

KLINE & SPECTER, P.C.

BY: NADEEM A. BEZAR, ESQUIRE/63577
EMILY B. MARKS, ESQUIRE/204405
JOHN P. O'NEILL/205677

1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Attorneys for Plaintiff

S.W.	:	PHILADELPHIA COUNTY
c/o Kline & Specter, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
	:	JUNE TERM
	:	NO.:
	:	
Plaintiff,	:	
	:	
v.	:	JURY TRIAL DEMANDED
	:	
MOTEL 6 OPERATING L.P.	:	
43 Industrial Highway	:	
Essington, PA 19029	:	
	:	
and	:	
	:	
MOTEL 6, INC.	:	
43 Industrial Highway	:	
Essington, PA 19029	:	
	:	
and	:	
	:	
MOTEL 6 L.P.	:	
43 Industrial Highway	:	
Essington, PA 19029	:	
	:	
and	:	
	:	
G6 HOSPITALITY LLC	:	
2711 Centerville Road	:	
Suite 400	:	
Wilmington, DE 19808	:	
	:	
and	:	
	:	
G6 HOSPITALITY PROPERTY LLC	:	
2711 Centerville Road	:	
Suite 400	:	
Wilmington, DE 19808	:	

6277 Sea Harbor Drive	:
Orlando, FL 32821	:
	:
and	:
	:
WYNDHAM HOTEL GROUP, LLC	:
22 Sylvan Way	:
Parsippany, NJ 07054	:
	:
and	:
	:
WYNDHAM HOTELS AND RESORTS, INC.	:
22 Sylvan Way	:
Parsippany, NJ 07054	:
	:
Defendants.	:
	:

COMPLAINT

Plaintiff S.W. brings this civil action against the above-named defendants for their negligent actions and inactions that resulted in her sexual exploitation and other serious physical, mental, and emotional injuries. S.W. seeks compensatory damages, costs, and damages for pre-judgment delay, and states as follows:

PRELIMINARY STATEMENT

1. For years, sex trafficking ventures have openly operated in and out of hotels throughout this country while the hotels and hospitality industry continue to neglect the criminal misconduct.

2. Due to the overall complacency of the hospitality industry on addressing the issue, hotels are the venue of choice for sex-trafficking as traffickers and buyers capitalize on the hotel industry’s general refusal to adopt and enforce company-wide anti-trafficking policies, from corporate to property level, train staff on what to look for and how to respond, and/or

establish safe and secure reporting mechanisms for those at the point of sale.

3. Every day, thousands of hotel employees witness manifestations of sex trafficking and commercial exploitation, and therefore, the hospitality industry has the greatest ability to prevent, identify and thwart sexual exploitation where it is most likely to occur.

4. The hospitality industry, and hotels specifically, owe a duty to provide a safe premises for their guests and must protect them against reasonably anticipated conduct.

THE PARTIES

5. Plaintiff, S.W. was born on August 12, 1997.

6. From 2014 through 2015, Plaintiff, then a minor, was sold for sexual purposes at the Motel 6 located at 43 Industrial Highway Essington, PA 19029 (hereinafter “Motel 6 Philadelphia Airport”), the Econo Lodge located at 600 Gov. Printz Blvd Lester, PA 19029 (hereinafter “Econo Lodge Philadelphia Airport”), and the Knights Inn located at 2707 Lincoln Highway Trevoese, PA 19047 (hereinafter “Knights Inn”).

7. Plaintiff’s name and address are not contained in this complaint to protect her privacy and identity because she incurred injuries and damages when she was a minor. S.W. can be contacted through her undersigned counsel, Nadeem A. Bezar, Esquire, Emily B. Marks, Esquire, and John P. O’Neill, Esquire at Kline & Specter, P.C., 1525 Locust Street, Philadelphia, Pennsylvania 19102.

8. Defendant Motel 6 Operating L.P. is a corporation duly organized and existing under the laws of Texas. At all material times hereto, Defendant Motel 6 Operating L.P. owned, operated, or managed the Motel 6 Philadelphia Airport. Defendant Motel 6 Operating L.P. regularly conducts business in Philadelphia County.

9. Defendant Motel 6, Inc. is a corporation duly organized and existing under the

laws of Texas. At all material times hereto, Defendant Motel 6, Inc. owned, operated, or managed the Motel 6 Philadelphia Airport. Defendant Motel 6, Inc. regularly conducts business in Philadelphia County.

10. Defendant Motel 6 L.P. is a corporation duly organized and existing under the laws of Texas. At all material times hereto, Defendant Motel 6 L.P. owned, operated, or managed the Motel 6 Philadelphia Airport. Defendant Motel 6 L.P. regularly conducts business in Philadelphia County.

11. Defendant G6 Hospitality LLC is a corporation duly organized and existing under the laws of Delaware with its principal place of business located at 4001 International Parkway, Carrollton Texas 75007. At all material times hereto, Defendant G6 Hospitality LLC owned, operated and/or managed the Motel 6 Philadelphia Airport. Defendant G6 Hospitality LLC regularly conducts business in Philadelphia County.

12. Defendant G6 Hospitality Property LLC is a corporation duly organized and existing under the laws of the State of Delaware. At all material times hereto, Defendant G6 Hospitality Property LLC owned, operated and/or managed the Motel 6 Philadelphia Airport. Defendant G6 Hospitality Property LLC regularly conducts business in Philadelphia County.

13. Defendants, Motel 6 Operating L.P., Motel 6, Inc., Motel 6 L.P., G6 Hospitality LLC, and G6 Hospitality Property LL (hereinafter "Motel 6 Defendants") made up a corporate structure that consisted of parent entities, parent corporations, franchisors, franchisees, associated or affiliated corporations, member corporations and/or subsidiary corporations that owned, managed, operated, or controlled the Motel 6 Philadelphia Airport.

14. At all material times hereto Motel 6 Defendants promulgated policies and procedures through Brand Standards that govern service offerings, training, financial reporting,

and operation of properties including the Motel 6 Philadelphia Airport.

15. According to the franchise or other contractual agreement, Motel 6 Defendants retained control over the day-to-day operation of the Motel 6 Philadelphia Airport such as by monitoring and enforcing compliance with their Brand Standards and the agreement, inspections and site visits, training, and controlling consumer feedback.

16. Motel 6 Defendants were acting individually and/or by and through their actual or apparent agents, servants and/or employees, including but not limited to managers, assistant managers, front desk staff, back-room staff, housekeepers, custodians, maintenance workers, food preparation workers, doormen, concierges and security guards to provide hospitality services at the Motel 6 Philadelphia Airport. Accordingly, Motel 6 Defendants are liable for the acts and/or omissions of their agents, servants and/or employees under theories of agency, master-servant, *respondeat superior* and/or right of control.

17. At all material times hereto, Motel 6 Defendants, individually and/or by their actual or apparent agents, servants and employees failed to take steps to prevent human sex trafficking at the Motel 6 Philadelphia Airport.

18. Defendant Econo Lodge Philadelphia Airport is a business, company, entity, partnership, franchise, fictitious name, proprietorship, or corporation existing under the laws of the Commonwealth of Pennsylvania, with a registered office for the acceptance of service or a principal place of business at 600 Gov. Printz Blvd. Lester, PA 19029. At all material times hereto, Defendant Econo Lodge Philadelphia Airport owned, operated, and/or managed the Econo Lodge Philadelphia Airport and regularly conducted business in Philadelphia County.

19. Defendant Tinicum Lodging, Inc. is a business, company, entity, partnership, franchise, fictitious name, proprietorship, or corporation existing under the laws of the

Commonwealth of Pennsylvania, with a registered office for the acceptance of service or a principal place of business at 600 Gov. Printz Blvd. Lester, PA 19029. At all material times hereto, Defendant Tinicum Lodging, Inc. owned, operated, and/or managed the Econo Lodge Philadelphia Airport and regularly conducted business in Philadelphia County.

20. Defendant Choice Hotels International is a corporation duly organized and existing under the laws of the State of Maryland with a registered office for the acceptance of service or a principal place of business at 1 Choice Hotels Circle Suite 400 Rockville, Maryland 20850. At all material times hereto, Defendant Choice Hotels International owned, operated, and/or managed the Econo Lodge Philadelphia Airport and regularly conducted business in Philadelphia County.

21. At all times material hereto, Defendant Econo Lodge, Defendant Tinicum Lodging, Inc., and Defendant Choice Hotels International, (hereinafter “Econo Lodge Defendants”) were a single and joint employer that jointly operated at the Econo Lodge Philadelphia Airport where Plaintiff was trafficked for sex. The Econo Lodge Defendants each share common policies and practices herein.

22. At all times material hereto the Econo Lodge Defendants acted individually and/or by and through their actual or apparent agents, servants and employees, including but not limited to managers, assistant managers, front desk staff, back-room staff, housekeepers, custodians, maintenance workers, food preparation workers, doormen, concierges and security guards. Accordingly, Econo Lodge Defendants are liable for the acts and/or omissions of their agents, servants and/or employees under theories of agency, master-servant, *respondeat superior* and/or right of control.

23. At all material times hereto, Econo Lodge Defendants, individually and/or by

their actual or apparent agents, servants and employees failed to take steps to prevent human sex trafficking at the Econo Lodge Philadelphia Airport.

24. Defendant Knights Inn is a Pennsylvania corporation with a principal place of business at 2707 Lincoln Highway Trevose, PA 19053. At all material times hereto, Defendant Knights Inn owned, operated, and/or managed the Knights Inn at 2707 Lincoln Highway Trevose, PA 19053, the “Knights Inn”, and regularly conducted business in Philadelphia County.

25. Defendant Julesburg USA, Inc. T/A Knights Inn is a Pennsylvania corporation with a principal place of business at 2707 Lincoln Highway, Feasterville-Trevose. PA 19053. At all material times hereto, defendant Julesburg USA, Inc. owned, operated, or managed the Knights Inn and regularly conducted business in Philadelphia County.

26. Defendant Knights Franchise Systems Inc. is a Delaware corporation with a principal place of business at 1 Sylvan Way, Parsippany, NJ 07054. Defendant Knights Franchise Systems Inc. may be served with service of process by serving its registered agent Corporate Creations Network, Inc. at 12 Christopher Columbus Way #200 Eatontown, NJ 07724. At all material times hereto, defendant Knights Franchise Systems Inc. owned, operated, or managed the Knights Inn and regularly conducted business in Philadelphia County.

27. At all times material hereto, Defendants Knights Inn and Knights Franchise Systems Inc. made up a corporate structure that consisted of parent entities, parent corporations, franchisors, franchises, associated or affiliated corporations, member corporations and/or subsidiary corporations.

28. Defendant Wyndham Hotel Group, LLC (Hereinafter “WHG”), is a New Jersey limited liability company with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. At all material times hereto, Defendant WHG owned, operated, or

managed the Knights Inn and regularly conducted business in Philadelphia County.

29. Defendant Wyndham Worldwide Corporation (hereinafter “WWC”), now known as Wyndham Destinations, Inc., (hereinafter “WDI”) is a Delaware corporation with a principal place of business located at 6277 Sea Harbor Drive, Orlando, Florida 32821. WWC was the ultimate parent company of WHG and WDI retains successor liability for the wrongful acts of WWC and its subsidiaries.

30. Defendant Wyndham Hotels and Resorts, Inc. (hereinafter “WHRI”) is a Delaware corporation with a principal place of business located at 22 Sylvan Way, Parsippany, NJ 07054. Defendant WHRI is a spin-off company of WHG and/or WWC and retains successor liability for wrongful acts of its predecessor WWC and WHG. Defendant WHRI regularly conducted business in Philadelphia County.

31. At all times material hereto, Defendants WHG, WWC, WDI and WHRI (hereinafter “Wyndham Defendants”) made up a corporate structure that consisted of parent entities, parent corporations, franchisors, franchises, associated or affiliated corporations, member corporations and/or subsidiary corporations.

32. The Wyndham Defendants and the Knights Inn Defendants are a single and joint employer that jointly operated at the Knights Inn where Plaintiff was trafficked for sex. The Wyndham Defendants and Knights Inn Defendants each share common policies and practices herein.

33. The Wyndham Defendants entered into a contractual agreement with Defendant Knights Franchise Systems, Inc., Defendant Knights Inn, and/or Defendant Julesburg USA, Inc. T/A Knights Inn [hereinafter Knights Inn Defendants] concerning operation of the Knights Inn where Plaintiff was sex trafficked.

34. The Wyndham Defendants and Knights Inn Defendants were acting individually and/or by and through their actual or apparent agents and/or employees, including but not limited to managers, assistant managers, front desk staff, back-room staff, housekeepers, custodians, maintenance workers, food preparation workers, doormen, concierges, and security guards, to provide hospitality services at the Knights Inn. Accordingly, the Wyndham Defendants and Knights Inn Defendants are liable for the acts and/or omissions of their agents, servants, and/or employees under the theories of agency, master-servant, *respondeat superior*, and/or right of control.

35. At all times material hereto, the Wyndham Defendants and Knights Inn Defendants, individually and/or by their actual or apparent agents, servants, and employees failed to take steps to prevent human sex trafficking at the Knights Inn.

36. Venue is proper because Motel 6 Defendants regularly conduct business in Philadelphia County.

37. Venue is also proper because Econo Lodge Defendants regularly conduct business in Philadelphia County.

38. Venue is also proper because Wyndham Defendants and Knights Inn Defendants regularly conduct business in Philadelphia County.

39. At all material times hereto, Motel 6 Defendants, individually and/or by their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within Motel 6 Philadelphia Airport.

40. At all material times hereto, Econo Lodge Defendants, individually and/or by

their actual or apparent agents, servants and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within Econo Lodge Philadelphia Airport.

41. At all times material hereto, the Wyndham Defendants and Knights Inn Defendants individually and/or by their actual or apparent agents, servants, and employees were uniquely positioned to observe the manifestations, indications and evincement of human sex trafficking within the Knights Inn.

OPERATIVE FACTS

42. Pennsylvania has long held that hotel and motel owners are liable for the reasonably anticipated harm that may occur to their guests from third persons. *Moran v Valley Forge Drive-In Theater, Inc.*, 246 A.2d 875, 879 (Pa. 1968).

43. This principal has been reinforced in more modern Pennsylvania cases. *See Rabutino, Admin. Of the Estate of William Impagliazzo v. Freedom State Realty Co., Inc., et al.*, 809 A.2d 933, 942 (Pa Super. 2002) (holding that owner and operator of hotel owed a duty of care to 19-year-old who was shot and killed during party inside room because such conduct was a reasonably anticipated event).

44. In 2014 and 2015 S.W., then a minor, was manipulated by Daiquan Davis who then sold her for sex at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn.

45. Obvious signs of sex trafficking at a hotel may include: an excess of condoms in rooms, individuals carrying or flashing large amounts of cash, excessive amounts of cash stored in the room, renting two (2) rooms next door to each other, declining housekeeping services, significant foot traffic in and out of room(s), men traveling with multiple women who appear

unrelated, women known to be staying in rooms without leaving, women displaying physical injuries or signs of fear and anxiety, guests checking in with little or no luggage, hotel guests who prevent another individual from speaking for themselves, or a guest controlling another's identifications documents.

46. Daiquan Davis rented rooms at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn and sold numerous young women and girls, including Plaintiff, for sexual purposes at these hotels.

47. The hotel rooms where Plaintiff engaged in commercial sex acts contained used condoms and condom wrappers.

48. The hotel rooms where Plaintiff engaged in commercial sex acts frequently smelled of marijuana.

49. The hotel rooms where Plaintiff engaged in commercial sex acts contained clothing that was sexual in nature and inappropriate for minor plaintiffs.

50. Plaintiff was accompanied by men while on the premises of at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn.

51. Men and others frequently entered and left the rooms at the at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn where Plaintiff engaged in commercial sex acts.

52. Plaintiff had extended stays at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn with few or no personal possessions and was left in the room for long periods of time.

53. Plaintiff dressed in a sexually explicit manner while staying at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn.

54. Plaintiff was paid cash for commercial sex acts she engaged in while at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn.

55. Plaintiff distributed the cash she received for the commercial sex acts to Daiquan Davis who used the cash as payment for the hotel rooms at the Motel 6 Philadelphia Airport, the Econo Lodge Philadelphia Airport, and the Knights Inn.

56. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking and criminal activity, Motel 6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees failed to detect or otherwise stop the sexual exploitation of Plaintiff.

57. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking and criminal activity, Econo Lodge Defendants, individually and/or by and through their actual or apparent agents, servants, and employees failed to detect or otherwise stop the sexual exploitation of Plaintiff.

58. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking and criminal activity, Knights Inn Defendants and Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees failed to detect or otherwise stop the sexual exploitation of Plaintiff.

59. Motel 6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

60. Econo Lodge Defendants, individually and/or by and through their actual or apparent agents, servants, and employees owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

61. Knights Inn Defendants and Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees owed a duty to Plaintiff, as a hotel guest, to exercise reasonable care to protect against criminal conduct.

62. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking and criminal activity, Motel 6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees failed to protect Plaintiff, as a business invitee, from foreseeable criminal conduct by a third party.

63. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking and criminal activity, Econo Lodge Defendants, individually and/or by and through their actual or apparent agents, servants, and employees failed to protect Plaintiff, as a business invitee, from foreseeable criminal conduct by a third party.

64. Despite actual knowledge, constructive knowledge, and general awareness of the signs of human trafficking and criminal activity, Knights Inn Defendants and Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees failed to protect Plaintiff, as a business invitee, from foreseeable criminal conduct by a third party.

65. By negligently allowing Plaintiff's harm to occur, Motel 6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees caused Plaintiff to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life, and loss of life's pleasures both in the past and in the future.

66. By negligently allowing Plaintiff's harm to occur, Econo Lodge Defendants, individually and/or by and through their actual or apparent agents, servants, and employees

caused Plaintiff to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life, and loss of life's pleasures both in the past and in the future.

67. By negligently allowing Plaintiff's harm to occur, Knights Inn Defendants and Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees caused Plaintiff to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life, and loss of life's pleasures both in the past and in the future.

COUNT I - NEGLIGENCE:

S.W. v. DEFENDANTS, MOTEL 6 OPERATING L.P., MOTEL 6, INC., MOTEL 6 L.P.

68. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

69. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants, and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Motel 6 Philadelphia Airport.

70. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of the of the Motel 6 Philadelphia Airport, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees on the premises of the Motel 6 Philadelphia Airport.

71. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually

and/or by and through their actual or apparent agents, servants, and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Motel 6 Philadelphia Airport in a manner that did not endanger children or other persons, including Plaintiff. Moreover, Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., owed a duty of care to take reasonable steps to protect foreseeable victims of the of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Motel 6 Philadelphia Airport.

72. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants, and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Motel 6 Philadelphia Airport such as Plaintiff, could be victimized by, or subjected to criminal activities on the premises that would likely endanger their health, safety, and/or well-being.

73. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants, and employees, should have reasonably anticipated that it was reasonably foreseeable from knowledge and/or past experiences that persons on the premises of the Motel 6 Philadelphia Airport, including Plaintiff, would suffer serious bodily harm as a result of being victimized by crimes perpetrated by third parties on the premises of the Motel 6 Philadelphia Airport.

74. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions to protect persons on the premises of the Motel 6 Philadelphia Airport, including Plaintiff, from criminal and violent activities of others, despite a reasonable

likelihood that persons on the premises of the Motel 6 Philadelphia Airport, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants and employees caused consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing, and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Motel 6 Philadelphia Airport;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Motel 6 Philadelphia Airport;
- k. Failing to adopt, establish, implement, execute and/or enforce required

policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;

- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Motel 6 Philadelphia Airport;
- n. Failing to conduct adequate surveillance of the premises of the Motel 6 Philadelphia Airport;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts [Second], including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution and diligence required under the circumstances.

75. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants, and employees, breached the standard of good and prudent care by failing to detect or otherwise prevent the harm suffered by

Plaintiff.

76. As a result of Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P.'s negligence, Plaintiff was caused to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life and loss of life's pleasures both in the past and in the future.

77. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor against Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs, and damages for prejudgment delay.

COUNT II – NEGLIGENCE

S.W. v. G6 DEFENDANTS

78. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

79. Defendants, G6 Hospitality LLC, and G6 Hospitality Property LL (hereinafter "G6 Defendants") individually and/or by and through their actual or apparent agents, servants, and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Motel 6 Philadelphia Airport.

80. The G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of the of the Motel 6

Philadelphia Airport, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees on the premises of the Motel 6 Philadelphia Airport.

81. The G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Motel 6 Philadelphia Airport in a manner that did not endanger children or other persons, including Plaintiff. Moreover, The G6 Defendants, owed a duty of care to take reasonable steps to protect foreseeable victims of the of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Motel 6 Philadelphia Airport.

82. The G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Motel 6 Philadelphia Airport such as Plaintiff, could be victimized by, or subjected to criminal activities on the premises that would likely endanger their health, safety, and/or well-being.

83. The G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, should have reasonably anticipated that it was reasonably foreseeable from knowledge and/or past experiences that persons on the premises of the Motel 6 Philadelphia Airport, including Plaintiff, would suffer serious bodily harm as a result of being victimized by crimes perpetrated by third parties on the premises of the Motel 6 Philadelphia Airport.

84. The G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions to protect persons on the premises of the Motel 6 Philadelphia Airport, including Plaintiff, from criminal and

violent activities of others, despite a reasonable likelihood that persons on the premises of the Motel 6 Philadelphia Airport, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence The G6 Defendants, individually and/or by and through their actual or apparent agents, servants and employees caused consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing, and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Motel 6 Philadelphia Airport;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Motel 6 Philadelphia Airport;
- k. Failing to adopt, establish, implement, execute and/or enforce required

policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;

- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Motel 6 Philadelphia Airport;
- n. Failing to conduct adequate surveillance of the premises of the Motel 6 Philadelphia Airport;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts [Second], including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution and diligence required under the circumstances.

85. The G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, breached the standard of good and prudent care by failing to detect or otherwise prevent the harm suffered by Plaintiff.

86. As a result of The G6 Defendants' negligence, Plaintiff was caused to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life and loss of life's pleasures both in the past and in the future.

87. The G6 Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor against The G6 Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs, and damages for prejudgment delay.

COUNT III – NEGLIGENCE

S.W. v. DEFENDANTS, ECONO LODGE, TINICUM LODGING, INC. CHOICE HOTELS INTERNATIONAL

88. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

89. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International individually and/or by and through their actual or apparent agents, servants, and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Econo Lodge Philadelphia Airport.

90. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of the of the Econo Lodge Philadelphia Airport, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees on the premises of the Econo Lodge Philadelphia Airport.

91. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Econo Lodge Philadelphia Airport in a manner that did not endanger children or other persons, including Plaintiff. Moreover, Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, owed a duty of care to take reasonable steps to protect foreseeable victims of the of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Econo Lodge Philadelphia Airport.

92. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Econo Lodge Philadelphia Airport such as Plaintiff, could be victimized by, or subjected to criminal activities on the premises that would likely endanger their health, safety, and/or well-being.

93. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, should have reasonably anticipated that it was reasonably foreseeable from knowledge and/or past experiences that persons on the premises of the Econo Lodge Philadelphia Airport, including Plaintiff, would suffer serious bodily harm as a result of being victimized by crimes perpetrated by third parties on the premises of the Econo Lodge Philadelphia Airport.

94. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees,

failed or refused to take adequate precautions to protect persons on the premises of the Econo Lodge Philadelphia Airport, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that persons on the premises of the Econo Lodge Philadelphia Airport, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants and employees caused consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing, and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Econo Lodge Philadelphia Airport;

- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Econo Lodge Philadelphia Airport;
- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Econo Lodge Philadelphia Airport;
- n. Failing to conduct adequate surveillance of the premises of the Econo Lodge Philadelphia Airport;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts [Second], including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution and diligence required under the circumstances.

95. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, breached the standard of good and prudent care by failing to detect or otherwise prevent the harm suffered by Plaintiff.

96. As a result of the negligence of Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International, Plaintiff was caused to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life and loss of life's pleasures both in the past and in the future.

97. Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor against Defendants Econo Lodge, Tincum Lodging, Inc. and Choice Hotels International and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs, and damages for prejudgment delay.

COUNT IV – NEGLIGENCE

S.W. v. WYNDHAM DEFENDANTS

98. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

99. The Wyndham Defendants individually and/or by and through their actual or apparent agents, servants, and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Knights Inn.

100. The Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of the of the Knights Inn, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees on the premises of the Knights Inn.

101. The Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Knights Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, The Wyndham Defendants, owed a duty of care to take reasonable steps to protect foreseeable victims of the of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Knights Inn.

102. The Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Knights Inn, such as Plaintiff, could be victimized by, or subjected to criminal activities on the premises that would likely endanger their health, safety, and/or well-being.

103. The Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, should have reasonably anticipated that it was reasonably foreseeable from knowledge and/or past experiences that persons on the premises of the Knights Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by crimes perpetrated by third parties on the premises of the Knights Inn.

104. The Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions to

protect persons on the premises of the Knights Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that persons on the premises of the Knights Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence The Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants and employees caused consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing, and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Knights Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Knights Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Knights Inn;
- n. Failing to conduct adequate surveillance of the premises of the Knights Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts [Second], including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution and diligence required under the circumstances.

105. The Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, breached the standard of good and prudent care by failing to detect or otherwise prevent the harm suffered by Plaintiff.

106. As a result of The Wyndham Defendants negligence, Plaintiff was caused to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life and loss of life's pleasures both in the past and in the future.

107. The Wyndham Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor against The Wyndham Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs, and damages for prejudgment delay.

COUNT V - NEGLIGENCE

S.W. v. DEFENDANT KNIGHTS FRANCHISE SYSTEMS, INC. AND KNIGHTS INN DEFENDANTS

108. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

109. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants individually and/or by and through their actual or apparent agents, servants, and employees, were under a duty to provide reasonable, adequate, and sufficient security personnel and/or to otherwise take appropriate steps to ensure the safety and protection of persons lawfully on the premises of the Knights Inn.

110. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of the of the Knights Inn, should have reasonably anticipated criminal conduct on the part of third parties, including other guests and invitees on the premises of the Knights Inn.

111. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, had a duty to take precautions against reasonably anticipated criminal conduct by third parties and to operate the Knights Inn in a manner that did not endanger children or other persons, including Plaintiff. Moreover, Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, owed a duty of care to take reasonable steps to protect foreseeable victims of the dangers created by their acts and omissions, including the danger of human trafficking and sexual exploitation on the premises of the Knights Inn.

112. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, breached the foregoing duties because they knew, or should have known, that persons lawfully on the premises of the Knights Inn, such as Plaintiff, could be victimized by, or subjected to criminal activities on the premises that would likely endanger their health, safety, and/or well-being.

113. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, should have reasonably anticipated that it was reasonably foreseeable from knowledge and/or past experiences that persons on the premises of the Knights Inn, including Plaintiff, would suffer serious bodily harm as a result of being victimized by crimes perpetrated by third parties on the premises of the Knights Inn.

114. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions to protect persons on the premises of the Knights

Inn, including Plaintiff, from criminal and violent activities of others, despite a reasonable likelihood that persons on the premises of the Knights Inn, including Plaintiff, would be victimized by, or subjected to, such criminal and/or violent acts, which could cause such persons serious bodily injury. The negligence Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants and employees caused consisted of the following:

- a. Failing to execute and/or implement the established security plan and/or execute and/or implement any established security plan;
- b. Failure to publish and/or post orders at the security posts providing protocols for employees to follow in circumstances involving commercial sexual activity and/or human sex trafficking;
- c. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of individuals lawfully on the premises;
- d. Failing to adopt, establish, implement, and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning removal from the premises of individuals posing security threats;
- e. Failing to adequately control access to the premises;
- f. Failing to prevent entry of unauthorized individuals onto the premises;
- g. Failing to properly and adequately hire, train and provide ongoing training to employees including but not limited to ongoing training involving recognizing, preventing, and responding to criminal activity, prostitution and sex trafficking;
- h. Failing to select and/or retain only personnel competent to provide proper and adequate professional services;
- i. Failing to assign experienced security personnel to provide competent guard services at the Knights Inn;
- j. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations and/or guidelines concerning protection of business invitees on the premises of the Knights Inn;

- k. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper security measures in a hotel setting;
- l. Failing to adopt, establish, implement, execute and/or enforce required policies, procedures, rules, regulations, and/or guidelines concerning proper monitoring, surveillance, and patrolling of the premises;
- m. Failing to detect and respond to commercial sex activity and human sex trafficking at the Knights Inn;
- n. Failing to conduct adequate surveillance of the premises of the Knights Inn;
- o. Failing to utilize surveillance equipment to monitor suspicious activity and promptly react thereto for the safety of Plaintiff;
- p. Failing to respond and react to suspicious activity detected on video surveillance;
- q. Failing to maintain surveillance equipment in proper working order;
- r. Failing to test or properly test surveillance equipment to ensure it was in working order;
- s. Failing to utilize appropriate and/or required surveillance equipment;
- t. Failing to adequately monitor activity on video surveillance and promptly react thereto for the safety of Plaintiff;
- u. Allowing individuals to come on to the premises for the express purpose of trafficking Plaintiff;
- v. Failing to prevent Plaintiff from being trafficked on the premises;
- w. Breaching its duties under the Restatement of the Law of Torts [Second], including but not limited to §§ 302, 318, 321, 323, 324A, and 344; and
- x. Failing to exercise care, caution and diligence required under the circumstances.

115. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, breached the standard of good and prudent care by failing to detect or otherwise prevent the harm

suffered by Plaintiff.

116. As a result of the negligence of Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, Plaintiff was caused to suffer physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of enjoyments of life and loss of life's pleasures both in the past and in the future.

117. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor against Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs, and damages for prejudgment delay.

COUNT VI – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

S.W. v. DEFENDANTS, MOTEL 6 OPERATING L.P., MOTEL 6, INC., MOTEL 6 L.P.

118. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

119. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents servants, and employees, negligently committed the acts averred in this complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish, and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

120. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the

imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT VII – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

S.W. v. G6 DEFENDANTS

121. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

122. G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, negligently committed the acts averred in this complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish, and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

123. G6 Defendants acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against G6 Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT VIII – INFLICTION OF EMOTIONAL DISTRESS

**S.W. v. DEFENDANTS, ECONO LODGE, TINICUM LODGING, INC. CHOICE
HOTELS INTERNATIONAL**

124. S.W. incorporates by reference all preceding paragraphs of this complaint as if set

forth fully herein.

125. Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, negligently committed the acts averred in this complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish, and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

126. Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT IX – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

S.W. v. WYNDHAM DEFENDANTS

127. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

128. Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, negligently committed the acts averred in this complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish, and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

129. Wyndham Defendants acted outrageously and in reckless disregard for the health

and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Wyndham Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT X – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

S.W. v. DEFENDANT KNIGHTS FRANCHISE SYSTEMS AND KNIGHTS IN DEFENDANTS

130. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

131. Defendant Knights Franchise Systems, Inc., and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, negligently committed the acts averred in this complaint against the Plaintiff and thereby caused Plaintiff to suffer fear, depression, humiliation, mental anguish, and severe physical and emotional distress, directly and proximately causing harm and damages to the Plaintiff.

132. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, acted outrageously and in reckless disregard for the health and welfare of the Plaintiff warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT XI – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

S.W. v. DEFENDANTS, MOTEL 6 OPERATING L.P., MOTEL 6, INC., MOTEL 6 L.P.

133. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

134. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P., individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty to take precautions against reasonably anticipated conduct by third parties.

135. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty, to provide a reasonably sufficient number of component servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties

136. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. individually and/or by and through their actual or apparent agents, servants, and employees, knew or should have known that failure to properly hire, train, manage, supervise, and/or control their agents, employees, and/or independent contractors could lead to injury of patrons.

137. Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of competent security personnel to protect persons lawfully on the premises of the Motel 6 Philadelphia Airport, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Motel 6 Philadelphia Airport would be victimized by, or subjected to, such criminal and/or violent acts.

138. As a direct and proximate result of Defendants Motel 6 Operating L.P., Motel 6,

Inc., and Motel 6 L.P. actions or inactions, Plaintiff was sold for sexual purposes while on the premises of the Motel 6 Philadelphia Airport, causing severe injuries to Plaintiff including, but not limited to, physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

139. Due to Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. failure to properly hire, train. Manage, supervise, and/or control their agents, employees, and/or independent contractors, Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. individually and/or by and through their actual or apparent agents, servants, and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff, warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Defendants Motel 6 Operating L.P., Motel 6, Inc., and Motel 6 L.P. and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT XII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

S.W. v. G6 DEFENDANTS

140. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

141. G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty to take precautions against reasonably anticipated conduct by third parties.

142. G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty, to provide a reasonably sufficient number of component servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties

143. G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, knew or should have known that failure to properly hire, train, manage, supervise, and/or control their agents, employees, and/or independent contractors could lead to injury of patrons.

144. G6 Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of competent security personnel to protect persons lawfully on the premises of the Motel 6 Philadelphia Airport, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Motel 6 Philadelphia Airport would be victimized by, or subjected to, such criminal and/or violent acts.

145. As a direct and proximate result of G6 Defendants actions or inactions, Plaintiff was sold for sexual purposes while on the premises of the Motel 6 Philadelphia Airport, causing severe injuries to Plaintiff including, but not limited to, physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

146. Due to G6 Defendants' failure to properly hire, train. Manage, supervise, and/or control their agents, employees, and/or independent contractors, G6 Defendants, individually

and/or by and through their actual or apparent agents, servants, and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff, warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against G6 Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT XIII – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

S.W. v. DEFENDANTS, ECONO LODGE, TINICUM LODGING, INC. CHOICE HOTELS INTERNATIONAL

147. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

148. Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty to take precautions against reasonably anticipated conduct by third parties.

149. Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty, to provide a reasonably sufficient number of component servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties

150. Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, knew or should have known that failure to properly hire, train, manage, supervise, and/or control

their agents, employees, and/or independent contractors could lead to injury of patrons.

151. Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of competent security personnel to protect persons lawfully on the premises of the Econo Lodge Philadelphia Airport, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Econo Lodge Philadelphia Airport would be victimized by, or subjected to, such criminal and/or violent acts.

152. As a direct and proximate result of Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International actions or inactions, Plaintiff was sold for sexual purposes while on the premises of the Econo Lodge Philadelphia Airport, causing severe injuries to Plaintiff including, but not limited to, physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

153. Due to Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International failure to properly hire, train. Manage, supervise, and/or control their agents, employees, and/or independent contractors, Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International, individually and/or by and through their actual or apparent agents, servants, and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff, warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Defendants Econo Lodge, Tincum Lodging Inc., and Choice Hotels International, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive

of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT XIV – NEGLIGENCE, TRAINING, AND/OR SUPERVISION

S.W. v. WYNDHAM DEFENDANTS

154. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

155. Wyndham Defendants individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty to take precautions against reasonably anticipated conduct by third parties.

156. Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty, to provide a reasonably sufficient number of component servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties.

157. Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, knew or should have known that failure to properly hire, train, manage, supervise, and/or control their agents, employees, and/or independent contractors could lead to injury of patrons.

158. Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of competent security personnel to protect persons lawfully on the premises of the Knights Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Knights Inn would

be victimized by, or subjected to, such criminal and/or violent acts.

159. As a direct and proximate result of Wyndham Defendants actions or inactions, Plaintiff was sold for sexual purposes while on the premises of the Knights Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

160. Due to Wyndham Defendants failure to properly hire, train. Manage, supervise, and/or control their agents, employees, and/or independent contractors, Wyndham Defendants, individually and/or by and through their actual or apparent agents, servants, and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff, warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Wyndham Defendants and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

COUNT XV – NEGLIGENT HIRING, TRAINING, AND/OR SUPERVISION

S.W. v. DEFENDANT KNIGHTS FRANCHISE SYSTEMS AND KNIGHTS IN DEFENDANTS

161. S.W. incorporates by reference all preceding paragraphs of this complaint as if set forth fully herein.

162. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty to take precautions against reasonably anticipated conduct by third parties.

163. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, based on the place and character of its business and/or its past experiences, were under a duty, to provide a reasonably sufficient number of component servants to afford reasonable protection to patrons from reasonably anticipated criminal conduct by third parties

164. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, knew or should have known that failure to properly hire, train, manage, supervise, and/or control their agents, employees, and/or independent contractors could lead to injury of patrons.

165. Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees, failed or refused to take adequate precautions or to provide a reasonably sufficient number of competent security personnel to protect persons lawfully on the premises of the Knights Inn, such as Plaintiff, from the criminal and violent activities of others, despite a reasonable likelihood that persons lawfully on the premises of the Knights Inn would be victimized by, or subjected to, such criminal and/or violent acts.

166. As a direct and proximate result of Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants actions or inactions, Plaintiff was sold for sexual purposes while on the premises of the Knights Inn, causing severe injuries to Plaintiff including, but not limited to, physical harm, mental anguish, humiliation, exploitation, degradation, mental distress, loss of the enjoyments of life and loss of life's pleasures both in the past and in the future.

167. Due to Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants failure to properly hire, train. Manage, supervise, and/or control their agents, employees, and/or

independent contractors, Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, individually and/or by and through their actual or apparent agents, servants, and employees acted outrageously and in reckless disregard for the health and welfare of Plaintiff, warranting the imposition of punitive damages.

WHEREFORE, Plaintiff S.W. demands judgment in her favor and against Defendant Knights Franchise Systems, Inc. and Knights Inn Defendants, and demands compensatory and punitive damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, attorney fees, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.



BY:

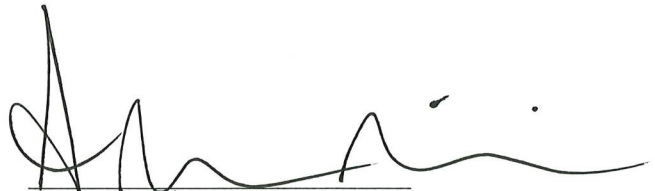
NADEEM A. BEZAR, ESQUIRE
EMILY B. MARKS, ESQUIRE
JOHN P. O'NEILL, ESQUIRE
Attorneys for Plaintiff

DATE: June 9, 2023

VERIFICATION

I, S.W., hereby state that I am the Plaintiff in this matter, and as such verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.


S. W.