

and sex buyers, and hold accountable the other individuals and entities who facilitate and benefit from sex trafficking.

2. In 2009, the Texas legislature passed HB 533 and Governor Rick Perry signed it into law, enacting Chapter 98 of the Texas Civil Practice and Remedies Code to expand trafficking liability beyond the sex seller and buyer (“**John**” or “**Johns**”) to any individual or entity who “knowingly benefits from participating in a venture that traffics another person.”

3. HB 533 was authored by state representative Rafael Anchia (D-Dallas), who was interviewed by *Texas Lawyer*, and said, “Media attention to civil cases would attract attention to the activity.”¹

4. Chapter 98 was, as the legislative history makes clear, intended to “serve as a deterrent because individuals who are indirectly involved in human trafficking would be liable as well. Human trafficking is a complex, very organized, enterprise that includes people who collect money, drive cars, provide phone numbers at truck stops, manage motel rooms, lease property to traffickers and look the other way. These people make the crime possible, and HB 533 would hold them accountable.”²

5. This case is about the sex trafficking of Plaintiff N.C., a fifteen-year-old girl who attended a Dallas Mavericks basketball game with her father on April 8, 2022, at the American Airlines Center in Dallas, Texas. At the basketball game, Plaintiff N.C. left her seat to go to the restroom, and she never returned. Plaintiff N.C. was drugged and sold to a man who transported her to Oklahoma City, Oklahoma. In Oklahoma City, Oklahoma, Plaintiff N.C. was under the control of a pimp who advertised her online for sex with sexually explicit pictures and sold her for

¹ Mary Alice Roberts, *Bill Proposes New Cause of Action for Human Trafficking Torts*, *Texas Lawyer*, Jan. 26, 2009.

² Exhibit 1 – Texas House of Representatives, House Research Organization, Bill Analysis (Apr. 24, 2009).

sex from an Extended Stay America hotel over the course of several days. Ultimately, Plaintiff N.C. was recovered by the Oklahoma City Police Department on April 18, 2022.

6. As a result, several individuals were arrested and faced various criminal charges related to human trafficking. For the other individuals and entities involved, this is precisely the type of case that Chapter 98 was designed to address.

7. For these reasons, and with great courage and strength, Plaintiff Jane Doe, individually and as next friend of Plaintiff N.C., a minor child, brings this suit under Chapter 98 and related causes of action.

PARTIES

8. Plaintiff Jane Doe is an individual, and the mother of Plaintiff N.C., a minor child, residing in Tarrant County, Texas. Plaintiff Jane Doe has the exclusive right to represent Plaintiff N.C. in legal action and to make other decisions of substantial legal significance concerning Plaintiff N.C. Plaintiff Jane Doe's social security number is ***-**-539.

9. Plaintiff N.C. is an individual minor child residing in Tarrant County, Texas. Plaintiff N.C.'s social security number is ***-**-836.

10. Defendant Extended Stay America, Inc. is a Delaware corporation with its principal place of business in Charlotte, North Carolina. All references to Defendant Extended Stay America, Inc. include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, shareholder, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant Extended Stay America, Inc. now or at any time relevant to the claims herein. Defendant Extended Stay America, Inc. is the parent company of the "Extended Stay America" brand. Defendant Extended Stay America, Inc. may be

served with process by serving its registered agent CT Corporation System at 160 Mine Lake Ct, Suite 200, Raleigh, NC 27615. *Issuance of a citation is requested at this time.*

11. Defendant ESH Strategies Franchise LLC is a Delaware limited liability company with its principal place of business in Charlotte, North Carolina. All references to Defendant ESH Strategies Franchise LLC include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, member, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant ESH Strategies Franchise LLC now or at any time relevant to the claims herein. Defendant ESH Strategies Franchise LLC contracts with other entities to oversee and control affiliate hotels with the Extended Stay America brand, including several hotels in Texas. Defendant ESH Strategies Franchise LLC conducts and operates business throughout the State of Texas and is registered to do business in the State of Texas. Defendant ESH Strategies Franchise LLC may be served with process by serving its registered agent National Registered Agents, Inc. at 1999 Bryan St, Ste 900, Dallas, TX 75201-3136. *Issuance of a citation is requested at this time.*

12. Collectively, Defendant ESH Strategies Franchise LLC and Defendant Extended Stay America, Inc. will be referred to as “**Defendant ESA Corporate.**” Defendant ESA Corporate has over seventy (70) hotels in Texas in dozens of cities across the state. Defendant ESA Corporate conducts and operates business throughout the State of Texas.

13. Defendant OKC Airport ES LLC is a Texas limited liability company with its principal place of business in Dallas, Texas. All references to Defendant OKC Airport ES LLC include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, member, director, officer, agent (either

with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant OKC Airport ES LLC now or at any time relevant to the claims herein. Defendant OKC Airport ES LLC may be served with process by serving its registered agent Cherry Peterson Albert LLC at 8333 Douglas Ave, Suite 700, Dallas, TX 75225.

Issuance of a citation is requested at this time.

14. Defendant Provident Hospitality Holdings LLC is a Delaware limited liability company with its principal place of business in Dallas, Texas. All references to Defendant Provident Hospitality Holdings LLC include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, member, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant Provident Hospitality Holdings LLC now or at any time relevant to the claims herein. Defendant Provident Hospitality Holdings LLC is the sole member and managing member of Defendant OKC Airport ES LLC. Defendant Provident Hospitality Holdings LLC conducts and operates business throughout the State of Texas. Defendant Provident Hospitality Holdings LLC may be served with process by serving its registered agent The Corporation Trust Company, Corporation Trust Center at 1209 Orange Street, Wilmington, DE 19801. ***Issuance of a citation is requested at this time.***

15. Defendant Provident ES Partners LLC is a Texas limited liability company with its principal place of business in Dallas, Texas. All references to Defendant Provident ES Partners LLC include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, member, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant Provident ES Partners LLC now or at any time relevant

to the claims herein. Defendant Provident ES Partners LLC is the manager of Defendant Provident Hospitality Holdings LLC. Defendant Provident ES Partners LLC may be served with process by serving its registered agent Cherry Peterson Albert LLC at 8333 Douglas Ave, Suite 700, Dallas, TX 75225. ***Issuance of a citation is requested at this time.***

16. Defendant Provident ES Manager LLC is a Texas limited liability company with its principal place of business in Dallas, Texas. All references to Defendant Provident ES Manager LLC include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, member, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant Provident ES Manager LLC now or at any time relevant to the claims herein. Defendant Provident ES Manager LLC is the manager of Defendant Provident ES Partners LLC. Defendant Provident ES Manager LLC may be served with process by serving its registered agent Cherry Peterson Albert LLC at 8333 Douglas Ave, Suite 700, Dallas, TX 75225. ***Issuance of a citation is requested at this time.***

17. Defendant PRA GP No. 2, Inc. is a Texas for-profit corporation with its principal place of business in Dallas, Texas. All references to Defendant PRA GP No. 2, Inc. include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, shareholder, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant PRA GP No. 2, Inc. now or at any time relevant to the claims herein. Defendant PRA GP No. 2, Inc. is the manager of Defendant Provident ES Manager LLC. Defendant PRA GP No. 2, Inc. may be served with process by serving its registered agent Leon J.

Backes at 10210 N. Central Expressway Suite 300, Dallas, TX 75231. *Issuance of a citation is requested at this time.*

18. Defendant Provident Realty Advisors, Inc. (“**Defendant Provident**”) is a Texas for-profit corporation with its principal place of business in Dallas, Texas. All references to Defendant Provident include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, shareholder, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant Provident now or at any time relevant to the claims herein. Defendant Provident is the ultimate parent of Defendant OKC Airport ES LLC, Defendant Provident Hospitality Holdings LLC, Defendant Provident ES Partners LLC, Defendant Provident ES Manager LLC, and Defendant PRA GP No. 2, Inc. Defendant Provident may be served with process by serving its registered agent Leon J. Backes at 10210 N. Central Expressway Suite 300, Dallas, TX 75231. *Issuance of a citation is requested at this time.*

19. Collectively, Defendant OKC Airport ES LLC, Defendant Provident Hospitality Holdings LLC, Defendant Provident ES Partners LLC, Defendant Provident ES Manager LLC, Defendant PRA GP No. 2, Inc., and Defendant Provident will be referred to as “**Defendant ESA Affiliate.**” Defendant ESA Affiliate owns and operates as a franchisee the Extended Stay America – Oklahoma City – Airport hotel (the “**ESA OKC Hotel**”) located at 4820 W. Reno Ave, Oklahoma City, OK 73127.

20. Defendant Aimbridge Hospitality Holdings, LLC is a Delaware limited liability company with its principal place of business in Plano, Texas. All references to Defendant Aimbridge Hospitality Holdings, LLC include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any

manager, member, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant Aimbridge Hospitality Holdings, LLC now or at any time relevant to the claims herein. Defendant Aimbridge Hospitality Holdings, LLC is a leading global hospitality company offering hotel management services to more than 1,500 hotel properties, including hotels in Texas. Defendant Aimbridge Hospitality Holdings, LLC conducts and operates business throughout the State of Texas and is registered to do business in the State of Texas. Defendant Aimbridge Hospitality Holdings, LLC may be served with process by serving its registered agent CT Corporation System at 1999 Bryan St., Suite 900, Dallas, TX 75201-3136. ***Issuance of a citation is requested at this time.***

21. Defendant Channel Point Hospitality, LLC is a Texas limited liability company with its principal place of business in Plano, Texas. Defendant Channel Point Hospitality, LLC is a division of Defendant Aimbridge Hospitality Holdings, LLC one of the largest independent management companies in the United States of America. All references to Defendant Channel Point Hospitality, LLC include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any manager, member, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant Channel Point Hospitality, LLC now or at any time relevant to the claims herein. Defendant Channel Point Hospitality, LLC is the hotel management company for ESA OKC Hotel. Defendant Channel Point Hospitality, LLC may be served with process by serving its registered agent CT Corporation System at 1999 Bryan St., Suite 900, Dallas, TX 75201-3136. ***Issuance of a citation is requested at this time.***

22. Collectively, Defendant Aimbridge Hospitality Holdings, LLC and Defendant Channel Point Hospitality, LLC, will be referred to as “**Defendant Hotel Manager.**” Defendant Hotel Manager is the hotel manager for ESA OKC Hotel.

23. Defendant J & P Asset Management Inc. (“**Defendant J&P**”) is an Ohio for-profit corporation with its principal place of business in Cleveland, Ohio. All references to Defendant J&P include any department, division, office, agency, subsidiary, or affiliate whether domestic, foreign, and/or international. The term also includes any shareholder, manager, member, director, officer, agent (either with direct/actual authority and implied/apparent authority), employee, person, firm, or corporation acting on behalf of Defendant J&P now or at any time relevant to the claims herein. Defendant J&P provides asset management services to Defendant ESA Affiliate. Defendant J&P serves as the asset manager for more than ten (10) hotels in the State of Texas. Defendant J&P may be served with process by serving its registered agent James A. Overman at 6211 Thornton Drive, Cleveland, OH 44129. *Issuance of a citation is requested at this time.*

DISCOVERY CONTROL PLAN

24. Plaintiffs intend to conduct discovery under Level 3 of Rule 190 of the Texas Rules of Civil Procedure.

JURISDICTION AND VENUE

25. Plaintiffs’ claims are in excess of \$1,000,000.00.

26. Venue is proper in this Court because a substantial part of the events or omissions and benefits received giving rise to the claims occurred in Dallas County, Texas. Defendant OKC Airport ES LLC’s principal place of business is in Dallas County, Texas. Defendant Provident Hospitality Holdings LLC’s principal place of business in Dallas County, Texas. Defendant Provident ES Partners LLC’s principal place of business is in Dallas County, Texas. Defendant

Provident ES Manager LLC's principal place of business is in Dallas County, Texas. Defendant PRA GP No. 2, Inc.'s principal place of business is in Dallas County, Texas. Defendant Provident's principal place of business is in Dallas County, Texas. Defendant ESA Corporate owns and operates at least four other hotels in Dallas County, Texas:

- a. Extended Stay America – Dallas – Coit Road, 12121 Coit Rd., Dallas, TX 75251;
- b. Extended Stay America – Dallas – Greenville Ave., 12270 Greenville Ave., Dallas, TX 75243;
- c. Extended Stay America – Dallas – Richardson, 901 E. Campbell Rd., Richardson, TX 75081; and
- d. Extended Stay America Select Suites – Dallas – Farmers Branch, 4022 Parkside Center Blvd., Farmers Branch, TX 75244.

Further, the American Airlines Center where Plaintiff N.C. originally disappeared from is in Dallas County, Texas.

27. Defendant ESA Corporate has over seventy (70) hotels in Texas in dozens of cities across the state.

28. In 2018, Defendant Extended Stay America, Inc. and its affiliated subsidiaries sold sixteen (16) "Extended Stay America" branded hotels to Dallas-based developer and Texas company, Defendant Provident. The transaction included Extended Stay America franchise agreements for each of the sixteen (16) hotels.³

29. Defendant Provident made all of its business decisions in Dallas County, Texas to enter into the hotel industry, purchase sixteen (16) Extended Stay America hotel properties, and enter into franchise agreements with Defendant ESH Strategies Franchise LLC for each of those

³ HospitalityNet, *Extended Stay America Sells 32 Hotels to Provident Realty Advisors and Lodging Advisory Group*, November 2, 2018, <https://www.hospitalitynew.org/news.4090613.html> (last visited Jan. 27, 2024).

properties.

30. Defendant ESH Strategies Franchise LLC is registered to do business in Texas and has purposefully availed itself to the laws, benefits, and privileges of doing business in Texas.

31. Defendant ESH Strategies Franchise LLC entered into multiple franchise agreements with Texas entities formed by Defendant Provident as its subsidiaries for each of the sixteen (16) hotel properties.

32. Defendant Provident formed Defendant OKC Airport ES LLC as a Texas limited liability company to own ESA OKC Hotel and receive benefits in Texas.

33. Defendant ESH Strategies Franchise LLC formed a venture with Defendant OKC Airport ES LLC in Texas by entering into a franchise agreement to operate ESA OKC Hotel, providing hotel rooms to sex traffickers and collecting revenue from sex traffickers. The benefit of such venture was received in Texas.

34. Defendant ESH Strategies Franchise LLC was doing business in Texas by entering into a franchise agreement with Defendant OKC Airport ES LLC, a Texas limited liability company, and such franchise agreement required either party to perform the contract, in whole or in part, in Texas.

35. Defendant ESH Strategies Franchise LLC benefited from its ongoing venture with Defendant OKC Airport ES LLC in Texas by receiving payments and fees, including a percentage of gross room revenue, on a monthly basis.

36. Defendant ESH Strategies Franchise LLC's venture with Defendant OKC Airport ES LLC in Texas resulted in, and is related to, Plaintiff N.C.'s trafficking at ESA OKC Hotel.

37. Defendant Provident Hospitality Holdings LLC's principal place of business is in

Texas and all of its members are natural persons or corporate entities who are citizens of Texas.⁴

38. Defendant Provident Hospitality Holdings LLC made all of its business decisions in Dallas County, Texas to enter into an asset management agreement with Defendant J&P for the management of sixteen (16) hotel properties, with eleven (11) of those hotels in Texas.

39. Defendant J&P and Defendant Provident Hospitality Holdings LLC were doing business in Texas by entering into an asset management agreement which required either party to perform the contract, in whole or in part, in Texas.

40. Upon information and belief, the governing law of the of the asset management agreement between Defendant Provident Hospitality Holdings LLC and Defendant J&P is Texas.

41. Defendant Provident Hospitality Holdings LLC formed a venture with Defendant J&P in Texas by entering into an asset management agreement to ensure the performance of Defendant OKC Airport ES LLC's obligations under the Extended Stay America franchise agreement, supervising Defendant Hotel Manager and providing hotel rooms to sex traffickers and collecting revenue from sex traffickers. The benefit of such venture was received in Texas.

42. Defendant J&P benefited from its ongoing venture with Defendant Provident Hospitality Holdings LLC in Texas by receiving compensation and management fees, including a percentage of gross room revenue, on a quarterly basis.

43. Defendant J&P's venture with Defendant Provident Hospitality Holdings LLC in Texas resulted in, and is related, to Plaintiff N.C.'s trafficking at ESA OKC Hotel.

44. Defendant Aimbridge Hospitality Holdings, LLC is registered to do business in Texas and has purposefully availed itself to the laws, benefits, and privileges of doing business in Texas. Defendant Aimbridge Hospitality Holdings, LLC's headquarters and principal place of

⁴ See Defendant's Original Answer and Affirmative Defenses and Original Counterclaim, *Trisura Specialty Insurance Company v. Provident Hospitality Holdings, LLC*, #3:22-cv-02369 (N.D. Tex.), ¶ 12.

business is in Texas. In 2012, Defendant Aimbridge Hospitality Holdings, LLC formed Channel Point Hospitality LLC, a Texas limited liability company, as a division to focus on mid-scale hotels.⁵

45. Defendant OKC Airport ES LLC formed a venture with Defendant Channel Point Hospitality LLC in Texas by entering into a hotel management agreement to operate and manage ESA OKC Hotel and provide hotel rooms to sex traffickers and collect revenue from sex traffickers. The benefit of such venture was received in Texas.

46. Upon information and belief, the governing law of the of the hotel management agreement between Defendant OKC Airport ES LLC and Defendant Channel Point Hospitality LLC is Texas.

47. Defendant Channel Point Hospitality LLC benefited from its ongoing venture with Defendant OKC Airport ES LLC in Texas by receiving management and incentive fees, including a percentage of gross room revenue, on a monthly and annual basis.

48. Defendant Channel Point Hospitality LLC's venture with Defendant OKC Airport ES LLC in Texas resulted in, and is related to, Plaintiff N.C.'s trafficking at ESA OKC Hotel.

49. Defendant Hotel Manager is a Texas-based hotel investment and management firm. All of its business decisions are made in Texas. All of the benefits it receives are received in Texas.

50. The revenue and benefit received at ESA OKC Hotel from the trafficking of Plaintiff N.C., benefited its owner Defendant OKC Airport ES LLC in Dallas County, Texas. In turn, Defendant OKC Airport ES LLC shared the benefit with all other Defendants.

51. The operative facts of this litigation concern Defendants receiving a benefit from

⁵ Aimbridge Hospitality, <https://www.aimbridgehospitality.com/history-and-milestones/> (last visited Feb. 2, 2024).

the participation in a venture that traffics another person, namely Plaintiff N.C. There is a sufficient nexus between Defendants and the benefit received such that specific personal jurisdiction in Texas is proper.

52. Texas has an expectation and right to regulate companies who operate and do business in Texas to protect not only Texans, but the world from unlawful activity.

53. Texas has an interest in prohibiting the formation of trafficking ventures between Texas entities and entities who maintain minimum contacts within Texas.

54. Texas has an interest in furthering fundamental social policies by discouraging Texas business relationships that benefit from and are the source of the promotion and facilitation of sex trafficking.

55. Texas is a convenient and effective forum because Plaintiff N.C. was trafficked at ESA OKC Hotel, owned by Texas company Defendant OKC Airport ES LLC, which all other Defendants benefited from.

56. The exercise of specific personal jurisdiction over all Defendants in Texas comports with the notions of fair play and substantial justice, as all Defendants have continuous Texas contacts directly related to their relationship with Defendant OKC Airport ES LLC.

57. The exercise of specific personal jurisdiction over all Defendants in Texas is consistent with the due process requirements of the Constitutions of both the United States and Texas.

58. The exercise of specific personal jurisdiction over all Defendants in Texas is fair because all Defendants have continuous Texas contacts, continue to conduct extensive business in Texas, and modern transportation and communications has made it much less burdensome for a party to be sued and defend itself in a state where it engages in significant economic activity.

59. For these reasons, specific personal jurisdiction over all Defendants is proper.

FACTUAL BACKGROUND

60. In Dallas, Texas an estimated 400 teens are sold for sex every night.⁶

61. In the United States of America, the median age of a victim's entry to trafficking and initial sex trade experience is fifteen (15) years of age.⁷

62. On April 8, 2022, fifteen (15) year-old Plaintiff N.C. went with her father to Dallas, Texas to attend a Dallas Mavericks basketball game at the American Airlines Center.

63. During the basketball game, Plaintiff N.C. left her seat to go to the restroom, and she never returned.

64. Plaintiff N.C. was given alcohol and numerous narcotics, including methamphetamines.

65. Plaintiff N.C. was sold to an unknown adult male who transported her from Dallas, Texas to Oklahoma City, Oklahoma.

66. In Oklahoma City, Oklahoma Plaintiff N.C. was handed over to Kenneth Levan Nelson (“**Nelson**”).

67. Nelson is a convicted felon and registered sex offender:

- a. In 1994, Nelson was convicted of Rape in the First Degree in Cook County, Illinois in Case #94CR1461;
- b. In 2018, Nelson was convicted of Failure to Register as a Sex Offender in Henderson County, North Carolina in Case #2018CRS053270; and

⁶ New Friends New Life, <https://www.newfriendsnewlife.org/what-we-do> (last visited Jan. 31, 2024).

⁷ Gibbs, D. et al. (2015) *Evaluation of Services for Domestic Minor Victims of Human Trafficking*. Retrieved from <https://www.ojp.gov/pdffiles1/nij/grants/248578.pdf>.

c. In 2021, Nelson was convicted of Failure to Comply with Sex Offender Registration Act in Oklahoma County, Oklahoma in Case #CF-2021-1250.

68. Nelson's Oklahoma sex offender registration paperwork dated April 1, 2022, listed his name as "Kenneth Levan Nelson" and his address as 4820 W. Reno Ave. #333, Oklahoma City, Oklahoma 73127. This is the address of ESA OKC Hotel.

69. Nelson is a pimp.

70. Nelson rented at least two hotel rooms at ESA OKC Hotel and was associated with at least two other hotel rooms.

71. Nelson rented Room 318 at ESA OKC Hotel on March 11, 2022, and continuously rented it through the day Oklahoma City Police searched it on April 15, 2022, for a total of thirty-five (35) nights. Nelson rented Room 318 under a false name with an Oklahoma State Identification Card. Nelson paid for the room daily, three times using a credit card, and every other time paying cash. In total, Nelson paid \$1,868.83 for Room 318, which resulted in revenue, profit and benefit to all Defendants.

72. Nelson rented Room 333 at ESA OKC Hotel on March 14, 2022, and continuously rented it through the day Oklahoma City Police searched it on April 15, 2022, for a total of thirty-two (32) nights. Nelson rented Room 333 under a false name with an Oklahoma State Identification Card. Nelson paid for the room daily, every time paying cash. In total, Nelson paid \$1,283.82 for Room 333, which resulted in revenue, profit, and benefit to all Defendants.

73. Nelson was also associated with Room 220 and Room 230 at ESA OKC Hotel during March and April of 2022.

74. Nelson used Room 220, Room 230, Room 318, and Room 333 at ESA OKC Hotel and the exterior premises to direct, organize, facilitate, promote, and participate in a venture that trafficked women and minor girls, including Plaintiff N.C., for the purpose of prostitution.

75. When Plaintiff N.C. arrived at ESA OKC Hotel, she did not have any luggage, bags, additional clothing, or personal items of any kind.

76. On at least one occasion, surveillance video confirms that Nelson was in Room 220 with Plaintiff N.C.

77. Nelson provided Plaintiff N.C. with drugs, alcohol, and other illegal substances, including methamphetamines at ESA OKC Hotel.

78. Over the course of multiple days Plaintiff N.C. was forced into prostitution at ESA OKC Hotel. Plaintiff N.C. was made to perform sexual acts in exchange for money with multiple Johns. Numerous men came in and out of the hotel rooms as these sexual acts took place in hotel rooms inside ESA OKC Hotel, in cars in the parking lot at ESA OKC Hotel, and in a vacant lot adjacent to ESA OKC Hotel.

79. Nelson told Plaintiff N.C., “You bring me back the money. You go work for the money, but you bring me back the money.”

80. At the ESA OKC Hotel, Nelson had several male acquaintances who assisted him in this trafficking operation. Some of the male acquaintances escorted the prostitutes to and from the Johns. Some of the male acquaintances patrolled the hotel hallway with an AK-47 style assault rifle.

81. On April 14, 2022, Plaintiff N.C. was escorted out of Room 220 by one of Nelson’s male acquaintances to monitor her movement, and she was forced to perform a sexual act with a John in a different hotel room, and then escorted back to Room 220.

82. On more than one occasion, an adult male is outside of Room 220 with an AK-47 style assault rifle in plain sight walking up and down the ESA OKC Hotel hallway.

83. Surveillance video from ESA OKC Hotel confirms that Plaintiff N.C. was at the hotel and seen entering Room 220 and Room 333 on multiple occasions.

84. On more than one occasion, Plaintiff N.C. is severely under the influence of a controlled substance and staggering up and down the ESA OKC Hotel hallway.

85. During the days that Plaintiff N.C. was at ESA OKC Hotel, there was a large amount of foot traffic in and around Nelson's hotel rooms.

86. On more than one occasion while Plaintiff N.C. was at ESA OKC Hotel, there were multiple females being escorted down a hallway by one male.

87. Sarah Elizabeth Hayes (“**Hayes**”) was working as a prostitute, co-conspirator, and associate of Nelson at ESA OKC Hotel.

88. On at least one occasion, surveillance video confirms that Hayes was in Room 333 with Plaintiff N.C.

89. Defendant Hotel Manager employed staff to work the front desk reception area at ESA OKC Hotel. Defendant Hotel Manager claims to train its employees to report behavior which they believe to be human trafficking conduct that constitutes the solicitation or purchase of commercial sexual activity to their immediate supervisor.⁸

90. On April 14, 2022, Plaintiff N.C. was forced to perform a sexual act with a John in a vacant lot adjacent to ESA OKC Hotel. As she returned to the hotel front door, she was met by a male employee of Defendant Hotel Manager and two male known acquaintances of Nelson. The three men immediately followed her into the lobby, where she was visibly upset and crying.

⁸ Exhibit 2 – Aimbridge Hospitality Human Trafficking Prevention.

Nelson's two acquaintances escorted her back to a hotel room and the Defendant Hotel Manager's employee did nothing to help Plaintiff N.C. and returned to work behind the front desk.

91. Defendant Hotel Manager's employees either failed to recognize the signs of human trafficking or chose to turn a blind eye and ignore what was happening to Plaintiff N.C. and never made any report of human trafficking.

92. While at ESA OKC Hotel, Plaintiff N.C. did not shower for days and was not given food regularly.

93. Inside one of Nelson's hotel rooms at ESA OKC Hotel, Nelson instructed Hayes and other prostitutes to clean up Plaintiff N.C. in the shower and to give her a black dress to wear.

94. Hayes took a nude photograph of Plaintiff N.C. in the shower of a hotel room at ESA OKC Hotel. This photograph is child pornography.

95. Nelson took a nude photograph and other sexually provocative photographs of Plaintiff N.C. in a hotel room at ESA OKC Hotel. These photographs are child pornography.

96. Nelson told Plaintiff N.C. to remove her dress, and when she refused, he punched her in the face.

97. Nelson told Plaintiff N.C. his "hands were 'bisexual' because they hit both men and women."

98. When Plaintiff N.C. refused to comply with one of Nelson's requests, he physically drug her by the arms out of one hotel room, down the hall of ESA OKC Hotel, to another one of his hotel rooms causing Plaintiff N.C. to have scrapes and rugburns on her legs.

99. Plaintiff N.C.'s photographs were posted on an online advertisement at www.skipthegames.com, a website known to be used to advertise commercial sex services. The advertisement included a list of services the buyer may enjoy, including:

- a. Deep throat;
- b. Intercourse – Anal (Greek);
- c. Intercourse – Vaginal (FS);
- d. Massage – sensual;
- e. Domination – mild (BDSM);
- f. Intercourse – Oral; and
- g. Lunch / dinner dates.

100. Plaintiff N.C.’s photographs were also posted on an online advertisement at www.escortalligator.com, a website known to be used to advertise commercial sex services. The advertisement stated, “how are you gentlemen doing this afternoon/evening I am here from Dallas visiting looking for some company just hit me up and we will go from there.”

101. Upon information and belief, Nelson and Hayes used ESA OKC Hotel’s Wi-Fi internet to post the photographs and advertisements online.

102. Based on the background in the photographs of Plaintiff N.C. posted online, Oklahoma City Police were able to determine that the photographs were taken at the ESA OKC Hotel due to:

- a. The green accent wall;
- b. Unique identifiable artwork featuring a red doorway;
- c. Kitchen area with a white refrigerator;
- d. Light tan colored kitchen countertop;
- e. Gold double wall lamp mounted next to the bed;
- f. HVAC unit mounted below the window; and
- g. Headboard with dark brown trim and tan square interior.

103. Defendant ESA Corporate operates a website, www.extendedstayamerica.com, that promotes and advertises the ESA OKC Hotel owned by Defendant ESA Affiliate and includes photographs of the interior of the hotel rooms.⁹ Those online photographs match the background in the photographs posted online of Plaintiff N.C.

104. Oklahoma City Police traced the phone numbers listed on the online advertisements to be associated with the false name Nelson used to rent hotel rooms at ESA OKC Hotel.

105. Oklahoma City Police used an undercover officer to contact the phone numbers listed on the online advertisements which ultimately led to an undercover officer meeting a prostitute in Room 230 at ESA OKC Hotel.

106. Oklahoma City Police officers spoke with Defendant Hotel Manager's employee and discussed the identity of Nelson. The employee only told the police of two hotel rooms (318 and 333) associated with Nelson. Based on that information Oklahoma City Police obtained search warrants for Room 318 and Room 333 at ESA OKC Hotel.

107. Oklahoma City Police officers executed the search warrants on Room 318 and Room 333 on April 15, 2022, at ESA OKC Hotel. The search revealed several individuals associated with human trafficking and multiple arrests were made. These individuals identified Nelson, Hayes, and Plaintiff N.C. as recently being in Room 318 and Room 333. Witnesses told Oklahoma City Police they observed Nelson hit Plaintiff N.C. in the face. Another witness described to police an argument between Nelson and Plaintiff N.C. that occurred in Room 220.

108. Plaintiff N.C. was in a hotel room at the ESA OKC Hotel at the time the police search warrants were executed, but she was not in Room 318 or Room 333, and she recalls hearing

⁹ Exhibit 3 – Three hotel room photographs, Extended Stay America – Oklahoma City – Airport.

the commotion. At the time, Plaintiff N.C. was under the control of Nelson and could not leave the room to contact the police.

109. After the search warrant execution was over, Nelson and Hayes were able to flee the ESA OKC Hotel and transport Plaintiff N.C. with them. They transported Plaintiff N.C. to another pimp at an apartment complex nearby.

110. Plaintiff N.C. was assaulted and forced into prostitution by the new pimp at the apartment complex.

111. On April 16, 2022, Nelson and Hayes were arrested at a different hotel near ESA OKC Hotel for their roles in trafficking Plaintiff N.C.

112. On April 18, 2022, Oklahoma City Police successfully recovered Plaintiff N.C. outside the new pimp's apartment complex. Plaintiff N.C. was taken to the hospital, underwent a sexual assault exam, voluntarily gave a forensic interview, and fully cooperated with the Oklahoma City Police Department's investigation.

113. On April 18, 2022, for the first time in over ten (10) days, Plaintiff Jane Doe and her husband were reunited with their daughter, Plaintiff N.C.

114. In case #CF-2022-2029 in Oklahoma County, Oklahoma, Nelson was indicted for:

- a. Count 1: Manufacturing Child Pornography;
- b. Count 2: Distributing Child Pornography;
- c. Count 3: Human Trafficking;
- d. Count 4: Conspiracy to Commit a Felony;
- e. Count 5: Conspiracy to Commit a Felony; and
- f. Count 6: Child Abuse.

115. Nelson pled guilty to those charges on October 25, 2022, and was sentenced to twenty-five (25) years in prison.¹⁰

116. In case #CF-2022-2029 in Oklahoma County, Oklahoma, Hayes was indicted for:

- a. Count 1: Manufacturing Child Pornography;
- b. Count 2: Distributing Child Pornography;
- c. Count 3: Human Trafficking under the age of Eighteen (18);
- d. Count 4: Conspiracy to Commit a Felony; and
- e. Count 5: Conspiracy to Commit a Felony.

117. Hayes pled guilty to those charges on September 13, 2022, and was sentenced to twenty (20) years in prison.¹¹

118. At all times, Plaintiff N.C. was a minor, under the age of seventeen (17), and not able to consent to sexual conduct.

119. As a result of the sex trafficking, Plaintiff N.C. suffered physical injuries, physical impairment, pain and suffering, and mental anguish, and still suffers presently.

120. As a result of the sex trafficking, Plaintiff N.C. required intensive inpatient treatment and could not return home to her normal household chores, part-time job, and was unable to stay on track with her education.

The hotel industry plays a key role in sex trafficking.

121. Today, sex slavery is rampant in the United States of America, and hotels are the primary place where sex trafficking activities (sex acts) occur.¹² And it is a big business, in 2019

¹⁰ Exhibit 4 – Nelson Amended Judgment and Sentence.

¹¹ Exhibit 5 – Hayes Judgment and Sentence.

¹² McCain Institute, *A Six-Year Analysis of Sex Traffickers of Minors*, March 10, 2021, <https://www.mccaininstitute.org/resources/reports/a-six-year-analysis-of-sex-traffickers-of-minors/> (last visited Jan. 31, 2024).

it is estimated that human trafficking from sexual exploitation brought profits of \$99 billion a year.¹³

122. Hotel rooms are “optimal spots for traffickers to exploit their victims because they can pay for the rooms in cash and change locations on a nightly basis without being detected.”¹⁴ Traffickers often upload photos of their victims in the hotel room and upload the pictures as advertisements on sex websites.¹⁵

123. A 2014 study found that 92% of calls received by the National Human Trafficking Hotline involved reports of sex trafficking taking place at hotels.¹⁶ Other comprehensive reports, based on worldwide surveys, found that hotels are the primary scene of sexual exploitation of children in 93.3% of incidences.¹⁷

124. A 2017 University of Texas at Austin School of Social Work report estimated that 79,000 Texas youth are victims of sex trafficking.¹⁸

125. To address the rampant crisis of sex trafficking at hotels, multiple agencies and organizations have established recommended policies and procedures for recognizing the signs of sex trafficking, including:¹⁹

¹³ Jaclyn Gallucci, *Human Trafficking Is an Epidemic in the U.S. It's Also Big Business*, Fortune, Apr. 14, 2019, <https://fortune.com/2019/04/14/human-sex-trafficking-us-slavery/> (last visited Jan. 31, 2024).

¹⁴ Eleanor Goldberg, *You Could Help Save a Trafficking Victim's Life with your Hotel Room Pic*, Huffington Post, June 27, 2016, https://www.huffpost.com/entry/taking-a-photo-of-your-hotel-room-could-help-save-a-trafficking-victims-life_n_57714091e4b0f168323a1ed7 (last visited Jan. 31, 2024).

¹⁵ *Id.*

¹⁶ Michele Sarkisian, *Adopting the Code: Human Trafficking and the Hotel Industry*, Cornell Hospitality Report, October 2015, https://ecommons.cornell.edu/bitstream/handle/1813/71224/Sarkisian_2015_Human_trafficking.pdf (last visited Jan. 31, 2024).

¹⁷ Erika R. George and Scarlet R. Smith, *In Good Company: How Corporate Social Responsibility Can Protect Rights and Aid Efforts to End Child Sex Trafficking and Modern Slavery*, 46 N.Y.U. J. Int'l L. & Pol. 55, 66-67 (2013).

¹⁸ University of Texas at Austin Steve Hicks School of Social Work, *More than 300,000 estimated victims of human trafficking in Texas*, January 24, 2017, <https://socialwork.utexas.edu/more-than-300000-estimated-victims-of-human-trafficking-in-texas/> (last visited Jan. 31, 2024).

¹⁹ <https://www.dhs.gov/blue-campaign>; <https://www.missingkids.org/theissues/trafficking>; <https://polarisproject.org/training/>; <https://www.ecpatusa.org/code>, <https://ecpat.org/wp-content/uploads/2021/08/UnpackingHumanTraffickingVol2.pdf>; <https://www.texasattorneygeneral.gov/human->

- a. United States Department of Homeland Security’s “Blue Campaign;”
- b. National Center for Missing and Exploited Children’s “Child Sex Trafficking Risk Factors;”
- c. The Polaris Project’s “Human Trafficking 101;”
- d. End Child Prostitution and Trafficking (“ECPAT”) Tourism Child-Protection Code of Conduct and “Unpacking Human Trafficking Vol. 2;”
- e. Texas Attorney General Office’s “Be The One” and “Commercial Lodging Training Resources;” and
- f. Texas Governor Greg Abbott’s Child Sex Trafficking – Research and Resources.

126. Some of the recommended policies and procedures intended to reduce or eliminate sex trafficking, include learning to identify sex trafficking victims like Plaintiff N.C. and sex traffickers like Nelson and other warning signs and indicators of sex trafficking, including but not limited to:²⁰

- a. Individuals show signs of fear, anxiety, tension, submission, and/or nervousness;
- b. Individuals show signs of physical abuse, restraint, and/or confinement;
- c. Individuals exhibit evidence of verbal threats, emotional abuse, and/or being treated in a demeaning way;
- d. Individuals show signs of malnourishment, poor hygiene, fatigue, sleep deprivations, untreated illness, injuries, and/or unusual behavior;
- e. Individuals lack freedom of movement or are constantly monitored;
- f. Individuals avoid eye contact and interaction with others;

trafficking-section/be-one, <https://www.texasattorneygeneral.gov/human-trafficking-section/human-trafficking-training-and-signage>, and <https://gov.texas.gov/organization/cjd/cstt-research> (last visited Jan. 31, 2024).

²⁰ *Id.*

- g. Individuals have no control over or possession of money or identification;
- h. Individuals dress inappropriately for their age or have lower quality clothing compared to others in their party;
- i. Individuals have few or no personal items – such as no luggage or other bags;
- j. Individuals appear to be with a significantly older “boyfriend” or in the company of older males;
- k. A group of girls appears to be traveling with an older female or male;
- l. A group of males or females with identical tattoos in similar locations. This may indicate “branding” by a trafficker;
- m. Drug abuse of frequent use of “party drugs” such as GHB, Rohypnol, Ketamine, MDMA (Ecstasy), Methamphetamines, Cocaine, and Marijuana;
- n. Significant foot traffic, in and out of rooms;
- o. Possession of bulk sexual paraphernalia, such as condoms or lubricant;
- p. Possession or use of multiple cell phones;
- q. Possession or use of large amounts of cash or pre-paid cards;
- r. Renting of multiple hotel rooms;
- s. Denial of access to room or refusal of room cleaning for an extended stay;
- t. Insistence on cash payment for hotel rooms;
- u. Requests of additional towels and linens from hotel housekeeping; and
- v. Extended stay at hotel with few or no personal possessions.

127. Hotel owners and operators have a unique vantage point to recognize the signs and indicators of sex trafficking listed above, which usually occur on hotel properties. Several major hotel chains, including franchisors, franchisees, and owner/operators have adopted anti-human

trafficking policies to train employees to identify and properly respond to “red flags” of sex trafficking. Policies alone will not protect victims of sex trafficking. There must be actual adoption, implementation, enforcement, and training of employees on anti-sex trafficking policies in order for them to be effective.

128. Defendant Extended Stay America, Inc. and the “Extended Stay America” brand is the leading extended stay hotel brand in the United States with approximately 760 hotels comprising close to 85,000 hotel rooms.²¹

129. The most effective weapon against sexual exploitation and human trafficking is education and training. ECPAT reports that, of hotel employees who receive training on sex trafficking, 84% have increased awareness of these events compared with 16% of untrained employees.²²

130. Each Defendant had the opportunity and responsibility to adopt, implement, enforce, and train employees on anti-sex trafficking policies at ESA OKC Hotel, and unfortunately for Plaintiff N.C., they failed to do so.

Defendant ESA Corporate’s knowledge and notice of human trafficking on its properties.

131. Prior to Plaintiff N.C. being trafficked at ESA OKC Hotel, Defendant ESA Corporate knew that sex trafficking was occurring at its corporately owned and affiliated hotel properties.

132. In August 2019, Defendant ESA Corporate was sued in federal court in the Northern District of Georgia Atlanta Division in Case #1:19-CV03841-CAP, for its role in sex trafficking that occurred in 2011-2013, and the factual allegations included:

²¹ HospitalityNet, *Extended Stay America Sells 32 Hotels to Provident Realty Advisors and Lodging Advisory Group*, November 2, 2018, <https://www.hospitalitynew.org/news.4090613.html> (last visited Jan. 27, 2024).

²² ECPAT USA, *Training For Hotel Associates*, <https://www.ecpatusa.org/hotel-training> (last visited Jan. 31, 2024).

- a. Defendant ESA Corporate “participated in Plaintiff’s sex trafficking and knowingly benefitted by, on information and belief, receiving money from Plaintiff’s trafficker for lookout work and other illegal services provided to Plaintiff’s trafficker, and by receiving money from Plaintiff’s trafficker for rental of hotel rooms in which Plaintiff was subsequently and openly sold for sex as many as 10 times per day. Through these and other actions, [Extended Stay America] participated in a venture it knew or should have known engaged in the sex trafficking of Plaintiff.” *See Complaint For Damages*, ¶ 38-42.
- b. “Sex trafficking at the Atlanta [Extended Stay America] was so pervasive and condoned that upon learning that other victim was being trafficked, the front desk employee revealed that he kept lingerie outfits behind the counter for sale. The employee pulled out a bag of outfits and tried to sell the lingerie to the victim.” *See Complaint For Damages*, ¶ 256.

133. In December 2019, Defendant ESA Corporate was sued in federal court in the District of Oregon Portland Division in Case #3:19-cv-01992-IM, for its role in sex trafficking that occurred in 2012-2013, and the factual allegations included:

- a. “A former prostitute stated in her interview that she solicited her customers online and chose the Extended Stay America specifically because it was ‘safer.’” *See Complaint*, ¶ 70(u).
- b. Five public arrests made in sex trafficking and prostitution crimes at Extended Stay America hotels. *Id.*

134. In January 2020, Defendant ESA Corporate was sued in federal court in Northern District of Texas Dallas Division in Case #3:20-CV-00050, for its role in sex trafficking that occurred in 2006-2019, and the factual allegations included:

- a. “When [Extended Stay America] eventually began to adopt policies and public statements to combat sex trafficking, it did so in appearance only but utterly lacking substance.” *See Complaint*, ¶ 125.
- b. Defendant ESA Corporate could have kicked the affiliated “hotel out of their system as delinquent but it would have been done at the expense of terminating their royalty payments and room rental profits, so it was not done.” *Id. at* ¶ 148.
- c. “For years Defendant [Extended Stay America] has demonstrated willful blindness to the rampant sex trafficking occurring throughout its Extended Stay America brand across the country. This entrenched apathy to the real risk of sex trafficking allowed the exploitation of [Plaintiff] at an Extended Stay America that forms the basis for this complaint.” *Id. at* ¶ 163(j).

135. Defendant Extended Stay America, Inc. claims to act against human trafficking. On its website it includes, “How Extended Stay America has joined the fight” and lists only three things: (1) Founding member of the AHLA Foundation “No Room for Trafficking” survivors fund, (2) Committed to raising awareness, and (3) All our associates will wear blue the week of January 9 to show our support.²³ But those claims are superficial, and Defendant Extended Stay America, Inc. does nothing to acknowledge the actual trafficking that occurs in its hotels and fails to prevent it from happening in the future.

²³ Extended Stay America, <https://www.extendedstayamerica.com/human-trafficking-prevention> (last visited Jan. 27, 2024).

136. Defendant ESA Corporate has over seventy (70) hotels in Texas in dozens of cities across the state. Defendant ESA Corporate conducts and operates business throughout the State of Texas.

Defendants’ knowledge and notice of trafficking at ESA OKC Hotel.

137. In addition to Defendant ESA Corporate’s knowledge of sex trafficking occurring at its hotels generally, prior to Plaintiff N.C. being trafficked, all Defendants also knew of sex trafficking and prostitution occurring specifically at the ESA OKC Hotel.

138. In October 2016, Monica M. left an online public review of the ESA OKC Hotel on www.triadvisor.com, which said, “This place is nasty and dirty. The towels smelled, the bathroom was dirty. This place is surrounded by hookers. I would never recommend this place to anyone. The bed was also very uncomfortable.”²⁴

139. In 2019, Michael David left an online public review of the ESA OKC Hotel on www.google.com, which said, “ABSOLUTELY TERRIBLE!! If I could give them no stars I would!!! I’ve asked 3 times at the front counter for maids service to clean my room, it’s been 2 WEEKS without any service to my room!!! Not the safest area, bring a firearm if you plan on staying here. I’ve seen (and heard) multiple hookers come and go, also walls are paper thin and heard a few very loud domestic disputes, so needless to say this company has lost my business forever. ALSO, the free ‘WIFI’ doesn’t work, it takes minutes to load one page!!!”²⁵

140. On August 4, 2019, Andrew left an online public review of the ESA OKC Hotel on www.expedia.com, which said, “The room smells like body odor stains in the carpet food particles clogging up the drain in the sink people smoking marijuana in the stairways Fighting in the parking lot and prostitutes banging at the exit doors Tried calling the front desk several times but got no

²⁴ Exhibit 6 – Tripadvisor Review - Monica M.

²⁵ Exhibit 7 – Google Review – Michael David.

answer.” The response from Hotel Management on August 6, 2019, said, “Dear Andrew, Thank you for bringing this to our attention. We take these matters very seriously and will take the necessary actions to ensure this is properly addressed. Sincerely, Hotel Management.”²⁶

141. In May 2020, Toni left an online public review of the ESA OKC Hotel on www.priceline.com, which said, “HORRIBLE STAY. I had to keep calling and complaining on other guest. The definitely have people prostituting out of this hotel & they let anyone stay here. Waste of money.”²⁷

142. In June 2020, Tia left an online public review of the ESA OKC Hotel on www.priceline.com, which said, “Well for starters it tells you it’s near the airport BUT it’s more like skid row. Front desk had pop rocks for brains they couldn’t tell you where a simple luggage cart was and then give a food cart to take your belongings down. Blood on the curtains, hair in the bath tub. Toothpicks only the floor the entire room looked like it hadn’t been clean in a while BUT on their website it states that a member of management would check the room before you checked and that didn’t happen. You had to pay extra for housekeeping to come by (because they only come by every 2 weeks). All the rooms on the end where I was staying said no smoking well I not only smelled cigarette smoke I smelled marijuana. There was yelling and cussing all times of day/night/. Prostitutes and drug dealers EVERYWHERE. The only reason I stayed is because it was a holiday weekend and everything was booked. OH let’s not call the hotel corporate because you won’t get a call back or if you do they act like the don’t care.”²⁸

143. In August 2020, RichmondZZ left an online public review of the ESA OKC Hotel on www.tripadvisor.com, which said, “‘Pimps’ and prostitutes everywhere, drug smells creep into

²⁶ Exhibit 8 – Expedia Review – Andrew.

²⁷ Exhibit 9 – Priceline Review – Toni.

²⁸ Exhibit 10 – Priceline Review – Tia.

room, some clown behind the counter raised his voice to me, room service ridiculous thieves, rooms are disgusting. Amex is refunding \$2050. Don't try." The response from iResponze Alerts, Agency / Consultant at Extended Stay America – Oklahoma City – Airport on August 20, 2020, said, "Thank you from bringing your concerns to our attention. We apologize for the disappointing experience outlined and for the difficulties you had with our accommodations. We will investigate your comments and will relay the message to our management team. We regret the inconvenience caused and what transpired. Sincerely, Hotel Management."²⁹

144. In addition to the specific online comments about pimps, prostitutes, and sex occurring at the ESA OKC Hotel, prior to Plaintiff N.C. being trafficked, Defendant ESA Affiliate, Defendant Hotel Manager, and Defendant J&P knew there was rampant similar criminal activity:

- a. On October 18, 2018, Jung Choi was arrested for Use of a Computer to Violate State Statutes (Internet Prostitution) and Offering to Engage – Prostitution at ESA OKC Hotel in Oklahoma City Police Department Case #18-084216;
- b. On August 5, 2021, police were dispatched to ESA OKC Hotel for sex offenses in Oklahoma City Police Department Incident #202108-0013745;
- c. On October 16, 2021, Montie Washington was arrested for Rape – First Degree (Forcible Rape) at ESA OKC Hotel in Oklahoma City Police Department Incident #2021-0078900; and
- d. On October 31, 2021, Daria Jones, a Defendant Hotel Manager's employee, was arrested for Aggravated Assault for the stabbing of a hotel guest with a knife multiple times at ESA OKC Hotel in Oklahoma City Police Department Incident #2021-0082829.

²⁹ Exhibit 11 – Tripadvisor Review – RichmondZZ.

Defendant ESA Affiliate, Defendant Hotel Manager, and Defendant J&P received benefits in Texas from trafficking.

145. Defendant Provident is a privately held real estate and investment firm in Dallas, Dallas County, Texas. Since its formation in 1991, Defendant Provident has developed or invested in more than \$5.5 billion worth of real estate projects across the nation.³⁰

146. Defendant Provident boasts on its website of its 2018 acquisition of sixteen (16) Extended Stay America branded hotels, including eleven (11) hotels in Texas and five (5) in Oklahoma.³¹ Defendant Provident negotiated and made business decisions to enter the hotel industry from its headquarters and principal place of business in Dallas County, Texas.

147. When discussing Defendant Hotel Manager’s role in the acquisition and as the hotel manager, Defendant Provident CEO and owner Leon Backes said, “Aimbridge was instrumental in a successful transaction. We are confident in Aimbridge’s ability to improve the performance of these hotels through professional management. Their leadership team is experienced and their track record is proven.”³² Decision makers for Defendant Provident and Defendant Hotel Manager are located in Texas.

148. Defendant Provident formed a series of subsidiary Texas entities for the ownership and management of each hotel property, including ESA OKC Hotel. These subsidiary entities include: Defendant OKC Airport ES LLC, Defendant Provident Hospitality Holdings LLC, Defendant Provident ES Partners LLC, Defendant Provident ES Manager LLC, and Defendant PRA GP No. 2, Inc. All of the business decisions makers for each of these entities are located in Dallas, Texas.

³⁰ Provident, <https://www.providentrealty.net/about/> (last visited Jan. 27, 2024).

³¹ Provident, <https://www.providentrealty.net/provident-news/> (last visited Jan. 27, 2024).

³² HospitalityNet, *Extended Stay America Sells 32 Hotels to Provident Realty Advisors and Lodging Advisory Group*, November 2, 2018, <https://www.hospitalitynew.org/news.4090613.html> (last visited Jan. 27, 2024).

149. When Nelson paid for the hotel rooms, it benefited Defendant OKC Airport ES LLC, a Texas limited liability company, as well as its ultimate parent Defendant Provident whose headquarters and principal place of business is in Dallas, Dallas County, Texas.

150. When Defendant OKC Airport ES LLC earns money and generates revenue, it benefits Defendant Provident Hospitality Holdings LLC, Defendant Provident ES Partners LLC, Defendant Provident ES Manager LLC, Defendant PRA GP No. 2, Inc., and Defendant Provident.

151. Defendant Provident Hospitality Holdings LLC entered into an asset management agreement with Defendant J&P to manage the sixteen (16) hotels branded as Extended Stay America hotels, including ESA OKC Hotel, and to supervise Defendant Hotel Manager.

152. Under the asset management agreement, Defendant J&P was obligated to ensure that each hotel, including ESA OKC Hotel, had the status and character of a first class lodging and hotel property and to maximize revenues.

153. Defendant J&P is paid for its services at ESA OKC Hotel by a percentage of the revenue, including gross room rentals, from ESA OKC Hotel.

154. When Nelson paid for the hotel rooms, it benefited Defendant J&P.

155. Defendant OKC Airport ES LLC entered into a hotel management agreement with Defendant Hotel Manager to operate, manage, and staff ESA OKC Hotel, branded as an Extended Stay America hotel. All decision makers in this business venture are located in Texas.

156. Under the hotel management agreement, Defendant Hotel Manager was obligated to operate ESA OKC Hotel in a businesslike manner and to employ, supervise, train, and direct staff members.

157. Defendant Hotel Manager is paid for its services to ESA OKC Hotel by a percentage of the revenue, including gross room rentals, from ESA OKC Hotel.

158. When Nelson paid for the hotel rooms, it benefited Defendant Hotel Manager, whose headquarters and principal place of business is in Plano, Texas.

Defendant ESA Corporate controlled Defendant ESA Affiliate and Defendant ESA Corporate received benefits from trafficking.

159. Defendant ESA Corporate is one of the largest hotel brands in the world. It owns and operates the Extended Stay America brand with over 650 hotels in forty-four (44) states throughout the United States of America.

160. Defendant ESA Affiliate is required to comply with franchise agreement standards, policies, and rules, including those relating to security, kidnapping, the trafficking of persons and/or compelled prostitution, if any, promulgated by Defendant ESA Corporate.

161. Defendant ESA Corporate is liable for the acts of its franchisees when it exerts day-to-day control over its franchisees.

162. In addition to brand recognition, a marketing organization, hotel listings in the Global Distribution System (GDS) and other online travel agency databases, the Extended Stay America brand provides each franchise hotel with access to its brand-wide central reservation system, toll-free telephone number, revenue management tools, loyalty programs, and a website. Thus, booking and room reservations are controlled by Defendant ESA Corporate.

163. Booking and room reservations occur on a daily basis.

164. Defendant ESA Corporate maintains a brand loyalty rewards program, “Extended Perks,” which provides savings and benefits such as:

- a. Exclusive member rates when booking on esa.com, through the call center or on property;
- b. Faster and easier booking and check-in;

- c. Prizes and month drawings for gift cards; and
- d. New members receive a 10% registration discount on their next booking.

165. Defendant ESA Corporate requires its franchisees and affiliates, including Defendant ESA Affiliate, to adhere to consistent standards.

166. Defendant ESA Corporate exercises control over its franchisees and affiliates, including Defendant ESA Affiliate, to ensure quality control by conducting annual on-site inspections to confirm its policies and procedures are provided, monitored, and enforced.

167. Defendant ESA Corporate exercises control over its franchisees and affiliates, including Defendant ESA Affiliate, over decisions related to payment options for rooms, including but not limited to allowing payment by cash or pre-paid credit card.

168. Defendant ESA Corporate controls Defendant ESA Affiliate's use of social media reviews. According to Defendant ESA Corporate's Service Standard 205.03(D), "Franchisees must utilize iResponze, a 3rd party vendor, to respond to all reviews with comments on Booking.com, Expedia, Hotels.com, TripAdvisor, Google, Travelocity, and Orbitz.com. Franchisees must close out Medallia Alerts associated with these reviews once iResponze posts a response within 24-48 hours of the review going live."³³

169. Defendant ESA Corporate exercises an ongoing right of control over its hotels, including but not limited to ESA OKC Hotel and Defendant ESA Affiliate, through at least one or more of the following actions:

- a. Hosting online bookings on website domain www.extendedstayamerica.com;
- b. Requiring Extended Stay America branded hotels use the "Extended Perks" rewards program;

³³ Exhibit 12 – Extended Stay America Service Standards 205.03.

- c. Setting employee wages;
- d. Making employment decisions;
- e. Advertising for employment;
- f. Sharing profits;
- g. Providing standardized training methods for employees;
- h. Building and maintaining the facility in a specified manner;
- i. Providing standardized or strict rules of operation;
- j. Requiring regular inspection of the facility and operation;
- k. Fixing prices;
- l. Setting security policies and procedures;
- m. Making interior and exterior design decisions; and/or
- n. Other actions that deprive Defendant ESA Affiliate of independence in its business operations.

170. Defendant ESA Corporate, as a franchisor, generates substantial income from operating hotels such as ESA OKC Hotel. In exchange for providing the services described above, Defendant ESA Corporate receives a share of the profits and benefits from room rentals collected by Defendant ESA Affiliate as well as purchases made on site. Defendant ESA Corporate benefits from the franchising royalty fees, reservation fees, marketing fees, loyalty program fees, system service fees, and other miscellaneous and ancillary fees, as described in the franchise documents. The fees generated are primarily based on gross room rentals, and therefore, Defendant ESA Corporate's profits increase with each room rental at the ESA OKC Hotel.

171. The royalty fee is based on a percentage of gross room revenue. Gross room revenue means revenue attributable to, or payable for, the use and occupancy of guest rooms at the ESA OKC Hotel, including barter and credit transactions.

172. Defendant ESA Corporate generates revenue, profit, and benefits from each room that is rented at ESA OKC Hotel.

173. When Nelson paid for the hotel rooms, it benefited Defendant ESA Corporate.

174. Defendant ESA Corporate is the principal in an agency relationship with Defendant ESA Affiliate.

175. As principal, Defendant ESA Corporate controls the decisions on implementation and execution of training policies for its branded properties, including the ESA OKC Hotel.

176. Defendant ESA Corporate ratified the actions and inactions of Defendant ESA Affiliate.

177. Defendant ESA Corporate and Defendant ESA Affiliate are a single joint employer with a high degree of interrelated, intermingled, and unified operations at the ESA OKC Hotel where Plaintiff N.C. was trafficked.

178. Defendant ESA Corporate maintains it considers guest safety and security to be important and requires Defendant ESA Affiliate to comply with Defendant ESA Corporate's brand standards and all local, state, and federal laws.

179. Defendant ESA Corporate and Defendant ESA Affiliate share the common policies and practices complained of herein.

180. Defendant ESA Corporate required Defendant ESA Affiliate to pay a system service fee. In exchange for payment of the system service fee, Defendant ESA Corporate in its sole discretion will pay for:

- a. Advertising, promotion, publicity, public relations, and other marketing programs;
- b. Developing and maintaining the website;
- c. Developing and maintaining the reservation systems and support;
- d. Quality assurance programs;
- e. National and regional sales;
- f. Revenue management systems and support;
- g. Information systems development, deployment, and support;
- h. Training;
- i. Market research and product development;
- j. Franchisee support systems;
- k. Administrative costs and overhead related to the administration or direction of these projects and programs; and
- l. Any other programs that Defendant ESA Corporate determines in its sole discretion will benefit the system.

181. The system service fee is based on a percentage of gross room revenue at the ESA OKC Hotel.

182. Defendant ESA Corporate required Defendant ESA Affiliate to maintain the ESA OKC Hotel in good repair and first-class condition.

183. Defendant ESA Corporate required Defendant ESA Affiliate to use specific supplies that are uniform in order to maintain the identity, integrity and reputation of the Extended Stay America brand. These supplies are used at the ESA OKC Hotel on a daily basis.

184. Defendant ESA Corporate had control over Defendant ESA Affiliate by approving the manager or management company for the ESA OKC Hotel. The manager or management company worked at the ESA OKC Hotel on a daily basis.

185. Defendant ESA Corporate required Defendant ESA Affiliate to use the reservation system that Defendant ESA Corporate designates. The reservation system is used at the ESA OKC Hotel on a daily basis.

186. Defendant ESA Corporate required Defendant ESA Affiliate to honor the terms of Defendant ESA Corporate's loyalty programs. The loyalty programs are used at the ESA OKC Hotel on daily basis.

187. Defendant ESA Corporate could specify and require training programs for Defendant ESA Affiliate.

188. Defendant ESA Corporate could inspect the ESA OKC Hotel at any time, without notice to Defendant ESA Affiliate.

189. Defendant ESA Corporate required Defendant ESA Affiliate to participate in and use all marketing materials that Defendant ESA Corporate specifies. Marketing is done at the ESA OKC Hotel on a daily basis.

190. Defendant ESA Corporate had to approve all marketing materials of Defendant ESA Affiliate. Marketing is done at the ESA OKC Hotel on a daily basis.

191. Defendant ESA Corporate maintained the website to advertise, market, and promote all Extended Stay America branded hotels, and provided a separate page on the Extended Stay America website for Defendant ESA Affiliate. This website is used at the ESA OKC Hotel on a daily basis.

192. Defendant ESA Corporate owned and limited the use of trademarks by Defendant ESA Affiliate.

193. Defendant ESA Corporate could immediately terminate the franchise agreement with Defendant ESA Affiliate if Defendant ESA Affiliate:

- a. Fails to comply with Defendant ESA Corporate's standards on safety, security, or privacy for guests at the ESA OKC Hotel; or
- b. Fails to uphold the reputation of the management, employees, or operation of the ESA OKC Hotel; and
- c. Such failure may significantly adversely reflect upon or affect the ESA OKC Hotel, the Extended Stay America system, or affiliated hotels.

194. Despite the repeated online public reviews of the ESA OKC Hotel referencing pimps and prostitutes and the rampant criminal activity at the ESA OKC Hotel, Defendant ESA Corporate never terminated the franchise agreement with Defendant ESA Affiliate.

195. All Defendants chose to turn a blind eye to the crimes and trafficking going on at the ESA OKC Hotel, and chose to put profits over people like Plaintiff N.C.

CAUSES OF ACTION

A. TRAFFICKING OF PERSONS – VIOLATION OF TEXAS CIVIL PRACTICE & REMEDIES CODE § 98.002 – ALL DEFENDANTS

196. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

197. Defendants' acts more fully described above, taken separately and/or together as outlined above constitute a violation of Texas Civil Practice and Remedies Code § 98.002, which holds that a defendant who (1) engages in the trafficking of persons or (2) intentionally or

knowingly benefits from participating in a venture that traffics another person is liable to the person trafficked.

198. “Trafficking of persons” means conduct that constitutes an offense under Chapter 20A, Texas Penal Code. *See Tex. Civ. Prac. & Rem. § 98.001.* Texas Penal Code Chapter 20A, Section 20A.02, enumerates the eight ways a person commits the criminal offense of “Trafficking of Persons.”

199. “Traffic,” means to transport, entice, recruit, harbor, provide, or otherwise obtain another person by any means. *See Tex. Pen. Code. Sec. 20A.01(4).*

200. On April 8, 2022, Plaintiff N.C. left her seat to go to the restroom at the American Airlines Center in Dallas, Dallas County, Texas and never returned.

201. Plaintiff N.C. was taken without her consent from Dallas, Texas to Oklahoma City, Oklahoma.

202. On or about April 14, 2022, Nelson engaged in the trafficking of persons, specifically by recruiting, harboring, providing, and obtaining Plaintiff N.C. and causing her to engage in and become the victim of Indecency with a Child, Sexual Assault, Aggravated Sexual Assault, Prostitution, Compelling Prostitution, and Possession or Promotion of Child Pornography.

203. On or about April 14, 2022, Hayes engaged in the trafficking of persons, specifically by recruiting, harboring, providing, and obtaining Plaintiff N.C. and causing her to engage in and become the victim of Indecency with a Child, Prostitution, Compelling Prostitution, Sexual Performance by a Child and Possession or Promotion of Child Pornography.

204. Nelson and Hayes engaged in a venture that trafficked another person, Plaintiff N.C., on or about April 14, 2022, by:

- a. Nelson renting multiple hotel rooms at ESA OKC Hotel;

- b. Nelson using a fake name and identification card at ESA OKC Hotel;
- c. Nelson paying in cash daily for the hotel rooms at ESA OKC Hotel;
- d. Providing drugs and alcohol to Plaintiff N.C. to the point she became intoxicated;
- e. Physically assaulting Plaintiff N.C. by hitting her, kicking her, and dragging her, to force her cooperation;
- f. Removing Plaintiff N.C.'s clothes and requiring her to wear more provocative clothing;
- g. Hayes taking sexually provocative photographs of Plaintiff N.C. in the ESA OKC Hotel;
- h. Hayes taking nude photographs, constituting sexual performance by a child and child pornography, of Plaintiff N.C.;
- i. Hayes using ESA OKC Hotel's Wi-Fi to upload the photographs of Plaintiff N.C. to an online website;
- j. Nelson and Hayes advertising Plaintiff N.C. on online websites for sexual acts in exchange for money;
- k. Nelson forcing Plaintiff N.C. to engage in sexual acts with Johns at the ESA OKC Hotel, both in the rented rooms and in the parking lot;
- l. Plaintiff N.C. receiving money from Johns in exchange for the sexual acts;
- m. Nelson making Plaintiff N.C. give him the money; and
- n. This venture was repeated for multiple days and nights.

205. All Defendants intentionally or knowingly benefited from participating in a venture that trafficked another person, Plaintiff N.C., by:

- a. Accepting financial benefits and profits from the trafficking venture from the hotel rooms rented by Nelson;
- b. Receiving financial benefit and profits from the gross room rental revenue from the cash payments made by Nelson;
- c. Defendant ESA Corporate receiving financial benefit and profits from the system service fee generated by the room rental revenue from the cash payments made by Nelson;
- d. Nelson paying \$1,868.83 for Room 318;
- e. Nelson paying \$1,283.82 for Room 333;
- f. Increasing profit margins due to lower operation cost by refusing to hire and train qualified staff to actively combat human trafficking and the exploitation of victims;
- g. Increasing profit margins as a result of continued customer loyalty by traffickers and Johns who sought to exploit victims, including Plaintiff N.C., due to lack of measures against the exploitation of victims and human trafficking;
- h. Increasing profit margins by failing to provide adequate security measures to address the known pimps and prostitutes at the ESA OKC Hotel;
- i. Defendant Hotel Manager's employees failing to identify and take action on the signs that Nelson was trafficking Plaintiff N.C. at ESA OKC Hotel, including but not limited to:
 - i. Nelson rented multiple hotel rooms;
 - ii. Nelson paid cash for hotel rooms;
 - iii. Nelson paid for hotel rooms daily;
 - iv. Plaintiff N.C. arrived with no luggage, baggage, or personal belongings;

- v. Age discrepancy between Nelson and Plaintiff N.C.;
 - vi. Plaintiff N.C. having no control or possession of money or identification;
 - vii. Plaintiff N.C. being dressed inappropriately for her age;
 - viii. A group of women traveling with one older male;
 - ix. Drug abuse;
 - x. Plaintiff N.C. being escorted by adult males to control her movements;
 - xi. Plaintiff N.C. crying and emotional in the hotel lobby;
 - xii. Plaintiff N.C. being unkept without a shower or eating regularly;
 - xiii. Extended stay at hotel with few or no personal possessions; and
 - xiv. Significant foot traffic in and out of rooms;
- j. Allowing the hotel guests to use ESA OKC Hotel Wi-Fi to access known prostitution websites; and
 - k. Plaintiff N.C. being transported to ESA OKC Hotel, harbored at ESA OKC Hotel, and provided to Johns at ESA OKC Hotel.

206. All Defendants had actual knowledge and notice of Plaintiff N.C. being trafficked. While Plaintiff N.C. was being trafficked and sold for sex at the ESA OKC Hotel, a guest left an online review confirming that Plaintiff N.C. was having sex with men in the parking lot in exchange for money. On April 15, 2022, Josie left an online public review of the ESA OKC Hotel on www.priceline.com and said, “it was a nightmare no quiet time drugs all over people having intercourse in parking lot.”³⁴

207. Plaintiff N.C. continued to be sexually assaulted and trafficked until she was recovered on April 18, 2022, by the Oklahoma City Police Department.

³⁴ Exhibit 13 – Priceline Review – Josie.

208. All Defendants had a statutory obligation not to intentionally or knowingly benefit from participating in a venture that traffics another person, including Plaintiff N.C.

209. All Defendants breached this obligation by intentionally and knowingly benefiting from participating in a venture that trafficked another person, namely Plaintiff N.C.

210. Plaintiff N.C. suffered damages arising from the ten (10) days of trafficking.

211. Trafficking victims can be bought and sold for sex up to twenty (20) times in one day.³⁵

212. Plaintiff N.C.'s damages include, but not limited to, bodily injury, mental anguish, and other actual damages.

213. Plaintiff N.C. seeks exemplary damages from all Defendants.

214. Any defendant found liable under Chapter 98 for any amount of damages arising from the trafficking is jointly liable with any other defendant for the entire amount of damages arising from the trafficking. *See Tex. Civ. Prac. Rem. § 98.005.*

215. Texas law requires that Chapter 98 shall be liberally construed and applied to promote its underlying purpose to protect persons from human trafficking and provide adequate remedies to victims of human trafficking. *See Tex. Civ. Prac. Rem. § 98.006.*

B. NEGLIGENCE – DEFENDANT ESA CORPORATE

216. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

217. Defendant ESA Corporate had a duty of care to operate its affiliate hotels, including ESA OKC Hotel, in a manner that did not endanger victims, including Plaintiff N.C. Moreover,

³⁵ John Whitehead, *Evil Walks Among Us: Child Trafficking Has Become Big Business in America*, Jan. 23, 2023, <https://www.linkedin.com/pulse/evil-walks-among-us-child-trafficking-has-become-big-john-whitehead/> (last visited Jan. 31, 2024).

Defendant ESA Corporate had a duty of care to take reasonable steps to protect the foreseeable victims of the danger created by its acts and omissions, including the danger created by Defendant ESA Corporate of human trafficking and exploitation of victims due to Defendant ESA Corporate's fostering an environment that encouraged this behavior.

218. Defendant ESA Corporate breached its duties in one or more of the following ways:

- a. Accepting cash payments for hotel rooms;
- b. Failing to require valid identification of Nelson;
- c. Failing to correct a dangerous condition of pimps and prostitutes on the premises;
- d. Failing to provide security for its customers and Plaintiff N.C.;
- e. Knowing the ESA OKC Hotel is a known location for pimps and prostitutes, and taking no action to remedy the situation; and
- f. Failing to reprimand or rescind the affiliation with Defendant ESA Affiliate due to the ongoing crimes of sexual assault, prostitution, and human trafficking occurring at ESA OKC Hotel.

219. As a direct and proximate result of Defendant ESA Corporate's wrongful acts and omissions, Plaintiff N.C. was repeatedly sexually assaulted. Plaintiff N.C. suffered, and continues to suffer, severe injuries and damages.

C. NEGLIGENT UNDERTAKING – DEFENDANT ESA CORPORATE

220. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

221. Defendant ESA Corporate undertook to perform services that it knew or should have known were necessary for the Plaintiffs' protection.

222. Defendant ESA Corporate claims, “Extended Stay America is committed to the fight to end human trafficking all year round. It’s critical for everyone to be able to identify the signs and know how to respond if you suspect an individual is being trafficked.”³⁶

223. Defendant ESA Corporate failed to exercise reasonable care in performing those services, and Plaintiff N.C. relied upon Defendant ESA Corporate’s performance, or Defendant ESA Corporate’s lack of performance increased Plaintiff N.C.’s risk of harm:

- a. Plaintiff N.C. relied upon Defendant ESA Corporate’s commitment to fight human trafficking;
- b. Plaintiff N.C. relied upon Defendant ESA Corporate’s pledge to educate everyone on how to identify the signs and respond to someone being trafficked; and
- c. Defendant ESA Corporate failed to act on its commitment to fight human trafficking and did not ensure that employees at the ESA OKC Hotel knew how to respond and identify human trafficking victims.

224. As a direct and proximate result of Defendant ESA Corporate’s negligent undertaking, Plaintiff N.C. was repeatedly sexually assaulted and suffered, and continues to suffer, severe injuries and damages.

D. GROSS NEGLIGENCE – DEFENDANT ESA CORPORATE

225. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

226. Defendant ESA Corporate’s acts and/or omissions as set forth above, when viewed objectively at the time they occurred, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. These were gross and reckless actions

³⁶ Exhibit 14 – Extended Stay America “Join us in the fight to end human trafficking.”

that disregarded the safety and well-being of Plaintiff N.C. Further, Defendant ESA Corporate had actual, subjective awareness of the risks involved, yet it nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others, to-wit:

- a. Accepting cash payment for hotel rooms;
- b. Failing to require valid identification of Nelson;
- c. Failing to correct a dangerous condition of pimps and prostitutes on the premises;
- d. Failing to provide security for its customers and Plaintiff N.C.;
- e. Knowing the ESA OKC Hotel is a known location for pimps and prostitutes, and taking no action to remedy the situation;
- f. Failing to recognize Plaintiff N.C. as a victim of trafficking; and
- g. Failing to reprimand or rescind the affiliation with Defendant ESA Affiliate due to the ongoing crimes of sexual assault, prostitution, and human trafficking occurring at ESA OKC Hotel.

227. Defendant ESA Corporate's acts and/or omissions amount to gross negligence and such gross negligence was a proximate cause of the injuries and damages suffered by Plaintiff N.C. As such, Plaintiffs are entitled to exemplary damages pursuant to Texas Civil Practice & Remedies Code § 41.003. Plaintiffs reserve the right to plead additional conduct that may be revealed in discovery.

E. NEGLIGENCE – DEFENDANT ESA AFFILIATE

228. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

229. Defendant ESA Affiliate had a duty of care to operate ESA OKC Hotel in a manner that did not endanger victims, including Plaintiff N.C. Moreover, Defendant ESA Affiliate had a

duty of care to take reasonable steps to protect the foreseeable victims of the danger created by its acts and omissions, including the danger created by Defendant ESA Affiliate of trafficking and exploitation of victims due to Defendant ESA Affiliate's fostering an environment that encouraged this behavior.

230. Defendant ESA Affiliate breached its duties in one or more of the following ways:

- a. Accepting cash payments for hotel rooms;
- b. Failing to require valid identification of Nelson;
- c. Failing to correct a dangerous condition of pimps and prostitutes on the premises;
- d. Failing to provide security for its customers and Plaintiff N.C.; and
- e. Knowing the ESA OKC Hotel is a known location for pimps and prostitutes, and taking no action to remedy the situation.

231. As a direct and proximate result of Defendant ESA Affiliate's wrongful acts and omissions, Plaintiff N.C. was repeatedly sexually assaulted and suffered, and continues to suffer, severe injuries and damages.

F. PREMISES LIABILITY (NEGLIGENT SECURITY) – DEFENDANT ESA AFFILIATE

232. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

233. Nelson was an invitee of ESA OKC Hotel. Plaintiff N.C. was a minor child under the control of Nelson and a guest of Nelson, thus Plaintiff N.C. was an invitee of ESA OKC Hotel.

234. Defendant ESA Affiliate was in control of the premises and the possessor of the premises at ESA OKC Hotel.

235. A condition on the premises posed an unreasonable risk of harm, namely the frequency of crimes relating to assault, prostitution, and sexual assault.

236. Defendant ESA Affiliate knew or reasonably should have known of the danger because:

- a. An ordinary prudent person could foresee that the harm was a likely result of the condition;
- b. Past complaints about the condition;
- c. Defendant ESA Affiliate had direct knowledge that criminal conduct is imminent;
- d. The particular criminal act was foreseeable due to:
 - i. Previous crimes;
 - ii. Proximity of crimes;
 - iii. Recency of crimes;
 - iv. Frequency of crimes;
 - v. Similarity of crimes;
 - vi. Publicity of crimes; and
 - vii. Online public comments about ESA OKC Hotel; and
- e. The victim was foreseeable because she was a minor, female, staying at ESA OKC Hotel for several days.

237. Defendant ESA Affiliate breached its duty of ordinary care by:

- a. Failing to adequately warn Plaintiff N.C. of the condition, or
- b. Failing to make the condition safe:
 - i. Accepting cash payment for hotel rooms;
 - ii. Failing to require valid identification of Nelson;
 - iii. Failing to correct a dangerous condition of pimps and prostitutes on the premises; and

iv. Failing to recognize Plaintiff N.C. as a victim of human trafficking.

238. As a direct and proximate result of Defendant ESA Affiliate's wrongful acts and omissions, Plaintiff N.C. was repeatedly sexually assaulted and suffered, and continues to suffer, severe injuries and damages.

G. GROSS NEGLIGENCE – DEFENDANT ESA AFFILIATE

239. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

240. Defendant ESA Affiliate's acts and/or omissions as set forth above, when viewed objectively at the time they occurred, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. These were gross and reckless actions that disregarded the safety and well-being of Plaintiff N.C. Further, Defendant ESA Affiliate had actual, subjective awareness of the risks involved, yet it nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others, to-wit:

- a. Accepting cash payment for hotel rooms;
- b. Failing to require valid identification of Nelson;
- c. Failing to correct a dangerous condition of pimps and prostitutes on the premises;
- d. Failing to provide security for its customers and Plaintiff N.C.;
- e. Knowing the ESA OKC Hotel is a known location for pimps and prostitutes, and taking no action to remedy the situation; and
- f. Failing to recognize Plaintiff N.C. as a victim of trafficking.

241. Defendant ESA Affiliate's acts and/or omissions amount to gross negligence and such gross negligence was a proximate cause of the injuries and damages suffered by Plaintiff N.C. As such, Plaintiffs are entitled to exemplary damages pursuant to Texas Civil Practice & Remedies

Code § 41.003. Plaintiffs reserve the right to plead additional conduct that may be revealed in discovery.

H. NEGLIGENCE – DEFENDANT HOTEL MANAGER

242. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

243. Defendant Hotel Manager had a duty of care to operate ESA OKC Hotel in a manner that did not endanger victims, including Plaintiff N.C. Moreover, Defendant Hotel Manager had a duty of care to take reasonable steps to protect the foreseeable victims of the danger created by its acts and omissions, including the danger created by Defendant Hotel Manager of trafficking and exploitation of victims due to Defendant Hotel Manager's fostering an environment that encouraged this behavior. Defendant Hotel Manager had a duty to manage the day-to-day operations of ESA OKC Hotel and ensure it was operating in a legal and satisfactory manner.

244. Defendant Hotel Manager breached its duties in one or more of the following ways:

- a. Accepting cash payments for hotel rooms;
- b. Failing to require valid identification of Nelson;
- c. Failing to correct a dangerous condition of pimps and prostitutes on the premises;
- d. Failing to provide security for its customers and Plaintiff N.C.;
- e. Knowing the ESA OKC Hotel is a known location for pimps and prostitutes, and taking no action to remedy the situation;
- f. Failing to train, supervise, and control hotel employees;
- g. Employees failing to identify the signs of human trafficking regarding Nelson, Hayes, and Plaintiff N.C.;

- h. Employees failing to make a report of human trafficking to a supervisor and/or the Oklahoma City Police;
- i. Failing to ensure ESA OKC Hotel was operating in a legal and satisfactory manner;
and
- j. Failing to monitor online reviews and responses.

245. At all relevant times, hotel employees were acting with apparent authority of Defendant Hotel Manager. Defendant Hotel Manager knowingly permitted employees to hold themselves out as having authority. Thus, Defendant Hotel Manager is vicariously liable for the acts of employees, including even if acting outside the scope of their authority.

246. As a direct and proximate result of Defendant Hotel Manager's wrongful acts and omissions, Plaintiff N.C. was repeatedly sexually assaulted and suffered, and continues to suffer, severe injuries and damages.

I. NEGLIGENCE UNDERTAKING – DEFENDANT HOTEL MANAGER

247. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

248. Defendant Hotel Manager undertook to perform services that it knew or should have known were necessary for Plaintiff N.C.'s protection.

249. Defendant Hotel Manager had a human trafficking prevention policy which states, "Aimbridge believes it is our responsibility to respect and help protect human rights by doing our part to eradicate human trafficking and forced labor."³⁷

³⁷ Exhibit 15 – Aimbridge Properties: Preventing Human Trafficking.

250. Defendant Hotel Manager failed to exercise reasonable care in performing those services, and Plaintiff N.C. relied upon Defendant Hotel Manager's performance, or Defendant Hotel Manager's lack of performance increased the Plaintiff N.C.'s risk of harm:

- a. Plaintiff N.C. relied upon Defendant Hotel Manager's pledge to do its part to eradicate human trafficking; and
- b. Defendant Hotel Manager failed to do its part in eradicating human trafficking by not ensuring hotel employees were trained to identify and report the signs of human trafficking.

251. As a direct and proximate result of Defendant Hotel Manager's negligent undertaking, Plaintiff N.C. was repeatedly sexually assaulted and suffered, and continues to suffer, severe injuries and damages.

J. PREMISES LIABILITY (NEGLIGENT SECURITY) – DEFENDANT HOTEL MANAGER

252. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

253. Nelson was an invitee of ESA OKC Hotel. Plaintiff N.C. was a minor child under the control of Nelson and a guest of Nelson, thus Plaintiff N.C. was an invitee of ESA OKC Hotel.

254. Defendant Hotel Manager was in control of the premises and the possessor of the premises at ESA OKC Hotel.

255. A condition on the premises posed an unreasonable risk of harm, namely the frequency of crimes relating to assault, prostitution, and sexual assault.

256. Defendant Hotel Manager knew or reasonably should have known of the danger because:

- a. An ordinary prudent person could foresee that the harm was a likely result of the condition;
 - b. Past complaints about the condition;
 - c. Defendant Hotel Manager had direct knowledge that criminal conduct is imminent;
 - d. The particular criminal act was foreseeable due to:
 - i. Previous crimes;
 - ii. Proximity of crimes;
 - iii. Recency of crimes;
 - iv. Frequency of crimes;
 - v. Similarity of crimes;
 - vi. Publicity of crimes; and
 - vii. Online public comments about ESA OKC Hotel; and
 - e. The victim was foreseeable because she was a minor, female, staying at ESA OKC Hotel for several days.
257. Defendant Hotel Manager breached its duty of ordinary care by:
- a. Failing to adequately warn Plaintiff N.C. of the condition, or
 - b. Failing to make the condition safe:
 - i. Accepting cash payment for hotel rooms;
 - ii. Failing to require valid identification of Nelson;
 - iii. Failing to correct a dangerous condition of pimps and prostitutes on the ESA OKC Hotel premises;
 - iv. Failing to recognize Plaintiff N.C. as a victim of human trafficking; and

- v. Failing to train employees to identify the signs of human trafficking regarding Nelson, Hayes, and Plaintiff N.C.

258. As a direct and proximate result of Defendant Hotel Manager's wrongful acts and omissions, Plaintiff N.C. was repeatedly sexually assaulted and suffered, and continues to suffer, severe injuries and damages.

K. GROSS NEGLIGENCE – DEFENDANT HOTEL MANAGER

259. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

260. Defendant Hotel Manager's acts and/or omissions as set forth above, when viewed objectively at the time they occurred, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. These were gross and reckless actions that disregarded the safety and well-being of Plaintiff N.C. Further, Defendant Hotel Manager had actual, subjective awareness of the risks involved, yet it nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others, to-wit:

- a. Accepting cash payment for hotel rooms;
- b. Failing to require valid identification of Nelson;
- c. Failing to correct a dangerous condition of pimps and prostitutes on the premises;
- d. Failing to provide security for its customers and Plaintiff N.C.;
- e. Knowing the ESA OKC Hotel is a known location for pimps and prostitutes, and taking no action to remedy the situation;
- f. Failing to recognize Plaintiff N.C. as a victim of human trafficking; and
- g. Failing to train employees to identify the signs of human trafficking regarding Nelson, Hayes, and Plaintiff N.C.

261. Defendant Hotel Manager's acts and/or omissions amount to gross negligence and such gross negligence was a proximate cause of the injuries and damages suffered by Plaintiff N.C. As such, Plaintiffs are entitled to exemplary damages pursuant to Texas Civil Practice & Remedies Code § 41.003. Plaintiffs reserve the right to plead additional conduct that may be revealed in discovery.

L. NEGLIGENCE – DEFENDANT J&P

262. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

263. Defendant J&P had a duty of care to ensure that ESA OKC Hotel was operating as a first class lodging and hotel property. Defendant J&P had a duty to conduct site inspections of ESA OKC Hotel on a regular basis and report back to Defendant ESA Affiliate any concerns and areas needing improvement.

264. Defendant J&P breached its duties in one or more of the following ways:

- a. Knowing that ESA OKC Hotel was operating below expectations;
- b. Failing to conduct onsite inspections of ESA OKC Hotel;
- c. Failing to report back to Defendant ESA Affiliate any concerns and areas needing improvement;
- d. Failing to adequately train Defendant Hotel Manager's hotel manager;
- e. Failing to ensure ESA OKC Hotel was a first class lodging and hotel property; and
- f. Failing to monitor online reviews and responses.

265. As a direct and proximate result of Defendant J&P's wrongful acts and omissions, ESA OKC Hotel was allowed to operate as a hotel with traffickers and Plaintiff N.C. was repeatedly sexually assaulted and suffered, and continues to suffer, severe injuries and damages.

M. GROSS NEGLIGENCE – DEFENDANT J&P

266. Plaintiffs incorporate the above paragraphs, and all other allegations, as if set forth in full herein.

267. Defendant J&P's acts and/or omissions as set forth above, when viewed objectively at the time they occurred, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others. These were gross and reckless actions that disregarded the safety and well-being of Plaintiff N.C. Further, Defendant J&P had actual, subjective awareness of the risks involved, yet it nevertheless proceeded with conscious indifference to the rights, safety, or welfare of others, to-wit:

- a. Failing to conduct onsite inspections of ESA OKC Hotel prevented Defendant J&P from accurately reporting back to Defendant ESA Affiliate the condition of the hotel; and
- b. Failing to ensure ESA OKC Hotel was a first class lodging and hotel property.

268. Defendant J&P's acts and/or omissions amount to gross negligence and such gross negligence was a proximate cause of the injuries and damages suffered by Plaintiff N.C. As such, Plaintiffs are entitled to exemplary damages pursuant to Texas Civil Practice & Remedies Code § 41.003. Plaintiffs reserve the right to plead additional conduct that may be revealed in discovery.

JOINT AND SEVERAL LIABILITY

269. Defendants' conduct violated Texas Civil Practice & Remedies Code § 98.002. Therefore, each of the Defendants, are jointly and severally liable for the entire amount of damages awarded by a jury in this case under Texas Civil Practice & Remedies Code § 98.005.

DAMAGES

270. Plaintiffs adopt and re-allege each paragraph above as if set forth herein. Including the damages specifically alleged above, Plaintiffs seek the following damages from all Defendants.

271. As a result of being trafficked, Plaintiff N.C. suffered severe injuries and damages. Plaintiffs pray for all damages allowed under Texas Civil Practice & Remedies Code § 98.003, including but not limited to:

- a. Actual damages;
- b. Mental anguish;
- c. Court costs;
- d. Reasonable attorney's fees; and
- e. Exemplary damages.

272. As a proximate result of Defendants' negligence, Plaintiff N.C. suffered severe injuries and damages. As a result of the injuries damages, Plaintiffs pray for damages, including but not limited to:

- a. Physical pain in the past;
- b. Physical pain in the future;
- c. Mental anguish in the past;
- d. Mental anguish in the future;
- e. Loss of earning capacity in the past;
- f. Loss of earning capacity in the future until Plaintiff N.C. reaches age 18;
- g. Loss of earning capacity in the future after Plaintiff N.C. reaches age 18;
- h. Disfigurement in the past;
- i. Disfigurement in the future;

- j. Physical impairment in the past;
- k. Physical impairment in the future;
- l. Medical expenses incurred in the past;
- m. Medical expenses in the future until Plaintiff N.C. reaches age 18;
- n. Medical expenses in the future after Plaintiff N.C. reaches age 18;
- o. Loss of consortium in the future; and
- p. Exemplary damages.

273. Defendants' acts, omissions, and/or commissions outline above constitute a knowing violation of Texas Penal Code § 22.04, § 22.011, and Chapter 20A. Therefore, under Texas Civil Practice & Remedies Code § 41.008(c), exemplary damages are unlimited.

274. As a proximate result of Defendants' negligence, Plaintiff N.C. suffered severe injuries and damages. As a result of Plaintiff N.C.'s injuries and damages, Plaintiff Jane Doe suffered damages and pray for damages, including but not limited to:

- a. Loss of Plaintiff N.C.'s services in the past; and
- b. Loss of Plaintiff N.C.'s services in the future until age 18.

275. Plaintiffs are entitled to reasonable compensation for all such damages, as well as pre-judgment and post-judgment interest to the maximum extent allowed by law, costs of court, and other compensation.

276. In addition, Plaintiffs bring this action for exemplary damages against Defendants as provided by common and statutory law.

277. The damages sought are greatly in excess of the minimum jurisdictional limits of this Court, as the jury determines to be just and fair.

JURY DEMAND

278. Plaintiffs exercises their right to demand a trial by jury. Plaintiffs request that this cause be set on the Court's jury trial docket. In support of Plaintiffs' application for a jury trial, the appropriate jury fee has been paid to the Clerk of this court at the time of filing.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully request that Defendants Extended Stay America, Inc., ESH Strategies Franchise LLC, OKC Airport ES LLC, Provident Hospitality Holdings LLC, Provident ES Partners LLC, Provident ES Manager LLC, PRA GP No. 2, Inc., Provident Realty Advisors, Inc., Aimbridge Hospitality Holdings, LLC, Channel Point Hospitality, LLC, and J & P Asset Management Inc. be cited to appear and answer herein and that, upon trial hereof, final determination of these causes of action, Plaintiffs receive judgment of and from Defendants, jointly and severally, for:

- a. Damages as pled and in excess of \$1,000,000.00;
- b. Exemplary damages;
- c. Costs of court and fees necessary for preparation of this case for trial;
- d. Pre-judgment interest at the highest lawful rate and to the maximum extent allowed by law;
- e. Post-judgment interest on the judgment at the highest legal rate from the date of the judgment until collected;
- f. Attorney's fees; and

- g. All other and further relief, at law or equity, to which Plaintiffs may be justly entitled.

Respectfully Submitted,
FORTENBERRY FIRM, PLLC

By: _____


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ATTORNEYS FOR PLAINTIFFS

- SUBJECT:** Civil liability for the trafficking of persons
- COMMITTEE:** Judiciary and Civil Jurisprudence — committee substitute recommended
- VOTE:** 10 ayes — Hunter, Hughes, Branch, Hartnett, Jackson, Leibowitz, Lewis, Madden, Martinez, Woolley
- 0 nays
- 1 absent — Alonzo
- WITNESSES:** For — Chris Burchell, Texas Anti-Human Trafficking in Person Coalitions; Dennis Mark, Redeemed Ministries; Daniel Werner, Southern Poverty Law Center; (*Registered, but did not testify*: Jennifer Allmon, Texas Catholic Conference, Roman Catholic Bishops; Rebecca Bernhardt and Laura Martin, ACLU of Texas; Katrina Daniels, Bexar County District Attorney's Office; Kim Kotrla, Waco Area Human Trafficking; Maria Martinez, Immigration and Reform Coalition of Texas; Christopher Parrish; Shanthi Ramanathan, Concerned Women for America; Jason Sabo, United Ways of Texas; Aaron Setliff, The Texas Council on Family Violence; Jennifer Solak, Children at Risk; Charley Wilkison, Combined Law Enforcement Associations of Texas)
- Against — None
- On — (*Registered, but did not testify*: Billy Fulton, Department of Public Safety)
- BACKGROUND:** Penal Code, ch. 20A defines the offense of trafficking of persons as:
- knowingly trafficking another person with the intent or knowledge that the trafficked person will engage in forced labor or services; or
 - intentionally or knowingly benefitting from participation in a venture involving trafficking of persons, including receiving labor or services the individual knows are forced.

The penalty for trafficking of persons is a second-degree felony (two to 20 years in prison and an optional fine of up to \$10,000), unless the trafficking involves a minor who was forced into prostitution as defined

by Penal Code, sec. 43.02, or the offense resulted in the death of the person who was trafficked, in which case the penalty is a first-degree felony (life in prison or a sentence of five to 99 years and an optional fine of up to \$10,000).

Civil Practice and Remedies Code, sec. 41.008 limits the amount of exemplary damages an individual may recover, unless the plaintiff seeks recovery of exemplary damages based on offenses such as murder, kidnapping, or sexual assault listed in the statute.

DIGEST:

HB 533 would create a civil cause of action to allow victims of human trafficking to sue traffickers for damages. Victims could recover actual damages, including mental anguish, court costs and attorney's fees, and exemplary damages.

The bill would hold any person who intentionally or knowingly benefited from participating in the trafficking of another person jointly liable with any other defendant for the entire amount of damages arising from the trafficking. An acquittal or lack of prosecution under Penal Code, sec. 20A or conviction of a different offense for the conduct giving rise to liability would not be a defense to liability. The bill would allow for liberal construction and application to protect individuals from human trafficking and provide adequate remedies to victims of human trafficking.

Victims would be able to sue for damages in addition to other causes of action provided by common law or statute and would not be limited on amount of recovery under Civil Practice and Remedies Code, sec. 41.008 as the bill would add trafficking of persons to the list of crimes exempted under subsection (c).

The bill would take immediate effect if finally passed by a two-thirds record vote of the membership of each house. Otherwise, it would take effect September 1, 2009, and would apply only to causes of action occurring on or after the effective date.

**SUPPORTERS
SAY:**

HB 533 would create a clear and comprehensive cause of action for victims of human trafficking. The bill would allow victims to pursue their captors civilly and recover damages outside of common law tort remedies. For example, a victim of human trafficking would be able to sue the traffickers jointly and severally rather than proportionally and, under the bill, also could recover court costs and attorney's fees. In addition, the bill

would provide a limited, justified exemption from the statutory cap on punitive damages for civil suits involving victims of human trafficking, just as for other heinous offenses such as murder and kidnapping.

Every year over 800,000 people are trafficked worldwide and between 14,500 and 17,500 men, women, and children are trafficked into the United States from Asia, Central and South America, and Eastern Europe. This does not include the number of individuals trafficked domestically within the United States, such as American teenage runaways. The U.S. State Department reports that 80 percent of those trafficked internationally are female and 50 percent are children. Human trafficking victims are often “hiding in plain sight,” working in hotels, restaurants and private homes, while others are less visible — for example, when forced into the sex trade.

Texas is a major corridor of human trafficking, constituting approximately 20 percent of all human trafficking victims in the United States, with Houston and El Paso listed among the U.S. Department of Justice’s most intense U.S. trafficking areas. The Texas Attorney General’s Office, at the request of the 80th Legislature, studied the issue and released its findings in “The Texas Response to Human Trafficking.” The report offers 21 recommendations intended to reduce human trafficking and improve services to victims.

HB 530 would address one of the attorney general’s recommendations by amending the Civil Practice and Remedies Code to allow victims to recover damages from their captors. Human trafficking is, in effect, modern day slavery. Victims often are forced to work in domestic servitude, sweatshops, agriculture, and the commercial sex trade, including prostitution, exotic dancing, pornography, and live sex-shows. In 2005, the International Labor Organization estimated the income from the sex trafficking industry alone to be over \$200 billion per year.

HB 530 would allow the transfer of the captors’ wealth to the victims. It was the suffering of the victims that generated their wealth. Therefore, the victims should be allowed to recover damages to enable them to get the help and services they need to rebuild their lives.

In addition, the bill would serve as a deterrent because individuals who are indirectly involved in human trafficking would be liable as well. Human trafficking is a complex, very organized, enterprise that includes people

who collect money, drive cars, provide phone numbers at truck stops, manage motel rooms, lease property to traffickers and look the other way. These people make the crime possible, and HB 533 would hold them accountable.

OPPONENTS
SAY:

No apparent opposition.

NOTES:

The committee substitute added provisions allowing individuals who indirectly benefit from participation in a venture of human trafficking to be held jointly liable with all other defendants, and providing that liability is cumulative of any other remedy. In addition, the committee substitute added provisions exempting civil causes seeking remedies from human traffickers from limits on exemplary damages, allowing court costs, and liberally construing the measure in order to promote the underlying purpose of protecting and providing adequate remedies to victims of human trafficking.



Human Trafficking Prevention

Department: Human Resources
Date: 12/01/2019
Process Owner: Talent Development Team
Focus Area: Trafficking Prevention Awareness

Overview

Aimbridge believes it is our responsibility to respect and help protect human rights by doing our part to eradicate human trafficking and forced labor. Aimbridge has a zero-tolerance policy and strictly prohibits employees from engaging in any form of trafficking in persons.

Aimbridge is committed to:

- Training employees in the prevention of human trafficking and how to report suspected cases.
- Educating staff on company policies surrounding human trafficking and providing training in multiple languages.
- Displaying human trafficking indicator signage and ensuring it is visible to all employees.
- Establishing a safe and secure reporting mechanism.

Standard

Employees are prohibited from:

- Engaging in any form of trafficking in persons in the performance of any work; soliciting or procuring commercial sex, regardless of whether such conduct is during work hours and regardless of where the conduct occurs.
- Viewing/searching online advertisements for commercial sex, either during work hours or using company equipment (including computers, cellphones, tablets).
- Visiting any venue that provides erotic entertainment during work hours or while traveling for work purposes.
- Using forced labor in the performance of any work.
- Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identification or immigration documents, such as passports or drivers' licenses, regardless of their issuing authority.





Aimbridge will not:

- Provide hotel rooms to guests without proper identification.
- Use vendors or contractors who do not comply with state and federal laws around human and labor trafficking.
- Retaliate against any employee who reports activity inconsistent with this policy to company management.

Employee Responsibilities

All employees are expected to:

- Ensure that they do not participate in any form of human trafficking, including sex and labor trafficking, or paying for sexual activity, either within or outside the workplace.
- Report behavior in the workplace which they believe to be human trafficking conduct that constitutes the solicitation or purchase of commercial sexual activity to their immediate supervisor.
- Cooperate in the investigation of alleged human trafficking or forced labor by providing information they possess concerning such matters, in the event they witness, or have information about human trafficking or forced labor, by or against anyone other than themselves.
- Any employee who violates any related state or federal laws, will be subject to discipline, up to and including discharge. Aimbridge may also bring the matter to the attention of appropriate law enforcement authorities.

Resources

Call 9-1-1 for emergency situations—threats of violence, physical assault, emergency medical needs, etc.

Report Suspicious Activity: 1-866-DHS-2-ICE (1-866-347-2423)

www.dhs.gov/bluecampaign

Extended Stay America - Oklahoma City - Airport



Extended Stay America - Oklahoma City - Airport



Extended Stay America - Oklahoma City - Airport





DOC

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
THE STATE OF OKLAHOMA

STATE OF OKLAHOMA,)
)
Plaintiff,)
)
vs.)
)
KENNETH LEVAN NELSON,)
)
Defendant.)

No.: CF-2022-2029

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT 25 2022

RICK WARREN
COURT CLERK

04 _____

YOB: 1978 POB: Chicago, IL

SS#: 4635 DOC#: NA

DL#: NA State: NA

AMENDED

JUDGMENT AND SENTENCE

Now, on this 19th day of October, 2022, this matter comes on before the undersigned Judge, for sentencing and the Defendant, Kenneth Levan Nelson, appears personally and by Attorney Kaitlin Allen, the State of Oklahoma represented by Gayland Gieger, and the Defendant, having previously:

Entered a plea of guilty to the crime(s) of:

	Statutory Reference
Count 1: Manufacturing Child Pornography	21 O.S. 1021.2
Count 2: Distributing Child Pornography	21 O.S. 1021.2
Count 3: Human Trafficking	21 O.S. 748
Count 4: Conspiracy to Commit a Felony	21 O.S. 421
Count 5: Conspiracy to Commit a Felony	21 O.S. 421
Count 6: Child Abuse	21 O.S. 843.5

(X) The Defendant has previously been convicted of two (2) or more felony crimes and the sentence has been enhanced in accordance with the provisions set forth in 21 O.S. 51.1; and,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT that the Defendant, Kenneth Levan Nelson, is guilty of the above described offenses and is sentenced as follows:

TERM OF IMPRISONMENT WITH EXECUTION OF SENTENCE SUSPENDED IN PART

SENTENCED TO A TERM OF:

- Count 1 Twenty Five (25) Years
- Count 2: Twenty Five (25) Years
- Count 3: Twenty Five (25) Years
- Count 4: Twenty Five (25) Years
- Count 5: Twenty Five (25) Years
- Count 6: Twenty Five (25) Years

With all suspended except for the first Twelve (12) Years under the custody and control of the:

- (X) Oklahoma Department of Corrections
- () Oklahoma County Sheriff

THESE TERMS TO BE SERVED AS FOLLOWS:
The sentence(s) are to run concurrently with each other.



P/P

The Defendant shall receive credit for time served while in the Oklahoma County Jail awaiting these charges.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT that in addition to the preceding terms, the Defendant is also sentenced to:

FINES, COSTS, VCA, RESTITUTION, & FEES

\$300.00 Fine

\$270.00 Victim Compensation Fee

\$300.00 DA Fee

The Defendant shall pay costs, fees and restitution in accordance with the schedule attached as Exhibit "A" and Addendum "E".

RULES AND CONDITIONS OF PROBATION

The rules and conditions of probation as ordered by the Court and signed by the Defendant, acknowledging his/her understanding of the rules and conditions, are incorporated as Exhibit "B".

HEARING ON ABILITY TO PAY AFTER INCARCERATION

(X) The Defendant shall report to the District Court of Oklahoma County within five (5) days of release for a hearing on the Defendant's ability to pay fines and costs pursuant to Section VIII of the Rules of the Court of Criminal Appeals, 22 O.S., Ch. 18, App.

IT IS FURTHER ORDERED that judgment is hereby entered against the Defendant as to the fines, costs and assessments set forth above.

The Court further advised the Defendant of his/her rights and procedure to appeal to the Court of Criminal Appeals of the State of Oklahoma, and that if he/she desired to appeal and was unable to afford counsel and a transcript of the proceedings, that the same would be furnished by the State subject to reimbursement of the cost of representation in accordance with Sec. 1355.14 of Title 22. The Court further advised the Defendant that, in the event the above sentence is for a crime involving domestic violence where the Defendant is or was a spouse, intimate partner, parent, or guardian of the victim or is or was involved in another similar relationship with the victim it may be unlawful for him or her to possess, purchase, receive, transport or ship a firearm including a rifle, pistol or revolver or ammunition pursuant to federal law under 18 U.S.C. Section 922(g)(8) or (9), or state law, or both.

In the event the above sentence is for incarceration in the Department of Corrections, the Sheriff of Oklahoma County, Oklahoma, is ordered and directed to deliver the Defendant to the Lexington Assessment and Reception Center at Lexington, Oklahoma, and leave therewith a copy of this Judgment and Sentence to serve as warrant and authority for the imprisonment of the Defendant as provided herein. A second copy of this Judgment and Sentence to be warrant and authority of the Sheriff for the transportation and imprisonment of the Defendant as herein before provided. The Sheriff to make due return to the Clerk of this

Court, with his proceedings endorsed thereon.

COURT CLERK'S DUTY

[TRIAL JUDGE TO COMPLETE THIS SECTION]

IT IS FURTHER ORDERED that the Clerk of this Court shall register or report the following circumstances in accordance with the applicable statutory authority:

(X) As to Count(s) 1-6, the defendant is ineligible to register to vote pursuant to Section 4-101 of Title 26.

() Pursuant to Section 985.1 of Title 22, the Court departed from the mandatory minimum sentence of imprisonment as to Count(s) _____.

() As to Count(s) _____, the Defendant is subject to the Methamphetamine Offender Registry requirements as set forth in Section 2-701 of Title 63.

() Defendant is a lawyer and certified copies of this document shall be transmitted to the Chief Justice of the Supreme Court and the General Counsel of the Bar Association within five (5) days as set forth in Rule 7.2 of the Oklahoma Rules of Professional Conduct, 5 O.S.Supp.2014, ch. 1, app. 1-A.

Witness my hand the day and year first above mentioned.

(SEAL)

JUDGE OF THE DISTRICT COURT



SUSAN C. STALLINGS

ATTEST:



RICK WARREN, Court Clerk,

Deputy Court Clerk

CLERK'S CERTIFICATION OF COPIES

I, the Clerk of the District Court of Oklahoma County, State of Oklahoma, do hereby certify the foregoing to be true, correct, full and complete copy of the original Judgment and Sentence in the case of the State of Oklahoma vs. _____ as the same appears of record in my office.

WITNESS my hand and official seal this _____ day of _____, 20_____.

(SEAL)

By: **RICK WARREN, Court Clerk,**

Deputy Court Clerk

SHERIFF'S RETURN

I received this Judgment and Sentence the _____ day of _____, 20_____, and executed it by delivering the Defendant to the Warden of the Lexington Assessment and Reception Center at Lexington, Oklahoma, on the _____ day of _____, 20_____.

I also certify the above prisoner has served _____ days in the County Jail on the present charge or charges.

Sheriff

Deputy Sheriff



DOC

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
THE STATE OF OKLAHOMA

STATE OF OKLAHOMA,)
)
 Plaintiff,)
)
 vs.)
)
 SARAH ELIZABETH HAYES,)
)
 Defendant.)

Case No.: CF-2022-2029

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

SEP 13 2022

RICK WARREN
COURT CLERK

04 _____

SS#: 0769 POB: Kansas City, MO
YOB: 1989 DOC#:
DL#: State:

JUDGMENT AND SENTENCE

Now, on this 13th day of September, 2022, this matter comes on before the undersigned Judge, for sentencing and the Defendant, SARAH ELIZABETH HAYES, appears personally and by Attorney Keagan Phares, the State of Oklahoma represented by Coleen Galaviz, and the Defendant, having previously:

Entered a plea of guilty to the crime of:

	Statutory Reference
Count 1: Manufacturing Child Pornography	21 O.S. 1021.2
Count 2: Distributing Child Pornography	21 O.S. 1021.2
Count 3: Human Trafficking Under the age of Eighteen	21 O.S. 748
Count 4: Conspiracy to Commit a Felony	21 O.S. 421
Count 5: Conspiracy to Commit a Felony	21 O.S. 421

() The Defendant has previously been convicted of zero (0) felony crimes and the sentence has been enhanced in accordance with the provisions set forth in 21 O.S. 51.1; and,

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED BY THE COURT that the Defendant, SARAH ELIZABETH HAYES, is guilty of the above described offenses and is sentenced as follows:

TERM OF IMPRISONMENT WITH EXECUTION OF SENTENCE SUSPENDED IN PART

SENTENCED TO A TERM OF:

- Count 1: Twenty (20) Years
- Count 2: Twenty (20) Years
- Count 3: Twenty (20) Years
- Count 4: Ten (10) Years
- Count 5: Ten (10) Years



P10

With all suspended except for the first Ten (10) Years under the custody and control of the:

- (X) Oklahoma Department of Corrections
- () Oklahoma County Sheriff

pursuant to the rules and conditions of probation entered by the court.

THESE TERMS TO BE SERVED AS FOLLOWS:

The Defendant shall receive credit for time served.

The sentences are to run concurrently with each other.

In addition to and not in lieu of any portion of the foregoing term(s) of incarceration, upon release from incarceration, the Defendant shall be supervised by the Oklahoma Department of Corrections pursuant to 22 O.S. § 991a-21(A) for a period of not less than nine (9) months nor more than one (1) year pursuant to rules and conditions prescribed by the Oklahoma Department of Corrections; provided, this paragraph is inapplicable to any sentence imposing Life Imprisonment without Parole, 22 O.S. § 991a-21(B).

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED BY THE COURT that in addition to the preceding terms, the Defendant is also sentenced to:

FINES, COSTS, VCA, RESTITUTION, & FEES

\$250.00 Fine

\$250.00 Victim Compensation Fee

\$250.00 DA Fee

\$150.00 DNA Fee

The Defendant shall pay costs, fees and restitution in accordance with the schedule attached as Exhibit "A" and Addendum "E".

RULES AND CONDITIONS OF PROBATION

The rules and conditions of probation as ordered by the Court and signed by the Defendant, acknowledging his/her understanding of the rules and conditions, are incorporated as Exhibit "B".

HEARING ON ABILITY TO PAY AFTER INCARCERATION

(X) The Defendant shall report to the District Court of Oklahoma County within five (5) days of release for a hearing on the Defendant's ability to pay fines and costs pursuant to Section VIII of the Rules of the Court of Criminal Appeals, 22 O.S., Ch. 18, App.

IT IS FURTHER ORDERED that judgment is hereby entered against the Defendant as to the fines, costs and assessments set forth above.

The Court further advised the Defendant of his/her rights and procedure to appeal to the Court of Criminal Appeals of the State of Oklahoma, and that if he/she desired to appeal and was unable to afford counsel and a transcript of the proceedings, that the same would be furnished by the State subject to reimbursement of the cost of representation in accordance with Sec. 1355.14 of Title 22. The Court further advised the Defendant that, in the event the above sentence is for a crime involving domestic violence where the Defendant is or was a spouse, intimate partner, parent, or guardian of the victim or is or was involved in another similar relationship with the victim it may be unlawful for him or her to possess, purchase, receive, transport or ship a firearm including a rifle, pistol or revolver or ammunition pursuant to federal law under 18 U.S.C. Section 922(g)(8) or (9), or state law, or both.

In the event the above sentence is for incarceration in the Department of Corrections, the Sheriff of Oklahoma County, Oklahoma, is ordered and directed to deliver the Defendant to the Lexington Assessment and Reception Center at Lexington, Oklahoma, and leave therewith a copy of this Judgment and Sentence to serve as warrant and authority for the imprisonment of the Defendant as provided herein. A second copy of this Judgment and Sentence to be warrant and authority of the Sheriff for the transportation and imprisonment of the Defendant as herein before provided. The Sheriff to make due return to the Clerk of this Court, with his proceedings endorsed thereon.

COURT CLERK'S DUTY

[TRIAL JUDGE TO COMPLETE THIS SECTION]

IT IS FURTHER ORDERED that the Clerk of this Court shall register or report the following circumstances in accordance with the applicable statutory authority:

(X) As to Count 1 - 5, the Defendant is ineligible to register to vote pursuant to Section 4-101 of Title 26.

() Pursuant to Section 985.1 of Title 22, the Court departed from the mandatory minimum sentence of imprisonment as to Count(s) _____.

() As to Count(s) _____, the Defendant is subject to the Methamphetamine Offender Registry requirements as set forth in Section 2-701 of Title 63.

() Defendant is a lawyer and certified copies of this document shall be transmitted to the Chief Justice of the Supreme Court and the General Counsel of the Bar Association within five (5) days as set forth in Rule 7.2 of the Oklahoma Rules of Professional Conduct, 5 O.S.Supp.2014, ch. 1, app. 1-A.

Witness my hand the day and year first above mentioned.

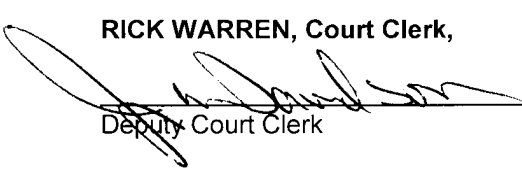
(SEAL)

JUDGE OF THE DISTRICT COURT


KATHRYN R. SAVAGE

ATTEST:

RICK WARREN, Court Clerk,


Deputy Court Clerk

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Special offer

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Location

Reviews

\$48
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Monica M wrote a review Oct 2016
1 contribution



Nasty and Dirty hotel

"This place is nasty and dirty. The towels smelled, the room smelled, the bathroom was dirty. This place is surrounded by hookers. I would never recommend this place to anyone. The bed was also very uncomfortable."

Read less

Date of stay: October 2016

Trip type: Traveled as a couple

This review is the subjective opinion of a Tripadvisor member and not of Tripadvisor LLC. Tripadvisor performs checks on reviews.

Helpful Share

From Midway
One-way as low as*
\$59

*First travel date available 2/28/2023 with 16 travel days in schedule. Seats/days/mkts lmt'd; restr./excl. apply.

Southwest Book now



Michael David

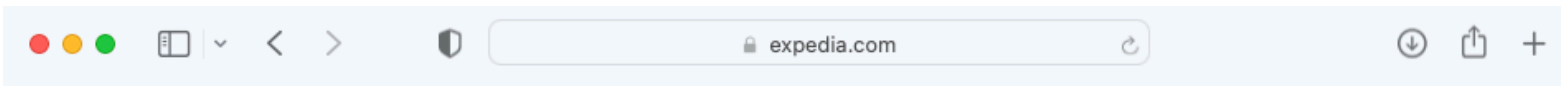
4 years ago on Google

1/5

ABSOLUTELY TERRIBLE!!! If I could give them no stars I would!!! I've asked 3 times at the front counter for maids service to clean my room, it's been 2 WEEKS without any service to my room!!! Not the safest area, bring a firearm if you plan on staying here. I've seen (and heard) multiple hookers come and go, also walls are paper thin and heard a few very loud domestic disputes, so needless to say this company has lost my business forever! ALSO, the free "WIFI" doesn't work, it takes minutes to load one page!!!

...

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[X Guest reviews](#)

2/10 Terrible

Andrew

Aug 4, 2019

 Disliked: Cleanliness, staff & service, property conditions & facilities, room comfort

Terrible stay

The room smells like body odor stains in the carpet food particles clogging up the drain in the sink people smoking marijuana in the stairways Fighting in the parking lot and prostitutes banging at the exit doors Tried calling the front desk several times but got no answer

Stayed 1 night in Aug 2019

 0

Response from Hotel Management on Aug 6, 2019

Dear Andrew, Thank you for bringing this to our attention. We take these matters very seriously and will take the necessary actions to ensure this is properly addressed. Sincerely,
Hotel Management

Guest Score & Reviews

1

May 20, 2020

Toni
Family with Young Children

"Bad"

What did you like most?

HORRIBLE STAY. I had to keep calling and complaining on other guest. They definitely have people prostituting out of this hotel & they let anyone stay here. Waste of money.

Was there anything you didn't like?

EVERYTHING WAS TERRIBLE

Verified Booking.com Guest

Guest Score & Reviews

1

Jun 25, 2020

Tia

"Bad"

What did you like most?

ABSOLUTELY NOTHING!

Was there anything you didn't like?

Well for starters it tells you its near the airport BUT its more like skid row. Front desk had pop rocks for brains they couldnt tell you where a simple luggage cart was and then they give a food cart to take you belongings down. Blood on the curtains, hair in the bath tub. Toothpicks on the floor the entire room looked like it hadnt been clean in a while BUT on their website it states that a member of management would check the room before you checked and that didnt happen. You had to pay extra for housekeeping to come by (because they only come by every 2 weeks). All the rooms on the end where I was staying said no smoking well I not only smelled cigarette smoke I smelled marijuana. There was yelling and cussing all times of day/night. Prostitutes and drugs dealers EVERYWHERE. The only reason I stayed is because it was a holiday weekend and everything was booked. OH lets not call the hotel corporate because you wont get a call back or if you do they act like they dont care.

[Read Less](#)

Verified Booking.com Guest

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\$48
Expedia.com ↗

View deal



RichmondZZ wrote a review Aug 2020
Fredericksburg, Virginia • 6 contributions • 8 helpful votes



Worst I've ever seen.

""Pimps" and prostitutes everywhere, drug smells creep into room, some clown behind counter raised his voice to me, room service ridiculous thieves, rooms are disgusting. Amex is refunding \$2050. Don't try."

[Read less](#) ▲

Date of stay: July 2020

Trip type: Traveled on business

Room Tip: Don't do it

[See more room tips](#)



Rooms



Service



Sleep Quality

This review is the subjective opinion of a Tripadvisor member and not of Tripadvisor LLC. Tripadvisor performs checks on reviews.

[Helpful](#) [Share](#)



Response from iResponse Alerts, Agency / Consultant at Extended Stay America - Oklahoma City - Airport
Responded Aug 20, 2020



Thank you for bringing your concerns to our attention. We apologize for the disappointing experience outlined and for the difficulties you had with our accommodations. We will investigate your comments and will relay the message to our management team. We regret the inconvenience caused and what transpired.

Sincerely,
Hotel Management

This response is the subjective opinion of the management representative and not of Tripadvisor LLC.

Service Standards

205.03 Social Media Reviews

- A. Franchisees and their employees may not complete a social media review posing as a guest or referencing a stay, regardless of the ultimate score or rating.
- B. Franchisees and their employees should encourage guests to post reviews on social media sites, such as TripAdvisor, Google, etc. using approved Brand collateral. Hotels may not create their own social media travel review collateral.
- C. Franchisees may not discriminate against guests or incentivize guests for social media reviews.
- D. Franchisees must utilize iResponze, a 3rd party vendor, to respond to all reviews with comments on Booking.com, Expedia, Hotels.com, TripAdvisor, Google, Travelocity, and Orbitz.com. Franchisees must close out Medallia Alerts associated with these reviews once iResponze posts a response within 24-48 hours of the review going live.

Guest Score & Reviews [Close icon]

1

Apr 15, 2022

Josie
Business Traveler

"no quiet called front desk..."

What did you like most?

it was a nightmare no quiet time drugs all over people having intercourse in parking lot

Was there anything you didn't like?

none

Verified Booking.com Guest

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Human Trafficking Prevention

WHERE DO YOU WANT TO GO ? CHECK IN CHECK OUT

Enter a Location 02/20/2023 02/27/2023 FIND HOTELS

Join us in the fight to end human trafficking

January is National Human Trafficking Prevention Month, dedicated to raise awareness about human trafficking and educate the public about how to identify, prevent and respond to this crime. Extended Stay America is committed to the fight to end human trafficking all year round. It's critical for everyone to be able to identify the signs and know how to respond if you suspect an individual is being trafficked.



Sign up today. Get 10% off.

Join our **free** rewards program today for weekly hotel deals and instant rewards.

SIGN UP

Information about human trafficking



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SAFE HEALTHY COMFORTABLE

A whole new standard in hotel stays.

Rest easy with our 10-point room cleaning process.

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