

IN THE CIRCUIT COURT OF THE 13TH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

JANE DOE,

CASE NO: 20-CA-000861 Div G

Plaintiff,

v.

TAMPA FOOD AND HOSPITALITY, INC., d/b/a
Scores, Scores Tampa, Scores Gentlemen's Club and
Scores Gentlemen's Club & Prime Steakhouse, a
Florida corporation; TODD COUPLES
SUPERSTORE, INC., a Florida corporation;
CHARLES E. MELLICK, LOUIS J. MENDEL, III, as
Trustee of the DOM JAD MEN IRREVOCABLE
TRUST, and HOLDINGS JJJ, LLC,

Defendants.

AMENDED COMPLAINT

Plaintiff, JANE DOE, by and through her undersigned counsel, hereby sues TAMPA FOOD AND HOSPITALITY, INC., d/b/a Scores, Scores Tampa, Scores Gentlemen's Club and Scores Gentlemen's Club & Prime Steakhouse, a Florida corporation; TODD COUPLES SUPERSTORE, INC., a Florida corporation; CHARLES E. MELLICK, LOUIS J. MENDEL, III, as Trustee of the DOM JAD MEN IRREVOCABLE TRUST, and HOLDINGS JJJ, LLC, and states:

A. JURISDICTION AND VENUE

1. This is a suit for equitable relief and for damages caused by the tortious acts of each of the Defendants, committed against Plaintiff in Hillsborough County, Florida. As Plaintiff's causes of action accrued in Hillsborough County, venue is proper in this Court.

2. This action involves damages in excess of this Court's jurisdictional limit, fifty thousand dollars, exclusive of any claim for attorney's fees, interest, or costs.

B. PARTIES

3. Plaintiff JANE DOE is a citizen of Florida, resides in the State, and, at times pertinent to this case, was a minor. Pursuant to Florida law and the Rules of this Court, including without limitation Fla. Stat. §§ 119.071(2)(h) and 119.0714(1)(h), and Fla. R. Judic. Admin. 2.420 (c) and (d), Plaintiff's identity is to be maintained as confidential; as such she is identified herein only by pseudonym.

4. Defendant TAMPA FOOD AND HOSPITALITY, INC., (hereafter "SCORES TAMPA"), is a Florida corporation maintaining its principal place of business in Hillsborough County, Florida, which does business as Scores, Scores Tampa, Scores Gentlemen's Club and Scores Gentlemen's Club & Prime Steakhouse.

5. Defendant TODD COUPLES SUPERSTORE, INC., is a Florida corporation maintaining its principal place of business in Hillsborough County, Florida, and operating at that location an adult bookstore, as defined in Fla. Stat. § 847.001(2)(a).

6. Hereafter, the Defendants SCORES TAMPA and TODD COUPLES SUPERSTORE may be referred to collectively as "the corporate defendants."

7. Defendant CHARLES E. MELLICK, is an individual who is now, and at all pertinent times was, a citizen of Hillsborough County, Florida, and was employed as a "house mom" at SCORES TAMPA to oversee and assist club performers.

8. Defendant LOUIS J. MENDEL, III, is the Trustee of the DOM JAD MEN IRREVOCABLE TRUST. LOUIS J. MENDEL, III, at all pertinent times, was a citizen of Hillsborough County, Florida. As Trustee of the DOM JAD MEN IRREVOCABLE TRUST, LOUIS J. MENDEL, III is the real party of interest for purposes of this action.

9. Defendant HOLDINGS JJJ, LLC is a Florida corporation maintaining its principal place of business in Pasco County, Florida.

C. ALLEGATIONS COMMON TO ALL COUNTS

**JANE DOE WAS A PARTICULARLY VULNERABLE MINOR
WHEN SHE WAS SEX TRAFFICKED AT SCORES TAMPA**

10. At the time of the events at issue, JANE DOE was a developmentally disabled and severely emotionally disabled teenager who, as a result of her disabilities, had a developmental age that substantially lagged her chronological age and had required ongoing and extensive medical and mental health care interventions throughout her youth.

11. Any adult acting reasonably at the time of the events at issue, who took the time to speak with JANE DOE, would have readily determined that she was mentally compromised, lacked the maturity of an adult and lacked adult judgment capabilities.

12. At the time of the events at issue herein, JANE DOE was an unemancipated minor under the age of 18.

HUMAN SEX TRAFFICKING OF JANE DOE

13. At the time of the events at issue in this complaint, JANE DOE was under the influence of an adult acquaintance, Roberto “Bobbie” Torres, III, (hereafter “Torres”) who, while fully aware of her minority:

- a. Facilitated JANE DOE running away from her home so as to make her indebted to him;
- b. Sought to indoctrinate her into an adult sexualized lifestyle by illegally exposing her to adult entertainment establishments and employment;
- c. Manipulated her into engaging in commercial sexual performances that he could view; and
- d. Sought to have a sexual relationship with her.

14. As part of his scheme, Torres sought to and did direct and facilitate JANE DOE's access into the corporate defendants' adult entertainment businesses, ultimately to make her into a sex performer.

15. Torres's use of adult entertainment materials and businesses to facilitate sexual abuse of a minor is a common tactic used by sex traffickers of minors, as known to the Defendants.

16. As more fully described herein, due to the Defendants' negligence, recklessness and willful ignorance of JANE DOE's true age and identity, and related violation of duties owed at law to JANE DOE that have the intent of thwarting sex traffickers of minors, the Defendants materially assisted Torres in achieving the majority of his illegal and abusive goals.

17. Had the Defendants upheld their duties at law to JANE DOE, Torres would have failed in his efforts and JANE DOE would have been spared his abuses and abuses by many other adults she was exposed to as a result.

18. Torres was later arrested and charged with human trafficking for commercial sexual exploitation and interference with the custody of a minor; he ultimately pled guilty to related crimes.

SCORES TAMPA "GENTLEMEN'S" CLUB

19. SCORES TAMPA is an "adult theater" within the meaning of Fla. Stat. § 450.021 in that it operates in "an enclosed building ... used for presenting ... dances, or other performances that are distinguished or characterized by an emphasis on matter depicting, describing, or relating to specific sexual activities for observation by patrons, and which restricts or purports to restrict admission only to adults, or any business that features a person who engages in specific sexual activities for observation by a patron, and which restricts or purports to restrict admission to only adults."

20. Those specific “sexual activities” conducted by performers at SCORES TAMPA include, without necessary limitation, “the exhibition of ... less than completely and opaquely covered ... buttocks” and “female breasts below the top of the areola” and “the fondling or erotic touching of ... the buttocks, or the female breasts.”

21. Specifically for the purpose of preventing the risk of exploitation and human trafficking of minors, Fla. Stat. § 450.021(5) prohibits any adult theater operator, which includes SCORES TAMPA from hiring anyone younger than 18 years of age for any purpose or job in the theater, thus it was illegal to hire JANE DOE for any purpose at SCORES TAMPA and it had a duty to confirm that anyone it hired was at least 18 years of age.

22. SCORES TAMPA sells alcoholic beverages through a full bar to its customers.

23. Pursuant to Fla. Stat. § 450.021(4), persons 17 years of age or younger may not be employed or work in any place where alcoholic beverages are sold at retail, and therefore SCORES TAMPA had a duty at law to confirm that anyone it hired was at least 18 years of age.

THE DEFENDANTS KNEW THE RISKS OF INVOLVING A MINOR IN THE ADULT ENTERTAINMENT INDUSTRY AND HOW TO MITIGATE THOSE RISKS

24. The corporate Defendants, SCORES TAMPA and TODD COUPLES SUPERSTORE, INC., and each of them, engaged in sexually oriented businesses that are regulated by state and local laws.

25. As a matter of public policy contained in the legislative findings of the laws which regulate their businesses, the corporate defendants each knew that their businesses were and are associated with certain known risks to persons who are both lawfully or unlawfully employed by those businesses, including risk of exposure to and involvement in prostitution, illicit sexual activity, illicit drug use and drug trafficking, sexual assault, and sexual exploitation.

26. Defendant SCORES TAMPA at all pertinent times was and is engaged in business that promotes and profits from paid physical contact between scantily-clad, nude or partially nude

female performers and customers who purchase and consume alcohol on their premises. As a matter of public policy contained in legislative findings of the laws that regulate its business, SCORES TAMPA knew that such business activity carries known risks to persons who are both lawfully or unlawfully employed by that business, including risk of exposure to and involvement in illicit sexual activities, masturbation, lewdness, prostitution, and sexual assault.

27. The corporate Defendants, and each of them, were aware of the risk that their businesses could be used by adults to facilitate the sex trafficking and sexual abuse of minors.

28. The corporate Defendants, and each of them, knew or should have known that developmentally disabled minors are far more likely to be the victims of sex trafficking than their non-disabled peers.

29. SCORES TAMPA and Defendant MELLICK, and each of them, were aware of the risk that:

- a. Their business presented an increased risk of harm of sexual abuse of minors;
- b. That it was inherently sexually abusive for any minor to be exposed to their business;
- c. That severe harm could result from the integration of a minor into their business;
- d. That severe harm would most likely result from integration of a developmentally disabled minor into their business.

30. SCORES TAMPA and Defendant MELLICK knew or should have known that some customers in adult clubs will solicit performers for prostitution.

31. SCORES TAMPA and Defendant MELLICK knew or should have known that some performers were using illegal drugs or were offering illegal drugs to other performers within the club.

32. SCORES TAMPA and Defendant MELLICK knew or should have known of the enhanced risk to performers in “VIP” rooms of unwanted and illegal physical contact, sexual assault, and propositions for prostitution.

33. At all pertinent times, SCORES TAMPA participated in the Club Operators Against Sex Trafficking (COAST) program and maintained copies of COAST materials in its place of business that specifically warn as to the risk and severity of sex trafficking, to wit:

- a. That “sex trafficking is a modern-day form of slavery in which a commercial sex act is induced by force, fraud or coercion, or in which the person induced to perform such an act is under the age of 18 years.”
- b. That sex trafficking “is the second largest and fastest growing criminal industry in the world after drug dealing.”
- c. That “some sex trafficking victims are forced into prostitution or exotic dancing.”
- d. That “[v]ictims of sex trafficking may look just like people you see every day.”

34. Further, through the aforesaid COAST materials and its endorsement of and participation in the COAST program, SCORES TAMPA was made aware and accepted that:

- a. The commercial sex industry should be “vigilant ‘eyes & ears’ against human trafficking.”
- b. “By being observant you can help identify victims.”

35. Further, in the aforesaid COAST materials, SCORES TAMPA knew that the warning signs that someone is being trafficked, signs ultimately exhibited as to JANE DOE’s circumstances including:

- a. “Is she accompanied by another person who seems to speak for them [sic] or holds their ID?”

b. The fact that a performer, “is being dropped off and picked up by the same man every day.”

36. The Defendants, and each of them, knew or should have known that by treating performers as independent contractors, as SCORES TAMPA does and attempted to do with JANE DOE, who lack any government-issued license or permit, it is harder to confirm the identity of underage sex trafficking victims, therefore necessitating greater efforts to confirm the identity and age of prospective performers before they are hired.

ILLEGAL COMMERCIAL SEXUAL EXPLOITATION OF MINOR, JANE DOE

37. In the evening hours of September 30, 2017, Torres induced JANE DOE into entering TODD COUPLES SUPERSTORE where he openly shopped with her for lingerie, shoes, and pasties of the type typically used by sexually explicit dancers and prostitutes; he otherwise exposed her to adult situations and pornographic material in that store; and he paid for the purchases with his credit card at approximately 6:42 p.m.

38. Consistent with the tactics of sex traffickers and abusers of minors, Torres specifically intended the visit to TODD COUPLES SUPERSTORE to facilitate the indoctrination of JANE DOE into an adult sexualized lifestyle and to equip her to apply for and obtain employment as a sex dancer in commercial sexual performances, that he could view, and to have a sexual relationship with him.

39. Despite signage at the entrance to TODD COUPLES SUPERSTORE that states, consistent with applicable law, that “You must be 18 or older to enter. Picture ID required if you look 30 or younger,” and the fact that JANE DOE looked far younger than 30 years of age, TODD COUPLES SUPERSTORE failed to:

- a. Request any picture identification from her and/or failed to evaluate any such identification offered by her to determine that she clearly did not resemble the person depicted on the identification she was carrying at the behest of Torres.
- b. Contact legal authorities to report its knowledge, or reasonable cause to suspect, that a minor, JANE DOE, had been brought into the adult store with an adult male, Torres, a mandatory report that must be made immediately pursuant to Florida Statutes section 39.201; the failure to do so is a felony.

40. After achieving his goals at TODD COUPLES SUPERSTORE, that same night Torres transported JANE DOE to adult theaters of the same type as SCORES TAMPA to apply to become a sexually explicit dancer.

41. The first few adult theaters Torres took JANE DOE to refused to hire her.

42. Following those rejections, at approximately 9:00 p.m. that same night, Torres took JANE DOE to SCORES TAMPA.

43. SCORES TAMPA's conduct towards JANE DOE and the environment to which it exposed her the night of her arrival, and in the following days, demonstrates that SCORES TAMPA only masquerades as a legitimate, lawful, and gentlemanly business committed to lawful expressions and performances protected under the First Amendment to the Constitution of the United States and affording respect to its performers, while simultaneously being committed to preventing the trafficking of adults or minors in its business and other illegalities that are known to be endemic in adult entertainment establishments.

44. In fact, as more fully detailed herein, SCORES TAMPA was operated with reckless indifference to the risk of human sex trafficking, the risk of sexual abuse of minors and the disabled and other illegalities, including prostitution and illegal drug use.

45. SCORES TAMPA hired JANE DOE as a sexually explicit dancer right away upon her arrival and put her on stage within approximately 30 minutes of her arrival.

46. Prior to putting her on stage, no manager or employee of SCORES TAMPA did anything to independently confirm JANE DOE's age or identity, such as checking references, contacting prior employers, or conducting a signature verification.

47. Prior to putting her on stage, SCORES TAMPA managers and its employee, CHARLES E. MELLICK, prepared a standard form performer agreement that purported to hire JANE DOE to work as a topless sexually explicit dancer; the agreement:

- a. Was completed in the name of another woman whose driver's license Torres had directed and induced JANE DOE to present as her own.
- b. Was largely completed by CHARLES E. MELLICK, who signed the form as having witnessed the "performer's" signature, though the signature line for the "performer" remained blank.
- c. Called for a second form of identification, but no such second form of identification was obtained from JANE DOE or described in the agreement in the space provided; that section too remained blank and no second form of identification was ever sought from JANE DOE.
- d. Contained handwritten initials as a verification of each page of the agreement, though the initials did not match the handwritten signature on the driver's license; on two pages, the initials that were "signed" looked blatantly different from the initials on the other pages.

48. The identification that was presented did not belong to JANE DOE, a fact that was obvious for reasons that included, without necessary limitation:

- a. Jane Doe did not look like the person depicted on the identification in several obvious respects.
- b. Jane Doe was taller than the height listed for the person on the identification.
- c. Jane Doe had a different shaped face than the person depicted on the identification; hers was distinctly oval, while the person depicted had a distinctly round face.
- d. Jane Doe had different color eyes than the person depicted on the identification.
- e. Jane Doe was of a different apparent ethnicity than the person depicted on the identification.
- f. Jane Doe has a different skin complexion than the person depicted on the identification.
- g. Jane Doe could not duplicate the signature on the identification and was not even asked to attempt to do so.

49. The same identification was offered for JANE DOE at a nearby hotel in the same week to secure a cash deposit and was immediately rejected by the hotel manager for it being readily apparent that the photograph was not of JANE DOE, facts that were confirmed in the subsequent police investigation related to the recovery of JANE DOE as a runaway and Torres' aforesaid illegal actions.

50. Prior to putting her on stage, no manager or employee of SCORES TAMPA did anything to confirm that JANE DOE was a bona fide or experienced dancer of any type, including failing to have her audition, thus reflecting that SCORES TAMPA and Defendant MELLICK viewed her worth as being limited to her essentially naked body to be objectified, gawked at and groped like a piece of meat and conveying that very message of her worth to her.

51. While illegally employed as a minor at SCORES TAMPA from September 30, 2017, through the following week of October as the “new talent” and “special one” for its customers:

- a. JANE DOE regularly performed sexually explicit acts, including sexually provocative dances while topless and with her buttocks fully exposed, on the club’s main stage in the dining and bar area, while numerous adult men gawked at her.
- b. JANE DOE regularly performed sexually explicit acts, including sexually provocative dances while topless and with her buttocks fully exposed during one-on-one sessions with individual men in private so-called “VIP rooms.” Those performances included performing “lap dances” and other such acts that involved direct physical contact between Plaintiff’s body and the bodies of the adult men. During those performances she was repeatedly touched, groped, molested and propositioned to engage in prostitution with explicit sex acts being proposed.
- c. JANE DOE was regularly provided access to and encouraged to consume illegally dispensed controlled substances, including prescription drugs and street drugs such as cocaine, as well as alcohol that she did consume to the point that she became fully intoxicated; the substances were specifically offered to her and consumed by her as a way to manage the mental distress and disgust of the sexual objectification and abuse of her by numerous grown adult male strangers, many of whom were intoxicated and who directed verbally abusive, degrading and sexually objectifying comments towards her.
- d. JANE DOE was regularly disrobed in an open changing room with no privacy, exposing herself completely nude to numerous adults while preparing to perform,

during which time Plaintiff was repeatedly touched by adult male managers in a sexualized manner.

- e. Among the illegal touching, JANE DOE was repeatedly exposed fully topless to a SCORES TAMPA employee, Defendant CHARLES E. MELLICK, who touched her breasts repeatedly while applying “pasties” to cover her nipples before sending her to the main stage to perform.
- f. JANE DOE was regularly exposed to adult performers who discussed committing acts of prostitution with SCORES TAMPA customers on the premises in the “VIP” rooms and off-premises.
- g. JANE DOE was induced by a SCORES TAMPA adult performer following the conclusion of their shift, to go to a nearby hotel with SCORES TAMPA customers to engage in prostitution and JANE DOE did, in fact, engage in such sexual acts with much older men over the age of 24, up to and including acts that would constitute sexual battery under Florida law that she was legally incapable of consenting to with those men.

52. Within the meaning of Florida law, Plaintiff was engaged in commercial sexual activity in SCORES TAMPA in that she engaged in sexually explicit performances there in September and October 2017.

53. Under Florida law, a sex trafficking victim’s misrepresentation of his or her age, or even a bona fide belief that the victim is over 18 years of age, is not a defense to guilt of criminal participation in sex trafficking of minors and is therefore not a defense available to any Defendant here who purports to have acted in reliance on the identification that JANE DOE presented at the direction and insistence of Torres.

**ILLEGAL REVENUE GENERATED AND RETAINED
BY SCORES TAMPA**

54. Within the meaning of Fla. Stat. sec. 787.06(3), SCORES TAMPA, at a minimum “in reckless disregard of the facts,” and potentially “knowingly” did “benefit[] financially by receiving” monies from JANE DOE’s participation in “commercial sexual activity” at SCORES TAMPA, which constituted a felony under Florida law.

55. SCORES TAMPA knowingly received and retained monies from customers that were directly generated from illegal conduct involving JANE DOE, to wit:

- a. Having JANE DOE conduct sexual performances on stage in the main dining and bar area of the club that were instrumental in the purchase of food and alcohol by customers who were watching her perform.
- b. Directing JANE DOE, while partially nude, to solicit from SCORES TAMPA male customers the purchase of alcoholic beverages to be consumed on the premises by her and them, including hard liquors.
- c. Directing JANE DOE, while partially nude, to solicit from SCORES TAMPA male customers money to pay SCORES TAMPA to enter and view her sexual performances in the club’s “VIP” rooms.
- d. Charging customers a cover charge to enter the club to view her sexual performances on stage and in the club’s “VIP” rooms.
- e. Charging JANE DOE “rental lease fees” for “use” of the SCORES TAMPA premises to “perform” as a purported independent performer, which “fees” were paid by her with tip money she received from SCORES TAMPA customers for her sexual performances.
- f. Directing JANE DOE to pay a share of tip money she received from SCORES TAMPA customers for her sexual performances to other SCORES TAMPA

employees, including bar tenders, managers and security guards, thus saving SCORES TAMPA from having to pay those personnel higher wages itself.

- g. Collecting a share of the fees paid by customers from the automated teller machine located in the SCORES TAMPA club that customers used to get more cash to pay for cover charges, food and beverages, “VIP” room charges, merchandise and tips.

56. At all times material hereto, the corporate defendants were responsible and are vicariously liable for the negligent acts or omissions of their employees or agents acting within the course and scope of their employment or agency.

FRAUDULENT TRANSFER OF ASSETS

57. Defendant TAMPA FOOD AND HOSPITALITY, INC. is owned in equal shares by the DOM JAD MEN IRREVOCABLE TRUST and HOLDINGS JJJ, LLC.

58. Following the original filing of this lawsuit in 2020 and unbeknownst to Plaintiff, TAMPA FOOD AND HOSPITALITY, INC., sold the assets—but not the liabilities—of the business it owned and operated as Scores Tampa to Southeast Management of Tampa, Inc., a non-party.

59. Upon information and belief, TAMPA FOOD AND HOSPITALITY, INC., then transferred 50% of the proceeds from the sale of Scores Tampa to the DOM JAD MEN IRREVOCABLE TRUST.

60. Louis J. Mendel, III is the Trustee of the DOM JAD MEN IRREVOCABLE TRUST.

61. Upon information and belief, Defendant TAMPA FOOD AND HOSPITALITY, INC., transferred the remaining 50% of the proceeds from the sale of Scores Tampa to HOLDINGS JJJ, LLC.

62. Upon information and belief, HOLDINGS JJJ, LLC is wholly owned and operated by JJJ Family Trust LLLP.

63. At all relevant times to this action, TAMPA FOOD AND HOSPITALITY, INC.'s only business operations were that of Scores Tampa.

64. Upon information and belief, Defendant TAMPA FOOD AND HOSPITALITY, INC., has no remaining assets.

COUNT 1
ABUSE AND SEXUAL ABUSE OF A MINOR
AGAINST SCORES TAMPA

65. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

66. By virtue of what Plaintiff was exposed to while inside the premises of SCORES TAMPA, Plaintiff was inherently subjected to abuse of a minor and sexual abuse of a minor.

67. While employed at SCORES TAMPA, Plaintiff was repeatedly, continually, and intentionally subjected to direct physical abuse and sexual abuse as a minor.

68. Defendant acted with knowledge or reckless disregard to whether Plaintiff was a minor when it exposed her to events, circumstances, and acts that were inherently abusive and illegal.

69. As a direct and proximate result, Plaintiff suffered, continues to suffer, and will continue to suffer into the future from severe physical and mental pain and harm, psychological and psychiatric trauma and ailments and conditions co-morbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem, disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

70. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

71. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 2
SEXUAL ABUSE OF A MINOR
AGAINST CHARLES E. MELLICK

72. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

73. CHARLES E. MELLICK knew or was recklessly indifferent to knowing Plaintiff's age at the time that he subjected and facilitated her entry into an adult entertainment environment that would be inherently abusive and inherently illegal to expose a minor to, as well as touching her in a sexualized context and manner.

74. By virtue of CHARLES E. MELLICK's actions against Plaintiff while inside the premises of SCORES TAMPA, Plaintiff was inherently subjected to abuse of a minor and sexual abuse of a minor, and was repeatedly, continually and intentionally subjected to abuse and sexual abuse as a minor, including with acts directly committed by him.

75. As a direct and proximate result, Plaintiff suffered, continues to suffer and will continue to suffer into the future from severe physical and mental pain and harm, psychological and psychiatric trauma and ailments and conditions co-morbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem,

disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

76. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

77. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 3
NEGLIGENCE
AGAINST SCORES TAMPA

78. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

79. This Count is asserted against SCORES TAMPA.

80. Defendant owed a duty to Plaintiff to protect her, as a minor, from exposure to places, events, circumstances, and acts at, and connected to, its business premises, that were known to proximately cause, or likely to proximately cause, her to suffer harm to her physical, mental, and emotional health.

81. Defendant's duty included, without limitation, taking proactive steps to guard against the known risk that minors would be encouraged, enticed or induced by adults to enter its premises and seek employment.

82. Defendant breached its duties to Plaintiff.

83. As a direct and proximate result of Defendant's negligence, Plaintiff suffered, continues to suffer and will continue to suffer into the future from severe physical and mental pain

and harm, psychological and psychiatric trauma and ailments and conditions co-morbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem, disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

84. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

85. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 4
NEGLIGENCE
AGAINST TODD COUPLES SUPERSTORE

86. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

87. TODD COUPLES SUPERSTORE is charged at law with a duty to confirm the age of any person entering its place of business because it offers and displays pornographic material for retail sale at its place of business, which is open to the public.

88. TODD COUPLES SUPERSTORE owed a duty to Plaintiff to ensure that she was not exposed to its business premises.

89. TODD COUPLES SUPERSTORE is also charged with a duty under the applicable industry standard of care to confirm the age of persons entering its retail premises and responding to indications that a minor has been brought into the premises by an adult.

90. TODD COUPLES SUPERSTORE owed a duty to Plaintiff to ensure that an adult customer did not expose her to its business premises for any purpose, include purposes related to sexual abuse of minors and human sex trafficking.

91. Defendant breached its duties to Plaintiff.

92. As a direct and proximate result of Defendant's negligence, Plaintiff suffered, continues to suffer and will continue to suffer into the future from severe physical and mental pain and harm, psychological and psychiatric trauma and ailments and conditions co-morbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem, disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

93. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

94. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 5
NEGLIGENCE
AGAINST CHARLES E. MELLICK

95. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

96. Defendant owed a duty to Plaintiff to protect her, as a minor, from exposure to places, events, circumstances, and acts at, and connected to, the business premises where he was

employed, that were known to proximately cause, or likely to proximately cause, her to suffer harm to her physical, mental and emotional health.

97. Defendant's duty included, without limitation, taking proactive steps to guard against the known risk that minors would be encouraged, enticed or induced by adults to enter that premises and seek employment.

98. Defendant breached his duties to Plaintiff.

99. As a direct and proximate result of Defendant's negligence, Plaintiff suffered, continues to suffer and will continue to suffer into the future from severe physical and mental pain and harm, psychological and psychiatric trauma and ailments and conditions co-morbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem, disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

100. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

101. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 6
NEGLIGENCE PER SE
AGAINST SCORES TAMPA

102. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

103. At all pertinent times, SCORES TAMPA knew, should have known and/or was recklessly indifferent to the fact that JANE DOE was under 18 years of age.

104. The employment of JANE DOE to perform in an adult entertainment establishment was in violation of Fla. Stat. § 450.021

105. The employment of JANE DOE to sell alcoholic beverages was in violation of Fla. Stat. § 450.021.

106. Dispensing alcoholic beverages to JANE DOE was in violation of Florida statutory law against anyone under the age of 21 from being provided such beverages.

107. The aforesaid statutes are strict liability statutes designed to protect the particular class of persons, to which JANE DOE belonged, who are unable to protect themselves, and designed to protect that class from the particular type of injury sustained by JANE DOE in this case.

108. Breach of said statutes constitutes negligence per se.

109. Defendant breached said statutes.

110. As a direct and proximate result of Defendant's negligence, Plaintiff suffered, continues to suffer and will continue to suffer into the future from severe physical and mental pain and harm, psychological and psychiatric trauma and ailments and conditions co-morbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem, disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

111. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

112. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 7
BATTERY
AGAINST SCORES TAMPA

113. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

114. Plaintiff was employed at SCORES TAMPA to engage, as a minor, in commercial sexual performances for adult men; Plaintiff did so perform sexually provocative dances while partially nude for groups of those men on an open stage and, while topless and with her buttocks fully exposed, one-on-one for individual men in private so-called “VIP rooms.”

115. The aforesaid performances included performing “lap dances” and other such acts that involved direct physical contact between Plaintiff’s body and the body of adult men.

116. To facilitate Plaintiff’s “performances” SCORES TAMPA and its agents provided Plaintiff with illegally dispensed controlled substances, including prescription drugs, and alcohol to the point that Plaintiff became fully intoxicated.

117. Defendant procured Plaintiff for the aforesaid commercial sexual performances and derived substantial revenue from those performances, including revenue paid by customers in the form of cover charges at the entrance to the club; sale of club merchandise; sale of alcohol and food to customers while observing the performances; sale of alcohol directly procured by Plaintiff’s interactions with individual men; money paid by men to enter “VIP rooms” alone with Plaintiff; and so-called “rental lease fees” that Plaintiff was charged by SCORES TAMPA for Plaintiff’s “use” of the SCORES TAMPA premises to “perform” as a purported independent performer.

118. During the sexually explicit performances, Plaintiff was repeatedly groped and molested in a sexualized manner, including on private and sensitive areas of her body, which constituted multiple acts of battery.

119. Further, while preparing to perform in the SCORES TAMPA changing room, which was a large open room with no privacy, Plaintiff was repeatedly touched while nude or partially nude by male managers.

120. Among the illegal touching, JANE DOE was repeatedly exposed fully topless to a SCORES TAMPA employee, defendant CHARLES E. MELLICK, who touched her breasts repeatedly while applying “pasties” to cover her nipples before sending her to the main stage to perform.

121. The aforesaid contact with Plaintiff’s body was offensive, harmful and inherently illegal.

122. As a direct and proximate result of SCORES TAMPA’s tortious conduct, Plaintiff suffered, continues to suffer and will continue to suffer into the future from severe physical and mental pain and harm, psychological and psychiatric trauma and ailments and conditions comorbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem, disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

123. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

124. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 8
BATTERY
AGAINST CHARLES E. MELLICK

125. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

126. Plaintiff was employed at SCORES TAMPA to engage, as a minor, in commercial sexual performances for adult men; Plaintiff did so perform sexually provocative dances while partially nude for groups of those men on an open stage and, while topless and with her buttocks fully exposed, one-on-one for individual men in private so-called “VIP rooms.”

127. Defendant CHARLES E. MELLICK materially assisted in procuring Plaintiff for the aforesaid commercial sexual performances.

128. While preparing to perform in the SCORES TAMPA changing room, which was a large open room with no privacy, JANE DOE was repeatedly exposed fully topless to CHARLES E. MELLICK, who touched her breasts repeatedly while applying “pasties” to cover her nipples before sending her to the main stage to perform.

129. At the time of this touching, CHARLES E. MELLICK knew or was recklessly indifferent to knowing Plaintiff’s age at the time and her ability to give consent to such touching.

130. Due to Plaintiff’s age as a minor, as well as the location, she was legally incapable of granting consent to said touching.

131. The aforesaid contact with Plaintiff’s body was offensive, harmful and inherently illegal.

132. The aforesaid contact with Plaintiff’s body constituted battery.

133. As a direct and proximate result of the battery committed by CHARLES E. MELLICK, Plaintiff suffered, continues to suffer and will continue to suffer into the future from severe physical and mental pain and harm, psychological and psychiatric trauma and ailments and conditions co-morbid to trauma, aggravation of pre-existing mental health conditions, emotional distress, embarrassment, diminished self-esteem, disgrace, humiliation, other pain and suffering, loss of ability to earn an income, loss of ability for the enjoyment of life, and expenses for medical and mental health care.

134. The injuries suffered are continuing in nature and Plaintiff will continue to suffer pain and emotional damage and permanent mental health injury and, in the future, will require additional medical and mental health care and treatment for her injuries and ailments and will continue to suffer the loss of capacity for the enjoyment of life.

135. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 9
UNJUST ENRICHMENT
AGAINST SCORES TAMPA

136. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

137. Defendant illegally induced, caused and promoted Plaintiff, as a minor, to perform in commercial sexual entertainment that constituted commercial sexual exploitation of a minor in violation of Florida law.

138. Defendant illegally induced, caused and promoted Plaintiff, as a minor, to promote the sale of alcohol in violation of Florida law.

139. Defendant illegally employed Plaintiff, as a minor, in an adult entertainment establishment, as defined in Fla. Stat. 847.001(2).

140. Defendant's purpose in illegally involving Plaintiff in the commercial sexual exploitation of a minor was to benefit itself financially.

141. Defendant did in fact benefit financially from involving Plaintiff in the commercial sexual exploitation of her as a minor, employment of her as a minor in an adult entertainment establishment and use of her as a minor to promote the sale of alcohol.

142. Defendant has been enriched by its aforesaid acts of involving Plaintiff in the commercial sexual exploitation of her as a minor, employment of her as a minor in an adult entertainment establishment and use of her as a minor to promote the sale of alcohol.

143. For the Defendant to retain the financial benefits received by it due to illegal commercial sexual exploitation of Plaintiff as a minor, employment of her as a minor in an adult entertainment establishment and use of her to promote the sale of alcohol is inequitable and unjust.

144. The financial benefits received by Defendant from the unlawful use and employment of a minor in equity and good conscience should not be retained by Defendant and therefore should be disgorged.

145. As a result of Defendant's aforesaid illegal conduct, Plaintiff has been damaged.

146. Plaintiff is entitled to restitution from the Defendant and an order for the disgorgement of all profits, benefits, and other compensation obtained by the Defendant from its wrongful conduct.

147. WHEREFORE, Plaintiff demands judgment against this Defendant for all damages available at law and equity, as well as such other and further relief as the Court deems just and equitable under the circumstances.

COUNT 10
FRAUDULENT TRANSFER

**AGAINST TAMPA FOOD AND HOSPITALITY, INC., LOUIS J. MENDELL, III,
AS TRUSTEE OF THE DOM JAD MEN IRREVOCABLE TRUST, AND
HOLDINGS JJJ, LLC**

148. Plaintiff realleges and incorporates into this Count the Facts Common to All Counts alleged above.

149. This is a claim for fraudulent transfer pursuant to Section 726.101, et. seq., Florida Statutes, against Defendants TAMPA FOOD AND HOSPITALITY, INC., LOUIS J. MENDELL, III, as Trustee of the DOM JAD MEN IRREVOCABLE TRUST, and HOLDINGS JJJ, LLC.

150. For the purposes of this count and pursuant to Section 725.101, Florida Statutes, Defendant TAMPA FOOD AND HOSPITALITY, INC., is a debtor.

151. For the purposes of this count and pursuant to Section 725.101, JANE DOE is a creditor of TAMPA FOOD AND HOSPITALITY, INC.

152. TAMPA FOOD AND HOSPITALITY, INC., sold the assets but not liability of the business it owned and operated as Scores Tampa.

153. Upon information and belief, TAMPA FOOD AND HOSPITALITY, INC., transferred the proceeds (the “Transfers”) of sale to the DOM JAD MEN IRREVOCABLE TRUST and HOLDINGS JJJ, LLC, with the actual intent to hinder, delay, or defraud its creditor JANE DOE.

154. Upon information and belief, Defendant TAMPA FOOD AND HOSPITALITY, INC., as a result of the fraudulent transfers to the DOM JAD MEN IRREVOCABLE TRUST and HOLDINGS JJJ, LLC, Defendant TAMPA FOOD AND HOSPITALITY has no remaining assets and is therefore insolvent.

155. Upon information and belief, Defendant TAMPA FOOD AND HOSPITALITY, INC., made the Transfers to insiders Louis J. Mendel and Jamie Rand through the DOM JAD MEN IRREVOCABLE TRUST and HOLDINGS JJJ, LLC, respectively.

156. JANE DOE is entitled to avoid the fraudulent Transfers and to obtain a prejudgment attachment, or other provisional remedy against the assets transferred by TAMPA FOOD AND HOSPITALITY, INC., including an injunction against further disposition of assets. In the alternative, JANE DOE is entitled to and may elect to seek damages against the recipients of the Transfers or the beneficiaries of those Transfers.

157. WHEREFORE, Plaintiff JANE DOE respectfully demands:

- a. avoidance of each of the Transfers;
- b. an attachment or other provisional remedy against the assets transferred or other property of the transferee in accordance with applicable law;
- c. an injunction against further disposition of assets by TAMPA FOOD AND HOSPITALITY, INC.;
- d. an injunction enjoining Transferees LOUIS J. MENDEL, III, as Trustee of the DOM JAD MEN IRREVOCABLE TRUST and HOLDINGS JJJ, LLC from further disposition of the assets received from TAMPA FOOD AND HOSPITALITY, INC.; and/or
- e. appointment of a receiver to take charge of the asset transferred or of other property of the transferee.

Plaintiff further demands:

- f. judgment in an amount to be proven at trial;
- g. all applicable interest thereon, plus the costs of this action; and
- h. such other and further relief as the Court deems just and equitable under the circumstances.

TRIAL BY JURY

Plaintiff demands trial by jury on all issues so triable.

Dated this 18th day of July 2023.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on July 18, 2023, I electronically filed a true and correct copy of the foregoing via the Florida Courts E-Filing Portal with the Clerk of the Court and served upon those listed below via the Florida Courts E-Filing Portal:

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