

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA

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JA DOE 1, an individual,

Case No.: \_\_\_\_\_

Plaintiff,

**COMPLAINT**

v.

HEARTLAND IVY PARTNERS LLC  
a/k/a and f/k/a HEARTLAND REALTY  
INVESTORS, INC. d/b/a HOTEL IVY;  
IVY EQUITY PARTNERS LLC d/b/a HOTEL  
IVY; and WISCHERMANN PARTNERS, INC.,

Defendants.

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Plaintiff, for her causes of action against Defendants, alleges that:

**PARTIES**

1. Plaintiff JA DOE 1 (“Plaintiff”) is a pseudonym protecting the identity of a young woman and a survivor of childhood sexual assault and sex trafficking. Public disclosure of Plaintiff’s identity relating to this action will cause Plaintiff further harm and will thereby discourage other victims from coming forward in contradiction to the public policy of the Trafficking Victims Protection Reauthorization Act (“TVPRA”). The identity of Plaintiff will be disclosed under separate cover to Defendants.

2. Plaintiff was born in 2003. Plaintiff currently resides, and at all times material resided, in the State of Minnesota.

3. Defendant HEARTLAND IVY PARTNERS LLC a/k/a and f/k/a HEARTLAND REALTY INVESTORS, INC. (“HEARTLAND”) is, and at all times material was, a Minnesota corporation with its principal place of business at 4802 Nicollet Avenue South, Minneapolis, MN 55419. Upon information and belief, Defendant HEARTLAND owned and controlled the Hotel

Ivy from approximately 2013 until approximately 2022.

4. Defendant IVY EQUITY PARTNERS LLC was at all times material a Minnesota corporation with its principal place of business at 4802 Nicollet Ave. S., Minneapolis, MN 55419. Upon information and belief, Defendant IVY EQUITY PARTNERS LLC was the corporate entity used, controlled, and/or wholly owned by Defendant HEARTLAND to purchase and/or hold the Hotel Ivy property from approximately 2013 until approximately 2022.

5. Defendant WISCHERMANN PARTNERS, INC. is, and at all times material was, a Minnesota corporation with its principal place of business at 545 2<sup>nd</sup> St., Unit 477, Excelsior, MN 55331. Upon information and belief, Defendant WISCHERMANN PARTNERS, INC. managed the Hotel Ivy, under direction, contract, agreement, and/or stipulation of Defendant HEARTLAND and/or Defendant IVY EQUITY PARTNERS LLC from approximately 2013 until approximately 2022.

6. Upon information and belief, at all times material hereto, Defendant HEARTLAND, Defendant IVY EQUITY PARTNERS LLC, and Defendant WISCHERMANN PARTNERS, INC. (collectively “Defendants”) were agents, representatives, and/or employees of each and every other Defendant and were acting within the course and scope of said alternative personality, capacity, identity, agency, representation, and/or employment and were within the scope of their authority, whether actual or apparent. At all times material hereto, Defendants were the trustees, partners, servants, joint venturers, shareholders, co-conspirators, contractors, and/or employees of each and every other Defendant, and the acts and omissions alleged herein were done by them, acting individually, through such capacity and within the scope of their authority and with the permission and consent of each and every other Defendant, and that such conduct was thereafter ratified by each Defendant.

**JURISDICTION & VENUE**

7. This Court has jurisdiction pursuant to 18 U.S.C. § 1595(a), which provides that a victim of a violation of the TVPRA may bring a civil action “in an appropriate district court of the United States and may recover damages and reasonable attorneys fees.”

8. This Court also has original jurisdiction pursuant to 28 U.S.C. § 1331 over Plaintiff’s claims arising out of the TVPRA because these claims involve a federal question.

9. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over Plaintiff’s Minnesota state law claims because these claims are part of the same case or controversy such that they arise out of the same common nucleus of operative fact.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because all, or substantially all, of the events giving rise to this action occurred, and the principal place of business for multiple Defendants is, in the County of Hennepin, State of Minnesota.

**FACTS**

11. The Hotel Ivy is located at 201 South 11th St. in downtown Minneapolis, Minnesota, and the property includes a luxury hotel and condominiums that are private residences.

12. At all times material, Anton “Tony” Lazzaro (“Lazzaro”) owned a condominium on the 19<sup>th</sup> Floor of the Hotel Ivy, Unit # 1920.

13. Upon information and belief, as part of Lazzaro’s ownership of a condominium in the Hotel Ivy, Lazzaro was required to, and did in fact, remit payment to the Hotel Ivy for services.

14. Upon information and belief, as the owner of a condominium in the Hotel Ivy, Lazzaro received many services from the Hotel Ivy in exchange for payment including, but not limited to: valet services, concierge, security, use of hotel amenities, cleaning services, guest screening, and/or guest transportation.

15. Upon information and belief, Lazzaro provided cash and/or other items of value to Hotel Ivy staff in exchange for the services Hotel Ivy staff performed for him.

16. On March 31, 2023, Lazzaro was criminally convicted by a federal jury of five counts of Sex Trafficking of a Minor in violation of the TVPRA (18 U.S.C. §§ 1589 *et seq.*) and one count of Conspiracy to Commit Sex Trafficking of Minors.

17. Lazzaro's conviction arose from Lazzaro's sex trafficking of multiple minor females, through Lazzaro's use of the Hotel Ivy and Lazzaro's condominium located in the Hotel Ivy.

18. At the time of Lazzaro's conviction, a prominent jurist described Lazzaro's sex trafficking scheme as soulless and mechanical.

19. On December 19, 2022, Lazzaro's co-conspirator, Gisela Castro Medina ("Medina") pled guilty to Conspiracy to Commit Sex Trafficking of Minors and Obstruction from her role in recruiting minors for Lazzaro's sex trafficking scheme.

20. Upon information and belief, and the facts set forth in this Complaint, the Hotel Ivy was an integral part of Lazzaro's personal, professional, social, and criminal life.

**I. Anton Lazzaro's Sex Trafficking and Modus Operandi.**

21. Upon information and belief, in approximately the spring and/or summer of 2020, Lazzaro sex trafficked at least five minor females, including Plaintiff, at Lazzaro's condominium in the Hotel Ivy.

22. Upon information and belief, victims of Lazzaro's sex trafficking scheme, including Plaintiff, were minor females between approximately 15 to 17 years of age.

23. Upon information and belief, and as confirmed by Medina in her December 2022 plea hearing, Lazzaro used Medina to recruit underage females, through social media, for Lazzaro

to subsequently sex traffic.

24. In Lazzaro's criminal trial, multiple victims of Lazzaro's sex trafficking testified to similar facts, including how they were sex trafficked, recruited, groomed, transported, intoxicated, and paid by Lazzaro.

- a. First, Medina, a young female, sought-out underage females who matched Lazzaro's physical and sexual preferences.
- b. Second, Medina contacted the minors and cultivated a social relationship with them—often through the shared social and romantic struggles of young females.
- c. Third, Medina informed the minors of Medina's friend "Tony" who could provide the minors' with cash and/or other items of value.
- d. Fourth, Medina connected Lazzaro and the minors, which allowed for direct communication between Lazzaro and the minors.
- e. Fifth, Lazzaro and/or Medina coerced the minors to meet with Lazzaro at Lazzaro's Hotel Ivy condominium.
- f. Sixth, Lazzaro sent Ubers at late hours of the night to the minors' locations to drive the minors to the Hotel Ivy.
- g. Seventh, Lazzaro instructed the minors to inform the front desk at the Hotel Ivy that they were there to see Tony in #1920.
- h. Eighth, once in Lazzaro's condominium, Lazzaro provided the minors with alcohol and paid them, with cash and/or other items of value, to perform various sex acts for Lazzaro's sexual gratification.
- i. Ninth, the minors left Lazzaro's condominium within hours or minutes of

arrival, often intoxicated. On occasion, Lazzaro purchased hotel rooms for the minors in the Hotel Ivy.

- j. Tenth, Lazzaro coerced the minors into repeated contact with Lazzaro through repeating the steps previously described and repeatedly sex trafficked them.

## **II. The Hotel Ivy's Role.**

25. Upon information and belief, the Hotel Ivy played an integral role in Lazzaro's sex trafficking scheme.

26. Upon information and belief, the repetitive and mechanical nature of Lazzaro's sex trafficking scheme, as set forth in this Complaint and corroborated by testimony from Lazzaro's and Medina's criminal proceedings, demonstrates how the Hotel Ivy, its staff, and Defendants were an integral piece of the sex trafficking of Plaintiff and other minor females.

### **1. The Hotel Ivy front desk.**

27. A front office manager at the Hotel Ivy during the period in which Plaintiff and other minors were sex trafficked by Lazzaro testified that the front desk of the Hotel Ivy allowed staff to see everything happening in the hotel lobby.

28. The front office manager testified that the Hotel Ivy staff worked for both the hotel and residents of the condominiums.

29. The front office manager testified that the hotel and residents shared a front desk.

30. The front office manager testified that if the guest of a condominium resident in the Hotel Ivy wanted to access a resident's condominium, the guest communicated with a Hotel Ivy staff member at the front desk prior to entry to the private elevator accessing the condominiums.

31. Upon information and belief, and corroborated by the testimony of Lazzaro's

victims, the front desk staff at the Hotel Ivy were required to call and alert condominium residents, like Lazzaro, upon the arrival of a guest.

32. Upon information and belief, the front desk staff at the Hotel Ivy were required to obtain approval from the condominium resident, like Lazzaro, that the guest could be brought to the resident's condominium.

33. Upon information and belief, the front desk staff, therefore, were required to interact with, observe, communicate with, and obtain the identity of any guest of a condominium resident, including Lazzaro's victims.

34. Upon information and belief, and as corroborated by the testimony of Lazzaro's victims, once a condominium resident approved a guest, the guest was brought to a private elevator in the Hotel Ivy accessible only to Hotel Ivy staff and residents.

35. The front office manager testified that the private elevator is inaccessible to a guest without the accompaniment of a Hotel Ivy staff member.

36. The front office manager testified that she worked night shifts at the Hotel Ivy during the period in which Plaintiff and other minors were sex trafficked through the Hotel Ivy.

37. The front office manager testified that she recalled Lazzaro having many guests.

38. The front office manager testified that "everyone knew" Lazzaro had a "type."

39. Upon information and belief, the front office manager's reference to Lazzaro's "type" was in reference to Lazzaro's preference and/or attraction to certain physical characteristics of females.

40. The front office manager testified that Lazzaro's type was "white, skinny girls."

41. The front office manager testified that "when I see the girls, I can tell like they are coming to him."

42. The front office manager testified that the “girls” coming to Lazzaro looked “really good” and “like models.”

43. The front office manager testified that she saw these “girls” during her evening shift.

44. The front office manager testified that she knew that the “girls” were often in Lazzaro’s condominium for short visits, such as a “half hour or so.”

45. The front office manager testified that the “girls” that were in Lazzaro’s condominium did not look like “girlfriends” of Lazzaro.

46. The front office manager testified that she, along with other Hotel Ivy staff, were trained to look for signs of sex trafficking.

47. The front office manager testified that she knew from her sex trafficking training that not all sex trafficking situations are the same; not all victims are the same; victims can be well dressed; and victims may initially appear confident.

48. The front office manager testified that it would have been a “red flag” for the front office manager to see three young girls come to, or leave, the Hotel Ivy residences at 1:00 a.m.

49. The front office manager testified that the “girls” that came to see Lazzaro appeared to be significantly younger than 19 years old and looked closer to 16 or 17 years of age.

**2. The Hotel Ivy’s role in Lazzaro’s sex trafficking of Plaintiff.**

50. Plaintiff testified that in approximately the spring and/or summer of 2020, when Plaintiff was approximately 16 years old, Lazzaro sent an Uber at night to pick up Plaintiff and Medina.

51. Plaintiff testified that the Uber arranged and paid for by Lazzaro delivered Plaintiff and Medina to the Hotel Ivy.



52. Plaintiff was frequently delivered to the Hotel Ivy by a transportation service at or after 10:00 p.m. when it was dark.

53. Once at the Hotel Ivy, a Hotel Ivy doorman approached the Uber, opened the door for Plaintiff, acknowledged Plaintiff, and escorted Plaintiff and Medina into the hotel.

54. Upon information and belief, and corroborated by the testimony of the Hotel Ivy front office manager, Hotel Ivy staff saw Plaintiff and Medina when they entered the Hotel Ivy.

55. Plaintiff, then approximately 16 years old, was frequently visibly intoxicated when she arrived at the Hotel Ivy.

56. Plaintiff and Medina, who is a young woman herself, then approached the Hotel Ivy front desk.

57. The Hotel Ivy staff spoke, saw, and interacted with Plaintiff and Medina at the Hotel Ivy front desk.

58. Plaintiff and Medina informed the Hotel Ivy front desk staff that they were present to see Lazzaro in Unit #1920.

59. Plaintiff and Medina provided their names to the front desk staff.

60. The Hotel Ivy staff called Lazzaro, communicated with Lazzaro, and explained to Lazzaro that Plaintiff and Medina were there to see Lazzaro.

61. Upon information and belief, the Hotel Ivy staff were required to obtain affirmative approval from Lazzaro that Plaintiff and Medina were allowed access to Lazzaro's condominium.

62. The Hotel Ivy staff then brought Plaintiff and Medina to a private elevator in the Hotel Ivy which accesses resident condominiums only by Hotel Ivy staff intervention.

63. The Hotel Ivy staff either rode the elevator to the 19<sup>th</sup> floor with Plaintiff and Medina or provided Plaintiff and Medina with access to the private elevator to ride to the 19<sup>th</sup> floor.

64. Once on the 19<sup>th</sup> floor, if the Hotel Ivy staff had ridden the elevator with Plaintiff and Medina, the Hotel Ivy staff then delivered Plaintiff and Medina to Lazzaro at Lazzaro's front door.

65. Plaintiff testified that inside Lazzaro's condominium, Lazzaro provided Plaintiff with alcohol and Plaintiff was visibly intoxicated.

66. Plaintiff testified that Lazzaro then provided Plaintiff with cash in exchange for sex acts performed for Lazzaro's sexual gratification.

67. Lazzaro also frequently bought Plaintiff and Medina McDonald's for Plaintiff and Medina to consume.

68. Upon information and belief, a delivery service brought the McDonald's order to Lazzaro's condominium, which required that the delivery person check-in with the front desk staff of the Hotel Ivy, obtain authority to deliver the food, and gain access to the private elevator from the front desk staff, all of which would have alerted the staff to the activity occurring in Lazzaro's condominium.

69. Plaintiff testified that Plaintiff and Medina left Lazzaro's condominium that same night.

70. When Plaintiff and Medina left Lazzaro's condominium, Lazzaro escorted them to the lobby of the Hotel Ivy to wait for the transportation service that Lazzaro had arranged and paid for to pick up Plaintiff and Medina.

71. While in the Hotel Ivy lobby, Plaintiff was noticeably intoxicated, often using Medina for support as Plaintiff struggled to walk due to her intoxication, or even occasionally being carried on Medina's back as Plaintiff struggled to walk due to her intoxication.

72. Upon information and belief, and as corroborated by the testimony of the front

office manager, the front desk staff and/or other Hotel Ivy staff saw Plaintiff and/or Medina visibly intoxicated in the lobby due to the positioning of the Hotel Ivy front desk in relation to the lobby and the entrance.

73. While Plaintiff and Medina waited in the lobby of the Hotel Ivy, Lazzaro struck up conversation(s) with Hotel Ivy staff.

74. Lazzaro's conversation(s) with Hotel Ivy staff included Lazzaro assuring Hotel Ivy staff that Plaintiff and Medina were fine, that Plaintiff and Medina had just been consuming alcohol causing them to be intoxicated.

75. Once the transportation service Lazzaro arranged and paid for arrived, Lazzaro and/or Hotel Ivy staff opened the door to the car for Plaintiff and/or Medina.

76. Once Plaintiff and Medina were in the vehicle, Lazzaro stood outside and watched as the vehicle drove away.

77. Plaintiff testified that Plaintiff was sex trafficked by Lazzaro in the same or similar manner on multiple occasions – frequently arriving to, and leaving from, the Hotel Ivy late at night and visibly intoxicated.

**3. The Hotel Ivy's role in Lazzaro's sex trafficking of a second victim.**

78. A second victim testified that in approximately the spring and/or summer of 2020, when the victim was approximately 16 years old, the victim, the victim's sister, and the victim's minor female friend drove to the Hotel Ivy at night after being directed there by Lazzaro.

79. Upon information and belief, and corroborated by the testimony of the Hotel Ivy front office manager, Hotel Ivy staff saw the victim, the victim's sister, and the minor female once they entered the Hotel Ivy.

80. The victim testified that the victim, the victim's sister, and the minor female

approached the Hotel Ivy front desk.

81. The victim testified that the victim, the victim's sister, and the minor female, as instructed by Lazzaro, informed the Hotel Ivy front desk that they were present to see "Tony, condo 1920."

82. Upon information and belief, the Hotel Ivy staff interacted with, observed, communicated with, and obtained the identity of the victim, the victim's sister, and the minor female at the Hotel Ivy front desk.

83. The victim testified that the Hotel Ivy staff then called Lazzaro.

84. Upon information and belief, the Hotel Ivy staff, upon calling Lazzaro, communicated with Lazzaro and explained to Lazzaro that the victim, the victim's sister, and the minor female were there to see Lazzaro.

85. The victim testified that a Hotel Ivy staff member told Lazzaro that "I have three beautiful women waiting here for you."

86. Upon information and belief, the Hotel Ivy staff were then required to obtain affirmative approval from Lazzaro that the victim, the victim's sister, and the minor female were allowed to Lazzaro's condominium.

87. Upon information and belief, to access Lazzaro's condominium, Hotel Ivy staff brought the victim, the victim's sister, and the minor female to a private elevator in the Hotel Ivy, which accesses resident condominiums only by Hotel Ivy staff intervention.

88. Upon information and belief, Hotel Ivy staff brought the victim, the victim's sister, and the minor female into the elevator where the Hotel Ivy staff either rode the elevator to the 19<sup>th</sup> floor with the victim, the victim's sister, the minor female or allowed the young females to ride unaccompanied.

89. Upon information and belief, once on the 19<sup>th</sup> floor, if the Hotel Ivy staff rode the elevator, the Hotel Ivy staff then delivered the victim, the victim's sister, and the other minor female to Lazzaro.

90. The victim testified that inside of Lazzaro's apartment, Lazzaro provided the victim with alcohol and Klonopin. The victim testified that the victim was not prescribed Klonopin.

91. Upon information and belief, Klonopin is a prescription medication similar in effect to Xanax in that the primary purpose is to treat anxiety, panic, and/or seizures. Upon information and belief, Klonopin is highly addictive and is unavailable without prescription.

92. Upon information and belief, Lazzaro provided the victim with cash and/or other items of value in exchange for sex acts performed for Lazzaro's sexual gratification.

93. The victim testified that the minor female who had gone to the Hotel Ivy with the victim and the victim's sister was kicked out of Lazzaro's condominium by Lazzaro.

94. The victim testified that after being kicked out, the minor female was then required to go back to the lobby of the Hotel Ivy.

95. Upon information and belief, when the minor female re-entered the Hotel Ivy lobby, the front desk and Hotel Ivy staff observed the minor female again.

96. The victim testified that in the lobby of the Hotel Ivy, the minor female met up with a group of the minor female's friends who had been waiting in the lobby for the minor female.

97. Upon information and belief, the victim and the victim's sister left Lazzaro's condominium and the Hotel Ivy the same night.

98. Upon information and belief, upon exiting Lazzaro's condominium, the victim and the victim's sister were required to walk back through the Hotel Ivy lobby, in view of the front desk, to leave.

99. As the victim testified, the victim had been provided alcohol and Klonopin by Lazzaro. As such, upon information and belief, the minor victim walked back through the Hotel Ivy lobby intoxicated.

100. The victim also testified about another occasion in which she went to the Hotel Ivy and Lazzaro's condominium.

101. The victim testified that on this other occasion, the victim went to the Hotel Ivy and Lazzaro's condominium with the victim's sister and a young female friend.

102. Upon information and belief, this other occasion also occurred in the spring and/or summer of 2020 when the victim was approximately 16 years old.

103. Upon information belief, and corroborated by the testimony of the Hotel Ivy front office manager, Hotel Ivy staff saw the victim, the victim's sister, and the young female once they entered the Hotel Ivy.

104. Upon information and belief, the Hotel Ivy staff interacted with, observed, communicated with, and obtained the identity of the victim, the victim's sister, and the young female at the Hotel Ivy front desk.

105. Upon information and belief, the victim, the victim's sister, and the young female informed the Hotel Ivy front desk that they were present to see Lazzaro in Unit #1920.

106. Upon information and belief, the Hotel Ivy staff were required to call Lazzaro, communicate with Lazzaro, explain to Lazzaro that the victim, the victim's sister, and the young female were there to see Lazzaro.

107. Upon information and belief, the Hotel Ivy staff then brought the victim, the victim's sister, and the young female to a private elevator in the Hotel Ivy, which accesses resident condominiums only by Hotel Ivy staff intervention.

108. Upon information and belief, the Hotel Ivy staff brought the victim, the victim's sister, and the young female into the elevator where the Hotel Ivy staff then either rode the elevator to the 19<sup>th</sup> floor with the victim, the victim's sister, and the young female or allowed them to ride to the 19<sup>th</sup> floor unaccompanied.

109. Upon information and belief, once on the 19<sup>th</sup> floor, the Hotel Ivy staff then delivered the victim, the victim's sister, and the young female to Lazzaro if the Hotel Ivy staff had ridden the elevator with them.

110. Upon information and belief, inside Lazzaro's apartment, Lazzaro again provided the victim, the victim's sister, and/or the young female with alcohol and/or Klonopin.

111. Upon information and belief, Lazzaro then provided the victim, the victim's sister, and/or the young female with cash and/or other items of value in exchange for sex acts performed for Lazzaro's sexual gratification.

112. Upon information and belief, on this occasion, the young female exited Lazzaro's condominium the same night of their arrival.

113. Upon information and belief, upon exiting Lazzaro's condominium, the young female then had to walk through the Hotel Ivy lobby, in view of the front desk, to exit the Hotel Ivy.

114. The victim testified that on this occasion, the victim stayed the night in a hotel room at the Hotel Ivy.

115. Upon information and belief, and corroborated by the testimony of Gisela Medina, Lazzaro arranged and paid for victims to spend the night in hotel rooms in the Hotel Ivy.

116. The victim also testified about a third occasion in which the victim and the victim's sister went to the Hotel Ivy and Lazzaro's condominium.

117. Upon information and belief, this third occasion also occurred in the spring and/or summer of 2020 when the victim was approximately 16 years old.

118. Upon information and belief, and corroborated by the testimony of the Hotel Ivy front office manager, Hotel Ivy staff saw the victim and the victim's sister once they entered the Hotel Ivy.

119. Upon information and belief, the victim and the victim's sister then approached the Hotel Ivy front desk.

120. Upon information and belief, the victim and the victim's sister then informed the Hotel Ivy front desk that they were present to see Lazzaro in Unit #1920.

121. Upon information and belief, the Hotel Ivy staff were then required to call Lazzaro, communicate with Lazzaro, and explain to Lazzaro that the victim and the victim's sister were there to see Lazzaro.

122. Upon information and belief, the Hotel Ivy staff were then required to obtain affirmative approval from Lazzaro that the victim and the victim's sister were allowed to Lazzaro's condominium.

123. Upon information and belief, Hotel Ivy staff then brought the victim and the victim's sister to a private elevator in the Hotel Ivy which accesses resident condominiums only by Hotel Ivy staff intervention.

124. Upon information and belief, Hotel Ivy staff then either brought the victim and the victim's sister into the elevator where the Hotel Ivy staff then rode the elevator to the 19<sup>th</sup> floor with the victim and the victim's sister or allowed them to ride the elevator unaccompanied.

125. Upon information and belief, once on the 19<sup>th</sup> floor, the Hotel Ivy staff then delivered the victim and the victim's sister to Lazzaro if the Hotel Ivy staff rode the elevator with



them.

126. Upon information and belief, inside Lazzaro's condominium, Lazzaro provided the victim and/or the victim's sister with alcohol and/or Klonopin.

127. The victim testified that on this occasion, the victim and the victim's sister engaged in a dispute in Lazzaro's condominium.

128. The victim testified that in response to this dispute, Lazzaro kicked the victim out of his condominium.

129. The victim testified that after being kicked out of Lazzaro's condominium, the victim returned to the Hotel Ivy lobby.

130. The victim testified that in the lobby of the Hotel Ivy, the victim approached the front desk.

131. The victim testified that she then told the Hotel Ivy staff at the front desk about Lazzaro's sex trafficking, particularly about Lazzaro's use of cash and/or other items of value in exchange for sex acts being performed for Lazzaro's sexual gratification.

132. The victim testified that she told the Hotel Ivy staff that she needed the Hotel Ivy staff to remove her sister from Lazzaro's condominium.

133. The victim testified that the Hotel Ivy staff responded that there was nothing that the Hotel Ivy staff could do.

134. The victim then testified that she waited in the Hotel Ivy lobby for her father to arrive to pick her up.

135. The victim testified that once her father arrived, the father approached the Hotel Ivy front desk and pled with the Hotel Ivy staff to assist him in retrieving his daughter from Lazzaro's condominium.

136. The victim testified that the Hotel Ivy staff responded to the father that there was nothing that the Hotel Ivy staff could do.

137. The victim testified that she then left the Hotel Ivy with her father.

**4. The Hotel Ivy's role in Lazzaro's sex trafficking of a third victim.**

138. A third victim of Lazzaro testified that in approximately the summer of 2020, when the victim was approximately 15 years old, Lazzaro sent an Uber at night to pick up the victim and two other minor females.

139. The victim testified that the Uber arranged and paid for by Lazzaro delivered the victim and minor females at the Hotel Ivy at approximately 11:00 p.m.

140. Upon information and belief, and corroborated by the testimony of the Hotel Ivy front office manager, Hotel Ivy staff saw the victim and the other minor females once they entered the Hotel Ivy.

141. The victim testified that upon entrance in the Hotel Ivy, the victim and the minor females walked toward Lazzaro who was waiting by the elevator for the victim and the other minors.

142. Upon information and belief, the Hotel Ivy staff at the front desk saw the then 15-year-old victim and the minor females walk to Lazzaro and enter the private elevator with him.

143. The victim testified that inside of Lazzaro's condominium, Lazzaro provided the victim with cash and/or other items of value in exchange for sex acts performed for Lazzaro's sexual gratification.

144. The victim testified that the victim and the minor females left Lazzaro's condominium a few hours after they arrived.

145. The victim testified that after leaving Lazzaro's condominium, the victim and the

other minor females entered an Uber, arranged and paid for by Lazzaro, to pick them up from the Hotel Ivy.

146. Upon information and belief, upon exiting Lazzaro's condominium, the victim and the minor females were required to walk back through the Hotel Ivy lobby, and in view of the front desk, to access the Uber.

147. The victim testified that when she left Lazzaro's condominium, the victim struggled to walk straight due to her level of intoxication.

**5. The Hotel Ivy's role in Lazzaro's sex trafficking of a fourth victim.**

148. A fourth victim of Lazzaro testified that in approximately the spring and/or summer of 2020, when the victim was approximately 16 years old, Lazzaro sent an Uber at night to pick up the victim and another minor female.

149. The victim testified that the Uber arranged and paid for by Lazzaro dropped-off the victim and the minor female at the Hotel Ivy.

150. Upon information and belief, and corroborated by the testimony of the Hotel Ivy front office manager, Hotel Ivy staff saw the victim and the minor female once they entered the Hotel Ivy.

151. The victim testified that the victim and the minor female then approached the Hotel Ivy front desk.

152. The victim testified that at the front desk, the victim and the minor female interacted and communicated with the Hotel Ivy front desk.

153. The victim testified that the victim then informed the front desk that the victim and the minor female were there to see Tony in #1920.

154. Upon information and belief, the Hotel Ivy staff were then required to call Lazzaro,

communicate with Lazzaro, and explain to Lazzaro that the victim and the minor female were there to see Lazzaro.

155. Upon information and belief, the Hotel Ivy staff were then required to obtain affirmative approval from Lazzaro that the victim and the minor female were allowed to Lazzaro's condominium.

156. The victim testified that the Hotel Ivy staff then brought the victim and the minor friend to the elevator at the Hotel Ivy.

157. Upon information and belief, and as corroborated by the testimony of the Hotel Ivy front office manager, the elevator was a private elevator in the Hotel Ivy, which accesses resident condominiums only by Hotel Ivy staff intervention.

158. The victim testified that the Hotel Ivy staff then brought the victim and the minor female into the elevator where the Hotel Ivy staff then rode the elevator to the 19<sup>th</sup> floor with the victim and the minor female.

159. Upon information and belief, once on the 19<sup>th</sup> floor, the Hotel Ivy staff then delivered the victim and the minor female to Lazzaro.

160. The victim testified that Lazzaro then provided the victim with cash in exchange for sex acts performed for Lazzaro's sexual gratification.

161. Upon information and belief, the victim and the minor female then left Lazzaro's condominium the same night.

162. Upon information and belief, after leaving Lazzaro's condominium, the victim and the minor either entered an Uber arranged and paid for by Lazzaro, or spent the night in a hotel room in the Hotel Ivy that Lazzaro arranged and paid for.

163. Upon information and belief, regardless of whether the victim and the minor female

left the Hotel Ivy in an Uber or spent the night in a Hotel Ivy hotel room, the Hotel Ivy staff again interacted with, observed, and/or communicated with the victim and the minor female.

164. Upon information and belief, regardless of whether the victim and the minor female left the Hotel Ivy premises that same night, the victim and the minor female left the Hotel Ivy premises at some time, and to do so, they walked through the Hotel Ivy lobby, in view of the front desk.

**6. The Hotel Ivy's role in Lazzaro's sex trafficking of a fifth victim.**

165. A fifth victim of Lazzaro testified that in approximately the spring and/or summer of 2020, when the victim was approximately 16 years old, Lazzaro sent an Uber to pick up the victim.

166. The victim testified that the Uber, arranged and paid for by Lazzaro, dropped-off the victim at the Hotel Ivy.

167. Upon information and belief, and corroborated by the testimony of the Hotel Ivy front office manager, Hotel Ivy staff saw the victim once she entered the Hotel Ivy.

168. Upon information and belief, the victim then approached the Hotel Ivy front desk.

169. Upon information and belief, the Hotel Ivy staff then interacted with, observed, and communicated with the victim at the Hotel Ivy front desk.

170. Upon information and belief, the victim then informed the Hotel Ivy front desk that the victim was present to see Lazzaro in Unit #1920.

171. Upon information and belief, the Hotel Ivy staff were then required to call Lazzaro, communicate with Lazzaro, and explain to Lazzaro that the victim was there to see Lazzaro.

172. Upon information and belief, the Hotel Ivy staff were then required to obtain affirmative approval from Lazzaro that the victim was allowed to Lazzaro's condominium.

173. Upon information and belief, Hotel Ivy staff then brought the victim to a private elevator in the Hotel Ivy, which accesses resident condominiums only by Hotel Ivy staff intervention.

174. Upon information and belief, Hotel Ivy staff then brought the victim into the elevator where the Hotel Ivy staff rode the elevator to the 19<sup>th</sup> floor with the victim.

175. Upon information and belief, once on the 19<sup>th</sup> floor, the Hotel Ivy staff delivered the victim to Lazzaro.

176. The victim testified that the Hotel Ivy front desk attendant brought the victim to Lazzaro's condominium.

177. The victim testified that Lazzaro then sex trafficked the victim, providing the victim with cash and/or other items of value in exchange for sex acts performed for Lazzaro's sexual gratification.

178. The victim testified that she was sex trafficked by Lazzaro on two occasions.

179. The victim testified that on the first occasion she was sex trafficked by Lazzaro the victim was in Lazzaro's condominium for approximately only 45 minutes.

180. The victim testified that on the second occasion she was sex trafficked by Lazzaro the victim was in Lazzaro's condominium for approximately only 35 minutes.

181. Upon information and belief, upon leaving Lazzaro's condominium, the victim entered an Uber arranged and paid for by Lazzaro at the Hotel Ivy.

182. Upon information and belief, upon exiting Lazzaro's condominium, the victim was required to walk back through the Hotel Ivy lobby, in view of the front desk, to access the Uber.

7. **The Hotel Ivy's role in Lazzaro's sex trafficking as testified to by Lazzaro's co-conspirator.**

183. In her criminal plea hearing, Lazzaro's co-conspirator, Gisela Medina, testified that

Lazzaro paid for some of his victims to have hotel rooms at the Hotel Ivy as part of Lazzaro's sex trafficking scheme.

184. In her criminal plea hearing, Lazzaro's co-conspirator, Gisela Medina, testified that Lazzaro used Uber to transport minor victims to and from his condominium at the Hotel Ivy.

**8. The results of the Hotel Ivy's role in Lazzaro's sex trafficking scheme.**

185. Given the foregoing, multiple minor victims arrived, some on approximately multiple occasions and often with other minor females, at the Hotel Ivy late at night.

186. Given the foregoing, multiple minor victims were required to check-in with the front desk at the Hotel Ivy.

187. Given the foregoing, multiple minor victims were delivered to Lazzaro's condominium by Hotel Ivy staff upon the approval of Lazzaro.

188. Given the foregoing, multiple minor victims arrived and departed from the Hotel Ivy and Lazzaro's condominium in the same night.

189. Given the foregoing, multiple minor victims were at the Hotel Ivy for short periods of time, some as short as 35 minutes.

190. Given the foregoing, multiple minor victims arrived and/or departed from the Hotel Ivy late at night and visibly intoxicated.

191. Given the foregoing, a victim explained Lazzaro's sex trafficking to the Hotel Ivy staff, as it was occurring, and no remedial action was taken.

192. Given the foregoing, the sex trafficking machine created by Lazzaro operated in the same or similar manner on each occasion of sex trafficking, all of which occurred in front of the Hotel Ivy staff and involved their direct participation.

193. Given the foregoing, and upon information and belief, signs of sex trafficking were

observed and known by Hotel Ivy staff.

194. Given the foregoing, the Hotel Ivy staff and thereby vicariously Defendants ignored signs of sex trafficking by, amongst other signs, the repeated presence of multiple intoxicated female minors arriving at night and departing after a brief period of time.

195. Given the foregoing, the Hotel Ivy could have and should have prevented the sex trafficking occurring on its premises.

**COUNT I:**  
**BENEFITING FROM A VENTURE THAT VIOLATED THE TRAFFICKING**  
**VICTIMS PROTECTION REAUTHORIZATION ACT**  
**(18 U.S.C. §§ 1591(a) and 1595(a))**  
**(Against ALL Defendants)**

196. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

197. In approximately the spring and/or summer of 2020, Lazzaro committed multiple acts in violation of 18 U.S.C. §§ 1591 and 1594, including but not limited to recruiting, enticing, harboring, transporting, providing, obtaining, maintaining, and soliciting commercial sex acts with a minor child, Plaintiff, who was below the age of 18.

198. Defendants benefited from their participation in a venture with Lazzaro in violation of 18 U.S.C. § 1591(a)(2).

199. Lazzaro's violations of 18 U.S.C. §§ 1591 and 1594, and/or Defendants' benefitting therefrom pursuant to 18 U.S.C. § 1591(a)(2), subjects Defendants to civil liability pursuant to 18 U.S.C. § 1595(a).

**I. The Lazzaro, Hotel Ivy, and Defendants' venture engaged in an act in violation of 18 U.S.C. § 1591.**

200. Lazzaro has been convicted of violating 18 U.S.C. §§ 1591 and 1594 for his sex trafficking of Plaintiff and four other minor females.



201. Lazzaro and the Hotel Ivy engaged in a venture, pursuant to 18 U.S.C. § 1595(a).

202. Lazzaro's convictions under 18 U.S.C. §§1591 and 1594 thereby render the venture, through Lazzaro as a participant, engaged in a violation of 18 U.S.C. §§ 1591 and/or 1594.

203. Lazzaro and the Hotel Ivy engaged in a venture for numerous reasons including, but not limited to, the following:

- a. Lazzaro purchased rooms at the Hotel Ivy for his victim(s);
- b. Lazzaro remitted payment to the Hotel Ivy for various services such as security, cleaning, valet, dining, and the screening and escorting of guests to Lazzaro's condominium;
- c. Upon information and belief, and/or in the alternative, Lazzaro remitted payment to a homeowner's association or similar entity, as an agent of Lazzaro, which in turn remitted payment to the Hotel Ivy for the Hotel Ivy's services and use of common space for condominium residents such as Lazzaro; and/or
- d. Upon information and belief, Lazzaro provided cash and/or other items of value to Hotel Ivy staff as tips.

**II. Defendants, by and through the Hotel Ivy, knew or should have known that the venture had violated, and/or was going to violate, 18 U.S.C. §§ 1591 and/or 1594.**

204. Upon information and belief, Defendants, by and through the Hotel Ivy, knew, should have known, and/or had constructive knowledge that Lazzaro had previously, and/or was continuing to, engage in acts that violated 18 U.S.C. §§ 1591 and 1594.

205. Upon information and belief, Defendants, by and through the Hotel Ivy staff, knew, should have known, and/or had constructive knowledge, of Lazzaro's sex trafficking scheme for numerous reasons including, but not limited to, the following:

- a. Over a period of many months, females of the same or similar physical appearance and age were dropped off at the Hotel Ivy late at night on a regular basis;
- b. Over a period of many months, females of the same or similar physical appearance and age were dressed nicely and described as “like models” by the front desk manager;
- c. Over a period of many months, the aforementioned female victims appeared to be significantly younger than 19 years old, and closer to 16 or 17 years old, to staff at the Hotel Ivy such as the front office manager;
- d. Over a period of many months, the aforementioned females, upon information and belief, were dressed inappropriately for their age;
- e. Over a period of many months, the aforementioned female victims had to approach, interact, and request from the Hotel Ivy front desk to go to Lazzaro’s condominium;
- f. Over a period of many months, the front desk staff at the Hotel Ivy had to contact Lazzaro to confirm that the aforementioned females were present to see Lazzaro;
- g. Over a period of many months, the same aforementioned female victims of Lazzaro appeared multiple times;
- h. Over a period of many months, the aforementioned females appeared with Lazzaro, a significantly older male;
- i. Over a period of many months, the aforementioned females arrived to the Hotel Ivy with few or no personal items;

- j. Over a period of many months, many of the aforementioned female victims appeared at the Hotel Ivy intoxicated and/or otherwise under the influence, and some lacked physical coordination due to their level of intoxication;
- k. Over a period of many months, at times after Plaintiff and/or other victims exited Lazzaro's condominium and Hotel Ivy staff observed Plaintiff and/or other victims' behaviors in the lobby and lack of physical coordination, Lazzaro told Hotel Ivy staff that Plaintiff, and/or other victims, were intoxicated;
- l. Over a period of many months, the aforementioned female victims were required to walk to, and ride up, the elevator to reach Lazzaro's condominium, providing the Hotel Ivy staff the time and space to observe and interact with the minor female victims;
- m. Over a period of many months, the aforementioned female victims often stayed at Lazzaro's condominium for brief periods of time, often between 35 minutes and a couple of hours, before exiting;
- n. Over a period of many months, Lazzaro ordered McDonald's to be delivered to the Hotel Ivy and Lazzaro's condominium while the aforementioned minor female victims were present;
- o. During the period of time in which Lazzaro was continuously sex trafficking minors, a victim told the Hotel Ivy staff that Lazzaro was sex trafficking her and potentially others in Lazzaro's condominium;
- p. During the period of time in which Lazzaro was continuously sex trafficking minors, the father of a victim explained that he needed to

retrieve his young daughter from Lazzaro's condominium because of the father's concerns over his daughter's safety;

- q. The front office manager, and/or other Hotel Ivy staff, knew or should have known that the aforementioned activities, and potentially others, were signs of sex trafficking; and/or
- r. Upon information and belief, the aforementioned activities, and potentially others, were signs of sex trafficking that were and/or should have been recognized by Defendants by and through the Hotel Ivy and Hotel Ivy staff, and which were subsequently ignored by Defendants, the Hotel Ivy, and/or Hotel Ivy staff.

206. Upon information and belief, the Hotel Ivy and Defendants also knew, should have known, and/or had constructive knowledge that Plaintiff specifically was being sex trafficked by Lazzaro for numerous reasons including, but not limited to, the following:

- a. The aforementioned acts as set forth in this Complaint;
- b. Plaintiff appeared at the Hotel Ivy on multiple occasions late in the evening after being dropped off by a transportation service;
- c. Plaintiff was a minor;
- d. Plaintiff was frequently visibly intoxicated upon her entrance to the Hotel Ivy;
- e. Plaintiff was required to tell the front desk that she was present to see Lazzaro;
- f. Lazzaro was a male who was significantly older than Plaintiff;
- g. Plaintiff was required to tell the front desk staff her name, allowing

Defendants, the Hotel Ivy, and/or Hotel Ivy staff to track Plaintiff's entrances to the Hotel Ivy and Lazzaro's condominium;

- h. Plaintiff left Lazzaro's condominium on multiple occasions, late at night, sometimes after only a short period of time;
- i. Plaintiff was visibly intoxicated when leaving Lazzaro's condominium, and often lacked physical coordination due to her level of intoxication;
- j. Lazzaro walked down to the lobby of the Hotel Ivy with Plaintiff and Medina, signaling to Defendants, by and through the Hotel Ivy and Hotel staff, that Plaintiff was under the control of Lazzaro throughout Plaintiff's entire time at the Hotel Ivy and Lazzaro's condominium;
- k. Lazzaro informed Defendants, by and through the Hotel Ivy and Hotel Ivy staff, that Plaintiff was intoxicated after leaving Lazzaro's condominium;
- l. Plaintiff was picked up from the Hotel Ivy and did not re-appear at the Hotel Ivy the same night; and/or
- m. The conduct of Plaintiff, Lazzaro, and the Hotel Ivy occurred on multiple occasions.

**III. Defendants, by and through the Hotel Ivy, participated in the venture.**

207. At all times material, Defendants, by and through the Hotel Ivy, participated in the venture, pursuant to 18 U.S.C. §§ 1591(a)(2) and/or 1595(a), they had formed with Lazzaro while Lazzaro continuously sex trafficked minors.

208. As set forth in this Complaint, Defendants, by and through the Hotel Ivy, were engaged in a continuous, long-standing, and direct venture with Lazzaro.

209. The continuous engagement in a venture with Lazzaro is evidenced by numerous

reasons including, but not limited to, the following:

- a. Lazzaro purchasing hotel rooms at the Hotel Ivy for his victims;
- b. Lazzaro remitting payment to the Hotel Ivy for various services and use of Hotel Ivy staff;
- c. Upon information and belief, the remittance of payment from a homeowner's association and/or similar association, as Lazzaro's agent, to Defendants and the Hotel Ivy in exchange for services performed for Lazzaro; and/or
- d. Upon information and belief, Lazzaro provided cash and/or other items of value to Hotel Ivy staff as tips.

210. Upon information and belief, Lazzaro purchased his condominium in the Hotel Ivy in approximately 2018.

211. Upon information and belief, Lazzaro's remittance of payment to Defendants, by and through the Hotel Ivy, and the receipt of services from said agreement created a continuous business and/or commercial relationship between Lazzaro and Defendants by and through the Hotel Ivy from approximately 2018 until Lazzaro's condominium was forfeited to the Government in approximately 2023.

212. As set forth in this Complaint, Defendants, by and through the Hotel Ivy, played an integral and enabling role in Lazzaro's sex trafficking in that they allowed Lazzaro access to his victims and were in a position to prevent Lazzaro from accessing his victims had Defendants, by and through the Hotel Ivy staff, acted as a reasonably prudent person and intervened.

213. Defendants, by and through the Hotel Ivy, thereby had a direct association with Plaintiff and the other victims of Lazzaro in addition to the continuous business relationship that

Defendants had with Lazzaro.

**IV. Defendants knowingly benefitted from their participation in the venture with Lazzaro.**

214. Defendants knowingly benefitted from their participation in the venture with Lazzaro pursuant to 18 U.S.C. §§ 1591(a)(2) and/or 1595(a).

215. Upon information and belief, Defendants knew that they were benefitting from their venture with Lazzaro for numerous reasons including, but not limited to:

- a. Defendants received payment from Lazzaro in exchange for renting hotel rooms to Lazzaro and/or Lazzaro's minor victims;
- b. Defendants received payment from Lazzaro and/or a homeowner's association and/or a similar entity in exchange for services provided to Lazzaro;
- c. Defendants instructed Hotel Ivy staff to carry out specific duties for Lazzaro as part of their employment including, but not limited to, screening and delivering young females to Lazzaro's condominium.

216. Plaintiff suffered, and continues to suffer, damages as a result of Defendants' violations of 18 U.S.C. § 1591(a) and/or 18 U.S.C. § 1595(a).

217. As a direct result of Defendants' violations of 18 U.S.C. § 1591(a) and/or 18 U.S.C. § 1595(a), Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, embarrassment, loss of self-esteem, humiliation, psychological injuries, sexual confusion, depression, was prevented and will continue to be prevented from performing her normal daily activities and obtaining the full enjoyment of life, and has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and/or counseling.

218. Plaintiff is entitled to recover her damages and reasonable attorney fees from Defendants pursuant to 18 U.S.C. § 1595(a).

**COUNT II:**  
**LIABILITY PURSUANT TO 18 U.S.C. § 2255**  
**(Against ALL Defendants)**

219. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

220. 18 U.S.C. § 2255(a) provides that any minor victim of a violation of 18 U.S.C. §1591, and who suffers personal injury therefrom, may sue for damages including actual damages, liquidated damages, and the cost of the action.

221. As set forth throughout this Complaint, Plaintiff was a minor at the time she was a victim of Lazzaro's sex-trafficking for which Lazzaro was criminally convicted pursuant to 18 U.S.C. § 1591.

222. As set forth throughout this Complaint, Defendants are liable to Plaintiff for Lazzaro's sex-trafficking as a beneficiary pursuant to 18 U.S.C. §§ 1591(a)(2) and/or 1595(a).

223. Plaintiff, therefore, has a right pursuant to 18 U.S.C. § 2255(a) to bring an action for damages against Defendants.

224. Plaintiff, therefore, has a right to collect damages pursuant to 18 U.S.C. § 2255(a) from Defendants including actual damages, liquidated damages, and costs for this action including reasonable attorney's fees and litigation costs reasonably incurred.

**COUNT III:**  
**PREMISES LIABILITY**  
**(Minnesota State Law)**  
**(Against ALL Defendants)**

225. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:



226. Upon information and belief, during all times material, Defendants owned, controlled, managed, oversaw, and/or supervised the Hotel Ivy property including, but not limited to, the Hotel Ivy building, which includes the Hotel Ivy and the private residence condominiums.

227. Upon information and belief, Defendants' ownership, control, management, and/or supervision of the Hotel Ivy property and building imposed upon Defendants a duty to use reasonable care for the safety of all persons on the premises.

228. Upon information and belief, Defendants' duty of care as the owner, manager, and/or possessor of the land created a non-delegable duty upon Defendants which required Defendants to inspect and maintain their property free of unreasonable risks of harm and to discover dangerous conditions.

229. Upon information and belief, Defendants' duty of care and duty to inspect required Defendants to remedy and/or warn entrants of dangerous conditions upon Defendants' property.

230. Upon information and belief, Plaintiff was a guest on Defendants' property, through her multiple entrances upon the Hotel Ivy, in approximately the spring and/or or summer of 2020.

231. Upon information and belief, and as set forth in this Complaint, Defendants knew, should have known, discovered, and/or should have discovered that Lazzaro posed a dangerous condition upon the Hotel Ivy property due to Lazzaro's propensity to sex traffic females using the Hotel Ivy property.

232. Upon information and belief, and as set forth in this Complaint, a reasonably prudent person would have known, discovered, and/or conducted a reasonable investigation that would have discovered that Lazzaro posed a dangerous condition upon the Hotel Ivy property due to Lazzaro's propensity to sex traffic females using the Hotel Ivy property.

233. Upon information and belief, Defendants failed to act as a reasonably person would

to rectify the dangerous condition by failing to take numerous actions including, but not limited to:

- a. Alerting law enforcement;
- b. Refusing to bring minors to Lazzaro's condominium;
- c. Refusing to allow minors access to Lazzaro's condominium through a private elevator;
- d. Refusing to allow Lazzaro access to minors on the Hotel Ivy property;
- e. Confronting Lazzaro about Lazzaro's sex trafficking and/or the concerns of Defendants, the Hotel Ivy, and/or Hotel Ivy staff;
- f. Refusing to allow Lazzaro to use the Hotel Ivy's staff and services as a piece of Lazzaro's sex trafficking scheme; and/or
- g. Warning staff, residents, guests, and/or Plaintiff of Lazzaro's propensities and the Hotel Ivy's suspicions thereof.

234. Upon information and belief, Defendants failed to warn Plaintiff, a guest upon their property, of the dangerous condition that Lazzaro posed to Plaintiff as a minor female.

235. Upon information and belief, Defendants, by and through the Hotel Ivy and Hotel Ivy staff, should have anticipated the harm that could occur to Plaintiff and other minor females by Lazzaro because of the conduct and knowledge of Defendants and Hotel Ivy staff as set forth throughout this Complaint.

236. Upon information and belief, Defendants, by and through the Hotel Ivy and Hotel Ivy staff, should have anticipated that minor females, often intoxicated in a luxurious downtown Minneapolis hotel, could not have appreciated the risk, danger, and/or threat that Lazzaro posed to them.

237. Upon information and belief, Defendants, by and through the Hotel Ivy and the Hotel Ivy staff, should have anticipated that minors, including Plaintiff, who arrived at the Hotel Ivy could not properly appreciate the risk of being sex trafficked.

238. Upon information and belief, Defendants, by and through the Hotel Ivy, as investors in commercial and hotel real estate knew, should have known, and/or should have had superior knowledge of the risk of sex trafficking on their property, including the potential for sex trafficking to occur.

239. Upon information and belief, Defendants, by and through the Hotel Ivy, had to have known and/or should have known that they had superior understanding of the risk of sex trafficking at their hotel than minors such as Plaintiff.

240. Upon information and belief, it was reasonably foreseeable to Defendants, by and through the Hotel Ivy and the Hotel Ivy staff, that Plaintiff and other minor females would be sex trafficked by Lazzaro because of the acts described in this Complaint.

241. Upon information and belief, Plaintiff, in her first visit to the Hotel Ivy, could not have reasonably foreseen that Lazzaro would intoxicate, and sex traffic her.

242. Plaintiff has suffered, and continues to suffer, damages from Defendants' conduct as described above.

243. As a direct result of Defendants' conduct as described above, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, embarrassment, loss of self-esteem, humiliation, psychological injuries, sexual confusion, depression, was prevented and will continue to be prevented from performing her normal daily activities and obtaining the full enjoyment of life, and has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and/or counseling.

**COUNT IV:**  
**NEGLIGENCE**  
**(Minnesota State Law)**  
**(Against ALL Defendants)**

244. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

245. Upon information and belief, at all times material, Defendants owned, controlled, managed, oversaw, and/or supervised the Hotel Ivy property including, but not limited to, the Hotel Ivy building.

246. Upon information and belief, entrance to the Hotel Ivy required interaction with Hotel Ivy staff, staff escort through the Hotel Ivy to a private elevator, and meant that Plaintiff was a guest of the Hotel Ivy.

247. Upon information and belief, as the owner, operator, and/or manager of Hotel Ivy, a commercial property, Defendants and Defendants' agents owed a duty of care to Plaintiff, then a minor.

248. Upon information and belief, Plaintiff's status as minor, during all times material, and the Hotel Ivy staff's escorting of Plaintiff through the Hotel Ivy, created a special relationship between the Defendants, by and through the Hotel Ivy, and Plaintiff.

249. Upon information and belief, Defendants' status, by and through the Hotel Ivy, of innkeeper, and Plaintiff's status as guest, created a special relationship between Defendants and Plaintiff.

250. Upon information and belief, the special relationship between Defendants and Plaintiff created a duty of care, requiring Defendants, by and through the Hotel Ivy and the Hotel Ivy staff, to protect Plaintiff from known and/or reasonably foreseeable dangers such as Lazzaro.

251. Upon information and belief, the duty imposed upon Defendants to protect Plaintiff

was non-delegable due to, among other factors, Defendants' status as owner of the Hotel Ivy and/or surrounding premises.

252. Upon information and belief, Defendants, by and through the Hotel Ivy and the Hotel Ivy staff, breached the duty owed to Plaintiff for numerous reasons, including, but not limited to:

- a. Failing to warn Plaintiff of the known and/or foreseeable risk that Lazzaro was to Plaintiff, then a minor female;
- b. Failing to warn Plaintiff of the known and/or foreseeable risk that Lazzaro had previously created by his trafficking of other minor females;
- c. Failing to inspect Lazzaro's activities despite suspicions, red flags, and/or other indications of sex trafficking and/or suspicious activity such as numerous young, intoxicated females appearing frequently late at night and only staying for a short period of time;
- d. Failing to report to law enforcement the suspicions of Lazzaro's activities, particularly the suspicions arisen by numerous young, intoxicated females frequently coming and going from Lazzaro's condominium at night;
- e. Failing to inform Plaintiff that another female had told Defendants, by and through the Hotel Ivy and Hotel Ivy staff, that Lazzaro had sex trafficked the victim in Lazzaro's condominium after the Hotel Ivy staff had allowed the minor to access Lazzaro's condominium;
- f. Failing to report to law enforcement that a female had told Defendants, by and through the Hotel Ivy and Hotel Ivy staff, that Lazzaro had sex trafficked the victim in Lazzaro's condominium after the Hotel Ivy staff

- had allowed the minor to access Lazzaro's condominium;
- g. Failing to assist a female and/or a female's father in stopping Lazzaro from sex trafficking a young female while receiving contemporaneous reports of Lazzaro's sex trafficking;
  - h. Failing to take any remedial action in response to contemporaneous reports that a young female was being sex trafficked by Lazzaro;
  - i. Failing to ask Plaintiff her purpose for being at the Hotel Ivy to ascertain Plaintiff's safety and/or the potential harm that Plaintiff may encounter;
  - j. Failing to ask other minor females their purpose for being at the Hotel Ivy to ascertain the safety of all minors by discovering and/or reasonably investigating Lazzaro's conduct;
  - k. Failing to confront Lazzaro and request further information from him as to his conduct with intoxicated minors;
  - l. Failing to stop Plaintiff from accessing Lazzaro's residence by refusing to provide Plaintiff access to Lazzaro's condominium;
  - m. Failing to provide the proper policies and procedures for reporting to Defendants, Hotel Ivy staff and management, and/or law enforcement suspected and/or known sex trafficking, sexual assault, or other harm caused to Hotel Ivy patrons;
  - n. Failing to warn other Hotel Ivy patrons, including other residents, to report suspicions of sex trafficking, sexual assault, and/or harm to others upon the premises despite knowledge and/or suspicions about Lazzaro's conduct and/or knowledge of the pervasiveness of sex trafficking in the hotel

- industry generally;
- o. Failing to ask Plaintiff if Plaintiff needed medical assistance when Plaintiff either arrived at the Hotel Ivy intoxicated and/or left the premises intoxicated;
- p. Failing to inquire as to how or why Plaintiff, who was a minor female, became intoxicated and remained intoxicated on the Hotel Ivy premises;
- q. Failing to intervene, install a program, policies, and/or procedures to assist intoxicated patrons on the Hotel Ivy premises;
- r. Failing to report to law enforcement when Lazzaro informed Hotel Ivy staff that Plaintiff, then a minor, had been consuming alcohol and was intoxicated; and/or
- s. Failing to place proper signs, or provide other warnings, of the known pervasiveness of sex trafficking in the hotel industry generally and the suspicions and/or knowledge of ongoing sex trafficking at the Hotel Ivy specifically.

253. Upon information and belief, Defendants' breach actually caused Plaintiff's harm for numerous reasons, including, but not limited to:

- a. Defendants', by and through the Hotel Ivy and the Hotel Ivy staffs', intervention would have caused Plaintiff to be unable to access Lazzaro;
- b. Defendants', by and through the Hotel Ivy and the Hotel Ivy staffs', intervention would have caused Lazzaro to be unable to access Plaintiff;
- c. Defendants', by and through the Hotel Ivy and the Hotel Ivy staffs', intervention would have warned Plaintiff of known or suspected risks that

Defendants and/or the Hotel Ivy and/or Hotel Ivy staff had about Lazzaro and his propensity to harm minor females such as Plaintiff;

- d. Defendants', by and through the Hotel Ivy and the Hotel Ivy staffs', contacting of law enforcement would have prevented further injury to Plaintiff and/or other minor females sex trafficked by Lazzaro;
- e. But for Defendants', by and through the Hotel Ivy and Hotel Ivy's staffs', failures to protect Plaintiff, Plaintiff would not have been sex trafficked by Lazzaro;
- f. But for Defendants', by and through the Hotel Ivy and the Hotel Ivy's staffs', failures, Lazzaro would not have been able to continue to sex traffic Plaintiff in a secluded area such as Lazzaro's condominium at the Hotel Ivy; and/or
- g. But for Defendants', by and through the Hotel Ivy and the Hotel Ivy staffs', failure to control Lazzaro, a known and/or suspected source of danger on Defendants' property, Plaintiff would not have been sex trafficked by Lazzaro.

254. Upon information and belief, Defendants' breach of the duty owed to Plaintiff was the proximate cause of Plaintiff's injuries because it was reasonably foreseeable to Defendants, the owners, operators, and/or managers of a hotel, that minor females are at a high risk of being sex trafficked at hotels.

255. Upon information and belief, Defendants' breach of the duty owed to Plaintiff was also the proximate cause of Plaintiff's injuries, because it was reasonably foreseeable that Plaintiff and other minor females with the same or similar physical appearance to Plaintiff were being



continuously brought through the Hotel Ivy to Lazzaro for short periods of time, late at night, intoxicated, and with no other adults present. These facts, along with the other activities of Plaintiff, Lazzaro, other minor victims, and/or Hotel Ivy staff as set forth throughout, but not limited to, this Complaint made Lazzaro's sex trafficking and sexual assault of Plaintiff reasonably foreseeable to Defendants, the Hotel Ivy, and the Hotel Ivy's staff.

256. Plaintiff suffered, and continues to suffer, damages resulting from the negligence of Defendants described above.

257. As a direct result of Defendants' negligence as described above, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, embarrassment, loss of self-esteem, humiliation, psychological injuries, sexual confusion, depression, was prevented and will continue to be prevented from performing her normal daily activities and obtaining the full enjoyment of life, and has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and/or counseling.

**COUNT V:**  
**VICARIOUS LIABILITY**  
**(Against ALL Defendants)**

258. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this count and further alleges:

259. Upon information and belief, Defendants consensually and purposefully acted, participated, and/or engaged in a series of principal-agent relationships to facilitate the operation of the Hotel Ivy such that Defendants are vicariously liable for the acts of the other and/or the acts of Defendants' employees.

260. Upon information and belief, Defendants exercised control over the other such that each principal controlled the conduct of each agent in the course and scope of the principal-agent

relationship for the purposes of operating the Hotel Ivy.

261. Upon information and belief, Defendant HEARTLAND wholly owned, controlled, managed, supervised, and/or otherwise directed Defendant IVY EQUITY PARTNERS LLC for the sole purposes of owning, controlling, managing, supervising, and/or otherwise directing the operations of the Hotel Ivy and its employees such that Defendant IVY EQUITY PARTNERS LLC operated as an agent of Defendant HEARTLAND.

262. Upon information and belief, as the principal of Defendant IVY EQUITY PARTNERS LLC, Defendant HEARTLAND is vicariously liable for the torts committed by Defendant IVY EQUITY PARTNERS LLC that were within the course and scope of Defendant IVY EQUITY PARTNERS LCC's duties which included the acts and/or omissions set forth throughout this Complaint and which Plaintiff's claims arise out of.

263. Upon information and belief, Defendant HEARTLAND expressly formed a principal-agent relationship with Defendant IVY EQUITY PARTNERS LLC, and/or Defendant HEARTLAND cloaked Defendant IVY EQUITY PARTNERS LLC with the authority to act on Defendant HEARTLAND's behalf regarding all matters affecting the Hotel Ivy.

264. Upon information and belief, Defendant HEARTLAND and/or Defendant IVY EQUITY PARTNERS LLC in turn formed a principal-agent relationship with Defendant WISCHERMANN PARTNERS, INC. for purposes of allowing Defendant WISCHERMANN PARTNERS, INC. to manage the Hotel Ivy under direction, contract, agreement, and/or stipulation of Defendant HEARTLAND and/or Defendant IVY EQUITY PARTNERS LLC.

265. Upon information and belief, as the principal(s) of Defendant WISCHERMANN PARTNERS, INC., Defendant HEARTLAND and/or Defendant IVY EQUITY PARTNERS LLC are vicariously liable for the torts committed by Defendant WISCHERMANN PARTNERS, INC.

that were within the course and scope of Defendant WISCHERMANN PARTNERS, INC.'s duties which included the acts/or omissions set forth throughout this Complaint and which Plaintiff's claims arise out of.

266. Upon information and belief, Defendants collectively were the principals of numerous employees whose duties included the operation of the Hotel Ivy such that Defendants collectively, individually, jointly, and/or severally, are vicariously liable for the torts of their employees that were within the course and scope of their duties which included the acts/or omissions set forth throughout this Complaint and which Plaintiff's claims arise out of.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff demands judgment against Defendants and seeks relief as follows:

267. For past, present, and future general and special damages in an amount to be determined at trial;

268. For reasonable attorneys' fees pursuant to 18 U.S.C. § 1595(a) and/or 18 U.S.C. § 2255(a);

269. For any appropriate statutory damages;

270. For any cost of suit;

271. For any interest as allowed by law; and

272. For such other and further relief as the Court may deem proper.

**DEMAND FOR JURY TRIAL**

273. Plaintiff hereby demands a trial by jury of all issues so triable.

Dated: December 2, 2024.

JEFF ANDERSON & ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read "Jeffrey R. Anderson", written over a horizontal line.

By: Jeffrey R. Anderson, #2057

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