

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT
Case Type: Personal Injury

JINGYAO LIU,
Plaintiff,

vs.

LIU QIANGDONG, a/k/a RICHARD LIU,
and JD.COM, INC., a foreign for-profit
corporation.

Defendants.

Court File No.:
Judge Assigned:

**COMPLAINT
JURY TRIAL DEMANDED**

COMES NOW Plaintiff, JINGYAO LIU, by and through her undersigned attorneys, and files this action against Defendants, LIU QIANGDONG, a/k/a RICHARD LIU and JD.COM, INC., a foreign for-profit corporation, states and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. This action arises out of a sexual assault and battery that caused damages of more than Fifty Thousand Dollar (\$50,000.00), exclusive of costs and interest and therefore within the jurisdictional requirements of this Court.

2. Plaintiff, JINGYAO LIU ("Plaintiff") is a resident of the State of Minnesota and is currently enrolled as an undergraduate student at the University of Minnesota. At all relevant and material times, Plaintiff was an adult Chinese citizen residing in Minneapolis, Minnesota, and was enrolled as an undergraduate student at the University of Minnesota.

3. At all relevant and material times, Defendant, LIU QIANGDONG, a/k/a RICHARD LIU ("Defendant Liu"), was an adult Chinese citizen in the United States as a student

in the University of Minnesota's Doctor of Business Administration – China program. Defendant Liu has represented in filings to the Secretary of State of the State of California that he maintains a United States business address at 675 East Middlefield Road, Mountain View, California 94043.

4. At all relevant and material times, Defendant JD.COM, INC. ("Defendant JD.com"), was a foreign for-profit corporation incorporated in the Cayman Islands with its principal place of business in China. Defendant JD.com maintains a wholly owned subsidiary, JD.com American Technologies Corporation ("JD America"), which is incorporated in Delaware with its principal place of business in Mountain View, California. Defendant Liu is Chairman and CEO of both Defendant JD.com and JD America. Defendant JD.com is subject to service of process at the primary place of business of its wholly owned United States subsidiary JD America, which is located at 675 East Middlefield Road, Mountain View, California 94043. Alternatively, Defendant JD.com is subject to service of process through JD America's registered agent for service of process, Incorporating Services, LTD., which is located at 3500 S. Dupont Highway, Dover, Delaware 19901.

5. Defendant Liu is the founder, CEO, and Chairman of Defendant JD.com. Publicly available information shows that Defendant Liu is one of JD.com's largest shareholders and controls more than 80% of its voting rights. Defendant Liu, according to Forbes magazine, is listed as the #272 richest person in the world. Defendant JD.com is publicly traded in the United States via American Depository Shares on the NASDAQ. Given Defendant Liu's exclusive and total control of JD.com, at all times relevant and material to this action, the intentions, statements, and actions of Defendant Liu are therefore imputed to Defendant JD.com.

6. At all relevant and material times, Defendant Liu acted as an agent, servant, and employee of Defendant JD.com. Other foreign resident individuals, Han Yang, a/k/a Vivian Yang

("Vivian") and Zhang Yujia, a/k/a Alice Zhang ("Alice"), neither of whom are parties to this action, also acted at all relevant and material times as agents, servants, employees or borrowed servants of Defendant JD.com. Notably, Vivian has been publicly held out by both herself and Defendant JD.com as a Senior Manager of International Public Relations and International Communications including as recently as the 2018 World Economic Forum in Davos, Switzerland.

7. The sexual assault and battery from which this action arises took place in Hennepin County, Minnesota.

8. Jurisdiction and venue are proper in the District Court in Hennepin County, Minnesota pursuant to Minn. Stat. §§ 542.09, 543.19 (2018).

SPECIFIC ADDITIONAL FACTUAL ALLEGATIONS

9. Defendant Liu was at all relevant and material times enrolled in the Doctor of Business Administration – China program ("DBA – China program"), which is offered and supervised by the University of Minnesota. The DBA – China program is directed toward wealthy and successful executives who, like Defendant Liu, primarily live and work in China. While most of the program is performed in China, the student executives also travel to the United States so that they can participate in "residency" programs in Minneapolis, Minnesota.

10. The University of Minnesota operates the Carlson School of Management and maintains a professional doctoral program within that School. The DBA – China program is offered in partnership with the Tsinghua University School of Economics and Management in China. The University of Minnesota's webpage for the DBA – China program describes the program as follows:

As a professional doctoral program, the Doctor of Business Administration (DBA) degree is offered by the Carlson School of Management at the University of Minnesota in partnership with the Tsinghua University School of Economics and

Management (SEM) in China. Tailored for top-level executives working full-time in China and the surrounding region, the cohort-based DBA program prepares successful business leaders to strategically envision multinational corporations, critically review business challenges and technology transformation, and innovatively pursue corporate entrepreneurship in a complex global market.

The 56-credit curriculum includes 32-credit coursework co-taught by Carlson and Tsinghua faculty as well as 24-credit thesis which involves an applied perspective that yields case studies or comparative studies of corporate actions. The current DBA cohorts have an average work experience of 20 years and an average age of 50. The program takes place primarily in Beijing, China, with summer residency programs based in Minneapolis, USA.

11. Beginning on August 25, 2018, Defendant Liu attended the residency portion of the DBA – China program in Minneapolis. He was initially accompanied by his wife, Zhang Zetian, and other family members. They stayed in the Penthouse Suite of the Hotel Ivy, which is located in Minneapolis.

12. Beginning in August 2018 and at all other relevant and material times hereto, the Plaintiff was enrolled as a full-time undergraduate student at the University of Minnesota. Just before the start of classes for the Fall 2018 semester, the Plaintiff was invited to participate as a student “volunteer” for the DBA – China program. The invitation came from Tony Haitao Cui (“Cui”), the University of Minnesota’s Deputy Associate Dean for the Global DBA program. Cui personally extended the invitation through the Plaintiff’s father, who is a former graduate student of Cui’s and a resident of China.

13. Cui explained to the Plaintiff and her father that the DBA – China program catered to wealthy and influential executives from China. Cui neglected to tell them that nearly all the “volunteers” were young and female while nearly all or all of the student executives were male and middle aged.

14. Cui told the Plaintiff that she had been selected as a “volunteer” because she came

from a successful business family. He also informed the Plaintiff that by participating as a “volunteer,” she would have the opportunity to interact and network with top-level business executives who would be valuable contacts when it came time for her to apply to graduate school or pursue employment opportunities after graduation. The Plaintiff accepted the invitation, largely because she intended to seek admission to the Carlson School of Management graduate degree program after she finished her undergraduate work and because of Cui’s above referenced representations.

15. The Plaintiff was informed that the “volunteer work” would begin when the student executives participating in the DBA – China program arrived for their residency in Minnesota from China on Saturday, August 25, 2018. The “volunteer work” involving the executive “residency” program would be completed approximately one week later, on Sunday, September 2, 2018, when the executives left to travel back to China. Cui actively encouraged the Plaintiff to make use of every opportunity during that week to network with the DBA – China student executives.

16. On Wednesday, August 29, 2018, the Plaintiff was performing DBA – China volunteer services at the front desk at the Carlson School of Management when she was approached by Qiyong Yao, a/k/a Charlie Yao (“Yao”), an executive enrolled in the DBA – China program. Yao invited the Plaintiff to a dinner that was to take place the following evening, August 30, 2018. Yao told her that the dinner was to “honor” the DBA – China program “volunteers.” Yao did not tell the Plaintiff that Defendant Liu had specifically—and surreptitiously—asked Yao to invite the Plaintiff to the dinner. Knowing only what she had been told by Yao, the Plaintiff accepted the invitation.

17. The Plaintiff was familiar with Yao because he had participated in the jogging sessions that she had led as part of her “volunteer” duties. Yao had gained the Plaintiff’s trust

through conversations they had during those sessions. In fact, Yao had even invited the Plaintiff to work for his company in China after she graduated. Yao's interactions with the Plaintiff and the employment offer caused the Plaintiff to attend the August 30th dinner. The Plaintiff was unaware that Defendant Liu had arranged for the Plaintiff to be invited and present at the dinner in order to meet her with the premeditated intention of making sexual advances upon her.

18. Earlier in the week, Defendant Liu had used a similar ploy to get introduced to the Plaintiff. Specifically, he had arranged for Cui to invite the Plaintiff to play golf with a DBA – China program executive student named Li Wa "and some of his (unnamed) friends." Defendant Liu was one of those unnamed friends. The Plaintiff, unaware of Defendant Liu's intentions, declined that invitation.

19. Shortly after she accepted the dinner invitation from Yao, the Plaintiff became aware that none of the other DBA – China program "volunteers" had been invited to this dinner that was supposedly intended to "honor" them. The Plaintiff felt uncomfortable when she learned she had been specially singled out for an invitation. At the same time, she did not want to risk insulting Yao (a successful Chinese business leader) by canceling her acceptance. The Plaintiff therefore arranged to have her friend—and the lone male "volunteer" for the DBA – China program—Pengyuan Tao ("Tao"), accompany her to and from the dinner. Tao, like all the other volunteers, had no prior knowledge of any dinner to "honor" the "volunteers."

20. On the day of the dinner, Yao's assistant contacted the Plaintiff with the details of the August 30th dinner, which was to take place at the Origami Restaurant in Minneapolis. The Plaintiff did not know that Defendant Liu had invited numerous DBA – China program executives to attend the dinner at the Origami or that it was really a "business networking dinner" organized and hosted by Defendant Liu on behalf of Defendant JD.com and paid for by corporate credit card

through its agent, employee or servant Vivian in furtherance of Defendant JD.com's business interests.

21. On the afternoon of August 30, 2018, and shortly before the Origami dinner, Defendant Liu accompanied his wife, Zhang Zetian, and other family members by chauffeured limousine to the Minneapolis/St. Paul International Airport Signature Flight Services to drop them off for their private flight out of Minneapolis. Defendant Liu remained in Minneapolis and proceeded to the Origami "business networking dinner."

22. Later that evening, numerous DBA – China student executives went to the Origami for the "business networking dinner" organized and hosted by Defendant Liu on behalf of and paid for by Defendant JD.com. The "business networking dinner" began around 6:00 p.m. Before she arrived at the Origami, the Plaintiff still did not know that Defendant Liu would be in attendance, much less that the dinner was being hosted and organized by Defendant Liu and Defendant JD.com to further and advance the business interests of Defendant JD.com.

23. Once the Plaintiff was inside the Origami, Yao specifically directed her to be seated directly and to the left of Defendant Liu at the dinner table. This was done pursuant to Defendant Liu's prior instruction to Yao. The Plaintiff, age 21 at the time, was the only woman at the table among 15 or more middle-aged male executives. Tao was instructed to sit at a separate table with only with Vivian, Alice, and Yao's assistant.

24. In addition to the liquor purchased from Origami, Defendant Liu arranged to have a large amount of alcohol purchased from outside the Origami delivered to the restaurant for consumption by those attending the "business networking dinner." The alcohol purchased from outside the Origami—which ultimately consisted of 32 bottles of wine costing over \$3,600—was purchased by Vivian, who at all relevant and material times was an employee, agent, or borrowed

servant of Defendant JD.com. At Defendant Liu's direction, Vivian purchased the wine during two separate trips with a credit card issued by Defendant JD.com with Defendant JD.com funds. The wine was purchased at Lake Wine & Spirits, located at 404 W. Lake Street, Minneapolis, Minnesota and paid for using a Defendant JD.com company issued credit card (Visa ending in 8268).

25. Over the course of the "business networking dinner," the Plaintiff was repeatedly coerced by Defendant Liu to consume alcohol. Much of this coercion was culturally based. The Plaintiff was instructed by Defendant Liu that if she refused the requests of Defendant Liu or the other powerful executives for her to drink during toasts, she would "dishonor" Defendant Liu in front of the other business executives. In fact, on several occasions, the Plaintiff attempted not to drink or participate. These actions were met by Defendant Liu telling the Plaintiff that she should not cause him to "lose face." Defendant Liu also coerced the Plaintiff more than once to propose her own toasts to honor his business guests.

26. The Plaintiff, as was intended by Defendant Liu, became impaired as a result of the coercive actions of Defendant Liu and his business friends and colleagues. Concerned about her impaired and vulnerable condition, the Plaintiff privately asked Alice to assist her in obtaining a ride home through a ride service. The Plaintiff made the request at approximately 9:00 p.m., explaining to Alice that she felt intoxicated. Her friend Tao, with whom she had traveled to the dinner, had without her knowledge, been summoned away from the Origami earlier that evening by another DBA – China student executive.

27. The "business networking dinner" concluded around 9:11 p.m. Vivian paid the dinner tab on behalf of Defendant JD.com using the same corporate credit card she had previously used to purchase the wine from Lake Wine & Spirits.

28. When the Plaintiff left the Origami, she thought she would be taken home by a ride service. Instead she was directed into a private limousine that Defendant JD.com, or a company controlled by Defendant JD.com, had hired—at the cost of \$18,000 for the week—for the exclusive use by Defendant Liu, its Chairman and CEO, and Defendant JD.com's employees and agents.

29. The Plaintiff entered the limousine a short distance from the Origami. Defendant Liu, Alice, and Vivian followed her into the vehicle. Vivian directed the chauffeur, who had previously that day taken Defendant Liu's wife and family to the airport, to drive to a mansion located at 2115 Pillsbury Avenue South, in Minneapolis. The mansion had been rented by another DBA – China executive reportedly for, among other things, business networking. The Plaintiff, who by now was frightened and unsure where she was being taken, was not free to leave the limousine during this trip. During the trip to the Pillsbury mansion, Defendant Liu began to grope and physically force himself upon the Plaintiff. The Plaintiff, in Mandarin, repeatedly pleaded for Defendant Liu to stop groping her. He refused. He continued to place his hands on and beneath the Plaintiff's clothing against her will and attempted to remove her clothing and undergarments.

30. When the limousine arrived at the mansion on Pillsbury Avenue, the Plaintiff realized she had not been taken back to her residence. Believing at the time she had been taken instead to Defendant Liu's hotel, the Plaintiff pleaded with Defendant Liu not to make her go inside because of concern for her safety. The Plaintiff and Defendant Liu then had a confrontational interaction in front of the limousine where the Plaintiff pleaded, in English, "I want to go home." Defendant Liu ultimately grabbed the Plaintiff by her arm and angrily overpowered her and pushed her back into the second row of the limousine. The foregoing interaction, assault and battery, were witnessed by the chauffeur.

31. With Alice in the front passenger seat and the Plaintiff and Defendant Liu seated in

the second row, the limousine left Pillsbury Avenue and headed toward the Plaintiff's apartment in downtown Minneapolis. During the trip to the apartment, Defendant Liu began to grope and physically force himself upon the Plaintiff. Once again, the Plaintiff in Mandarin repeatedly pleaded for Defendant Liu to stop groping her. He refused. He continued to place his hands on and beneath the Plaintiff's clothing against her will. While the assault and battery were taking place, Alice, without the chauffeur's permission, intentionally grabbed the rearview mirror and turned it all the way up in order to prevent the chauffeur from seeing what was happening to the Plaintiff behind him.

32. Minnesota makes it a criminal offence for a person to engage in nonconsensual sexual contact. Minn. Stat. § 609.3451, subd. 1(1) (2018). "Sexual contact" is defined as including "attempted removal of clothing covering the complainant's intimate parts or undergarments ... with sexual or aggressive intent." Minn. Stat. § 609.3451, subd. 1(2) (2018). Therefore, the behavior and conduct of Defendant Liu constituted a criminal offense in the State of Minnesota. These criminal behaviors were witnessed by the hired chauffeur.

33. When they reached the Plaintiff's apartment building, the Plaintiff, Defendant Liu, and Alice exited the vehicle. Believing she was simply being walked to her door and wanting to remain polite and respectful, and not exacerbating the situation, the Plaintiff entered the building with Defendant Liu and Alice. Defendant Liu instructed Alice, in Mandarin, not to follow.

34. The Plaintiff finally made it to her apartment. Instead of Defendant Liu calmly leaving the apartment and returning to his limousine as the Plaintiff expected Defendant Liu to do, Defendant Liu removed all his clothing and laid nude on her bed. The Plaintiff pleaded with Defendant Liu to put on his clothes and leave her apartment. Instead, Defendant Liu inexplicably told the Plaintiff "you can be a woman just like Wendi Deng."

35. Defendant Liu continued to pursue the Plaintiff in her apartment and became even more sexually aggressive. He forcibly removed several articles of her clothing. The Plaintiff protested, resisted, and at no time provided consent as Defendant Liu's behavior escalated.

36. Defendant Liu then forced the Plaintiff onto her bed and—without consent and despite her desperate pleas and protests—penetrated the Plaintiff's vagina with his penis. Defendant Liu was physically larger in size and significantly stronger than the Plaintiff and used his superior size and strength to subdue and rape her. When he finished sexually penetrating the Plaintiff, Defendant Liu ejaculated on her stomach and bedding. The Plaintiff never consented to any sexual acts with Defendant Liu and repeatedly told Defendant Liu "I don't want to do this. Please do not do this."

37. "Penetration" by "force or coercion" constitutes criminal sexual conduct and a criminal offense in Minnesota pursuant to Minn. Stat. § 609.343, subd. 1(i) (2018). "Coercion" is defined to include "the use by the actor of ... superior size or strength against the complainant that causes the complainant to submit to sexual penetration or contact against the complainant's will." Minn. Stat. § 609.341, subd. 14 (2018). Defendant Liu's actions, conduct and behavior upon the Plaintiff constitute a criminal offense in the State of Minnesota.

38. Following the rape, the Plaintiff, from her apartment, managed to secretly use the social media application "WeChat" on her smartphone to contact her fellow DBA – China program "volunteer" Tao to tell him that she had been sexually assaulted. The Plaintiff, out of fear for her safety and that of her family as specifically expressed in her early morning WeChat message, did not contact law enforcement. The Plaintiff did not want to risk her safety or that of her family in China by angering or antagonizing Defendant Liu, nor did she want to bring public attention to herself as a rape victim. Instead, she decided she would try to persuade Defendant Liu to leave

her apartment.

39. Tao received the Plaintiff's message about the attack, in the early morning hours of August 31, 2018. Tao, who was in the Hotel Ivy lobby area, was strongly encouraged by an American acquaintance / Hotel Ivy employee to call 911 and report the rape of his friend. Tao followed the acquaintance's advice and called 911 and provided the information required for a police response.

40. Officers with the Minneapolis Police Department and the University of Minnesota responding to a rape "in progress," arrived at the Plaintiff's apartment building at approximately 3:10 a.m. The Minneapolis Police Department officers wore body cameras. While the police officers waited to gain entrance to the secured building, Tao showed them the "WeChat" messages he had received from the Plaintiff and translated the messages into English for the officers. Tao also confirmed and advised the officers that the Plaintiff had sent him a message, in Mandarin, specifically telling Tao "[Defendant Liu] raped me." The foregoing all appears on body camera footage.

41. When another resident of the Plaintiff's secured building arrived at the scene, the officers were able to enter the building without alerting the Plaintiff or Defendant Liu. After locating the Plaintiff's apartment, the officers assumed tactical posting positions outside her door. Two officers were positioned on the left side of her door and one was on the right side. The officer on the right unholstered his taser and placed it at his side, while an officer on the left unholstered his firearm. One of the officers then knocked on the Plaintiff's door with a flashlight, and the Plaintiff, fully clothed, opened the door a moment later. The foregoing all appears on body camera footage.

42. The officers immediately identified themselves and thereafter entered the

apartment. The lead officer performed a security sweep of the apartment with his firearm drawn. In the Plaintiff's bedroom, the officer found Defendant Liu laying on the bed. He was nude from the waist down, wearing only a t-shirt. The officers promptly apprehended and handcuffed Defendant Liu and assisted Defendant Liu in getting dressed. The foregoing all appears on body camera footage.

43. While the officers were removing Defendant Liu from the Plaintiff's apartment, Defendant Liu clearly tried to intimidate the Plaintiff from cooperating with law enforcement by "staring down" the Plaintiff and angrily stating to her "what the hell?" in Mandarin. Defendant Liu's actions further caused the Plaintiff to fear not only for her own safety but also for the safety of her family in China. The foregoing all appears on body camera footage.

44. As soon as Defendant Liu was removed from her apartment, one of the police officers questioned the Plaintiff about what had happened. The Plaintiff told the law enforcement officer she had been raped by Defendant Liu. The Plaintiff told the interviewing officer that Defendant Liu is an internationally famous and wealthy person and is listed in Forbes magazine. Defendant Liu, according to Forbes magazine, is listed as the #272 richest person in the world. The Plaintiff told the officer she was concerned both for her immediate safety and about what might happen to her in the future when she is legally required to return to China. The foregoing all appears on body camera footage.

45. Later that same day, August 31, 2018, the Plaintiff went to a local area hospital and had a rape examination performed. During the invasive rape examination, hospital employees were able to swab for DNA evidence. The hospital employees also took possession of the Plaintiff's bedsheet and underwear so that those items could be logged into police evidence. During the medical forensic examination, the Plaintiff specifically identified Defendant Liu as her

assailant to hospital employees.

46. Later that same evening—at the urging of friends and University staff members at the University of Minnesota—the Plaintiff again reported to the Minneapolis Police Department that Defendant Liu had raped her. On this occasion she provided specific details regarding the rape. Defendant Liu was arrested a short time later. Before the arrest, the officers who had interviewed the Plaintiff spoke to their supervisors and officers from the previous encounter about the situation and obtained express authorization to take Defendant Liu into custody. The day after the arrest, on September 1, 2018, the Plaintiff met with Minneapolis Police Department Sergeant Matthew Wente (“Sgt. Wente”) and specifically advised Sgt. Wente that she had been raped by Defendant Liu.

47. Defendant Liu is at a minimum conversationally fluent in English. Defendant Liu was interviewed and recorded by Sgt. Wente, in English. During Defendant Liu’s recorded interview by Sgt. Wente, Defendant Liu, with his criminal defense counsel present, admitted that he had engaged in physical contact of a sexual nature with the Plaintiff in the limousine. And, in that same recorded interview, Defendant Liu further admitted to Sgt. Wente that he had sexual intercourse with the Plaintiff in her apartment on the date in question, further stating that, following sexual penetration, he ejaculated onto the Plaintiff’s “belly.”

COUNT ONE
Civil Assault and Battery (in Limousine)
Against Liu Qiangdong, a/k/a Richard Liu

48. The Plaintiff incorporates paragraphs one (1) through thirty-two (32) and forty-seven (47) of this Complaint as if fully set forth under this count.

49. On August 30, 2018, Defendant Liu intentionally engaged in harmful and offensive touching and manipulation of the Plaintiff.

50. Defendant Liu knew or should have known the Plaintiff would find such conduct offensive and harmful. The offensive contact caused the Plaintiff physical and emotional injuries. It also caused her to withdraw from all classes during the Fall 2018 semester at the University of Minnesota and to seek professional counseling, care, and treatment.

51. As a direct and proximate result of these acts, the Plaintiff has sustained the following past and future damages:

- a. Bodily injury;
- b. Physical pain and suffering;
- c. Inability and loss of capacity to lead and enjoy a normal life;
- d. Mental anguish, humiliation and embarrassment;
- e. Loss of or diminution of earning or earning capacity;
- f. Emotional anguish and emotional pain and suffering;
- g. Medical and related expenses, past and future, incurred in seeking a cure for her loss.

WHEREFORE, the Plaintiff demands a trial by jury and judgment against Defendant Liu, for an amount that exceeds \$50,000.00, exclusive of costs, interest and any other relief to which the Plaintiff may be entitled.

COUNT TWO
False Imprisonment (in Limousine)
Against Liu Qiangdong, a/k/a Richard Liu

52. The Plaintiff incorporates paragraphs one (1) through thirty-two (32) and forty-seven (47) of this Complaint as if fully set forth under this count.

53. Defendant Liu through his words and actions intended to and did confine the Plaintiff within the limousine between Origami and the Pillsbury mansion described in the

paragraphs referenced above.

54. The Plaintiff, having been coerced into the limousine under false pretenses, was unable to leave either the limousine or Defendant Liu's presence.

55. The Plaintiff was aware of her confinement and the actions taken to preserve that confinement by Defendant Liu and others acting at his direction. As a result of the Plaintiffs' confinement in the limousine, Defendant Liu was able to engage in harmful and offensive touching and manipulation of the Plaintiff. The offensive contact caused the Plaintiff to withdraw from all classes during the Fall 2018 semester at the University of Minnesota and to seek ongoing professional counseling, care, and treatment.

56. As a direct and proximate result of these acts, the Plaintiff has sustained the following past and future damages:

- a. Bodily injury;
- b. Physical pain and suffering;
- c. Inability and loss of capacity to lead and enjoy a normal life;
- d. Mental anguish, humiliation and embarrassment;
- e. Loss of or diminution of earning or earning capacity;
- f. Emotional anguish and emotional pain and suffering;
- g. Medical and related expenses, past and future, incurred in seeking a cure for her loss.

WHEREFORE, the Plaintiff demands a trial by jury and judgment against Defendant, Liu, for an amount that exceeds \$50,000.00 plus costs, and for such other relief to which the Plaintiff may be justly entitled.

COUNT THREE
Sexual Assault/Battery (in Apartment)
Against Liu Qiangdong, a/k/a Richard Liu

57. The Plaintiff incorporates paragraphs one (1) through forty-seven (47) of this Complaint as if fully set forth under this count.

58. During the evening of August 30, 2018, Defendant Liu intentionally engaged in harmful, unwanted, and offensive touching, manipulation, and penile penetration of the Plaintiff's body and genitals.

59. Defendant Liu knew or should have known that the Plaintiff would find his conduct offensive and injurious, as she repeatedly and unequivocally expressed her lack of consent. Defendant Liu nevertheless continued with the sexual assault and battery, disregarding the Plaintiff's protests and pleas for him to stop. As a result of the sexual assault and battery, the Plaintiff withdrew from all classes during the Fall 2018 semester at the University of Minnesota to and seek ongoing professional counseling, care and treatment.

60. As a direct and proximate result of these acts, the Plaintiff has sustained the following past and future damages:

- a. Bodily injury;
- b. Physical pain and suffering;
- c. Inability and loss of capacity to lead and enjoy a normal life;
- d. Mental anguish, humiliation and embarrassment;
- e. Loss of or diminution of earning or earning capacity;
- f. Emotional anguish and emotional pain and suffering;
- i. Medical and related expenses, past and future, incurred in seeking a cure for her loss.

WHEREFORE, the Plaintiff demands a trial by jury and judgment against Defendant, Liu, for an amount that exceeds \$50,000.00 plus costs, and for such other relief to which the Plaintiff may be justly entitled.

COUNT FOUR
Vicarious liability for Civil Assault/Battery (in Limousine)
Against JD.com, Inc.

61. The Plaintiff incorporates paragraphs one (1) through thirty two (32), forty-seven (47), and forty-nine (49) through fifty (50) of this Complaint as if fully set forth under this count.

62. At all relevant and material times, Defendant Liu acted within the course and scope of his employment with the apparent and actual authority of his position as Chairman and CEO of Defendant JD.com.

63. At all relevant and material times, Vivian and Alice assisted Defendant Liu and acted as agents, servants, employees or borrowed servants of Defendant JD.com.

64. At all relevant and material times, Defendant JD.com authorized, empowered, and financially supported all of Defendant Liu's activities, including his participation in the DBA – China program and at the August 30, 2018 networking dinner, which was held on behalf of and paid for by Defendant JD.com.

65. Defendant JD.com allowed Defendant Liu to attend the DBA – China program and presumably paid his tuition. Defendant Liu's participation in the program financially benefited Defendant JD.com by furthering the managerial education of its CEO and Chairman and by enhancing the quality and quantity of his high-level business contacts.

66. Defendant JD.com gave Defendant Liu unfettered access to its corporate funds the entire time he was in Minnesota, including the night of the August 30, 2018, networking dinner. At that dinner, Defendant Liu paid for food, alcohol, and transportation—including the limousine

referenced above—with Defendant JD.com's funds.

67. Defendant Liu gained access to and control over the Plaintiff by organizing and hosting the August 30, 2018, networking dinner on behalf of Defendant JD.com.

68. Defendant Liu's tortious acts were related to his duties as an employee of JD.com and took place substantially within the work-related limits of the time and place of his employment. That is, the tortious acts were connected with and grew out of seemingly legitimate employment activities that Defendant Liu carried out for Defendant JD.com. In that regard, Defendant Liu's tortious acts arose from a business networking function that was authorized by Defendant JD.com and conducted on its behalf. It was Defendant Liu's status as Chairman and CEO of Defendant JD.com that enabled him to arrange for the Plaintiff to be present at the company's networking dinner and to coerce her to become intoxicated by insisting that she drink in honor of himself and the company's guests. Moreover, the assault and battery began while Defendant Liu and the Plaintiff were in the presence of other employees of Defendant JD.com. Those employees were not only present but helped facilitate Defendant Liu's assault and battery of the Plaintiff in the limousine.

69. Defendant Liu's tortious acts toward the Plaintiff were foreseeable by Defendant JD.com. Particularly, it was foreseeable that Defendant Liu in the context of this particular circumstance, an internationally famous and wealthy CEO, would have a disparity of power and authority over ordinary college students and a student volunteer/intern leading to the foreseeable potential of abuse of power in this situation. This is a well-known hazard and risk of harm and therefore it is foreseeable and a risk of employment of Defendant Liu at/with Defendant JD.com and that these acts were foreseeable related to and connected with acts otherwise within the scope of employment.

70. Defendant JD.com is therefore vicariously liable for Defendant Liu's assault and battery of the Plaintiff.

71. As a direct and proximate result of these acts, the Plaintiff has sustained the following past and future damages:

- a. Bodily injury;
- b. Physical pain and suffering;
- c. Inability and loss of capacity to lead and enjoy a normal life;
- d. Mental anguish, humiliation and embarrassment;
- e. Loss of or diminution of earning or earning capacity;
- f. Emotional anguish and emotional pain and suffering;
- i. Medical and related expenses, past and future, incurred in seeking a cure for her loss.

WHEREFORE, the Plaintiff demands a trial by jury and judgment against Defendant, JD.com, for an amount that exceeds \$50,000.00 plus costs, and for such other relief to which the Plaintiff may be entitled.

COUNT FIVE
Vicarious liability for False Imprisonment (in Limousine)
Against JD.com, Inc.

72. The Plaintiff incorporates paragraphs one (1) through thirty-two (32), forty-seven (47), and fifty-three (53) through fifty-five (55) of this Complaint as if fully set forth under this count.

73. At all relevant and material times, Defendant Liu acted within the course and scope of his employment with the apparent and actual authority of his position as Chairman and CEO of Defendant JD.com.

74. At all relevant and material times, Vivian and Alice assisted Defendant Liu and acted as agents, servants, employees or borrowed servants of Defendant JD.com.

75. At all relevant and material times, Defendant JD.com authorized, empowered, and financially supported all of Defendant Liu's activities, including his participation in the DBA – China program and at the August 30, 2018, networking dinner, which was held on behalf of and paid for by Defendant JD.com.

76. Defendant JD.com allowed Defendant Liu to attend the DBA – China program and presumably paid his tuition. Defendant Liu's participation in the program financially benefited Defendant JD.com by furthering the managerial education of its CEO and Chairman and by enhancing the quality and quantity of his high-level business contacts.

77. Defendant JD.com gave Defendant Liu unfettered access to its corporate funds the entire time he was in Minnesota, including the night of the August 30, 2018, networking dinner. At that dinner, Defendant Liu paid for food, alcohol, and transportation—including the limousine referenced above—with Defendant JD.com's funds.

78. Defendant Liu gained access to and control over the Plaintiff by organizing and hosting the August 30, 2018, networking dinner on behalf of Defendant JD.com.

79. Defendant Liu's tortious acts were related to his duties as an employee of JD.com and took place substantially within the work-related limits of the time and place of his employment. That is, the tortious acts were connected with and grew out of seemingly legitimate employment activities that Defendant Liu carried out for Defendant JD.com. In that regard, Defendant Liu's tortious acts arose from a business networking function that was authorized by Defendant JD.com and conducted on its behalf. It was Defendant Liu's status as Chairman and CEO of Defendant JD.com that enabled him to arrange for the Plaintiff to be present at the company's networking

dinner, coerce her to become intoxicated by insisting that she drink in honor of himself and the company's guests, and steer her into a limousine from which she could not reasonable escape. Through these acts, and with the assistance of Vivian and Alice, Defendant Liu was able to trap the Plaintiff in the limousine and prevent her from immediately returning home after the networking dinner, as she had expressly stated she wanted to do.

80. Defendant Liu's tortious acts toward the Plaintiff were foreseeable by Defendant JD.com. Particularly, it was foreseeable that Defendant Liu in the context of this particular circumstance, an internationally famous and wealthy CEO, would have a disparity of power and authority over ordinary college students and a student volunteer/intern leading to the foreseeable potential of abuse of power in this situation. This is a well-known hazard and risk of harm and therefore it is foreseeable and a risk of employment of Defendant Liu at/with Defendant JD.com and that these acts were foreseeable related to and connected with acts otherwise within the scope of employment.

81. Defendant JD.com is therefore vicariously liable for the wrongful conduct of Defendant Liu, Vivian, and Alice in falsely imprisoning the Plaintiff in the limousine supplied by JD.com where she was assaulted.

82. As a direct and proximate result of these acts, the Plaintiff has sustained the following past and future damages:

- a. Bodily injury;
- b. Physical pain and suffering;
- c. Inability and loss of capacity to lead and enjoy a normal life;
- d. Mental anguish, humiliation and embarrassment;
- e. Loss of or diminution of earning or earning capacity;

- f. Emotional anguish and emotional pain and suffering;
- i. Medical and related expenses, past and future, incurred in seeking a cure for her loss.

WHEREFORE, the Plaintiff demands a trial by jury and judgment against Defendant, JD.com, for an amount that exceeds \$50,000.00 plus costs, and for such other relief to which the Plaintiff may be entitled.

COUNT SIX
Vicarious Liability for Sexual Assault/Rape (in Apartment)
Against JD.com, Inc.

83. The Plaintiff incorporates paragraphs one (1) through forty-seven (47) and fifty-eight (58) through fifty-nine (59) of this Complaint as if fully set forth under this count.

84. At all relevant and material times, Defendant Liu acted within the course and scope of his employment with the apparent and actual authority of his position as Chairman and CEO of Defendant JD.com.

85. At all relevant and material times, Vivian and Alice assisted Defendant Liu and acted as agents, servants, employees or borrowed servants of Defendant JD.com.

86. At all relevant and material times, Defendant JD.com authorized, empowered, and financially supported all of Defendant Liu's activities, including his participation in the DBA – China program and at the August 30, 2018 networking dinner, which was held on behalf of and paid for by Defendant JD.com.

87. Defendant JD.com allowed Defendant Liu to attend the DBA – China program and presumably paid his tuition. Defendant Liu's participation in the program financially benefited Defendant JD.com by furthering the managerial education of its CEO and Chairman and by enhancing the quality and quantity of his high-level business contacts.

88. Defendant JD.com gave Defendant Liu unfettered access to its corporate funds the entire time he was in Minnesota, including the night of the August 30, 2018, networking dinner. At that dinner, Defendant Liu paid for food, alcohol, and transportation—including the limousine referenced above—with Defendant JD.com's funds.

89. Defendant Liu gained access to and control over the Plaintiff by organizing and hosting the August 30, 2018, networking dinner on behalf of Defendant JD.com.

90. Defendant Liu's tortious acts were related to his duties as an employee of JD.com and took place substantially within the work-related limits of the time and place of his employment. That is, the tortious acts were connected with and grew out of seemingly legitimate employment activities that Defendant Liu carried out for Defendant JD.com. In that regard, Defendant Liu's tortious acts arose from a business networking function that was authorized by Defendant JD.com and conducted on its behalf. It was Defendant Liu's status as Chairman and CEO of Defendant JD.com that enabled him to arrange for the Plaintiff to be present at the company's networking dinner and to coerce her to become intoxicated by insisting that she drink in honor of himself and the company's guests.

91. Defendant Liu was also able to exploit his status as Defendant JD.com's CEO and Chairman and as host of the networking function to exercise control and authority over the Plaintiff. Specifically, Defendant Liu used his position of power to lead the Plaintiff into the limousine supplied by Defendant JD.com, accompany the Plaintiff to her apartment building, escort the Plaintiff to her door, and enter the Plaintiff's apartment. The Plaintiff reluctantly allowed Defendant Liu to accompany her in this manner because she felt it was important to end her involvement in JD.com's networking function without animosity. The Plaintiff reasonably feared that any other course of conduct might antagonize the wealthy and influential Defendant

Liu and cause problems for herself and her family in China.

92. Defendant Liu's tortious acts toward the Plaintiff were foreseeable by Defendant JD.com. Particularly, it was foreseeable that Defendant Liu in the context of this particular circumstance, an internationally famous and wealthy CEO, would have a disparity of power and authority over ordinary college students and a student volunteer/intern leading to the foreseeable potential of abuse of power in this situation. This is a well-known hazard and risk of harm and therefore it is foreseeable and a risk of employment of Defendant Liu at/with Defendant JD.com and that these acts were foreseeable related to and connected with acts otherwise within the scope of employment.

93. Defendant JD.com is therefore vicariously liable for Defendant Liu's sexual assault and rape of the Plaintiff.

94. As a direct and proximate result of these acts, the Plaintiff has sustained the following past and future damages:

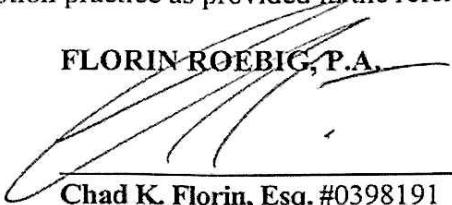
- a. Bodily injury;
- b. Physical pain and suffering;
- c. Inability and loss of capacity to lead and enjoy a normal life;
- d. Mental anguish, humiliation and embarrassment;
- e. Loss of or diminution of earning or earning capacity;
- f. Emotional anguish and emotional pain and suffering;
- i. Medical and related expenses, past and future, incurred in seeking a cure for her loss.

WHEREFORE, the Plaintiff demands a trial by jury and judgment against Defendant, JD.com, for an amount that exceeds \$50,000.00 plus costs, and for such other relief to which the

Plaintiff may be entitled.

JURY TRIAL DEMAND AND
RESERVATION OF RIGHTS TO AMEND FOR PUNITIVE DAMAGES

WHEREFORE, Plaintiff JINGYAO LIU, demands a trial by jury and judgment against Defendants, LIU QIANGDONG, a/k/a RICHARD LIU, and JD.COM, INC., a foreign corporation, for an amount that exceeds \$50,000.00 plus costs and for such other relief to which the Plaintiff may be justly entitled. Pursuant to Minn. Stat. §§ 549.191 and 549.20, Plaintiff reserves the right and intends to seek amendments to this Complaint to add claims for punitive damages against both Defendant's Liu and JD.com pursuant to motion practice as provided in the referenced statutes.


FLORIN ROEBIG, P.A.

Dated this 16 day of April, 2019.

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