



house. During the massage session, Watson assaulted and harassed Plaintiff by aggressively exposing his naked body to her, purposely touching her with his penis, and ultimately ejaculating onto her.

Watson's behavior with the Plaintiff is part of a disturbing, predatory, and incriminating pattern with a multitude of female victims. It has been widely reported in the press that Watson sought out at least sixty-six different massage therapists in a short time span, mostly by Instagram.<sup>2</sup> The truth is that number is likely more than a hundred. Watson did so while employed by the Houston Texans, using his status and resources provided to him as a Houston Texans player.

Despite having a full training staff available to him with the Texans, and despite having the services of a specified massage therapy entity—Genuine Touch—available to him, Deshaun Watson refused to have massages done at the Texans stadium and instead preferred to reach out to strangers on Instagram for massages—the Texans were well aware of Watson's preference. In fact, as early as June 2020, the owner of Genuine Touch—Joni Honn complained to the Texans that Watson was seeking out unqualified strangers for massages via Instagram. Her stated concern to the Texans was that Watson was putting himself in danger of contracting Covid, or getting himself sued.

It is now known that in many of Watson's multiple massage interactions, more than massage therapy occurred—indeed, with at least thirty different women, the “more” that occurred included unwanted sexual advances and outright sexual assault by Watson. Each of those thirty plus women, most of which are complete strangers to one another, experienced strikingly similar conduct from Watson. Most of the massage sessions sought by Watson on Instagram were one-time experiences where Watson never inquired about qualifications, references, competence,

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<sup>2</sup> Detective Baker, the lead detective with the Houston Police department, uncovered cash app receipts for massage therapy that revealed Watson used more than fifty different massage therapists in less than a seventeen-month period.

training or licensure from the women (women only) that he targeted.<sup>3</sup> Watson has conceded that he was not concerned with the licensure, qualifications, training, competence, references, or skill level of those strangers he found on Instagram. According to him, those typically important factors were not a “priority.” It is clear now that, unbeknownst to the therapists targeted, Watson’s plan and intent was to turn what the women believed to be a legitimate massage session into something sexual and he used his celebrity, stature, and resources available to him as a Texans player to do so. Many of the women Watson dealt with left the interaction feeling humiliated, devalued, and disgusted. Some quit massage therapy for good.

Deshaun Watson’s behavior, as a Houston Texans football player, can only be described as predatory. Deshaun Watson was the Houston Texans’ young, star quarterback. The Texans were building a team around Watson. Despite being actually aware of what can only be described as troubling behavior, the Houston Texans turned a blind eye. Worse, the Houston Texans organization enabled Watson’s egregious behavior. The Texans also protected and shielded Watson—for Watson’s own protection and the protection of the organization itself. The bottom line is this, Watson was a Houston Texans’ employee; individuals within the Texans organization knew or should have known of Watson’s conduct. The Texans knew or should have known that Watson was seeking out an eye-brow lifting number of random, different women massage therapists from Instagram. The Texans knew or should have known that, despite the vast massage and physical therapy resources available to Watson through the Texans organization, and despite the repeated admonitions to him from the Texans training staff to exclusively use the resources provided, Watson chose instead to find and engage his own “massage therapy” women from Instagram, away from the Texans’ facilities. The facts show that Watson repeatedly used Texans’

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<sup>3</sup> Watson claims he was not attracted to the random women he found on Instagram and could not be because he “has a girlfriend.”

resources for that “therapy.” These resources include rooms set up for him at the Houstonian Hotel, massage tables provided to him for private massage sessions, and a NDA provided to him from the head of Texans’ security—a former secret service agent.

Genuine Touch massage therapists provided massage therapy to Houston Texans players, at Houston Texans’ facilities. Sometimes this therapy was provided seven days a week. Genuine Touch personnel worked closely with the Houston Texans’ training staff. Individuals from Genuine Touch, the entity contracted to provide massage therapy for the Texans, were well aware of what they described as Watson’s “sketchiness” and attempts to push boundaries. The owner of Genuine Touch was aware of what she described as Watson’s “towel trick”; that is, Watson’s insistence on using a small towel rather than the industry required draping. She too was aware of Watson’s habit of seeking out an unusually high number of massages from random strangers on Instagram. She even reported that alarming fact to the Texans, who did nothing about it. And, to put it bluntly, multiple individuals from Genuine Touch were aware that, during at least one massage session, Watson had, as described, “humped the table” and “left a wet spot.” Genuine Touch was also aware that at least one of its therapists had, and another was having, sexual relations with Watson during massage sessions. Despite this behavior, and after yet another woman questioned Watson’s behavior and threatened to expose Watson on the internet, the Houston Texans organization—rather than investigate and address Watson’s disturbing behavior—instead provided Watson with a NDA to “protect himself” going forward from the random women he was finding on Instagram. Watson himself admits he used the NDA he obtained from the Texans exclusively for massages. The Texans also had the potentially explosive post about Watson’s behavior scrubbed from the internet.

The above comes as no surprise when one looks at the NFL's history. The NFL notoriously fosters a culture that tacitly condones sexual harassment, sexual assault, and the mistreatment of women. Despite its lip service and a strong ad campaign to the contrary, many of its players have been accused of committing heinous sexual crimes and other offenses against women. One need only examine the situation here—Watson, a high-profile player publicly accused of assaulting more than twenty women was aggressively pursued by multiple teams and ultimately received one of the most lucrative contracts in NFL history. Despite claims that it did extensive due diligence, not one question was asked by Watson's new employer of the victims about Watson's alleged behavior. No effort was made to obtain the police file, or speak to the investigating officers. And, of course, Watson's new employer structured Watson's employment contract in such a way that any suspension for his behavior would have minimal financial impact to Watson. Indeed, in its own investigation, the NFL spoke to only a third of the alleged victims.

Perpetrators of sexual misconduct must be held accountable. Institutions that protect or enable these perpetrators should also be held accountable—Plaintiff therefore brings this suit. Plaintiff seeks the minimal compensatory damages that implicate this Honorable Court's subject-matter jurisdiction, to prevent like conduct and to hold the Houston Texans organization accountable for its role and involvement in Watson's behavior. Some facts:

#### **The Texans Provided Watson A Membership at The Houstonian**

Roland Ramirez, Director of Player Care & Sports Medicine for the Houston Texans, admitted to the Houston Police Department that he and Jack Easterby, Executive Vice President of Football Operations, helped secure a membership at the Houstonian for Watson. Watson used that membership to obtain massages that lead to sexual assault. The fact that the room was provided by the Texans cloaked Watson's conduct with a veil of undeserved credibility.

**Roland Ramirez**

18 Q. Do you know how he obtained a membership there  
19 because my understanding is you have to be a certain age  
20 to get a membership there?

21 A. Yes.

22 Q. And I don't think he's that age.

23 A. Yeah. He obtained a membership. So it was  
24 through -- so through kind of Jack Easterby through me  
25 and -- and I'm not exactly sure like with -- in how it  
1 was all set up, but I was kind of like this, you know,  
2 third party that -- like my name was tagged to it, but  
3 I -- I've never been to the Houstonian, I've never, you  
4 know, done anything there, but it was to help him get  
5 set up with a membership there.

12 Q. Okay. And so -- and then you said your name  
13 was somehow tied to it.

14 A. Yeah, because I helped set up the -- the  
15 account for him.

Watson confirmed the Texans provided the Houstonian membership he used to book rooms for massages. Ironically, the Houstonian Hotel has been recognized as having one of the best spas in the State of Texas. Rather than use the Houstonian spa, Watson instead used a room at the Houstonian provided by the Texans to arrange meetings with women he found randomly on Instagram:

## **Deshaun Watson**

- 1 Q. Did you -- did you have a place at The  
2 Houstonian that y'all could have done that?  
3 A. I had a place there.  
4 Q. How did you get that?  
5 A. Through the Texans.  
6 Q. Through -- through Mr. Ramirez?  
7 A. No, through the Texans.  
8 Q. Through Mr. Easterby?  
9 A. Through whoever runs that stuff. I don't know  
10 exactly which person got that stuff down.  
11 Q. It wasn't under your name, though, was it?  
12 A. It was not.  
13 Q. Yeah. Somebody -- somebody arranged it for you  
14 from the Texans, right?  
15 A. For the room and the -- yeah, for sure.

There is no legitimate reason that Watson, given the physical therapy and massage resources he had available to him with the Texans and at the Houstonian, would need to reach out to scores of random women on Instagram for massage therapy—other than Watson having an intent, hope, and plan to turn those massage sessions into sex—unbeknownst to the women to whom he reached out. Texans' trainer Roland Ramirez had received several complaints from the general manager at the Houstonian regarding Watson and the number of women coming to Watson's room there.

### **The Texans Provided Watson with A Massage Table for Massages.**

Watson routinely borrowed a massage table from the Texans to use in some of his “massage” sessions. One would wonder, if Watson was obtaining massages from licensed massage therapists, why would there be the need to borrow a massage table from the Texans? The Texans organization knew Watson was using its massage tables. Roland Ramirez told HPD that he found it very strange that Watson would be asking to borrow a massage table:

**Roland Ramirez**

16       There -- there was one time where, you know, I -- the  
17       one thing that was strange for me was he asked for a  
18       massage table one time, and this was back in I think  
19       August sometime, and he -- he asked for a massage table.

20                 And I was, like, Well, you know, why do  
21       you need a massage, you know, table? And, you know,  
22       I -- I said -- I said, We're here for you, you know, if  
23       there's any work or whatever.

24                 And he said, No. I just need it for  
25       tomorrow.

1                 I said, Okay.

2                 So then he -- you know, we let him, you  
3       know, borrow that. I thought, okay. Somebody's coming  
4       over to work -- work on him, whatever. And I encouraged  
5       him. I was, like, Listen. Like we'll -- you know,  
6       we're always here for you. And, you know, whatever you  
7       need, let me know.

8                 And then he returned it. Like a couple of  
9       days later, one of our interns grabbed it and re -- you  
10      know, he got it from him and put it back in our room  
11      and -- and --



18           A. So that was the only strange thing, I would  
19           say. And, you know, it just -- you know, and I think --  
20           so one of our other assistants, Jeremy Baxter, that I  
21           think you're going to talk to also, there was another  
22           occasion or two where he noticed that Deshaun had, you  
23           know, come in with a table and I guess he had borrowed  
24           it from our interns or asked somebody, you know, and it  
25           could have been, you know, anybody else. I don't really  
1           know.

2           Q. Uh-huh.

3           A. But whether it's a stretch coach or somebody  
4           and, you know, got a table and he said on an occasion or  
5           two that's what -- you know, he saw him. He noticed him  
6           bringing it back in, but that's what was strange, but I  
7           don't -- we don't know --

Knowing that Watson was seeking massage therapy elsewhere, Texans' trainer Roland Ramirez also told HPD that he had encouraged Watson to use the people that the team knew and trusted rather than random people on social media.

**Roland Ramirez**

19 would say that it's unfortunate because we've always --  
20 we've always recommended that our players use the people  
21 that we know and trust --

22 Q. Uh-huh.

23 A. -- personally. We've always recommended that.  
24 We've always encouraged our players to use who we  
25 know --

1 Q. Uh-huh.

2 A. -- and, you know, that -- that would do work  
3 on our players.

**Texans Provide Watson with a NDA to Protect Himself**

The Texans furnished Watson with a non-disclosure agreement,<sup>4</sup> which, starting in the fall of 2020, Watson pressed women to sign at the massage sessions – Plaintiff Toi Garner in particular. The genesis of this NDA was ostensibly a post made on Instagram by Nia Smith wherein she threatened to expose Watson for his sexual misconduct during a massage. In that November 2020 post, text messages between Smith and Watson were included, along with a Cash App receipt showing what Watson paid for the massage. Smith included a message to the public, “I could really expose you,” adding an expletive. A copy of a portion of the post follows:

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<sup>4</sup> See copy attached as Exhibit A.



Watson has admitted that Brent Naccara, a former Secret Service agent and the Texans' director of security, provided the NDA to Watson after Naccara learned about Smith's Instagram posts. Naccara, at that point knew or, at the least, should have known of Watson's conduct; yet, rather than investigate, address, or counsel Watson, Naccara instead provided Watson with a mechanism to ostensibly protect Watson from the ramifications of his out-of-bounds sexual conduct going forward.

**Deshaun Watson**

13 Q. Okay. This NDA, you had already gotten  
14 from -- you had already gotten this NDA by this point  
15 obviously from Brent?

16 A. Yes.

17 Q. Brent Naccara?

18 A. Yes, sir.

19 Q. Head of security for the Texans?

20 A. Yes, sir.

21 Q. He's the guy that gave it to you?

22 A. He put it in my locker, yes, sir.

...

19 Q. Okay. And let's see. I'm handing you what's  
20 been marked as Exhibit 21. If you can, thumb through  
21 that. You just went into, briefly, about why you have an  
22 NDA. Can you tell the jury who gave it to you?

23 A. The security team and the Texans.

24 Q. And I believe his name is Brent, or what is his  
25 name?

1 A. Brent is his name.  
2 Q. What's his last name?  
3 A. Vaccaro -- Vaccar- -- I don't know how to say  
4 his last name, honestly.  
5 Q. Okay.  
6 A. Sorry.  
7 Q. That's okay. And if you can state again, what  
8 was the purpose of it?  
9 A. Previously, at the end of October/early  
10 November, someone released all my information, from my  
11 number to my Cash App to all the things that I want  
12 private. They put it out on social media, and I was  
13 getting bombarded with Cash App and text messages and all  
14 types of stuff, so I had to change that.  
15 Q. And who was that person?  
16 A. I don't know her name. She worked at a  
17 different firm.  
18 Q. A different firm?  
19 A. Yeah, she worked at a different office building  
20 than Ms. Lar'Kesia.  
21 Q. Was she a massage therapist, as well?  
22 A. She was.

Naccara admits he gave Watson the NDA.

Bryan Burney, Deshaun Watson's Marketing Manager, testified in his deposition that the Texans created the NDA that was given to Deshaun Watson to use. Deshaun specifically told Mr. Burney that the Texans created a NDA that Watson asked the massage therapists to sign. He testified that Watson told him the Texans gave him the NDA because they wanted him to be "more careful" and "it was something they thought [he] should have."

**Bryan Burney**

12 Q. Who created that NDA that she had already  
13 signed?

14 MR. MACVANE: Objection, form.

15 A. I was under the assumption it was somebody from  
16 the Texans. That's how I was informed.

17 Q. (BY MR. BUZBEE) Who told you it was somebody  
18 from the Texans?

19 A. Deshaun did.

20 Q. So, Deshaun Watson told you, "Hey, the Texans  
21 created an NDA that I asked her to sign and she did"; is  
22 that right?

23 MR. MACVANE: Objection, form.

24 MR. VALENTINO: Objection to form.

25 A. Correct.

1 Q. (BY MR. BUZBEE) All right. Let me make sure I  
2 get this. So, you're telling me that the Texans created  
3 an NDA that they gave to Deshaun Watson to use?

4 MR. MACVANE: Objection, form.

5 MR. VALENTINO: Objection to form.

6 A. Yes.

...

3 Q. (BY MR. BUZBEE) Do you know what it would be  
4 for? Do you know why the Texans would give Deshaun  
5 Watson a blank nondisclosure agreement form? Did  
6 you find --

12 A. Not in detail, no, just kind of asked, you know,  
13 what -- briefly, again, not really my lane, so to speak.  
14 So, I just kind of asked what was the point of it; and he  
15 said, "Oh, just to be more careful and it was something  
16 they thought I should have." And pretty -- the  
17 conversation pretty much ended there.

Watson has testified that he began using the Texans' NDA "to be more careful" in his massage sessions. Watson used the NDA for multiple massage sessions from random women he found on Instagram, telling the women that in order to get paid she needed to sign the Texans' NDA. Watson has admitted under oath that he used the Texans' NDA exclusively for massage appointments because he had lawyers and agents who handled all of his other affairs.

**In Addition to Providing Him a NDA, The Texans Removed A Post From The Internet Which Threatened To Expose Watson**

The Texans removed a social media post made by Nia Smith in November 2020; that post threatened to expose Watson for his misconduct during massage therapy sessions with Smith. Smith later described Watson's conduct in detail, which included his repeated attempts to get her to massage his anus, his repeated attempts to coerce sexual activity, and his repeated inappropriate touching of her body.

**Detective Kamesha Baker**

3       there but we've never gotten the footage. I later  
4       learned of a Youtube video that was done by Mia Smith  
5       who I'm hearing now is a new client of yours where she  
6       outlined some inappropriate things between her and  
7       Mr. Watson and posted it on Instagram in November of  
8       2020, well before Ms. Solis came to us. And it was  
9       removed from the internet. We did inquire who removed  
10      it. We learned who removed it.

11       Q. Who?

12       A. Brent Naccara got it removed from Instagram.  
13      He is the security for the Texans. I interviewed him  
14      and he told me that.

15       Q. Tell me why he did that.

16       A. I don't know. Well, he said that based on what  
17      she said because it had Mr. Watson's personal  
18      information out there in the world. And so he was able  
19      to get it scrubbed from the internet.

The Texans removed the potentially explosive internet post and provided Watson with a NDA—all the while knowing that Watson was using his Texans' provided membership at the Houstonian for massages, was using a Texans' massage table, and was seeing multiple random strangers for massages. There is absolutely no doubt that the Texans enabled Watson. The Texans certainly knew that Watson had sex in at least one massage session because Texans' personnel removed the post that revealed such. The Texans either knew, or should have known of the extent of Watson's conduct.



### **Long-Term Texans' Therapists Were Aware of Watson's Proclivities**

Although not under a formal contract, massage therapist Magen Weisheit over the years routinely provided massage therapy services to multiple Texans players. Indeed, she accompanied the team when the Texans traveled to London to play. Magen Weisheit repeatedly pled the protections of the Fifth Amendment when asked questions pertaining to what she knew about Watson's conduct during massages. Weisheit, however, did speak to the lead detective who investigated Watson. Weisheit told the detective that she and others were well aware of Watson's conduct during massage sessions. She admitted that Watson had been inappropriate with at least one therapist.

8                   Magen, though, told me that she never --  
9 she didn't really know that -- that that happened with  
10 Becky, but that she had another therapist named Sydney  
11 who had told her that there was some inappropriate  
12 behavior in the massage session.

13           Q. Like what?

14           A. Similar to what the other women are alleging.

15           Q. So they're like trying to turn massage?

16           A. Into a sexual encounter.

17           Q. Okay. And so Magen said that she knew this  
18 when she talked to you?

19                   MR. HARDIN: Objection to form.

20           A. She said that Sydney told her. I don't know  
21 the details of what Sydney told her but she said Sydney  
22 had told her that. And so of course naturally my next  
23 question to Magen, so you continued to refer women to  
24 him? And she said, well, I never had that experience so  
25 I -- yes, I did.

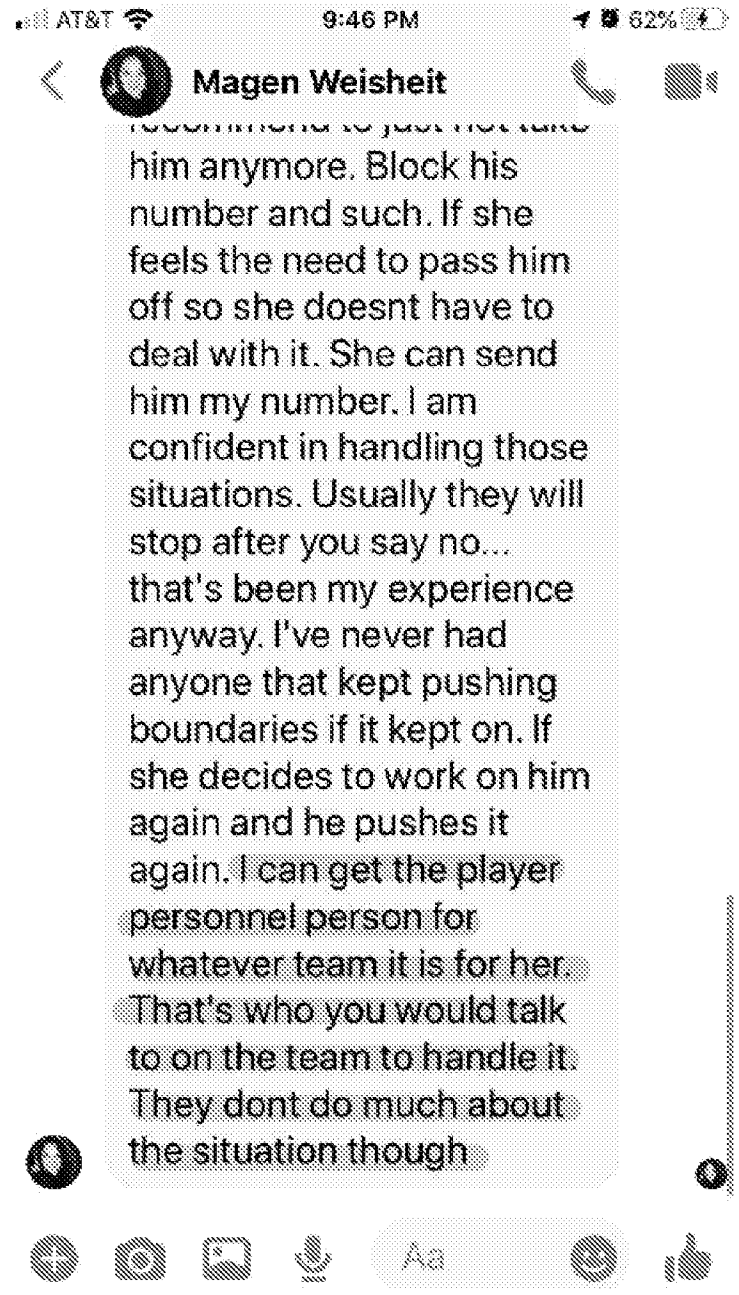
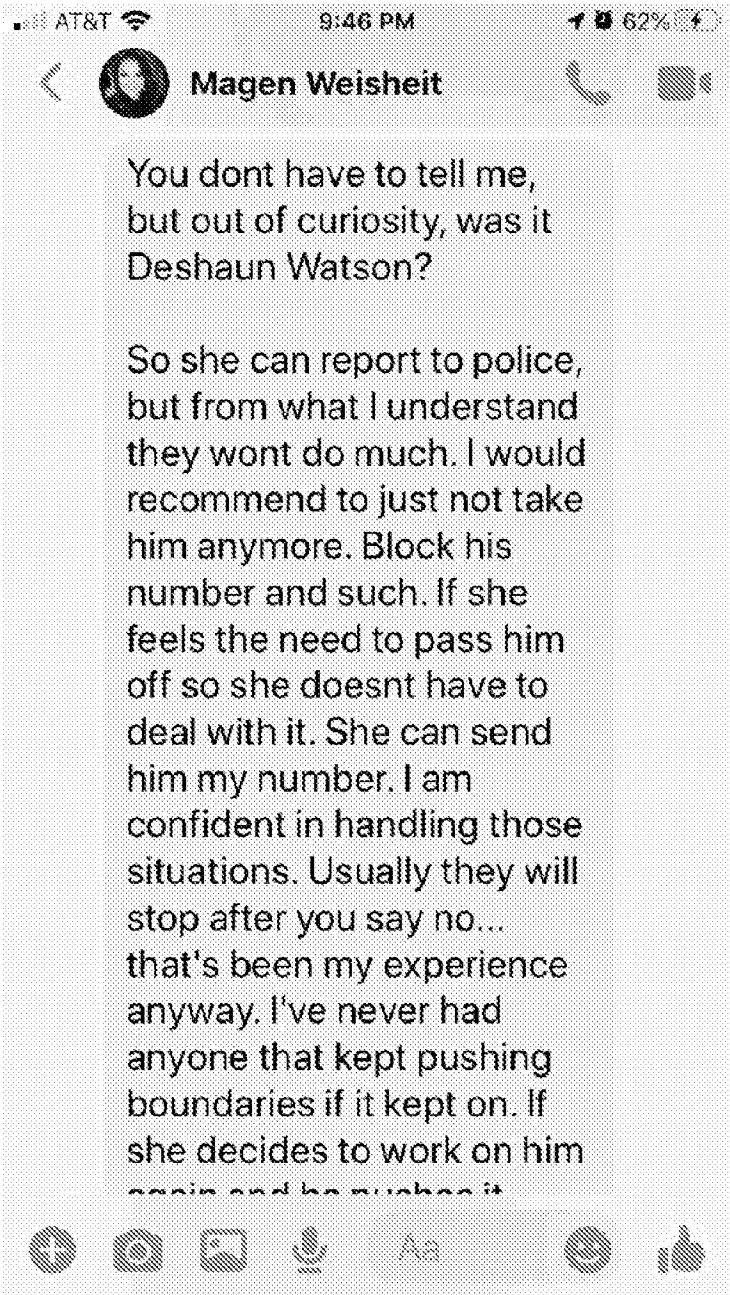
Despite knowing of Watson's habits, Weisheit continued to provide massage therapy to Texans' players, traveled with the team, and continued to refer multiple massage therapists to Watson.

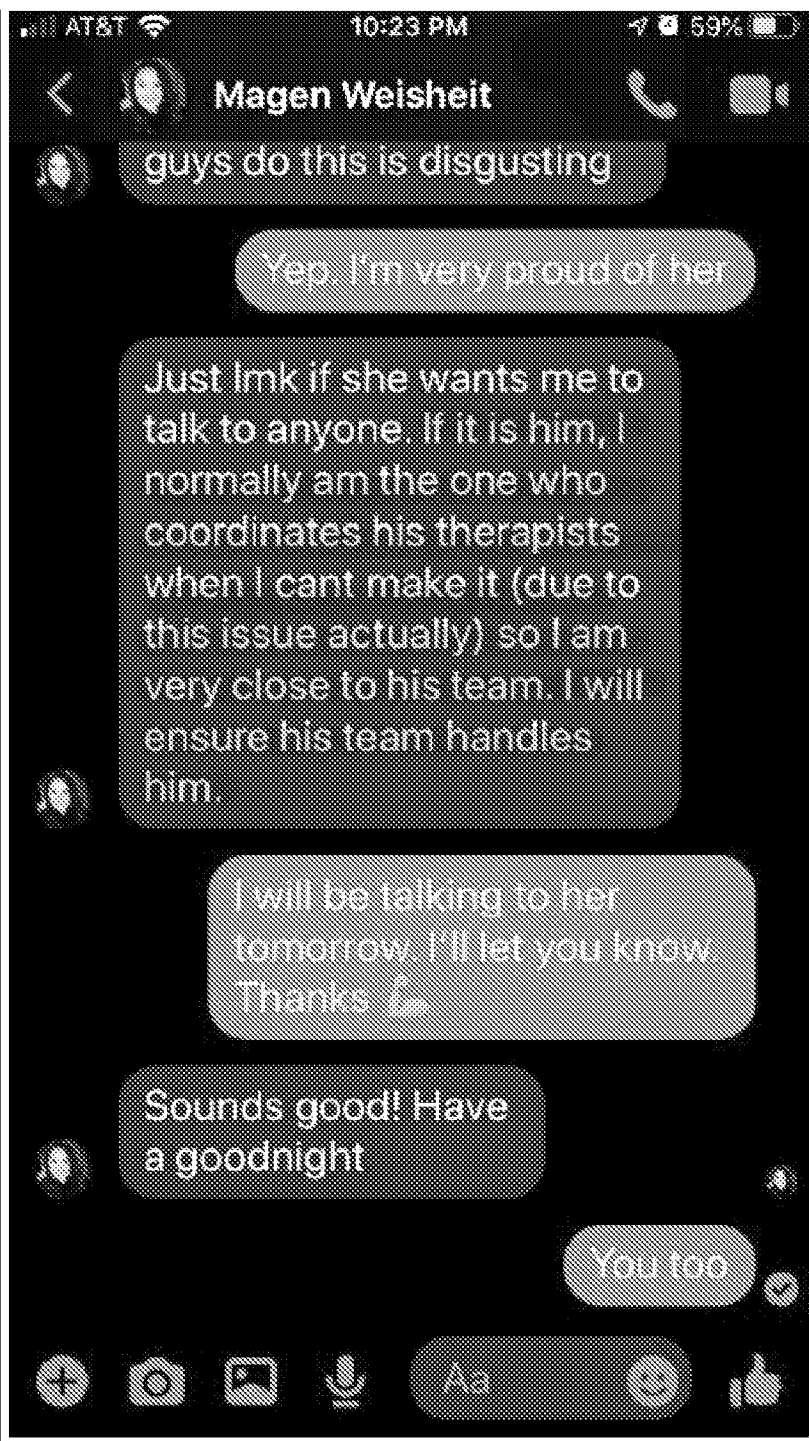
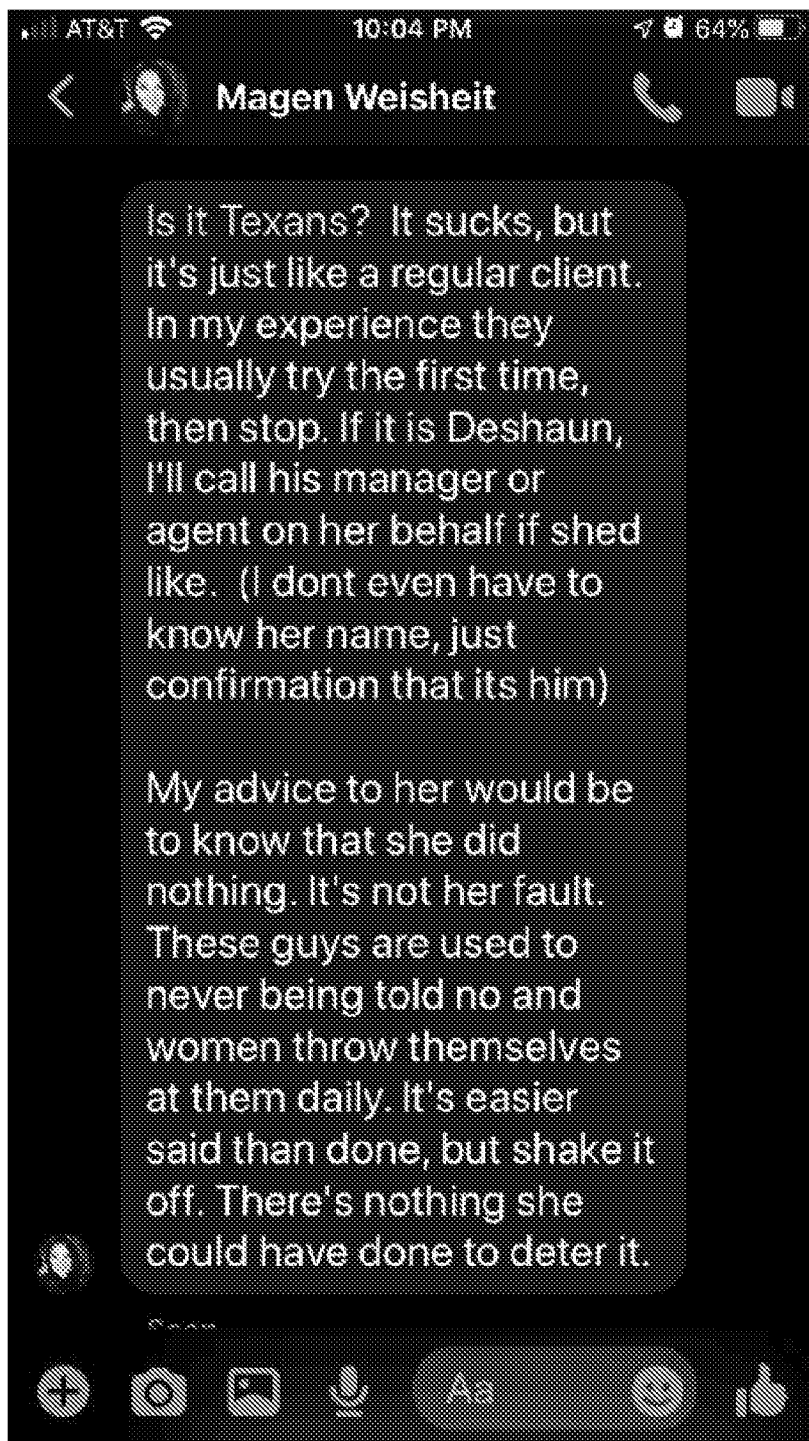
It is particularly telling what Weisheit wrote via text when she learned of massage therapist Ashley Solis's troubling complaints about Watson's conduct during a massage session: "***You Don't Have to Tell Me, But Out of Curiosity, Was It Deshaun Watson?***" Weisheit sent this text message in March 2020 in response to learning of Ashley Solis's encounter with Deshaun Watson. Ms. Solis's ex-coworker had reached out to Weisheit asking for advice regarding Deshaun Watson,

who had been extremely inappropriate with Solis. Without even learning the identity of the alleged perpetrator, Weisheit<sup>5</sup> correctly guessed who the alleged offender was—she was able to do so because it was well known by those who provided massages to Texans’ players that Watson had certain proclivities. In response to Ashley Solis’s complaints about Watson, Weisheit stated that she intended to reach out to the Texans to advise them of the situation. Assuming she did so, such action would have again specifically put the Texans on notice of Watson’s misconduct as early as March 2020. Watson’s conduct, however, continued unfettered thereafter for almost a year. Weisheit’s text about the Texans’ anticipated response to Solis’s allegations perhaps explains why: **“they don’t do much about the situation though.”**

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<sup>5</sup> Magen Weisheit continued to refer therapists to Deshaun Watson even after receiving complaints about his inappropriate behavior. She plead the protections of the Fifth Amendment to subpoena requests for communications between her and Watson and plead the protections of the Fifth Amendment in her deposition.





As stated, when asked about what she told the Texans, what the Texans knew, what she meant by her texts, and other like questions, Weisheit pled the protections of the Fifth Amendment.

## **Genuine Touch Was Well Aware of Watson's Behavior**

Genuine Touch, the massage therapy entity formally contracted with the Texans, is owned by Joni Honn. Honn has provided therapy services to the Texans for more than twenty years. Genuine Touch personnel work closely with the Houston Texans training staff. At times during the season, Genuine Touch personnel are at the Texans' facilities seven days a week. Genuine Touch personnel were well aware of Watson's proclivities. Honn admits that Watson's "towel trick"<sup>6</sup> was reported to her by at least two of her therapists. Genuine Touch therapists were also well aware of Watson's known tendency to push boundaries during massage sessions. Genuine Touch therapists were aware that Watson had done things in massage sessions like hump the table and move his penis around. Genuine Touch was aware that, despite having available massage therapy resources at the stadium, Watson refused to be massaged at the stadium. Watson would instead attempt to get Genuine Touch personnel to come to his house. Genuine Touch was aware that Watson was seeking out multiple strangers on Instagram for massage therapy. At least one of the massage therapists from Genuine Touch knew that Watson, at the Houstonian Hotel with a Texans massage table, had "humped the table" during a massage session and had left a "wet spot" on that table. Genuine Touch therapists had issues with other Texans players where sexual contact was solicited from Genuine Touch therapists. At least two Genuine Touch therapists had sexual relations with multiple Texans players. The Texans knew of this activity. Indeed, at least one Genuine Touch therapist was fired due to sexual activity with Texans players.

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<sup>6</sup> Honn told police that the "towel trick" was illegal and against massage therapy norms. When asked whether getting an erection during a massage was common, Honn's response was "hell no." Honn also told police that attempting to get three massages in one day—like Watson allegedly was prone to do—was very uncommon. She stated that two massages a week would be normal. She further stated that having more than fifty different massage therapists would be "weird." Rather than accept any responsibility herself for enabling Watson's conduct, Honn told police that she thought the victims were "stupid" for putting themselves in "that position."

**Detective Kamesha Baker**

20 Lorianne and Courtney -- scratch that.  
21 Lorianne specifically and Joni specifically advised me  
22 of -- they said that there was a towel trick that the  
23 defendant would try, but they had told him no. Joni had  
24 also mentioned to me that she told Madeleine, you know,  
25 be cautious; be careful. If they -- any of the players  
1 just try anything, just cut it off.

23 Q. What was his towel trick you were talking  
24 about?

25 A. I can't specifically say what it was. Joni  
1 said it was a small towel and he wanted to use a small  
2 towel. That's what Joni said.

3 Q. Okay. So that's what your partner told you?

4 A. No. Joni. Ms. Honn, with Genuine Touch.

5 Q. Oh, okay.

6 A. Said that he tried the towel trick with her two  
7 girls, Courtney and Lorianne. Madeleine also mentioned  
8 the towel.

9 Q. When you say towel trick, are you suggesting to  
10 me that rather than using traditional draping he would  
11 want to use a hand towel?

12 MR. HARDIN: Object -- object to the form.

13 A. I am saying Joni said it was a small towel and  
14 I don't -- she called it a towel trick. That's --

**The Texans Received Concerns from Genuine Touch In 2020**

Joni Honn told the Texans that Watson was reaching out to random women on Instagram for massages in early 2020:

**Roland Ramirez:**

2 Q. Did you have any knowledge prior to when it  
3 came out on the media or was that all like new to you?

4 A. No, ma'am. I mean, it was really when -- I  
5 found out when the rest of the world found out, you  
6 know, really. The only -- the only thing was, you know,  
7 Joni -- Joni had -- Joni Honn -- and she's the owner of  
8 Genuine Touch.

9 She had called me one time and said she  
10 was concerned that -- you know, she had heard that  
11 Deshaun was reaching out to other massage therapists on  
12 social media and she was concerned about them continuing  
13 to work on Deshaun also because if -- if Deshaun gets

Honn told police she was angry that Watson was reaching out to random strangers on Instagram and she expressed her anger to at least two individuals with the Texans, including head trainer Roland Ramirez. It was her belief that Watson was potentially exposing himself to the Covid virus, or that he would eventually be sued if he continued to reach out to random strangers for private massages.

**Lead Detective Baker Was Convinced Watson Committed Crimes**

When Detective Baker, with over six years of experience in Adult Sex Crimes at Houston Police Department, was questioned under oath, she testified that she believed Watson had committed a crime in the sessions with Plaintiffs and other women.



4 Q. All right. Okay. You said a mouthful there.  
5 Let me see if I can figure this out.

6 So with regard to you -- you questioned or  
7 your colleague questioned every complainant, witnesses,  
8 looked at documents and other evidence, and you  
9 concluded that there was enough there that you believed  
10 a crime had occurred based on your knowledge, skill,  
11 training, and experience. Is that true?

12 A. Yes.

13 MR. HARDIN: Object to the form.

14 Q. (By Mr. Buzbee) Did you believe a crime had  
15 occurred with regard to all ten of the complainants?

16 MR. HARDIN: Object to the form.

17 A. Yes.

She testified that the police were of one mind in believing that Watson had committed a  
crime.

20 Q. (By Mr. Buzbee) Well, did -- was there any  
21 disagreement amongst your team or the police that a  
22 crime had occurred?

23 MR. HARDIN: Object to the form.

24 A. No.

25 Q. (By Mr. Buzbee) I mean, sometimes you think

1 well maybe, you know, some of us think yes, some of us  
2 think no. And -- but was there any of that going on?

3 A. No. That was not going on.

4 Q. Okay. So the police were of one mind?

5 A. Yes.

She testified that she saw a disturbing pattern in Watson's conduct that was escalating.

13 Q. Okay. I guess just -- just so I can understand  
14 your mindset as you looked at these ten cases, did you  
15 see or perceive a pattern of escalation?

16 A. When you look at --

17 MR. HARDIN: Object to the form.

18 A. -- the first case to the last one, I can say  
19 there appeared to be a pattern of escalation, yes.

20 Q. (By Mr. Buzbee) And -- and because I know you  
21 -- I think you mentioned that in the first hour. What  
22 was it that led you to believe that his -- that Deshaun  
23 Watson's conduct was escalating overtime?

24 A. In the ten instances we went from mere indecent  
25 exposure, which I think earlier that's what you were

1 asking did we consider any other crimes, indecent  
2 exposure. Indecent exposure of his penis and touching  
3 her hand in that particular instance to based on  
4 Marchelle Davis' allegation and account him trying to  
5 force her head onto his penis to Madeline Cook shortly  
6 after actually having sexual encounter with him in the  
7 session and then subsequently Ikea Roberts in December  
8 also having a sexual encounter with him, the individuals  
9 in between being Toi Garner in November and Tangee and  
10 Johnson Hanks and Tavi September, October, it appeared  
11 there was an escalating pattern.

She also felt that Watson's behavior was escalating with each encounter and that she believed his behavior was escalating in such a way that she believed he would commit even more serious crimes.

20 Q. Okay. Did you ever make a comment that you  
21 felt like that Deshaun Watson's conduct was escalating  
22 such that maybe he would commit even more serious  
23 crimes?

24 MR. HARDIN: Object to the form.

25 A. I did feel that the way that these cases were  
1 going that that could be an outcome.

Detective Baker did not immediately assume Mr. Watson was guilty. Indeed, despite the evidence she had collected, Baker wanted to give him the benefit of the doubt.

7 Q. Did you have any sort of ax to grind with him?

8 A. No.

9 Q. Okay. I just want to make -- just be clear.

10 Because --

11 A. No. I mean, I don't know him. So...

12 Q. You didn't have any sort of grudge against him  
13 or anything?

14 A. No.

15 Q. You didn't immediately think, Oh, he's guilty  
16 and I'm going to prove it?

17 A. I -- no. I didn't immediately think that he  
18 was guilty. I wanted to give Mr. Watson the benefit of  
19 the doubt and give Mr. Watson the opportunity to provide  
20 his side of what happened. Which I explained to you and  
21 Mr. Hardin that that's what we do. We're going to get  
22 both sides to get to the truth of it.

24 Q. Okay. I heard that this was something you may  
25 not have wanted to do?

1 A. No one works -- wants to voluntarily work a  
2 multiple case within our unit.

3 Q. Explain, please.

4 A. There's a lot of work that goes into it. And,  
5 I mean, there's just a lot to do. And really, you're  
6 the only person that does it. There's no help. It's  
7 just you.

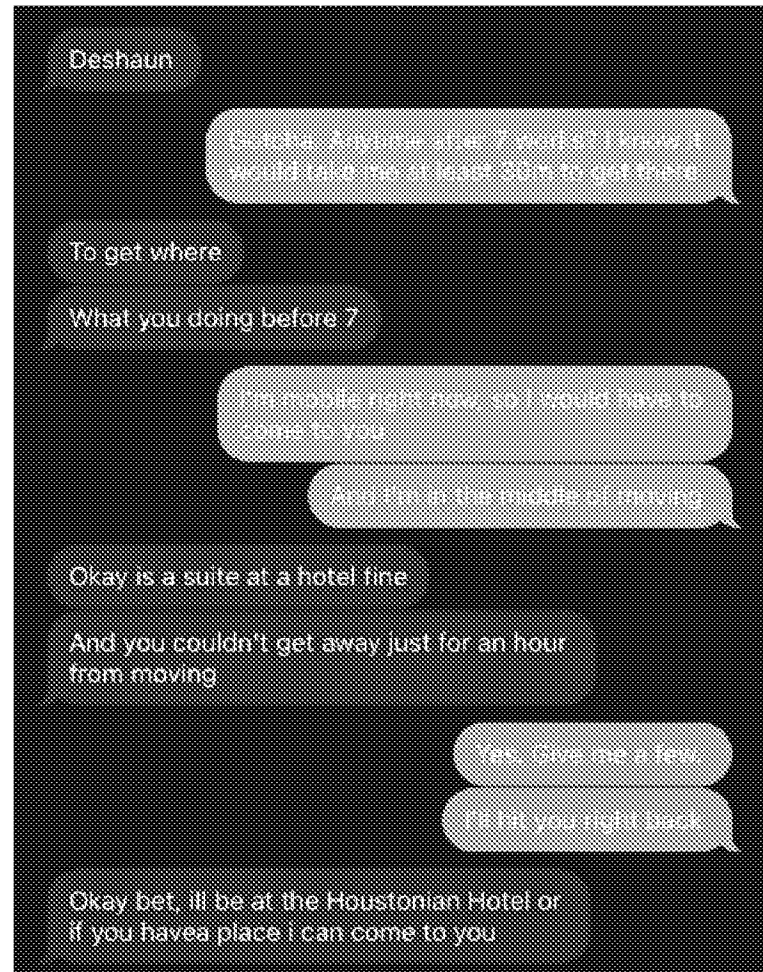
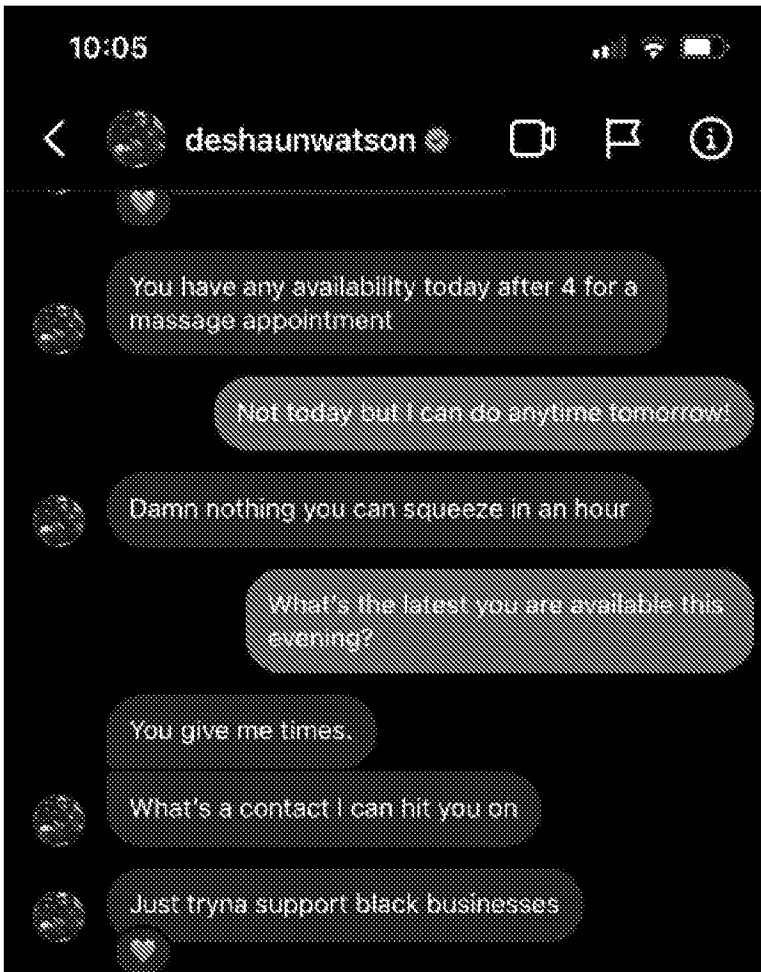


## **I. FACTS UNIQUE TO PLAINTIFF**

Plaintiff is a flight attendant, who also owns her own business in Houston, Texas. She is a single mother and was a single mother at the time of the incidents. She was a massage therapy student at the time of the incidents. She shared her journey of massage therapy school with her followers on Instagram. That's how Watson found her.

Watson sent Plaintiff a direct message on Instagram asking about her availability for a massage. Plaintiff had never worked with any athletes from the Texans organization. Plaintiff found it somewhat peculiar that Watson would seek such services from her, because she was only a student at the time and did not have her license. Plaintiff was under the impression that a player like Watson had access to an entire team of professional trainers and massage therapists. However, Plaintiff had met Watson previously through mutual friends so she initially felt very comfortable being around him. She replied to him affirmatively that she could get him in for a session at some point in the future. Watson asked for her phone number. Later, Watson initially asked Plaintiff to come to the Houstonian at his private suite to do the massage. She declined to do so.

After she refused to provide a massage at a hotel, Watson barraged her with messages. Watson then reached out to a mutual friend of hers. This friend reached out to Plaintiff's best friend. Plaintiff's best friend encouraged Plaintiff to do the massage. Plaintiff then texted Watson back, saying she was not comfortable with a hotel. She told Watson that she did not have an actual place yet to do the massage but when she was prepared with a location, she would get back in touch with him. Watson was persistent in wanting to schedule a massage with Plaintiff. As they struggled to work out a time, Watson told her, "Just tryna support black businesses," a message he would repeat to other women in an attempt to groom them.



Watson was so persistent that he offered to drive thirty-five minutes, one-way, to see Plaintiff in Manvel, Texas, at her mother's house, so they could do the massage.

The first session took place at Plaintiff's mother's house on November 6, 2020. Watson brought his own towel. He arrived early, so he had to wait on the street before Plaintiff arrived. Watson repeatedly asked if they would be alone. Watson also brought the Texans' NDA. Before the massage, Watson texted Plaintiff, stating "...I even have a NDA I have therapist sign too." Because she had never worked with high profile athletes, Plaintiff assumed that a NDA for a massage was normal.

For the first massage, Plaintiff left the room to allow Watson to get undressed. Watson left the NDA on the table for her to sign. When she came back into the room, she saw Watson laying on the table completely naked on his stomach with only a towel covering his buttocks. Plaintiff was trying to be professional and do the massage. By the end of the massage, she was sweating. Watson was being very aggressive with what he wanted her to do. He kept saying “get up in there” and “don’t be scared” and “use your fingers.” Plaintiff did not exactly understand what it was Watson wanted her to do. There was nowhere else for her to go. If she went further down, she would have to massage his butt hole/butt crack area, which would have been inappropriate. Plaintiff thus refused. Watson eventually flipped over onto his back. The towel was so small that it kept sliding off Watson’s penis, to where he was completely exposed. Plaintiff repeatedly put the towel back in place. Watson repeatedly directed Plaintiff to massage his groin. Watson repeatedly stated “get up in there” and “don’t be scared.” Plaintiff was extremely uncomfortable because Watson was essentially directing the Plaintiff to touch his penis. Plaintiff refused and instead attempted to redirect Watson’s efforts. Plaintiff was very confused.

The massage ended at 6:00 p.m. Watson left and walked outside. At 6:06 pm he texted Plaintiff while still in the driveway saying, “Hope that wasn’t bad.” Plaintiff thought the massage had gone horribly; she questioned whether it was her, and not Watson, who was confused about proper massage techniques. At around 7:00 a.m. the next day Watson texted Plaintiff asking for another session. The entire time Plaintiff thought she just did not do a good job from a massage standpoint. She wanted to give it another try, and she also wanted to give him the benefit of the doubt.

The second session occurred on November 10, 2020 at around 11:00 a.m. again at Plaintiff’s mother’s house in the living room. When Watson arrived, he told Plaintiff that he had



just come from practice and had just gotten a massage. Plaintiff thought it was odd that Watson would want another massage so soon, but Watson explained he was an athlete and it was normal for him to get several massages in a day. The massage started the same way. Watson got completely naked on the massage table, laying on his stomach with only a small towel covering his buttocks. Again, Plaintiff was trying to be professional and do the massage. By the end of the massage, Watson was being very aggressive with what he wanted her to do. He kept saying “get up in there” and “don’t be scared” and “you can use your fingers” and “you can get closer.” Plaintiff did not understand what he wanted her to do. Again, there was nowhere for her to go other than actually in his anus—which she was not going to do. Watson kept telling Plaintiff “I am just trying to help you and show you how it’s done.”

Watson eventually turned over onto his back, and Plaintiff started to massage near his groin area. He got an erection. The erection made the towel slip off, totally exposing him. Watson’s penis also contacted Plaintiff’s hand several times because Watson kept aggressively moving his penis towards Plaintiff’s hand, clearly trying to get her to touch it. Plaintiff attempted to remain professional. Without any warning or involvement from the Plaintiff, Watson then ejaculated. The semen got all over Plaintiff’s arm and hand. Plaintiff was trying to be professional but she was deeply disturbed at this point. She wiped the semen off and finished the massage as quickly as possible. Watson got dressed and was grabbing his belongings when he asked her about getting another massage that same day. Plaintiff told him she would let him know just to get him out of the house. After Watson left the house, he sent her a text saying “Maybe 4:30 pm? At Houstonian. I see you’re getting comfortable with certain techniques and areas.” When Plaintiff declined to do the next massage, Watson texted her incessantly almost every day afterwards asking for another massage. Plaintiff did not respond to his messages. Watson also called the Plaintiff almost three

times a day. Plaintiff did not answer his calls. Plaintiff felt violated, disgusted, used and betrayed. She wanted nothing further to do with Deshaun Watson.

Plaintiff reached out to one of her friends who played for the NFL and told him the complete story. This NFL player told her that there is a thin line between physical therapy and sexual pleasure. The NFL player said Watson clearly crossed that line.

Although Plaintiff seeks minimal compensatory damages, it is to be noted that Plaintiff has suffered mental anguish as a result of Watson's behavior and Houston Texans' complicity. Plaintiff has not been able to move on from these experiences, she thinks about it all the time and continues to feel degraded. Plaintiff has difficulty sleeping and suffers from anxiety and depression. Plaintiff feels ashamed and at times blames herself.

Plaintiff brings this case seeking compensatory damages at the minimum jurisdictional limits of this Honorable Court, to raise awareness, and to prevent the Houston Texans and those like them from enabling further conduct with other future victims.

## **II. DISCOVERY PLAN**

Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

## **III. PARTIES**

Plaintiff Toi Garner is an individual residing in Texas.

Defendant Houston NFL Holdings, L.P. is a Delaware limited partnership, doing business under the trade name Houston Texans in the state of Texas with its principal place of business in Harris County, Texas. Houston NFL Holdings, L.P. may be served with process through its registered agent, Capitol Corporate Services, Inc., 206 E. 9th Street, Suite 1300, Austin, Texas 78701-4411.

#### **IV. VENUE AND JURISDICTION**

Venue and jurisdiction are proper. The relief requested is within the minimal jurisdictional limits of this Court. This is not a case about money. Pursuant to the Texas Civil Practice and Remedies Code, venue is proper in Harris County, Texas. This is the county where Defendant resides and the acts, events, transactions and omissions made the basis of this lawsuit occurred in whole or in part in Harris County, Texas.

#### **V. CAUSES OF ACTION**

##### **A. CIVIL ASSAULT: HOUSTON TEXANS AS PRINCIPAL OF AGENT DESHAUN WATSON**

Plaintiff re-alleges each aforementioned allegation as if fully incorporated below.

Defendant Watson is employed by the Houston Texans. Watson committed civil assault on Plaintiff during the course and scope of his employment. Specifically, Watson intentionally or knowingly caused physical contact with Plaintiff when Watson knew, or should have reasonably known, that Plaintiff would regard such contact as offensive. As a proximate result of the assault, Plaintiff has suffered damages as described herein. Plaintiff's harm arises as a result of conduct that violates several sections of the Texas Penal Code, including:

- (1) Section 22.01(a)(3), Penal Code (assault);
- (2) Section 22.012, Penal Code (indecent assault); and
- (3) Section 42.07, Penal Code (harassment).

Thus, in addition to actual damages, Plaintiff seeks punitive damages, and such damages are not subject to capping.

##### **B. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS: HOUSTON TEXANS AS PRINCIPAL OF AGENT DESHAUN WATSON**

Plaintiff re-alleges each aforementioned allegation as if fully incorporated below.

Watson was employed by the Houston Texans. During the course and scope of his employment, Watson engaged in conduct to Plaintiff that is extreme and outrageous so as to exceed the bounds of decency in a civilized society, namely, he caused Plaintiff to experience mental suffering by touching her with his penis, and exposing his penis to her.

Watson engaged in this conduct intentionally, knowingly, and willfully.

Watson's conduct proximately caused injury to Plaintiff. Plaintiff has sustained and will sustain pain and suffering and psychological and emotional distress, mental anguish, embarrassment, and humiliation.

Accordingly, Plaintiff is entitled to recovery against Defendant for the damages proximately caused by Defendant Watson's conduct in an amount to be determined at trial. Further, because Plaintiff's harm arises as a result of conduct that violates several sections of the Texas Penal Code, including:

- (1) Section 22.01(a)(3), Penal Code (assault);
- (2) Section 22.012, Penal Code (indecent assault); and
- (3) Section 42.07, Penal Code (harassment).

Thus, in addition to actual damages, Plaintiff seeks punitive damages, and such damages are not subject to capping.

**C. NEGLIGENCE AND GROSS NEGLIGENCE: HOUSTON TEXANS AS PRINCIPAL OF AGENT DESHAUN WATSON**

Plaintiff hereby incorporates by reference the paragraphs above as if fully set forth herein.

Plaintiff firmly believes and has pled that Watson's conduct as described was intentional. Watson denies he acted intentionally. Thus, in the alternative, Plaintiff alleges that Watson's conduct, while employed by the Texans and during the course and scope of that employment, was unreasonable and thus negligent and grossly negligent. Watson, as agent of the Houston Texans,

owed Plaintiff the duty of reasonable care. Watson breached that duty in at least the following ways:

- a. Scheduling a massage to be alone with Plaintiff knowing of his own sexual proclivities;
- b. Failing to take precautions prior to the massage to prevent a reoccurrence of his known prior conduct towards massage therapists;
- c. Failing to warn Plaintiff of his proclivities and his past conduct;
- d. Exposing himself to the Plaintiff;
- e. Touching Plaintiff with his penis and ejaculate;
- f. Failing to obtain Plaintiff's actual consent before attempting to engage in sexual conduct;
- g. Engaging in sexual conduct even though Plaintiff did not consent; and
- h. Failing to take affirmative steps during the massage to control his unusual sexual proclivities.

Watson's negligence, as agent for the Texans, was a proximate and producing cause of damage to Plaintiff. Defendant's conduct was malicious and grossly negligent. Thus, in addition to actual damages, Plaintiff seeks punitive damages.

**D. VICARIOUS LIABILITY: HOUSTON TEXANS**

Plaintiff re-alleges each aforementioned allegation as if incorporated below.

Defendant the Houston Texans is responsible for the conduct of its agents due to the relationship that existed, among other acts and omissions of negligence which may be shown during the trial of this cause.

**E. NEGLIGENCE AND GROSS NEGLIGENCE: HOUSTON TEXANS**

Plaintiff hereby incorporates by reference the paragraphs above as if fully set forth herein.

Plaintiff re-alleges each aforementioned allegation as if fully incorporated below.

In addition to being vicariously liable for Watson's conduct, Defendant is liable for its own actions and inactions. Defendant had a duty to Plaintiff and breached that duty. The negligence of Defendant was a proximate cause of Plaintiff's injuries.

Defendant breached the duty of reasonable care in one or more of the following ways, among others:

- a. Failing to prevent Watson from assaulting and harassing Plaintiff;
- b. Negligently hiring, supervising and retaining Deshaun Watson;
- c. Negligently controlling Watson;
- d. Failing to properly supervise and control Watson;
- e. Failing to create or enforce policies to prevent misconduct;
- f. Failing to take precautions prior to the massages to prevent a reoccurrence of Watson's known prior conduct towards massage therapists;
- g. Failing to warn Plaintiff of Watson's proclivities and his past conduct;
- h. Failing to take affirmative steps during the massage to control his unusual sexual proclivities;
- i. Providing Watson a safe haven so that he could continue his conduct;
- j. Providing Watson a NDA to protect Watson from his conduct;
- k. Providing Watson a room where he engaged in illicit behavior;
- l. Providing Watson a massage table without asking why or how it was being used;

- m. Removing from the internet and covering up information that would have exposed Watson and warned other massage therapists to avoid Watson;
- n. Failing to investigate Watson's unusual behavior;
- o. Turning a blind eye to indications that Watson was seeking sex rather than legitimate massage therapy;
- p. Failing to investigate complaints relating to Watson; and
- q. Creating an atmosphere where it was acceptable for Watson and others on the team to seek sexual contact with massage therapists;

Each of these acts and omissions, singularly or in combination with others, constitutes negligence, which was the proximate cause of this incident and the injuries sustained by Plaintiff.

Plaintiff will further show that the acts and/or omissions of Defendant as described above, when viewed objectively from its standpoint, involve an extreme degree of risk considering the probability and magnitude of the potential harm to others. Defendant had actual subjective awareness of the risk involved, but nevertheless proceeded in conscious indifference to the rights, safety, and/or welfare of the others, including Plaintiff. As such, these actions and omissions constitute gross negligence and malice as those terms are understood by law.

#### **F. CIVIL CONSPIRACY**

Plaintiff hereby incorporates by reference the paragraphs above as if fully set forth herein.

By a meeting of the minds, The Houston Texans and Deshaun Watson sought to further his misconduct with women by turning the massage sessions into something sexual. Watson assaulted these women with the help and resources of the Texans as they furnished him with NDAs, they secured rooms for him at the Houstonian, they scrubbed damaging information from the internet

for him, and they allowed him to borrow massage tables. As a result of this conspiracy, women from Texas, California, Arizona and Georgia were harassed and assaulted. Watson and the Texans were aware of the intended harm that was to occur.

**VI. DAMAGES**

As a direct and proximate result of Defendant's acts and omissions described above, Plaintiff has incurred the following damages:

- a. Conscious physical and mental pain and suffering, and anguish, past and future;
- b. Physical impairment, past and future;
- c. Loss of enjoyment of life and peace of mind, past and future;
- d. Reasonable and necessary medical, counseling, psychiatric, therapeutic and related expenses, past and future; and
- e. Such other damages that will be shown at trial.

Plaintiff seeks any and all damages to which she may be entitled. As stated, Plaintiff also seeks exemplary damages to deter such conduct going forward, and to make an example of this Defendant.

**VII. NOTICE OF INTENT TO USE DISCOVERY AT TRIAL**

Pursuant to Texas Rule of Civil Procedure 193.7, Plaintiff hereby gives notice that she intends to use all discovery instruments produced in this case at trial. Such discovery instruments include, but are not limited to, all documents Defendant will produce, or has produced, in response to Plaintiff's written discovery requests.

**VIII. REQUEST FOR JURY TRIAL**

Plaintiff respectfully demands a jury trial and hereby tenders the appropriate fee.

**IX. PRESERVATION OF EVIDENCE**



Plaintiff hereby requests and demands that Defendant Houston Texans preserve and maintain all evidence pertaining to any claim or defense related to the incident made the basis of this lawsuit, including but not limited to communications, electronic data, mapping data, and location data.

**X. PRAYER**

By reason of all the above and foregoing, Plaintiff is entitled to recover from Defendant Houston Texans the damages set forth in this petition, within the jurisdictional limits of this Court. As required by Rule 47, Plaintiff seeks damages consistent with Tex. R. Civ. Proc. 47(c)(3), because that, as set forth above, Plaintiff also seeks punitive damages. Plaintiff also seeks pre-and post-judgment interest at the maximum legal rate, costs of court, punitive damages, and any other relief to which Plaintiff may be justly entitled.

Respectfully submitted,

**THE BUZBEE LAW FIRM**

By: /s/ TONY BUZBEE

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