

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF CHESAPEAKE

SHIRLEY B. DAVIS, Individually
and as the personal representative of
the Estate of Bobby Davis,

Plaintiff,

v.

Civil Action CL22:5375

AMANDA L. NEWINS,

BRANDON D. NEWINS,

AND

BACT Investments, LLC,

Defendants.

**SERVE: Amanda L. Newins
1020 Sherando Court
Chesapeake, Virginia 23320**

**SERVE: Brandon Newins
1020 Sherando Court
Chesapeake, Virginia 23320**

**SERVE: BACT Investments, LLC
R/A Amanda L. Newins
840 Greenbrier Circle, Suite 101
Chesapeake, Virginia 23320**

AMENDED COMPLAINT

COMES NOW, Shirley B. Davis, Individually and as the Personal Representative of the Estate of Bobby Davis (hereinafter referred as “Shirley B. Davis”), by counsel, and asks this Court to: (1) Award Shirley B. Davis a judgment of \$507,648.85, plus interest, in



compensatory damages and \$350,000.00 in punitive damages, jointly and severally against Amanda L Newins and Brandon D. Newins, (2) Set aside the February 21, 2021, Deed of Gift transferring the property located at and commonly known as 736 Kempsville Road, Virginia Beach, Virginia, to Amanda L. Newins because of Bobby V. Davis's lack of capacity, or in the alternative, because of undue influence, and declare the deed to be null, void, and of no effect; (3) Restore the title to 736 Kempsville Road, Virginia Beach, Virginia to Shirley B. Davis, free of any liens or encumbrances, or in the alternative, direct 736 Kempsville Road, Virginia Beach, Virginia to be held in constructive trust for the benefit of the Shirley B. Davis; and (4) Award Shirley B. Davis her costs, expenses, and fees, including attorney's fees, expended in this matter. Shirley B. Davis demands a trial by jury.

For her Complaint, Shirley B. Davis states as follows:

1. Bobby V. Davis and Shirley B. Davis ("the Davises") were married for 58 years and had no children either together or separately. Since 1972, they resided in their marital residence located at and commonly known as 736 Kempsville Road, Virginia Beach, Virginia 23464 ("the Kempsville Road Property").
2. At all times relevant to this complaint, the Kempsville Road Property was owned by the Davises outright free of any debts, liens, mortgages, or encumbrances.
3. Amanda L. Newins is the great niece of the Shirley B. Davis and she resided at the real property located at and commonly known as 629 Staley Crest Way, Chesapeake, Virginia 23323 ("the Staley Crest Way Property").

4. Amanda L. Newins is an attorney at law licensed and practicing in the Commonwealth of Virginia.
5. At all times relevant to this complaint, Bobby V. Davis suffered from late-stage Alzheimer's disease and advanced dementia.
6. At all times relevant to this complaint, Shirley B. Davis required the assistance of hearing aids and glasses to effectively communicate and see.
7. At all times relevant to this complaint, Amanda L. Newins and Brandon D. Newins were aware of Bobby V. Davis's lack of capacity and Shirley B. Davis's physical infirmities.
8. By 2020, Amanda L. Newins and other family members were assisting the Davises with their activities of daily living, such as delivering groceries and transporting the Davises to routine appointments.
9. In the fall of 2020, Amanda L. Newins began telling the Davises "not to bother" other family members with requests for assistance.
10. In September 2020, after convincing and conditioning the Davises to rely solely on her for assistance and without consulting other family members, Amanda L. Newins met with the Davises in their home and told them that the thirteen-mile trip from her home to the Kempsville Road Property was too burdensome for her to continue and if the Davises remained in their home, then she could not continue to assist them and they would need to be placed in a nursing facility. Amanda L. Newins and

Brandon D. Newins offered to have the Davises move in with them at the Staley Crest Way Property.

11. On September 15, 2020, Amanda L. Newins removed the Davises from their home and moved them into the Staley Crest Way Property. Amanda L. Newins and Brandon D. Newins demanded the Davises pay \$1,000 per month in rent.
12. After the Davises moved into the Staley Crest Way Property, Amanda L. Newins and Brandon D. Newins told them the Kempsville Road Property would have to be renovated and remodeled in order to produce rental income for the Davises.
13. Amanda L. Newins and Brandon D. Newins disposed of nearly all of the tangible personal property acquired by the Davises during their 58-year marriage, including all furniture and furnishings that would be necessary for the Davises to ever have the option of returning to live in the Kempsville Road Property.
14. Shortly after the Davises moved into the Staley Crest Way Property, Amanda L. Newins isolated the Davises by preventing them from communicating with friends and relatives. She did this by withholding Bobby V. Davis's cell phone and Shirley B. Davis's hearing aids and glasses. Additionally, Amanda L. Newins forwarded the Davises' mail to herself.
15. Shirley B. Davis was told and believed that Amanda L. Newins had "listening devices" installed throughout the Staley Crest Way Property.

16. As punishment for not eating, Amanda L. Newins would force Bobby V. Davis to sit at the kitchen table until he finished dinner to her satisfaction, sometimes as late as 11 p.m.
17. Amanda L. Newins required that Shirley B. Davis complete household chores including cleaning up the fecal matter of Amanda L. Newins's four cats and two dogs.
18. Amanda L. Newins did not provide the proper medications to the Davises.
19. Amanda L. Newins spent over \$50,000 of the Davises' money to complete extensive renovations and upgrades to the Kempsville Road Property and she never asked for the Davises' input or recommendation for any of the repairs or renovations.
20. On November 9, 2020, the Davises each executed a Durable Power of Attorney (the "POA[s]") appointing Amanda L. Newins as their agent. Copies of the POAs are attached hereto and marked "Exhibit A."
21. The POAs do not allow self-dealing by the agent.
22. Despite being agent under the POAs, Amanda L. Newins added herself as a joint account holder to the following accounts, which were previously owned jointly by Shirley B. Davis and/or Bobby V. Davis (hereinafter referred collectively as the "Joint Account Modifications"):
 - a. ABNB Money Market Account ending in *5772;
 - b. ABNB Anytime Account ending *5775;
 - c. ABNB Checking Account ending *5773;

- d. ABNB Savings Account ending *5770;
 - e. Navy Federal Credit Union Savings ending *8704;
 - f. Navy Federal Credit Union Money Market Savings ending *3366;
 - g. Navy Federal Credit Union Money Market Savings ending *9761; and
 - h. Navy Federal Credit Union Membership Savings ending *8001;
23. Neither Amanda L. Newins nor Brandon D. Newins contributed any funds to any of the accounts on which Amanda L. Newins was a joint owner with the Davises.
24. On January 20, 2021, Amanda L. Newins, as agent for Bobby V. Davis, with the assistance of Brandon D. Newins, sold two vehicles belonging to Bobby V. Davis and used the proceeds from the sale of these vehicles to purchase a BMW for Amanda L. Newins. Documentation related to the vehicle sales and purchase are attached hereto and marked “Exhibit B.”
25. On February 18, 2021, the Chesapeake City Police Department responded to an emergency call at the Staley Crest Way property due to a report by a neighbor concerned that Bobby V. Davis was “in the backyard yelling help.”
26. In the Field Case Report for the February 18, 2021 emergency call, the responding officer noted that Amanda L. Newins stated that she was making arrangements for Bobby V. Davis to move into a facility “due to his dementia.” A copy of the February 18, 2021, Field Case Report is attached hereto and marked “Exhibit C.”
27. On February 22, 2021, Amanda L. Newins coerced the Davises to execute a deed gifting the Kempsville Road Property owned by Shirley B. Davis and Bobby V.

Davis to Amanda L. Newins. A copy of the February 22, 2021, Deed of Gift is attached hereto and marked “Exhibit D.”

28. The Deed of Gift states that it was prepared by attorney Kevin Hubbard, yet Kevin Hubbard has no client file related to the Davises and the Davises never retained him to prepare a deed on their behalf.

29. The Deed of Gift was signed by the Davises at the Staley Crest Way Property without a notary present. Amanda Newins facilitated having the Deed of Gift falsely notarized.

30. After the Deed of Gift was falsely notarized, Amanda L. Newins facilitated having the falsified deed recorded.

31. Between 2020 and 2021 Amanda L. Newins and her husband, Brandon D. Newins, regularly charged personal expenses to the Davises’ accounts using both debit and credit cards. These expenses total approximately \$31,148.85 and include the following (hereinafter collectively referred to as the “Personal Expense Transactions”):

- a. Dozens of charges at Home Depot;
- b. Restaurant charges at Carrabba’s, Taste Unlimited (Greenbrier), Hardee’s, Domino’s Pizza, Wendy’s, Zaxby’s Chick-fil-a, Moe’s, Mission Barbecue, Jimmy Johns, etc.
- c. Other home improvement related charges at Floor and Décor, Sherwin Williams, and Ferguson;

d. Charges at Target and Amazon.com.

32. On March 26, 2021, Shirley B. Davis witnessed Amanda L. Newins physically assault Bobby V. Davis by pushing him to the floor.
33. Instead of calling 911 for an emergency response, Amanda L. Newins called Brandon D. Newins to assess and treat the injuries to Bobby V. Davis that resulted from the physical assault.
34. Brandon D. Newins is employed by the Chesapeake Fire Department as a firefighter.
35. After assessing Bobby V. Davis, Brandon D. Newins reported a male suffering from hypotension and altered mental status and requested the Chesapeake Fire Department respond to Staley Crest Way Property and assist in transporting Bobby V. Davis to the hospital.
36. On March 26, 2021, Bobby V. Davis was admitted to the hospital.
37. After Bobby V. Davis was admitted to the hospital, Amanda L. Newins prevented family members, including Shirley B. Davis, from visiting Bobby V. Davis.
38. On March 28, 2021, Amanda L. Newins removed Shirley B. Davis from the Staley Crest Way Property and dropped her off at the home of Debra Gregory stating, "Make sure you file your taxes as single because I am going to make sure Bobby divorces you for abandonment." Amanda L. Newins would not allow Shirley B. Davis to return to the Staley Crest Way Property and Shirley B. Davis still resides at the home of Debra Gregory.

39. On March 29, 2021, Amanda L. Newins attempted to withdraw approximately \$85,000 in investment funds held at ABNB FCU owned by the Davises.
40. On April 17, 2021, Bobby V. Davis died.
41. After the death of Bobby V. Davis, Amanda L. Newins and Brandon D. Newins continued using Bobby V. Davis's debit or credit card for their personal expenses.
42. Amanda L. Newins prevented Shirley B. Davis from planning or having input pertaining to the funeral and burial of Bobby V. Davis, her husband of over 58 years.
43. On April 23, 2021, the funeral service for Bobby V. Davis was held at Rosewood Memorial Park in Virginia Beach, Virginia.
44. Amanda L. Newins organized and planned Bobby V. Davis's funeral, and executed all paperwork as agent for Shirley B. Davis.
45. On April 24, 2021, Amanda L. Newins withdrew approximately \$62,000 belonging to the Davises held at ABNB FCU and on April 26, 2021, Amanda L. Newins withdrew approximately \$51,000 belonging to the Davises held at Navy FCU (hereinafter collectively referred to as the "Withdrawals").
46. On May 2, 2022, Amanda L. Newins executed a deed transferring the Kempsville Road Property to herself and Brandon D. Newins. Amanda L. Newins and Brandon D. Newins then executed a deed transferring the Kempsville Road Property to BACT Investments, LLC. Amanda L. Newins and Brandon D. Newins willfully and knowingly recorded these subsequent deeds while being aware of the falsified Deed of Gift.

47. Since the Kempsville Road Property was transferred to Amanda L. Newins in February of 2021, she, or BACT Investments on her behalf, have collected rent for the property.
48. Despite repeated requests, Amanda L. Newins has not returned Shirley B. Davis's personal property including her birth certificate, Social Security Card, identification, marriage certificate or other personal property.
49. Amanda L. Newins has refused to provide Shirley B. Davis with her mail, including, bills and any sympathy cards relating to the death of Bobby V. Davis.
50. After Shirley B. Davis retained counsel and demanded return of the assets wrongfully taken by Amanda L. Newins, Amanda L. Newins wrote a check to Shirley B. Davis for approximately \$94,000, a portion of the funds wrongfully taken.
51. On October 26, 2022, Shirley B. Davis qualified as the personal representative of Bobby V. Davis's estate.

COUNT I- LACK OF CAPACITY

39. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.
40. At all times relevant to this complaint, Bobby V. Davis showed signs of Dementia, Alzheimer's Disease, and cognitive decline.
41. Bobby V. Davis's medical records indicate that he was suffering from progressive memory loss and dementia, and Amanda L. Newins specifically told the Chesapeake

Police Department that he was going to be moving to assisted living due to his dementia.

42. Bobby V. Davis lacked the capacity to authorize the Personal Expense Transactions, the Withdrawals, the Joint Account Modifications, or to execute the February 22, 2021, Deed of Gift.

43. Amanda L. Newins was aware of Bobby V. Davis's lack of capacity and that he was not able to meet the essential requirements for his health, care, safety, or therapeutic needs or to manage his property or financial affairs.

44. At all times relevant to this complaint, Amanda L. Newins and Brandon D. Newins were aware of Bobby V. Davis's lack of capacity as evidenced by their statements to his medical providers and the Chesapeake City Police Department. A copy of Bobby V. Davis's medical records are attached hereto and marked "Exhibit E." The Field Case Report is previously attached as Exhibit "C."

45. Shirley B. Davis and Bobby V. Davis owned the Kempsville Road property as tenants by the entirety, which cannot be severed unless both parties validly execute a deed with both spouses as grantors, as set forth in Virginia Code § 55.1-136.

COUNT II- UNDUE INFLUENCE

46. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.

47. Amanda L. Newins and/or Brandon D. Newins unduly influenced Bobby V. Davis to sign the Deed of Gift, and/or to authorize the Personal Expense Transactions, authorize the Withdrawals, or authorize the Joint Account Modifications.
48. Amanda L. Newins and/or Brandon D. Newins unduly influenced Shirley B. Davis to sign the Deed of Gift, and/or to authorize the Personal Expense Transactions, authorize the Withdrawals, or authorize the Joint Account Modifications.
49. Amanda L. Newins had a confidential relationship with the Davises; specifically, Amanda L. Newins was their agent, their attorney, and caretaker.
50. Brandon D. Newins had a confidential relationship with the Davises; specifically, Brandon D. Newins was their caretaker.
51. Amanda L. Newins and the Davises held a special confidence towards each other, and she acquired a habitual influence over them.
52. Brandon D. Newins and the Davises held a special confidence towards each other, and she acquired a habitual influence over them.
53. At all times relevant to this complaint, Bobby V. Davis was suffering from profound medical disabilities and great weakness of mind resulting from dementia and Alzheimer's disease.
54. At all times relevant to this complaint, Shirley B. Davis was suffering from medical disabilities and physical infirmities.
55. At all times relevant to this complaint, the Davises were incapable of free agency.

56. At all times relevant to this complaint, Amanda L. Newins and/or Brandon D. Newins willfully and wrongfully took advantage of their confidential relationship with the Davises by exerting undue influence on them, inducing them to execute the Deed of Gift, to authorize the Personal Expense Transactions, to authorize the Withdrawals, and to authorize the Joint Account Modifications.
57. The undue influence exerted by Amanda L. Newins and Brandon D. Newins subverted and overpowered the mind and free will of the Davises.
58. The products of Amanda L. Newins and Brandon D. Newins's undue influence was the Deed of Gift, the Personal Expense Transactions, the Withdrawals, and the Joint Account Modifications.

COUNT III- FRAUD IN THE INDUCEMENT

59. Shirley B. Davis restates and incorporates in this Count each allegation previously set forth herein.
60. Amanda L. Newins fraudulently induced the Davises to sign the deed of gift.
61. Amanda L. Newins, as their attorney, prepared the Deed of Gift and presented it to the Davises to sign at the Staley Crest Way Property.
62. Amanda L. Newins told the Davises that signing the Deed of Gift would help them qualify for Medicaid and other benefits to pay for their care.
63. After the Deed of Gift was signed, Amanda L. Newins presented it to a paralegal at her law firm and had the paralegal notarize the document, despite the Davises not being present.

COUNT IV- BREACH OF FIDUCIARY DUTY

64. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.
65. Pursuant to Virginia Code § 6.2-619, as a party to a joint account, Amanda L. Newins, owed a fiduciary duty to Bobby V. Davis and Shirley B. Davis.
66. Amanda L. Newins owed a fiduciary duty to the Davises as their agent.
67. Amanda L. Newins breached her fiduciary duty to Bobby V. Davis and Shirley B. Davis by engaging self-dealing and by making unauthorized gifts to herself, specifically the Personal Expense Transactions, the Withdrawals, and the Deed of Gift.
68. Amanda L. Newins breached her fiduciary duty to Bobby V. Davis and Shirley B. Davis by facilitating the Joint Account Modifications instead of acting as agent.
69. Amanda L. Newins breached her fiduciary duty to Shirley B. Davis by conducting the Withdrawals.

COUNT V- BREACH OF FIDUCIARY DUTY

70. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.
71. Amanda Newins violated her duties as agent for Bobby V. Davis and Shirley B. Davis, as set forth in Virginia Code § 64.2-1612, by failing to act in accordance with the expectations of Bobby V. Davis and Shirley B. Davis, acting in bad faith, exceeding the scope of authority granted to her, failing to act loyally and impartially,

failing to act with care, competence, and diligence, and failing to preserve Bobby V. Davis's estate plan.

COUNT VI- UNJUST ENRICHMENT

72. Shirley B. Davis restates and incorporates in this Count all allegations previously set forth herein.

73. Amanda L. Newins and Brandon D. Newins have received numerous assets belonging to Bobby V. Davis and Shirley B. Davis, including approximately \$19,000 from the Withdrawals, home renovation costs of approximately \$50,000, \$31,148.85 from the Personal Expense Transactions, a vehicle worth \$12,500, and the Kempsville Road Property with an approximate value of \$335,000, and rent collected on the Kempsville Road Property of approximately \$60,000.

74. The Power of Attorney did not authorize Amanda L. Newins to make gifts, to herself to create or change beneficiary designations to herself or to create or change the rights of survivorship which benefited herself.

75. A benefit has been conferred on Amanda L. Newins and Brandon D. Newins in obtaining assets owned by the Davises through the Personal Expense Transactions, the Withdrawals, the Joint Account Modification, and the Deed of Gift.

76. Amanda L. Newins and Brandon D. Newins had knowledge of the benefit conferred to them through the Personal Expense Transactions, the Withdrawals, the Joint Account Modification, and the Deed of Gift.

83. Together Amanda L. Newins and Brandon K. Newins engaged in a common scheme to deprive Shirley B. Davis and Bobby V. Davis of their real and personal property.

COUNT VIII- CONVERSION

84. Shirley B. Davis restates and incorporates in this Count each allegation previously set forth herein.

85. Amanda L. Newins and Brandon K. Newins wrongfully obtained property belonging to the Davises through the Personal Expense Transactions, the Withdrawals, the Joint Account Modification, and the Deed of Gift.

86. Amanda L. Newins and Brandon K. Newins have not returned the wrongfully obtained property to Shirley B. Davis.

87. Amanda L. Newins' and Brandon K. Newins' actions deprived Shirley B. Davis from utilizing her property for her own purposes and benefit.

88. Shirley B. Davis has been damaged in an amount to be proven at trial as a result of Amanda L. Newins' and Brandon K. Newins' actions in converting the Davises' property.

39. Amanda L. Newins and Brandon K. Newins tortuously converted the Davises' property.

40. Amanda L. Newins' and Brandon K. Newins' conduct was willful, outrageous, and unconscionable and punitive damages are warranted.

WHEREFORE, Shirley B. Davis asks this Court to:

1. Award Shirley B. Davis a judgment of \$507,648.85, plus interest, in compensatory damages and \$350,000.00 in punitive damages against Amanda L. Newins and Brandon D. Newins, jointly and severally;
2. Set aside the February 21, 2021, Deed of Gift transferring the property located at and commonly known as 736 Kempsville Road, Virginia Beach, Virginia to Amanda L. Newins because of Bobby V. Davis's lack of capacity, or in the alternatives, because of undue influence and/or fraud in the inducement declare it to be null, void, and of no effect;
3. Restore the title to 736 Kempsville Road, Virginia Beach, Virginia to Shirley B. Davis, free of any liens or encumbrances, or in the alternative, direct 736 Kempsville Road, Virginia Beach, Virginia to be held in constructive trust for the benefit of the Shirley B. Davis;
4. Award Shirley B. Davis her costs, expenses, and fees, including attorney's fees, expended in this matter; and
5. Grant such other and further relief as the nature of this case may require or to equity shall seem fair.

SHIRLEY B. DAVIS, Individually

By: _____

Of Counsel

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SHIRLEY B. DAVIS, as Administrator of the
Estate of Bobby V. Davis, deceased

By: _____

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