



NINETEENTH JUDICIAL CIRCUIT OF VIRGINIA

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February 20, 2026

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Re: *Bala Jain, LLC v. Amit Jain, et. al.*
Case No. CL-2024-6251

Dear Counsel:

The issue before the Court is whether it must treble the damages it awards a plaintiff for Statutory Business Conspiracy. The Court holds treble damages are mandatory; the Court lacks discretion to avoid or reduce them. Therefore, the Court will treble the damages the jury awarded the plaintiff in this case.

I. FACTUAL OVERVIEW.

A jury issued a verdict in favor of Plaintiff Bala Jain, Inc. (“Bala Jain”) and against Defendants Amit and Monika Jain (“Jain Defendants”) on, *inter alia*, its claim for Statutory Business Conspiracy. VA. CODE ANN. § 18.2-500. The jury awarded Bala Jain \$5,429,608.77 against each of the Jain Defendants. Without objection the Court did not instruct the jury to consider treble damages.

Bala Jain now asks the Court to treble the damages to \$16,288,826.31, an act it asserts is mandatory under the law.

II. ANALYSIS.

Statutory Business Conspiracy provides for “three-fold” damages for injured plaintiffs. The statute reads,

A. Any person who shall be injured in his reputation, trade, business or profession by reason of a violation of § 18.2-499, may sue therefore and recover three-fold the damages by him sustained, and the costs of suit, including a reasonable fee to plaintiff’s counsel, and without limiting the generality of the term, “damages” shall include loss of profits.

VA. CODE ANN. § 18.2-500(A). The statute is silent as to whether it is mandatory or discretionary for a court to award “three-fold” damages.

The Supreme Court of Virginia approached this question at least twice but did not have occasion to state the answer. *Sidya v. World Telecom Exch. Communs., LLC*, 301 Va. 31, 45 (2022) (“we affirm the court’s discretionary award of treble damages and decline to address the question whether the statute mandates such an award under the circumstances of this case.”); *Lockheed Info. Mgmt. Sys. Co. v. Maximus, Inc.*, 259 Va. 92, 108 n.7 (2000) (“we need not consider . . . whether treble damages under § 8.2-500(a) are mandatory or discretionary.”)¹

A circuit court considered the question and held that trebled damages were mandatory and awarded them despite stating it would not have done so if it had discretion. *Maximus, Inc. v. Lockheed Info. Mgmt. Sys. Co.*, 47 Va. Cir. 193, 200 (Richmond Oct. 7, 1998), rev’d on other grounds, *Lockheed Info. Mgmt. Sys. Co. v. Maximus, Inc.*, 259 Va. 92 (2000). The court found no authority answering this question and ruled that the plain language of the statute supported the trebled damages.

The plain language holding in *Maximus* is supported by contrasting other statutes providing for enhanced damages. There are other instances where the General Assembly provides for treble damages in addition to Virginia Code § 18.2-500.² Some are silent as to discretion while others provide for it. *Compare* VA. CODE ANN. § 56-5 (one in violation “*shall be liable* to such corporation for three times the amount of the actual damage thereby sustained”) (emphasis added) *with* § 59.1-204(A) (the trier of fact “*may increase* damages to an amount *not*

¹ Bala Jain cites two cases for the proposition that treble damages are mandatory. However, neither case directly states this. *Syed v. Zh Tehcs., Inc.*, 280 Va. 58, 73 (2010) (“Once liability is found, the compensatory damages are subject to trebling”); *Advance Marine Enters. v. PRC, Inc.*, 256 Va. 106, 123 (1998) (“This subsection explicitly allows an award of treble damages on proof of the cause of action provided under Code § 18.2-499”). The phrases “subject to trebling” and “allows for . . . treble damages” are passive terms. Neither of the cases Bala Jain cites mandates treble damages; they merely permit them.

² Oddly, the legislature uses different terms for what appears to be the same thing. *Compare* VA. CODE ANN. § 18.2-500 (“three-fold” damages) *with* § 56-5 (“three times” damages) *with* § 62.1-192 (“treble” damages). However, the Court cannot think of any difference between the phrasings. Courts seem to treat at least some of these as synonyms. *See, e.g., Advanced Marine Enters. v. PRC, Inc.*, 256 Va. at 123 (referring to “three-fold” damages as “treble damages.”)

exceeding three times the actual damages sustained”) (emphasis added) and § 65.2-821.1(C) (trier of fact “*may increase* damages to an amount *not to exceed* three times the actual damages”) (emphasis added). Plainly, the language in § 56-5 is a conditional proposition; if one is in violation, then one is liable for treble damages. There is no room for discretion in that proposition. In contrast, §§ 59.1-204 and 65.2-821.1 permit discretion because the “not exceeding” limit implicitly authorizes an award less than three times the actual damages. The use of the term “may increase” is permissive. *See, e.g., Wal-Mart Stores East, LP v. State Corp. Comm’n*, 299 Va. 57, 70 (2020) (declaring that, generally, the word “may” in a statute denotes permissive acts).

Thus, the legislature knows how to declare treble damages discretionary—it need only write that damages “may [be] increased to an amount not exceeding three times the actual damages sustained.” *See* VA. CODE ANN. § 59.1-204. It did not use this permissive language for Virginia Code § 18.2-500. The legislature also knows how to mandate conditional propositions—it need only write “one in violation shall be liable for three times the amount of the actual damages.”

In the present case, the legislature chose neither phrase. It wrote: “Any person who shall be injured . . . may sue therefor and recover three-fold damages.” VA. CODE ANN. § 18.2-500. The Jain Defendants embrace the permissive nature of the word “may” and conclude that the statute means a court may award treble damages, or not. The Court disagrees. Using plain English grammar, the object of the sentence in the statute is the injured party, not a court.³ Thus, only the injured party is the one who has discretion in that sentence. The injured party may sue and recover, if he desires, but may choose not to do so. In the present case, Bala Jain chose to sue and recover. The Jain Defendants would have the Court read the sentence to mean: an *injured person* may sue, and a *court* may award three-fold damages. Of course, the Court may not rewrite the statute to mean what the Jain Defendants want.

Since the use of the word “may” in the grammatical context of § 18.2-500 fails to make treble damages discretionary, and because the statute lacks the permissive language of §§ 59.1-204 and 65.2-821.1, the Court agrees with the Richmond circuit court’s plain language conclusion in *Maximus*. Courts must award treble damages in Statutory Business Conspiracy cases if they award compensatory damages. There is no discretion. Treble damages are mandatory.⁴

³ *Object*, NEW OXFORD AM. DICTIONARY, 1209 (3d ed. 2010) (“a noun or noun phrase governed by an active transitive verb or by a preposition”). In this case, the noun is “person” and the transitive verbs are “sue” and “recover.” So, the “person” has discretion, not a “court.”

⁴ Bala Jain asked the Court to independently declare that if treble damages were discretionary that the Court would impose them in its discretion. The Court will not do this. A jury performed the factfinding in this matter and never considered treble damages under Statutory Business Conspiracy. Post jury verdict, the Court ought not make a special bench verdict. It is the duty of the jury to decide the facts, including damages. VA. CONST. Art. I, § 11; VA. CODE ANN. § 8.01-336; *See, also Jenkins v. Pyles*, 269 Va. 383, 390 (2005).

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III. CONCLUSION.

For the reasons stated herein, the Court holds treble damages under Statutory Business Conspiracy, Virginia Code § 18.2-500(A), are mandatory upon awarding compensatory damages. The Court's final order will treble the jury's award of \$5,429,608.77 to \$16,288,827.81. Counsel for Bala Jain will please submit a fully endorsed sketch order, with any objections from the Jain Defendants, for the Court to enter.

Kind regards,



David A. Oblon
Judge, Circuit Court of Fairfax County
19th Judicial Circuit of Virginia