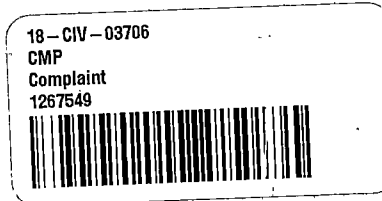


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**FILED**  
**SAN MATEO COUNTY**

JUL 17 2018

Clerk of the Superior Court  
By [Signature]  
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO  
UNLIMITED CIVIL JURISDICTION

JANE DOE #1 (N.K.); JANE DOE #2 (L.T.);  
JANE DOE #3 (J.V.); JANE DOE #4 (K.M.);  
and JANE DOE #5 (J.M.),

Plaintiffs,

vs.

MASSAGE ENVY FRANCHISING, LLC; ME  
TIME, INC.; ANGELINE SEBASTIAN-  
STAFFORD; JDSME, INC.; LEOCADIA  
ELLEN SALAS; R & S BARNES  
ENTERPRISES, INC.; and DOES 1-40,  
inclusive;

Defendants,

Case No.: **18CIV03706**

**COMPLAINT FOR:**

- (1) Negligence
- (2) Premises Liability
- (3) Intentional Inflict of Emotional Distress
- (4) Sexual Battery (Civ. Code § 1708.5)
- (5) Gender Violence (Civ. Code § 52.4)
- (6) Ralph Act Violation (Civ. Code § 51.7)
- (7) False Imprisonment
- (8) Negligent Misrepresentation
- (9) Fraud, Intentional  
Misrepresentation, Concealment, False  
Promise
- (10) Consumer Legal Remedy Violation  
(Civ. Code §§ 1750, *et seq.*)
- (11) Civil Conspiracy
- (12) Fraudulent and Unfair Business  
Practices (Business and Professions  
Code §§ 17200, *et seq.*)

1 Plaintiffs JANE DOE #1 (N.K.), JANE DOE #2 (L.T.), JANE DOE #3 (J.V.), JANE DOE  
2 #4 (K.M.), and JANE DOE #5 (J.M.) hereby submit their Complaint against Defendants  
3 MASSAGE ENVY FRANCHISING, LLC; ME TIME, INC.; ANGELINE SEBASTIAN-  
4 STAFFORD; JDSME, Inc.; LEOCADIA ELLEN SALAS; R & S BARNES ENTERPRISES,  
5 INC.; and DOES 1-40, and each of them, and allege as follows:

6 **PARTIES**

7 1. Plaintiff JANE DOE #1 (N.K.) is an individual who was and is at all times herein  
8 a resident of the City of San Francisco, County of San Francisco, State of California. JANE  
9 DOE #1 (N.K.) went to the Massage Envy, located at 1209 Howard Avenue, Burlingame,  
10 California 94010 ("Massage Envy - Burlingame") for a massage.

11 2. Plaintiff JANE DOE #2 (L.T.) is an individual who was and is at all times herein  
12 a resident of the City of Los Angeles, County of Los Angeles, State of California. JANE DOE  
13 #2 (L.T.) was a massage therapist at Massage Envy, located at 2620 East Workman Avenue,  
14 Suite 4B, West Covina, CA 91791 ("Massage Envy – West Covina").

15 3. Plaintiff JANE DOE #3 (J.V.) is an individual who was and is at all times herein  
16 a resident of the City of Rancho Palos Verdes, County of Los Angeles, State of California.  
17 JANE DOE #3 (J.V.) went to the Massage Envy, located at 415 North Pacific Coast Highway,  
18 Suite 101, Redondo Beach, California 90277 ("Massage Envy – Redondo Beach") for a  
19 massage.

20 4. Plaintiff JANE DOE #4 (K.M.) is an individual who was and is at all times  
21 herein a resident of the City of Beverly Hills, County of Los Angeles, State of California.  
22 JANE DOE #4 (K.M.) went to the Massage Envy, located at 246 South Robertson Boulevard,  
23 Beverly Hills, California 90211 ("Massage Envy – Beverly Hills") for a massage.

24 5. Plaintiff JANE DOE #5 (J.M.) is an individual who was and is at all times herein  
25 a resident of the City of Galt, County of Sacramento, State of California. JANE DOE #5 (J.M.)  
26 went to the Massage Envy, located at 4810 Elk Grove Boulevard, Suite 190, Elk Grove,  
27 California 95758 ("Massage Envy – Elk Grove") for a massage.

1           6.       Defendant MASSAGE ENVY FRANCHISING, LLC (“MEF”) is, and at all  
2 relevant times mentioned herein was, a corporation organized under the laws of the State of  
3 California. At all relevant times mentioned herein, MEF’s primary place of business was  
4 located in the City of Scottsdale, County of Maricopa, State of Arizona, is the franchisor of  
5 Massage Envy locations throughout California, and performed work and controlled the day-to-  
6 day activities of the Massage Envy locations throughout California..

7           7.       Defendant ME TIME, INC. (“ME TIME”) is, and at all relevant times mentioned  
8 herein was, a corporation organized under the laws of the State of California. At all relevant  
9 times mentioned herein, ME TIME’s primary place of business was located in the City of San  
10 Carlos, County of San Mateo, State of California, is the franchisee of the Massage Envy –  
11 Burlingame location, and performed work in and at Massage Envy – Burlingame location.

12           8.       Defendant ANGELINE SEBASTIAN-STAFFORD (“ANGELINE”) is, and at all  
13 relevant times mentioned herein was, an individual. At all relevant times mentioned herein,  
14 ANGELINE resides in the City of San Carlos, County of San Mateo, State of California, is the  
15 franchisee of the Massage Envy – Burlingame location, and performed work in and at Massage  
16 Envy – Burlingame location. At all relevant times mentioned herein, ANGELINE was an  
17 officer and/or director of ME TIME, and is liable to JANE DOE #1 because of her failures to  
18 act, her failure to act constituted a breach of her fiduciary duties as an officer and/or director;  
19 and/or her breach of those duties involved intentional misconduct, fraud or a knowing violation  
20 of law.

21           9.       Defendant JDSME, INC. (“JDSME”) is, and at all relevant times mentioned  
22 herein was, a corporation organized under the laws of the State of California. At all relevant  
23 times mentioned herein, JDSME’s primary place of business was located in the City of  
24 Rowland Heights, County of Los Angeles, State of California, is the franchisee of the Massage  
25 Envy – West Covina location, and performed work in and at Massage Envy – West Covina.

26           10.      Defendant LEOCADIA ELLEN SALAS (“LEOCADIA”) is, and at all relevant  
27 times mentioned herein was, an individual. At all relevant times mentioned herein,

1 LEOCADIA resides in City of Rowland Heights, County of Los Angeles, State of California, is  
2 the franchisee of the Massage Envy – West Covina location, and performed work in and at  
3 Massage Envy – West Covina. At all relevant times mentioned herein, LEOCADIA was an  
4 officer and/or director of JDSME, and is liable to JANE DOE #2 (L.T.) because of her failures  
5 to act, her failure to act constituted a breach of her fiduciary duties as an officer and/or director,  
6 and/or her breach of those duties involved intentional misconduct, fraud or a knowing violation  
7 of law.

8 11. The owners of the Massage Envy – Redondo Beach location is presently  
9 unknown. Upon information and belief, the owners of the Massage Envy – Redondo Beach  
10 location are individual, corporate, associate, partner or otherwise. Since these Defendants are  
11 presently unknown, Plaintiffs herein named them as DOES 1-5, inclusive, and Plaintiffs  
12 therefore sue each said Defendants by such fictitious names. Plaintiffs will move to amend this  
13 Complaint to substitute their true names and capacities when the same have been ascertained.  
14 Upon information and belief, DOES 1-5's primary place of business was located in the City of  
15 Redondo Beach, County of San Los Angeles, State of California, the franchisees of the Massage  
16 Envy – Redondo Beach location and performed work in Massage Envy – Redondo Beach.

17 12. The owners of the Massage Envy – Beverly Hills location is presently unknown.  
18 Upon information and belief, the owners of the Massage Envy – Beverly Hills location are  
19 individual, corporate, associate, partner or otherwise. Since these Defendants are presently  
20 unknown, Plaintiffs herein named them as DOES 6-10, inclusive, and Plaintiffs therefore sue  
21 each said Defendants by such fictitious names. Plaintiffs will move to amend this Complaint to  
22 substitute their true names and capacities when the same have been ascertained. Upon  
23 information and belief, DOES 6-10's primary place of business was located in the City of  
24 Beverly Hills, County of San Los Angeles, State of California, the franchisees of the Massage  
25 Envy – Redondo Beach location and performed work in Massage Envy – Beverly Hills.

26 13. Defendant R & S BARNES ENTERPRISES, INC. ("R & S") is, and at all  
27 relevant times mentioned herein was, a corporation organized under the laws of the State of

1 California. At all relevant times mentioned herein, R & S's primary place of business was  
2 located in the City of Elk Grove, County of Sacramento, State of California, and performed  
3 work in Massage Envy – Elk Grove.

4 14. The true names and capacities, whether individual, corporate, associate, partner  
5 or otherwise, of other Defendants, herein named as DOES 10-40, inclusive, are unknown to  
6 Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs will move to  
7 amend this Complaint to substitute their true names and capacities when the same have been  
8 ascertained.

9 15. Plaintiffs are also unaware of the basis of liability as to some or all of such  
10 fictitious Defendants sued herein as DOES 10-40, inclusive, but believe that their liability arises  
11 out of the same general facts as set forth herein. Plaintiffs will move to amend this Complaint  
12 to assert the theories of liability of said fictitiously named Defendants when they have been  
13 ascertained.

14 16. Plaintiffs are informed and believe and thereon allege that each Defendant and  
15 DOES 10-40 are legally responsible in some manner for the events, happenings, omissions  
16 and/or occurrences causing damages referred to herein, and legally and proximately caused  
17 damage to Plaintiffs. Further, each and every Defendant, including DOES 10-40, had a duty to  
18 Plaintiffs, as a customers of the Massage Envy locations.

19 17. Plaintiffs are informed and believe, and thereon allege that DOES 1-40,  
20 inclusive, were franchisees, contractors, individuals, sole proprietorships, partnerships and/or  
21 corporations, and all their employees and agents who performed services as an employee, agent,  
22 ostensible agent, servant, partner, joint venturer, and aider and abettor of each of the Defendants  
23 and were, in doing the business of things herein complained of, acting within the course and  
24 scope of such relationship and therefore are responsible for damages to Plaintiffs as hereinafter  
25 alleged. Whenever a Defendant is the subject of any charging allegation by Plaintiffs, it shall be  
26 deemed that DOES 1-40, inclusive, and each of them, are likewise subject to this charging  
27 allegation.

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1 and/or hired/re-hired at another Massage Envy franchise location, only to go on to improperly  
2 touch multiple other female customers.

3 24. MEF, other Defendants named herein, and other of MEF's franchisees have long  
4 feared that the public would learn about the problem of massage therapists sexually assaulting  
5 female customers at its franchise locations but took no action whatsoever to prevent same but  
6 rather continued to protect the company at the expense of the safety of its customers.

7 25. MEF, other Defendants named herein, and other of MEF's franchisees have does  
8 nothing to warn customers of the problem of women being sexually assaulted at its franchise  
9 locations by massage therapists, even though it trains franchisees on the problem.

10 26. MEF, other Defendants named herein, and other of MEF's franchisees conspired  
11 to keep the problem of woman being sexually assaulted at its franchise locations by massage  
12 therapists from Plaintiffs, and all of Defendants' customers. Instead of informing Plaintiffs and  
13 all of Defendants' customers about the problem of woman being sexually assaulted at its  
14 franchise locations by massage therapists, MEF, other Defendants named herein, and other of  
15 MEF's franchisees intentionally and falsely told Plaintiffs and all of Defendants' customers that  
16 safety is at the core of their company's mission, that it has a zero tolerance policy towards  
17 sexual assaults committed by their massage therapists, that they protect their customers, that  
18 they carefully select and thoroughly train their massage therapists, that they are dedicated to  
19 providing a comfortable and professional environment, that Plaintiffs and all of Defendants'  
20 customers can be confident they will have a positive experience, that they bring joy into  
21 Plaintiffs and all of Defendants' customers' lives, and that they make the best of everybody,  
22 among other intentionally false statements to Plaintiffs and all of Defendants' customers.

23 27. In at least one case, multiple women were sexually assaulted by a Massage Envy  
24 massage therapist at Massage Envy – Burlingame location even though there were two reports  
25 to the franchisee and MEF that the therapist had sexually assaulted other female customers.

26 28. In another case, a woman was sexually assaulted by a Massage Envy massage  
27 therapist at Massage Envy – Elk Grove location even though there was a report to the franchisee

1 and MEF that the therapist had sexually assaulted other female customers.

2 **JANE DOE #1 (N.K.)**

3 29. At all times relevant hereto, Brandon (last name presently unknown) was a male  
4 massage therapist working at Massage Envy - Burlingame who was assigned to massage JANE  
5 DOE #1 (N.K.) on the date at issue, and was assigned to give massages to multiple female  
6 customers in his capacity as an employee and/or agent of MEF, ME TIME, and ANGELINE.

7 30. On November 12, 2017, JANE DOE #1 (N.K.) went to Massage Envy –  
8 Burlingame for a massage, where she had been numerous times before without incident.  
9 Plaintiff had a one-year membership with Massage Envy – Burlingame. All of her previous  
10 massages were without incident. On November 12, 2017, Plaintiff was improperly touched in  
11 an inappropriate sexual manner by Brandon on the premises of Defendants. Specifically,  
12 Brandon led Plaintiff to a massage room and told her to undress. He then forced Plaintiff to  
13 touch his penis; touched, groped, and licked Plaintiff's bare breasts and vagina; and ultimately  
14 penetrated Plaintiff's vagina with his penis, all without Plaintiff's consent.

15 31. During the massage, Brandon pressed his penis against JANE DOE #1 (N.K.)'s  
16 hands. He did this more than once. Plaintiff had kept her underwear on, but was otherwise  
17 unclothed. While lying on her stomach, Brandon put his hands underneath the sheet and  
18 Plaintiff's underwear and began massaging Plaintiff's bare glutes. Brandon then told Plaintiff  
19 to turn onto her back. When Plaintiff was on her back, she started falling asleep. Plaintiff  
20 awoke and discovered Brandon groping and massaging the entirety of Plaintiff's bare breasts.  
21 Brandon proceeded to fondle and rub Plaintiff's nipple of her left breast. Plaintiff was in total  
22 shock and tried to "play dead," hoping Brandon would stop his inappropriate touching if he  
23 realized Plaintiff was not reacting. However, Brandon only went further. He then began  
24 kissing and licking Plaintiff's nipple.

25 32. JANE DOE #1 (N.K.) was frozen in fear and shock. Not knowing what to do,  
26 Plaintiff laid still, hoping Brandon would stop. The nightmare only continued. Brandon took  
27 Plaintiff's right hand and interlocked his hand with hers. He then moved their hands onto



1 Brandon's penis. Brandon took Plaintiff's left hand and rubbed it inside Plaintiff's thighs.  
2 Brandon then inserted his finger inside Plaintiff's vagina. He removed his finger and began  
3 licking Plaintiff's vagina. Brandon then put his fingers back inside Plaintiff's vagina in a  
4 manner that Plaintiff believed was an attempt by Brandon to sexually arouse Plaintiff.

5 33. JANE DOE #1 (N.K.) tightened up, devastated by what was going on. Brandon  
6 then pulled his shorts down, pulled Plaintiff's legs to the side, and inserted his penis into  
7 Plaintiff's vagina. Brandon had nonconsensual sexual intercourse with Plaintiff. On  
8 information and belief, Brandon stopped once he ejaculated. He then removed his penis from  
9 Plaintiff's vagina, let out a sigh, and thanked Plaintiff. Plaintiff immediately covered herself  
10 with a sheet.

11 34. After Brandon put his shorts back on, he gave JANE DOE #1 (N.K.) a towel and  
12 told her, "to wipe [herself] down." He then left the room. Plaintiff was traumatized. She was  
13 so frightened as to what to do next. She knew, as is common practice for massage therapists  
14 following a massage service, Brandon would be standing outside the door with a glass of water.  
15 When she regained enough composure to leave the room, Brandon was right outside the door,  
16 and asked Plaintiff, "Are you feeling better?" Plaintiff responded that she had to go to the  
17 restroom, trying her best to get away from Brandon as quickly as she could. Plaintiff then went  
18 straight to the front desk, paid for her service, and went home.

19 35. Subsequently, JANE DOE #1 (N.K.) called Massage Envy – Burlingame and  
20 reported the sexual assault to the acting manager. The acting manager told Plaintiff that  
21 Massage Envy – Burlingame's actual manager would call Plaintiff within twenty-four hours.  
22 The actual manager, named Priscilla, later called Plaintiff. Plaintiff described the entire  
23 incident, including every detail. Priscilla then explained to Plaintiff that she would repeat  
24 Plaintiff's incident to the owner of Massage Envy – Burlingame, ANGELINE, and they will  
25 decide whether to contact the police. About two days after Plaintiff's call with Priscilla, the  
26 owner of the Massage Envy – Burlingame, ANGELINE called Plaintiff. Plaintiff was forced to  
27 retell her horrifying experience once more. ANGELINE informed Plaintiff that she had hired

1 Brandon. She also told Plaintiff that she had taken Brandon's statement, and he denied  
2 Plaintiff's allegations entirely. ANGELINE told Plaintiff that, "their stories did not match up"  
3 and that she would not fire Brandon.

4 **JANE DOE #2 (L.T.)**

5 36. At all times relevant "Johnny" (last name presently unknown) was a male  
6 massage therapist in training, interning at Massage Envy – West Covina to retain massage  
7 therapy practice credit hours to get his California massage therapy certification and/or license.

8 37. On information and belief, MEF, JDSME, and LEOCADIA, hire unlicensed  
9 massage therapists in training to practice massage therapy at Massage Envy franchises,  
10 including Massage Envy – West Covina, to earn required credit hours as to become a certified  
11 and licensed California massage therapist.

12 38. On information and belief, MEF, JDSME, and LEOCADIA hired Johnny as an  
13 unlicensed massage therapist in training to practice massage therapy on Massage Envy – West  
14 Covina customers to earn massage therapy school credit hours in order to become a California  
15 certified and licensed massage therapist.

16 39. On information and belief, in July 2016, Johnny was a massage therapist student  
17 at a local school that MEF contracts with to train and hire new massage therapists.

18 40. In or around July 2016, Plaintiff was a hired massage therapist at Massage Envy  
19 – West Covina.

20 41. On information and belief, it is the customary practice of MEF and Massage  
21 Envy – West Covina to encourage its massage therapists in training, including Johnny, to  
22 practice massage therapy services on their co-workers.

23 42. On July 17, 2016, Plaintiff was an employee of Defendants, working as a  
24 massage therapist at Massage Envy – West Covina.

25 43. Prior to July 17, 2016, Johnny had performed two practice massages on Plaintiff  
26 in a professional manner and without incident.

27 44. On July 17, 2016, after Plaintiff was finished with her shift after her last client of

1 the day had cancelled her appointment, Plaintiff asked Johnny if he would like to practice and  
2 perform another massage on Plaintiff. Johnny agreed. At this point, Plaintiff was no longer  
3 acting as a Massage Envy employee, and was instead a Massage Envy customer. Plaintiff then  
4 walked into a massage room and completely undressed while Johnny waited outside. Once  
5 Plaintiff was face down and draped with a sheet, Johnny came back in the room to begin the  
6 massage.

7 45. Johnny pulled the sheet off Plaintiff's back and began the massage. Without  
8 Plaintiff's consent, Johnny immediately began touching Plaintiff in a very inappropriate and  
9 sexual fashion, not in a way expected during a professional massage. Johnny was breathing in a  
10 very sexual and intense manner. This improper conduct made Plaintiff extremely  
11 uncomfortable.

12 46. Johnny then began working on Plaintiff's hands, starting with her right hand.  
13 Plaintiff then felt something poking her right hand, soon realizing it was Johnny's erect penis.  
14 Johnny then moved to Plaintiff's left hand and again put his erect penis on Plaintiff's hand.  
15 Plaintiff was frozen in shock and fear.

16 47. Frightened as to how Johnny might react if Plaintiff confronted him or abruptly  
17 left the room, Plaintiff stayed petrified on the massage table face down. Plaintiff then heard  
18 Johnny taking his pants off. Johnny proceeded to make Plaintiff touch Johnny's naked body.  
19 He then began using Plaintiff's hand to masturbate. Johnny did this with both Plaintiff's left  
20 and right hands. After Johnny stopped using Plaintiff's hands to masturbate, Johnny began  
21 masturbating himself while he continued to improperly touch and massage Plaintiff with one  
22 hand.

23 48. Plaintiff was devastated by what was going on. After a few minutes, Johnny left  
24 the room without saying anything to Plaintiff. Plaintiff immediately got off the table and  
25 redressed herself. Plaintiff left the room in a hurry. She passed by the employee break room,  
26 where Johnny looked at her with an eerie smile that communicated his feeling of satisfaction.  
27 Plaintiff then ran to the bathroom, vomited and immediately went home.

1           49.     On or about July 19, 2016, Plaintiff reported the incident with Johnny to her  
2 manager, Suzanne Salem. Plaintiff told Ms. Salem every detail of the inappropriate massage.  
3 Ms. Salem consoled Plaintiff and told her that she would never see Johnny again and that she  
4 would also be reporting this incident to Johnny's school. Plaintiff also put this report in writing  
5 and provided it to Ms. Salem.

6           50.     On information and belief, after speaking with Ms. Salem, Defendants and  
7 Massage Envy – West Covina took no action in relation to Johnny and his sexual misconduct  
8 upon Plaintiff.

9           51.     As a result of this incident, Plaintiff has suffered, and continues to suffer severe  
10 and prolonged emotional distress. The incident affected Plaintiff's psyche so negatively that  
11 she was unable to go to work and was ultimately fired.

12                           **JANE DOE #3 (J.V.)**

13           52.     At all times relevant hereto, a male massage therapist (first and last name  
14 presently unknown) working at Massage Envy – Redondo Beach was assigned to massage  
15 JANE DOE #3 (J.V.) on the date at issue, and was assigned to give massages to multiple female  
16 customers in his capacity as an employee and/or agent of MEF and DOES 1-5.

17           53.     On January 31, 2017, JANE DOE #3 (J.V.) went to Massage Envy – Redondo  
18 Beach for a massage, where she had been numerous times before without incident. Plaintiff had  
19 a membership with Massage Envy – Redondo Beach for two years. All of her previous  
20 massages were without incident.

21           54.     On January 31, 2017, Plaintiff went to Massage Envy – Redondo Beach because  
22 her back was tight from caring for her newborn baby. Plaintiff walked into a massage room and  
23 undressed, except for her underwear. Once Plaintiff was face down and draped with a sheet, the  
24 massage therapist came into the room to begin the massage.

25           55.     The massage therapist pulled the sheet off Plaintiff's back and began the  
26 massage. Plaintiff, tired from caring for a newborn baby, nodded off to sleep briefly and then  
27 woke up. This happened a couple of times. The massage therapist folded the sheet triangularly

1 exposing Plaintiff's legs and underwear. Plaintiff fell back asleep. Plaintiff awoke feeling the  
2 massage therapist's thumbs moving toward her vaginal area. The massage therapist then began  
3 massaging down Plaintiff's legs, and Plaintiff fell back asleep.

4 56. Plaintiff awoke and discovered both of the massage therapist's hands inside her  
5 underwear groping and rubbing her vagina and clitoris. The massage therapist quickly removed  
6 his hands from inside her underwear. Plaintiff was in total shock and tried to use "small talk" as  
7 a defensive mechanism, hoping the massage therapist would stop his inappropriate touching.  
8 The massage ended soon thereafter.

9 **JANE DOE #4 (K.M.)**

10 57. At all times relevant hereto, "Punay" or "Punah" (last name presently unknown)  
11 was a male massage therapist working at Massage Envy – Beverly Hills who was assigned to  
12 massage JANE DOE #4 (K.M.) on the date at issue, and was assigned to give massages to  
13 multiple female customers in his capacity as an employee and/or agent of MEF and DOES 6-10.

14 58. JANE DOE #4 (K.M.) had a membership with Massage Envy – Beverly Hills for  
15 approximately eight months.

16 59. On June 14, 2018, Plaintiff walked into a massage room and undressed. She was  
17 wearing a solid white body suit, similar to a leotard, which she rolled down to her waist. Once  
18 Plaintiff was face down and draped with a sheet, the massage therapist came into the room to  
19 begin the massage.

20 60. During the massage, while Plaintiff was lying on her stomach, the massage  
21 therapist put his hands between Plaintiff's legs. He began rubbing between Plaintiff's right leg  
22 and labia, spending an abnormal amount of time in the area, and almost penetrating her vagina.  
23 Plaintiff was in total shock. The massage therapist began rubbing between Plaintiff's left leg  
24 and labia, getting even closer to penetrating her vagina. The massage therapist then began  
25 rubbing near Plaintiff's vagina, telling her, "I feel this real connection to you." The massage  
26 therapist had his phone out causing Plaintiff to fear that he was taking pictures, recording her, or  
27 watching pornography at the time.

1           61.     The massage therapist told Plaintiff to turn onto her back. When Plaintiff went  
2 to turn over, the massage therapist lifted up the sheet so he could see her bare breasts. The  
3 massage therapist proceeded to immediately grope and massage Plaintiff's breast. He then  
4 massaged her stomach for a few seconds, before starting to rub Plaintiff's vagina. Plaintiff  
5 kicked her leg hoping the massage therapist would stop his inappropriate touching. The  
6 massage therapist stopped, only to move to Plaintiff's other side and start rubbing her vagina  
7 again. Plaintiff was frozen with fear. When the massage therapist finally finished, Plaintiff  
8 quickly left Massage Envy – Beverly Hills.

9           62.     JANE DOE #4 (K.M.) called Massage Envy – Beverly Hills later that night and  
10 reported the assault.

11                               **JANE DOE #5 (J.M.)**

12           63.     At all times relevant hereto, Carlos Ocampo was a male massage therapist  
13 working at Massage Envy – Elk Grove who was assigned to massage JANE DOE #5 (J.M.) on  
14 the date at issue, and was assigned to give massages to multiple female customers in his  
15 capacity as an employee and/or agent of MEF and R & S.

16           64.     On January 13, 2016, JANE DOE #5 (J.M.) went to Massage Envy – Elk Grove  
17 for a massage with a sugar foot scrub enhanced therapy. She had been to Massage Envy – Elk  
18 Grove numerous times before without incident, but had never had Ocampo as her massage  
19 therapist.

20           65.     Plaintiff undressed, laid face-down on the massage table, and covered herself  
21 with a sheet. Ocampo entered the room and began the massage. Ocampo massaged Plaintiff's  
22 neck, shoulders, and back before having Plaintiff turn over onto her back. Ocampo pulled the  
23 sheet up from Plaintiff's feet to perform the foot scrub. After he finished the foot scrub,  
24 Ocampo yanked the sheet back down over Plaintiff's feet, exposing Plaintiff's bare breasts.  
25 Plaintiff quickly pulled the sheet back up to cover her breasts.

26           66.     On January 16, 2016, Plaintiff completed an inMoment online survey regarding  
27 the Massage Envy services on January 13, 2016. Plaintiff reported that Ocampo "pulled the

1 sheet down too far and exposed my breasts. In all of my years of getting massages here and  
2 other places, I have NEVER had a therapist pull the sheet down too far.” Plaintiff said, “never  
3 give me Carlos as a therapist again. and do a better job screening male masseurs to make sure  
4 they are behaving appropriately with female clients.” She urged “take my comments seriously  
5 and follow up with Carlos’ female clients.”

6 67. On January 18, 2016, an employee of Massage Envy – Elk Grove received  
7 Plaintiff’s online complaint and began an investigation. That same day, Ocampo was notified  
8 that he was on administrative leave until further notice. The Massage Envy – Elk Grove  
9 employee called Plaintiff and discussed the incident with her. Plaintiff reported that Ocampo  
10 exposed “the entire area” of her breasts by pulling the sheet down with “an intentional yank,” it  
11 was not accidental.

12 68. On January 20, 2016, Ocampo went to Massage Envy – Elk Grove to be  
13 interviewed about the incident. Ocampo was asked to describe Plaintiff’s massage. Ocampo  
14 admitted to “yanking” the sheet down after completing the foot scrub, but did not say it resulted  
15 in exposing Plaintiff’s breasts. Ocampo was asked if anything “abnormal” happened during the  
16 massage. According to the interviewer’s notes, “Other than her not being excited, he didn’t feel  
17 anything was abnormal and that the room was pretty dark so he couldn’t really see if anything  
18 happened abnormal.” When asked about the size of Plaintiff’s breasts, the interviewer  
19 documented Ocampo’s response as follows, “he replied ‘She had large breasts’ – his facial  
20 expression at that point became very serious as opposed to the relaxed demeanor prior – like he  
21 knew exactly the size of her breast, whereas in earlier reference to her appearance he wasn’t as  
22 adamant about the characteristics.” Ocampo again stated that he could not think of anything  
23 that could have been perceived as abnormal. When Ocampo was told that Plaintiff complained  
24 that Ocampo exposed her breasts, the interviewer noted, “[Ocampo] did not seem shocked or  
25 concerned [sic] at all. There was no change in his body language.” The interviewer told  
26 Ocampo that Massage Envy – Elk Grove would take time to determine the resolution, but to call  
27 with any changes to his story. Ocampo first stated, “yeah, I can’t think of anything...,” but then

1 continued to say "Now that I think about it, I guess her breast could have been exposed when I  
2 did the sugar foot scrub but it couldn't have been the entire breast."

3 69. On January 25, 2016, Massage Envy – Elk Grove terminated Ocampo's  
4 employment.

5 70. Ocampo's sexual misconduct against JANE DOE #5 (J.M.) on January 13, 2016,  
6 was not the first time Massage Envy received complaints about Ocampo's sexual misconduct at  
7 Massage Envy – Elk Grove. On January 5, 2016, another Massage Envy – Elk Grove customer  
8 emailed a complaint about Ocampo to the Massage Envy corporate office. The customer  
9 reported that Ocampo, among other things, repeatedly touched the sides of her breasts, pressed  
10 down on her buttocks cheeks and spread them apart, touched the side of her vagina, moved his  
11 hand up and down over her entire vagina, and cupped his hand over her vagina as he moved it in  
12 an up and down motion. On January 12, 2016, after the customer did not receive a response  
13 from Massage Envy, she filed a complaint about Ocampo with the California Massage Therapy  
14 Council.

15 **ALL DEFENDANTS**

16 71. At all times relevant hereto, Defendants MEF, ME TIME, ANGELINE, JDSME,  
17 LEOCADIA, R & S, and DOES 1-40 authorized and/or entrusted the massage therapists to have  
18 skin-to-skin contact with female customers and to be alone with them while the customers were  
19 undressed and in a vulnerable position. The massage therapists were aided in their commission  
20 of the sexual misconduct described more fully above and below by virtue of their duties as  
21 massage therapists because JANE DOE #1 (N.K.) through JANE DOE #5 (J.M.) were already  
22 undressed in a private room in a vulnerable position per the protocol of massage clients at  
23 Massage Envy franchises.

24 72. The sexual misconduct described herein occurred on a massage table, on the  
25 premises operated and/or controlled by Defendants. The improper touching and harassment of  
26 Plaintiffs occurred during normal business hours of the Massage Envy locations, and occurred  
27 in the course and scope of the performance of duties of massage therapists while they were



1 making skin-to-skin contact with female customers' bodies, including JANE DOE #1 (N.K.)  
2 through JANE DOE #5 (J.M.).

3 73. At all times relevant herein, the massage therapists were employees, agents,  
4 and/or servants of Defendants. Defendants are liable for the harm to Plaintiffs resulting from  
5 the conduct of their employees, agents and/or servants' conduct because Defendants knew or  
6 should have known their massage therapists' unfitness and propensities prior to the assaults on  
7 Plaintiffs and at the time of their hire. Defendants are liable for the acts and omissions of the  
8 massage therapists and other employees at the Massage Envy locations under the theories of  
9 respondeat superior, vicarious liability, master-servant, agency, and right of control. Upon  
10 information and belief, Defendants failed to conduct any criminal background check or any  
11 reference check in making the determination to hire the massage therapists. Upon information  
12 and belief, long before these incidents, Defendants knew or should have known that the  
13 massage therapists had the propensity to act in a sexually inappropriate manner towards many  
14 other women at the Massage Envy locations.

15 74. The massage therapists engaged in unpermitted, harmful and offensive touching  
16 and contact upon the person of JANE DOE #1 (N.K.) through JANE DOE #5 (J.M.) in violation  
17 of California law. Said conduct was undertaken while the massage therapists were employees  
18 and agents of Defendants, while in the course and scope of employment with said Defendants,  
19 and/or was ratified by said Defendants. Incidents of sexual misconduct by massage therapists in  
20 Massage Envy's service or employment were neither isolated nor unusual. For years,  
21 Defendants failed to reprimand, punish, report, or otherwise sanction massage therapists, which  
22 it knew or had reason to know were sexual predators and/or mentally ill.

23 75. Defendants' failure to take appropriate action against the massage therapists  
24 following their inappropriate sexual behavior toward JANE DOE #1 (N.K.) through JANE DOE  
25 #5 (J.M.) thereby ratified the actions of the massage therapists, giving them access to further  
26 sexually assault other female customers in the future. By not terminating the massage  
27 therapists' employment, Defendants approved, aided and abetted, adopted, and ratified their

1 improper touching. No one from Defendants reported the improper touching to law  
2 enforcement or any governmental licensing or regulatory agency, or anyone for that matter.

3 76. Defendants owed a duty to female customers, including JANE DOE #1 (N.K.)  
4 through JANE DOE #5 (J.M.), to provide a reasonably safe environment for them, to ensure  
5 their safety, and to provide reasonably necessary supervision and oversight for their safety and  
6 welfare while at Massage Envy franchise locations, including Massage Envy – Burlingame,  
7 West Covina, Redondo Beach, Beverly Hills, and Elk Grove. Defendants failed to fulfill their  
8 legal duty to provide a reasonably safe environment for female customers at Massage Envy  
9 franchise locations.

10 77. Defendants had a duty to take reasonable steps to ensure that massage therapists  
11 at Massage Envy franchise locations were psychologically fit to provide massage therapy  
12 services to female customers at their franchise locations. Defendants failed to fulfill their legal  
13 duty to ensure that massage therapists were psychologically fit to provide massage therapy  
14 services to female customers at their franchise locations.

15 78. To the contrary, Defendants hired, retained, transferred and/or re-hired  
16 individuals who it knew and/or had reason to know were sexual predators, including, but not  
17 limited to their massage therapists. As a result, massage therapists at Massage Envy franchise  
18 locations have sexually assaulted numerous women nationwide. Defendants have willfully  
19 failed to report these assaults to police or to other public authorities including, but not limited  
20 to, assaults pertaining to JANE DOE #1 (N.K.) through JANE DOE #5 (J.M.).

21 79. As a result of Defendants' negligent, careless, and reckless acts and omissions,  
22 numerous women, including JANE DOE #1 (N.K.) through JANE DOE #5 (J.M.), were  
23 improperly touched by depraved predators, who exploited their position as massage therapists to  
24 violate innocent and unsuspecting women. Defendants failed to take reasonable steps to ensure  
25 that massage therapists at Massage Envy franchise locations were psychologically fit to provide  
26 massage therapy services to unsuspecting, vulnerable female customers. As a direct result of  
27 Defendants' tortious acts and omissions, Plaintiffs suffered severe emotional distress.

1 Defendants knowingly permitted massage therapists to be employed, retained, rehired, and/or  
2 assigned who they knew and/or had reason to know, were psychologically unfit to provide  
3 massage therapy services to unsuspecting, vulnerable female customers. As a direct result of  
4 Defendants' acts, Plaintiffs suffered severe physical injuries and emotional distress. Defendants  
5 employed, retained, transferred, re-hired and/or assigned massage therapists who it knew or  
6 should have known were sexual predators and/or mentally ill.

7 80. Defendants failed to take reasonable steps to ensure that massage therapists at  
8 Massage Envy franchise locations were psychologically fit to provide massage therapy services  
9 to unsuspecting, vulnerable female customers. These failures included the following:

- 10 a. Failure to investigate the backgrounds of massage therapists in the  
11 employ or service of the Defendants;
- 12 b. Failure to prohibit, restrict, or limit the activities of massage therapists  
13 suspected of sexual misconduct and/or those known to be sexual  
14 predators;
- 15 c. Failure to reasonably and properly investigate allegations of sexual  
16 misconduct;
- 17 d. Failure to properly train and instruct investigators;
- 18 e. Failure to have in place, standards of acceptable and unacceptable  
19 conduct;
- 20 f. Failure to formulate, effectuate and enforce policies to prevent and/or  
21 minimize the risk of sexual misconduct to female customers by agents,  
22 servants, and/or employees of the Defendants;
- 23 g. Failure to designate competent investigators to evaluate complaints of  
24 sexual misconduct;
- 25 h. Failure to have in place standards for reporting acts of sexual misconduct  
26 to law enforcement authorities;
- 27 i. Failure to have in place standards for reporting acts of sexual misconduct

1 to public officials and/or state massage therapy boards; and

- 2 j. Failure to warn customers regarding the danger of sexual assaults by  
3 massage therapists at franchise locations.

4 81. Defendants had a duty to take reasonable steps to ensure that massage therapists,  
5 whose duties placed them in close proximity to unsuspecting female customers, were  
6 psychologically fit to perform those duties without jeopardizing the safety of said women.  
7 Defendants had a duty to take reasonable steps to supervise the actions of their massage  
8 therapists while providing services to female customers at Massage Envy franchises, especially  
9 considering their knowledge of sexual assaults at franchise locations occurring at an  
10 “enormous” number.

11 82. Defendants failed to take reasonable steps to ensure that massage therapists were  
12 psychologically fit to provide massage therapy services to female customers at Massage Envy  
13 franchise locations, after the Defendants knew, and/or should have known, of the dangers posed  
14 by massage therapists. As a direct result of the Defendants’ acts and/or omissions, Plaintiffs  
15 suffered severe emotional distress. Defendants employed, retained, transferred, re-hired and/or  
16 assigned massage therapists who it knew and/or had reason to know were psychologically unfit  
17 to provide massage therapy services to unsuspecting, innocent female customers. Defendants  
18 employed, retained, transferred, re-hired and/or assigned massage therapists who it knew and/or  
19 had reason to know or should have known were sexual predators and/or mentally ill.

20 83. Defendants’ wrongdoing, however, did not stop there. Defendants employed  
21 deliberate strategies to conceal known sexual misconduct by massage therapists in the employ  
22 or service of Defendants. These strategies included the following:

- 23 a. Conducting sham investigations which were designed to avoid  
24 establishing culpability of massage therapists accused of sexual  
25 misconduct;  
26 b. Failing to interview witnesses or persons who possessed, or may have  
27 possessed, information which might tend to establish the guilt of an

1 accused massage therapist;

2 c. Routinely transferring, assigning and/or re-hiring massage therapists

3 suspected of improperly touching female customers to and/or at other

4 Massage Envy locations;

5 d. Purposefully failing to inform customers of the acts of sexual misconduct

6 and/or allegations of same, despite circumstances which gave rise to a

7 duty to disclose such information and in fact, recommending massage

8 therapists who were known to have improperly touched female

9 customers;

10 e. Knowingly harboring sexual predators that were suspected and/or

11 accused of sexual misconduct;

12 f. Purposefully refusing to notify law enforcement and/or state massage

13 therapy board officials when there existed reasonable grounds to believe

14 that a massage therapist had engaged in improper sexual conduct with a

15 female customer; and

16 g. Directing local franchisees not to report allegations of sexual abuse.

17 84. Defendants outrageously employed these strategies knowing that they exposed

18 female customers, including Plaintiffs, to a significant risk of serious physical and

19 psychological harm, including a significant risk of improper touching. Defendants' actions

20 were willful, malicious, wanton, outrageous, abhorrent, abominable, revolting, vile, and

21 unconscionable because Defendants were motivated by a desire to protect themselves at the

22 expense of female customers who would foreseeably be improperly touched. Through the

23 negligent hiring and supervision by Defendants, the massage therapists' unfitness and

24 dangerous propensities proximately caused the resulting injuries to Plaintiffs. Defendants

25 breached their duty of reasonable care in hiring the massage therapists because of the sensitive

26 nature of the employment, which predictably involved a close degree of contact with vulnerable

27 persons such as Plaintiffs.

1           85. Defendants were willful, wanton, reckless, negligent in overseeing and  
2 supervising and grossly negligent as a result of its employee, agent and/or servant's acts as  
3 follows:

- 4           a. In failing to supervise and control massage therapist employees;
- 5           b. In negligently supervising massage therapists' interaction with the  
6 patrons of the Defendants;
- 7           c. In failing to use reasonable measures to ensure the safety of patrons of  
8 Defendants and to prevent massage therapists from improperly touching  
9 customers of Defendants;
- 10          d. In failing to provide adequate supervision of massage therapists;
- 11          e. In failing to make themselves aware of the ongoing activity of the patrons  
12 of Defendants and/or massage therapists;
- 13          f. In failing to take the usual and ordinary means by which the safety of the  
14 patrons of Defendants would be ensured;
- 15          g. In failing to use ordinary skill and care to protect Plaintiffs, which  
16 Defendants undertook to perform;
- 17          h. In failing to ensure that Plaintiffs would not be injured by massage  
18 therapists;
- 19          i. In failing to follow up and investigate complaints made regarding  
20 massage therapists by patrons; and
- 21          j. In such other ways as will become evident during discovery.

22          86. Defendants then became directly liable because they approved, aided and  
23 abetted, adopted, and ratified the massage therapists' improper touching of Plaintiffs.  
24 Defendants' knowing acquiescence and silence with respect to the known, or reasonably  
25 knowable, activities of massage therapists constituted a course of conduct through which acts of  
26 sexual perversion and the violation of Massage Envy customers, including Plaintiffs, were  
27 condoned, approved and effectively authorized. Through Defendants' failure to timely

1 reprimand and sanction the acts referenced herein, and for all of the other reasons set forth in  
2 this Complaint including, without limitation, its failure to take the steps necessary to prevent the  
3 occurrence of such reprehensible acts the Defendants ratified said actions and, accordingly, are  
4 vicariously liable for the actions of the massage therapists.

5 87. As a direct and proximate result of the foregoing, Plaintiffs have suffered, and  
6 continue to suffer, severe emotional distress. Plaintiffs have suffered and continue to suffer  
7 great pain of mind and body, shock, emotional distress, physical manifestations of emotional  
8 distress, embarrassment, loss of self-esteem, disgrace, humiliation and loss of enjoyment of life;  
9 were prevented and will continue to be prevented from performing Plaintiffs' daily activities  
10 and obtaining the full enjoyment of life; and/or have suffered a loss of income and/or loss of  
11 earning capacity and incurred and will continue to incur expenses for medical and psychological  
12 treatment, therapy and counseling.

13 88. Defendants and each of them, engaged in the conduct alleged herein with malice,  
14 oppression, and fraud. The conduct of Defendants, and each of them, was despicable and was  
15 done with a willful and knowing disregard of the rights or safety of Plaintiffs and other female  
16 customers. Defendants, and each of them, knew that the massage therapists had a propensity to  
17 improperly touch female customers and were aware of the probable dangerous consequences of  
18 allowing them to continue massages for female customers, yet they continued to pay the  
19 massage therapists to work with physical access to more unsuspecting female victims, including  
20 Plaintiffs. Defendants' conduct was despicable and subjected Plaintiffs to cruel and unjust  
21 hardship in knowing disregard of their rights. Their conduct was so vile, base, and contemptible  
22 that it would be looked down on and despised by reasonable people. Defendants intentionally  
23 concealed the massage therapists' dangerous propensities from Plaintiffs with reckless  
24 indifference toward Plaintiffs' health, safety, and emotional well-being. Defendants' conduct  
25 alleged herein is outrageous and so extreme that it goes beyond all possible bounds of decency.  
26 A reasonable person would regard the conduct of Defendants as intolerable in a civilized  
27 community.

1 **FIRST CAUSE OF ACTION**

2 **Negligence**

3 **(On Behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All**  
4 **Defendants)**

5 89. Plaintiffs incorporate herein by reference, as though set forth in full, all  
6 proceeding Paragraphs of this Complaint.

7 90. At all times herein mentioned, Defendants, and each of them, provided massage  
8 services.

9 91. Prior to the incidents, Defendants, and each of them, expressly and implicitly  
10 warranted to Plaintiffs that Defendants were competent, and that they possessed and exercised  
11 reasonable care and skill in providing massages without physically or emotionally harming  
12 customers such as Plaintiffs.

13 92. At all relevant times herein the massage therapists, while in the course and scope  
14 of their employment with Defendants, intended to cause harmful or offensive contact with  
15 intimate parts of Plaintiffs, and sexually offensive contact with Plaintiffs directly and indirectly  
16 resulted therefrom.

17 93. At all relevant times herein, the massage therapists, while in the course and  
18 scope of their employment with Defendants, acted to cause Plaintiffs to be in imminent  
19 apprehension of sexually offensive contact, and sexually offensive contact with Plaintiffs  
20 directly and indirectly resulted therefrom.

21 94. Defendants owed to the public in general, and to Plaintiffs in particular, a duty to  
22 reasonably identify, remove, and/or report to law enforcement authorities and/or to government  
23 agencies individuals who it knew, or should have known, were sexual predators in its service  
24 and employ. Defendants owed to the public in general, and to Plaintiffs in particular, a duty to  
25 reasonably supervise and/or monitor individuals who it knew, or should have known, were  
26 sexual predators in its service and employ. Defendants owed to Plaintiffs a duty to control the  
27 acts of their agents, servants, and/or employees.



1           95.     The acts and omissions of Defendants complained of herein constitute negligent  
2 and reckless hiring, training, supervision, and retention of the massage therapists. It was  
3 foreseeable that if Defendants did not adequately exercise or provide the duty of care owed to  
4 female customers in their care, including, but not limited to Plaintiffs, they would be vulnerable  
5 to sexual misconduct by massage therapists. Defendants also negligently and improperly failed  
6 to exercise the minimal and reasonable care by failing to warn Plaintiffs about the massage  
7 therapists' known history and propensity to improperly touch women, and by permitting and  
8 encouraging the massage therapists to have physical access to Plaintiffs' bodies on the premises  
9 of Defendants. Based on the acts alleged above, Defendants knew, or should have known, that  
10 their failure to exercise due care toward Plaintiffs would, and did, cause Plaintiffs severe  
11 emotional distress.

12           96.     Despite actual knowledge of multiple instances in which sexual predators were  
13 employed, transferred, re-hired and/or assigned to positions within Massage Envy franchise  
14 locations and despite the foreseeable risk that said sexual predators would engage in repeated  
15 acts of sexual misconduct, Defendants did not have in place or failed to enforce adequate,  
16 reasonable, and necessary rules, regulations, policies, and procedures which could effectively  
17 identify, and deal with sexual predators. Defendants did not have in place adequate, reasonable,  
18 and necessary rules, regulations, policies, and procedures for the removal of sexual predators in  
19 the employ and/or service of Defendants. Defendants did not have in place adequate,  
20 reasonable, and necessary rules, regulations, policies, and procedures, which provided for the  
21 reporting to criminal authorities sexual predators in the employ and/or service of Defendants.  
22 Defendants did not have in place adequate, reasonable, and necessary rules, regulations,  
23 policies, and procedures, which provided for the reporting to state boards of massage therapy  
24 the presence of sexual predators in the employ and/or service of Defendants.

25           97.     Defendants failed to fulfill their legal duty to protect Plaintiffs and other female  
26 customers from the sexual misconduct of their massage therapists. Defendants failed to take  
27 reasonable steps to ensure that massage therapists at Massage Envy franchise locations were

1 psychologically fit to provide massage therapy services to female customers. These failures  
2 included the following: (a) failure to investigate the background of massage therapists in its  
3 employ or service; (b) failure to prohibit, restrict, or limit the activities of massage therapists  
4 suspected of sexual misconduct and/or those known to be sexual predators; (c) failure to  
5 reasonably and properly investigate allegations of sexual misconduct; (d) failure to properly  
6 train and instruct investigators; (e) failure to have in place standards of acceptable and  
7 unacceptable conduct; (f) failure to designate competent investigators to evaluate complaints of  
8 sexual misconduct; and (g) failure to have in place standards for reporting acts of sexual  
9 misconduct to law enforcement authorities and/or state boards of massage therapy.

10 98. Moreover, the negligent, reckless, outrageous, deliberately and recklessly  
11 indifferent and unlawful conduct of Defendants, as set forth above and herein, further consisted  
12 of: (a) permitting massage therapists to improperly touch female customers, including Plaintiffs;  
13 (b) permitting massage therapists to engage in sexual misconduct with female customers,  
14 including Plaintiffs, on the premises of Massage Envy franchise locations during operating  
15 hours; (d) failing to properly and adequately supervise and discipline their employees to prevent  
16 the improper touching that occurred to Plaintiffs; (e) failing to adopt, enforce and/or follow  
17 adequate policies and procedures for the protection and reasonable supervision of female  
18 customers who engaged the services of Defendants, including Plaintiffs, and, in the alternative,  
19 failing to implement and comply with such procedures which had been adopted; (f) failing to  
20 implement, enforce and/or follow adequate protective and supervisory measures for the  
21 protection of female customers, including Plaintiffs; (g) creating an environment that facilitated  
22 improper touching by massage therapists on Plaintiffs; (h) failing to adopt, enforce and/or  
23 follow policies and procedures to protect female customers against harmful contact by its  
24 massage therapists; (i) failing to warn Plaintiffs of the risk of harm posed by the massage  
25 therapists after Defendants knew or should have known of such risk; (j) failing to warn  
26 Plaintiffs of the risk of harm that Plaintiffs may suffer as a result of contact with the massage  
27 therapists; (k) failing to warn or otherwise make reasonably safe the property which Defendants

1 possessed and/or controlled, leading to the harm of Plaintiffs; (l) failing to adopt/implement  
2 and/or enforce policies and procedures for the reporting to law enforcement, state board of  
3 massage therapy and/or other authorities of sexual misconduct by massage therapists; (m)  
4 failing to report improper touching by massage therapists to authorities; (n) violating their own  
5 policies and/or by-laws regarding sexual misconduct by staff; (o) ignoring, concealing, or  
6 otherwise mitigating the seriousness of the known danger that the massage therapists posed; (p)  
7 failing to prevent the sexual misconduct that was committed by the massage therapists on  
8 Plaintiffs and other women they improperly touched; (q) allowing the massage therapists to  
9 remain employed after knowing that they improperly touched a female customer; (r) failing to  
10 properly supervise and/or discipline their employees; (s) failing to adequately and properly train  
11 their employees regarding sexual misconduct of female customers by massage therapists; and (t)  
12 negligently managing and/or operating Massage Envy franchise locations.

13         99. Defendants having advertised and promoted Massage Envy as having a “zero  
14 tolerance” policy relating to sexual misconduct by massage therapists, explicitly and/or  
15 implicitly represented to the public in general, and to Plaintiffs in particular, that the massage  
16 therapists in their employ and service were not only psychologically fit but were therapists who  
17 could be entrusted with the safety and well-being of female customers. Defendants made these  
18 explicit and implied representations knowing that they were false and/or having reason to  
19 believe that they were false, and with the expectation that they would be relied upon by female  
20 customers making decisions regarding their engagement of massage/spa services. Defendants  
21 did not have in place adequate, reasonable, and necessary rules, regulations, policies, and  
22 procedures with respect to the removal and/or supervision of individuals in its employ or service  
23 who were suspected of being sexual predators. Defendants failed to reasonably identify,  
24 remove, and/or report (to law enforcement authorities and/or to state massage therapy boards)  
25 sexual predators in their service and employ. Defendants failed to reasonably supervise and/or  
26 monitor individuals who it knew, or should have known, were sexual predators in their service  
27 and employ. Defendants negligently, carelessly, and/or intentionally failed to timely and

1 reasonably identify, remove, and/or report (to law enforcement authorities and/or to state boards  
2 of massage therapy) the massage therapists as sexual predators. Defendants hired, retained  
3 and/or assigned the massage therapists to Plaintiffs knowing or having reason to know that they  
4 were sexual predators. Defendants further breached their duty of care to Plaintiffs by failing to  
5 protect the Plaintiffs from foreseeable harm from the sexual misconduct of employees of  
6 Defendants. Defendants further breached their duty of care by failing to warn Plaintiffs of the  
7 propensities of the massage therapists and by failing to provide a safe and secure environment  
8 for Plaintiffs.

9 100. Defendants ratified the improper touching committed by the massage therapists  
10 by continuing to employ them as massage therapists and giving them access to touch the bodies  
11 of female customers including Plaintiffs, after having actual knowledge that the massage  
12 therapists had improperly touched prior customers.

13 101. Plaintiffs are informed and believe and thereon allege that they will continue to  
14 suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries  
15 alleged herein.

16 102. As a further proximate result, Plaintiffs have been damaged in that they have  
17 been required to expend money and incur obligations for medical services, drugs, and sundries  
18 reasonably required in the treatment and relief of the injuries alleged according to proof. As a  
19 further proximate result, Plaintiffs will continue to incur, medical and related expenses.

## 20 **SECOND CAUSE OF ACTION**

### 21 **Premises Liability**

22 **(On Behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All**  
23 **Defendants)**

24 103. Plaintiffs incorporate herein by reference, as though set forth in full, all  
25 preceding Paragraphs of this Complaint.

26 104. Defendants owned, occupied, managed, operated, controlled, leased or serviced  
27 the subject premises.

105. Defendants owed a duty to Plaintiffs to own, occupy, manage, operate, control, lease, or service the premises in a safe and prudent manner.

106. The acts and/or omissions of Defendants were a breach of the duties Defendants owed to Plaintiffs.

107. Plaintiffs are informed and believe and thereon allege that they will continue to suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries alleged herein.

108. As a further proximate result, Plaintiffs have been damaged in that they have been required to expend money and incur obligations for medical services, drugs, and sundries reasonably required in the treatment and relief of the injuries alleged according to proof. As a further proximate result, Plaintiffs will continue to incur, medical and related expenses.

### THIRD CAUSE OF ACTION

## Intentional Infliction of Emotional Distress

(On Behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All Defendants)

109. Plaintiffs incorporate herein by reference, as though set forth in full, all preceding Paragraphs of this Complaint.

110. As described above, without Plaintiffs' consent, Defendants' massage therapists engaged in unlawful, sexual misconduct against Plaintiffs.

111. Defendants allowed, adopted, approved, aided, abetted, and ratified the behavior of the massage therapists by allowing them to continue to work as massage therapists with physical access to female customers knowing that they had a history of sexual misconduct, including improperly touching and harassing female customers.

112. Plaintiffs are informed and believe and thereon allege that they will continue to suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries alleged herein.

113. As a further proximate result, Plaintiffs have been damaged in that they have

1 been required to expend money and incur obligations for medical services, drugs, and sundries  
2 reasonably required in the treatment and relief of the injuries alleged according to proof. As a  
3 further proximate result, Plaintiffs will continue to incur, medical and related expenses.

4 114. The acts of Defendants alleged above were willful, wanton, malicious,  
5 oppressive, fraudulent, despicable, and outrageous and justify the awarding of exemplary and  
6 punitive damages.

#### 7 **FOURTH CAUSE OF ACTION**

##### 8 **Sexual Battery**

9 **(On behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All**  
10 **Defendants)**

11 115. Plaintiffs incorporate herein by reference, as though set forth in full, all  
12 preceding Paragraphs of this Complaint.

13 116. As described above, the massage therapists, without Plaintiffs' consent, engaged  
14 in sexual misconduct against Plaintiffs, all with the intent of sexual arousal in violation of Civil  
15 Code § 1708.5 and Penal Code § 243.4(e)(1).

16 117. Defendants' conduct was a substantial factor in causing Plaintiffs' physical and  
17 emotional harm.

18 118. The massage therapists were still employed as massage therapists at Defendants.  
19 Defendants failed to adequately investigate and reprimand them. By allowing the massage  
20 therapists to continue working as massage therapists after each of the aforementioned incidents  
21 and failing to adequately investigate and reprimand them, Defendants approved, aided and  
22 abetted, adopted, and ratified the massage therapists' sexual misconduct.

23 119. Plaintiffs are informed and believe and thereon allege that they will continue to  
24 suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries  
25 alleged herein.

26 120. As a further proximate result, Plaintiffs have been damaged in that they have  
27 been required to expend money and incur obligations for medical services, drugs, and sundries

1 reasonably required in the treatment and relief of the injuries alleged according to proof. As a  
2 further proximate result, Plaintiffs will continue to incur, medical and related expenses.

3 121. Plaintiffs have also been required to expend attorney fees to pursue their rights  
4 under Civil Code § 1708.5, and request that they be awarded all attorney fees and costs  
5 reasonably required to pursue their claims pursuant to Civil Code § 1708.5.

6 **FIFTH CAUSE OF ACTION**

7 **GENDER VIOLENCE - Violation of California Civil Code § 52.4**

8 **(On Behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All**  
9 **Defendants)**

10 122. Plaintiffs incorporate herein by reference, as though set forth in full, all  
11 preceding Paragraphs of this Complaint.

12 123. Defendants adopted, approved, ratified, and aided and abetted the massage  
13 therapists' gender violence on Plaintiffs, which constituted criminal offenses under California  
14 law, including Penal Code § 243.4, sexual battery, which includes the use, attempted use, or  
15 threatened use of physical force against a person.

16 124. These crimes are at least in part based on the gender of Plaintiffs.

17 125. Defendants caused a physical intrusion or a physical invasion of a sexual nature  
18 under coercive conditions to Plaintiffs' persons in that Plaintiffs were improperly exposed and  
19 touched by the massage therapists, all without Plaintiffs' consent.

20 126. The acts of violence as alleged above were directed at Plaintiffs because they  
21 were women. These acts were intended to humiliate and degrade Plaintiffs because they were  
22 women. These acts robbed Plaintiffs of their dignity.

23 127. Plaintiffs are informed and believe and thereon allege that they will continue to  
24 suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries  
25 alleged herein.

26 128. As a further proximate result, Plaintiffs have been damaged in that they have  
27 been required to expend money and incur obligations for medical services, drugs, and sundries

1 reasonably required in the treatment and relief of the injuries alleged according to proof. As a  
2 further proximate result, Plaintiffs will continue to incur, medical and related expenses.

3 129. Defendants' aforementioned conduct was accomplished intentionally and/or  
4 recklessly with conscious disregard for Plaintiffs' health, safety, privacy, freedom, and human  
5 dignity. The aforementioned conduct was so outrageous in character and so extreme in degree  
6 as to go beyond all possible bounds of decency, and should be regarded as despicable, atrocious,  
7 and utterly intolerable in a civilized community. The acts of Defendants alleged above were  
8 willful, wanton, malicious, oppressive, fraudulent, despicable, and outrageous and justify the  
9 awarding of exemplary and punitive damages.

10 **SIXTH CAUSE OF ACTION**

11 **FREEDOM FROM VIOLENCE PURSUANT TO THE RALPH ACT –**

12 **Violation of California Civil Code §§ 51.7 and 52**

13 **(On Behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All**  
14 **Defendants)**

15 130. Plaintiffs incorporate herein by reference, as though set forth in full, all  
16 preceding Paragraphs of this Complaint.

17 131. Defendants subjected Plaintiffs to violence based on their sex, causing physical  
18 and psychological injuries to them. A motivating reason for their conduct was Plaintiffs' sex.

19 132. Plaintiffs are informed and believe and thereon allege that they will continue to  
20 suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries  
21 alleged herein.

22 133. As a further proximate result, Plaintiffs have been damaged in that they have  
23 been required to expend money and incur obligations for medical services, drugs, and sundries  
24 reasonably required in the treatment and relief of the injuries alleged according to proof. As a  
25 further proximate result, Plaintiffs will continue to incur, medical and related expenses.

26 134. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

27 135. As a result of the aforementioned conduct, Plaintiffs are entitled to a \$25,000.00



1 penalty and/or punitive damages for Defendants' conduct in violation of Civil Code § 51.7, as  
2 well as attorney's fees and costs pursuant to Civil Code § 52.

3 136. The aforementioned conduct was accomplished intentionally and/or recklessly  
4 with conscious disregard for said Plaintiffs' health, safety, privacy, freedom, and human  
5 dignity. Defendant's aforementioned conduct was so outrageous in character and so extreme in  
6 degree as to go beyond all possible bounds of decency, and should be regarded as despicable,  
7 atrocious, and utterly intolerable in a civilized community. The acts of Defendants alleged  
8 above were willful, wanton, malicious, oppressive, fraudulent, despicable, and outrageous and  
9 justify the awarding of exemplary and punitive damages.

10 **SEVENTH CAUSE OF ACTION**

11 **FALSE IMPRISONMENT**

12 **(On Behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All**  
13 **Defendants)**

14 137. Plaintiffs incorporate herein by reference, as though set forth in full, all  
15 preceding Paragraphs of this Complaint.

16 138. The massage therapists recklessly, negligently, and wrongly restrained, confined,  
17 and detained Plaintiffs by depriving them of their freedom of movement by use of physical  
18 force without Plaintiffs' consent.

19 139. The massage therapists were still employed as massage therapists at Defendants.  
20 Defendants failed to adequately investigate and reprimand the massage therapists. By allowing  
21 them to continue working as massage therapists after each of the aforementioned incidents and  
22 failing to adequately investigate and reprimand them, Defendants approved, aided and abetted,  
23 adopted, and ratified the massage therapists' false imprisonment of Plaintiffs.

24 140. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

25 141. Plaintiffs are informed and believe and thereon allege that they will continue to  
26 suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries  
27 alleged herein.

142. As a further proximate result, Plaintiffs have been damaged in that they have been required to expend money and incur obligations for medical services, drugs, and sundries reasonably required in the treatment and relief of the injuries alleged according to proof. As a further proximate result, Plaintiffs will continue to incur, medical and related expenses.

143. The acts of Defendants alleged above were willful, wanton, malicious, oppressive, fraudulent, despicable, and outrageous and justify the awarding of exemplary and punitive damages.

### EIGHTH CAUSE OF ACTION

## NEGLIGENT MISREPRESENTATION

**(On Behalf of Jane Doe #1 (N.K.) through Jane Doe #4 (K.M.) And Against All Defendants)**

144. Plaintiffs incorporate herein by reference, as though set forth in full, all preceding Paragraphs of this Complaint.

145. Defendants had no reasonable grounds for believing the false representations it made to Plaintiffs regarding safety and reliability of its services were true. Nevertheless, Defendants intended that customers, including Plaintiffs, rely on their representations in choosing Massage Envy over other massage therapy services and options.

146. Plaintiffs reasonably relied on Defendants' misrepresentations in obtaining massages at Massage Envy locations, and their reliance on Defendants' misrepresentations were a substantial factor in causing their harm. If Plaintiffs had known the facts Defendants concealed about their service, security screening, and massage therapists, they would not have accepted massages from the massage therapists. Defendants failed to provide Plaintiffs with safe massages.

## NINTH CAUSE OF ACTION

**FRAUD, INTENTIONAL MISREPRESENTATION, CONCEALMENT, FALSE PROMISE**

**(On Behalf of All Plaintiffs And Against All Defendants)**

1           147. Plaintiffs incorporate herein by reference, as though set forth in full, all  
2 preceding Paragraphs of this Complaint.

3           148. Defendants made false representations and false promises that harmed Plaintiffs.

4           149. Defendants falsely represented to Plaintiffs that they had a “zero tolerance”  
5 policy relating to sexual misconduct by massage therapists. Defendants falsely represented to  
6 Plaintiffs that the massage therapists in their employ and service were not only psychologically  
7 fit, but were therapists who could be entrusted with the safety and well-being of female  
8 customers. Defendants represented that their massage therapists were properly screened and  
9 were safe.

10           150. Defendants falsely represented to Plaintiffs that their massages were safe and  
11 that their massage therapists were safe.

12           151. Defendants knew these representations were false and intended for customers,  
13 like Plaintiffs, to rely on them.

14           152. Defendants knew that their security screening was deficient, that their  
15 background checks were below industry standards, and that their massage therapists were not  
16 trained or supervised, or given sexual harassment and abuse standards. Defendants knew that  
17 numerous women had been assaulted by massage therapists. Defendants knew that it was not  
18 safe for female customers to get massages from their massage therapists. Defendants  
19 intentionally concealed these facts, and deliberately represented the opposite – that Massage  
20 Envy had a “zero tolerance” policy relating to sexual misconduct and their massage therapists  
21 could be entrusted with customer safety.

22           153. Plaintiffs reasonably relied on Defendants’ misrepresentations in getting  
23 massages at Massage Envy locations, and their reliance on Defendants’ misrepresentations were  
24 a substantial factor in causing their harm. If Plaintiffs had known the facts Defendants  
25 concealed about their service, security screening, and massage therapists, they would never have  
26 accepted massages from the massage therapists. Defendants failed to provide Plaintiffs with  
27 safe massages.

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1 result in consumers agreeing to pay Defendants for massage services in violation of Civil Code  
2 § 1770.

3 163. Defendants knew and/or should have known that their concealment and/or  
4 omissions of material fact concerning their safety representations to consumers, including their  
5 screening of massage therapists, monitoring of massage therapists' conduct after hire, and safety  
6 during massages that were material and likely to mislead the public. Accordingly, Defendants'  
7 conduct alleged herein violates the CLRA, including Civil Code §§ 1770(a)(7) and (a)(9).

8 164. As a direct and proximate result of Defendants' conduct, as set forth herein,  
9 Defendants have received ill-gotten gains and profits. Therefore, Defendants have been  
10 unjustly enriched.

11 165. Plaintiffs will suffer irreparable harm unless Defendants' conduct is enjoined.

12 166. Pursuant to Civil Code §§ 1780(a) and (e), Plaintiffs seek an order enjoining  
13 Defendants' unlawful business practices alleged herein.

14 167. On July 17, 2018, Plaintiffs notified Defendants in writing that their conduct is in  
15 violation of the CLRA and demanded that Defendants remedy the violations. If after 30 days,  
16 Defendants have failed to remedy their violations, Plaintiffs will amend this Complaint to add  
17 claims for actual, punitive and statutory damages pursuant to the CLRA § 1782(2), including  
18 attorneys' fees and costs to the full extent allowed by law.

19 **ELVENTH CAUSE OF ACTION**

20 **CIVIL CONSPIRACY**

21 **(On Behalf of All Plaintiffs And Against All Defendants)**

22 168. Plaintiffs incorporate herein by reference, as though set forth in full, all  
23 preceding Paragraphs of this Complaint.

24 169. Plaintiffs are informed and believe and thereon allege that Defendants knowingly  
25 and willfully conspire and agree among themselves to misrepresent to Plaintiffs and all of  
26 Defendants' customers that there was a problem of women being sexually assaulted at their  
27 Massage Envy franchise locations by its massage therapists. This conspiracy continues to this

1 day.

2 170. MEF, other Defendants named herein, and other of MEF's franchisees conspired  
3 to keep the problem of woman being sexually assaulted at its franchise locations by massage  
4 therapists from Plaintiffs, and all of Defendants' customers. Instead of informing Plaintiffs and  
5 all of Defendants' customers about the problem of woman being sexually assaulted at its  
6 franchise locations by massage therapists, MEF, other Defendants named herein, and other of  
7 MEF's franchisees intentionally and falsely told Plaintiffs and all of Defendants' customers that  
8 safety is at the core of their company's mission, that it has a zero tolerance policy towards  
9 sexual assaults committed by their massage therapists, that they protect their customers, that  
10 they carefully select and thoroughly train their massage therapists, that they are dedicated to  
11 providing a comfortable and professional environment, that Plaintiffs and all of Defendants'  
12 customers can be confident they will have a positive experience, that they bring joy into  
13 Plaintiffs and all of Defendants' customers' lives, and that they make the best of everybody,  
14 among other intentionally false statements to Plaintiffs and all of Defendants' customers.

15 171. In furtherance of said conspiracy and agreement, Defendants engaged in  
16 fraudulent representations, omissions and concealment of facts, acts of cover-up and statements  
17 calculated to obtain Plaintiffs and all of Defendants' customers as massage customers in their  
18 Massage Envy franchise locations for the benefit of Defendants and as set forth in detail in the  
19 foregoing paragraphs, which are hereby incorporated herein as though set forth in full.

20 172. All of the actions of Defendants set forth in the preceding paragraphs,  
21 incorporated herein, were in violation of the rights of Plaintiffs and committed in furtherance of  
22 the aforementioned conspiracies and agreements. Moreover, each of the aforementioned  
23 Defendants lent aid and encouragement and knowingly financed, ratified and adopted the acts of  
24 the other. As a proximate result of the wrongful acts herein alleged, Plaintiffs and the class have  
25 suffered significant damage to be determined at trial.

26 173. These acts constituted malicious conduct which was carried on by said  
27 Defendants with willful and conscious disregard for Plaintiffs' rights with the intention of

1 willfully concealing the problem of woman being sexually assaulted at its franchise locations by  
2 massage therapists, and was despicable conduct that subjected Plaintiffs to a cruel and unjust  
3 hardship so as to justify an award of exemplary and punitive damages. Accordingly, punitive  
4 damages should be awarded against Defendants to punish them and deter them and other such  
5 persons from committing such wrongful and malicious acts in the future.

6 **TWELFTH CAUSE OF ACTION**

7 **UNFAIR & FRAUDULENT BUSINESS PRACTICES – Violation of Civil Code § 17200,**  
8 ***et seq.***

9 **(On Behalf of All Plaintiffs And Against All Defendants)**

10 174. Plaintiffs incorporate herein by reference, as though set forth in full, all  
11 preceding Paragraphs of this Complaint.

12 175. Defendants have engaged in and continue to engage in unlawful, fraudulent and  
13 unfair practices, which are substantially likely to mislead Plaintiffs and all of Defendants'  
14 customers, by representing intentionally misrepresenting that their Massage Envy franchise  
15 locations were safe from sexual assaults, when in fact they knew they were not and their  
16 statements were false.

17 176. Plaintiffs are informed and believe and thereon allege that Defendants' conduct  
18 resulted in profits and pecuniary gain received from Plaintiffs and all of Defendants' customers  
19 who contracted with Defendants and/or purchased massage services from Defendants.

20 177. The business acts and practices of Defendants are unlawful, unfair and deceptive  
21 within the meaning of the consumer protection statutes because, inter alia, Defendants engaged  
22 in fraud by intentionally misrepresenting that their Massage Envy franchise locations were safe  
23 from sexual assaults, when in fact they knew they were not and their statements were false.  
24 Further, Defendants have engaged in, and continue to engage in the following unlawful, unfair  
25 and/or fraudulent business practices in violation of Business and Professions Code § 17200:  
26 sexual battery in violation of Civil Code § 1708.5; gender violence in violation of Civil Code §  
27 52.4; Ralph Act sexual harassment in violation of the Civil Code § 51.7; civil conspiracy to

1 deprive Plaintiffs their civil rights based on sex; intentional infliction of emotional distress;  
2 negligence and negligent supervision and hiring; and fraud, concealment and misrepresentation.

3 178. As a direct and proximate result of Defendants' conduct, as set forth herein,  
4 Defendants have received ill-gotten gains and/or profits, including, but not limited to money.  
5 Therefore, Defendants were and are unjustly enriched. Pursuant to Business & Professions Code  
6 § 17203, Plaintiffs and the class request restitution and/or restitutionary disgorgement of all  
7 sums, including profits, obtained in violation of Business & Professions Code §§17200, et seq.

8 179. Plaintiffs seek injunctive relief, restitution and restitutionary disgorgement of ill-  
9 gotten gains from Defendants as specifically provided in Business & Professions Code § 17203.  
10 Plaintiffs seek injunctive relief, restitution and restitutionary disgorgement of the ill-gotten  
11 gains from Defendants.

12 180. Plaintiffs engaged counsel to prosecute this action.

13 181. Plaintiffs are informed and believes and based thereon alleges that Defendants'  
14 illegal acts as described above are a serious and continuing threat to Plaintiffs and the public. If  
15 Defendants are allowed to continue their unfair and unlawful acts, Plaintiffs and the public will  
16 suffer further immediate and irreparable injury, loss and damage. Plaintiffs are further informed  
17 and believes, and based thereon alleges, that, in the absence of a temporary restraining order and  
18 preliminary and permanent injunctions as prayed for below, Defendants will continue to  
19 unfairly and unlawfully compete.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them as  
22 follows as to each cause of action:

- 23 1. For general damages;
- 24 2. For special damages for medical, hospital, and incidental expenses;
- 25 3. For punitive damages/exemplary damages according to proof and pursuant to  
26 Civil Code § 1708.5(3)(b);
- 27



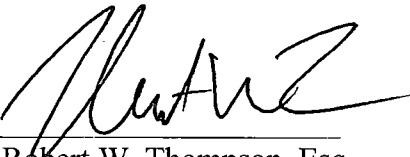
- 1           4.    For attorney fees and/or penalties pursuant to Civil Code §§ 1708.5(3)(b), and  
2                Civil Code §§ 51.7, 52, and 52.4, and Code of Civil Procedure § 1021.5;  
3           5.    For costs of suit herein incurred;  
4           6.    For injunctive relief pursuant to Civil Code §§ 1770 and 1780(a) and (e).  
5           7.    That the Court enter an order for restitution and/or restitutionary disgorgement of  
6 profits wrongfully obtained by the Defendants pursuant to Business and Professions Code §§  
7 17200, et seq.  
8           8.    For such other and further relief as the court may deem proper.

9                               **JURY DEMAND**

10           Plaintiffs hereby demand a trial by jury on all triable issues.

11           DATED: July 17, 2018

THOMPSON LAW OFFICES, P.C.

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14           By:   
15               Robert W. Thompson, Esq.  
16               Attorney for Plaintiffs  
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