

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Massage Envy Franchising, LLC; Me Time, Inc.; Angeline Sebastian-Stafford; (Additional Parties Attachment form is attached.)

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Jane Doe #1 (N.K.); Jane Doe #2 (L.T.); Jane Doe #3 (J.V.); Jane Doe #4 (K.M.); (Additional Parties Attachment form is attached.)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

San Mateo County Superior Court
400 County Center, Redwood City, CA 94063

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Robert W. Thompson, Esq., 700 Airport Blvd., Ste. 160, Burlingame, CA 94010, (650) 513-6111

DATE: September 28, 2018
(Fecha)

Clerk, by _____, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

SHORT TITLE:

Doe, et al. v. Massage Envy Franchising, LLC, et al.

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
 → If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☒ Plaintiff ☐ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

Additional Plaintiffs:

JANE DOE #5 (J.M.), JANE DOE #6 (L.S.); JANE DOE #7 (A.A.); JANE DOE #8 (L.K.); JANE DOE #9 (D.B.); JANE DOE #10 (G.T.); JANE DOE #11 (J.M.); JANE DOE #12 (L.K.); JANE DOE #13 (A.H.); JANE DOE #14 (N.P.); JANE DOE #15 (Y.B.); JANE DOE #16 (M.S.); JANE DOE #17 (E.S.); JANE DOE #18 (M.H.); JANE DOE #19 (M.G.); JANE DOE #20 (P.C.); JANE DOE #21 (D.G.); JANE DOE #22 (A.M.); JANE DOE #23 (C.H.); JANE DOE #24 (R.L.); JANE DOE #25 (M.M.); JANE DOE #26 (J.M.); JANE DOE #27 (V.S.); JANE DOE #28 (Z.B.); JANE DOE #29 (J.S); JANE DOE #30 (C.G.), and JANE DOE (B.R.)

Additional Defendants:

MASSAGE ENVY FRANCHISING, LLC; ME TIME, INC.; ANGELINE SEBASTIAN-STAFFORD; JDSME, INC.; LEOCADIA ELLEN SALAS; R & S BARNES ENTERPRISES, INC.; RAVELLO VENTURES, INC.; ERIKA RICE; MARY GUIDRY; SUSAN ANDRIACCHI; DAVID ESTEP; LAURIE VAQUEIRO; ANDY CHAN; KIMBERLY WHITE; JEFF OMDAHL; TODD RANDALL; SANJAY GOSWAMI; DYLAN DONATE; KEN GRAFFEO; YIM LI MURPHY; GREG SIEGER; BRAULIO CALLE; RODNEY YUEN; GARY REA; RME CLINICS, INC.; CHARLES GOODWIN; ROBERT PEREZ; and DOES 1-40, inclusive

Robert W. Thompson, Esq. (SBN: 250038)
THOMPSON LAW OFFICES, P.C.
700 Airport Blvd., Suite 160
Burlingame, CA 94010
Tel: (650) 513-6111 / Fax: (650) 513-6071

Brian D. Kent, Esq. (Pro Hac Vice Admission Pending)
LAFHEY, BUCCI & KENT, LLP
1435 Walnut Street, Suite 700
Philadelphia, PA 19102
Tel: (215) 399-9255 / Fax: (215) 241-8700

Elise R. Sanguinetti, Esq. (SBN:191389)
Jamie G. Goldstein, Esq. (SBN: 302479)
ARIAS, SANGUINETTI, WANG & TORRIJOS, LLP
2200 Powell Street, Suite 740
Emeryville, CA 94608
Tel: (510) 629-4877 / Fax: (510) 491-9742

Attorneys for Plaintiffs

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.);
JANE DOE #5 (J.M.); JANE DOE #6 (L.S.);
JANE DOE #7 (A.A.); JANE DOE #8 (L.K.);
JANE DOE #9 (D.B.); JANE DOE #10 (G.T.);
JANE DOE #11 (J.M.); JANE DOE #12
(L.K.); JANE DOE #13 (A.H.); JANE DOE
#14 (N.P.); JANE DOE #15 (Y.B.); JANE
DOE #16 (M.S.); JANE DOE #17 (E.S.);
JANE DOE #18 (M.H.); JANE DOE #19
(M.G.); JANE DOE #20 (P.C.); JANE DOE
#21 (D.G.); JANE DOE #22 (A.M.); JANE
DOE #23 (C.H.); JANE DOE #24 (R.L.);
JANE DOE #25 (M.M.); JANE DOE #26
(J.M.); JANE DOE #27 (V.S.); JANE DOE #28
(Z.B.); JANE DOE #29 (J.S.); JANE DOE #30
(C.G.), and JANE DOE (B.R.);

Plaintiffs,

Case No.: 18-CIV-03706

**SECOND AMENDED 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

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vs.

MASSAGE ENVY FRANCHISING, LLC; ME
TIME, INC.; ANGELINE SEBASTIAN-
STAFFORD; JDSME, INC.; LEOCADIA
ELLEN SALAS; R & S BARNES
ENTERPRISES, INC.; RAVELLO
VENTURES, INC.; ERIKA RICE; MARY
GUIDRY; SUSAN ANDRIACCHI; DAVID
ESTEP; LAURIE VAQUEIRO; ANDY
CHAN; KIMBERLY WHITE; JEFF
OMDAHL; TODD RANDALL; SANJAY
GOSWAMI; DYLAN DONATE; KEN
GRAFFEO; YIM LI MURPHY; GREG
SIEGER; BRAULIO CALLE; RODNEY
YUEN; GARY REA; RME CLINICS, INC.;
CHARLES GOODWIN; ROBERT PEREZ;
and DOES 1-40, inclusive;

Defendants,

(Civ. Code §§ 1750, *et seq.*)
(11) Civil Conspiracy
(12) Fraudulent and Unfair Business
Practices (Business and Professions
Code §§ 17200, *et seq.*)

Plaintiffs JANE DOE #1 (N.K.), JANE DOE #2 (L.T.), JANE DOE #3 (J.V.), JANE DOE
#4 (K.M.), JANE DOE #5 (J.M.), JANE DOE #6 (L.S.), JANE DOE #7 (A.A.); JANE DOE #8
(L.K.); JANE DOE #9 (D.B.); JANE DOE #10 (G.T.); JANE DOE #11 (J.M.); JANE DOE #12
(L.K.); JANE DOE #13 (A.H.); JANE DOE #14 (N.P.); JANE DOE #15 (Y.B.); JANE DOE
#16 (M.S.); JANE DOE #17 (E.S.); JANE DOE #18 (M.H.); JANE DOE #19 (M.G.); JANE
DOE #20 (P.C.); JANE DOE #21 (D.G.); JANE DOE #22 (A.M.); JANE DOE #23 (C.H.);
JANE DOE #24 (R.L.); JANE DOE #25 (M.M.); JANE DOE #26 (J.M.); JANE DOE #27
(V.S.); JANE DOE #28 (Z.B.); JANE DOE #29 (J.S); JANE DOE (C.G.) #30, and JANE DOE
(B.R.) #31 hereby submit their Second Amended Complaint against Defendants MASSAGE
ENVY FRANCHISING, LLC; ME TIME, INC.; ANGELINE SEBASTIAN-STAFFORD;
JDSME, Inc.; LEOCADIA ELLEN SALAS; R & S BARNES ENTERPRISES, INC.;
RAVELLO VENTURES, INC.; ERIKA RICE; MARY GUIDRY; SUSAN ANDRIACCHI;
DAVID ESTEP; LAURIE VAQUEIRO; ANDY CHAN; KIMBERLY WHITE; JEFF
OMDAHL; TODD RANDALL; SANJAY GOSWAMI; DYLAN DONATE; KEN GRAFFEO;

1 YIM LI MURPHY; GREG SIEGER; BRAULIO CALLE; RODNEY YUEN; GARY REA;
2 RME CLINICS, INC.; CHARLES GOODWIN; ROBERT PEREZ; and DOES 1-40, and each of
3 them, and allege as follows:

4 **PARTIES**

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

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

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

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

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

26 6. Plaintiff JANE DOE #6 (L.S.) is an individual who was and is at all times herein
27 a resident of Studio City, County of Los Angeles, State of California. JANE DOE #6 went to

1 the Massage Envy located at 11988 Ventura Boulevard, Studio City, California 91604
2 ("Massage Envy – Studio City") for a massage.

3 7. Plaintiff JANE DOE #7 (A.A.) is an individual who was and is at all times herein
4 a resident of Alameda County, State of California. JANE DOE #7 went to the Massage Envy
5 located at 2233 South Shore Center, Alameda, CA 94501 ("Massage Envy – Alameda") for a
6 massage.

7 8. Plaintiff JANE DOE #8 (L.K.) is an individual who was and is at all times herein
8 a resident of Los Angeles County, State of California. JANE DOE #8 was a massage therapist
9 at Massage Envy – Beverly Hills.

10 9. Plaintiff JANE DOE #9 (D.B.) is an individual who was and is at all times herein
11 a resident of the County of San Mateo, State of California. JANE DOE #9 went to the Massage
12 Envy – Burlingame for a massage.

13 10. Plaintiff JANE DOE #10 (G.T.) is an individual who was and is at all times
14 herein a resident of , State of California. JANE DOE #10 went to the Massage Envy –
15 Burlingame for a massage.

16 11. Plaintiff JANE DOE #11 (J.M.) is an individual who was and is at all times
17 herein a resident of County of San Mateo, State of California. JANE DOE #11 went to the
18 Massage Envy – Burlingame for a massage.

19 12. Plaintiff JANE DOE #12 (L.K.) is an individual who was and is at all times
20 herein a resident of Los Angeles, State of California. JANE DOE #12 went to the Massage
21 Envy – Beverly Hills for a massage.

22 13. Plaintiff JANE DOE #13 (A.H.) is an individual who was and is at all times
23 herein a resident of County of Los Angeles, State of California. JANE DOE #13 went to the
24 Massage Envy located at 3825 Grand Avenue, Suite B, Chino, CA 91710 ("Massage Envy –
25 Chino") for a massage.

26 14. Plaintiff JANE DOE #14 (N.P.) is an individual who was and is at all times
27 herein a resident of El Dorado County, State of California. JANE DOE #14 went to the

1 Massage Envy located at 4510 Post Street, Suite 340, El Dorado Hills, CA 95762 ("Massage
2 Envy – El Dorado Hills") for a massage.

3 15. Plaintiff JANE DOE #15 (Y.B.) is an individual who was and is at all times
4 herein a resident of Los Angeles, State of California. JANE DOE #15 went to the Massage
5 Envy located at 1301 Manhattan Avenue, Suite C, Hermosa Beach, CA 90254 ("Massage Envy
6 – Hermosa Beach") for a massage.

7 16. Plaintiff JANE DOE #16 (M.S.) is an individual who was and is at all times
8 herein a resident of Los Angeles, State of California. JANE DOE #16 went to the Massage
9 Envy located at 1590 Rosecrans Avenue, Manhattan Beach, CA 90266 ("Massage Envy –
10 Manhattan Beach") for a massage.

11 17. Plaintiff JANE DOE #17 (E.S.) is an individual who was and is at all times
12 herein a resident of County of Los Angeles, State of California. JANE DOE #17 went to the
13 Massage Envy located at 4770 Admiralty Way, Marina del Rey, CA 90292 ("Massage Envy –
14 Marina del Rey") for a massage.

15 18. Plaintiff JANE DOE #18 (M.H.) is an individual who was and is at all times
16 herein a resident of County of Los Angeles, State of California. JANE DOE #18 went to the
17 Massage Envy located at 655 Town Center Drive, Building 2200, Oxnard, CA 93036
18 ("Massage Envy – Oxnard") for a massage.

19 19. Plaintiff JANE DOE #19 (M.G.) is an individual who was and is at all times
20 herein a resident of County of Los Angeles, State of California. JANE DOE #19 went to the
21 Massage Envy located at 2090 N. Mills Avenue, Claremont, CA 91711 ("Massage Envy –
22 Claremont") for a massage.

23 20. Plaintiff JANE DOE #20 (P.C.) is an individual who was and is at all times
24 herein a resident of San Diego County, State of California. JANE DOE #20 went to the
25 Massage Envy located at 634 14th Street, San Diego, CA 92101 ("Massage Envy – San Diego"
26 for a massage.

27 21. Plaintiff JANE DOE #21 (D.G.) is an individual who was and is at all times

1 herein a resident of County of Marin, State of California. JANE DOE #21 went to the Massage
2 Envy located at 219 3rd Street, San Rafael, CA 94901 ("Massage Envy – San Rafael") for a
3 massage.

4 22. Plaintiff JANE DOE #22 (A.M.) is an individual who was and is at all times
5 herein a resident of County of Los Angeles, State of California. JANE DOE #22 went to the
6 Massage Envy located at 1263 Simi Town Center Highway H-7, Simi Valley, CA 93065
7 ("Massage Envy – Simi Valley") for a massage.

8 23. Plaintiff JANE DOE #23 (C.H.) is an individual who was and is at all times
9 herein a resident of County Los Angeles, State of California. JANE DOE #23 went to the
10 Massage Envy located at 1136 Fair Oaks Avenue, South Pasadena, CA 91030 ("Massage Envy
11 – South Pasadena") for a massage.

12 24. Plaintiff JANE DOE #24 (R.L.) is an individual who was and is at all times
13 herein a resident of County of Santa Clara, State of California. JANE DOE #24 went to the
14 Massage Envy located at 413 East El Camino Real, Sunnyvale, CA 94087 ("Massage Envy –
15 Sunnyvale") for a massage.

16 25. Plaintiff JANE DOE #25 (M.M.) is an individual who was and is at all times
17 herein a resident of County of Orange, State of California. JANE DOE #25 went to the
18 Massage Envy located at 2833 Park Avenue, Tustin, CA 92782 ("Massage Envy – Tustin") for
19 a massage.

20 26. Plaintiff JANE DOE #26 (J.M.) is an individual who was and is at all times
21 herein a resident of County of Contra Costa, State of California. JANE DOE #26 went to the
22 Massage Envy located at 30963 Courthouse Drive, Union City, CA 94587 ("Massage Envy –
23 Union City") for a massage.

24 27. Plaintiff JANE DOE #27 (V.S.) is an individual who was and is at all times
25 herein a resident of County of Ventura, State of California. JANE DOE #27 went to the
26 Massage Envy located at 103 South Mills Road, Suite 102, Ventura, CA 93003 ("Massage Envy
27 – Ventura") for a massage.

1 28. Plaintiff JANE DOE #28 (Z.B.) is an individual who was and is at all times
2 herein a resident of County of Solano, State of California. JANE DOE #28 went to the Massage
3 Envy located at 1815 Ygnacio Valley Road, Walnut Creek, CA 94598 ("Massage Envy –
4 Walnut Creek") for a massage.

5 29. Plaintiff JANE DOE #29 (J.S.) is an individual who was and is at all times herein
6 a resident of County of Burlingame, State of California. JANE DOE #29 went to the Massage
7 Envy – Burlingame for a massage.

8 30. Plaintiff JANE DOE #30 (C.G.) is an individual who was and is at all times
9 herein a resident of County of San Mateo, State of California. JANE DOE #30 went to the
10 Massage Envy located at 4060 El Camino Real, San Mateo, CA 94403 ("Massage Envy – San
11 Mateo") for a massage.

12 31. Plaintiff JANE DOE #31 (B.R.) is an individual who was and is at all times
13 herein a resident of the County of San Mateo, State of California. JANE DOE #31 went to the
14 Massage Envy located at 983 E. Hillsdale Blvd., Foster City, CA ("Massage Envy – Foster
15 City") for a massage.

16 32. Defendant MASSAGE ENVY FRANCHISING, LLC ("MEF") is, and at all
17 relevant times mentioned herein was, a corporation organized under the laws of the State of
18 California. At all relevant times mentioned herein, MEF's primary place of business was
19 located in the City of Scottsdale, County of Maricopa, State of Arizona, is the franchisor of
20 Massage Envy locations throughout California, and performed work and controlled the day-to-
21 day activities of the Massage Envy locations throughout California..

22 33. Defendant ME TIME, INC. ("ME TIME") is, and at all relevant times mentioned
23 herein was, a corporation organized under the laws of the State of California. At all relevant
24 times mentioned herein, ME TIME's primary place of business was located in the City of San
25 Carlos, County of San Mateo, State of California, is the franchisee of the Massage Envy –
26 Burlingame location, and performed work in and at Massage Envy – Burlingame location.

27 34. Defendant ANGELINE SEBASTIAN-STAFFORD ("ANGELINE") is, and at all

1 relevant times mentioned herein was, an individual. At all relevant times mentioned herein,
2 ANGELINE resides in the City of San Carlos, County of San Mateo, State of California, is the
3 franchisee of the Massage Envy – Burlingame location, and performed work in and at Massage
4 Envy – Burlingame location. At all relevant times mentioned herein, ANGELINE was an
5 officer and/or director of ME TIME, and is liable because of her failures to act, her failure to act
6 constituted a breach of her fiduciary duties as an officer and/or director; and/or her breach of
7 those duties involved intentional misconduct, fraud or a knowing violation of law.

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

13 36. Defendant LEOCADIA ELLEN SALAS (“LEOCADIA”) is, and at all relevant
14 times mentioned herein was, an individual. At all relevant times mentioned herein,
15 LEOCADIA resides in City of Rowland Heights, County of Los Angeles, State of California, is
16 the franchisee of the Massage Envy – West Covina location, and performed work in and at
17 Massage Envy – West Covina. At all relevant times mentioned herein, LEOCADIA was an
18 officer and/or director of JDSME, and is liable because of her failures to act, her failure to act
19 constituted a breach of her fiduciary duties as an officer and/or director, and/or her breach of
20 those duties involved intentional misconduct, fraud or a knowing violation of law.

21 37. The owners of the Massage Envy – Redondo Beach location is presently
22 unknown. Upon information and belief, the owners of the Massage Envy – Redondo Beach
23 location are individual, corporate, associate, partner or otherwise. Since these Defendants are
24 presently unknown, Plaintiffs herein named them as DOES 1-5, inclusive, and Plaintiffs
25 therefore sue each said Defendants by such fictitious names. Plaintiffs will move to amend this
26 Complaint to substitute their true names and capacities when the same have been ascertained.
27 Upon information and belief, DOES 1-5’s primary place of business was located in the City of

1 Redondo Beach, County of Los Angeles, State of California, the franchisees of the Massage
2 Envy – Redondo Beach location and performed work in Massage Envy – Redondo Beach.

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

12 39. Defendant SUSAN ANDRIACCHI ("ANDRIACCHI") is, and at all relevant
13 times mentioned herein was, an individual. On information and belief, at all relevant times
14 mentioned herein, ANDRIACCHI resides in the County of Los Angeles, State of California, is
15 the franchisee of the Massage Envy – Beverly Hills location, and performed work in and at
16 Massage Envy – Beverly Hills. At all relevant times mentioned herein, ANDRIACCHI was an
17 officer and/or director of Massage Envy – Beverly Hills, and is liable 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 40. Defendant R & S BARNES ENTERPRISES, INC. ("R & S") is, and at all
22 relevant times mentioned herein was, a corporation organized under the laws of the State of
23 California. At all relevant times mentioned herein, R & S's primary place of business was
24 located in the City of Elk Grove, County of Sacramento, State of California, and performed
25 work in Massage Envy – Elk Grove.

26 41. Defendant RAVELLO VENTURES, INC. ("RAVELLO") is, and at all relevant
27 times mentioned herein was, a corporation organized under the laws of the State of California.

1 At all relevant times mentioned herein, RAVELLO's primary place of business was located in
2 Studio City, County of Los Angeles, State of California, and performed work in Massage Envy
3 – Studio City.

4 42. Defendant ERIKA RICE ("RICE") is, and at all relevant times mentioned herein
5 was, an individual. On information and belief, at all relevant times mentioned herein, RICE
6 resides in the County of Los Angeles, State of California, is the franchisee of the Massage Envy
7 – Studio City location, and performed work in and at Massage Envy – Studio City. At all
8 relevant times mentioned herein, RICE was an officer and/or director of RAVELLO, and is
9 liable to JANE DOE #6 (L.S.) because of her failures to act, her failure to act constituted a
10 breach of her fiduciary duties as an officer and/or director, and/or her breach of those duties
11 involved intentional misconduct, fraud or a knowing violation of law.

12 43. Defendant MARY GUIDRY ("GUIDRY") is, and at all relevant times
13 mentioned herein was, an individual. On information and belief, at all relevant times mentioned
14 herein, RICE resides in the County of Los Angeles, State of California, is the franchisee of the
15 Massage Envy – Studio City location, and performed work in and at Massage Envy – Studio
16 City. At all relevant times mentioned herein, RICE was an officer and/or director of
17 RAVELLO and is liable to JANE DOE #6 (L.S.) because of her failures to act, her failure to act
18 constituted a breach of her fiduciary duties as an officer and/or director, and/or her breach of
19 those duties involved intentional misconduct, fraud or a knowing violation of law.

20 44. Defendant DAVID ESTEP ("ESTEP") is, and at all relevant times mentioned
21 herein was, an individual. At all relevant times mentioned herein, ESTEP resides in the City of
22 Fairfield, County of Solano, State of California, is the franchisee of the Massage Envy –
23 Alameda location, and performed work in and at Massage Envy – Alameda location. At all
24 relevant times mentioned herein, ESTEP was an officer and/or director of Massage Envy –
25 Alameda, and is liable because of his failures to act, his failure to act constituted a breach of his
26 fiduciary duties as an officer and/or director; and/or his breach of those duties involved
27 intentional misconduct, fraud or a knowing violation of law.

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

10 46. Defendant LAURIE VAQUEIRO ("VAQUEIRO") is, and at all relevant times
11 mentioned herein was, an individual. At all relevant times mentioned herein, VAQUEIRO
12 resides in the City of Cameron Park, County of El Dorado, State of California, is the franchisee
13 of the Massage Envy – El Dorado Hills location, and performed work in and at Massage Envy –
14 El Dorado Hills location. At all relevant times mentioned herein, VAQUEIRO was an officer
15 and/or director of Massage Envy – El Dorado Hills, and is liable because of her failures to act,
16 her failure to act constituted a breach of her fiduciary duties as an officer and/or director; and/or
17 her breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

18 47. Defendant ANDY CHAN ("CHAN") is, and at all relevant times mentioned
19 herein was, an individual. At all relevant times mentioned herein, CHAN resides in the City of
20 Manhattan Beach, County of Los Angeles, State of California, is the franchisee of the Massage
21 Envy – Hermosa Beach location, and performed work in and at Massage Envy – Hermosa
22 Beach location. At all relevant times mentioned herein, CHAN was an officer and/or director of
23 Massage Envy – Hermosa Beach, and is liable because of his failures to act, his failure to act
24 constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
25 those duties involved intentional misconduct, fraud or a knowing violation of law.

26 48. Defendant KIMBERLY WHITE ("WHITE") is, and at all relevant times
27 mentioned herein was, an individual. At all relevant times mentioned herein, WHITE resides in

1 the City of Manhattan Beach, County of Los Angeles, State of California, is the franchisee of
2 the Massage Envy – Manhattan Beach location, and performed work in and at Massage Envy –
3 Manhattan Beach location. At all relevant times mentioned herein, WHITE was an officer
4 and/or director of Massage Envy – Manhattan Beach, and is liable because of her failures to act,
5 her failure to act constituted a breach of her fiduciary duties as an officer and/or director; and/or
6 her breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

7 49. The owners of the Massage Envy – Marina del Rey location is presently
8 unknown. Upon information and belief, the owners of the Massage Envy – Marina del Rey
9 location are individual, corporate, associate, partner or otherwise. Since these Defendants are
10 presently unknown, Plaintiffs herein named them as DOES 16-20, inclusive, and Plaintiffs
11 therefore sue each said Defendants by such fictitious names. Plaintiffs will move to amend this
12 Complaint to substitute their true names and capacities when the same have been ascertained.
13 Upon information and belief, DOES 16-20's primary place of business was located in the City
14 of Marina del Rey, County of Los Angeles, State of California, the franchisees of the Massage
15 Envy – Marina del Rey location and performed work in Massage Envy – Marina del Rey.

16 50. Defendant JEFF OMDAHL ("OMDAHL") is, and at all relevant times
17 mentioned herein was, an individual. At all relevant times mentioned herein, OMDAHL resides
18 in the City of Santa Barbara, County of Santa Barbara, State of California, is the franchisee of
19 the Massage Envy – Oxnard and Massage Envy – Ventura locations, and performed work in and
20 at Massage Envy – Oxnard and Massage Envy - Ventura locations. At all relevant times
21 mentioned herein, OMDAHL was an officer and/or director of Massage Envy – Oxnard and
22 Massage Envy - Ventura, and is liable because of his failures to act, his failure to act constituted
23 a breach of his fiduciary duties as an officer and/or director; and/or his breach of those duties
24 involved intentional misconduct, fraud or a knowing violation of law.

25 51. Defendant TODD RANDALL ("RANDALL") is, and at all relevant times
26 mentioned herein was, an individual. At all relevant times mentioned herein, RANDALL
27 resides in the City of Encinitas, County of San Diego, State of California, is the franchisee of

1 the Massage Envy – San Diego location, and performed work in and at Massage Envy – San
2 Diego location. At all relevant times mentioned herein, RANDALL was an officer and/or
3 director of Massage Envy – San Diego, and is liable because of his failures to act, his failure to
4 act constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
5 those duties involved intentional misconduct, fraud or a knowing violation of law.

6 52. Defendant SANJAY GOSWAMI (“GOSWAMI”) is, and at all relevant times
7 mentioned herein was, an individual. At all relevant times mentioned herein, GOSWAMI
8 resides in the City of Fairfield, County of Solano, State of California, is the franchisee of the
9 Massage Envy – San Rafael location, and performed work in and at Massage Envy – San Rafael
10 location. At all relevant times mentioned herein, GOSWAMI was an officer and/or director of
11 Massage Envy – San Rafael, and is liable because of his failures to act, his failure to act
12 constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
13 those duties involved intentional misconduct, fraud or a knowing violation of law.

14 53. Defendant DYLAN DONATE (“DONATE”) is, and at all relevant times
15 mentioned herein was, an individual. At all relevant times mentioned herein, DONATE resides
16 in the City of Newbury Park, County of Ventura, State of California, is the franchisee of the
17 Massage Envy – Simi Valley location, and performed work in and at Massage Envy – Simi
18 Valley location. At all relevant times mentioned herein, DONATE was an officer and/or
19 director of Massage Envy – Simi Valley, and is liable because of his failures to act, his failure to
20 act constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
21 those duties involved intentional misconduct, fraud or a knowing violation of law.

22 54. Defendant KEN GRAFFEO (“GRAFFEO”) is, and at all relevant times
23 mentioned herein was, an individual. At all relevant times mentioned herein, GRAFFEO
24 resides in the City of Pasadena, County of Los Angeles, State of California, is the franchisee of
25 the Massage Envy – South Pasadena location, and performed work in and at Massage Envy –
26 South Pasadena location. At all relevant times mentioned herein, GRAFFEO was an officer
27 and/or director of Massage Envy – South Pasadena, and is liable because of his failures to act,

1 his failure to act constituted a breach of his fiduciary duties as an officer and/or director; and/or
2 his breach of those duties involved intentional misconduct, fraud or a knowing violation of law.

3 55. Defendant YIM LI MURPHY ("MURPHY") is, and at all relevant times
4 mentioned herein was, an individual. At all relevant times mentioned herein, MURPHY resides
5 in the City of Alameda, County of Alameda, State of California, is the franchisee of the
6 Massage Envy – Sunnyvale location, and performed work in and at Massage Envy – Sunnyvale
7 location. At all relevant times mentioned herein, MURPHY was an officer and/or director of
8 Massage Envy – Sunnyvale, and is liable because of his failures to act, his failure to act
9 constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
10 those duties involved intentional misconduct, fraud or a knowing violation of law.

11 56. Defendant GREG SIEGER ("SIEGER") is, and at all relevant times mentioned
12 herein was, an individual. At all relevant times mentioned herein, SIEGER resides in the City
13 of Newport Coast, County of Orange, State of California, is the franchisee of the Massage Envy
14 – Tustin location, and performed work in and at Massage Envy – Tustin location. At all
15 relevant times mentioned herein, SIEGER was an officer and/or director of Massage Envy –
16 Tustin, and is liable because of his failures to act, his failure to act constituted a breach of his
17 fiduciary duties as an officer and/or director; and/or his breach of those duties involved
18 intentional misconduct, fraud or a knowing violation of law.

19 57. Defendant BRAULIO CALLE ("CALLE") is, and at all relevant times
20 mentioned herein was, an individual. At all relevant times mentioned herein, CALLE resides in
21 the City of Point Richmond, County of Contra Costa, State of California, is the franchisee of the
22 Massage Envy – Union City location, and performed work in and at Massage Envy – Union
23 City location. At all relevant times mentioned herein, CALLE was an officer and/or director of
24 Massage Envy – Union City, and is liable because of his failures to act, his failure to act
25 constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
26 those duties involved intentional misconduct, fraud or a knowing violation of law.

27 58. Defendant RODNEY YUEN ("YUEN") is, and at all relevant times mentioned

1 herein was, an individual. At all relevant times mentioned herein, YUEN resides in the City of
2 Walnut Creek, County of Contra Costa, State of California, is the franchisee of the Massage
3 Envy – Walnut Creek location, and performed work in and at Massage Envy – Walnut Creek
4 location. At all relevant times mentioned herein, YUEN was an officer and/or director of
5 Massage Envy – Walnut Creek, and is liable because of his failures to act, his failure to act
6 constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
7 those duties involved intentional misconduct, fraud or a knowing violation of law.

8 59. Defendant RME Clinics, Inc. (“RME”) is, and at all relevant times mentioned
9 herein was, a corporation organized under the laws of the State of California. At all relevant
10 times mentioned herein, RME’s primary place of business was located in the City of Claremont,
11 County of Los Angeles, State of California, is the franchisee of the Massage Envy – Claremont
12 location, and performed work in and at Massage Envy – Claremont.

13 60. Defendant GARY REA (“REA”) is, and at all relevant times mentioned herein
14 was, an individual. At all relevant times mentioned herein, REA resides in the City of Rancho
15 Cucamonga, County of San Bernardino, State of California, is the franchisee of the Massage
16 Envy – Claremont location, and performed work in and at Massage Envy – Claremont location.
17 At all relevant times mentioned herein, REA was an officer and/or director of Massage Envy –
18 Claremont, and is liable because of his failures to act, his failure to act constituted a breach of
19 his fiduciary duties as an officer and/or director; and/or his breach of those duties involved
20 intentional misconduct, fraud or a knowing violation of law.

21 61. Defendant ROBERT PEREZ (“PEREZ”) is, and at all relevant times mentioned
22 herein was, an individual. At all relevant times mentioned herein, PEREZ resides in the City of
23 Jamul, County of San Diego, State of California, is the franchisee of the Massage Envy – San
24 Diego location, and performed work in and at Massage Envy – San Diego location. At all
25 relevant times mentioned herein, PEREZ was an officer and/or director of Massage Envy – San
26 Diego, and is liable because of his failures to act, his failure to act constituted a breach of his
27 fiduciary duties as an officer and/or director; and/or his breach of those duties involved

1 intentional misconduct, fraud or a knowing violation of law.

2 62. Defendant CHARLES GOODWIN ("GOODWIN") is, and at all relevant times
3 mentioned herein was, an individual. At all relevant times mentioned herein, GOODWIN
4 resides in the City of Belmont, County of San Mateo, State of California, is the franchisee of the
5 Massage Envy – San Mateo location, and performed work in and at Massage Envy – San Mateo
6 location. At all relevant times mentioned herein, GOODWIN was an officer and/or director of
7 Massage Envy – San Mateo, and is liable because of his failures to act, his failure to act
8 constituted a breach of his fiduciary duties as an officer and/or director; and/or his breach of
9 those duties involved intentional misconduct, fraud or a knowing violation of law.

10 63. The true names and capacities, whether individual, corporate, associate, partner
11 or otherwise, of other Defendants, herein named as DOES 21-40, inclusive, are unknown to
12 Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs will move to
13 amend this Complaint to substitute their true names and capacities when the same have been
14 ascertained.

15 64. Plaintiffs are also unaware of the basis of liability as to some or all of such
16 fictitious Defendants sued herein as DOES 21-40, inclusive, but believe that their liability arises
17 out of the same general facts as set forth herein. Plaintiffs will move to amend this Complaint
18 to assert the theories of liability of said fictitiously named Defendants when they have been
19 ascertained.

20 65. Plaintiffs are informed and believe and thereon allege that each Defendant and
21 DOES 21-40 are legally responsible in some manner for the events, happenings, omissions
22 and/or occurrences causing damages referred to herein, and legally and proximately caused
23 damage to Plaintiffs. Further, each and every Defendant, including DOES 21-40, had a duty to
24 Plaintiffs, as customers of the Massage Envy locations.

25 66. Plaintiffs are informed and believe, and thereon allege that DOES 1-40,
26 inclusive, were franchisees, contractors, individuals, sole proprietorships, partnerships and/or
27 corporations, and all their employees and agents who performed services as an employee, agent,

1 ostensible agent, servant, partner, joint venturer, and aider and abettor of each of the Defendants
2 and were, in doing the business of things herein complained of, acting within the course and
3 scope of such relationship and therefore are responsible for damages to Plaintiffs as hereinafter
4 alleged. Whenever a Defendant is the subject of any charging allegation by Plaintiffs, it shall be
5 deemed that DOES 1-40, inclusive, and each of them, are likewise subject to this charging
6 allegation.

7 JURISDICTION AND VENUE

8 67. This Court has jurisdiction over this action pursuant to California *Code of Civil*
9 *Procedure* § 410.10. Plaintiffs seek damages under the statutory and common law of the State
10 of California.

11 68. Venue is proper in this Court pursuant to California *Code of Civil Procedure* §
12 395 because (a) some of the acts and transactions described herein occurred within this county;
13 (b) some Defendants are or were registered to do business in the State of California and/or are
14 or were doing business within this county; and (c) because some Defendants did do business in
15 this county by operating and/or exercising complete control over the operations of the Massage
16 Envy – Burlingame.

17 FACTS COMMON TO ALL CAUSES OF ACTIONS

18 69. Male massage therapists employed by Defendants sexually assaulted Plaintiffs
19 JANE DOE #1 (N.K.) through JANE DOE #31 (B.R.) by inappropriately exposing and
20 touching Plaintiffs' breasts, nipples, buttocks, vagina, and/or anus during massages at MEF
21 franchise locations. Plaintiffs reported the sexual misconduct of the massage therapists to
22 Defendants, but Defendants failed to investigate the allegations. Defendants covered up their
23 massage therapists' sexual misconduct by failing to report the allegations to local law
24 enforcement and/or state massage therapy boards, failing to take any action to prevent such
25 misconduct, failing to warn customers of the problem of women being sexually assaulted at
26 their franchise locations by massage therapists, and by telling the public that Defendants had a
27 zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants

1 ratified their massage therapists' conduct by failing to reprimand, punish, report, or otherwise
2 sanction the massage therapists for their sexual misconduct, and instead allowed them to remain
3 employed and/or transferred and/or hired/re-hired at another Massage Envy franchise location
4 knowing or having reason to know they were sexual predators and/or mentally ill.

5 70. Sexual misconduct committed by massage therapists at MEF franchise locations
6 is a national epidemic, with over 180 reports of sexual assaults by its therapists occurring
7 throughout the country. The assaults range from forcible sexual intercourse to digital and oral
8 penetration of women's vaginas to touching of women's breasts to therapists putting their
9 genitals on women as well as ejaculating on women.

10 71. MEF does not require its franchisees to report sexual assaults of customers by its
11 massage therapists to law enforcement and/or state massage therapy boards. In fact, one of the
12 reasons this epidemic of sexual assaults of female customers by Massage Envy therapists exists
13 is as a result of MEF's incomprehensible policy and procedure of directing franchisees to
14 conceal allegations of inappropriate sexual behavior involving its massage therapists and
15 directing franchisees not to report said allegations to local law enforcement and/or state massage
16 therapy boards in order to "protect the brand."

17 72. MEF company protocol encourages employees to handle any allegations of
18 sexual misconduct by its massage therapists "in-house."

19 73. In numerous cases involving sexual misconduct at its franchise locations by its
20 massage therapists, MEF therapists were allowed to remain employed and/or were transferred
21 and/or hired/re-hired at another Massage Envy franchise location, only to go on to improperly
22 touch multiple other female customers.

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

27 75. MEF, other Defendants named herein, and other of MEF's franchisees have does

1 nothing to warn customers of the problem of women being sexually assaulted at its franchise
2 locations by massage therapists, even though it trains franchisees on the problem.

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

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

19 78. In another case, a woman was sexually assaulted by a Massage Envy massage
20 therapist at Massage Envy – Elk Grove location even though there was a report to the franchisee
21 and MEF that the therapist had sexually assaulted other female customers.

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

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

27 80. On November 12, 2017, JANE DOE #1 (N.K.) went to Massage Envy –

1 Burlingame for a massage, where she had been numerous times before without incident.
2 Plaintiff had a one-year membership with Massage Envy – Burlingame. All of her previous
3 massages were without incident. On November 12, 2017, Plaintiff was improperly touched in
4 an inappropriate sexual manner by Brandon on the premises of Defendants. Specifically,
5 Brandon led Plaintiff to a massage room and told her to undress. He then forced Plaintiff to
6 touch his penis; touched, groped, and licked Plaintiff's bare breasts and vagina; and ultimately
7 penetrated Plaintiff's vagina with his penis, all without Plaintiff's consent.

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

18 82. JANE DOE #1 (N.K.) was frozen in fear and shock. Not knowing what to do,
19 Plaintiff laid still, hoping Brandon would stop. The nightmare only continued. Brandon took
20 Plaintiff's right hand and interlocked his hand with hers. He then moved their hands onto
21 Brandon's penis. Brandon took Plaintiff's left hand and rubbed it inside Plaintiff's thighs.
22 Brandon then inserted his finger inside Plaintiff's vagina. He removed his finger and began
23 licking Plaintiff's vagina. Brandon then put his fingers back inside Plaintiff's vagina in a
24 manner that Plaintiff believed was an attempt by Brandon to sexually arouse Plaintiff.

25 83. JANE DOE #1 (N.K.) tightened up, devastated by what was going on. Brandon
26 then pulled his shorts down, pulled Plaintiff's legs to the side, and inserted his penis into
27 Plaintiff's vagina. Brandon had nonconsensual sexual intercourse with Plaintiff. On

1 information and belief, Brandon stopped once he ejaculated. He then removed his penis from
2 Plaintiff's vagina, let out a sigh, and thanked Plaintiff. Plaintiff immediately covered herself
3 with a sheet.

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

12 85. Subsequently, JANE DOE #1 (N.K.) called Massage Envy – Burlingame and
13 reported the sexual assault to the acting manager. The acting manager told Plaintiff that
14 Massage Envy – Burlingame's actual manager would call Plaintiff within twenty-four hours.
15 The actual manager, named Priscilla, later called Plaintiff. Plaintiff described the entire
16 incident, including every detail. Priscilla then explained to Plaintiff that she would repeat
17 Plaintiff's incident to the owner of Massage Envy – Burlingame, ANGELINE, and they will
18 decide whether to contact the police. About two days after Plaintiff's call with Priscilla, the
19 owner of the Massage Envy – Burlingame, ANGELINE called Plaintiff. Plaintiff was forced to
20 retell her horrifying experience once more. ANGELINE informed Plaintiff that she had hired
21 Brandon. She also told Plaintiff that she had taken Brandon's statement, and he denied
22 Plaintiff's allegations entirely. ANGELINE told Plaintiff that, "their stories did not match up"
23 and that she would not fire Brandon.

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

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

1 87. On information and belief, MEF, JDSME, and LEOCADIA, hire unlicensed
2 massage therapists in training to practice massage therapy at Massage Envy franchises,
3 including Massage Envy – West Covina, to earn required credit hours as to become a certified
4 and licensed California massage therapist.

5 88. On information and belief, MEF, JDSME, and LEOCADIA hired Johnny as an
6 unlicensed massage therapist in training to practice massage therapy on Massage Envy – West
7 Covina customers to earn massage therapy school credit hours in order to become a California
8 certified and licensed massage therapist.

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

11 90. In or around July 2016, Plaintiff was a hired massage therapist at Massage Envy
12 – West Covina.

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

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

18 93. Prior to July 17, 2016, Johnny had performed two practice massages on Plaintiff
19 in a professional manner and without incident.

20 94. On July 17, 2016, after Plaintiff was finished with her shift after her last client of
21 the day had cancelled her appointment, Plaintiff asked Johnny if he would like to practice and
22 perform another massage on Plaintiff. Johnny agreed. At this point, Plaintiff was no longer
23 acting as a Massage Envy employee, and was instead a Massage Envy customer. Plaintiff then
24 walked into a massage room and completely undressed while Johnny waited outside. Once
25 Plaintiff was face down and draped with a sheet, Johnny came back in the room to begin the
26 massage.

27 95. Johnny pulled the sheet off Plaintiff's back and began the massage. Without

1 Plaintiff's consent, Johnny immediately began touching Plaintiff in a very inappropriate and
2 sexual fashion, not in a way expected during a professional massage. Johnny was breathing in a
3 very sexual and intense manner. This improper conduct made Plaintiff extremely
4 uncomfortable.

5 96. Johnny then began working on Plaintiff's hands, starting with her right hand.
6 Plaintiff then felt something poking her right hand, soon realizing it was Johnny's erect penis.
7 Johnny then moved to Plaintiff's left hand and again put his erect penis on Plaintiff's hand.
8 Plaintiff was frozen in shock and fear.

9 97. Frightened as to how Johnny might react if Plaintiff confronted him or abruptly
10 left the room, Plaintiff stayed petrified on the massage table face down. Plaintiff then heard
11 Johnny taking his pants off. Johnny proceeded to make Plaintiff touch Johnny's naked body.
12 He then began using Plaintiff's hand to masturbate. Johnny did this with both Plaintiff's left
13 and right hands. After Johnny stopped using Plaintiff's hands to masturbate, Johnny began
14 masturbating himself while he continued to improperly touch and massage Plaintiff with one
15 hand.

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

21 99. On or about July 19, 2016, Plaintiff reported the incident with Johnny to her
22 manager, Suzanne Salem. Plaintiff told Ms. Salem every detail of the inappropriate massage.
23 Ms. Salem consoled Plaintiff and told her that she would never see Johnny again and that she
24 would also be reporting this incident to Johnny's school. Plaintiff also put this report in writing
25 and provided it to Ms. Salem.

26 100. On information and belief, after speaking with Ms. Salem, Defendants and
27 Massage Envy – West Covina took no action in relation to Johnny and his sexual misconduct

1 upon Plaintiff.

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

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

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

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

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

18 105. The massage therapist pulled the sheet off Plaintiff's back and began the
19 massage. Plaintiff, tired from caring for a newborn baby, nodded off to sleep briefly and then
20 woke up. This happened a couple of times. The massage therapist folded the sheet triangularly
21 exposing Plaintiff's legs and underwear. Plaintiff fell back asleep. Plaintiff awoke feeling the
22 massage therapist's thumbs moving toward her vaginal area. The massage therapist then began
23 massaging down Plaintiff's legs, and Plaintiff fell back asleep.

24 106. Plaintiff awoke and discovered both of the massage therapist's hands inside her
25 underwear groping and rubbing her vagina and clitoris. The massage therapist quickly removed
26 his hands from inside her underwear. Plaintiff was in total shock and tried to use "small talk" as
27 a defensive mechanism, hoping the massage therapist would stop his inappropriate touching.

1 The massage ended soon thereafter.

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

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

7 108. JANE DOE #4 (K.M.) had a membership with Massage Envy – Beverly Hills for
8 approximately eight months.

9 109. On June 14, 2018, Plaintiff walked into a massage room and undressed. She was
10 wearing a solid white body suit, similar to a leotard, which she rolled down to her waist. Once
11 Plaintiff was face down and draped with a sheet, the massage therapist came into the room to
12 begin the massage.

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

21 111. The massage therapist told Plaintiff to turn onto her back. When Plaintiff went
22 to turn over, the massage therapist lifted up the sheet so he could see her bare breasts. The
23 massage therapist proceeded to immediately grope and massage Plaintiff's breast. He then
24 massaged her stomach for a few seconds, before starting to rub Plaintiff's vagina. Plaintiff
25 kicked her leg hoping the massage therapist would stop his inappropriate touching. The
26 massage therapist stopped, only to move to Plaintiff's other side and start rubbing her vagina
27 again. Plaintiff was frozen with fear. When the massage therapist finally finished, Plaintiff

1 quickly left Massage Envy – Beverly Hills.

2 112. JANE DOE #4 (K.M.) called Massage Envy – Beverly Hills later that night and
3 reported the assault.

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

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

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

13 115. Plaintiff undressed, laid face-down on the massage table, and covered herself
14 with a sheet. Ocampo entered the room and began the massage. Ocampo massaged Plaintiff's
15 neck, shoulders, and back before having Plaintiff turn over onto her back. Ocampo pulled the
16 sheet up from Plaintiff's feet to perform the foot scrub. After he finished the foot scrub,
17 Ocampo yanked the sheet back down over Plaintiff's feet, exposing Plaintiff's bare breasts.
18 Plaintiff quickly pulled the sheet back up to cover her breasts.

19 116. On January 16, 2016, Plaintiff completed an inMoment online survey regarding
20 the Massage Envy services on January 13, 2016. Plaintiff reported that Ocampo "pulled the
21 sheet down too far and exposed my breasts. In all of my years of getting massages here and
22 other places, I have NEVER had a therapist pull the sheet down too far." Plaintiff said, "never
23 give me Carlos as a therapist again. and do a better job screening male masseurs to make sure
24 they are behaving appropriately with female clients." She urged "take my comments seriously
25 and follow up with Carlos' female clients."

26 117. On January 18, 2016, an employee of Massage Envy – Elk Grove received
27 Plaintiff's online complaint and began an investigation. That same day, Ocampo was notified

1 that he was on administrative leave until further notice. The Massage Envy – Elk Grove
2 employee called Plaintiff and discussed the incident with her. Plaintiff reported that Ocampo
3 exposed “the entire area” of her breasts by pulling the sheet down with “an intentional yank,” it
4 was not accidental.

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

23 119. On January 25, 2016, Massage Envy – Elk Grove terminated Ocampo’s
24 employment.

25 120. Ocampo’s sexual misconduct against JANE DOE #5 (J.M.) on January 13, 2016,
26 was not the first time Massage Envy received complaints about Ocampo’s sexual misconduct at
27 Massage Envy – Elk Grove. On January 5, 2016, another Massage Envy – Elk Grove customer

1 emailed a complaint about Ocampo to the Massage Envy corporate office. The customer
2 reported that Ocampo, among other things, repeatedly touched the sides of her breasts, pressed
3 down on her buttocks cheeks and spread them apart, touched the side of her vagina, moved his
4 hand up and down over her entire vagina, and cupped his hand over her vagina as he moved it in
5 an up and down motion. On January 12, 2016, after the customer did not receive a response
6 from Massage Envy, she filed a complaint about Ocampo with the California Massage Therapy
7 Council.

8 **JANE DOE #6 (L.S.)**

9 121. At all times relevant hereto, James Mock was a male massage therapist working
10 at Massage Envy – Studio City who was assigned to massage JANE DOE #6 (L.S.) on the date
11 at issue, and was assigned to give massages to multiple female customers in his capacity as an
12 employee and/or agent of RAVELLO, RICE and GUIDRY.

13 122. On August 21, 2016, JANE DOE #6 (L.S.) went to Massage Envy – Studio City
14 for a two-hour deep tissue massage. She had been to Massage Envy – Studio City numerous
15 times before without incident.

16 123. Approximately one hour into the massage, JANE DOE #6 (L.S.) turned onto her
17 back, facing up, per Mr. Mock's request. She continued to be covered by the sheet. When JANE
18 DOE #6 (L.S.) turned face up, Mr. Mock inquired as to whether she wanted any abdominal
19 work done and said it would be helpful to her hips. Mr. Mock stated that JANE DOE #6 (L.S.)
20 would be draped properly the entire time. JANE DOE #6 (L.S.) agreed and Mr. Mock placed a
21 towel over her chest and tucked the sheet around JANE DOE #6 (L.S.) near her waist. Mr.
22 Mock began massaging JANE DOE #6 (L.S.)'s sides. Mr. Mock then began massaging her
23 stomach. Mr. Mock then began massaging her diaphragm and sternum. Mr. Mock then said
24 JANE DOE #6 (L.S.) should take a deep breath and he ran the edges of his palms from
25 Plaintiff's sternum straight down her stomach to her abdominals. He did this a couple of times.
26 Mr. Mock again ran his hands down her sternum to her abdominals, but this time under the
27 towel, and continued under her underpants, touching his fingers to her vagina and inner labia.

1 As soon as JANE DOE #6 (L.S.) felt Mr. Mock's fingers touch her vagina, she knocked his
2 hand away. JANE DOE #6 (L.S.) was frozen and terrified.

3 124. Mr. Mock began massaging JANE DOE #6 (L.S.)'s upper body and started to
4 move the sheet, and she pulled it back over herself, but he began touching her breasts and
5 exposing them. Mr. Mock was putting his hand on the sides of JANE DOE #6 (L.S.)'s breasts
6 sweeping around them. Mr. Mock then pulled both of her arms overhead into a stretch. This
7 action caused her breasts to become exposed. He held her hands and had her breathe and stretch
8 while restrained by him. Mr. Mock then stopped for a moment and JANE DOE #6 (L.S.) heard
9 him fumbling with something that dropped. JANE DOE #6 (L.S.) did not move when he
10 stepped away as she was afraid he would attack her since he was much bigger than her. She also
11 did not open her eyes as she was afraid he would see how scared she was and react. Mr. Mock
12 continued the massage and became more aggressive, sweeping his hands across JANE DOE #6
13 (L.S.)'s breasts. The sheet continued to slip off JANE DOE #6 (L.S.), and she continued to try
14 to cover herself. At the end of the massage, Mr. Mock grabbed her nipples and pulled up, and
15 let them go several times.

16 125. Mr. Mock then ended the massage. He pulled up the sheet, leaned over JANE
17 DOE #6 (L.S.) and with his hands on her shoulder said, "Thank you for sharing your energy
18 with me." Mr. Mock then exited the room as if nothing had happened. JANE DOE #6 (L.S.)
19 quickly got dressed and tried to compose herself before she left the room. Mr. Mock walked
20 behind JANE DOE #6 (L.S.) as she walked to the front of Massage Envy. The front desk
21 receptionist Cindy talked with JANE DOE #6 (L.S.) for about ten (10) minutes while Mr. Mock
22 stood watching and smiling. Mr. Mock's assault of JANE DOE #6 (L.S.) was uninvited and
23 unwelcome.

24 126. JANE DOE #6 (L.S.) submitted a complaint against James Mock to the
25 California Massage Therapy Council on or about August 26, 2016.

26 127. According to the California Massage Therapy Council website license
27 verification search portal, James Mock's Certified Massage Therapist Certificate was revoked

1 on or about July 20, 2017. (Link: [http://camtc.org/record-](http://camtc.org/record-search?certificateNumber=&work=&lastName=mock&firstName=james)
2 search?certificateNumber=&work=&lastName=mock&firstName=james)

3 **JANE DOE #7 (A.A.)**

4 128. A male massage therapist employed by Defendants sexually assaulted Plaintiff
5 JANE DOE #7 (A.A.) by inappropriately exposing and touching her breasts, nipples, buttocks,
6 vagina, and/or anus during a massage at Massage Envy – Alameda. Plaintiff reported the
7 massage therapist’s sexual misconduct to Defendants, but Defendants failed to investigate the
8 allegations. Defendants covered up their massage therapist’s sexual misconduct by failing to
9 report the allegations to local law enforcement and/or state massage therapy boards, failing to
10 take any action to prevent such misconduct, failing to warn customers of the problem of women
11 being sexually assaulted at their franchise locations by massage therapists, and by telling the
12 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
13 committed by their massage therapists. Defendants ratified their massage therapist’s conduct by
14 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
15 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
16 hired at another Massage Envy franchise location knowing or having reason to know he was a
17 sexual predator and/or mentally ill.

18 **JANE DOE #8 (L.K.)**

19 129. A male massage therapist employed by Defendants sexually assaulted Plaintiff
20 JANE DOE #8 (L.K.) by inappropriately exposing and touching her breasts, nipples, buttocks,
21 vagina, and/or anus during a massage at Massage Envy – Beverly Hills. Plaintiff reported the
22 massage therapist’s sexual misconduct to Defendants, but Defendants failed to investigate the
23 allegations. Defendants covered up their massage therapist’s sexual misconduct by failing to
24 report the allegations to local law enforcement and/or state massage therapy boards, failing to
25 take any action to prevent such misconduct, failing to warn customers of the problem of women
26 being sexually assaulted at their franchise locations by massage therapists, and by telling the
27 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults

1 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
2 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
3 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
4 hired at another Massage Envy franchise location knowing or having reason to know he was a
5 sexual predator and/or mentally ill.

6 **JANE DOE #9 (D.B.)**

7 130. A male massage therapist employed by Defendants sexually assaulted Plaintiff
8 JANE DOE #9 (D.B.) by inappropriately exposing and touching her breasts, nipples, buttocks,
9 vagina, and/or anus during a massage at Massage Envy – Burlingame. Plaintiff reported the
10 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
11 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
12 report the allegations to local law enforcement and/or state massage therapy boards, failing to
13 take any action to prevent such misconduct, failing to warn customers of the problem of women
14 being sexually assaulted at their franchise locations by massage therapists, and by telling the
15 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
16 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
17 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
18 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
19 hired at another Massage Envy franchise location knowing or having reason to know he was a
20 sexual predator and/or mentally ill.

21 **JANE DOE #10 (G.T.)**

22 131. A male massage therapist employed by Defendants sexually assaulted Plaintiff
23 JANE DOE #10 (G.T.) by inappropriately exposing and touching her breasts, nipples, buttocks,
24 vagina, and/or anus during a massage at Massage Envy – Burlingame. Plaintiff reported the
25 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
26 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
27 report the allegations to local law enforcement and/or state massage therapy boards, failing to

1 take any action to prevent such misconduct, failing to warn customers of the problem of women
2 being sexually assaulted at their franchise locations by massage therapists, and by telling the
3 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
4 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
5 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
6 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
7 hired at another Massage Envy franchise location knowing or having reason to know he was a
8 sexual predator and/or mentally ill.

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

10 132. A male massage therapist employed by Defendants sexually assaulted Plaintiff
11 JANE DOE #11 (J.M.) by inappropriately exposing and touching her breasts, nipples, buttocks,
12 vagina, and/or anus during a massage at Massage Envy – Burlingame. Plaintiff reported the
13 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
14 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
15 report the allegations to local law enforcement and/or state massage therapy boards, failing to
16 take any action to prevent such misconduct, failing to warn customers of the problem of women
17 being sexually assaulted at their franchise locations by massage therapists, and by telling the
18 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
19 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
20 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
21 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
22 hired at another Massage Envy franchise location knowing or having reason to know he was a
23 sexual predator and/or mentally ill.

24 **JANE DOE #12 (L.K.)**

25 133. A male massage therapist employed by Defendants sexually assaulted Plaintiff
26 JANE DOE #12 (L.K.) by inappropriately exposing and touching her breasts, nipples, buttocks,
27 vagina, and/or anus during a massage at Massage Envy – Beverly Hills. Plaintiff reported the

1 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
2 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
3 report the allegations to local law enforcement and/or state massage therapy boards, failing to
4 take any action to prevent such misconduct, failing to warn customers of the problem of women
5 being sexually assaulted at their franchise locations by massage therapists, and by telling the
6 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
7 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
8 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
9 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
10 hired at another Massage Envy franchise location knowing or having reason to know he was a
11 sexual predator and/or mentally ill.

12 **JANE DOE #13 (A.H.)**

13 134. A male massage therapist employed by Defendants sexually assaulted Plaintiff
14 JANE DOE #13 (A.H.) by inappropriately exposing and touching her breasts, nipples, buttocks,
15 vagina, and/or anus during a massage at Massage Envy – Chino Hills. Plaintiff reported the
16 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
17 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
18 report the allegations to local law enforcement and/or state massage therapy boards, failing to
19 take any action to prevent such misconduct, failing to warn customers of the problem of women
20 being sexually assaulted at their franchise locations by massage therapists, and by telling the
21 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
22 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
23 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
24 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
25 hired at another Massage Envy franchise location knowing or having reason to know he was a
26 sexual predator and/or mentally ill.

27 **JANE DOE #14 (N.P.)**

135. A male massage therapist employed by Defendants sexually assaulted Plaintiff JANE DOE #14 (N.P.) by inappropriately exposing and touching her breasts, nipples, buttocks, vagina, and/or anus during a massage at Massage Envy – Hermosa Beach. Plaintiff reported the massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the allegations. Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to local law enforcement and/or state massage therapy boards, failing to take any action to prevent such misconduct, failing to warn customers of the problem of women being sexually assaulted at their franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-hired at another Massage Envy franchise location knowing or having reason to know he was a sexual predator and/or mentally ill.

JANE DOE #15 (Y.B.)

136. A male massage therapist employed by Defendants sexually assaulted Plaintiff JANE DOE #15 (Y.B.) by inappropriately exposing and touching her breasts, nipples, buttocks, vagina, and/or anus during a massage at Massage Envy – Hermosa Beach. Plaintiff reported the massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the allegations. Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to local law enforcement and/or state massage therapy boards, failing to take any action to prevent such misconduct, failing to warn customers of the problem of women being sexually assaulted at their franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-

1 hired at another Massage Envy franchise location knowing or having reason to know he was a
2 sexual predator and/or mentally ill.

3 **JANE DOE #16 (M.S.)**

4 137. A male massage therapist employed by Defendants sexually assaulted Plaintiff
5 JANE DOE #16 (M.S.) by inappropriately exposing and touching her breasts, nipples, buttocks,
6 vagina, and/or anus during a massage at Massage Envy – Manhattan Beach. Plaintiff reported
7 the massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate
8 the allegations. Defendants covered up their massage therapist's sexual misconduct by failing
9 to report the allegations to local law enforcement and/or state massage therapy boards, failing to
10 take any action to prevent such misconduct, failing to warn customers of the problem of women
11 being sexually assaulted at their franchise locations by massage therapists, and by telling the
12 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
13 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
14 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
15 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
16 hired at another Massage Envy franchise location knowing or having reason to know he was a
17 sexual predator and/or mentally ill.

18 **JANE DOE #17 (E.S.)**

19 138. A male massage therapist employed by Defendants sexually assaulted Plaintiff
20 JANE DOE #17 (E.S.) by inappropriately exposing and touching her breasts, nipples, buttocks,
21 vagina, and/or anus during a massage at Massage Envy – Marina del Rey. Plaintiff reported the
22 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
23 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
24 report the allegations to local law enforcement and/or state massage therapy boards, failing to
25 take any action to prevent such misconduct, failing to warn customers of the problem of women
26 being sexually assaulted at their franchise locations by massage therapists, and by telling the
27 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults

1 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
2 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
3 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
4 hired at another Massage Envy franchise location knowing or having reason to know he was a
5 sexual predator and/or mentally ill.

6 **JANE DOE #18 (M.H.)**

7 139. A male massage therapist employed by Defendants sexually assaulted Plaintiff
8 JANE DOE #18 (M.H.) by inappropriately exposing and touching her breasts, nipples, buttocks,
9 vagina, and/or anus during a massage at Massage Envy – Oxnard. Plaintiff reported the
10 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
11 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
12 report the allegations to local law enforcement and/or state massage therapy boards, failing to
13 take any action to prevent such misconduct, failing to warn customers of the problem of women
14 being sexually assaulted at their franchise locations by massage therapists, and by telling the
15 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
16 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
17 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
18 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
19 hired at another Massage Envy franchise location knowing or having reason to know he was a
20 sexual predator and/or mentally ill.

21 **JANE DOE #19 (M.G.)**

22 140. A male massage therapist employed by Defendants sexually assaulted Plaintiff
23 JANE DOE #19 (M.G.) by inappropriately exposing and touching her breasts, nipples, buttocks,
24 vagina, and/or anus during a massage at Massage Envy – Claremont. Plaintiff reported the
25 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
26 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
27 report the allegations to local law enforcement and/or state massage therapy boards, failing to

1 take any action to prevent such misconduct, failing to warn customers of the problem of women
2 being sexually assaulted at their franchise locations by massage therapists, and by telling the
3 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
4 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
5 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
6 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
7 hired at another Massage Envy franchise location knowing or having reason to know he was a
8 sexual predator and/or mentally ill.

9 **JANE DOE #20 (P.C.)**

10 141. A male massage therapist employed by Defendants sexually assaulted Plaintiff
11 JANE DOE #20 (P.C.) by inappropriately exposing and touching her breasts, nipples, buttocks,
12 vagina, and/or anus during a massage at Massage Envy – San Diego. Plaintiff reported the
13 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
14 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
15 report the allegations to local law enforcement and/or state massage therapy boards, failing to
16 take any action to prevent such misconduct, failing to warn customers of the problem of women
17 being sexually assaulted at their franchise locations by massage therapists, and by telling the
18 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
19 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
20 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
21 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
22 hired at another Massage Envy franchise location knowing or having reason to know he was a
23 sexual predator and/or mentally ill.

24 **JANE DOE #21 (D.G.)**

25 142. A male massage therapist employed by Defendants sexually assaulted Plaintiff
26 JANE DOE #21 (D.G.) by inappropriately exposing and touching her breasts, nipples, buttocks,
27 vagina, and/or anus during a massage at Massage Envy – San Rafael. Plaintiff reported the

1 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
2 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
3 report the allegations to local law enforcement and/or state massage therapy boards, failing to
4 take any action to prevent such misconduct, failing to warn customers of the problem of women
5 being sexually assaulted at their franchise locations by massage therapists, and by telling the
6 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
7 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
8 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
9 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
10 hired at another Massage Envy franchise location knowing or having reason to know he was a
11 sexual predator and/or mentally ill.

12 **JANE DOE #22 (A.M.)**

13 143. A male massage therapist employed by Defendants sexually assaulted Plaintiff
14 JANE DOE #22 (A.M.) by inappropriately exposing and touching her breasts, nipples, buttocks,
15 vagina, and/or anus during a massage at Massage Envy – Simi Valley. Plaintiff reported the
16 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
17 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
18 report the allegations to local law enforcement and/or state massage therapy boards, failing to
19 take any action to prevent such misconduct, failing to warn customers of the problem of women
20 being sexually assaulted at their franchise locations by massage therapists, and by telling the
21 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
22 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
23 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
24 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
25 hired at another Massage Envy franchise location knowing or having reason to know he was a
26 sexual predator and/or mentally ill.

27 **JANE DOE #23 (C.H.)**

144. A male massage therapist employed by Defendants sexually assaulted Plaintiff JANE DOE #23 (C.H.) by inappropriately exposing and touching her breasts, nipples, buttocks, vagina, and/or anus during a massage at Massage Envy – South Pasadena. Plaintiff reported the massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the allegations. Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to local law enforcement and/or state massage therapy boards, failing to take any action to prevent such misconduct, failing to warn customers of the problem of women being sexually assaulted at their franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-hired at another Massage Envy franchise location knowing or having reason to know he was a sexual predator and/or mentally ill.

JANE DOE #24 (R.L.)

145. A male massage therapist employed by Defendants sexually assaulted Plaintiff JANE DOE #24 (R.L.) by inappropriately exposing and touching her breasts, nipples, buttocks, vagina, and/or anus during a massage at Massage Envy – Sunnyvale. Plaintiff reported the massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the allegations. Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to local law enforcement and/or state massage therapy boards, failing to take any action to prevent such misconduct, failing to warn customers of the problem of women being sexually assaulted at their franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-

1 hired at another Massage Envy franchise location knowing or having reason to know he was a
2 sexual predator and/or mentally ill.

3 **JANE DOE #25 (M.M.)**

4 146. A male massage therapist employed by Defendants sexually assaulted Plaintiff
5 JANE DOE #25 (M.M.) by inappropriately exposing and touching her breasts, nipples,
6 buttocks, vagina, and/or anus during a massage at Massage Envy – Tustin. Plaintiff reported the
7 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
8 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
9 report the allegations to local law enforcement and/or state massage therapy boards, failing to
10 take any action to prevent such misconduct, failing to warn customers of the problem of women
11 being sexually assaulted at their franchise locations by massage therapists, and by telling the
12 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
13 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
14 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
15 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
16 hired at another Massage Envy franchise location knowing or having reason to know he was a
17 sexual predator and/or mentally ill.

18 **JANE DOE #26 (J.M.)**

19 147. A male massage therapist employed by Defendants sexually assaulted Plaintiff
20 JANE DOE #26 (J.M.) by inappropriately exposing and touching her breasts, nipples, buttocks,
21 vagina, and/or anus during a massage at Massage Envy – Union City. Plaintiff reported the
22 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
23 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
24 report the allegations to local law enforcement and/or state massage therapy boards, failing to
25 take any action to prevent such misconduct, failing to warn customers of the problem of women
26 being sexually assaulted at their franchise locations by massage therapists, and by telling the
27 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults

1 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
2 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
3 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
4 hired at another Massage Envy franchise location knowing or having reason to know he was a
5 sexual predator and/or mentally ill.

6 **JANE DOE #27 (V.S.)**

7 148. A male massage therapist employed by Defendants sexually assaulted Plaintiff
8 JANE DOE #27 (V.S.) by inappropriately exposing and touching her breasts, nipples, buttocks,
9 vagina, and/or anus during a massage at Massage Envy – Ventura. Plaintiff reported the
10 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
11 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
12 report the allegations to local law enforcement and/or state massage therapy boards, failing to
13 take any action to prevent such misconduct, failing to warn customers of the problem of women
14 being sexually assaulted at their franchise locations by massage therapists, and by telling the
15 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
16 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
17 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
18 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
19 hired at another Massage Envy franchise location knowing or having reason to know he was a
20 sexual predator and/or mentally ill.

21 **JANE DOE #28 (Z.B.)**

22 149. A male massage therapist employed by Defendants sexually assaulted Plaintiff
23 JANE DOE #28 (Z.B.) by inappropriately exposing and touching her breasts, nipples, buttocks,
24 vagina, and/or anus during a massage at Massage Envy – Walnut Creek. Plaintiff reported the
25 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
26 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
27 report the allegations to local law enforcement and/or state massage therapy boards, failing to

1 take any action to prevent such misconduct, failing to warn customers of the problem of women
2 being sexually assaulted at their franchise locations by massage therapists, and by telling the
3 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
4 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
5 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
6 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
7 hired at another Massage Envy franchise location knowing or having reason to know he was a
8 sexual predator and/or mentally ill.

9 **JANE DOE #29 (J.S.)**

10 150. A male massage therapist employed by Defendants sexually assaulted Plaintiff
11 JANE DOE #29 (M.L.) by inappropriately exposing and touching her breasts, nipples, buttocks,
12 vagina, and/or anus during a massage at Massage Envy – Burlingame. Plaintiff reported the
13 massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
14 allegations. Defendants covered up their massage therapist's sexual misconduct by failing to
15 report the allegations to local law enforcement and/or state massage therapy boards, failing to
16 take any action to prevent such misconduct, failing to warn customers of the problem of women
17 being sexually assaulted at their franchise locations by massage therapists, and by telling the
18 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
19 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
20 failing to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
21 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
22 hired at another Massage Envy franchise location knowing or having reason to know he was a
23 sexual predator and/or mentally ill.

24 **JANE DOE #30 (C.G.)**

25 151. A male massage therapist employed by Defendants sexually assaulted Plaintiff
26 JANE DOE #30 (C.G.) by inappropriately exposing and touching her breasts, nipples, buttocks,
27 vagina, and/or anus during a massage at Massage Envy – San Mateo. Plaintiff reported the

1 message therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
2 allegations. Defendants covered up their message therapist's sexual misconduct by failing to
3 report the allegations to local law enforcement and/or state massage therapy boards, failing to
4 take any action to prevent such misconduct, failing to warn customers of the problem of women
5 being sexually assaulted at their franchise locations by massage therapists, and by telling the
6 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
7 committed by their massage therapists. Defendants ratified their message therapist's conduct by
8 failing to reprimand, punish, report, or otherwise sanction the message therapist for his sexual
9 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
10 hired at another Massage Envy franchise location knowing or having reason to know he was a
11 sexual predator and/or mentally ill.

12 **JANE DOE #31 (B.R.)**

13 152. A male massage therapist employed by Defendants sexually assaulted Plaintiff
14 JANE DOE #30 (C.G.) by inappropriately exposing and touching her breasts, nipples, buttocks,
15 vagina, and/or anus during a massage at Massage Envy – San Mateo. Plaintiff reported the
16 message therapist's sexual misconduct to Defendants, but Defendants failed to investigate the
17 allegations. Defendants covered up their message therapist's sexual misconduct by failing to
18 report the allegations to local law enforcement and/or state massage therapy boards, failing to
19 take any action to prevent such misconduct, failing to warn customers of the problem of women
20 being sexually assaulted at their franchise locations by massage therapists, and by telling the
21 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
22 committed by their massage therapists. Defendants ratified their message therapist's conduct by
23 failing to reprimand, punish, report, or otherwise sanction the message therapist for his sexual
24 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-
25 hired at another Massage Envy franchise location knowing or having reason to know he was a
26 sexual predator and/or mentally ill.

27 ///

ALL DEFENDANTS

153. At all times relevant hereto, Defendants authorized and/or entrusted the massage therapists to have skin-to-skin contact with female customers and to be alone with them while the customers were undressed and in a vulnerable position. The massage therapists were aided in their commission of the sexual misconduct described more fully above and below by virtue of their duties as massage therapists because JANE DOE #1 (N.K.) through JANE DOE #31 (B.R.) were already undressed in a private room in a vulnerable position per the protocol of massage clients at Massage Envy franchises.

154. The sexual misconduct described herein occurred on a massage table, on the premises operated and/or controlled by Defendants. The improper touching and harassment of Plaintiffs occurred during normal business hours of the Massage Envy locations, and occurred in the course and scope of the performance of duties of massage therapists while they were making skin-to-skin contact with female customers' bodies, including JANE DOE #1 (N.K.) through JANE DOE #31 (B.R.)

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

156. The massage therapists engaged in unpermitted, harmful and offensive touching

1 and contact upon the person of JANE DOE #1 (N.K.) through JANE DOE #31 (B.R.) in
2 violation of California law. Said conduct was undertaken while the massage therapists were
3 employees and agents of Defendants, while in the course and scope of employment with said
4 Defendants, and/or was ratified by said Defendants. Incidents of sexual misconduct by massage
5 therapists in Massage Envy's service or employment were neither isolated nor unusual. For
6 years, Defendants failed to reprimand, punish, report, or otherwise sanction massage therapists,
7 which it knew or had reason to know were sexual predators and/or mentally ill.

8 157. Defendants' failure to take appropriate action against the massage therapists
9 following their inappropriate sexual behavior toward JANE DOE #1 (N.K.) through JANE DOE
10 #31 (B.R.) thereby ratified the actions of the massage therapists, giving them access to further
11 sexually assault other female customers in the future. By not terminating the massage
12 therapists' employment, Defendants approved, aided and abetted, adopted, and ratified their
13 improper touching. No one from Defendants reported the improper touching to law
14 enforcement or any governmental licensing or regulatory agency, or anyone for that matter.

15 158. Defendants owed a duty to female customers, including JANE DOE #1 (N.K.)
16 through JANE DOE #31 (B.R.), to provide a reasonably safe environment for them, to ensure
17 their safety, and to provide reasonably necessary supervision and oversight for their safety and
18 welfare while at Massage Envy franchise locations, including Massage Envy – Burlingame,
19 West Covina, Redondo Beach, Beverly Hills, Elk Grove, Studio City, Alameda, Chino, El
20 Dorado Hills, Hermosa Beach, Manhattan Beach, Marina del Rey, Oxnard, San Diego, San
21 Mateo, Foster City, San Rafael, Simi Valley, South Pasadena, Sunnyvale, Tustin, Union City,
22 Ventura, and Walnut Creek. Defendants failed to fulfill their legal duty to provide a reasonably
23 safe environment for female customers at Massage Envy franchise locations.

24 159. Defendants had a duty to take reasonable steps to ensure that massage therapists
25 at Massage Envy franchise locations were psychologically fit to provide massage therapy
26 services to female customers at their franchise locations. Defendants failed to fulfill their legal
27 duty to ensure that massage therapists were psychologically fit to provide massage therapy

1 services to female customers at their franchise locations.

2 160. To the contrary, Defendants hired, retained, transferred and/or re-hired
3 individuals who it knew and/or had reason to know were sexual predators, including, but not
4 limited to their massage therapists. As a result, massage therapists at Massage Envy franchise
5 locations have sexually assaulted numerous women nationwide. Defendants have willfully
6 failed to report these assaults to police or to other public authorities including, but not limited
7 to, assaults pertaining to JANE DOE #1 (N.K.) through JANE DOE #31 (B.R.).

8 161. As a result of Defendants' negligent, careless, and reckless acts and omissions,
9 numerous women, including JANE DOE #1 (N.K.) through JANE DOE #31 (B.R.), were
10 improperly touched by depraved predators, who exploited their position as massage therapists to
11 violate innocent and unsuspecting women. Defendants failed to take reasonable steps to ensure
12 that massage therapists at Massage Envy franchise locations were psychologically fit to provide
13 massage therapy services to unsuspecting, vulnerable female customers. As a direct result of
14 Defendants' tortious acts and omissions, Plaintiffs suffered severe emotional distress.
15 Defendants knowingly permitted massage therapists to be employed, retained, rehired, and/or
16 assigned who they knew and/or had reason to know, were psychologically unfit to provide
17 massage therapy services to unsuspecting, vulnerable female customers. As a direct result of
18 Defendants' acts, Plaintiffs suffered severe physical injuries and emotional distress. Defendants
19 employed, retained, transferred, re-hired and/or assigned massage therapists who it knew or
20 should have known were sexual predators and/or mentally ill.

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

- 24 a. Failure to investigate the backgrounds of massage therapists in the
- 25 employ or service of the Defendants;
- 26 b. Failure to prohibit, restrict, or limit the activities of massage therapists
- 27 suspected of sexual misconduct and/or those known to be sexual

1 predators;

2 c. Failure to reasonably and properly investigate allegations of sexual
3 misconduct;

4 d. Failure to properly train and instruct investigators;

5 e. Failure it have in place, standards of acceptable and unacceptable
6 conduct;

7 f. Failure to formulate, effectuate and enforce policies to prevent and/or
8 minimize the risk of sexual misconduct to female customers by agents,
9 servants, and/or employees of the Defendants;

10 g. Failure to designate competent investigators to evaluate complaints of
11 sexual misconduct;

12 h. Failure to have in place standards for reporting acts of sexual misconduct
13 to law enforcement authorities;

14 i. Failure to have in place standards for reporting acts of sexual misconduct
15 to public officials and/or state massage therapy boards; and

16 j. Failure to warn customers regarding the danger of sexual assaults by
17 massage therapists at franchise locations.

18 163. Defendants had a duty to take reasonable steps to ensure that massage therapists,
19 whose duties placed them in close proximity to unsuspecting female customers, were
20 psychologically fit to perform those duties without jeopardizing the safety of said women.

21 Defendants had a duty to take reasonable steps to supervise the actions of their massage
22 therapists while providing services to female customers at Massage Envy franchises, especially
23 considering their knowledge of sexual assaults at franchise locations occurring at an
24 "enormous" number.

25 164. Defendants failed to take reasonable steps to ensure that massage therapists were
26 psychologically fit to provide massage therapy services to female customers at Massage Envy
27 franchise locations, after the Defendants knew, and/or should have known, of the dangers posed

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

7 165. Defendants' wrongdoing, however, did not stop there. Defendants employed
8 deliberate strategies to conceal known sexual misconduct by massage therapists in the employ
9 or service of Defendants. These strategies included the following:

- 10 a. Conducting sham investigations which were designed to avoid
11 establishing culpability of massage therapists accused of sexual
12 misconduct;
- 13 b. Failing to interview witnesses or persons who possessed, or may have
14 possessed, information which might tend to establish the guilt of an
15 accused massage therapist;
- 16 c. Routinely transferring, assigning and/or re-hiring massage therapists
17 suspected of improperly touching female customers to and/or at other
18 Massage Envy locations;
- 19 d. Purposefully failing to inform customers of the acts of sexual misconduct
20 and/or allegations of same, despite circumstances which gave rise to a
21 duty to disclose such information and in fact, recommending massage
22 therapists who were known to have improperly touched female
23 customers;
- 24 e. Knowingly harboring sexual predators that were suspected and/or
25 accused of sexual misconduct;
- 26 f. Purposefully refusing to notify law enforcement and/or state massage
27 therapy board officials when there existed reasonable grounds to believe

1 that a massage therapist had engaged in improper sexual conduct with a
2 female customer; and

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

4 166. Defendants outrageously employed these strategies knowing that they exposed
5 female customers, including Plaintiffs, to a significant risk of serious physical and
6 psychological harm, including a significant risk of improper touching. Defendants' actions
7 were willful, malicious, wanton, outrageous, abhorrent, abominable, revolting, vile, and
8 unconscionable because Defendants were motivated by a desire to protect themselves at the
9 expense of female customers who would foreseeably be improperly touched. Through the
10 negligent hiring and supervision by Defendants, the massage therapists' unfitness and
11 dangerous propensities proximately caused the resulting injuries to Plaintiffs. Defendants
12 breached their duty of reasonable care in hiring the massage therapists because of the sensitive
13 nature of the employment, which predictably involved a close degree of contact with vulnerable
14 persons such as Plaintiffs.

15 167. Defendants were willful, wanton, reckless, negligent in overseeing and
16 supervising and grossly negligent as a result of its employee, agent and/or servant's acts as
17 follows:

- 18 a. In failing to supervise and control massage therapist employees;
19 b. In negligently supervising massage therapists' interaction with the
20 patrons of the Defendants;
21 c. In failing to use reasonable measures to ensure the safety of patrons of
22 Defendants and to prevent massage therapists from improperly touching
23 customers of Defendants;
24 d. In failing to provide adequate supervision of massage therapists;
25 e. In failing to make themselves aware of the ongoing activity of the patrons
26 of Defendants and/or massage therapists;
27 f. In failing to take the usual and ordinary means by which the safety of the

1 patrons of Defendants would be ensured;

2 g. In failing to use ordinary skill and care to protect Plaintiffs, which
3 Defendants undertook to perform;

4 h. In failing to ensure that Plaintiffs would not be injured by massage
5 therapists;

6 i. In failing to follow up and investigate complaints made regarding
7 massage therapists by patrons; and

8 j. In such other ways as will become evident during discovery.

9 168. Defendants then became directly liable because they approved, aided and
10 abetted, adopted, and ratified the massage therapists' improper touching of Plaintiffs.
11 Defendants' knowing acquiescence and silence with respect to the known, or reasonably
12 knowable, activities of massage therapists constituted a course of conduct through which acts of
13 sexual perversion and the violation of Massage Envy customers, including Plaintiffs, were
14 condoned, approved and effectively authorized. Through Defendants' failure to timely
15 reprimand and sanction the acts referenced herein, and for all of the other reasons set forth in
16 this Complaint including, without limitation, its failure to take the steps necessary to prevent the
17 occurrence of such reprehensible acts the Defendants ratified said actions and, accordingly, are
18 vicariously liable for the actions of the massage therapists.

19 169. As a direct and proximate result of the foregoing, Plaintiffs have suffered, and
20 continue to suffer, severe emotional distress. Plaintiffs have suffered and continue to suffer
21 great pain of mind and body, shock, emotional distress, physical manifestations of emotional
22 distress, embarrassment, loss of self-esteem, disgrace, humiliation and loss of enjoyment of life;
23 were prevented and will continue to be prevented from performing Plaintiffs' daily activities
24 and obtaining the full enjoyment of life; and/or have suffered a loss of income and/or loss of
25 earning capacity and incurred and will continue to incur expenses for medical and psychological
26 treatment, therapy and counseling.

27 170. Defendants and each of them, engaged in the conduct alleged herein with malice,

1 oppression, and fraud. The conduct of Defendants, and each of them, was despicable and was
2 done with a willful and knowing disregard of the rights or safety of Plaintiffs and other female
3 customers. Defendants, and each of them, knew that the massage therapists had a propensity to
4 improperly touch female customers and were aware of the probable dangerous consequences of
5 allowing them to continue massages for female customers, yet they continued to pay the
6 massage therapists to work with physical access to more unsuspecting female victims, including
7 Plaintiffs. Defendants' conduct was despicable and subjected Plaintiffs to cruel and unjust
8 hardship in knowing disregard of their rights. Their conduct was so vile, base, and contemptible
9 that it would be looked down on and despised by reasonable people. Defendants intentionally
10 concealed the massage therapists' dangerous propensities from Plaintiffs with reckless
11 indifference toward Plaintiffs' health, safety, and emotional well-being. Defendants' conduct
12 alleged herein is outrageous and so extreme that it goes beyond all possible bounds of decency.
13 A reasonable person would regard the conduct of Defendants as intolerable in a civilized
14 community.

15 **FIRST CAUSE OF ACTION**

16 **Negligence**

17 **(Against All Defendants)**

18 171. Plaintiffs incorporate herein by reference, as though set forth in full, all
19 proceeding Paragraphs of this Complaint.

20 172. At all times herein mentioned, Defendants, and each of them, provided massage
21 services.

22 173. Prior to the incidents, Defendants, and each of them, expressly and implicitly
23 warranted to Plaintiffs that Defendants were competent, and that they possessed and exercised
24 reasonable care and skill in providing massages without physically or emotionally harming
25 customers such as Plaintiffs.

26 174. At all relevant times herein the massage therapists, while in the course and scope
27 of their employment with Defendants, intended to cause harmful or offensive contact with

1 intimate parts of Plaintiffs, and sexually offensive contact with Plaintiffs directly and indirectly
2 resulted therefrom.

3 175. At all relevant times herein, the massage therapists, while in the course and
4 scope of their employment with Defendants, acted to cause Plaintiffs to be in imminent
5 apprehension of sexually offensive contact, and sexually offensive contact with Plaintiffs
6 directly and indirectly resulted therefrom.

7 176. Defendants owed to the public in general, and to Plaintiffs in particular, a duty to
8 reasonably identify, remove, and/or report to law enforcement authorities and/or to government
9 agencies individuals who it knew, or should have known, were sexual predators in its service
10 and employ. Defendants owed to the public in general, and to Plaintiffs in particular, a duty to
11 reasonably supervise and/or monitor individuals who it knew, or should have known, were
12 sexual predators in its service and employ. Defendants owed to Plaintiffs a duty to control the
13 acts of their agents, servants, and/or employees.

14 177. The acts and omissions of Defendants complained of herein constitute negligent
15 and reckless hiring, training, supervision, and retention of the massage therapists. It was
16 foreseeable that if Defendants did not adequately exercise or provide the duty of care owed to
17 female customers in their care, including, but not limited to Plaintiffs, they would be vulnerable
18 to sexual misconduct by massage therapists. Defendants also negligently and improperly failed
19 to exercise the minimal and reasonable care by failing to warn Plaintiffs about the massage
20 therapists' known history and propensity to improperly touch women, and by permitting and
21 encouraging the massage therapists to have physical access to Plaintiffs' bodies on the premises
22 of Defendants. Based on the acts alleged above, Defendants knew, or should have known, that
23 their failure to exercise due care toward Plaintiffs would, and did, cause Plaintiffs severe
24 emotional distress.

25 178. Despite actual knowledge of multiple instances in which sexual predators were
26 employed, transferred, re-hired and/or assigned to positions within Massage Envy franchise
27 locations and despite the foreseeable risk that said sexual predators would engage in repeated

1 acts of sexual misconduct, Defendants did not have in place or failed to enforce adequate,
2 reasonable, and necessary rules, regulations, policies, and procedures which could effectively
3 identify, and deal with sexual predators. Defendants did not have in place adequate, reasonable,
4 and necessary rules, regulations, policies, and procedures for the removal of sexual predators in
5 the employ and/or service of Defendants. Defendants did not have in place adequate,
6 reasonable, and necessary rules, regulations, policies, and procedures, which provided for the
7 reporting to criminal authorities sexual predators in the employ and/or service of Defendants.
8 Defendants did not have in place adequate, reasonable, and necessary rules, regulations,
9 policies, and procedures, which provided for the reporting to state boards of massage therapy
10 the presence of sexual predators in the employ and/or service of Defendants.

11 179. Defendants failed to fulfill their legal duty to protect Plaintiffs and other female
12 customers from the sexual misconduct of their massage therapists. Defendants failed to take
13 reasonable steps to ensure that massage therapists at Massage Envy franchise locations were
14 psychologically fit to provide massage therapy services to female customers. These failures
15 included the following: (a) failure to investigate the background of massage therapists in its
16 employ or service; (b) failure to prohibit, restrict, or limit the activities of massage therapists
17 suspected of sexual misconduct and/or those known to be sexual predators; (c) failure to
18 reasonably and properly investigate allegations of sexual misconduct; (d) failure to properly
19 train and instruct investigators; (e) failure to have in place standards of acceptable and
20 unacceptable conduct; (f) failure to designate competent investigators to evaluate complaints of
21 sexual misconduct; and (g) failure to have in place standards for reporting acts of sexual
22 misconduct to law enforcement authorities and/or state boards of massage therapy.

23 180. Moreover, the negligent, reckless, outrageous, deliberately and recklessly
24 indifferent and unlawful conduct of Defendants, as set forth above and herein, further consisted
25 of: (a) permitting massage therapists to improperly touch female customers, including Plaintiffs;
26 (b) permitting massage therapists to engage in sexual misconduct with female customers,
27 including Plaintiffs, on the premises of Massage Envy franchise locations during operating

1 hours; (d) failing to properly and adequately supervise and discipline their employees to prevent
2 the improper touching that occurred to Plaintiffs; (e) failing to adopt, enforce and/or follow
3 adequate policies and procedures for the protection and reasonable supervision of female
4 customers who engaged the services of Defendants, including Plaintiffs, and, in the alternative,
5 failing to implement and comply with such procedures which had been adopted; (f) failing to
6 implement, enforce and/or follow adequate protective and supervisory measures for the
7 protection of female customers, including Plaintiffs; (g) creating an environment that facilitated
8 improper touching by massage therapists on Plaintiffs; (h) failing to adopt, enforce and/or
9 follow policies and procedures to protect female customers against harmful contact by its
10 massage therapists; (i) failing to warn Plaintiffs of the risk of harm posed by the massage
11 therapists after Defendants knew or should have known of such risk; (j) failing to warn
12 Plaintiffs of the risk of harm that Plaintiffs may suffer as a result of contact with the massage
13 therapists; (k) failing to warn or otherwise make reasonably safe the property which Defendants
14 possessed and/or controlled, leading to the harm of Plaintiffs; (l) failing to adopt/implement
15 and/or enforce policies and procedures for the reporting to law enforcement, state board of
16 massage therapy and/or other authorities of sexual misconduct by massage therapists; (m)
17 failing to report improper touching by massage therapists to authorities; (n) violating their own
18 policies and/or by-laws regarding sexual misconduct by staff; (o) ignoring, concealing, or
19 otherwise mitigating the seriousness of the known danger that the massage therapists posed; (p)
20 failing to prevent the sexual misconduct that was committed by the massage therapists on
21 Plaintiffs and other women they improperly touched; (q) allowing the massage therapists to
22 remain employed after knowing that they improperly touched a female customer; (r) failing to
23 properly supervise and/or discipline their employees; (s) failing to adequately and properly train
24 their employees regarding sexual misconduct of female customers by massage therapists; and (t)
25 negligently managing and/or operating Massage Envy franchise locations.

26 181. Defendants having advertised and promoted Massage Envy as having a "zero
27 tolerance" policy relating to sexual misconduct by massage therapists, explicitly and/or

1 implicitly represented to the public in general, and to Plaintiffs in particular, that the massage
2 therapists in their employ and service were not only psychologically fit but were therapists who
3 could be entrusted with the safety and well-being of female customers. Defendants made these
4 explicit and implied representations knowing that they were false and/or having reason to
5 believe that they were false, and with the expectation that they would be relied upon by female
6 customers making decisions regarding their engagement of massage/spa services. Defendants
7 did not have in place adequate, reasonable, and necessary rules, regulations, policies, and
8 procedures with respect to the removal and/or supervision of individuals in its employ or service
9 who were suspected of being sexual predators. Defendants failed to reasonably identify,
10 remove, and/or report (to law enforcement authorities and/or to state massage therapy boards)
11 sexual predators in their service and employ. Defendants failed to reasonably supervise and/or
12 monitor individuals who it knew, or should have known, were sexual predators in their service
13 and employ. Defendants negligently, carelessly, and/or intentionally failed to timely and
14 reasonably identify, remove, and/or report (to law enforcement authorities and/or to state boards
15 of massage therapy) the massage therapists as sexual predators. Defendants hired, retained
16 and/or assigned the massage therapists to Plaintiffs knowing or having reason to know that they
17 were sexual predators. Defendants further breached their duty of care to Plaintiffs by failing to
18 protect the Plaintiffs from foreseeable harm from the sexual misconduct of employees of
19 Defendants. Defendants further breached their duty of care by failing to warn Plaintiffs of the
20 propensities of the massage therapists and by failing to provide a safe and secure environment
21 for Plaintiffs.

22 182. Defendants ratified the improper touching committed by the massage therapists
23 by continuing to employ them as massage therapists and giving them access to touch the bodies
24 of female customers including Plaintiffs, after having actual knowledge that the massage
25 therapists had improperly touched prior customers.

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

1 alleged herein.

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

6 **SECOND CAUSE OF ACTION**

7 **Premises Liability**

8 **(Against All Defendants)**

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

11 186. Defendants owned, occupied, managed, operated, controlled, leased or serviced
12 the subject premises.

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

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

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

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

24 **THIRD CAUSE OF ACTION**

25 **Intentional Infliction of Emotional Distress**

26 **(Against All Defendants)**

27 191. Plaintiffs incorporate herein by reference, as though set forth in full, all

1 preceding Paragraphs of this Complaint.

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

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

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

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

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

18 **FOURTH CAUSE OF ACTION**

19 **Sexual Battery**

20 **(Against All Defendants)**

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

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

26 199. Defendants' conduct was a substantial factor in causing Plaintiffs' physical and
27 emotional harm.

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

201. 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.

202. 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.

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

FIFTH CAUSE OF ACTION

GENDER VIOLENCE - Violation of California Civil Code § 52.4

(Against All Defendants)

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

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

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

207. Defendants caused a physical intrusion or a physical invasion of a sexual nature under coercive conditions to Plaintiffs' persons in that Plaintiffs were improperly exposed and

1 touched by the massage therapists, all without Plaintiffs' consent.

2 208. The acts of violence as alleged above were directed at Plaintiffs because they
3 were women. These acts were intended to humiliate and degrade Plaintiffs because they were
4 women. These acts robbed Plaintiffs of their dignity.

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

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

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

19 **SIXTH CAUSE OF ACTION**

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

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

22 **(Against All Defendants)**

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

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

27 214. Plaintiffs are informed and believe and thereon allege that they will continue to

1 suffer extreme mental, physical, and pain and suffering in the future as a result of the injuries
2 alleged herein.

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

7 216. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

8 217. As a result of the aforementioned conduct, Plaintiffs are entitled to a \$25,000.00
9 penalty and/or punitive damages for Defendants' conduct in violation of Civil Code § 51.7, as
10 well as attorney's fees and costs pursuant to Civil Code § 52.

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

18 **SEVENTH CAUSE OF ACTION**

19 **FALSE IMPRISONMENT**

20 **(Against All Defendants)**

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

23 220. The massage therapists recklessly, negligently, and wrongly restrained, confined,
24 and detained Plaintiffs by depriving them of their freedom of movement by use of physical
25 force without Plaintiffs' consent.

26 221. The massage therapists were still employed as massage therapists at Defendants.
27 Defendants failed to adequately investigate and reprimand the massage therapists. By allowing

1 them to continue working as massage therapists after each of the aforementioned incidents and
2 failing to adequately investigate and reprimand them, Defendants approved, aided and abetted,
3 adopted, and ratified the massage therapists' false imprisonment of Plaintiffs.

4 222. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

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

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

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

15 **EIGHTH CAUSE OF ACTION**

16 **NEGLIGENT MISREPRESENTATION**

17 **(Against All Defendants)**

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

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

24 228. Plaintiffs reasonably relied on Defendants' misrepresentations in obtaining
25 massages at Massage Envy locations, and their reliance on Defendants' misrepresentations were
26 a substantial factor in causing their harm. If Plaintiffs had known the facts Defendants
27 concealed about their service, security screening, and massage therapists, they would not have

1 accepted massages from the massage therapists. Defendants failed to provide Plaintiffs with
2 safe massages.

3 **NINTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

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

9 230. Defendants made false representations and false promises that harmed Plaintiffs.

10 231. Defendants falsely represented to Plaintiffs that they had a “zero tolerance”
11 policy relating to sexual misconduct by massage therapists. Defendants falsely represented to
12 Plaintiffs that the massage therapists in their employ and service were not only psychologically
13 fit, but were therapists who could be entrusted with the safety and well-being of female
14 customers. Defendants represented that their massage therapists were properly screened and
15 were safe.

16 232. Defendants falsely represented to Plaintiffs that their massages were safe and
17 that their massage therapists were safe.

18 233. Defendants knew these representations were false and intended for customers,
19 like Plaintiffs, to rely on them.

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

235. Plaintiffs reasonably relied on Defendants' misrepresentations in getting 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 never have accepted massages from the massage therapists. Defendants failed to provide Plaintiffs with safe massages.

TENTH CAUSE OF ACTION

CONSUMER LEGAL REMEDIES ACT – Violation of Civil Code § 1750, *et seq.*

(Against All Defendants)

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

237. Plaintiffs are consumers and Massage Envy massage services are goods or services as those terms are defined in Civil Code § 1761.

238. Each Defendant is a “person,” as that term is defined in Civil Code § 1761(c).

239. Each Plaintiff's massage at the Massage Envy locations constituted a "transaction," as that term is defined in Civil Code § 1761(e).

240. As detailed above, Defendants have engaged in and continue to engage in business practices in violation of Civil Code § 1750, *et seq.* (the CLRA) by inter alia, actively concealing and failing to warn customers about the inadequacy of their background screening of massage therapists, as well as their failure to monitor the conduct of massage therapists after hire.

241. Defendants also misled consumers about the safety of their services by falsely claiming they had a “zero tolerance” policy relating to sexual misconduct by massage therapists. Defendants misled consumers that the massage therapists in their employ and service were not only psychologically fit, but were therapists who could be entrusted with the safety and well-being of female customers.

242 Defendants have actively concealed and failed to disclose this information

1 knowing that such information is material to a reasonable consumer's decision to use Massage
2 Envy for massage services, and thereby misrepresented the safety of massages offered by
3 Massage Therapy.

4 243. Defendants' business practices are unfair and/or deceptive and should be
5 enjoined.

6 244. Defendants have engaged in unfair or deceptive acts or practices intended to
7 result in consumers agreeing to pay Defendants for massage services in violation of Civil Code
8 § 1770.

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

14 246. As a direct and proximate result of Defendants' conduct, as set forth herein,
15 Defendants have received ill-gotten gains and profits. Therefore, Defendants have been
16 unjustly enriched.

17 247. Plaintiffs will suffer irreparable harm unless Defendants' conduct is enjoined.

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

20 249. On July 17, 2018, Plaintiffs JANE DOE #1 (N.K.) through JANE DOE #6 (L.S.)
21 notified Defendants in writing that their conduct is in violation of the CLRA and demanded that
22 Defendants remedy the violations. On July 20, 2018, Defendants received Plaintiffs' notice.
23 Defendants did not remedy the violations, agree to remedy the violations, or provide notice to
24 their affected consumers. Instead, Defendants wrote to Plaintiffs' counsel instructing Plaintiffs
25 that Defendants would not remedy the violations or provide notice to their affected consumers.

26 250. As Defendants failed to remedy their violations and provide notice to their
27 affected consumers within thirty (30) days of receiving Plaintiffs JANE DOE #1 (N.K.) through

1 JANE DOE #6 (L.S.)'s notice, and it has been more than thirty (30) days since Plaintiffs filed
2 the original Complaint in this action, Plaintiffs JANE DOE #1 (N.K.) through JANE DOE #5
3 (J.M.) are entitled to recover actual, punitive and statutory damages pursuant to the CLRA §
4 1782(2), including attorneys' fees and costs to the full extent allowed by law.

5 251. Plaintiffs JANE DOE #6 (L.S.) through JANE DOE #31 (B.R.) will notify
6 Defendants in writing that their conduct is in violation of the CLRA and demand that
7 Defendants remedy the violations. If after 30 days, Defendants have failed to remedy their
8 violations, Plaintiffs will amend this Second Amended Complaint to add claims for actual,
9 punitive and statutory damages pursuant to the CLRA § 1782(2), including attorneys' fees and
10 costs to the full extent allowed by law.

11 252. Additionally, under Civil Code § 1021.5, Plaintiffs seek reasonable attorneys'
12 fees as this lawsuit seeks the enforcement of an important right affecting the public interest and
13 satisfies the statutory requirements for an award of attorneys' fees.

14 **ELVENTH CAUSE OF ACTION**

15 **CIVIL CONSPIRACY**

16 **(Against All Defendants)**

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

19 254. Plaintiffs are informed and believe and thereon allege that Defendants knowingly
20 and willfully conspire and agree among themselves to misrepresent to Plaintiffs and all of
21 Defendants' customers that there was a problem of women being sexually assaulted at their
22 Massage Envy franchise locations by its massage therapists. This conspiracy continues to this
23 day.

24 255. MEF, other Defendants named herein, and other of MEF's franchisees conspired
25 to keep the problem of woman being sexually assaulted at its franchise locations by massage
26 therapists from Plaintiffs, and all of Defendants' customers. Instead of informing Plaintiffs and
27 all of Defendants' customers about the problem of woman being sexually assaulted at its

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

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

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

21 258. These acts constituted malicious conduct which was carried on by said
22 Defendants with willful and conscious disregard for Plaintiffs' rights with the intention of
23 willfully concealing the problem of woman being sexually assaulted at its franchise locations by
24 massage therapists, and was despicable conduct that subjected Plaintiffs to a cruel and unjust
25 hardship so as to justify an award of exemplary and punitive damages. Accordingly, punitive
26 damages should be awarded against Defendants to punish them and deter them and other such
27 persons from committing such wrongful and malicious acts in the future.

1 **TWELFTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 260. Defendants have engaged in and continue to engage in unlawful, fraudulent and
8 unfair practices, which are substantially likely to mislead Plaintiffs and all of Defendants'
9 customers, by representing intentionally misrepresenting that their Massage Envy franchise
10 locations were safe from sexual assaults, when in fact they knew they were not and their
11 statements were false.

12 261. Plaintiffs are informed and believe and thereon allege that Defendants' conduct
13 resulted in profits and pecuniary gain received from Plaintiffs and all of Defendants' customers
14 who contracted with Defendants and/or purchased massage services from Defendants.

15 262. The business acts and practices of Defendants are unlawful, unfair and deceptive
16 within the meaning of the consumer protection statutes because, inter alia, Defendants engaged
17 in fraud by intentionally misrepresenting that their Massage Envy franchise locations were safe
18 from sexual assaults, when in fact they knew they were not and their statements were false.

19 Further, Defendants have engaged in, and continue to engage in the following unlawful, unfair
20 and/or fraudulent business practices in violation of Business and Professions Code § 17200:
21 sexual battery in violation of Civil Code § 1708.5; gender violence in violation of Civil Code §
22 52.4; Ralph Act sexual harassment in violation of the Civil Code § 51.7; civil conspiracy to
23 deprive Plaintiffs their civil rights based on sex; intentional infliction of emotional distress;
24 negligence and negligent supervision and hiring; and fraud, concealment and misrepresentation.

25 263. As a direct and proximate result of Defendants' conduct, as set forth herein,
26 Defendants have received ill-gotten gains and/or profits, including, but not limited to money.
27 Therefore, Defendants were and are unjustly enriched. Pursuant to Business & Professions Code

1 § 17203, Plaintiffs and the class request restitution and/or restitutionary disgorgement of all
2 sums, including profits, obtained in violation of Business & Professions Code §§17200, et seq.

3 264. Plaintiffs seek injunctive relief, restitution and restitutionary disgorgement of ill-
4 gotten gains from Defendants as specifically provided in Business & Professions Code § 17203.
5 Plaintiffs seek injunctive relief, restitution and restitutionary disgorgement of the ill-gotten
6 gains from Defendants.

7 265. Plaintiffs engaged counsel to prosecute this action.

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

15 **PRAYER FOR RELIEF**

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

- 18 1. For general damages;
- 19 2. For special damages for medical, hospital, past wage loss, loss of earning capacity
20 and incidental expenses;
- 21 3. For punitive damages/exemplary damages according to proof and pursuant to
22 Civil Code §§ 1708.5(3)(b) and 1782(2);
- 23 4. For attorney fees and/or penalties pursuant to Civil Code §§ 1708.5(3)(b) and
24 1782(2) and Civil Code §§ 51.7, 52, and 52.4, and Code of Civil Procedure §
25 1021.5;
- 26 5. For costs of suit herein incurred;
- 27 6. For injunctive relief pursuant to Civil Code §§ 1770 and 1780(a) and (e).

1 7. That the Court enter an order for restitution and/or restitutionary disgorgement of
2 profits wrongfully obtained by the Defendants pursuant to Business and Professions Code §§
3 17200, et seq.

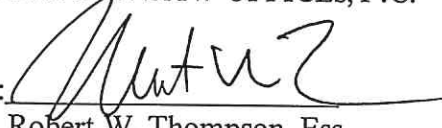
4 8. For such other and further relief as the court may deem proper.

5 **JURY DEMAND**

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

7 DATED: September 29, 2018

THOMPSON LAW OFFICES, P.C.

8
9 By: 
10 Robert W. Thompson, Esq.
11 Attorney for Plaintiffs
12 Jane Does 1-5 & 7-31
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