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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN MATEO
13 UNLIMITED CIVIL JURISDICTION
14

15 JANE DOE #1 (S.S.); JANE DOE #2 (N.Z.); JANE
16 DOE #3 (K.C.); JANE DOE #4 (A.G.); JANE DOE
17 #5 (N.M.); JANE DOE #6 (J.P.); JANE DOE #7
18 (E.R.); JANE DOE #8 (B.B.); JANE DOE #9 (J.C.);
19 JANE DOE #10 (E.D.); JANE DOE #11 (T.S.);
20 JANE DOE #12 (A.H.); JANE DOE #13 (S.L.);
21 JANE DOE #14 (T.M.); JANE DOE #15 (J.M.);
22 JANE DOE #16 (T.R.); JANE DOE #17 (P.F.);
23 JANE DOE #18 (L.N.); JANE DOE #19 (M.M.);

24 Plaintiffs,

25 vs.

26 MASSAGE ENVY FRANCHISING, LLC; ME
27 TIME, INC.; S&C THERAPY, INC.; ASCENSION
28 VENTURES, INC.; ASCENSION VENTURES II
EWC, INC.; FORTYFOUR STONES, LLC dba
MASSAGE ENVY SPA; and DOES 1-200
inclusive;

Defendants.

Case No.: 19-CIV-05035

COMPLAINT FOR DAMAGES

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

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/28/2019
By /s/ Anthony Berini
Deputy Clerk

1 Plaintiffs JANE DOE #1 (S.S.); JANE DOE #2 (N.Z.); JANE DOE #3 (K.C.); JANE DOE #4
2 (A.G.); JANE DOE #5 (N.M.); JANE DOE #6 (J.P.); JANE DOE #7 (E.R.); JANE DOE #8 (B.B.);
3 JANE DOE #9 (J.C.); JANE DOE #10 (E.D.); JANE DOE #11 (T.S.); JANE DOE #12 (A.H.); JANE
4 DOE #13 (S.L.); JANE DOE #14 (T.M.); JANE DOE #15 (J.M.); JANE DOE #16 (T.R.); JANE DOE
5 #17 (P.F.); JANE DOE #18 (L.N.); and JANE DOE #19 (M.M.) hereby submit their Complaint for
6 Damages against Defendants MASSAGE ENVY FRANCHISING, LLC; ME TIME, INC.; S&C
7 THERAPY, INC.; ASCENSION VENTURES II EWC, INC.; FORTYFOUR STONES, LLC dba
8 MASSAGE ENVY SPA; and DOES 1-200 inclusive, and each of them, and allege as follows:

9 **PARTIES**

10 1. Plaintiff JANE DOE #1 (S.S.) is an individual who was and is at all relevant times herein
11 a resident of the City of Foster City, County of San Mateo, State of California. JANE DOE #1 (S.S.)
12 went to the Massage Envy located at 1209 Howard Avenue, Burlingame, CA 94010 (“ME –
13 Burlingame”) for a massage.

14 2. Plaintiff JANE DOE #2 (N.Z.) is an individual who was and is at all relevant times herein
15 a resident of the City of San Bruno, County of San Mateo, State of California. JANE DOE #2 (N.Z.)
16 went to ME – Burlingame for a massage.

17 3. Plaintiff JANE DOE #3 (K.C.) is an individual who was and is at all relevant times herein
18 a resident of the City of Ojai, County of Ventura, State of California. JANE DOE #3 (K.C.) went to the
19 Massage Envy located at 103 South Mills Road, Suite 102 Ventura, California 93003 (“ME – Ventura”)
20 for a massage.

21 4. Plaintiff JANE DOE #4 (A.G.) is an individual who was and is at all relevant times herein
22 a resident of the City of Long Beach, County of Long Beach, State of California. JANE DOE #4 (A.G.)
23 went to the Massage Envy located at 4458 Atlantic Avenue Long Beach, California 90807 (“ME – Long
24 Beach BK”) for a massage.

25 5. Plaintiff JANE DOE #5 (N.M.) is an individual who was and is at all relevant times herein
26 a resident of the City of Los Angeles, County of Los Angeles, State of California. JANE DOE #5 (N.M.)
27 went to the Massage Envy located at 1639 Vine Street Hollywood, California 90028 (“ME – Hollywood
28 & Vine”) for a massage.

1 6. Plaintiff JANE DOE #6 (J.P.) is an individual who was and is at all relevant times herein a
2 resident of the City of San Jose, County of Santa Clara, State of California. JANE DOE #6 (J.P.) went to
3 the Massage Envy located at 954 Blossom Hill Road San Jose, California 95123 (“ME – San Jose”) for a
4 massage.

5 7. Plaintiff JANE DOE #7 (E.R.) is an individual who was and is at all relevant times herein
6 a resident of the City of Burlingame, County of San Mateo, State of California. JANE DOE #7 (E.R.)
7 went to the ME – Burlingame for a massage.

8 8. Plaintiff JANE DOE #8 (B.B.) is an individual who was and is at all relevant times herein
9 a resident of the City of San Bruno, County of San Mateo, State of California. JANE DOE #8 (B.B.)
10 went to the ME – Burlingame for a massage.

11 9. Plaintiff JANE DOE #9 (J.C.) is an individual who was and is at all relevant times herein a
12 resident of the City of Rancho Cucamonga, County of San Bernadino, State of California. JANE DOE #9
13 (J.C.) went to the Massage Envy located at 1900 North Campus Avenue, Suite C Upland, California
14 91784 (“ME – Upland”) for a massage.

15 10. Plaintiff JANE DOE #10 (E.D.) is an individual who was and is at all relevant times
16 herein a resident of the City of Santee, County of San Diego, State of California. JANE DOE #10 (E.D.)
17 went to the Massage Envy located at 9824 Mission Gorge Road, Suite D Santee, California 92071 (“ME
18 – Santee”) for a massage.

19 11. Plaintiff JANE DOE #11 (T.S.) is an individual who was and is at all relevant times herein
20 a resident of the City of Cle Elum, County of Kittitas, State of Washington. JANE DOE #11 (T.S.) went
21 to the Massage Envy located at 8465 Elk Grove Florin Road, Suite 105 Elk Grove, California 95624
22 (“ME – Elk Grove”) for a massage.

23 12. Plaintiff JANE DOE #12 (A.H.) is an individual who was and is at all relevant times
24 herein a resident of the City of Brea, County of Orange, State of California. JANE DOE #12 (A.H.) went
25 to the Massage Envy located at 20499 Yorba Linda Boulevard Yorba Linda, California 92886 (“ME –
26 Yorba Linda”) for a massage.

27 13. Plaintiff JANE DOE #13 (S.L.) is an individual who was and is at all relevant times herein
28 a resident of the City of Rocklin, County of Placer, State of California. JANE DOE #13 (S.L.) went to the

1 Massage Envy located at 1485 Eureka Road, Suite G120 Roseville, California 95661 (“ME – East
2 Roseville”) for a massage.

3 14. Plaintiff JANE DOE #14 (T.M.) is an individual who was and is at all relevant times
4 herein a resident of the City of Fontana, County of San Bernardino, State of California. JANE DOE #14
5 (T.M.) went to the Massage Envy located at 16391 Sierra Lakes Parkway, Suite 100, Fontana, California
6 92336 (“ME – North Fontana”) for a massage.

7 15. Plaintiff JANE DOE #15 (J.M.) is an individual who was and is at all relevant times
8 herein a resident of the City of Vacaville, County of Solano, State of California. JANE DOE #15 (J.M.)
9 went to the Massage Envy located at 196 Nut Tree Parkway, Suite C Vacaville, California 95687 (“ME –
10 Vacaville”) for a massage.

11 16. Plaintiff JANE DOE #16 (T.M.) is an individual who was and is at all relevant times
12 herein a resident of the City of Laguna Niguel, County of Orange, State of California. JANE DOE #16
13 (T.M.) went to Massage Envy located at 638 Camino De Los Mares San Clemente, California 92673
14 (“ME – San Clemente”) for a massage.

15 17. Plaintiff JANE DOE #17 (P.F.) is an individual who was and is at all relevant times herein
16 a resident of City of Pasadena, County of Los Angeles, State of California. JANE DOE #17 (P.F.) went
17 to the Massage Envy located at 1136 Fair Oaks Avenue South Pasadena, California 91030 (“ME – South
18 Pasadena”) for a massage.

19 18. Plaintiff JANE DOE #18 (L.N.) is an individual who was and is at all relevant times
20 herein a resident of the City of Glendale, County of Los Angeles, State of California. JANE DOE #18
21 (L.N.) went to the Massage Envy located at 333 North Brand Boulevard Glendale, California 91203
22 (“ME – Glendale”) for a massage.

23 19. Plaintiff JANE DOE #19 (M.M.) is an individual who was and is at all relevant times
24 herein a resident of the City of Santa Clara, County of Santa Clara, State of California. JANE DOE #19
25 (M.M.) went to the Massage Envy located at 2051 Arena Boulevard, Suite 100 Sacramento, California
26 95834 (“ME – Sacramento Natomas”) for a massage.

27 20. Defendant MASSAGE ENVY FRANCHISING, LLC (“MEF”) is, and at all relevant
28 times herein was, a corporation organized under the laws of the State of California. At all relevant times

1 mentioned herein, MEF's primary place of business was located in the City of Scottsdale, County of
2 Maricopa, State of Arizona, is the franchisor of Massage Envy locations throughout California, and
3 performed work and controlled day-to-day activities of the Massage Envy locations throughout
4 California.

5 21. Defendant ME TIME, INC. ("ME TIME") is, and at all relevant times mentioned herein
6 was, a corporation organized under the laws of the State of California. At all relevant times mentioned
7 herein, ME TIME'S primary place of business was located in the City of San Carlos, County of San
8 Mateo, State of California, is the franchisee of the ME – Burlingame location, and performed work in and
9 at the ME – Burlingame location. At all relevant times mentioned herein, ME TIME, INC. is liable
10 because of its failures to act, such failure to act constituted a breach of its fiduciary duties as an officer
11 and/or director; and/or its breach of those duties involved intentional misconduct, fraud or a knowing
12 violation of law.

13 22. The owners of the ME – Ventura location are presently unknown. Upon information and
14 belief, the owners of the ME – Ventura locations are individual, corporate, associate, partner, or
15 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 1-5,
16 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
17 to amend this Complaint to substitute their true names and capacities when the same have been
18 ascertained. Upon information and belief, DOES 1-5's primary place of business was located in the City
19 of Ventura, County of Ventura, State of California, the franchisees of the ME - Ventura location
20 performed work in ME – Ventura. At all relevant times mentioned herein, DOES 1-5 were officers and/or
21 directors of ME – Ventura, and are liable because of their failures to act, their failure to act constituted a
22 breach of their fiduciary duties as officers and/or directors; and/or their breach of those duties involved
23 intentional misconduct, fraud or a knowing violation of law.

24 23. The owners of the ME – Long Beach location are presently unknown. Upon information
25 and belief, the owners of the ME – Long Beach location are individual, corporate, associate, partner, or
26 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 6-10,
27 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
28 to amend this Complaint to substitute their true names and capacities when the same have been

1 ascertained. Upon information and belief, DOES 6-10's primary place of business was located in the City
2 of Long Beach, County of Los Angeles, State of California, the franchisees of the ME – Long Beach
3 location performed work in ME – Long Beach. At all relevant times mentioned herein, DOES 6-10 were
4 officers and/or directors of ME – Long Beach and are liable because of their failures to act, their failure
5 to act constituted a breach of their fiduciary duties as officers and/or directors; and/or their breach of
6 those duties involved intentional misconduct, fraud or a knowing violation of law.

7 24. The owners of the ME – Hollywood & Vine location are presently unknown. Upon
8 information and belief, the owners of the ME – Hollywood & Vine location are individual, corporate,
9 associate, partner, or otherwise. Since these Defendants are presently unknown, Plaintiffs herein named
10 them as DOES 11-15, inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious
11 names. Plaintiffs will move to amend this Complaint to substitute their true names and capacities when
12 the same have been ascertained. Upon information and belief, DOES 11-15's primary place of business
13 was located in the City of Hollywood, County of Los Angeles, State of California, the franchisees of the
14 ME – Hollywood & Vine location performed work in ME – Hollywood & Vine. At all relevant times
15 mentioned herein, DOES 11-15 were officers and/or directors of ME – Hollywood & Vine, and are liable
16 because of their failures to act, their failure to act constituted a breach of their fiduciary duties as officers
17 and/or directors; and/or their breach of those duties involved intentional misconduct, fraud or a knowing
18 violation of law.

19 25. The owners of the ME – San Jose location are presently unknown. Upon information and
20 belief, the owners of the ME – San Jose location are individual, corporate, associate, partner, or
21 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 16-20,
22 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
23 to amend this Complaint to substitute their true names and capacities when the same have been
24 ascertained. Upon information and belief, DOES 16-20's primary place of business was located in the
25 City of San Jose, County of Santa Clara, State of California, the franchisees of the ME – San Jose
26 location performed work in ME – San Jose. At all relevant times mentioned herein, DOES 16-20 were
27 officers and/or directors of ME – San Jose, and are liable because of their failures to act, their failure to
28 act constituted a breach of their fiduciary duties as officers and/or directors; and/or their breach of those

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

2 26. The owners of the ME – Upland location are presently unknown. Upon information and
3 belief, the owners of the ME – Upland location are individual, corporate, associate, partner, or otherwise.
4 Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 21-25, inclusive,
5 and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move to amend
6 this Complaint to substitute their true names and capacities when the same have been ascertained. Upon
7 information and belief, DOES 21-25’s primary place of business was located in the City of Upland,
8 County of San Bernardino, State of California, the franchisees of the ME - Upland location performed
9 work in ME – Upland. At all relevant times mentioned herein, DOES 21-25 were officers and/or
10 directors of ME – Upland, and are liable because of their failures to act, their failure to act constituted a
11 breach of their fiduciary duties as officers and/or directors; and/or their breach of those duties involved
12 intentional misconduct, fraud or a knowing violation of law.

13 27. The owners of the ME – Santee location are presently unknown. Upon information and
14 belief, the owners of the ME – Santee location are individual, corporate, associate, partner, or otherwise.
15 Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 26-30, inclusive,
16 and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move to amend
17 this Complaint to substitute their true names and capacities when the same have been ascertained. Upon
18 information and belief, DOES 26-30’s primary place of business was located in the City of Santee,
19 County of San Diego, State of California, the franchisees of the ME – Santee location performed work in
20 ME – Santee. At all relevant times mentioned herein, DOES 26-30 were officers and/or directors of ME –
21 Santee, and are liable because of their failures to act, their failure to act constituted a breach of their
22 fiduciary duties as officers and/or directors; and/or their breach of those duties involved intentional
23 misconduct, fraud or a knowing violation of law.

24 28. The owners of the ME – Elk Grove location are presently unknown. Upon information and
25 belief, the owners of the ME – Elk Grove location are individual, corporate, associate, partner, or
26 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 31-35,
27 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
28 to amend this Complaint to substitute their true names and capacities when the same have been

1 ascertained. Upon information and belief, DOES 31-35's primary place of business was located in the
2 City of Elk Grove, County of Sacramento, State of California, the franchisees of the ME – Elk Grove
3 location performed work in ME – Elk Grove. At all relevant times mentioned herein, DOES 31-35 were
4 officers and/or directors of ME – Elk Grove, and are liable because of their failures to act, their failure to
5 act constituted a breach of their fiduciary duties as officers and/or directors; and/or their breach of those
6 duties involved intentional misconduct, fraud or a knowing violation of law.

7 29. The owners of the ME – Yorba Linda location are presently unknown. Upon information
8 and belief, the owners of the ME – Yorba Linda location are individual, corporate, associate, partner, or
9 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 36-40,
10 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
11 to amend this Complaint to substitute their true names and capacities when the same have been
12 ascertained. Upon information and belief, DOES 36-40's primary place of business was located in the
13 City of Yorba Linda, County of Orange, State of California, the franchisees of the ME – Yorba Linda
14 location performed work in ME – Yorba Linda. At all relevant times mentioned herein, DOES 36-40
15 were officers and/or directors of ME – Yorba Linda, and are liable because of their failures to act, their
16 failure to act constituted a breach of their fiduciary duties as officers and/or directors; and/or their breach
17 of those duties involved intentional misconduct, fraud or a knowing violation of law.

18 30. The owners of the ME – East Roseville location are presently unknown. Upon information
19 and belief, the owners of the ME – East Roseville location are individual, corporate, associate, partner, or
20 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 41-45,
21 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
22 to amend this Complaint to substitute their true names and capacities when the same have been
23 ascertained. Upon information and belief, DOES 41-45's primary place of business was located in the
24 City of Roseville, County of Placer, State of California, the franchisees of the ME – East Roseville
25 location performed work in ME – East Roseville. At all relevant times mentioned herein, DOES 41-45
26 were officers and/or directors of ME – East Roseville, and are liable because of their failures to act, their
27 failure to act constituted a breach of their fiduciary duties as officers and/or directors; and/or their breach
28 of those duties involved intentional misconduct, fraud or a knowing violation of law.

1 31. Defendant ASCENSION VENTURES, INC. (“ASCENSION”) is, and at all relevant times
2 mentioned herein was, a corporation organized under the laws of the State of California. At all relevant
3 times mentioned herein, ASCENSION’S primary place of business was located in the City of Fontana,
4 County of San Bernardino, State of California. ASCENSION is the franchisee of the ME – North
5 Fontana location. ASCENSION performed work in and at ME – North Fontana. At all relevant times
6 mentioned herein, ASCENSION was an officer and/or director of ME – North Fontana, and is liable
7 because of its failures to act, its failure to act constituted a breach of its fiduciary duties as an officer
8 and/or director; and/or its breach of those duties involved intentional misconduct, fraud or a knowing
9 violation of law.

10 32. Defendant ASCENSION VENTURES II EWC, INC. (“ASCENSION II”) is, and at all
11 relevant times mentioned herein was, a corporation organized under the laws of the State of California.
12 At all relevant times mentioned herein, ASCENSION II’S primary place of business was located in the
13 City of Fontana, County of San Bernardino, State of California. ASCENSION II is the franchisee of the
14 ME – North Fontana location. ASCENSION II performed work in and at ME – North Fontana. At all
15 relevant times mentioned herein, ASCENSION II was an officer and/or director of ME – North Fontana,
16 and is liable because of its failures to act, its failure to act constituted a breach of its fiduciary duties as an
17 officer and/or director; and/or its breach of those duties involved intentional misconduct, fraud or a
18 knowing violation of law.

19 33. Defendant FORTYFOUR STONES, LLC dba MASSAGE ENVY SPA (“FORTYFOUR”)
20 is, and at all relevant times mentioned herein was, a corporation organized under the laws of the State of
21 California. At all relevant times mentioned herein, FORTYFOUR’S primary place of business was
22 located in the City of Hercules, County of Contra Costa, State of California. FORTYFOUR is the
23 franchisee of the ME – Vacaville location. FORTYFOUR performed work in and at ME – Vacaville. At
24 all relevant times mentioned herein, FORTYFOUR was an officer and/or director of ME – Vacaville, and
25 is liable because of its failures to act, its failure to act constituted a breach of its fiduciary duties as an
26 officer and/or director; and/or its breach of those duties involved intentional misconduct, fraud or a
27 knowing violation of law.

28 34. The owners of the ME – San Clemente location are presently unknown. Upon information

1 and belief, the owners of the ME – San Clemente location are individual, corporate, associate, partner, or
2 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 46-50,
3 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
4 to amend this Complaint to substitute their true names and capacities when the same have been
5 ascertained. Upon information and belief, DOES 46-50's primary place of business was located in the
6 City of San Clemente, County of Orange, State of California, the franchisees of the ME – San Clemente
7 location performed work in ME – San Clemente. At all relevant times mentioned herein, DOES 46-50
8 were officers and/or directors of ME – San Clemente, and are liable because of their failures to act, their
9 failure to act constituted a breach of their fiduciary duties as officers and/or directors; and/or their breach
10 of those duties involved intentional misconduct, fraud or a knowing violation of law.

11 35. The owners of the ME – South Pasadena location are presently unknown. Upon
12 information and belief, the owners of the ME – South Pasadena location are individual, corporate,
13 associate, partner, or otherwise. Since these Defendants are presently unknown, Plaintiffs herein named
14 them as DOES 51-55, inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious
15 names. Plaintiffs will move to amend this Complaint to substitute their true names and capacities when
16 the same have been ascertained. Upon information and belief, DOES 51-55's primary place of business
17 was located in the City of Pasadena, County of Los Angeles, State of California, the franchisees of the
18 ME – South Pasadena location performed work in ME – South Pasadena. At all relevant times mentioned
19 herein, DOES 51-55 were officers and/or directors of ME – South Pasadena, and are liable because of
20 their failures to act, their failure to act constituted a breach of their fiduciary duties as officers and/or
21 directors; and/or their breach of those duties involved intentional misconduct, fraud or a knowing
22 violation of law.

23 36. The owners of the ME – Glendale location are presently unknown. Upon information and
24 belief, the owners of the ME – Glendale location are individual, corporate, associate, partner, or
25 otherwise. Since these Defendants are presently unknown, Plaintiffs herein named them as DOES 56-60,
26 inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious names. Plaintiffs will move
27 to amend this Complaint to substitute their true names and capacities when the same have been
28 ascertained. Upon information and belief, DOES 56-60's primary place of business was located in the

1 City of Glendale, County of Los Angeles, State of California, the franchisees of the ME – Glendale
2 location performed work in ME – Glendale. At all relevant times mentioned herein, DOES 56-60 were
3 officers and/or directors of ME – Glendale, and are liable because of their failures to act, their failure to
4 act constituted a breach of their fiduciary duties as officers and/or directors; and/or their breach of those
5 duties involved intentional misconduct, fraud or a knowing violation of law.

6 37. The owners of the ME – Sacramento Natomas location are presently unknown. Upon
7 information and belief, the owners of the ME – Sacramento Natomas location are individual, corporate,
8 associate, partner, or otherwise. Since these Defendants are presently unknown, Plaintiffs herein named
9 them as DOES 61-65, inclusive, and Plaintiffs therefore sue each said Defendants by such fictitious
10 names. Plaintiffs will move to amend this Complaint to substitute their true names and capacities when
11 the same have been ascertained. Upon information and belief, DOES 61-65's primary place of business
12 was located in the City of Sacramento, County of Sacramento, State of California. DOES 61-65 are the
13 franchisees of the ME – Sacramento Natomas location performed work in ME – Sacramento Natomas. At
14 all relevant times mentioned herein, DOES 61-65 were officers and/or directors of ME – Sacramento
15 Natomas, and are liable because of their failures to act, their failure to act constituted a breach of their
16 fiduciary duties as officers and/or directors; and/or their breach of those duties involved intentional
17 misconduct, fraud or a knowing violation of law.

18 38. The true names and capacities, whether individual, corporate, associate, partner or
19 otherwise, of other Defendants, herein named as DOES 66-200, inclusive, are unknown to Plaintiffs, who
20 therefore sue said Defendants by such fictitious names. Plaintiffs will move to amend this Complaint to
21 substitute their true names and capacities when the same have been ascertained.

22 39. Plaintiffs are also unaware of the basis of liability as to some or all of such fictitious
23 Defendants sued herein as DOES 66-200, inclusive, but believe that their liability arises out of the same
24 general facts as set forth herein. Plaintiffs will move to amend this Complaint to assert the theories of
25 liability of said fictitiously named Defendants when they have been ascertained.

26 40. Plaintiffs are informed and believe and thereon allege that each Defendant and DOES 1-
27 200, inclusive, are legally responsible in some manner for the events, happenings, omissions and/or
28 occurrences causing damages referred to herein, and legally and proximately caused damage to Plaintiffs.

1 Further, each and every Defendant, including DOES 1-200, inclusive, had a duty to Plaintiffs, as
2 customers of the Massage Envy locations.

3 41. Plaintiffs are informed and believe, and thereon allege that DOES 1-200, inclusive, were
4 franchisees, contractors, individuals, sole proprietorships, partnerships and/or corporations, and all their
5 employees and agents who performed services as an employee, agent, ostensible agent, servant, partner,
6 joint venturer, and aider and abettor of each of the Defendants and were, in doing the business of things
7 herein complained of, acting within the course and scope of such relationship and therefore are
8 responsible for damages to Plaintiffs as hereinafter alleged. Whenever a Defendant is the subject of any
9 charging allegation by Plaintiffs, it shall be deemed that DOES 1-200, inclusive, and each of them, are
10 likewise subject to this charging allegation.

11 **JURISDICTION AND VENUE**

12 42. This Court has jurisdiction over this action pursuant to California *Code of Civil Procedure*
13 § 410.10. Plaintiffs seek damages under the statutory and common law of the State of California.

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

19 **FACTS COMMON TO ALL CAUSES OF ACTION**

20 44. Massage Envy, the first and by far the largest chain of massage franchises in the country,
21 boasts a billion-dollar business that falsely promises safety in the treatment room for massage and spa
22 services at an affordable price while intentionally concealing the known dangers of their services to men
23 and women at their locations nationwide. Massage Envy not only failed and continues to fail to provide
24 basic safety to clients in a most vulnerable setting, but it systemically and intentionally conspired and
25 concealed the rampant problem, danger and extensive reports of hundreds (and likely thousands) of
26 massage therapists at Massage Envy franchise locations sexually assaulting customers throughout the
27 country, including within the State of California.

28 45. In fact, sexual misconduct committed by massage therapists at MEF franchise locations is

1 a national epidemic, with over several hundred known reports of sexual assaults by its therapists
2 occurring throughout the country. Katie J.M. Baker, Hands Off: More Than 180 Women Have Reported
3 Sexual Assaults At Massage Envy, BuzzFeed News, November 26, 2017. The assaults range from
4 forcible sexual intercourse to digital and oral penetration of women's vaginas to touching of women's
5 breasts to therapists putting their genitals on women as well as ejaculating on women. Multiple women
6 were sexually assaulted by a Massage Envy massage therapist at the Massage Envy location in
7 Burlingame even though there were two reports to the franchisee and MEF that the therapist had sexually
8 assaulted other female customers. At another location in Elk Grove, a woman was sexually assaulted by
9 a Massage Envy massage therapist even though there was a report to the franchisee and MEF that the
10 therapist had sexually assaulted other female customers. Unfortunately, customers being sexually
11 assaulted after prior reports of a perpetrating Massage Envy employee were made to Massage Envy and
12 its franchisee have happened to women in numerous other states throughout the country.

13 46. Women and men throughout the country have and will continue to be sexually assaulted
14 as a result of Massage Envy's calculated efforts with its franchisees to conceal reports of sexual assaults
15 and the known danger within their company. Massage Envy's policy of telling staff to "not go to police"
16 was singularly designed to continue its profit and protect the brand at the expense of the safety of
17 unsuspecting customers. In furtherance of their conspiracy, the Defendants actively sought to conceal the
18 knowledge and danger of customers being sexually assaulted within their business locations by actively
19 preventing sexual assault reports from being reported to law enforcement and/or state massage therapy
20 boards. According to at least one former employee: "[The internal review policy] is not in place to
21 protect the client. It's in place to protect the company. It's centered around defusing the situation so the
22 client doesn't call the police. You don't want cop cars showing up at your location the next day."

23 47. Not only does MEF not require its franchisees to report sexual assaults of customers by its
24 massage therapists to law enforcement and/or state massage therapy boards, but it has an
25 incomprehensible policy and procedure of directing franchisees to conceal allegations of inappropriate
26 sexual behavior involving its massage therapists and directing franchisees not to report said allegations to
27 local law enforcement and/or state massage therapy boards in order to "protect the brand."

28 48. These efforts among MEF and its franchisees have led to MEF being placed on the "2019

1 Dirty Dozen List” by the National Center on Sexual Exploitation (hereinafter “NCOSE”. According to
2 NCOSE Director Dawn Hawkins:

3 “Customers need to know that Massage Envy has egregious policies that seem to protect
4 corporate interests above customer safety in cases of sexual harassment and assault.
5 Massage Envy has been, and is being, sued by hundreds of women for failing to take
6 appropriate measures when a massage therapist sexually harasses or assaults a client.
7 Despite making some superficial improvements, Massage Envy has failed to change
8 essential policies that could promote safety and transparency.”

9 “Among a number of poor policies, the company has hidden clauses in customer
10 agreements which force women to surrender their rights and many former employees
11 report being trained to do all in their power not to encourage police to show up at their
12 locations. Massage Envy does not even require reporting of suspected assaults to the
13 Massage Therapy Board, which is alarming considering the fact that a number of cases
14 against Massage Envy involve repeat perpetrators who were reported to management for
15 sexual assault by prior customers.”

16 49. MEF claims it has a “zero tolerance” policy regarding sexual assaults by massage
17 therapists at its franchise locations, meaning that any allegation of a massage therapist sexually assaulting
18 a customer will result in that therapist being terminated. This representation is made as part of a
19 calculated effort to trick customers into believing that MEF and its franchisees are safe environments free
20 from the risk of sexual assault, that any report of sexual assault will be taken seriously and result in
21 termination of any therapists who commit those assaults. This is a blatant lie and a fraud being
22 perpetrated on the public.

23 50. In reality and behind closed doors, MEF company protocol encourages employees to
24 handle any allegations of sexual misconduct by its massage therapists “in-house.” MEF policy requires
25 that every instance of sexual assault be reported to MEF by the franchisee via a web portal and MEF
26 works with the franchisee to ensure that the report is not made public. In furtherance of that conspiracy
27 and contrary to their public declaration of “zero tolerance”, MEF therapists are often allowed to remain
28 employed and/or were transferred and/or hired/re-hired at another Massage Envy franchise location, only

1 to go on to improperly touch multiple other female customers, as occurred here.

2 51. MEF, other Defendants named herein, and other of MEF's franchisees have long feared
3 that the public would learn about the problem of massage therapists sexually assaulting female customers
4 at its franchise locations but took no action whatsoever to prevent these assaults. To the contrary,
5 Defendants continued to protect the company at the expense of the safety of its customers, and have
6 actively and intentionally taken steps to cover up the sexual assaults in order to conceal them from their
7 customers and members.

8 52. According to a former corporate employee, the company's leadership has long feared the
9 media, and therefore the public, would realize the national scope of the problem. That person recalled
10 executives discussing what would happen "if someone connects the dots of how many sexual assaults
11 have occurred across the country." In at least one risk management training, franchisees were told the
12 goal when investigating claims is "to avoid police and keep membership." Although required to disclose
13 dangers associated with the services they offer, Defendants know that if the truth is exposed it will
14 decimate their reputation and ultimately, their company's profits.

15 53. In that vein, Defendants have intentionally made false statements about their customer's
16 safety as Massage Envy franchisee locations. Such statements were designed and made by Defendants
17 to conceal the rampant problem of sexual assaults within Defendants' business.

18 54. The fact that Defendants have done nothing to inform and/or warn customers of the
19 problem and danger of women being sexually assaulted at its franchise locations by massage therapists,
20 even though it trains franchisees on the problem, is exemplary of this concerted fraud.

21 55. Defendants have also taken deliberate and intentional steps to oppose and kill legislation is
22 states that would have required them to report sexual assaults within their business to police and other
23 regulatory agencies. Defendants took these steps with the intent to conceal the rampant problem of
24 sexual assaults occurring within their business.

25 56. In addition to their intentional, fraudulent declaration of having a "zero tolerance" policy
26 that has and will be followed, MEF, other Defendants named herein, and other of MEF's franchisees
27 intentionally and falsely told Plaintiffs and all of Defendants' customers that safety is at the core of their
28 company's mission, that they protect their customers, that they carefully select and thoroughly train their

1 massage therapists, that they are dedicated to providing a comfortable and professional environment, that
2 Plaintiffs and all of Defendants' customers can be confident they will have a positive experience, that
3 they bring joy into Plaintiffs and all of Defendants' customers' lives, and that they make the best of
4 everybody, among other intentionally false statements to Plaintiffs and all of Defendants' customers.

5 57. Contrary to the CEO's, Joseph C. Magnacca, declaration to the public of a "Commitment
6 to Safety," Defendants continue their conspiracy to defraud the public today. The Defendants continue to
7 deceive the public regarding the dangers of its services and its knowledge of therapists' sexual assaults
8 on customers and are, in fact, engaging in a continuous and repeated pattern to keep sexual assault claims
9 "in-house" and from law enforcement, state massage therapy boards, unsuspecting customers and the
10 public at large.

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

15 59. At one Massage Envy location, a member who was sexually assaulted terminated her
16 membership after informing Defendants about the sexual assault. Thereafter, this victim was called by
17 Defendants asking if she wanted to schedule a massage appointment with the very therapist that she
18 reported to Defendants had sexually assaulted her. Rather than fire the therapist for sexually assaulting
19 its members, Defendants let him keep his job and then attempted to lure this former member back into the
20 hands of her assaulter.

21 60. As a result of an intentional corporate policy tolerating sexual assaults and the fraud being
22 perpetrated on the public claiming a "commitment to safety" and "zero tolerance" in order to lure more
23 unsuspecting customers into their locations and increase their profits, women continue to and will in the
24 future be sexually assaulted as a result of the Defendants inexplicable, deceptive actions. Due to the
25 actions of Defendants' intentional actions to conspire and conceal the assaults while representing to the
26 public otherwise, it has fraudulently deceived thousands of men and women into believing they were
27 purchasing a safe service from the Defendants.

28 61. Defendants promote and promise their massage therapy services will lower heart rate,

1 reduce stress, improve posture, increase confidence, increase circulation and relaxation. In promoting
2 their nationwide wellness franchise that provides massage and skin care services, Defendants promote
3 their belief that regular massage and facials are an integral part of total body wellness. Defendants
4 promote their belief that massage is body maintenance and part of a total body care routine that would
5 help Plaintiffs and all customers “take care of themselves and do more – do more of what matters to
6 them, what makes them happy, what makes them feel healthy and supports a more well-balanced
7 lifestyle.” See <http://web.archive.org/web/20170609171833/https://www.massageenvy.com/about-us/>
8 Defendants promotes their purpose so as to help people feel their best and their vision of total body care
9 at Massage Envy as an integral part of everyone’s well-being journey. Defendants specifically promote
10 and promise to strive to earn and to keep the trust of those they serve by delivering exceptional and
11 memorable service.

12 62. The devotion to Defendants’ brand “is palpable and anything that puts it at risk keeps
13 [General Counsel] up at night.” Defendants nothing to inform and/or warn customers of the problem of
14 women being sexually assaulted at its franchise locations by massage therapists, even though it trains
15 employs on how to conceal the problem. Defendants have conspired to keep the problem of women being
16 sexually assaulted at its franchise locations by massage therapists, from Plaintiffs and from all of
17 Defendants’ customers. Instead of informing Plaintiffs and all of Defendants’ customers about the
18 problem of women being sexually assaulted at its franchise locations by massage therapists, Defendants
19 have intentionally and falsely told Plaintiffs and all of Defendants’ customers that safety is at the core of
20 their company’s mission; that it has a zero tolerance policy towards sexual assaults committed by their
21 massage therapists; that they protect their customers; that they carefully select and thoroughly train their
22 massage therapists; that they are dedicated to providing a comfortable and professional environment; that
23 Plaintiffs and all of Defendants’ customers can be confident they will have a positive experience; that
24 they bring joy into Plaintiffs and all of Defendants’ customers’ lives, and that they make the best of
25 everybody, among other intentionally false statements to Plaintiffs and all of Defendants’ customers.

26 63. Defendants advertise their massage therapy services through numerous mediums and
27 platforms across the nation and have built a nationally recognizable brand associated with massage
28 therapy. In creating a nationally recognizable brand, Defendants have repeatedly and consistently

1 represented, explicitly to Plaintiffs and/or implicitly to the public in general, that the services offered by
2 this brand are safe, when in fact Defendants know the services are not safe. Defendants knew there was a
3 substantial chance that Plaintiffs would be assaulted before Plaintiffs entered into Massage Envy
4 memberships or purchased a massage at Massage Envy, but did nothing.

5 64. Plaintiffs relied on representations by Defendants that Plaintiffs would be safe from harm
6 and their modesty would be respected at all times while receiving massage services in choosing to
7 purchase massage service(s). See
8 <http://web.archive.org/web/20151030094057/http://www.massageenvy.com/your-first-visit.aspx> Further,
9 Plaintiffs relied on representations by Defendants that the massage therapists they would be exposed to
10 would be not only psychologically fit, but were therapists who could be entrusted with the safety and
11 well-being of customers of Defendants. Had Plaintiffs been notified of the epidemic of sexual assaults
12 occurring - and being covered up – or even simply of the risk of sexual assault within and by Defendants,
13 Plaintiffs would not have purchased massage services or memberships.

14 65. This lawsuit is about numerous women throughout the State of California who have fallen
15 victim to the deceptive practices of the Defendants that resulted in their victimization at the hands of
16 Massage Envy therapists. These Plaintiffs bravely proceed in this Court in a quest to put an end to the
17 cover-up described above and below so that no additional women in the State of California (or elsewhere)
18 suffer what the Plaintiffs have and will continue to endure for the rest of their lives.

19 **JANE DOE #1 (S.S.)**

20 66. On September 2, 2017, a male massage therapist named Brandon Davis employed by
21 MEF and/or ME TIME, INC., sexually assaulted Plaintiff JANE DOE #1 (S.S.) by exposing and/or
22 touching his penis to the inside of S.S.'s leg and touching and/or groping her buttocks, upper inner thighs,
23 public region, and genitalia during a massage at ME – Burlingame. Plaintiff reported the massage
24 therapist's sexual misconduct to Defendants, but Defendants chose not to investigate the allegations.
25 Defendants knew or should have known Brandon Davis had the propensity to commit inappropriate acts
26 of sexual misconduct towards Massage Envy clients. Defendants covered up Mr. Davis' sexual
27 misconduct by choosing not to report the allegations to local law enforcement and/or state massage
28 therapy boards, failing to take any action to prevent such misconduct, deciding not to warn customers of

1 the problem of women being sexually assaulted at their franchise locations by massage therapists, and by
2 telling the public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
3 committed by their massage therapists. Defendants ratified their massage therapist's conduct by
4 choosing not to reprimand, punish, report, or otherwise sanction the massage therapist for his sexual
5 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-hired at
6 another Massage Envy franchise location knowing or having reason to know he was a sexual predator
7 and/or mentally ill.

8 **JANE DOE #2 (N.Z.)**

9 67. On June 20, 2019, a male massage therapist named Peter (last name presently unknown),
10 employed by MEF and/or ME TIME, INC., sexually assaulted Plaintiff JANE DOE #2 (N.Z.) by
11 improperly draping Plaintiff; inappropriately exposing Plaintiff; touching his penis against Plaintiff's
12 arm; touching and/or groping Plaintiff's buttocks; and attempting to touch and/or grope Plaintiff's anus
13 during a massage at ME – Burlingame. Plaintiff reported Peter's sexual misconduct to Defendants, but
14 Defendants chose not to investigate the allegations. Defendants knew or should have known Peter had
15 the propensity to commit inappropriate acts of sexual misconduct towards Massage Envy clients.
16 Defendants covered up their massage therapist's sexual misconduct by choosing not to report the
17 allegations to local law enforcement and/or state massage therapy boards, deciding not to take any action
18 to prevent such misconduct, failing to warn customers of the problem of women being sexually assaulted
19 at their franchise locations by massage therapists, and by telling the public, including Plaintiff, that
20 Defendants had a zero tolerance policy toward sexual assaults committed by their massage therapists.
21 Defendants ratified their massage therapist's conduct by choosing not to reprimand, punish, report, or
22 otherwise sanction Peter for his sexual misconduct, and instead allowed him to remain employed and/or
23 transferred and/or hired/re-hired at another Massage Envy franchise location knowing or having reason to
24 know he was a sexual predator and/or mentally ill.

25 **JANE DOE #3 (K.C.)**

26 68. On June 8, 2019, a male massage therapist named Anthony Wearing, employed by MEF
27 and/or DOES 1 through 5, sexually assaulted Plaintiff JANE DOE #3 (K.C.) by touching and/or groping
28 Plaintiff's pubic region and genitalia; attempting to expose and/or touch Plaintiff with his penis; and

1 digitally penetrating Plaintiff's vagina during a massage at ME – Ventura. Plaintiff reported the Mr.
2 Wearing's sexual misconduct to Defendants, but Defendants chose not to investigate the allegations.
3 Defendants knew or should have known Mr. Wearing had the propensity to commit inappropriate acts of
4 sexual misconduct towards Massage Envy clients. Defendants covered up their massage therapist's
5 sexual misconduct by not reporting the allegations to local law enforcement and/or state massage therapy
6 boards, deciding not to take any action to prevent such misconduct, failing to warn customers of the
7 problem of women being sexually assaulted at their franchise locations by massage therapists, and by
8 telling the public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
9 committed by their massage therapists. Defendants ratified their massage therapist's conduct by failing
10 to reprimand, punish, report, or otherwise sanction Mr. Wearing for his sexual misconduct, and instead
11 allowed him to remain employed and/or transferred and/or hired/re-hired at another Massage Envy
12 franchise location knowing or having reason to know he was a sexual predator and/or mentally ill.

13 **JANE DOE #4 (A.G.)**

14 69. On April 14, 2019, a male massage therapist, named Alberto Pineda, employed by MEF
15 and/or DOES 6-10 sexually assaulted Plaintiff JANE DOE #4 (A.G.) by touching and/or groping
16 Plaintiff's breasts, nipples, pubic region, and genitalia; and digitally penetrating Plaintiff's vagina during
17 a massage at ME – Long Beach. Plaintiff reported Mr. Pineda's sexual misconduct to Defendants, but
18 Defendants failed to investigate the allegations. Defendants knew or should have known Mr. Pineda had
19 the propensity to commit inappropriate acts of sexual misconduct towards Massage Envy clients.
20 Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to
21 local law enforcement and/or state massage therapy boards, failing to take any action to prevent such
22 misconduct, failing to warn customers of the problem of women being sexually assaulted at their
23 franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants
24 had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants
25 ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction
26 Mr. Pineda for his sexual misconduct, and instead allowed him to remain employed and/or transferred
27 and/or hired/re-hired at another Massage Envy franchise location knowing or having reason to know he
28 was a sexual predator and/or mentally ill.

1 **JANE DOE #5 (N.M.)**

2 70. In or around February or March 2019, a male massage therapist (name presently
3 unknown) employed by MEF and/or DOES 11 through 15, sexually assaulted Plaintiff JANE DOE #5
4 (N.M.) by making sexually inappropriate and explicit comments to Plaintiff during a massage at ME –
5 Hollywood and Vine. After Plaintiff left ME – Hollywood and Vine, the massage therapist found
6 Plaintiff’s profile on Instagram and privately messaged Plaintiff through the app. Plaintiff did not give
7 the massage therapist her last name to be able to find Plaintiff. The massage therapist found Plaintiff’s
8 information in ME – Hollywood and Vine’s and/or MEF’S database and used it to contact Plaintiff.
9 Plaintiff reported the massage therapist’s sexual misconduct to Defendants, but Defendants failed to
10 investigate the allegations. Defendants knew or should have known this massage therapist had the
11 propensity to commit inappropriate acts of sexual misconduct towards Massage Envy clients.
12 Defendants covered up their massage therapist’s sexual misconduct by failing to report the allegations to
13 local law enforcement and/or state massage therapy boards, failing to take any action to prevent such
14 misconduct, failing to warn customers of the problem of women being sexually assaulted at their
15 franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants
16 had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants
17 ratified their massage therapist’s conduct by failing to reprimand, punish, report, or otherwise sanction
18 the massage therapist for his sexual misconduct, and instead allowed him to remain employed and/or
19 transferred and/or hired/re-hired at another Massage Envy franchise location knowing or having reason to
20 know he was a sexual predator and/or mentally ill.

21 **JANE DOE #6 (J.P.)**

22 71. On April 29, 2019, a male massage therapist named Casey (last name presently unknown),
23 employed by MEF and/or DOES 16 through 20, sexually assaulted Plaintiff JANE DOE #6 (J.P.) by
24 improperly draping Plaintiff; exposing intimate parts of Plaintiff’s naked body; and masturbating during a
25 massage at ME – San Jose. Defendants knew or should have known Casey had the propensity to commit
26 inappropriate acts of sexual misconduct towards Massage Envy clients. Defendants covered up their
27 massage therapist’s sexual misconduct by failing to report the allegations to local law enforcement and/or
28 state massage therapy boards, failing to take any action to prevent such misconduct, failing to warn

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

8 **JANE DOE #7 (E.R.)**

9 72. In or around December 2017, a male massage therapist, named Brandon Davis, employed
10 by MEF and/or ME TIME, INC., sexually assaulted Plaintiff JANE DOE #7 (E.R.) by inappropriately
11 exposing intimate parts of Plaintiff's naked body and touching and/or groping Plaintiff's upper inner
12 thighs, pubic region, and genitalia during a massage at ME – Burlingame. Plaintiff reported the massage
13 therapist's sexual misconduct to Defendants, but Defendants failed to investigate the allegations.
14 Defendants knew or should have known Brandon Davis had the propensity to commit inappropriate acts
15 of sexual misconduct towards Massage Envy clients. Defendants covered up their massage therapist's
16 sexual misconduct by failing to report the allegations to local law enforcement and/or state massage
17 therapy boards, failing to take any action to prevent such misconduct, failing to warn customers of the
18 problem of women being sexually assaulted at their franchise locations by massage therapists, and by
19 telling the public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults
20 committed by their massage therapists. Defendants ratified their massage therapist's conduct by failing
21 to reprimand, punish, report, or otherwise sanction Brandon Davis for his sexual misconduct, and instead
22 allowed him to remain employed and/or transferred and/or hired/re-hired at another Massage Envy
23 franchise location knowing or having reason to know he was a sexual predator and/or mentally ill.

24 **JANE DOE #8 (B.B.)**

25 73. In or around the end of 2016 or early 2017, a male massage therapist, named Justin Jones,
26 employed by MEF and/or ME TIME, INC., sexually assaulted Plaintiff JANE DOE #8 (B.B.) by
27 touching and/or groping Plaintiff's buttocks and by touching Plaintiff's head with his penis during a
28 massage at ME – Burlingame. Plaintiff reported the massage therapist's sexual misconduct to

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

12 **JANE DOE #9 (J.C.)**

13 74. In or around 2012 or 2013, a male massage therapist (name presently unknown) employed
14 by MEF and/or DOES 21 through 25, sexually assaulted Plaintiff JANE DOE #9 (J.C.) by making
15 inappropriate, sexually explicit comments; inappropriately exposing intimate parts of Plaintiff's naked
16 body; and touching and/or groping Plaintiff's upper inner thighs and buttocks during a massage at ME –
17 Upland. Plaintiff reported the massage therapist's sexual misconduct to Defendants, but Defendants
18 failed to investigate the allegations. Defendants knew or should have known this massage therapist had
19 the propensity to commit inappropriate acts of sexual misconduct towards Massage Envy clients.
20 Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to
21 local law enforcement and/or state massage therapy boards, failing to take any action to prevent such
22 misconduct, failing to warn customers of the problem of women being sexually assaulted at their
23 franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants
24 had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants
25 ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction
26 the massage therapist for his sexual misconduct, and instead allowed him to remain employed and/or
27 transferred and/or hired/re-hired at another Massage Envy franchise location knowing or having reason to
28 know he was a sexual predator and/or mentally ill.

1 **JANE DOE #10 (E.D.)**

2 75. On September 9, 2011, a male massage therapist named Nick (last name presently
3 unknown) employed by MEF and/or DOES 26 through 30, sexually assaulted Plaintiff JANE DOE #10
4 (E.D.) by making inappropriate, sexually explicit comments and exposing and/or touching his erect penis
5 to E.D.'S back during a massage at ME – Santee. Defendants knew or should have known Nick had the
6 propensity to commit inappropriate acts of sexual misconduct towards Massage Envy clients.
7 Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to
8 local law enforcement and/or state massage therapy boards, failing to take any action to prevent such
9 misconduct, failing to warn customers of the problem of women being sexually assaulted at their
10 franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants
11 had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants
12 ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction
13 Nick for his sexual misconduct, and instead allowed him to remain employed and/or transferred and/or
14 hired/re-hired at another Massage Envy franchise location knowing or having reason to know he was a
15 sexual predator and/or mentally ill.

16 **JANE DOE #11 (T.S.)**

17 76. In or around December 24, 2012, a male massage therapist (name presently unknown),
18 employed by MEF and/or DOES 31 through 35, sexually assaulted Plaintiff JANE DOE #11 (T.S.) by
19 panting, moaning, and heavily breathing all while exposing and/or touching his penis on Plaintiff during
20 a massage at ME – Elk Grove. Defendants knew or should have known this massage therapist had the
21 propensity to commit inappropriate acts of sexual misconduct towards Massage Envy clients.
22 Defendants covered up their massage therapist's sexual misconduct by failing to report the allegations to
23 local law enforcement and/or state massage therapy boards, failing to take any action to prevent such
24 misconduct, failing to warn customers of the problem of women being sexually assaulted at their
25 franchise locations by massage therapists, and by telling the public, including Plaintiff, that Defendants
26 had a zero tolerance policy toward sexual assaults committed by their massage therapists. Defendants
27 ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise sanction
28 the massage therapist for his sexual misconduct, and instead allowed him to remain employed and/or

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

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

4 77. On November 19, 2014, a male massage therapist named Mario Perez, employed by MEF
5 and/or DOES 36 through 40, sexually assaulted Plaintiff JANE DOE #12 (A.H.) by inappropriately
6 touching and/or groping Plaintiff's pubic region and genitalia and digitally penetrating Plaintiff's vagina
7 during a massage at ME – Yorba Linda. Plaintiff reported the massage therapist's sexual misconduct to
8 Defendants, but Defendants failed to investigate the allegations. Defendants knew or should have known
9 Mr. Perez had the propensity to commit inappropriate acts of sexual misconduct towards Massage Envy
10 clients. Defendants covered up their massage therapist's sexual misconduct by failing to report the
11 allegations to local law enforcement and/or state massage therapy boards, failing to take any action to
12 prevent such misconduct, failing to warn customers of the problem of women being sexually assaulted at
13 their franchise locations by massage therapists, and by telling the public, including Plaintiff, that
14 Defendants had a zero tolerance policy toward sexual assaults committed by their massage therapists.
15 Defendants ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise
16 sanction Mr. Perez for his sexual misconduct, and instead allowed him to remain employed and/or
17 transferred and/or hired/re-hired at another Massage Envy franchise location knowing or having reason to
18 know he was a sexual predator and/or mentally ill.

19 **JANE DOE #13 (S.L.)**

20 78. In or around 2010 or 2011, a male massage therapist (name presently unknown),
21 employed by MEF and/or DOES 41 through 45, sexually assaulted Plaintiff JANE DOE #13 (S.L.) by
22 improperly draping Plaintiff; inappropriately exposing intimate parts of Plaintiff's naked body; and
23 touching and/or groping Plaintiff's breasts and buttocks during a massage at ME – East Roseville.
24 Defendants knew or should have known this massage therapist had the propensity to commit
25 inappropriate acts of sexual misconduct towards Massage Envy clients. Defendants covered up their
26 massage therapist's sexual misconduct by failing to report the allegations to local law enforcement and/or
27 state massage therapy boards, failing to take any action to prevent such misconduct, failing to warn
28 customers of the problem of women being sexually assaulted at their franchise locations by massage

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

7 **JANE DOE #14 (T.M.)**

8 79. On May 26, 2015 and July 1, 2015, a male massage therapist, named Deshawn, (last name
9 presently unknown), employed by MEF, ASCENSION, and/or ASCENSION II, sexually assaulted
10 Plaintiff JANE DOE #14 (T.M.) by inappropriately touching and/or groping Plaintiff's lower stomach,
11 upper pubic region, upper inner thighs, and genitalia during a massage at ME – North Fontana. Plaintiff
12 reported the massage therapist's sexual misconduct to Defendants, but Defendants failed to investigate
13 the allegations. Defendants knew or should have known Deshawn had the propensity to commit
14 inappropriate acts of sexual misconduct towards Massage Envy clients. Defendants covered up their
15 massage therapist's sexual misconduct by failing to report the allegations to local law enforcement and/or
16 state massage therapy boards, failing to take any action to prevent such misconduct, failing to warn
17 customers of the problem of women being sexually assaulted at their franchise locations by massage
18 therapists, and by telling the public, including Plaintiff, that Defendants had a zero tolerance policy
19 toward sexual assaults committed by their massage therapists. Defendants ratified their massage
20 therapist's conduct by failing to reprimand, punish, report, or otherwise sanction Deshawn for his sexual
21 misconduct, and instead allowed him to remain employed and/or transferred and/or hired/re-hired at
22 another Massage Envy franchise location knowing or having reason to know he was a sexual predator
23 and/or mentally ill.

24 **JANE DOE #15 (J.M.)**

25 80. On or around August 28, 2012, a male massage therapist (name presently unknown),
26 employed by MEF and/or the FORTYFOUR, sexually assaulted Plaintiff JANE DOE #15 (J.M.) by
27 inappropriately exposing and touching his bare, erect penis on numerous parts of Plaintiff's body during
28 a massage at ME – Vacaville. Plaintiff reported the massage therapist's sexual misconduct to

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

12 **JANE DOE #16 (T.R.)**

13 81. In or around 2014 through 2016, a male massage therapist (name presently unknown)
14 employed by MEF and/or DOES 46 through 50, sexually assaulted Plaintiff JANE DOE #16 (T.R.), by
15 inappropriately exposing, touching, and groping her nipples and breasts and making inappropriate,
16 sexually explicit comments during a ME – San Clemente. Plaintiff reported the massage therapist's
17 sexual misconduct to Defendants, but Defendants failed to investigate the allegations. Defendants knew
18 or should have known this massage therapist had the propensity to commit inappropriate acts of sexual
19 misconduct towards Massage Envy clients. Defendants covered up their massage therapist's sexual
20 misconduct by failing to report the allegations to local law enforcement and/or state massage therapy
21 boards, failing to take any action to prevent such misconduct, failing to warn customers of the problem of
22 women being sexually assaulted at their franchise locations by massage therapists, and by telling the
23 public, including Plaintiff, that Defendants had a zero tolerance policy toward sexual assaults committed
24 by their massage therapists. Defendants ratified their massage therapist's conduct by failing to
25 reprimand, punish, report, or otherwise sanction the massage therapist for his sexual misconduct, and
26 instead allowed him to remain employed and/or transferred and/or hired/re-hired at another Massage
27 Envy franchise location knowing or having reason to know he was a sexual predator and/or mentally ill.

28 **JANE DOE #17 (P.F.)**

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

3 **JANE DOE #19 (M.M.)**

4 84. In or around August 2003, a male massage therapist (name presently unknown), employed
5 by MEF and/or DOES 61 through 65, sexually assaulted Plaintiff JANE DOE #19 (M.M.), by
6 inappropriately touching and/or groping Plaintiff's upper inner thighs and improperly draping Plaintiff
7 during a massage at ME – Sacramento Natomas. Defendants knew or should have known this massage
8 therapist had the propensity to commit inappropriate acts of sexual misconduct towards Massage Envy
9 clients. Defendants covered up their massage therapist's sexual misconduct by failing to report the
10 allegations to local law enforcement and/or state massage therapy boards, failing to take any action to
11 prevent such misconduct, failing to warn customers of the problem of women being sexually assaulted at
12 their franchise locations by massage therapists, and by telling the public, including Plaintiff, that
13 Defendants had a zero tolerance policy toward sexual assaults committed by their massage therapists.
14 Defendants ratified their massage therapist's conduct by failing to reprimand, punish, report, or otherwise
15 sanction the massage therapist for his sexual misconduct, and instead allowed him to remain employed
16 and/or transferred and/or hired/re-hired at another Massage Envy franchise location knowing or having
17 reason to know he was a sexual predator and/or mentally ill.

18 **ALL DEFENDANTS**

19 85. At all times relevant hereto, Defendants authorized and/or entrusted the massage therapists
20 to have skin-to-skin contact with female customers and to be alone with them while the customers were
21 undressed and in a vulnerable position. The massage therapists were aided in their commission of the
22 sexual misconduct described more fully above and below by virtue of their duties as massage therapists
23 because JANE DOE #1 (S.S.) through JANE DOE #19 (M.M.) were already undressed in a private room
24 in a vulnerable position per the protocol of massage clients at Massage Envy franchises.

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

1 customers' bodies, including JANE DOE #1 (S.S.) through JANE DOE #19 (M.M.).

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

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

21 89. Defendants' failure to take appropriate action against the massage therapists following
22 their inappropriate sexual behavior toward JANE DOE #1 (S.S.) through JANE DOE #19 (M.M.)
23 thereby ratified the actions of the massage therapists, giving them access to further sexually assault other
24 female customers in the future. By not terminating the massage therapists' employment, Defendants
25 approved, aided and abetted, adopted, and ratified their improper touching. No one from Defendants
26 reported the improper touching to law enforcement or any governmental licensing or regulatory agency,
27 or anyone for that matter.

28 90. Defendants owed a duty to female customers, including JANE DOE #1 (S.S.) through

1 JANE DOE #19 (M.M.), to provide a reasonably safe environment for them, to ensure their safety, and to
2 provide reasonably necessary supervision and oversight for their safety and welfare while at Massage
3 Envy franchise locations, including ME – Burlingame, Venutra, Upland, Santee, South Pasadena, Long
4 Beach BK, Yorba Linda, East Roseville, Sacramento Natomas, Hollywood & Vine, North Fontana,
5 Vacaville, Glendale, San Jose, San Clemente, and Elk Grove. Defendants failed to fulfill their legal duty
6 to provide a reasonably safe environment for female customers at Massage Envy franchise locations.

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

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

18 93. As a result of Defendants' negligent, careless, and reckless acts and omissions, numerous
19 women, including JANE DOE #1 (S.S.) through JANE DOE #19 (M.M.), were improperly touched by
20 depraved predators, who exploited their position as massage therapists to violate innocent and
21 unsuspecting women. 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 to
23 unsuspecting, vulnerable female customers. As a direct result of Defendants' tortious acts and omissions,
24 Plaintiffs suffered severe emotional distress. Defendants knowingly permitted massage therapists to be
25 employed, retained, rehired, and/or assigned who they knew and/or had reason to know, were
26 psychologically unfit to provide massage therapy services to unsuspecting, vulnerable female customers.
27 As a direct result of Defendants' acts, Plaintiffs suffered severe physical injuries and emotional distress.
28 Defendants employed, retained, transferred, re-hired and/or assigned massage therapists who it knew or

1 should have known were sexual predators and/or mentally ill.

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

- 5 a. Failure to investigate the backgrounds of massage therapists in the employ or
6 service of the Defendants;
- 7 b. Failure to prohibit, restrict, or limit the activities of massage therapists suspected
8 of sexual misconduct and/or those known to be sexual predators;
- 9 c. Failure to reasonably and properly investigate allegations of sexual misconduct;
- 10 d. Failure to properly train and instruct investigators;
- 11 e. Failure it have in place, standards of acceptable and unacceptable conduct;
- 12 f. Failure to formulate, effectuate and enforce policies to prevent and/or minimize the
13 risk of sexual misconduct to female customers by agents, servants, and/or employees of the
14 Defendants;
- 15 g. Failure to designate competent investigators to evaluate complaints of sexual
16 misconduct;
- 17 h. Failure to have in place standards for reporting acts of sexual misconduct to law
18 enforcement authorities;
- 19 i. Failure to have in place standards for reporting acts of sexual misconduct to public
20 officials and/or state massage therapy boards; and
- 21 j. Failure to warn customers regarding the danger of sexual assaults by massage
22 therapists at franchise locations.

23 95. Defendants had a duty to take reasonable steps to ensure that massage therapists, whose
24 duties placed them in close proximity to unsuspecting female customers, were psychologically fit to
25 perform those duties without jeopardizing the safety of said women. Defendants had a duty to take
26 reasonable steps to supervise the actions of their massage therapists while providing services to female
27 customers at Massage Envy franchises, especially considering their knowledge of sexual assaults at
28 franchise locations occurring at an “enormous” number.

1 96. Defendants failed to take reasonable steps to ensure that massage therapists were
2 psychologically fit to provide massage therapy services to female customers at Massage Envy franchise
3 locations, after the Defendants knew, and/or should have known, of the dangers posed by massage
4 therapists. As a direct result of the Defendants' acts and/or omissions, Plaintiffs suffered severe
5 emotional distress. Defendants employed, retained, transferred, re-hired and/or assigned massage
6 therapists who it knew and/or had reason to know were psychologically unfit to provide massage therapy
7 services to unsuspecting, innocent female customers. Defendants employed, retained, transferred, re-
8 hired and/or assigned massage therapists who it knew and/or had reason to know or should have known
9 were sexual predators and/or mentally ill.

10 97. Defendants' wrongdoing, however, did not stop there. Defendants employed deliberate
11 strategies to conceal known sexual misconduct by massage therapists in the employ or service of
12 Defendants. These strategies included the following:

- 13 a. Conducting sham investigations which were designed to avoid establishing
14 culpability of massage therapists accused of sexual misconduct;
- 15 b. Failing to interview witnesses or persons who possessed, or may have possessed,
16 information which might tend to establish the guilt of an accused massage therapist;
- 17 c. Routinely transferring, assigning and/or re-hiring massage therapists suspected of
18 improperly touching female customers to and/or at other Massage Envy locations;
- 19 d. Purposefully failing to inform customers of the acts of sexual misconduct and/or
20 allegations of same, despite circumstances which gave rise to a duty to disclose such information
21 and in fact, recommending massage therapists who were known to have improperly touched
22 female customers;
- 23 e. Knowingly harboring sexual predators that were suspected and/or accused of
24 sexual misconduct;
- 25 f. Purposefully refusing to notify law enforcement and/or state massage therapy
26 board officials when there existed reasonable grounds to believe that a massage therapist had
27 engaged in improper sexual conduct with a female customer; and
- 28 g. Directing local franchisees not to report allegations of sexual abuse.

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

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

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

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

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

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

1 reasonable person would regard the conduct of Defendants as intolerable in a civilized community.

2 **FIRST CAUSE OF ACTION**

3 **Negligence**

4 **(Against All Listed in Paragraphs Nos. 20-25; and 38)**

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

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

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

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

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

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

25 109. The acts and omissions of Defendants complained of herein constitute negligent and
26 reckless hiring, training, supervision, and retention of the massage therapists. It was foreseeable that if
27 Defendants did not adequately exercise or provide the duty of care owed to female customers in their
28 care, including, but not limited to Plaintiffs, they would be vulnerable to sexual misconduct by massage

1 therapists. Defendants also negligently and improperly failed to exercise the minimal and reasonable
2 care by failing to warn Plaintiffs about the massage therapists' known history and propensity to
3 improperly touch women, and by permitting and encouraging the massage therapists to have physical
4 access to Plaintiffs' bodies on the premises of Defendants. Based on the acts alleged above, Defendants
5 knew, or should have known, that their failure to exercise due care toward Plaintiffs would, and did,
6 cause Plaintiffs severe emotional distress.

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

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

1 misconduct to law enforcement authorities and/or state boards of massage therapy.

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

1 franchise locations.

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

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

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

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

5 **SECOND CAUSE OF ACTION**

6 **Premises Liability**

7 **(Against All Listed in Paragraphs Nos. 20-25; and 38)**

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

10 117. Defendants owned, occupied, managed, operated, controlled, leased or serviced the
11 subject premises.

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

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

16 120. Plaintiffs are informed and believe and thereon allege that they will continue to suffer
17 extreme mental, physical, and pain and suffering in the future as a result of the injuries alleged herein.
18 As a further proximate result, Plaintiffs have been damaged in that they have been required to expend
19 money and incur obligations for medical services, drugs, and sundries reasonably required in the
20 treatment and relief of the injuries alleged according to proof. As a further proximate result, Plaintiffs
21 will continue to incur, medical and related expenses.

22 **THIRD CAUSE OF ACTION**

23 **Intentional Infliction of Emotional Distress**

24 **(Against All Listed in Paragraphs Nos. 20-25; and 38)**

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

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

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

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

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

9 **FIFTH CAUSE OF ACTION**

10 **Ralph Act Violation (Civ. Code §§ 51.7 and 52)**

11 **(Against All Listed in Paragraphs Nos. 20-25; and 38)**

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

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

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

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

22 138. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

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

26 140. The aforementioned conduct was accomplished intentionally and/or recklessly with
27 conscious disregard for said Plaintiffs' health, safety, privacy, freedom, and human dignity. Defendant's
28 aforementioned conduct was so outrageous in character and so extreme in degree as to go beyond all

1 possible bounds of decency, and should be regarded as despicable, atrocious, and utterly intolerable in a
2 civilized community. The acts of Defendants alleged above were willful, wanton, malicious, oppressive,
3 fraudulent, despicable, and outrageous and justify the awarding of exemplary and punitive damages.

4 **SIXTH CAUSE OF ACTION**

5 **Negligent Misrepresentation**

6 **(Against All Defendants)**

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

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

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

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

24 **SEVENTH CAUSE OF ACTION**

25 **Fraud, Intentional Misrepresentation, Concealment, False Promise**

26 **(Against All Defendants)**

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

1 146. Defendants had a duty to disclose the rampant problem of sexual assaults occurring at
2 Massage Envy locations to Plaintiff prior to them purchasing massage services and/or memberships.
3 Despite this duty, Defendants intentionally and actively concealed or suppressed the rampant problem of
4 sexual assaults occurring at Massage Envy locations with the intent to defraud Plaintiffs into purchasing
5 unsafe massage services, which led to Plaintiffs being sexually assaulted. Defendants intentionally
6 made false promises and representations to Plaintiffs, which were designed to further suppress the
7 rampant problem of sexual assaults occurring at Massage Envy locations.

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

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

23 149. Defendants actively sought to conceal the knowledge and danger of customers being
24 sexually assaulted within their business locations by actively preventing sexual assault reports from
25 being reported to law enforcement and/or state massage therapy boards. According to at least one
26 former employee: “[The internal review policy] is not in place to protect the client. It’s in place to
27 protect the company. It’s centered around defusing the situation so the client doesn’t call the police. You
28 don’t want cop cars showing up at your location the next day.”

1 150. Not only does MEF not require its franchisees to report sexual assaults of customers by
2 its massage therapists to law enforcement and/or state massage therapy boards, but it has an
3 incomprehensible policy and procedure of directing franchisees to conceal allegations of inappropriate
4 sexual behavior involving its massage therapists and directing franchisees not to report said allegations
5 to local law enforcement and/or state massage therapy boards in order to “protect the brand.”

6 151. Franchisees not only have agreed to abide by this policy as they are required to in order
7 to operate a Massage Envy franchise location, but franchisees have in fact worked together with MEF
8 and other franchisees throughout the State of California to effectuate it, thereby effectively keeping it
9 hidden from unsuspecting customers throughout the country and the State of California.

10 152. In reality and behind closed doors, MEF company protocol encourages employees to
11 handle any allegations of sexual misconduct by its massage therapists “in-house.” MEF policy requires
12 that every instance of sexual assault be reported to MEF by the franchisee via a web portal and MEF
13 works with the franchisee to ensure that the report is not made public. In furtherance of that conspiracy
14 and contrary to their public declaration of “zero tolerance”, MEF therapists are often allowed to remain
15 employed and/or were transferred and/or hired/re-hired at another Massage Envy franchise location,
16 only to go on to improperly touch multiple other female customers, as occurred here.

17 153. MEF, other Defendants named herein, and other of MEF’s franchisees have long feared
18 that the public would learn about the problem of massage therapists sexually assaulting female
19 customers at its franchise locations but took no action whatsoever to prevent these assaults. Ton the
20 contrary, Defendants continued to protect the company at the expense of the safety of its customers, and
21 have actively and intentionally taken steps to cover up the sexual assaults in order to conceal them from
22 their customers and members.

23 154. According to a former corporate employee, the company’s leadership has long feared the
24 media, and therefore the public, would realize the national scope of the problem. That person recalled
25 executives discussing what would happen “if someone connects the dots of how many sexual assaults
26 have occurred across the country.” In at least one risk management training, franchisees were told the
27 goal when investigating claims is “to avoid police and keep membership.” Although required to disclose
28 dangers associated with the services they offer, Defendants know that if the truth is exposed it will

1 decimate their reputation and ultimately, their company's profits.

2 155. The fact that Defendants have done nothing to inform and/or warn customers of the
3 problem and danger of women being sexually assaulted at its franchise locations by massage therapists,
4 even though it trains franchisees on the problem, is exemplary of this concerted fraud.

5 156. Defendants have also taken deliberate and intentional steps to oppose and kill legislation
6 is states that would have required them to report sexual assaults within their business to police and other
7 regulatory agencies. Defendants took these steps with the intent to conceal the rampant problem of
8 sexual assaults occurring within their business.

9 157. In addition to their intentional, fraudulent declaration of having a "zero tolerance" policy
10 that has and will be followed, MEF, other Defendants named herein, and other of MEF's franchisees
11 intentionally and falsely told Plaintiffs and all of Defendants' customers that safety is at the core of their
12 company's mission, that they protect their customers, that they carefully select and thoroughly train their
13 massage therapists, that they are dedicated to providing a comfortable and professional environment,
14 that Plaintiffs and all of Defendants' customers can be confident they will have a positive experience,
15 that they bring joy into Plaintiffs and all of Defendants' customers' lives, and that they make the best of
16 everybody, among other intentionally false statements to Plaintiffs and all of Defendants' customers.

17 158. Contrary to the CEO's, Joseph C. Magnacca, declaration to the public of a "Commitment
18 to Safety," Defendants continue their conspiracy to defraud the public today. The Defendants continue
19 to deceive the public regarding the dangers of its services and its knowledge of therapists' sexual
20 assaults on customers and are, in fact, engaging in a continuous and repeated pattern to keep sexual
21 assault claims "in-house" and from law enforcement, state massage therapy boards, unsuspecting
22 customers and the public at large.

23 159. As a result of an intentional corporate policy tolerating sexual assaults and the fraud
24 being perpetrated on the public claiming a "commitment to safety" and "zero tolerance" in order to lure
25 more unsuspecting customers into their locations and increase their profits, women continue to and will
26 in the future be sexually assaulted as a result of the Defendants inexplicable, deceptive actions. Due to
27 the actions of Defendants' intentional actions to conspire and conceal the assaults while representing to
28 the public otherwise, it has fraudulently deceived thousands of men and women into believing they were

1 purchasing a safe service from the Defendants.

2 160. Defendants nothing to inform and/or warn customers of the problem of women being
3 sexually assaulted at its franchise locations by massage therapists, even though it trains employees on how
4 to conceal the problem. Defendants have conspired to keep the problem of women being sexually
5 assaulted at its franchise locations by massage therapists, from Plaintiffs and from all of Defendants'
6 customers. Instead of informing Plaintiffs and all of Defendants' customers about the problem of women
7 being sexually assaulted at its franchise locations by massage therapists, Defendants have intentionally
8 and falsely told Plaintiffs and all of Defendants' customers that safety is at the core of their company's
9 mission; that it has a zero tolerance policy towards sexual assaults committed by their massage
10 therapists; that they protect their customers; that they carefully select and thoroughly train their massage
11 therapists; that they are dedicated to providing a comfortable and professional environment; that
12 Plaintiffs and all of Defendants' customers can be confident they will have a positive experience; that
13 they bring joy into Plaintiffs and all of Defendants' customers' lives, and that they make the best of
14 everybody, among other intentionally false statements to Plaintiffs and all of Defendants' customers.

15 161. Defendants advertise their massage therapy services through numerous mediums and
16 platforms across the nation and have built a nationally recognizable brand associated with massage
17 therapy. In creating a nationally recognizable brand, Defendants have repeatedly and consistently
18 represented, explicitly to Plaintiffs and/or implicitly to the public in general, that the services offered by
19 this brand are safe, when in fact Defendants know the services are not safe. Defendants knew there was
20 a substantial chance that Plaintiffs would be assaulted before Plaintiffs entered into Massage Envy
21 memberships or purchased a massage at Massage Envy, but did nothing.

22 162. Plaintiffs were unaware of the rampant problem of sexual assaults occurring at Massage
23 Envy locations, and this fact was within the exclusive knowledge of Defendants. Plaintiffs would have
24 never entered into memberships or purchased massage services from Defendants had they known of the
25 rampant problem of sexual assaults occurring at Massage Envy locations.

26 163. Defendants had exclusive knowledge of the rampant problem of sexual assaults occurring
27 at Massage Envy locations, and intentionally do not disclose the problem to Plaintiffs. Defendants had a
28 written policy designed to fraudulently conceal from Plaintiffs the fact that its business had a the

1 rampant problem of sexual assaults. Because Defendants its business had a rampant problem of sexual
2 assaults, they were under a duty to disclose that fact to Plaintiffs. Defendants alone had knowledge of
3 the rampant problem of sexual assaults and owed a duty to disclose it. Rather than disclose it,
4 Defendants promised and represented their massage services were safe and free of inappropriate sexual
5 touching. Defendants intentionally lied about, made misleading statements about, and suppressed the
6 fact that its business had the rampant problem of sexual assaults.

7 164. Defendant had the intent to defraud Plaintiffs and did so to induce Plaintiffs into
8 believing they were purchasing safe massage services that would be free of inappropriate sexual
9 touching. Defendants fraudulently concealed the rampant problem of sexual assaults to induce Plaintiffs
10 into purchasing massage services and/or memberships. Defendants assured Plaintiffs their massage
11 services and/or memberships were safe and free of inappropriate sexual touching. These assurances
12 were knowingly false since Defendants knew its business had a rampant problem of sexual assaults
13 occurring at its franchise locations.

14 165. Had Defendants abided by its duty to disclose to Plaintiffs the fact that its business had a
15 rampant problem of sexual assaults occurring at its franchise locations, Plaintiffs would have never
16 purchased the massage services or memberships. Instead, Plaintiffs would have walked right out of the
17 Massage Envy location and found a safe business to purchase massage services. Defendants
18 intentionally false assurances that their massage services were safe and free of inappropriate touching
19 was an important fact to Plaintiffs. Plaintiffs were reasonable to rely upon Defendants intentionally
20 false assurances that their massage services were safe and free of inappropriate touching. Plaintiffs had
21 no ability to discover Defendants false assurances. Further, Defendants written corporate policies were
22 created to prevent Plaintiffs from discovering Defendants false assurances were in fact false, and that
23 Defendants' massage services and memberships had a substantial likelihood that Plaintiffs would be
24 sexually assaulted. Plaintiffs' reliance was justifiable because Defendants knowingly made false
25 assurances that their massage services were safe and free of inappropriate touching.

26 166. After Plaintiffs' sexual assaults occurred, Plaintiffs demanded that their memberships be
27 cancelled. Defendants intentionally conditioned Plaintiff's cancellation on terms that would release
28 Defendants of liability for the very sexual assault that caused Plaintiffs to cancel their memberships. In

1 some instances, Plaintiffs refused to sign the cancellation agreement and are still being charged by
2 Defendants for their memberships. Defendants also conditioned that should plaintiff attempt to hold
3 them liable that the action would have to be concealed in private, forced arbitration.

4 167. Plaintiffs reasonably relied on Defendants' intentionally false assurances in getting
5 massages at Massage Envy locations, and their reliance on Defendants' misrepresentations were a
6 substantial factor in causing their harm. If Plaintiffs had known the facts Defendants concealed about
7 their service, security screening, and massage therapists, they would never have accepted massages from
8 the massage therapists. Defendants failed to provide Plaintiffs with safe massages.

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

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

25 170. In furtherance of said conspiracy and agreement, Defendants engaged in fraudulent
26 representations, omissions and concealment of facts, acts of cover-up and statements calculated to obtain
27 Plaintiffs and all of Defendants' customers as massage customers in their Massage Envy franchise
28 locations for the benefit of Defendants and as set forth in detail in the foregoing paragraphs, which are

1 hereby incorporated herein as though set forth in full.

2 171. All of the actions of Defendants set forth in the preceding paragraphs, incorporated
3 herein, were in violation of the rights of Plaintiffs and committed in furtherance of the aforementioned
4 conspiracies and agreements. Moreover, each of the aforementioned Defendants lent aid and
5 encouragement and knowingly financed, ratified and adopted the acts of the other. As a proximate result
6 of the wrongful acts herein alleged, Plaintiffs and the class have suffered significant damage to be
7 determined at trial.

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

15 **EIGHTH CAUSE OF ACTION**

16 **Consumer Legal Remedy Violation (Civ. Code §§ 1750, *et seq.*)**

17 **(Against All Defendants)**

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

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

22 175. Each Defendant is a "person," as that term is defined in Civil Code § 1761(c).

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

25 177. As detailed above, Defendants have engaged in and continue to engage in business
26 practices in violation of Civil Code § 1750, *et seq.* (the CLRA) by inter alia, actively concealing and
27 failing to warn customers about the inadequacy of their background screening of massage therapists, as
28

1 well as their failure to monitor the conduct of massage therapists after hire.

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

6 179. Defendants have actively concealed and failed to disclose this information knowing that
7 such information is material to a reasonable consumer’s decision to use Massage Envy for massage
8 services, and thereby misrepresented the safety of massages offered by Massage Therapy.

9 180. Defendants had a duty to disclose the rampant problem of sexual assaults occurring at
10 Massage Envy locations to Plaintiff prior to them purchasing massage services and/or memberships.
11 Despite this duty, Defendants intentionally and actively concealed or suppressed the rampant problem of
12 sexual assaults occurring at Massage Envy locations with the intent to defraud Plaintiffs into purchasing
13 unsafe massage services, which led to Plaintiffs being sexually assaulted. Defendants intentionally
14 made false promises and representations to Plaintiffs, which were designed to further suppress the
15 rampant problem of sexual assaults occurring at Massage Envy locations.
16

17 181. Defendants made false representations and false promises that harmed Plaintiffs.
18 Defendants falsely represented to Plaintiffs that they had a “zero tolerance” policy relating to sexual
19 misconduct by massage therapists. Defendants falsely represented to Plaintiffs that the massage
20 therapists in their employ and service were not only psychologically fit, but were therapists who could
21 be entrusted with the safety and well-being of female customers. Defendants represented that their
22 massage therapists were properly screened and were safe. Defendants falsely represented to Plaintiffs
23 that their massages were safe and that their massage therapists were safe, and that they had a “zero
24 tolerance” policy.

25 182. Defendants’ business practices are unfair and/or deceptive and should be enjoined.

26 183. Defendants have engaged in unfair or deceptive acts or practices intended to result in
27 consumers agreeing to pay Defendants for massage services in violation of Civil Code § 1770.

28 184. Defendants knew and/or should have known that their concealment and/or omissions of

1 material fact concerning their safety representations to consumers, including their screening of massage
2 therapists, monitoring of massage therapists' conduct after hire, and safety during massages that were
3 material and likely to mislead the public. Accordingly, Defendants' conduct alleged herein violates the
4 CLRA, including Civil Code §§ 1770(a)(7) and (a)(9).

5 185. As a direct and proximate result of Defendants' conduct, as set forth herein, Defendants
6 have received ill-gotten gains and profits. Therefore, Defendants have been unjustly enriched.

7 186. Plaintiffs will suffer irreparable harm unless Defendants' conduct is enjoined.

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

10 188. On October 22, 2018, Plaintiffs notified Defendants in writing that their conduct is in
11 violation of the CLRA and demanded that Defendants remedy the violations. On November 12, 2018,
12 Defendants acknowledged receipt of Plaintiffs' notices. Defendants did not remedy the violations, agree
13 to remedy the violations, or provide notice to their affected consumers.

14 189. As Defendants have failed to remedy their violations and provide notice to their affected
15 consumers within thirty (30) days of receiving Plaintiffs' notice, and it has been more than thirty (30)
16 days since Plaintiffs filed the original Complaint in this action, Plaintiffs are entitled to recover actual,
17 punitive and statutory damages pursuant to the CLRA § 1782(2), including attorneys' fees and costs to
18 the full extent allowed by law.

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

22
23 **NINTH CAUSE OF ACTION**

24 **Fraudulent and Unfair Business Practices (Business and Professions Code §§ 17200, *et seq.*)**

25 **(Against All Defendants)**

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

28 192. Defendants have engaged in and continue to engage in unlawful, fraudulent and unfair

1 practices, which are substantially likely to mislead Plaintiffs and all of Defendants' customers, by
2 representing intentionally misrepresenting that their Massage Envy franchise locations were safe from
3 sexual assaults, when in fact they knew they were not and their statements were false.

4 193. Plaintiffs are informed and believe and thereon allege that Defendants' conduct resulted
5 in profits and pecuniary gain received from Plaintiffs and all of Defendants' customers who contracted
6 with Defendants and/or purchased massage services from Defendants.

7 194. The business acts and practices of Defendants are unlawful, unfair and deceptive within
8 the meaning of the consumer protection statutes because, inter alia, Defendants engaged in fraud by
9 intentionally misrepresenting that their Massage Envy franchise locations were safe from sexual
10 assaults, when in fact they knew they were not and their statements were false. Further, Defendants
11 have engaged in, and continue to engage in the following unlawful, unfair and/or fraudulent business
12 practices in violation of Business and Professions Code § 17200: sexual battery in violation of Civil
13 Code § 1708.5; Ralph Act sexual harassment in violation of the Civil Code § 51.7; civil conspiracy to
14 deprive Plaintiffs their civil rights based on sex; intentional infliction of emotional distress; negligence
15 and negligent supervision and hiring; and fraud, concealment and misrepresentation.

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

21 196. Plaintiffs seek injunctive relief, restitution and restitutionary disgorgement of ill-gotten
22 gains from Defendants as specifically provided in Business & Professions Code § 17203. Plaintiffs seek
23 injunctive relief, restitution and restitutionary disgorgement of the ill-gotten gains from Defendants.

24 197. Plaintiffs engaged counsel to prosecute this action.

25 198. Plaintiffs are informed and believes and based thereon alleges that Defendants' illegal
26 acts as described above are a serious and continuing threat to Plaintiffs and the public. If Defendants are
27 allowed to continue their unfair and unlawful acts, Plaintiffs and the public will suffer further immediate
28 and irreparable injury, loss and damage. Plaintiffs are further informed and believes, and based thereon

1 alleges, that, in the absence of a temporary restraining order and preliminary and permanent injunctions
2 as prayed for below, Defendants will continue to unfairly and unlawfully compete.

3 **PRAYER FOR RELIEF**

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

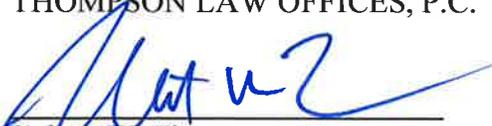
- 6 1. For general damages;
- 7 2. For special damages for medical expenses, hospital expenses, past wage loss, loss of
8 earning capacity, and incidental expenses;
- 9 3. For punitive damages/exemplary damages according to proof and pursuant to Civil Code
10 §§ 1708.5(3)(b) and 1782(2);
- 11 4. For attorney fees and/or penalties pursuant to Civil Code §§ 1708.5(3)(b) and 1782(2)
12 and Civil Code §§ 51.7 and 52, and Code of Civil Procedure §1021.5;
- 13 5. For costs of suit herein incurred;
- 14 6. For injunctive relief pursuant to Civil Code §§ 1770 and 1780(a) and (e);
- 15 7. That the Court enter an order for restitution and/or restitutionary disgorgement of profits
16 wrongfully obtained by Defendants pursuant to Business and Professions Code §§ 17200, *et seq.*
- 17 8. For such other and further relief as the court may deem proper.

18 **JURY DEMAND**

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

20 DATED: August 28, 2019

THOMPSON LAW OFFICES, P.C.

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22 _____
23 Robert W. Thompson, Esq.
24 Attorney for Plaintiffs
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