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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF ALAMEDA

11 JANE ZOE No. 1 (a pseudonym), JANE ZOE
12 No. 2 (a pseudonym), JANE ZOE No. 3 (a
13 pseudonym), JANE ZOE No. 4 (a pseudonym),
14 JANE ZOE No. 5 (a pseudonym), JANE ZOE
15 No. 6 (a pseudonym), JANE ZOE NO. 7 (a
16 pseudonym), JANE ZOE NO. 8 (a pseudonym),
17 JANE ZOE No. 9 (a pseudonym), JANE ZOE
18 No. 10 (a pseudonym), JANE ZOE No. 11 (a
19 pseudonym), JANE ZOE No. 12 (a
20 pseudonym), JANE ZOE No. 13 (a
21 pseudonym), JOHN ROE No. 1 (a pseudonym),
22 JOHN ROE No. 2 (a pseudonym), JOHN ROE
23 No. 3 (a pseudonym), JOHN ROE No. 4 (a
24 pseudonym), and JOHN ROE No. 5 (a
25 pseudonym),

26 Plaintiffs,

27 v.

28 STEVE BEARMAN, an individual, MARGO
BROCKMAN, an individual, INTERCHANGE
COUNSELING INSTITUTE, LLC, a
California limited liability company, and DOES
1 through 100, inclusive,

Defendants.

CASE NO. RF17885201

COMPLAINT FOR DAMAGES:

1. **SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE § 1708.5;**
2. **CIVIL ACTION FOR GENDER VIOLENCE IN VIOLATION OF CALIFORNIA CIVIL CODE § 52.4;**
3. **FALSE IMPRISONMENT;**
4. **SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT;**
5. **VIOLATION OF THE RALPH ACT [CALIFORNIA CIVIL CODE § 51.7];**
6. **INTERFERENCE WITH THE EXERCISE OF CIVIL RIGHTS IN VIOLATION OF THE BANE ACT [CALIFORNIA CIVIL CODE § 52.1];**
7. **SEXUAL HARASSMENT IN VIOLATION OF CALIFORNIA CIVIL CODE SECTION 51.9;**
8. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;**
9. **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
10. **NEGLIGENCE;**
11. **MISCLASSIFICATION OF EMPLOYEES IN VIOLATION OF LABOR CODE § 510;**
12. **NEGLIGENT HIRING, TRAINING, SUPERVISION, AND DISCIPLINE;**

13. FAILURE TO PREVENT
DISCRIMINATION AND HARASSMENT
IN VIOLATION OF G.C. §129409(k);
14. BREACH OF ORAL CONTRACT;
15. FRAUD AND DECEIT – CIVIL CODE §§
1572, 1709-1710;
16. UNTRUE OR MISLEADING
ADVERTISING — BUSINESS AND
PROFESSIONS CODE § 17500 ET SEQ.;
17. UNLAWFUL BUSINESS PRACTICES-
BUSINESS AND PROFESSIONS CODE §
17200 ET SEQ.;
18. BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING;
19. PROFESSIONAL MALPRACTICE;
20. WRONGFUL CONSTRUCTIVE
TERMINATION IN VIOLATION OF
PUBLIC POLICY;
21. MONEY HAD AND RECEIVED;
22. NEGLIGENT MISREPRESENTATION

JANE ZOE No. 1 (a pseudonym), JANE ZOE No. 2 (a pseudonym), JANE ZOE No. 3 (a pseudonym), JANE ZOE No. 4 (a pseudonym), JANE ZOE No. 5 (a pseudonym), JANE ZOE No. 6 (a pseudonym), JANE ZOE NO. 7 (A PSEUDONYM), JANE ZOE NO. 8, JANE ZOE No. 9 (a pseudonym), JANE ZOE No. 10 (a pseudonym), JANE ZOE No. 11 (a pseudonym), JANE ZOE No. 12 (a pseudonym), JANE ZOE No. 13 (a pseudonym), JOHN ROE No. 1 (a pseudonym), JOHN ROE No. 2 (a pseudonym), JOHN ROE No. 3 (a pseudonym), JOHN ROE No. 4 (a pseudonym), JOHN ROE No. 5 (a pseudonym) (Collectively hereinafter referred to as “Plaintiffs”) complain against Defendants STEVE BEARMAN, an individual; MARGO BROCKMAN, an individual, INTERCHANGE COUNSELING INSTITUTE, LLC (sometimes refereed to herein as “INTERCHANGE”), and DOES 1 through 100 as follows (Collectively hereinafter referred to as “Defendants”) as follows:

PARTIES

1. Plaintiff JANE ZOE No. 1 is a competent adult. Plaintiff JANE ZOE No. 1 is a pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.

1 Plaintiff JANE ZOE No. 1, at all times relevant hereto, is an individual residing in the City of
2 Oakland, State of California.

3 2. Plaintiff JANE ZOE No. 2 is a competent adult. Plaintiff JANE ZOE No. 2 is a
4 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
5 Plaintiff JANE ZOE No. 2, at all times relevant hereto, is an individual residing in the City of San
6 Francisco, State of California.

7 3. Plaintiff JANE ZOE No. 3 is a competent adult. Plaintiff JANE ZOE No. 3 is a
8 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
9 Plaintiff JANE ZOE No. 3, at all times relevant hereto, is an individual residing in the City of
10 Berkeley, State of California.

11 4. Plaintiff JANE ZOE No. 4 is a competent adult. Plaintiff JANE ZOE No. 4 is a
12 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
13 Plaintiff JANE ZOE No. 4, at all times relevant hereto, is an individual residing in the City of
14 Oakland, State of California.

15 5. Plaintiff JANE ZOE No. 5 is a competent adult. Plaintiff JANE ZOE No. 5 is a
16 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
17 Plaintiff JANE ZOE No. 5, at all times relevant hereto, is an individual residing in the City of Orlando,
18 State of Florida.

19 6. Plaintiff JANE ZOE No. 6 is a competent adult. Plaintiff JANE ZOE No. 6 is a
20 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
21 Plaintiff JANE ZOE No. 6, at all times relevant hereto, is an individual residing in the City of
22 Oakland, State of California.

23 7. Plaintiff JANE ZOE No. 7 is a competent adult. Plaintiff JANE ZOE No. 7 is a
24 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
25 Plaintiff JANE ZOE No. 7, at all times relevant hereto, is an individual residing in the City of
26 Oakland, State of California.

27 8. Plaintiff JANE ZOE No. 8 is a competent adult. Plaintiff JANE ZOE No. 8 is a
28 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.

1 Plaintiff JANE ZOE No. 8, at all times relevant hereto, is an individual residing in the City of San Luis
2 Obispo, State of California.

3 9. Plaintiff JANE ZOE No. 9 is a competent adult. Plaintiff JANE ZOE No. 9 is a
4 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
5 Plaintiff JANE ZOE No. 9, at all times relevant hereto, is an individual residing in the City of Los
6 Angeles, State of California.

7 10. Plaintiff JANE ZOE No. 10 is a competent adult. Plaintiff JANE ZOE No. 10 is a
8 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
9 Plaintiff JANE ZOE No. 10, at all times relevant hereto, is an individual residing in the City of
10 Alameda, State of California.

11 11. Plaintiff JANE ZOE No. 11 is a competent adult. Plaintiff JANE ZOE No. 11 is a
12 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
13 Plaintiff JANE ZOE No. 11, at all times relevant hereto, is an individual residing in the City of
14 Berkeley, State of California.

15 12. Plaintiff JANE ZOE No. 12 is a competent adult. Plaintiff JANE ZOE No. 12 is a
16 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
17 Plaintiff JANE ZOE No. 12, at all times relevant hereto, is an individual residing in the City of
18 Berkeley, State of California.

19 13. Plaintiff JANE ZOE No. 13 is a competent adult. Plaintiff JANE ZOE No. 13 is a
20 pseudonym for a woman whose name is kept confidential for personal safety and privacy reasons.
21 Plaintiff JANE ZOE No. 13, at all times relevant hereto, is an individual residing in the City of
22 Oklahoma City, State of Oklahoma.

23 14. Plaintiff JOHN ROE No. 1 is a competent adult. Plaintiff JOHN ROE No. 1 is a
24 pseudonym for a man whose name is kept confidential for personal safety and privacy reasons.
25 Plaintiff JOHN ROE No. 1, at all times relevant hereto, is an individual residing in the City of San
26 Francisco, State of California.

27 15. Plaintiff JOHN ROE No. 2 is a competent adult. Plaintiff JOHN ROE No. 2 is a
28 pseudonym for a man whose name is kept confidential for personal safety and privacy reasons.

1 Plaintiff JOHN ROE No. 2, at all times relevant hereto, is an individual residing in the City of San
2 Francisco, State of California.

3 16. Plaintiff JOHN ROE No. 3 is a competent adult. Plaintiff JOHN ROE No. 3 is a
4 pseudonym for a man whose name is kept confidential for personal safety and privacy reasons.
5 Plaintiff JOHN ROE No. 3, at all times relevant hereto, is an individual residing in the City of
6 Oakland, State of California.

7 17. Plaintiff JOHN ROE No. 4 is a competent adult. Plaintiff JOHN ROE No. 4 is a
8 pseudonym for a man whose name is kept confidential for personal safety and privacy reasons.
9 Plaintiff JOHN ROE No. 4, at all times relevant hereto, is an individual residing in the City of San
10 Francisco, State of California.

11 18. Plaintiff JOHN ROE No. 5 is a competent adult. Plaintiff JOHN ROE No. 5 is a
12 pseudonym for a man whose name is kept confidential for personal safety and privacy reasons.
13 Plaintiff JOHN ROE No. 5, at all times relevant hereto, is an individual residing in the City of
14 Emeryville, State of California.

15 19. Upon information and belief, Defendant STEVE BEARMAN is an individual and a
16 resident of Alameda County, California at all times herein mentioned and committed acts causing
17 harm to Plaintiffs in the County of Alameda, State of California. At all times herein mentioned, he
18 was acting as a teacher for INTERCHANGE COUNSELING INSTITUTE, LLC, as well as a
19 counselor to its students and the employer of a staff consisting of a Leadership Team, volunteers,
20 contractors and employees.

21 20. Upon information and belief, Defendant MARGO BROCKMAN is an individual and a
22 resident of Alameda County, California at all times and committed acts causing harm to Plaintiffs in
23 the County of Alameda, State of California. At all times herein mentioned, she was acting as an
24 individual and for INTERCHANGE COUNSELING INSTITUTE, LLC, as the employer of a staff
25 consisting of a Leadership Team, volunteers, contractors and employees.

26 21. Upon information and belief, Defendant STEVE BEARMAN and MARGO
27 BROCKMAN, are herein sued individually and as managing agents of Defendant INTERCHANGE
28 COUNSELING INSTITUTE, LLC.

1 costs.

2 27. The allegations of this Complaint stated on information and belief are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery.

4 **EXHAUSTION OF REMEDIES**

5 28. Prior to the filing of this action, Plaintiffs timely filed complaints with the Department
6 of Fair Employment and Housing ("DFEH") alleging that the acts of Defendants established a violation
7 of FEHA, Government Code Section 12900 et Seq. Plaintiffs have received "right to sue" letters from
8 the DFEH against each named Defendants and has timely brought this action thereafter.

9 **VENUE**

10 29. Venue is proper because Defendant INTERCHANGE COUNSELING INSTITUTE,
11 LLC is doing business, or has done business during the times related herein, in the City and County of
12 Alameda.

13 30. Defendant STEVE BEARMAN, individually and as a managing agent of Defendant
14 INTERCHANGE COUNSELING INSTITUTE, LLC, resided in the County of Alameda, and
15 committed acts causing harm to Plaintiffs primarily in the County of Alameda, State of California.

16 31. Defendant MARGO BROCKMAN, individually and as a managing agent of Defendant
17 INTERCHANGE COUNSELING INSTITUTE, LLC, resided in the County of Alameda, and
18 committed acts causing harm to Plaintiffs primarily in the County of Alameda, State of California.

19 32. The wrongful acts and omissions giving rise to the Defendants' liability in this action
20 have been and are "continuing" in nature as of the date of filing this Complaint. Plaintiffs reserve the
21 right to amend this Complaint as new and additional facts and claims arise or become known to
22 Plaintiffs.

23 **TOLLING DUE TO DEFENDANT'S UNAVAILABILITY**

24 33. On information and belief, Defendants STEVE BEARMAN and MARGO
25 BROCKMAN regularly leave the State of California and the United States for weeks or months at a
26 time, if not longer. Under California law, the statute of limitations does not run, or tolls, while a
27 resident Defendant is out of state. (Code Civ. Proc., § 351.)

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1 ALTER EGO ALLEGATIONS

2 34. Plaintiffs are informed and believe and thereon allege that the limited liability
3 companies, and entities named as Defendants herein, including but not limited to INTERCHANGE
4 COUNSELING INSTITUTE, LLC, and DOES 80 through 100, (hereinafter occasionally collectively
5 referred to as the "ALTER EGO ENTITIES"), and each of them, were at all times relevant the alter ego
6 entities of individual Defendants STEVE BEARMAN and MARGO BROCKMAN and DOES 60
7 through 79 and by reason of the following:

8 (a) Plaintiffs are informed and believe and thereon allege that said individual
9 defendants, at all times herein mentioned, dominated, influenced and controlled
10 each of the ALTER EGO ENTITIES and the members thereof as well as the
11 business, property, and affairs of each of said entity.

12 (b) Plaintiffs are informed and believe and thereon allege that, at all times
13 herein mentioned, there existed and now exists a unity of interest and ownership
14 between said individual defendants and each of the ALTER EGO ENTITIES; the
15 individuality and separateness of said individual defendants and each of the
16 ALTER EGO ENTITIES have ceased.

17 (c) Plaintiffs are informed and believe and thereon allege that, at all times
18 since their establishment of each, the ALTER EGO ENTITIES have been and
19 now are a mere shell and naked framework which said individual defendants
20 used as a conduit for the conduct of their personal business, property and affairs.
21

22 (d) Plaintiffs are informed and believe and thereon allege that, at all times
23 herein mentioned, each of the ALTER EGO ENTITIES was created and
24 continued pursuant to a fraudulent plan, scheme and device conceived and
25 operated by said individual Defendants STEVE BEARMAN, MARGO
26 BROCKMAN and DOES 60 to 79, whereby the income, revenue and profits of
27 each of the ALTER EGO ENTITIES were diverted by said individual
28 Defendants to themselves.

1 (e) Plaintiffs are informed and believe and thereon alleges that, at all times
2 herein mentioned, each of the ALTER EGO ENTITIES was organized by said
3 individual defendants as a device to avoid individual liability and for the purpose
4 of substituting financially irresponsible entities in the place and stead of said
5 individual defendants, and each of them, and accordingly, each of the ALTER
6 EGO ENTITIES was formed with capitalization totally inadequate for the
7 business in which said entity was engaged.

8 (f) Plaintiffs are informed and believe and thereon allege that each of the ALTER
9 EGO ENTITIES is insolvent.

10 (g) By virtue of the foregoing, adherence to the fiction of the separate corporate
11 existence of each of the ALTER EGO ENTITIES would, under the circumstances,
12 sanction a fraud and promote injustice in that Plaintiffs would be unable to realize upon
13 any judgment in their favor.

14 35. Plaintiffs are informed and believe and thereon allege that, at all times relevant hereto,
15 the individual defendants STEVE BEARMAN, MARGO BROCKMAN, DOES 60 to 79 and the
16 ALTER EGO ENTITIES acted for each other in connection with the conduct hereinafter alleged and
17 that each of them performed the acts complained of herein or breached the duties herein complained of
18 as agents of each other and each is therefore fully liable for the acts of the other. Plaintiffs are informed
19 and believe, and thereon allege, that at all times herein mentioned, Defendants, and each of them,
20 whether individuals, corporations, partnerships, joint ventures, associates or other entities, and each of
21 them, were the partners, joint ventures, agents and/or employees of their co-defendants, and in doing
22 the things herein alleged, were acting within the course and scope of such partnership, joint venture,
23 agency and/or employment, and under the direction of, and with the consent and permission, advance
24 knowledge, and/or subsequent ratification of their co-defendants.

25 **GENERAL ALLEGATIONS**

26 36. Defendant Bearman was the sole teacher at INTERCHANGE COUNSELING
27 INSTITUTE, LLC. He also taught courses elsewhere in order to market the counseling skills course
28 and seminars offered through INTERCHANGE COUNSELING INSTITUTE, LLC, which was a one

1 year, ten weekend course, offering a certificate as a “counselor” upon completion. Advance-track was
2 also offered which included additional course days besides the weekend at an increased cost. As part of
3 the requirements to obtain the certificate, students were required to attend the course training classes
4 and also use what was taught to them to counsel each other one-on-one for a required minimum number
5 of hours. Despite the fact that these “students” had no counseling training or experience, Defendants
6 made no attempt to “vet” them in order to ensure that other students or Leadership Team members were
7 safe counseling with them. Additionally Defendants made little or no effort to follow up with students
8 who were counseled during the program to ensure they felt safe and were not traumatized.

9 37. On the website operated by INTERCHANGE, during 2014, 2015, 2016 and 2017
10 potential students were told that they would learn to go out and “be a counselor in the World,” learn
11 “coaching and counseling training”, learn “tools to start a practice as a life coach or counselor,” to
12 “develop yourself as a counselor,” to “become more powerful counselors,” to “create a professional
13 coaching career.” The site states, “We’re going to teach you a kind of superpower...that superpower is
14 called counseling.” It states that INTERCHANGE is an “optimal learning environment.” Additionally,
15 the site compares the cost of the various courses with those taught by accredited schools and programs.
16 In fact, INTERCHANGE was not an accredited school. Defendant Bearman advertised himself as a
17 PhD, but was not a licensed therapist. On March 28, 2016, the California Psychology Board sent a
18 cease and desist letter to Defendant Bearman, stating that he was misrepresenting himself to the public
19 as a licensed practitioner by calling himself a psychologist and advertising services that require
20 psychology license on a Yelp and a Linked In site. On April 20, 2016, it sent him a follow up letter
21 saying the required corrections had not been made. Plaintiffs read all of the content on the
22 INTERCHANGE web site, as well as the Yelp and Linked in content, and reasonably believed that
23 Defendants Bearman and INTERCHANGE were fully qualified to teach them the skills advertised in
24 an optimal learning environment. In addition, INTERCHANGE held “Intro Days” just prior to the
25 beginning of each course year in October, to attract new students. Defendants made identical
26 representations to Plaintiffs at this time. In fact, Defendants Bearman and INTERCHANGE were not
27 qualified to teach them the skills advertised. Plaintiffs spent thousands of dollars purchasing courses,
28 retreats and seminars in reliance upon the above cited representations and advertisements, and did not

1 get what they bargained for. The certificates presented to them had little or no value and what value
2 there was has now been reduced to nothing due to the actions of Defendants.

3 38. Each year, Defendant STEVE BEARMANE would select from a number of applicants
4 to choose a "Leadership Team," comprised of graduated students, who would receive as in-kind
5 compensation large discounts on retreats, seminars and classes as well as a free counseling session one-
6 on-one, with Defendant STEVE BEARMAN, which he valued at approximately \$400.00.
7 INTERCHANGE COUNSELING INSTITUTE, LLC also provided work-trade arrangements to some
8 students and hired contractors and employees. Defendant Brockman ran the business side of
9 INTERCHANGE COUNSELING INSTITUTE, LLC and supervised employees, volunteers, and
10 contractors as well as facilities. As part of his services at INTERCHANGE COUNSELING
11 INSTITUTE, LLC, Defendant Bearman offered public and private counseling sessions with students as
12 well.

13 39. At the time of application as student and for Leadership Team, as well as during the
14 courses, students were asked to detail the personal issues they had and what they wanted to work on at
15 INTERCHANGE COUNSELING INSTITUTE, LLC. These details were reviewed by Defendant
16 Bearman. During the course, students were required to counsel each other one-on-one, and to take
17 detailed notes as to what was said in each session and then upload those notes to a web site maintained
18 by INTERCHANGE COUNSELING INSTITUTE, LLC. Defendant Bearman reviewed these notes.
19 Plaintiffs are informed and believe that Defendant Bearman used his review of these notes and details
20 to inform himself as to which women who were the most susceptible and vulnerable to his sexual
21 advances and use of power because of histories of sexual assault, abuse, molestation or domestic
22 violence, as well as which women had difficulty setting an enforcing sexual boundaries and responded
23 to sexual assault by dissociating or freezing, and that he used this information to target these women,
24 specifically JANE ZOES 1-6. In addition, Plaintiffs are informed and believes that Defendant Bearman
25 chose some of the Leadership Team members based on his attraction to them and his knowledge of
26 their histories in order to have them available and in a position of relative weakness so as to be
27 vulnerable to his sexual advances.

28 40. In addition, Defendant STEVE BEARMAN instructed students and Leadership Team

1 members to avoid having sexual relationships because of the power dynamic during counseling
2 sessions and because it would interfere with effective learning and counseling, indicating his
3 knowledge that a counselor or employer is in a position of power and can use that to exert undue
4 influence or coercion over a client or employee. Despite that, Defendant STEVE BEARMAN had
5 sexual relationships with students, Leadership Team members and contractors, and openly admitted it.
6 Plaintiffs witnessed him targeting young, attractive women in each class in which to focus his
7 flirtations. These women included JANE ZOES 1-6. Students and Leadership Team members,
8 contractors and employees, including Plaintiffs, were frequently subjected to gossip about Defendant
9 STEVE BEARMAN and other volunteer leaders' sexual activity with other students and volunteers,
10 and forced to witness him and volunteer leaders act in sexually provocative and harassing ways to
11 women attending and working at INTERCHANGE, which was offensive to them and caused them
12 emotional disturbance and distress. INTERCHANGE was the opposite of an "optimal environment" in
13 which to learn skills. In fact, it was used as a personal harem by Defendant STEVE BEARMAN and
14 Leadership Team members over whom Defendants exerted control and supervision, with their full
15 knowledge. From Defendant STEVE BEARMAN they learned only to ignore the ethical principles of
16 counseling and how to abuse counseling and student-teacher relationships.

17 41. Although Defendant STEVE BEARMAN taught about the implications and effects of
18 the power dynamic in counseling sessions, about re-parenting, and about disassociation, Plaintiffs are
19 informed and believe that he frequently used counseling sessions to groom women, including but not
20 limited to JANE ZOES 1-6, break down their defenses, suggest that they could be healed by
21 experiencing sexual relations with him and to instigate sexual intercourse, in a conscious abuse of his
22 acknowledged power over them.

23 42. Defendant STEVE BEARMAN supplied illegal drugs to some students and Leadership
24 Team members including but not limited to JANE ROES 1, 3, 4, 5 and 6 and determined the optimal
25 dose in order to incapacitate them so that he could have intercourse with them without their consent.

26 43. Several members of the Leadership Team who were chosen, trained and supervised by
27 Defendants also violated the advice to avoid sexual relationships, and engaged in offensive sexual
28 advances, touching and other sexual behavior, including sexual intercourse, with students and other

1 Leadership Team members with the full knowledge of the Defendants. Plaintiffs were frequently
2 subjected to gossip about their sexual activity with other students and volunteers, and forced to witness
3 them act in sexually provocative and harassing ways to women attending and working at
4 INTERCHANGE, which was offensive to them and caused them emotional disturbance and distress.

5 44. INTERCHANGE had no policy to address sexual harassment by teachers, students,
6 Leadership team members, volunteers, employees or contractors. It had no complaint process. When
7 complaints were made to Defendants by Plaintiffs and other students or Leadership Team members as
8 to the sexually harassing behavior of Defendant STEVE BEARMAN or the other Leadership Team
9 members supervised by INTERCHANGE, the complainants were told by Defendants STEVE
10 BEARMAN, MARGO BROCKMAN, and the volunteers, Leadership Team members, employees and
11 contractors they supervised that it was they who had an issue, and that they should work on their own
12 reactions to the offensive behavior. Complaints were therefore not addressed, investigated or remedied.
13 This is commonly known as "gaslighting."

14 45. INTERCHANGE created a community of former and current students and encouraged
15 them to be open and honest with each other and provide support and friendship. This was facilitated by
16 the requirement that all students had a required number of hours of counseling sessions with each other.
17 Defendants used the existence of the supportive community to coerce and unduly influence students,
18 volunteers, contractors and employees not to come forward with complaints of sexual harassment and
19 abuse. Defendant STEVE BEARMAN used his power and control as a teacher and counselor to create
20 a kind of cult of personality, in which his students and employees, including Plaintiffs, did everything
21 they could to win and maintain his approval, to follow his every instruction, to value his opinions and
22 pronouncements, and to defend everything he did to others. Membership and acceptance in the
23 community was so highly valued that members were reluctant to come forward when they suffered
24 injury at the hands of Defendants or the volunteers, contractors and employees they supervised because
25 they feared being shunned. Defendants either "gaslighted" people who raised complaints or warned
26 women who were victimized by sexual assault or abuse that if anyone in the community found out they
27 would be ostracized. In that way, they persuaded the women to remain silent.

28 46. In July 2017, Defendant was confronted by one former student about an assault on his

1 partner. August on 2017, another woman finally divulged her sexual assault by Defendant STEVE
2 BEARMAN to a friend in the community. The dominoes started to fall. As the information spread,
3 additional sexual assault victims came forward. They provided detailed descriptions of the assaults they
4 had endured, and the incoming Leadership Team confronted Defendant STEVE BEARMAN with
5 them. In response, he admitted violating boundaries in sexual relationships and this was followed up by
6 him with a post he authored on his Facebook page, admitting the same thing.

7 JANE ZOE 1

8 47. Jane Zoe 1 was a student at INTERCHANGE and was at all times mentioned herein
9 working as a contractor at INTERCHANGE through September 2017. Plaintiff is informed and
10 believes that Defendant STEVE BEARMAN had reviewed her counseling notes and determined that
11 she would be an easy target. In 2013, she was invited by Defendant STEVE BEARMAN to his
12 apartment in San Francisco to discuss healing her sexual shame, where they began to discuss her sexual
13 trauma and shame and what this healing could look like. She told Defendant STEVE BEARMAN she
14 had been raped at age 19 and had generations of sexual trauma and shame on both sides of her
15 family. She also shared with Defendant STEVE BEARMAN that it was difficult for her to have any
16 sort of boundaries and it was hard for her to say no, especially once she has already said yes to
17 anything. Once she put up a green light, she would often get stuck and not be able to communicate that
18 she didn't want to keep going anymore. She told him how she tended to go into "freeze" and then
19 couldn't take care of herself or communicate her needs and how traumatizing this had been in
20 experiences with men. He labeled his plan a healing "experiment." She agreed to his plan because she
21 held him in high regards as a teacher, an employer and a counselor. He promised her that nothing
22 sexual would happen unless she said she wanted it to or initiated it herself. In the first two experiments,
23 they got together and nothing sexual happened. In the third, he gave her LSD saying it would relax her
24 and loosen her up. They ended up naked, with him on top of her. When she wanted to stop, he stopped,
25 which showed her that she was safe. During another experiment they ended up fully naked, with him on
26 top of her. He convinced her that it was okay to have sex without a condom because he could control
27 his ejaculation and would not ejaculate inside her. She didn't feel okay or ready or have the desire to go
28 any further, but this time instead of stopping, he looked down at her and began chanting, "Open, open,

1 open, open, open, open” over and over again, as if he was saying “open up and let me in.” She got
2 scared, immediately froze and dissociated from her body. After he repeated the word “open” over and
3 over, she finally gave in. He then began penetrating her, without a condom. It was not feel consensual
4 because she was unable to consent. She was completely dissociated. They were interrupted and she left
5 feeling completely dissociated and stunned. Soon after, Defendant STEVE BEARMAN proceeded to
6 introduce the idea of doing Ecstasy together. She was confused and initially said no because she was
7 not into drugs. He told her he recommended it for her healing. The next time they got together for an
8 experiment he provided her with Ecstasy. While they were waiting for it to kick in, he explained that it
9 would be best if they took off their clothes and got naked before the Ecstasy kicked in. When the
10 Ecstasy fully kicked in, she got scared. She had huge, enormous waves of fear come up. She cried and
11 cried and cried. She was unable to consent to intercourse. However, eventually he did have sex with
12 her. Subsequently and continuing to September 2017, she was continually and repeatedly subjected to
13 sexual comments and invitations by STEVE BEARMAN. She was unable to bring this lawsuit before
14 September 2017 because she was unduly influenced by him in his position of power at
15 INTERCHANGE, and in fear of being ostracized by the INTERCHANGE community he controlled.
16 During her entire time at INTERCHANGE she was subjected to gossip about Defendant STEVE
17 BEARMAN and other volunteer leaders’ sexual activity with other students and volunteers, and forced
18 to witness him and volunteer leaders act in sexually provocative and harassing ways to women
19 attending and working at INTERCHANGE, which was offensive to her and caused her additional
20 emotional disturbance and distress.

21 JANE ZOE 2

22 48. Jane Zoe 2 was a student at INTERCHANGE from October 24, 2015 - June 12, 2016.
23 She was a student at the Deep Dating Workshop run under the auspices of INTERCHANGE on March
24 12, 2016. Plaintiff is informed and believes that Defendant STEVE BEARMAN had reviewed her
25 counseling notes and determined that she would be an easy target. About halfway through her first year
26 of INTERCHANGE, she went to the Deep Dating workshop. At the end of the workshop, Defendant
27 STEVE BEARMAN invited her and her partner to a party at his house that night. They went to the
28 party. When they got there, they found a sauna behind a shower in a bathroom. No one was there, and

1 they sat down inside. A couple minutes later Defendant STEVE BEARMAN and 3 or 4 other people
2 (all naked) entered the sauna. All the naked people encouraged Jane Zoe 3 and her partner to take their
3 clothes off. Since it was a bit strange to be in there with their clothes on, they stood up and took them
4 off. Before she could sit, Defendant STEVE BEARMAN grabbed her arm and pulled her onto his lap.
5 He groped her all over her body, nuzzled his head into her neck, and started moaning. She totally froze.
6 She was nervous and shaking. Everyone in the sauna got quiet. After a few minutes, her partner broke
7 the silence and asked for it to end. She moved off of Defendant STEVE BEARMAN's lap. Soon after
8 they left. In August 2016, she went to a party with a few friends. The party was being held at Defendant
9 STEVE BEARMAN's home in Alameda County. The moment she arrived, Defendant STEVE
10 BEARMAN's attention was all over her. She felt totally overwhelmed by the intensity of the attention
11 she was receiving from her powerful teacher. It was clear what he wanted, and he invited her to the
12 sauna with him. She hesitated, not sure what to do, but allowed him to lead her there. She agreed to his
13 plan because she held him in high regards as a teacher, an employer and a counselor. As soon as they
14 were there he was all over her. She managed to say, "I don't want to do this." He didn't say anything
15 in response. Soon after, he tried to insert his penis into her, unprotected. She squirmed and asked him
16 what he was doing. He replied with a spiel about the uselessness of condoms. He rattled on with a lot of
17 "information." She said, "I'm not even sure I like you. I certainly don't like you like that" He
18 responded, "I love you." He then entered her without condom. She was still and frozen until he
19 finished. During her entire time at INTERCHANGE she was subjected to gossip about Defendant
20 STEVE BEARMAN and other volunteer leaders' sexual activity with other students and volunteers,
21 and forced to witness him and volunteer leaders act in sexually provocative and harassing ways to
22 women attending and working at INTERCHANGE, which was offensive to her and caused her
23 additional emotional disturbance and distress.

24 JANE ZOE 3

25 49. Jane Zoe 3 was a student at INTERCHANGE from 2015-2016. She was chosen for the
26 Leadership team as an unpaid volunteer in July 2016. She attended the Advanced Loving Retreat in
27 2016, receiving a discount as a work trade. She served on the Leadership Team from October 2016-
28 June 2017. Plaintiff is informed and believes that Defendant STEVE BEARMAN had reviewed her

1 counseling notes and determined that she would be an easy target. During the Advanced Loving
2 Retreat, she became confused and disoriented because she asked to speak to Defendant STEVE
3 BEARMAN as a student, who was experiencing shame for being attracted to their teacher. He
4 responded with what seemed like an invitation to explore a physical relationship. He embraced her and
5 wrapped his arms around her. She told him that she was uncomfortable with his touching. She found
6 herself constantly needing to say no to respect her boundaries. She went to the hot tub one night and
7 Defendant STEVE BEARMAN was naked and pulled her onto him. She did not consent to this and it
8 made her uncomfortable. At the INTERCHANGE Leadership Retreat in October 2016, she told
9 Defendant STEVE BEARMAN she was uncomfortable with what happened at the Advanced Loving
10 Retreat and that she had expected him to say "No." He responded by telling her that his experience was
11 that she had wanted everything that happened, and that it is a part of internalized sexism for men to
12 always have to set boundaries. She felt she clearly told him that she did not want his physical touching.
13 He told her that she could always call on him to help in any capacity with sexual expression. As a
14 member of the Leadership Team, part of her payment in kind was a free counseling session with
15 Defendant STEVE BEARMAN. In February 2017, she went to Defendant STEVE BEARMAN's house
16 at his invitation for the counseling session. He took her to his room. He told her that's where he does
17 counseling sessions with people on the team, and who he knows well. She asked to work on the trauma
18 that she was experiencing from being a cancer survivor. He did a re-parenting session where he held
19 her on top of him and had his hands on her bare skin across her stomach. The session resulted in her
20 crying for an hour. After the session ended, she felt disoriented. Defendant continued to hold her on top
21 of him while holding her across her stomach with his hands and began to move his body sexually by
22 gyrating his hips against her. She left after 5 minutes, as soon as he loosened his hands holding her
23 down. She did not feel comfortable with what was happening, and left. The first time Defendant
24 STEVE BEARMAN had intercourse with her was after Leader Day at his house. She never gave him
25 consent to have intercourse. After getting undressed, Defendant STEVE BEARMAN entered her
26 without a condom. She describes this experience as him having "slipped right in". She tried to stop him,
27 questioning what he was doing, and complained that he did not have condom. To this, he responded, "I
28 trust you," and continued. She felt unable to stop him. She was deeply disturbed as to what had

1 happened. She could not shake the feeling that the decision to not use a condom and lack of consent
2 before entering her was wrong. She approached him after Leader Day to let him know that she didn't
3 feel comfortable with the intercourse without consent and no condom use. In March 2017 Defendant
4 STEVE BEARMAN suggested that they take a drug, 2CB, together. He told her that he had done this
5 many times with many people, that he has done extensive research on it, and that he wanted to share the
6 experience with her as a healing experience. She agreed but cancelled several times as she was still
7 experiencing some uncertainty about what had happened earlier. She was also going through a difficult
8 time after receiving news from her doctors that her cancer could require aggressive treatment. She
9 offered alternative plans that did not involve taking 2CB when cancelling. Defendant STEVE
10 BEARMAN told her that he did not feel good about being cancelled on and required that she provide
11 an alternative plan so that they could keep to the activity that they had originally intended to do. She
12 became frantic and provided a date to do 2CB after work before a Leader Day. She agreed to his plan
13 because she held him in high regards as a teacher, an employer and a counselor. At that time Defendant
14 STEVE BEARMAN gave her 60mgs of 2CB. Later, she learned that the typical dose for 2CB is 12-15
15 mgs. Before they took the 2CB, he explicitly asked her not to tell any students. He also told her that if
16 she decided to tell people the real impact would fall on her. Before they took the 2CB, she asked if the
17 dosage was safe. He continued to say that "true magic happens at this dosage. I've done it with many
18 people who have really powerful experiences." After taking it, she became very anxious because the
19 visuals were incredibly intense. Then her body started shaking. She could not control her movements
20 and was unable to give consent to sexual activity. However, Defendant STEVE BEARMAN started
21 having sex with her without asking for consent as the 2CB was hitting her body. She could barely talk.
22 She started making hand motions and saying "Whoa. Whoa." She asked for water and to sit up but
23 Defendant STEVE BEARMAN said, "You seem ok, I'm going to keep going." Then, she fell into an
24 unconscious dream state where she could not move for 6 hours. During her entire time at
25 INTERCHANGE she was subjected to gossip about Defendant STEVE BEARMAN and other
26 volunteer leaders' sexual activity with other students and volunteers, and forced to witness him and
27 volunteer leaders act in sexually provocative and harassing ways to women attending and working at
28 INTERCHANGE, including to her, which was offensive to her and caused her additional emotional

1 disturbance and distress.

2 JANE ZOE 4

3 50. Jane Zoe 4 was a student at INTERCHANGE from October 24, 2015 to June 12, 2016.
4 From October 7, 2016 to June 11, 2017 she was on the Leadership Team. Plaintiff is informed and
5 believes that Defendant STEVE BEARMAN had reviewed her counseling notes and determined that
6 she would be an easy target. Defendant STEVE BEARMAN, offered a free counseling session. In the
7 session they worked on the trauma she was carrying from being raped in 2011. In January 2017,
8 Defendant STEVE BEARMAN invited her to his birthday party, which happened on January 27, 2017
9 at his house in Alameda County, which was also where INTERCHANGE had leadership training.
10 Defendant STEVE BEARMAN gave a talk on "consent" before the party started. During the go around
11 at the party Defendant STEVE BEARMAN asked everyone to take the drug 2CB. Everyone took the
12 2CB Defendant STEVE BEARMAN provided. She agreed to his plan because she held him in high
13 regards as a teacher, an employer and a counselor. Shortly after taking a 60 mg dose of the drug, she
14 became very high. Everything she looked at was alive and moving: the ceiling, the paintings, plants,
15 bookshelves, light fixtures. Nothing at all was solid. After a bit, she blacked out and lost track of what
16 was happening. Then suddenly she realized a person was on top of her and looked up and saw it was
17 Defendant STEVE BEARMAN. It took a moment to realize who he was though, because when she
18 looked at him, he looked like he had 40 heads fanning out from his center head like peacock feathers,
19 all moving perfectly synchronistically. When he talked, all 40 of his pairs of lips moved, etc. It took
20 more time to realize that Defendant STEVE BEARMAN was being intimate with her. She was
21 completely confused, but was so completely out of her mind at that moment that it was incredibly
22 difficult to track the experience and what was happening to her. She didn't feel like it would be
23 possible to stand or even sit up. After some time (She has no idea how long), Defendant STEVE
24 BEARMAN said something to her like: "I don't know if you're able to form words, but I have a strange
25 question for you. It's strange because we're already kind of having sex, but do you want to have sex
26 with me?" She was completely confused and disoriented. Soon after this he was having sex with her,
27 and she was still barely able to grasp anything that was happening. She was unable to move. She was
28 not in a state to know what was happening or consent to it. The next morning, Defendant STEVE

1 BEARMAN said something to the effect "I'm so proud of us, even though we were so high I was able
2 to ask you for consent and you were able to form the words to consent," which was untrue. Months
3 passed, and in May 2017 Defendant STEVE BEARMAN asked her to use the free counseling session
4 with him that all leaders get as in-kind payment in exchange for their service at Interchange. The first
5 red flag was that he wanted to do the session in his bedroom. During the session, Defendant STEVE
6 BEARMAN counseled her through a lot of intense, traumatic emotions and she cried hysterically. As
7 soon as the counseling session ended, Defendant STEVE BEARMAN suggested the idea they could
8 have sex. She was in an altered/disassociated state. Defendant STEVE BEARMAN saw this, in fact had
9 created it. Defendant STEVE BEARMAN was being her counselor, he knew about her trauma. Yet, he
10 decided to have intercourse with her in that state, knowing very well she was in no condition to be able
11 to give informed consent to what is happening to her. During her entire time at INTERCHANGE she
12 was subjected to gossip about Defendant STEVE BEARMAN and other volunteer leaders' sexual
13 activity with other students and volunteers, and forced to witness him and volunteer leaders act in
14 sexually provocative and harassing ways to women attending and working at INTERCHANGE,
15 including to her, which was offensive to her and caused her additional emotional disturbance and
16 distress.

17 JANE ZOE 5

18 51. Jane Zoe 5 originally met Defendant STEVE BEARMAN as a student; but then worked
19 for INTERCHANGE COUNSELING INSTITUTE as a contractor through December 2016. She
20 maintained a relationship with Defendant STEVE BEARMAN through early 2016 as well. During
21 2012, she attended a party with Defendant STEVE BEARMAN. The purpose was for people to
22 explore their sexuality. Defendant STEVE BEARMAN provided the drug 2CB. The experience was
23 traumatic for Zoe 5. She passed out unconscious – then remembers being woken up by Defendant
24 STEVE BEARMAN having sex with her. She asked how long it had been happening, "10 minutes," he
25 said. She then passed out, and does not know what happened after that. She was immediately
26 concerned that this may have constituted rape, as she had been unable to consent. She went to
27 Defendant Brockman's house and shared this. Brockman expressed concern and said she would talk to
28 Defendant STEVE BEARMAN. But Defendant Brockman talked to her partner, who was a volunteer

1 leader at INTERCHANGE, and good friend of Defendant STEVE BEARMAN, and he convinced
2 Brockman that there was nothing to be upset about. Defendant Brockman then dismissed JANE ZOE 5
3 and said to stop talking about it. She attributed JANE ZOE 5's concerns to her own trauma and issues,
4 which she needed to work on instead of blaming Defendant STEVE BEARMAN. She confronted
5 Defendant STEVE BEARMAN, and he denied raping her and told her to stop calling it rape.
6 Throughout her relationship with him, she was not allowed to say he raped her, or he would become
7 incredibly upset. She was only allowed to refer to the event as a time "when you had sex with me
8 without my permission." Defendant STEVE BEARMAN repeatedly harassed and retaliated against
9 JANE ZOE 5 for insisting he had raped her over the years. Any time she challenged him around his
10 sexuality, he would verbally threaten her, gaslight and manipulate her into believing her problem with
11 his sexuality was a result of her own upbringing and her parents' divorce. Based on his opinion as
12 expressed to her in an attempt to manipulate her, she spent years of her life "counseling" on the impacts
13 of her parents' divorce so she would not be "triggered" by Defendant STEVE BEARMAN's behavior.
14 One of the ways he used to manipulate and gaslight JANE ZOE 5 was to accuse her of having "an
15 anger problem", and say she needed to fix it. He even went as far as saying she had an anger problem in
16 front of a whole group of people from INTERCHANGE, including coworkers and students, who then
17 were convinced she was the problem, not him. For these reasons, JANE ZOE 5 was rendered unable to
18 bring a lawsuit against him until after she broke away from him completely in 2017. During her entire
19 time at INTERCHANGE she was subjected to gossip about Defendant STEVE BEARMAN and other
20 volunteer leaders' sexual activity with other students and volunteers, and forced to witness him and
21 volunteer leaders act in sexually provocative and harassing ways to women attending and working at
22 INTERCHANGE, which was offensive to her and caused her additional emotional disturbance and
23 distress. She was also a member of the Leadership Team and was forced to counsel many of the women
24 Defendant Barman was pursuing in that role which was highly disturbing to her.

25 JANE ZOE 6

26 52. Jane Zoe 6 was a student at INTERCHANGE in 2016-2017. Plaintiff is informed and
27 believes that Defendant STEVE BEARMAN had reviewed her counseling notes and determined that
28 she would be an easy target. Defendant STEVE BEARMAN flirted with her during the school year

1 but she was not receptive. She was unsure whether to sign up for the 2017 Advanced Loving retreat
2 because she had been fearful to engage with him. She asked him for a brief meeting after the end of the
3 school year, to discuss this issue and he set it up for his house. He took her to his bedroom and
4 indicated how excited he was that she had contacted him. She expressed her feelings of pressure to
5 perform affection throughout the activities in the school year because of her personal issues and felt
6 that this contributed to her fear of engaging with him. By the end of the session, Defendant STEVE
7 BEARMAN asked her to express herself despite stating that she had not come there to do anything
8 beyond talking. She felt pressured to initiate affection with him which led to sexual intercourse. On a
9 separate occasion, during the summer of 2017, Defendant STEVE BEARMAN invited her to his
10 home to experience sex while under the influence of drugs. When she arrived, he suggested that she
11 inject 60 mg of 2CB anally. 60 mg of 2CB was four times more than the most usual dose of 12-15 mg.
12 Furthermore, this method of taking the drug anally causes it to have the impact of twice the dose, and
13 can potentially cause extremely dangerous reactions. This was the first time she had taken 2CB in her
14 life. She questioned Defendant STEVE BEARMAN about it and he reassured her that she would be
15 fine. She agreed to his plan because she held him in high regards as a teacher, an employer and a
16 counselor. Once the drug took effect, she was unable to move or speak, but recalls feeling that this was
17 the reason that she always avoided alcohol and drugs, because she felt vulnerable to being sexually
18 assaulted. Defendant STEVE BEARMAN had intercourse with her while she was in that
19 condition. During her entire time at INTERCHANGE she was subjected to gossip about Defendant
20 STEVE BEARMAN and other volunteer leaders' sexual activity with other students and volunteers,
21 and forced to witness him and volunteer leaders act in sexually provocative and harassing ways to
22 women attending and working at INTERCHANGE, including to her, which was offensive to her and
23 caused her additional emotional disturbance and distress.

24 53. JANE ZOE 8 was a student at INTERCHANGE from 2014-2016 and on the Leadership
25 Team from 2016-2017. During the past 2 years, she was subjected to unconsented to, offensive sexual
26 touching by both Defendant STEVE BEARMAN and by a member of the Leadership team who was
27 under Defendant STEVE BEARMAN's supervision and control.

28 54. JANE ZOES 2 and 6, within the past two years, became students at INTERCHANGE

1 COUNSELING INSTITUTE, LLC. During the time they attended courses, JANE ZOES 2 and 6 were
2 subjected to offensive sexual touching by Defendant STEVE BEARMAN as set forth herein.
3 Additionally, they were frequently subjected to gossip about Defendant STEVE BEARMAN and other
4 Leadership Team members' sexual activity with other students and volunteers, and forced to witness
5 them act in sexually provocative and harassing ways to women attending and working at
6 INTERCHANGE, which was offensive to them and caused them emotional disturbance and distress.

7 55. JOHN ROE 4, within the past two years, became a student at INTERCHANGE
8 COUNSELING INSTITUTE, LLC. During the time he attended courses he was frequently subjected to
9 gossip about Defendant STEVE BEARMAN and other Leadership Team members' sexual activity with
10 other students and volunteers, and forced to witness them act in sexually provocative and harassing
11 ways to women attending and working at INTERCHANGE, which was offensive to him and caused
12 them emotional disturbance and distress.

13 56. JANE ZOES 1, 3, 4, 5 and 8 were, within the last year, employed by Defendants. All of
14 them were also students at INTERCHANGE. During the time they were employed by Defendants, and
15 when they were students, JANE ZOES 1, 3, 4, 5 and 8 were subjected to offensive sexual touching by
16 Defendant STEVE BEARMAN as set forth herein. Additionally, throughout the terms of their
17 employment, they were frequently subjected to gossip about Defendant STEVE BEARMAN and other
18 Leadership Team members' sexual activity with other students and volunteers, and forced to witness
19 them act in sexually provocative and harassing ways to women attending and working at
20 INTERCHANGE, which was offensive to them and caused them emotional disturbance and distress.

21 57. JANE ZOE 7 was, within the last year, employed by Defendants and has been a student
22 at INTERCHANGE and INTERCHANGE affiliated retreats and training sessions. During the time she
23 was a student and also when she was employed by Defendants, JANE ZOE 7 was frequently subjected
24 to gossip about Defendant STEVE BEARMAN and other Leadership Team members' sexual activity
25 with other students and volunteers, and forced to witness them act in sexually provocative and
26 harassing ways to women attending and working at INTERCHANGE, which was offensive to her and
27 caused her emotional disturbance and distress.

28 58. JANE ZOES 9-13 and JOHN ROES 1-3 and 5 were, within the last year, employed by

1 Defendants, and have been students at INTERCHANGE and INTERCHANGE affiliated retreats and
2 training sessions. During the time she was employed by Defendants, JANE ZOES 9-13 and JOHN
3 ROES 1-3 and 5 was frequently subjected to gossip about Defendant STEVE BEARMAN and other
4 Leadership Team members' sexual activity with other students and volunteers, and forced to witness
5 them act in sexually provocative and harassing ways to women attending and working at
6 INTERCHANGE, which was offensive to her and caused her emotional disturbance and distress.

7 **FIRST CAUSE OF ACTION**

8 **SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE § 1708.5**

9 (Plaintiffs Jane ZOE Nos. 1 through 6 Against Defendants STEVE BEARMAN, INTERCHANGE
10 COUNSELING INSTITUTE, LLC, and DOES 1 through 10)

11 59. Plaintiffs Jane ZOE Nos. 1 through 6 incorporate by reference as though fully set forth
12 herein, each and every allegation set forth above in this Complaint. As a first separate and distinct
13 claim for relief, Plaintiffs Jane ZOE Nos. 1 through 6 complain against Defendants STEVE
14 BEARMAN, INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 100 as
15 follows:

16 60. California Civil Code §1708.5 provides as follows:

17 (a) A person commits a sexual battery who does any of the following:

- 18 (1) Acts with the intent to cause a harmful or offensive contact with an
19 intimate part of another, and a sexually offensive contact with that person
20 directly or indirectly results.
21 (2) Acts with the intent to cause a harmful or offensive contact with another
22 by use of his or her intimate part, and a sexually offensive contact with
23 that person directly or indirectly results.
24 (3) Acts to cause an imminent apprehension of the conduct described in
25 paragraph (1) or (2), and a sexually offensive contact with that person
26 directly or indirectly results.

27 (b) A person who commits a sexual battery upon another is liable to that person for
28 damages, including, but not limited to, general damages, special damages, and
punitive damages.

1 (c) The court in an action pursuant to this section may award equitable relief,
2 including, but not limited to, an injunction, costs, and any other relief the court
3 deems proper.

4 (d) For the purposes of this section "intimate part" means the sexual organ, anus,
5 groin, or buttocks of any person, or the breast of a female.

6 (e) The rights and remedies provided in this section are in addition to any other rights
7 and remedies provided by law.

8 (f) For purposes of this section "offensive contact" means contact that offends a
9 reasonable sense of personal dignity.

10 61. Plaintiffs allege that Defendant STEVE BEARMAN committed the act of civil sexual
11 battery in violation of California Civil Code §1708.5 when Defendant STEVE BEARMAN, willfully,
12 maliciously, intentionally and without the consent of Plaintiffs subjected to forceful, harmful and/or
13 offensive touching of Plaintiffs' breasts, buttocks and vagina, including viciously raping Plaintiff by
14 way of vaginal penetration with his unprotected penis, potentially exposing them to unknown sexually
15 transmitted diseases, against her will, without her consent, and in spite of her implied and/or express
16 objection.

17 62. Plaintiffs contend that a question of fact exists as to whether the statute of limitations for
18 this cause of action must be tolled.

19 63. Specifically, Plaintiffs contend that the statute of limitations for this cause of action must
20 be tolled pursuant to Cal. Code of Civil Procedure § 351 for at least an additional six (6) months
21 because of Defendants STEVE BEARMAN, and DOES 1-10's absence from the State of California.
22 Cal Civil Code § 351 provides: "If, when the cause of action accrues against a person, he is out of the
23 State, the action may be commenced within the term herein limited, after his return to the State, and if,
24 after the cause of action accrues, he departs from the State, the time of his absence is not part of the
25 time limited for the commencement of the action."

26 64. Further, Plaintiffs contend that that statute of limitations for this cause of action must be
27 tolled because Plaintiffs were incapacitated for period at a time due to severe emotional distress as a
28 result of Defendant STEVE BEARMAN, and DOES 1 to 10's actions, and as a result were incapable of
transacting business or understanding the nature and effect of their actions, and as a result are entitled

1 to equitable tolling of their claims as well as tolling under California Code of Civil Procedure section
2 352.

3 65. Further, Defendants placed Plaintiffs under emotional duress and coercion in an attempt
4 to prevent them from filing suit or otherwise complaining of their unlawful acts. Plaintiffs contend that
5 Defendants used undue influence and coercion to prevent them from coming forward. Under California
6 law, undue influence is grounds for tolling based on estoppel. "It is well settled that where delay in
7 commencing an action is induced by the conduct of the Defendant, he cannot avail himself of the
8 defense of the statute [of limitations]. [Citations.]" (*Gaglione v. Coolidge* (1955) 134 Cal.App.2d 518,
9 527, 286 P.2d 568; see also *Rupley v. Huntsman* (1958) 159 Cal.App.2d 307, 313, 324 P.2d 19;
10 *Langdon v. Langdon* (1941) 47 Cal.App.2d 28, 32, 117 P.2d 371; *Industrial Indem. Co v. Ind. Acc.*
11 *Corn.* (1953) 115 Cal.App.2d 684, 689, 252 P.2d 649; *Carruth v. Fritch* (1950) 36 Cal.2d 426, 434,
12 224 P.2d 702)

13 66. Plaintiffs are informed and believe and otherwise allege that Defendants
14 INTERCHANGE COUNSELING INSTITUTE, LLC, a California Limited Partnership, and DOES 1-
15 10 are strictly liable for Defendants' actions under the principles of respondeat superior, as alleged
16 herein and otherwise had advance knowledge that Defendants STEVE BEARMAN would engage in
17 this despicable conduct and by their actions and inactions ratified, authorized and condoned this
18 unlawful behavior.

19 67. As a direct and proximate result of Defendant STEVE BEARMAN's unlawful conduct,
20 Plaintiffs Jane ZOE Nos. 1 through 6 have suffered severe emotional distress, humiliation,
21 embarrassment, mental and emotional distress and anxiety, all in an amount according to proof at trial.

22 68. As a direct and proximate result of Defendant STEVE BEARMAN's unlawful conduct,
23 Plaintiffs Jane ZOE Nos. 1 through 6 have suffered non-economic and economic harm and other
24 consequential damages all in an amount according to proof at trial.

25 69. The acts of Defendant STEVE BEARMAN, as alleged herein were willful, wanton, and
26 malicious and were intended to oppress and cause injury to Plaintiffs Jane ZOE Nos. 1 through 6, and
27 were ratified by the remaining Defendants. In light of the willful, wanton, malicious and intentional
28 conduct engaged in by Defendant STEVE BEARMAN, Plaintiffs Jane ZOE Nos. 1 through 6 are

1 entitled to an award of punitive damages.

2 WHEREFORE, Plaintiffs Jane ZOE Nos. 1 through 6 prays for judgment against Defendants as
3 set forth below:

4 **SECOND CAUSE OF ACTION**

5 **CIVIL ACTION FOR GENDER VIOLENCE IN VIOLATION OF**

6 **CALIFORNIA CIVIL CODE §52.4**

7 (Plaintiffs Jane ZOE Nos. 1 through 6 Against Defendants STEVE BEARMAN, INTERCHANGE
8 COUNSELING INSTITUTE, LLC, and DOES 1 through 100)

9 70. Plaintiffs incorporate by reference as though fully set forth herein, each and every
10 allegation set forth above in this Complaint. As a second separate and distinct claim for relief, Plaintiffs
11 Jane ZOE Nos. 1 through 6 complain against Defendants STEVE BEARMAN, Interchange Counseling
12 Institute, LLC, and DOES 1 through 10 as follows:

13 71. California Civil Code Section 52.4 provides:

- 14 (a) Any person who has been subjected to gender violence may bring a civil action for
15 damages against any responsible party. The Plaintiff may seek actual damages,
16 compensatory damages, punitive damages, injunctive relief, any combination of those,
17 or any other appropriate relief. A prevailing Plaintiff may also be awarded attorney's
18 fees and costs.
- 19 (b) An action brought pursuant to this section shall be commenced within three years of the
20 act, or if the victim was a minor when the act occurred, within eight years after the date
21 the Plaintiff attains the age of majority or within three years after the date the Plaintiff
22 discovers or reasonably should have discovered the psychological injury or illness
23 occurring after the age of majority that was caused by the act, whichever date occurs
24 later.
- 25 (c) For purposes of this section, "gender violence," is a form of sex discrimination and
26 means any of the following:
- 27 (1) One or more acts that would constitute a criminal offense under state law that has
28 as an element the use, attempted use, or threatened use of physical force against
the person or property of another, committed at least in part based on the gender
of the victim, whether or not those acts have resulted in criminal complaints,
charges, prosecution, or conviction.
- (2) A physical intrusion or physical invasion of a sexual nature under coercive
conditions, whether or not those acts have resulted in criminal complaints,
charges, prosecution, or conviction.

1
2 (d) Notwithstanding any other laws that may establish the liability of an employer for the
3 acts of an employee, this section ZOE's not establish any civil liability of a person
4 because of his or her status as an employer, unless the employer personally committed
5 an act of gender violence.

6 72. Plaintiffs allege that Defendants STEVE BEARMAN, INTERCHANGE
7 COUNSELING INSTITUTE, LLC, and DOES 1 through 10 violated California Civil Code Section
8 52.4 in that one or more acts inflicted on Plaintiffs constitutes a criminal offense under state law that
9 has as an element the use, attempted use, or threatened use of physical force against the person or
10 property of another, committed at least in part based on the gender of the victim, whether or not those
11 acts have resulted in criminal complaints, charges, prosecution, or conviction.

12 73. Plaintiffs allege that Defendants STEVE BEARMAN, INTERCHANGE
13 COUNSELING INSTITUTE, LLC, and DOES 1 through 10 violated California Civil Code Section
14 52.4 in that they engaged in a physical intrusion or physical invasion of a sexual nature under coercive
15 conditions, even if those acts have not yet resulted in criminal complaints, charges, prosecution, or
16 conviction.

17 74. Plaintiffs allege that Defendants STEVE BEARMAN, INTERCHANGE
18 COUNSELING INSTITUTE, LLC, and DOES 1 through 10 violated California Civil Code Section
19 52.4 in that one or more acts inflicted on Plaintiffs constitutes a criminal offense under state law that
20 has as an element the use, attempted use, or threatened use of physical force against the person or
21 property of another, committed at least in part based on the gender of the victim, whether or not those
22 acts have resulted in criminal complaints, charges, prosecution, or conviction.

23 75. Plaintiffs contend that a question of fact exists as to whether the statute of limitations for
24 this cause of action must be tolled.

25 76. Specifically, Plaintiffs contend that the statute of limitations for this cause of action must
26 be tolled pursuant to Cal. Code of Civil Procedure § 351 for at least an additional six (6) months
27 because of Defendants Steve Bearman, and DOES 1-10's absence from the State of California. Cal
28 Civil Code § 351 provides: "If, when the cause of action accrues against a person, he is out of the State,
the action may be commenced within the term herein limited, after his return to the State, and if, after

1 the cause of action accrues, he departs from the State, the time of his absence is not part of the time
2 limited for the commencement of the action."

3 77. Further, Plaintiffs contend that that statute of limitations for this cause of action must be
4 tolled because Plaintiffs were incapacitated for period at a time due to severe emotional distress as a
5 result of Defendant STEVE BEARMAN, and DOES 1 to 10's actions, and as a result were incapable of
6 transacting business or understanding the nature and effect of their actions, and as a result are entitled
7 to equitable tolling of their claims as well as tolling under California Code of Civil Procedure section
8 352.

9 78. Further, Defendants placed Plaintiffs under emotional duress and coercion in an attempt
10 to prevent them from filing suit or otherwise complaining of their unlawful acts. Plaintiffs contend that
11 Defendants used undue influence and coercion to prevent them from coming forward. Under California
12 law, undue influence is grounds for tolling based on estoppel. "It is well settled that where delay in
13 commencing an action is induced by the conduct of the Defendant, he cannot avail himself of the
14 defense of the statute [of limitations]. [Citations.]" (*Gaglione v. Coolidge* (1955) 134 Cal.App.2d 518,
15 527, 286 P.2d 568; see also *Rupley v. Huntsman* (1958) 159 Cal.App.2d 307, 313, 324 P.2d 19;
16 *Langdon v. Langdon* (1941) 47 Cal.App.2d 28, 32, 117 P.2d 371; *Industrial Indem. Co v. Ind. Acc.*
17 *Corn.* (1953) 115 Cal.App.2d 684, 689, 252 P.2d 649; *Carruth v. Fritch* (1950) 36 Cal.2d 426, 434,
18 224 P.2d 702)

19 79. Plaintiffs Jane ZOE Nos. 1 through 6 are informed and believe and otherwise alleges
20 that each of the other Defendants are strictly liable for Defendant STEVE BEARMAN's actions under
21 the principles of respondeat superior, as alleged herein and otherwise had advance knowledge that
22 Defendant STEVE BEARMAN would engage in this despicable conduct and by their actions and
23 inactions ratified, authorized and condoned this unlawful behavior.

24 80. As direct and proximate result of Defendant STEVE BEARMAN violation of California
25 Civil Code Section 52.4, Plaintiffs Jane ZOE Nos. 1 through 6 suffered severe emotional distress, post
26 traumatic stress disorder, humiliation, embarrassment, mental and emotional distress and anxiety, all in
27 an amount according to proof at trial.

1 each of the other Defendants are strictly liable for Defendant STEVE BEARMAN's actions under the
2 principles of respondeat superior, as alleged herein and otherwise had advance knowledge that
3 Defendant STEVE BEARMAN would engage in this despicable conduct and by their actions and
4 inactions ratified, authorized and condoned this unlawful behavior.

5 89. Plaintiffs Jane ZOE Nos. 1 through 6 contend that a question of fact exists as to whether
6 the statute of limitations for this cause of action must be tolled.

7 90. Specifically, Plaintiffs Jane ZOE Nos. 1 through 6 contends that the statute of
8 limitations for this cause of action must be tolled pursuant to Cal. Code of Civil Procedure § 351 for at
9 least an additional six (6) months because of Defendant STEVE BEARMAN and DOES 1-10's absence
10 from the State of California. Cal Civil Code § 351 provides: "If, when the cause of action accrues
11 against a person, he is out of the State, the action may be commenced within the term herein limited,
12 after his return to the State, and if, after the cause of action accrues, he departs from the State, the time
13 of his absence is not part of the time limited for the commencement of the action."

14 91. Further, Plaintiffs Jane ZOE 1 through 6 contends that that statute of limitations for this
15 cause of action must be tolled because Plaintiffs Jane ZOE Nos. 1 through 6 were incapacitated for
16 period at a time due to severe emotional distress as a result of Defendants STEVE BEARMAN,
17 INTERCHANGE COUNSELING INSTITUTE, LLC, a California Limited Partnership, and DOES 1
18 through 10's actions, and as a result was incapable of transacting business or understanding the nature
19 and effect of her actions, and as a result is entitled to equitable tolling of their claims as well at tolling
20 under California Code of Civil Procedure section 352.

21 92. Further, Defendants STEVE BEARMAN, INTERCHANGE COUNSELING
22 INSTITUTE, LLC, a California Limited Partnership, and DOES 1 through 10 placed Plaintiffs Jane
23 ZOE Nos. 1 through 6 under emotional duress in an attempt to prevent them from filing suit or
24 otherwise complaining of their unlawful acts. Plaintiffs Jane ZOE Nos. 1 through 6 contend that
25 Defendants STEVE BEARMAN, INTERCHANGE COUNSELING INSTITUTE, LLC, a California
26 Limited Partnership, and DOES 1 through 10 made threatening comments or otherwise engaged in
27 implicitly threatening actions in an attempt to prevent them from coming forward. Under California
28 law, threats and undue influence are both grounds for tolling based on estoppel. "It is well settled that

1 where delay in commencing an action is induced by the conduct of the Defendant, he cannot avail
2 himself of the defense of the statute [of limitations]. [Citations.]" (*Gaglione v. Coolidge* (1955) 134
3 Cal.App.2d 518, 527, 286 P.2d 568; see also *Rupley v. Huntsman* (1958) 159 Cal.App.2d 307, 313, 324
4 P.2d 19; *Langdon v. Langdon* (1941) 47 Cal.App.2d 28, 32, 117 P.2d 371; *Industrial Indem. Co v. Ind.*
5 *Acc. Corn.* (1953) 115 Cal.App.2d 684, 689, 252 P.2d 649; *Carruth v. Fritch* (1950) 36 Cal.2d 426,
6 434, 224 P.2d 702.) pursuant to California Code of Civil Procedure § 352 due to Plaintiffs Jane ZOE
7 Nos. 1 through 6's mental incapacity.

8 93. Plaintiffs Jane ZOE Nos. 1 through 6 suffered severe emotional distress as a legal result
9 of the confinement by Defendants of which Plaintiffs Jane ZOE Nos. 1 through 6 complain.
10 Specifically, Plaintiffs Jane ZOE Nos. 1 through 6 suffered post traumatic stress disorder, mental
11 distress, indignity, great humiliation, emotional distress manifesting in physical symptoms, humiliation,
12 embarrassment, anger, disappointment and worry, all of which is substantial and enduring.

13 94. Defendants' actions have caused and continue to cause Plaintiffs Jane DOE Nos. 1
14 through 7 substantial losses in earnings, significant professional injury and other economic harm as
15 well as medical expenses, future earnings and benefits, cost of suit, humiliation, embarrassment and
16 anguish, all to his damage in an amount according to proof.

17 95. At all material times, Defendants, and each of them, knew that Plaintiffs Jane ZOE Nos.
18 1 through 6 depended on their income for their livelihood. At all material times, Defendants were in a
19 position of power over Plaintiffs Jane ZOE Nos. 1 through 6 -- physically and financially -- with the
20 potential to abuse that power.

21 96. Plaintiffs Jane ZOE Nos. 1 through 6 were in a vulnerable position because of the
22 relative lack of power, and because they had placed their trust in Defendants, and because they
23 depended on Defendants for their self-esteem and sense of belonging. Defendants were aware of
24 Plaintiffs Jane ZOE Nos. 1 through 6's vulnerability and the reasons for it.

25 97. Notwithstanding such knowledge, Defendants, and each of them, acted oppressively,
26 fraudulently, and maliciously, in willful and conscious disregard of Plaintiffs Jane ZOE Nos. 1 through
27 6's rights, and with the intention of causing or in reckless disregard of the probability of causing injury
28 and emotional distress to Plaintiffs Jane ZOE Nos. 1 through 6. Further, Defendants were informed of

1 the oppressive, fraudulent and malicious conduct of their employees, agents and subordinates, and
2 ratified, approved, and authorized that conduct. The acts of Defendants, as alleged herein, were willful,
3 wanton, and malicious and were intended to oppress and cause injury to Plaintiffs Jane ZOE Nos. 1
4 through 6. In light of the willful, wanton, malicious and intentional conduct engaged in by Defendants,
5 Plaintiffs Jane ZOE Nos. 1 through 6 are entitled to an award of punitive damages.

6 WHEREFORE, Plaintiffs Jane ZOE Nos. 1 through 6 pray for judgment against Defendants as
7 set forth below.

8 **FOURTH CAUSE OF ACTION**

9 **SEXUAL HARASSMENT IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT**

10 (Plaintiff ZOES 1, 3, 4, 5, 7- 13 Against Defendants STEVE BEARMAN, MARGO BROCKMAN,
11 INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 100)

12 98. Plaintiffs incorporate by reference as though fully set forth herein, each and every
13 allegation set forth above in this Complaint.

14 99. Continuing through the calendar year 2017, Defendant STEVE BEARMAN, along with
15 Leadership team members supervised by Defendants, while acting in the course and scope of their
16 employment with INTERCHANGE COUNSELING INSTITUTE, LLC and DOES 1 through 100,
17 sexually harassed, and discriminated against Plaintiffs as alleged herein. The harassment was
18 sufficiently pervasive and severe as to alter the conditions of Plaintiffs' employment and to create a
19 hostile, intimidating, and/or abusive work environment. Defendants' acts of sexual harassment
20 included, without limitation, the following:

21 a. Defendants Bearman's unwelcome sexual comments towards Plaintiffs ZOES 1
22 through 13, which at all times was initiated by Defendants and was unwelcome, uninvited, non-
23 consensual in nature and was against Plaintiffs' will.

24 b. Creating and allowing a sexually hostile environment to exist for Plaintiffs
25 including unwelcome sexual advances and verbal sexual harassment by Defendant BEARMAN as well
26 as exposing the employees, unpaid volunteers, contractors and interns of INTERCHANGE to the
27 inappropriate sexual behavior of certain Leadership Teammates supervised by Defendants, including
28

1 but not limited to Defendant STEVE BEARMAN, toward others and constant discussions of such
2 inappropriate sexual behavior.

3 c. All conduct described in the General Allegations portion of this Complaint.

4 100. The sexual harassment against Plaintiffs by Defendants was condoned, permitted and
5 encouraged by MARGO BROCKMAN, INTERCHANGE COUNSELING INSTITUTE, LLC and
6 DOES 1 through 100, and each of them, in a manner which was grossly negligent, reckless, willful,
7 malicious and deliberately indifferent to the Plaintiffs personal rights to a discrimination free work
8 environment and safety in the work-place. INTERCHANGE COUNSELING INSTITUTE, LLC and
9 DOES 1 through 100 failed to prevent sexual harassment from occurring in the work-place.

10 101. The acts and conduct of Defendants, and each of them, as aforesaid, was in violation of
11 California Government Code Section 12940 et seq. Said statutes impose certain duties upon
12 Defendants, and each of them, concerning discrimination and harassment against persons, such as the
13 Plaintiffs, on the basis of gender. Said statutes were intended to prevent the type of injury and damage
14 set forth herein. Plaintiffs were, at all times herein mentioned, a member of the class of persons
15 intended to be protected by said statutes. At all times herein mentioned, Plaintiffs were persons of the
16 female sex and therefore entitled to the protection of California Government Code Section 12940 et
17 seq.

18 102. As a direct and legal result of Defendants' wilful, wanton, intentional, malicious and/or
19 reckless conduct and the policies alleged herein, Plaintiffs suffered severe and extreme mental and
20 emotional distress, including but not limited to anguish, humiliation, embarrassment, loss of
21 confidence, fright, depression and anxiety, the exact nature and extent of which are not now known to
22 her. Plaintiffs do not at this time know the exact duration or permanence of said injuries, but is
23 informed and believes, and thereon alleges, that some of the injuries are reasonably certain to be
24 permanent in character. By the aforesaid acts and omissions of defendants, and each of them, Plaintiffs
25 has been directly and legally caused to suffer damages as alleged herein.

26 103. Plaintiffs are informed and believe and thereon allege that the Defendants, and each of
27 them, by the acts of its managing agents, officers and/or directors in the aforementioned acts and/or
28 ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct, and

1 acted with willful and conscious disregard of the rights, welfare and safety of Plaintiffs, thereby
2 justifying the award of punitive and exemplary damages, against Defendants in an amount to be
3 determined at trial.

4 104. As a result of Defendants' discriminatory acts as alleged herein, Plaintiffs are entitled to
5 reasonable attorney's fees and costs of said suit as provided by Cal. Govt. Code Section 12965(b).

6 105. WHEREFORE, Plaintiffs pray for judgment against Defendants as set forth below.

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF THE RALPH ACT [CALIFORNIA CIVIL CODE § 51.7]**

9 (Plaintiffs Jane ZOE Nos. 1 through 6 Against Defendants STEVE BEARMAN, MARGO
10 BROCKMAN, INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 10)

11 106. Plaintiffs Jane ZOE Nos. 1 through 6, individually, incorporates by reference as though
12 fully set forth herein, each and every allegation set forth above in this Complaint. As a separate and
13 distinct cause of action, Plaintiffs Jane ZOE Nos. 1 through 6 complain against Defendants STEVE
14 BEARMAN, INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 10 as
15 follows:

16 107. Civil Code section 51.5, the Ralph Act, provides that persons have the right to be free
17 from violence or threat of violence, committed against their persons or property due to, among other
18 things, their gender.

19 108. As alleged herein, Defendant STEVE BEARMAN made sexual advances on Plaintiff
20 Jane ZOES No. 1 through 7. These advances were physical and verbal in nature, at times involving
21 touching the person of Plaintiffs Jane ZOE Nos. 1 through 6 and/or making inappropriate sexual
22 comments, and eventually culminating in a violent sexual assault (rape). Defendant STEVE
23 BEARMAN used his undue influence and in some cases mind altering drugs to take advantage of
24 Plaintiffs Jane ZOES No.1 through 6 as alleged, and sexually assaulted (raped) them.

25 109. Plaintiff Jane ZOE No. 1 through 6's gender was the reason for Defendant STEVE
26 BEARMAN's unwanted physical contact and ultimate sexual assaults.

27 110. Plaintiffs Jane ZOE No. 1 through 6 are informed and believed and thereon allege that
28 the aforementioned conduct of Defendants, and each of them, denied, aided, or incited in a denial of,

1 discriminated or made a distinction that denied Plaintiffs Jane ZOE Nos. 1 through 6 full and equal
2 advantages, privileges, and services to Plaintiffs Jane ZOE Nos. 1 through 6, based solely upon
3 Plaintiffs Jane ZOE 1 through 6's refusal to submit to sexual advances and their objections to the
4 physical assault that was inflicted upon them, and therefore constituted a violation of the Ralph Act

5 111. Plaintiffs Jane ZOE No. 1 through 6 contend that a question of fact exists as to whether
6 the statute of limitations for this cause of action must be tolled.

7 112. Specifically, Plaintiff Jane ZOE No. 1 through 6 contends that the statute of limitations
8 for this cause of action must be tolled pursuant to Cal. Code of Civil Procedure § 351 for at least an
9 additional six (6) months because of Defendants STEVE BEARMAN, AND INTERCHANGE
10 COUNSELING INSTITUTE, LLC, and DOES 1 through 10's absence from the State of California. Cal
11 Civil Code § 351 provides: "If, when the cause of action accrues against a person, he is out of the State,
12 the action may be commenced within the term herein limited, after his return to the State, and if, after
13 the cause of action accrues, he departs from the State, the time of his absence is not part of the time
14 limited for the commencement of the action."

15 113. Further, Plaintiffs Jane ZOE No. 1 through 6 contend that that statute of limitations for
16 this cause of action must be tolled because Jane ZOE No. 1 through 6 were incapacitated for period at
17 a time due to severe emotional distress as a result of Against Defendants STEVE BEARMAN,
18 INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 10's actions, and as a result
19 was incapable of transacting business or understanding the nature and effect of her actions, and as a
20 result is entitled to equitable tolling of their claims as well at tolling under California Code of Civil
21 Procedure section 352.

22 114. Further, Defendants placed Plaintiffs under emotional duress in an attempt to prevent
23 their from filing suit or otherwise complaining of their unlawful acts. Plaintiffs contend that Defendant
24 STEVE BEARMAN used undue influence are in an attempt to prevent them from coming forward.
25 Under California law, threats and undue influence are both grounds for tolling based on estoppel. "It is
26 well settled that where delay in commencing an action is induced by the conduct of the Defendant, he
27 cannot avail himself of the defense of the statute [of limitations]. [Citations.]" (Gaglione v. Coolidge
28 (1955) 134 Cal.App.2d 518, 527, 286 P.2d 568; see also Rupley v. Huntsman (1958) 159 Cal.App.2d

1 307, 313, 324 P.2d 19; Langdon v. Langdon (1941) 47 Cal.App.2d 28, 32, 117 P.2d 371; Industrial
2 Indem. Co v. Ind. Acc. Corn. (1953) 115 Cal.App.2d 684, 689, 252 P.2d 649; Carruth v. Fritch (1950)
3 36 Cal.2d 426, 434, 224 P.2d 702) pursuant to California Code of Civil Procedure § 352 due to
4 Plaintiff's mental incapacity.

5 115. Plaintiffs Jane ZOE No. 1 through 6 are informed and believe and otherwise allege that
6 Defendants INTERCHANGE COUNSELING INSTITUTE, LLC, a California Limited Liability
7 Company, and DOES 1-10 are strictly liable for Defendants' actions under the principles of respondeat
8 superior, as alleged herein and otherwise had advance knowledge that Defendant STEVE BEARMAN
9 would engage in this despicable conduct and by their actions and inactions ratified, authorized and
10 condoned this unlawful behavior.

11 116. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiffs
12 have suffered harm, including but not limited to, lost earnings and other employment benefits, loss of
13 future employment benefits, including insurance and pension, all in an amount to be proven at trial but
14 exceeding the minimum jurisdictional limits of this court.

15 117. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiffs
16 has suffered harm, including but not limited to, severe emotional distress, humiliation, embarrassment,
17 mental anguish, and physical harm, all in an amount to be proven at trial but exceeding the minimum
18 jurisdictional limits of this court.

19 118. Plaintiff Jane ZOE No. 1 through 6 are further informed and believe, and based thereon
20 allege, that Defendants, and each of them, acted and continue to act, with full knowledge of the
21 consequences and damage being caused to Plaintiffs Jane ZOE No. 1 through 6, by Defendants' actions,
22 and Defendants' actions were, and are, willful, oppressive, and malicious. Accordingly, Plaintiffs Jane
23 ZOE No. 1 through 6 are entitled to punitive damages against Defendants, and each of them, in a sum
24 according to proof at trial.

25 119. Plaintiffs Jane ZOE No. 1 through 6 have incurred, and will continue to incur, attorneys'
26 fees in the prosecution of this action and therefore demand such reasonable attorneys' fees and costs as
27 set by the court.

28 WHEREFORE, Plaintiffs pray for relief as set forth herein.

1 125. Plaintiffs Jane ZOE Nos. 1 through 6 were counseled, advised, and/or coerced into not
2 reporting the actions of Defendant STEVE BEARMAN by the Defendants, or Defendants utilized
3 undue influence on Plaintiffs to ensure no report was made, in violation of Civil Code Section 52.1.

4 126. Plaintiffs Jane ZOE Nos. 1 through 6 contend that a question of fact exists as to whether
5 the statute of limitations for this cause of action must be tolled.

6 127. Specifically, Plaintiffs Jane ZOE Nos. 1 through 6 contend that the statute of limitations
7 for this cause of action must be tolled pursuant to Cal. Code of Civil Procedure § 351 for an additional
8 six (6) months because of Defendants STEVE BEARMAN and DOES 1-10's absence from the State of
9 California. Cal Civil Code § 351 provides: "If, when the cause of action accrues against a person, he is
10 out of the State, the action may be commenced within the term herein limited, after his return to the
11 State, and if, after the cause of action accrues, he departs from the State, the time of his absence is not
12 part of the time limited for the commencement of the action."

13 128. Further, Plaintiffs Jane ZOE Nos. 1 through 6 contend that that statute of limitations for
14 this cause of action must be tolled because Plaintiffs were incapacitated for period at a time due to
15 severe emotional distress as a result of Defendant STEVE BEARMAN and DOES 1 through 10's
16 actions, and as a result was incapable of transacting business or understanding the nature and effect of
17 their actions, and as a result is entitled to equitable tolling of her claim as well at tolling under
18 California Code of Civil Procedure section 352.

19 129. Further, Defendants placed Plaintiffs under emotional duress in an attempt to prevent
20 her from filing suit or otherwise complaining of their unlawful acts. Plaintiffs contend that Defendant
21 STEVE BEARMAN used undue influence are in an attempt to prevent them from coming forward.
22 Under California law, threats and undue influence are both grounds for tolling based on estoppel. "It is
23 well settled that where delay in commencing an action is induced by the conduct of the Defendant, he
24 cannot avail himself of the defense of the statute [of limitations]. [Citations.]" (Gaglione v. Coolidge
25 (1955) 134 Cal.App.2d 518, 527, 286 P.2d 568; see also Rupley v. Huntsman (1958) 159 Cal.App.2d
26 307, 313, 324 P.2d 19; Langdon v. Langdon (1941) 47 Cal.App.2d 28, 32, 117 P.2d 371; Industrial
27 Indem. Co v. Ind. Acc. Corn. (1953) 115 Cal.App.2d 684, 689, 252 P.2d 649; Carruth v. Fritch (1950)
28 36 Cal.2d 426, 434, 224 P.2d 702) pursuant to California Code of Civil Procedure § 352 due to

1 Plaintiff's mental incapacity.

2 130. Plaintiffs Jane ZOE No. 1 through 6 are informed and believe and otherwise allege that
3 Defendants INTERCHANGE COUNSELING INSTITUTE, LLC, a California Limited Liability
4 Company, and DOES 1-10 are strictly liable for Defendants' actions under the principles of respondeat
5 superior, as alleged herein and otherwise had advance knowledge that Defendant STEVE BEARMAN
6 would engage in this despicable conduct and by their actions and inactions ratified, authorized and
7 condoned this unlawful behavior.

8 131. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiffs
9 have suffered harm, including but not limited to, lost earnings and other employment benefits, loss of
10 future employment benefits, including insurance and pension, all in an amount to be proven at trial but
11 exceeding the minimum jurisdictional limits of this court.

12 132. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiffs
13 has suffered harm, including but not limited to, severe emotional distress, humiliation, embarrassment,
14 mental anguish, and physical harm, all in an amount to be proven at trial but exceeding the minimum
15 jurisdictional limits of this court.

16 133. Plaintiffs Jane ZOE No. 1 through 6 are further informed and believe, and based thereon
17 allege, that Defendants, and each of them, acted and continue to act, with full knowledge of the
18 consequences and damage being caused to Plaintiffs Jane ZOE No. 1 through 6, by Defendants' actions,
19 and Defendants' actions were, and are, willful, oppressive, and malicious. Accordingly, Plaintiffs Jane
20 ZOE No. 1 through 6 are entitled to punitive damages against Defendants, and each of them, in a sum
21 according to proof at trial.

22 134. Plaintiff is entitled to an award of attorney's fees and a statutory civil penalty in the sum
23 of \$25,000 against Defendants.

24 135. Plaintiffs Jane ZOE No. 1 through 6 have incurred, and will continue to incur, attorneys'
25 fees in the prosecution of this action and therefore demand such reasonable attorneys' fees and costs as
26 set by the court.

27 WHEREFORE, Plaintiffs pray for relief as set forth herein.

28 ///

1 SEVENTH CAUSE OF ACTION

2 SEXUAL HARASSMENT IN VIOLATION OF CALIFORNIA CIVIL CODE SECTION 51.9

3 (Plaintiffs Jane ZOES No. 1 through 13 against all Defendants)

4 136. Plaintiffs Jane ZOE No. 1 through 13, individually, incorporates by reference as though
5 fully set forth herein, each and every allegation set forth above in this Complaint.

6 137. California Civil Code section 51.9 states:

7 (a) A person is liable in a cause of action for sexual harassment under this section when the
8 plaintiff proves all of the following elements:

- 9 (1) There is a business, service, or professional relationship between the plaintiff and
10 defendant. Such a relationship may exist between a plaintiff and a person.
- 11 (2) The defendant has made sexual advances, solicitations, sexual requests, demands
12 for sexual compliance by the plaintiff, or engaged in other verbal, visual, or
13 physical conduct of a sexual nature or of a hostile nature based on gender, that
14 were unwelcome and pervasive or severe.
- 15 (3) There is an inability by the plaintiff to easily terminate the relationships.
- 16 (4) The plaintiff has suffered or will suffer economic loss or disadvantage or
17 personal injury, including, but not limited to, emotional distress or the violation
18 of a statutory or constitutional right, as a result of the conduct described in
19 paragraph (2).

20 138. Defendants were in a business, service, or professional relationship with Plaintiffs
21 where there was an inability Plaintiffs to easily terminate the relationship due to their contractual
22 obligations to INTERCHANGE COUNSELING INSTITUTE, LLC and years of misrepresentations,
23 undue influence, coercion, abuse and control by Defendants over them.

24 139. As described above, Defendant Bearman and other employees, contractors or Leadership
25 Team-members under Defendants' supervision, made sexual advances, solicitations, sexual requests,
26 and demands for sexual compliance by Plaintiffs and engaged in other verbal, visual, and physical
27 conduct of a sexual and hostile nature based on gender that were unwelcome by Plaintiffs and pervasive
28 and severe.

1 140. Defendants ratified the unlawful conduct as described herein by allowing Defendant
2 STEVE BEARMAN, Leadership Team-members under Defendants' supervision, and other employees,
3 contractors and unpaid volunteers who engaged in such actions to continue working at
4 INTERCHANGE COUNSELING INSTITUTE, LLC despite being aware that Defendant STEVE
5 BEARMAN, Leadership Team-members under Defendants' supervision, and other employees,
6 contractors and unpaid volunteers who engaged in such actions were abusing and exploiting Plaintiffs
7 Jane ZOES Nos. 1 through 6 and Jane ZOES No. 8, that they had a history of substance abuse
8 problems, that they had a history of abusing and harassing women, and that they were verbally and
9 emotionally abusive to the Plaintiffs and by failing to report Defendant STEVE BEARMAN,
10 Leadership Team-members under Defendants' supervision, and other employees, contractors and
11 unpaid volunteers who engaged in such actions' unlawful conduct at any point to any authorities within
12 or outside of INTERCHANGE COUNSELING INSTITUTE, LLC.

13 141. Defendant STEVE BEARMAN, Leadership Team-members under Defendants'
14 supervision, and other employees, contractors and unpaid volunteers who engaged in such actions used
15 INTERCHANGE COUNSELING INSTITUTE, LLC as a vehicle for their continued harassment and
16 abuse of students, employees, contractors and unpaid volunteers, including Plaintiffs. Defendants
17 consciously took no action against Defendant STEVE BEARMAN and other employees, contractors
18 and unpaid volunteers who engaged in such actions and instead, acted to conceal their conduct from
19 those at INTERCHANGE COUNSELING INSTITUTE, LLC as well as the public.

20 142. As a direct and proximate result of the tortious, unlawful and wrongful acts and conduct
21 of the Defendants, and each of them, and of their respective agents, servants, employees, and
22 authorized representatives as aforesaid, Plaintiffs have suffered past and future special damages and
23 past and future general damages in an amount according to proof at trial. Plaintiffs have been damaged
24 physically, emotionally, and financially, including but not limited to suffering from pain, anxiety,
25 depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career
26 benefits.

27 143. In engaging in the conduct as hereinabove alleged, Defendants acted with malice, fraud,
28 and oppression and/or in conscious disregard of Plaintiff's health, rights, and well-being and intended to

1 subject Plaintiff to unjust hardship, thereby warranting an assessment of punitive damages in an amount
2 sufficient to punish Defendants and deter others from engaging in similar conduct.

3 144. Plaintiff is entitled to an award of attorney's fees and a statutory civil penalty in the sum
4 of \$25,000 against Defendants.

5 WHEREFORE, Plaintiffs pray for relief as set forth herein.

6 **EIGHTH CAUSE OF ACTION**

7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

8 (Jane ZOES Nos. 1 through, 6 and Jane ZOE No. 8 Against Defendants STEVE BEARMAN,
9 INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 10)

10 145. Plaintiffs Jane ZOES Nos. 1 through, 6 and Jane ZOE No. 8, individually, incorporates
11 by reference as though fully set forth herein, each and every allegation set forth above in this
12 Complaint.

13 146. This is an action for damages pursuant to the common law of the State of California as
14 mandated by the California Supreme Court in the decision of *Rojo v. Kliger* (1990) 52 Cal. 3d 65.

15 147. Defendants and other persons under their supervision and control engaged in the
16 extreme and outrageous conduct herein above alleged with wanton and reckless disregard of the
17 probability of causing Plaintiffs to suffer severe emotional distress.

18 148. Plaintiffs contend that a question of fact exists as to whether the statute of limitations for
19 this cause of action must be tolled.

20 149. Specifically, Plaintiffs contend that the statute of limitations for this cause of action must
21 be tolled pursuant to Cal. Code of Civil Procedure § 351 for an additional six (6) months because of
22 Defendants STEVE BEARMAN, and DOES 10's absence from the State of California. Cal Civil Code
23 § 351 provides: "If, when the cause of action accrues against a person, he is out of the State, the action
24 may be commenced within the term herein limited, after his return to the State, and if, after the cause of
25 action accrues, he departs from the State, the time of his absence is not part of the time limited for the
26 commencement of the action."

27 150. Further, Plaintiffs contend that that statute of limitations for this cause of action must be
28 tolled because Plaintiffs were incapacitated for period at a time due to severe emotional distress as a

1 result of Defendant STEVE BEARMAN and DOES 1 to 10's actions, and as a result was incapable of
2 transacting business or understanding the nature and effect of their actions, and as a result are entitled
3 to equitable tolling of her claim as well as tolling under California Code of Civil Procedure section 352.

4 151. Further, Defendants placed Plaintiffs under emotional duress in an attempt to prevent
5 them from filing suit or otherwise complaining of their unlawful acts. Plaintiffs contend that Defendant
6 STEVE BEARMAN made threatening comments or otherwise engages in implicitly threatening actions
7 in an attempt to prevent them from coming forward. Under California law, threats and undue influence
8 are both grounds for tolling based on estoppel. "It is well settled that where delay in commencing an
9 action is induced by the conduct of the Defendant, he cannot avail himself of the defense of the statute
10 [of limitations]. [Citations.]" (*Gaglione v. Coolidge* (1955) 134 Cal.App.2d 518, 527, 286 P.2d 568; see
11 also *Rupley v. Huntsman* (1958) 159 Cal.App.2d 307, 313, 324 P.2d 19; *Langdon v. Langdon* (1941) 47
12 Cal.App.2d 28, 32, 117 P.2d 371; *Industrial Indem. Co. v. Ind. Acc. Corn.* (1953) 115 Cal.App.2d 684,
13 689, 252 P.2d 649; *Carruth v. Fritch* (1950) 36 Cal.2d 426, 434, 224 P.2d 702) pursuant to California
14 Code of Civil Procedure § 352 due to Plaintiffs Jane ZOE No. 1 through 6's mental incapacity.

15 152. Plaintiffs are informed and believe and otherwise allege that INTERCHANGE
16 COUNSELING INSTITUTE, LLC, a California Limited Liability Company, and DOES 1-10 are
17 strictly liable for Defendants' actions under the principles of respondeat superior, as alleged herein and
18 otherwise had advance knowledge that Defendant STEVE BEARMAN and other agents and employees
19 would engage in this despicable conduct and by their actions and inactions ratified, authorized and
20 condoned this unlawful behavior.

21 153. As a proximate result of the wrongful actions of Defendants, and each of them, Plaintiffs
22 has suffered harm, including but not limited to, severe emotional distress, humiliation, embarrassment,
23 mental anguish, and physical harm, all in an amount to be proven at trial but exceeding the minimum
24 jurisdictional limits of this court.

25 154. Plaintiffs are further informed and believe, and based thereon allege, that Defendants,
26 and each of them, acted and continue to act, with full knowledge of the consequences and damage
27 being caused to Plaintiffs, by Defendants' actions, and Defendants' actions were, and are, willful,
28 oppressive, and malicious. Accordingly, Plaintiffs are entitled to punitive damages against Defendants,

1 and each of them, in a sum according to proof at trial.

2 155. Plaintiffs have incurred, and will continue to incur, attorneys' fees in the prosecution of
3 this action and therefore demand such reasonable attorneys' fees and costs as set by the court.

4 WHEREFORE, Plaintiffs pray for relief as set forth herein.

5 **NINTH CAUSE OF ACTION**

6 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

7 (All Plaintiffs Against Defendants STEVE BEARMAN, MARGO BROCKMAN,
8 INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 100)

9 156. Plaintiffs, individually, incorporates by reference as though fully set forth herein, each
10 and every allegation set forth above in this Complaint. As a separate and distinct cause of action,
11 Plaintiffs complain against Defendants as follows:

12 157. Defendants owed Plaintiffs a duty of care not to cause their emotional distress.

13 158. Defendants breached this duty of care by way of their own conduct as alleged herein.

14 159. Defendants' conduct which has been ongoing to the present and continuing in the present
15 has caused Plaintiffs emotional distress.

16 160. Plaintiffs contend that a question of fact exists as to whether the statute of limitations for
17 this cause of action must be tolled.

18 161. Specifically, Plaintiffs contend that the statute of limitations for this cause of action must
19 be tolled pursuant to Cal. Code of Civil Procedure § 351 for an at least an additional six (6) months
20 because of Defendants STEVE BEARMAN, MARGO BROCKMAN and DOES 1-100's absence from
21 the State of California. Cal Civil Code § 351 provides: "If, when the cause of action accrues against a
22 person, he is out of the State, the action may be commenced within the term herein limited, after his
23 return to the State, and if, after the cause of action accrues, he departs from the State, the time of his
24 absence is not part of the time limited for the commencement of the action."

25 162. Further, Plaintiffs contend that that statute of limitations for this cause of action must be
26 tolled because Plaintiffs were incapacitated for period at a time due to severe emotional distress as a
27 result of Defendants' actions, and as a result was incapable of transacting business or understanding the
28 nature and effect of their actions, and as a result are entitled to equitable tolling of their claim as well at

1 tolling under California Code of Civil Procedure section 352.

2 163. Further, Defendants placed Plaintiffs under emotional duress in an attempt to prevent
3 them from filing suit or otherwise complaining of their unlawful acts. Plaintiffs contend that Defendant
4 STEVE BEARMAN AND MARGO BROCKMAN used undue influence and coercion, and/or made
5 threatening comments or otherwise engaged in implicitly threatening actions in an attempt to prevent
6 them from coming forward. Under California law, threats and undue influence are both grounds for
7 tolling based on estoppel. "It is well settled that where delay in commencing an action is induced by the
8 conduct of the Defendant, he cannot avail himself of the defense of the statute [of limitations].
9 [Citations.]" (*Gaglione v. Coolidge* (1955) 134 Cal.App.2d 518, 527, 286 P.2d 568; see also *Rupley v.*
10 *Huntsman* (1958) 159 Cal.App.2d 307, 313, 324 P.2d 19; *Langdon v. Langdon* (1941) 47 Cal.App.2d
11 28, 32, 117 P.2d 371; *Industrial Indem. Co. v. Ind. Acc. Corn.* (1953) 115 Cal.App.2d 684, 689, 252
12 P.2d 649; *Carruth v. Fritch* (1950) 36 Cal.2d 426, 434, 224 P.2d 702) pursuant to California Code of
13 Civil Procedure § 352 due to Plaintiffs Jane ZOE No. 1 through 6 mental incapacity.

14 164. Plaintiffs are informed and believe and otherwise allege that Defendants Margo
15 Brockman, INTERCHANGE COUNSELING INSTITUTE, LLC, a California Limited Liability
16 Company, and DOES 1-100 are strictly liable for Defendants' actions under the principles of respondeat
17 superior, as alleged herein and otherwise had advance knowledge that Defendant STEVE BEARMAN
18 would engage in this despicable conduct and by their actions and inactions ratified, authorized and
19 condoned this unlawful behavior.

20 165. As a proximate result of Defendants' extreme and outrageous acts, Plaintiffs have
21 suffered emotional distress, humiliation and embarrassment.

22 166. Defendants' conduct has caused and continues to cause Plaintiffs substantial losses in
23 earnings, significant reputation and professional injury, medical expenses, future earnings and benefits,
24 costs of suit, emotional distress, embarrassment and anguish, all to their damage in an amount
25 according to proof.

26 WHEREFORE, Plaintiffs pray for relief as set forth herein.

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1 TENTH CAUSE OF ACTION

2 NEGLIGENCE

3 (All Plaintiffs Against All Defendants)

4 167. Plaintiffs, individually, incorporates by reference as though fully set forth herein, each
5 and every allegation set forth above in this Complaint. As a fifteenth, separate and distinct cause of
6 action, Plaintiffs complain against Defendants as follows:

7 168. Defendants and DOES 1-100 inclusive, owed a duty of care not to cause harm to
8 Plaintiffs.

9 169. Defendants and DOES 1-100 inclusive, in their individual capacities and official
10 capacities, committed the negligent actions and/or negligent failures to act, as set forth herein above
11 and those acts proximately caused the emotional, physical and financial injuries visited upon Plaintiffs.

12 170. Plaintiffs contend that a question of fact exists as to whether the statute of limitations for
13 this cause of action must be tolled.

14 171. Specifically, Plaintiffs contend that the statute of limitations for this cause of action must
15 be tolled pursuant to Cal. Code of Civil Procedure § 351 for at least an additional six (6) months
16 because of Defendants STEVE BEARMAN, MARGO BROCKMAN and DOES 1-100's absence from
17 the State of California. Cal Civil Code § 351 provides: "If, when the cause of action accrues against a
18 person, he is out of the State, the action may be commenced within the term herein limited, after his
19 return to the State, and if, after the cause of action accrues, he departs from the State, the time of his
20 absence is not part of the time limited for the commencement of the action."

21 172. Further, Defendants placed Plaintiffs under emotional duress in an attempt to prevent
22 them from filing suit or otherwise complaining of their unlawful acts. Plaintiffs contend that
23 Defendants STEVE BEARMAN and MARGO BROCKMAN used undue influence and coercion and
24 made threatening comments or otherwise engaged in implicitly threatening actions in an attempt to
25 prevent her from coming forward. Under California law, threats and undue influence are both grounds
26 for tolling based on estoppel. "It is well settled that where delay in commencing an action is induced by
27 the conduct of the Defendant, he cannot avail himself of the defense of the statute [of limitations].
28 [Citations.]" (*Gaglione v. Coolidge* (1955) 134 Cal.App.2d 518, 527, 286 P.2d 568; see also *Rupley v.*

1 *Huntsman* (1958) 159 Cal.App.2d 307, 313, 324 P.2d 19; *Langdon v. Langdon* (1941) 47 Cal.App.2d
2 28, 32, 117 P.2d 371; *Industrial Indem. Co. v. Ind. Acc. Corn.* (1953) 115 Cal.App.2d 684, 689, 252
3 P.2d 649; *Carruth v. Fritch* (1950) 36 Cal.2d 426, 434, 224 P.2d 702)

4 173. Plaintiffs are informed and believe and otherwise allege that Defendants Margo
5 Brockman, INTERCHANGE COUNSELING INSTITUTE, LLC, a California Limited Liability
6 Company, and DOES 60-100 are strictly liable for Defendants' actions under the principles of
7 respondeat superior, as alleged herein and otherwise had advance knowledge that Defendant STEVE
8 BEARMAN would engage in the conduct described hereinabove and by their actions and inactions
9 ratified, authorized and condoned this unlawful behavior.

10 174. Plaintiffs bring this action and claim for damages from said Defendants for negligent
11 actions and failures to act, and the resulting injuries and damages.

12 175. As a proximate result of Defendants' extreme and outrageous acts, Plaintiffs have
13 suffered emotional distress, humiliation and embarrassment.

14 176. Defendants' conduct has caused and continues to cause Plaintiffs substantial losses in
15 earnings, significant reputation and professional injury, medical expenses, future earnings and benefits,
16 costs of suit, embarrassment and anguish, all to her damage in an amount according to proof.

17 WHEREFORE, Plaintiffs pray for relief as set forth herein.

18 **ELEVENTH CAUSE OF ACTION**

19 **MISCLASSIFICATION OF EMPLOYEES IN VIOLATION OF LABOR CODE § 510**

20 (Plaintiffs JANE ZOE No. 5 and JANE ZOE 7 Against All Defendants and
21 DOES 1-100, inclusive)

22 177. By this reference, Plaintiffs JANE ZOE No. 5 and JANE ZOE 7 hereby incorporates
23 each and every paragraph set forth above as though fully set forth at this place.

24 178. Defendants herein willfully and intentionally misclassified Plaintiffs' job title so as to
25 avoid paying Plaintiff overtime in violation of California Labor Code §510.

26 179. Within the past three years, INTERCHANGE COUNSELING INSTITUTE, LLC,
27 STEVE BEARMAN, MARGO BROCKMAN and DOES 1-100 hired Plaintiffs to assist with
28 admissions, marketing, and administrative duties for INTERCHANGE COUNSELING INSTITUTE,

1 LLC. Wherein, it was agreed that in exchange for Plaintiffs' work, they would be paid as independent
2 contractors on a W9 basis. However, Plaintiffs' responsibilities and duties did not meet the required
3 tests to classify Plaintiffs as independent contractors. Specifically:

- 4 • Plaintiffs did not engage in an occupation or business distinct from that of the principal;
- 5 • The work was a part of the regular business of the principal or alleged employer;
- 6 • The principal supplied the instrumentalities, tools, and the place for the person doing the
7 work;
- 8 • Plaintiffs made no investment in the equipment or materials required by their tasks and
9 employed no helpers;
- 10 • The services rendered required no special skill;
- 11 • In the locality, the work is usually done under the direction of the principal;
- 12 • Plaintiffs had no opportunity for profit or loss depending on their managerial skill;
- 13 • The services were for no set period of time;
- 14 • The working relationship had a strong degree of permanence;
- 15 • Payment was made by time and not by the job.

16 At no time did Defendants rectify this misclassification or provide Plaintiff with appropriate
17 compensation.

18 180. Defendants misclassified Plaintiffs so that they would not have to pay payroll taxes, the
19 minimum wage or overtime, comply with other wage and hour law requirements such as providing
20 meal periods and rest breaks, or reimburse their workers for business expenses incurred in performing
21 their jobs. Additionally, they did not have to cover independent contractors under workers'
22 compensation insurance, and were not liable for payments under unemployment insurance, disability
23 insurance, or social security.

24 181. Labor Code § 510 and the "Hours & Days of Work" Section of the Wage Orders entitles
25 non-exempt employees to one and one-half times their hourly pay for any and all hours worked in
26 excess of eight hours in any work day, for the first eight hours worked on the seventh consecutive day
27
28

1 of work in a work week, and for any work in excess of forty hours in any one work week. Employees
2 are entitled to the times their hourly pay for any and all hours worked in excess of 12 hours in any work
3 day and in excess of 8 hours on the 7th consecutive work day.

4 182. Plaintiff regularly worked in excess of eight hours per day and/or forty hours per week
5 without overtime compensation.

6 183. By failing to pay overtime compensation to Plaintiff, Defendants violated and continue
7 to violate Labor Code §§ 204, 510 and 1194 and Wage Orders 5-2001, 15-2001.

8 184. As a result of Defendants' unlawful acts, Plaintiff has been deprived of overtime
9 compensation in an amount to be determined at trial, and is entitled to recovery of such amounts, plus
10 interest thereon, attorneys' fees and costs, under Labor Code § 1194.

11 185. As an additional result of Defendants' unlawful acts, Plaintiffs were damaged by
12 overpaying for their Social Security and Medicare contributions and other costs which were required to
13 be borne by Defendants.

14 WHEREFORE, Plaintiffs request relief as hereinafter provided.

15 **TWELFTH CAUSE OF ACTION**

16 **NEGLIGENT HIRING, TRAINING, SUPERVISION, AND DISCIPLINE**

17 (All Plaintiffs Against Defendant INTERCHANGE COUNSELING INSTITUTE, LLC,
18 STEVE BEARMAN, MARGO BROCKMAN and DOES 1-100)

19 186. Plaintiffs, individually, incorporates by reference as though fully set forth herein, each
20 and every allegation set forth above in this Complaint.

21 187. Defendants and each of them had a mandatory duty of care to properly hire, train, retain,
22 supervise and discipline its employees so as to avoid unreasonable harm to citizens, including
23 Leadership Team-members, students, employees, contractors and unpaid volunteers. With deliberate
24 indifference Defendants failed to take necessary, proper, or adequate measures in order to prevent the
25 violation of Plaintiffs' rights and injury to Plaintiffs. The hiring and subsequent retention of Defendant
26 STEVE BEARMAN and other persons under Defendants' supervision and control despite their well-
27 known and reported pattern of discrimination, abuse and harassment was negligent.

28 188. Plaintiffs are informed, and believe, and on that basis allege, that the Defendants were

1 put on notice, and should have known that Defendant STEVE BEARMAN and other persons under
2 Defendants' supervision and control, had previously engaged in dangerous and inappropriate conduct,
3 and that it was, or should have been foreseeable that they were engaging, or would engage in improper
4 sexual activities with and/or sexual harassment of Plaintiff, and others, under the cloak of the authority,
5 confidence, and trust, bestowed upon them through Defendants.

6 189. Defendants breached a duty of care to Plaintiffs by failing to adequately train Defendant
7 STEVE BEARMAN and other persons under their supervision and control to treat other employees,
8 interns, students, contractors, and Leadership Team-members to perform their duties in a manner that is
9 not sexually discriminatory and/or harassing and/or violent. This lack of adequate training, and/or
10 policies and procedures demonstrates a failure to make reasonable attempts and to prevent sexually
11 discriminatory behavior toward employees, interns, students, and Leadership Team-members.
12 Defendants breached a duty of care to law-abiding citizens and failed to adequately supervise
13 Defendant STEVE BEARMAN and other persons under Defendants' supervision and control despite
14 their well-known and reported pattern of discrimination, abuse and harassment.

15 190. Defendants breached a duty of care to Plaintiffs by failing to adequately train and
16 supervise Defendant STEVE BEARMAN and other persons under Defendants' supervision and control
17 to ensure that they treat students, employees, interns, contractors and Leadership Team-members to
18 perform their duties in a manner that is not sexually discriminatory and/or harassing and/or violent.
19 This lack of adequate supervision, and/or policies and procedures demonstrates a failure to make
20 reasonable attempts and to prevent sexually discriminatory or harassing behavior toward Plaintiffs.

21 191. This lack of adequate hiring, retention, training and supervision supervisory training,
22 and/or policies and procedures allowed Defendants, its agents, contractors, employees and unpaid
23 volunteers to act in ways that caused harm to Plaintiffs.

24 192. Defendant INTERCHANGE COUNSELING INSTITUTE, LLC committed the
25 negligent actions and/or negligent failures to act, as set forth herein above and those acts proximately
26 cause the emotional, physical and financial injuries visited upon Plaintiffs.

27 WHEREFORE, Plaintiffs prays for relief as set forth herein.

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1 THIRTEENTH CAUSE OF ACTION

2 FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT IN
3 VIOLATION OF G.C. §129409(k)

4 (Jane ZOE Nos. 1 through 5, Jane ZOE Nos. 7 through 13, and John ROES Nos. 1 through 5
5 Against Defendants STEVE BEARMAN, MARGO BROCKMAN, and INTERCHANGE
6 COUNSELING INSTITUTE, LLC and DOES 1 through 100)

7 193. Plaintiffs Jane ZOE Nos. 1 through 5, Jane ZOE Nos. 7 through 13, and John ROES
8 Nos. 1 through 5, individually, incorporate by reference as though fully set forth herein, each and every
9 allegation set forth above in this Complaint.

10 194. In violation of Government Code §12940 (k), Defendants failed to take all or any
11 reasonable steps necessary to prevent discrimination and harassment from occurring including:

12 a. With respect to sex harassment, Defendants either had no policy or had a policy that was
13 ineffective;

14 b. With respect to the handling of complaints of discrimination, harassment and retaliation,
15 Defendants had in place either no procedures or ineffective procedures;

16 c. Defendants either failed to implement whatever policies, practices and procedures might
17 have been in existence, or failed to implement any such policies, practices and procedures in an
18 effective manner.

19 195. At all relevant time periods, Defendants failed to make an adequate or any response to
20 the harassing conduct described above and thereby established a policy, custom, practice or usage,
21 which condoned, encouraged, tolerated, sanctioned, ratified, approved of, and/or acquiesced in
22 harassment against students and employees, including, but not limited to, Plaintiffs.

23 196. Plaintiffs are informed and believe, and thereon allege, that during all relevant time
24 periods, Defendants failed to provide any or adequate training and education to their personnel and
25 most particularly to management and supervisory personnel regarding their discrimination and
26 harassment policies and procedures. Defendants knew or reasonably should have known that such
27 failure would result in discrimination and/or harassment against employees, contractors, students, and
28 Leadership Team-members, including, but not limited to, Plaintiffs. Such failure on the part of

1 Defendant constituted deliberate indifference to the rights of employees, including, but not limited to,
2 Plaintiffs under Government Code § 12940(k).

3 197. Defendants' failure to prevent and/or stop the harassment described herein compounded
4 and exacerbated the physical and emotional injuries Plaintiffs were already suffering as a result of the
5 unlawful conduct described above. As a proximate result of Defendants conduct as described more
6 fully above, Plaintiffs suffered economic damages, including lost earnings, noneconomic damages,
7 including, without limitation, physical pain, humiliation, embarrassment and discomfort, physical and
8 mental emotional distress and anguish, all to Plaintiffs' damages in an amount to be proven at trial but
9 in excess of the jurisdictional threshold of this court.

10 198. Plaintiff is informed and believes and thereon alleges that the Defendants, and each of
11 them, by the acts of its managing agents, officers and/or directors in the aforementioned acts and/or
12 ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable conduct, and
13 acted with willful and conscious disregard of the rights, welfare and safety of Plaintiff, thereby
14 justifying the award of punitive and exemplary damages, against Defendants Bearman, Brockman,
15 INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 100, in an amount to be
16 determined at trial.

17 199. As a result of Defendants' acts as alleged herein, Plaintiffs are entitled to reasonable
18 attorneys' fees and costs of suit as provided in Section 12965(b) of the California Government Code.

19 WHEREFORE, Plaintiffs prays for relief as set forth herein.

20 **FOURTEENTH CAUSE OF ACTION**

21 **BREACH OF ORAL CONTRACT**

22 (Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN ROES Nos. 1
23 through 5 Against All Defendants)

24 200. Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN
25 ROES Nos. 1 through 5, individually, incorporate by reference as though fully set forth herein, each
26 and every allegation set forth above in this Complaint.

27 201. Within the last two years Plaintiffs and Defendants entered an oral contract whereby
28 Defendants promised to have qualified teachers teach Plaintiffs counseling skills in an optimal

1 environment so that they would qualify for a certificate as a counselor, and to teach them how to
2 develop and market a counseling or coaching business, which they could use to further their
3 professional goals. In exchange, Plaintiffs paid Defendants sums in excess of \$1,000.00 or performed
4 work in exchange for tuition. The specific sums are subject to proof at trial.

5 202. Plaintiffs have fully performed all conditions, covenants and promises to be performed
6 on Plaintiffs' part under the Contracts between Plaintiffs and Defendants as alleged herein.

7 203. Defendants breached the contract by failing to deliver to Plaintiff the training that was
8 promised to them under the terms of the contracts.

9 204. As a proximate and legal result of the breach of the contract by Defendants, Plaintiff has
10 been damaged in an amount subject to proof at the time of trial.

11 WHEREFORE, Plaintiffs prays for relief as set forth herein.

12 **FIFTEENTH CAUSE OF ACTION**

13 **FRAUD AND DECEIT - CIVIL CODE §§ 1572, 1709-1710**

14 (Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN ROES Nos.
15 1 through 5 Against All Defendants)

16 205. Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN
17 ROES Nos. 1 through 5, individually, incorporate by reference as though fully set forth herein, each
18 and every allegation set forth above in this Complaint.

19 206. The representations set forth in Paragraph 37 herein were made to Plaintiffs prior to their
20 becoming students for courses affiliated with and provided by Defendants, in order to induce Plaintiffs
21 to pay for counseling training provided by the Defendants. At the time the representations were made to
22 Plaintiffs by Defendants, Defendants knew or in the exercise of reasonable care should have known that
23 the training offered was not as represented and that the benefit being represented was illusory.

24 207. Defendants intended that Plaintiffs rely on the false representations.

25 208. Plaintiffs reasonably and justifiably relied on Defendants' false representations and
26 naively accepted Defendants' false representations as true. As a result, Plaintiffs contracted with
27 Defendants to take counseling skills courses.

28 209. Plaintiffs' reliance on Defendants' false representations was a material and substantial

1 factor in causing Plaintiffs harm.

2 210. As a consequence of Defendants' willful, knowing and intentional false representations
3 made to Plaintiffs by Defendants, Plaintiffs seek an award of punitive and exemplary damages in an
4 amount according to proof. Plaintiff is informed and believes and thereon alleges that the Defendants,
5 and each of them, by the acts of its managing agents, officers and/or directors in the aforementioned
6 acts and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive and despicable
7 conduct, and acted with willful and conscious disregard of the rights, welfare and safety of Plaintiff,
8 thereby justifying the award of punitive and exemplary damages, against Defendants Bearman,
9 Brockman, INTERCHANGE COUNSELING INSTITUTE, LLC, and DOES 1 through 100, in an
10 amount to be determined at trial.

11 WHEREFORE, Plaintiffs prays for relief as set forth herein.

12 **SIXTEENTH CAUSE OF ACTION**

13 **UNTRUE OR MISLEADING ADVERTISING — BUSINESS AND PROFESSIONS CODE §**

14 **17500 ET SEQ.**

15 (Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN ROES Nos. 1
16 through 5 Against All Defendants)

17 211. Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN
18 ROES Nos. 1 through 5, individually, incorporate by reference as though fully set forth herein, each
19 and every allegation set forth above in this Complaint.

20 212. This cause of action is brought pursuant to Unfair Competition Law at Business and
21 Professions Code § 17500, et seq.

22 213. Plaintiffs bring this cause of action solely in their capacity as private attorney general
23 pursuant to Business and Professions Code § 17535.

24 214. Defendants intended to perform services.

25 215. Defendants disseminated advertising before the public in California that: (a) contained
26 statements that were illegal, untrue or misleading; (b) Defendants knew or in the exercise of reasonable
27 care should have known was illegal, untrue or misleading; (c) concerned the personal property or
28 services or their disposition or performance; and (d) was likely to mislead or deceive a reasonable

1 purchaser and/or consumer. The illegal, untrue and/or misleading statements and representations made
2 by these Defendants include, but are not limited to general allegations 36 through ____ as set fully forth
3 herein.

4 216. Plaintiffs are informed and believes and based upon such information and belief alleges
5 that Defendants advertise extensively in California-on the internet and in social media. These
6 advertisements contain some or all of the illegal, false and/or misleading statements and representations
7 as alleged herein.

8 217. Pursuant to Business and Professions Code §§ 17203 and 17535, Plaintiffs, on behalf of
9 the general public, sees restitution and the disgorgement of all earnings, profits, compensation and
10 benefit obtained by Defendants as a result by means of practices unlawful under Business and
11 Professions Code § 17500, et seq.

12 218. Pursuant to Business and Professions Code §§ 17204 and 17535, Plaintiffs seek an order
13 of this Court enjoining Defendants, and each of them, from continuing to make such illegal, misleading
14 and/or untrue statements. The public will be irreparably harmed if such an order is not granted.

15 **SEVENTEENTH CAUSE OF ACTION**

16 **UNLAWFUL BUSINESS PRACTICES —**

17 **BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.**

18 (Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN ROES Nos. 1
19 through 5 Against All Defendants)

20 219. Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN
21 ROES Nos. 1 through 5, individually, incorporate by reference as though fully set forth herein, each
22 and every allegation set forth above in this Complaint.

23 220. This cause of action is brought pursuant to Unfair Competition Law at Business and
24 Professions Code § 17200, et seq. Defendants' conduct constitutes unfair, unlawful and/or fraudulent
25 business practices within the meaning of Business and Professions Code § 17200.

26 221. Plaintiffs bring this Cause of Action on behalf of themselves and on behalf of the public
27 as private attorneys general pursuant to Business and Professions Code § 17204.

28 222. Pursuant to Business and Professions Code § 17203, Plaintiffs seek from Defendants,

1 and each of them, restitution and the disgorgement of all earnings, profits, compensation, benefits and
2 other ill-gotten gains obtained by Defendants as a result of Defendants' conduct in violation of Business
3 and Professions Code § 17200, et seq.

4 223. Pursuant to Business and Professions Code § 17204, Plaintiffs seek an order of this
5 Court enjoining Defendants, and each of them, from continuing to engage in the acts as set forth in this
6 complaint, which acts constitute violations of Business and Professions Code § 17200, et seq. Plaintiffs
7 and the public will be irreparably harmed if such an order is not granted.

8 **EIGHTEENTH CAUSE OF ACTION**

9 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

10 (All Plaintiffs Against All Defendants)

11 224. Plaintiffs incorporate by reference as though fully set forth herein, each and every
12 allegation set forth above in this Complaint.

13 225. Every oral contract contains the implied covenant of good faith and fair dealing in that
14 neither party will do anything to the detriment of the other party.

15 226. The acts and omissions of Defendants described herein in breach of contract with
16 Plaintiffs constituted conduct detrimental to Plaintiffs and Plaintiffs are entitled to recover damages
17 from said Defendants as a result of Defendants' breach of the implied covenant of good faith and fair
18 dealing in an amount subject to proof at trial.

19 **NINETEENTH CAUSE OF ACTION**

20 **PROFESSIONAL MALPRACTICE**

21 (Jane ZOES Nos. 1 through 6 Against STEVE BEARMAN, INTERCHANGE COUNSELING
22 INSTITUTE, LLC and DOES 11 through 20)

23 227. Plaintiffs Jane ZOES Nos. 1 through 6 incorporates by reference as though fully set
24 forth herein, each and every allegation set forth above in this Complaint.

25 228. Defendants are and were at all times herein mentioned individuals employed as
26 therapists, teachers, and/or counselors by Defendants, and each of them. Plaintiffs are informed and
27 believe, and thereon allege, that at all relevant times herein mentioned, Defendants were acting in the
28 course and scope of their employment/agency.

1 229. At all relevant times herein mentioned, Defendants, and each of them, undertook the
2 supervision, guidance, control, care, and treatment and training of the Plaintiffs. At all relevant times,
3 Defendants were held in a position of trust by Plaintiffs.

4 230. Plaintiff is informed and believes that at all times herein mentioned, Defendants were
5 operating and providing such services pursuant to, among other authority certain provisions of the
6 California Business and Professions Code. Pursuant to those provisions, Defendants had a legal
7 obligation and they agreed and represented that, among other things, these Defendants would protect
8 Plaintiffs within their facilities and programs from the very type harm alleged herein.

9 231. At all times herein mentioned, Defendants Bearman exploited Plaintiff's medical and
10 emotional disorders and abused his position of authority, in that, among other things, he made sexual
11 advances to Plaintiffs with a lewd and lascivious motive and did, in fact, engage in sexual intercourse
12 and other acts of carnal knowledge with Plaintiffs. This Defendant accomplished these sexual acts by,
13 among other means, leading Plaintiffs to believe that because of professional status these acts would aid
14 in Plaintiffs' recovery from emotional disorders; however, the truth of the matter was that by his
15 misconduct, Defendant committed crimes as well as violations of the above-referenced provisions of
16 the Business and Professions Code.

17 232. Plaintiffs are informed and believes that at all relevant times, INTERCHANGE
18 COUNSELING INSTITUTE, LLC was negligent, careless, reckless and unlawful in the manner in
19 which it selected, hired, trained and supervised Defendant Bearman and DOES 11-20, so as to
20 proximately cause Plaintiffs' injuries and damages set forth below. Plaintiffs are informed and believes
21 that Defendants, INTERCHANGE COUNSELING INSTITUTE, LLC and DOES 11-20, knew or
22 reasonably should have known that Defendants Defendant Bearman and DOES 11-20, were unfit and
23 incapable of providing the supervision, guidance, control, care and treatment of Plaintiffs, thereby
24 proximately causing the injuries and damages described below.

25 233. These acts of the Defendants, and each of them, showed a complete and total disregard
26 for the standards of their profession and the well-being of Plaintiffs, and these acts, rather than
27 providing them with meaningful care, treatment and guidance, caused Plaintiffs irreparable physical,
28 mental and emotional discomfort and harm.

1 part of her duties she was required to induce women to sign up for the program taught by Defendant
2 STEVE BEARMAN, and therefore expose them to the risk of assault. Based on the facts she was
3 learning related to the assaults and other sexual harassment and discrimination which had been taking
4 place at INTERCHANGE, it was impossible for her to stay in her position, and therefore she was
5 forced to resign in September 2017.

6 239. Plaintiff is informed and believes and thereon alleges that Defendants' decisions to
7 subject her to harassment and discrimination, as alleged herein, was motivated by gender. Plaintiff is
8 further informed and believes and thereon alleges that any other reasons proffered by Defendants were
9 and are pretextual in nature. Defendants intentionally created the aforementioned discrimination and
10 harassment thereby creating working conditions so intolerable that Plaintiff had no alternative but to
11 resign.

12 240. By reason of the aforementioned conduct and circumstances, Defendants, and each of
13 them, violated the fundamental public policies of the State of California, as set forth in Section 12940
14 of the Government Code and California Constitution, which mandate that employees be free from
15 unlawful discrimination and harassment. As a further result of the aforesaid conduct of Defendants, and
16 each of them, Plaintiff has been deprived of her right to a work environment free from discrimination
17 and harassment.

18 241. By the aforesaid acts and omissions of Defendants, Plaintiff has been directly and
19 legally caused to suffer the harm and damages alleged herein.

20 **TWENTY-FIRST CAUSE OF ACTION**

21 **MONEY HAD AND RECEIVED**

22 (Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN ROES Nos. 1
23 through 5, Against All Defendants)

24 242. Plaintiffs JANE ZOE Nos. 1 through 4, JANE ZOE Nos. 6 through 13, and JOHN
25 ROES Nos. 1 through 5, individually, incorporate by reference as though fully set forth herein, each
26 and every allegation set forth above in this Complaint.

27 243. Defendants improperly received and continue to improperly receive from Plaintiffs and
28 Class Members millions of dollars as a result of the conduct alleged above.

1 misrepresentations.

2 PRAYER FOR RELIEF

3 Wherefore Plaintiffs pray for judgment against Defendants, and each of them, as follows:

4 1. That pursuant to Business and Professions Code §§ 17203, 17204 and 17535, all
5 Defendants, their officers, directors, principals, assignees, successors, agents, representatives,
6 employees, subsidiaries, affiliates, and all persons, corporations and other entities acting by, through,
7 under, or on behalf of said Defendants, or acting in concert or participation with them, be permanently
8 enjoined from directly or indirectly making any illegal, untrue or misleading statements in violation of
9 Business and Professions Code §§ 17200 and 17500, including, but not limited to, the untrue or
10 misleading statements alleged in this Complaint;

11 2. That pursuant to Business and Professions Code § 17204, all Defendants, their officers,
12 directors, principals, assignees, successors, agents, representatives, employees, subsidiaries, affiliates,
13 and all persons, corporations and other entities acting by, through, under, or on behalf of said
14 Defendants, or acting in concert or participation with them, be permanently enjoined from directly or
15 indirectly committing any violations of Business and Professions Code § 17200, et seq., including, but
16 not limited to, the violations alleged in this Complaint;

17 3. Ordering the disgorgement of all sums unjustly obtained from Plaintiff and the public;

18 4. Ordering Defendants to make restitution to Plaintiffs;

19 5. For a money judgment representing compensatory damages including lost wages,
20 earnings, and all other sums of money, together with interest on these amounts, according to proof;

21 6. For an award of money judgment for mental pain and anguish and severe emotional
22 distress, including medical special damages, according to proof;

23 7. For an award of money judgment for defamation per se;

24 8. Punitive damages, according of proof;

25 9. For attorney's fees and costs;

26 10. For a statutory civil penalty in the sum of \$25,000, pursuant to Civ. Code section 52;

27 11. For prejudgment and post-judgment interest;

28 12. For declarative and injunctive relief; and

1 13. For any other relief that is just and proper.

2 Dated: December 8, 2017

MENEKSHE LAW FIRM

3
4
5 By: _____

6 AYHAN M. MENEKSHE

7 CATHERINE M. ADAMS

8 Attorneys for Plaintiff

9 Jane ZOES Nos. 1 through 13 and John ROES

10 Nos. 14 through 18