



## COMPLAINT

The Plaintiff, Jane Doe S.H., files this Complaint against Defendants, Massage Envy Franchising, Morris Plains ME, LLC d/b/a Massage Envy Spa Morris Plains, ABC, Inc. 1-10 (fictitious entities), and John Does 1-10 (fictitious persons) alleging as follows:

1. Plaintiff, Jane Doe S.H., is an adult female whose name and address is not contained in this Complaint so as to protect her privacy and identity as she incurred injuries and damages of a sensitive nature as a result of the intentional and negligent acts and failures of Defendants outlined below. Information which would or could identify Jane Doe S.H. is not contained herein. Plaintiff may be contacted through her counsel as outlined herein.

2. There exists good cause for Plaintiff to use a pseudonym due to the harmful effect of the public disclosure of her identity and the harm inflicted by the Defendants to Jane Doe S.H., Plaintiff's undersigned counsel will provide the identity of Plaintiff to all Defendants. As such, Defendants suffer no prejudice as a result of concealing Plaintiff's identity in the Complaint and Verification.

3. Defendant, Massage Envy Franchising, LLC (hereinafter referred to as "MEF"), is an Arizona corporation with its principal place of business located in Scottsdale, Arizona. Massage Envy is a massage and spa therapy franchise with approximately 1,100 franchises located across the United States and is the largest employer of massage therapists nationwide. It is also believed and therefore averred that Massage Envy owns, operates, controls, manages, and/or does business as Morris Plains ME, LLC d/b/a Massage Envy Spa Morris Plains.

4. Defendant, Morris Plains ME, LLC d/b/a Massage Envy Spa Morris Plains, is a New Jersey corporation with its principal place of business located at 1711 State Route 10 East, Suite 15B, Morris Plains, New Jersey 07950. Massage Envy Spa Morris Plains, together with MEF,

owns, operates, controls, manages and/or does business as Massage Envy Spa Morris Plains located at 1711 State Route 10 East, Suite 15B, Morris Plains, New Jersey 07950 (hereinafter referred to as “Massage Envy Morris Plains”), a day spa that offers massages and other spa services.

5. Defendants ABC, Inc. 1-10 are fictitious entities that own, operate, control, manage or do business as Massage Envy Morris Plains and/or employed, supervised, controlled and/or oversaw Ishmael [Last name unknown] (hereinafter referred to as “Ishmael”) and/or which otherwise owed a legal duty to Plaintiff to prevent the incident of sexual abuse at Massage Envy locations as is more fully alleged herein.

6. Defendants John Does 1-10 are fictitious persons who own, operate, control, manage or do business as Massage Envy Morris Plains and/or employed, supervised, controlled and/or oversaw Ishmael and/or which otherwise owed a legal duty to Plaintiff to prevent the incident of sexual abuse at Massage Envy locations as is more fully alleged herein.

### **INTRODUCTION**

7. Upon information and belief, MEF, the first and by far largest operator of chain massage franchises in the country, based in Scottsdale, Arizona, has approximately 1,100 locations in 50 states and has more than 1.65 million members.

8. Massage Envy boasts a billion-dollar business that promises safety in the treatment room for massage and spa services at an affordable price.

9. The promise of safety in the treatment rooms was made while Massage Envy was and is intentionally concealing the known dangers of their services to men and women at their locations nationwide.

10. Massage Envy not only failed, and continues to fail, to provide basic safety to clients in a most vulnerable setting, but it systemically and intentionally conspired and concealed (and continues to do so today) the rampant problem, danger and extensive reports of hundreds (and likely thousands) of massage therapists at Massage Envy franchise locations sexually assaulting customers throughout the country, including within the State of New Jersey.

11. Sexual misconduct committed by massage therapists at MEF franchise locations is a national problem, with hundreds of known reports of sexual assaults and exploitation by its therapists occurring throughout the country. This number pales in comparison to the assaults that are not reported and/or only known to MEF and its franchisees.

12. The assaults taking place at MEF franchise locations nationwide range from forcible sexual intercourse to digital and oral penetration of women's vaginas to touching of women's breasts to therapists putting their genitals on women as well as ejaculating on women. Male customers have also been victims of Massage Envy sexual assaults.

13. The core reason these sexual assaults and exploitations continue to occur is a conspiracy among MEF, its regional developers and its franchisees to hide the known danger of sexual assaults at its franchise locations from the public so that unsuspecting customers will purchase their massage services. In other words, MEF, its regional developers and its franchisees have conspired, agreed and devised a schematic plan and system nationwide to ensure that reports of sexual assaults and/or the known danger associated with the services MEF provides to the purchasing public is never known. This is in violation of New Jersey common law as well as consumer protection laws.

14. MEF claims it has a “zero tolerance” policy regarding sexual assaults by massage therapists at its franchise locations, meaning that any allegation of a massage therapist sexually assaulting a customer will result in that therapist being terminated.

15. This representation is made as part of a calculated effort to trick customers into believing that MEF and its franchisees are safe environments, free from the risk of sexual assault, that any report of sexual assault will be taken seriously and result in termination of any therapists who commit those assaults. This is a blatant lie and a fraud being perpetrated on the public.

16. In reality and behind closed doors, MEF company protocol encourages employees to handle any allegations of sexual misconduct by its massage therapists “in-house.”

17. MEF policy requires that every instance of sexual assault be reported to MEF by the franchisee via a web portal and MEF works with the franchisee to ensure that the report is not made public.

18. In furtherance of that conspiracy and contrary to their public declaration of “zero tolerance,” MEF therapists are often allowed to remain employed, were transferred, or hired/re-hired, or a combination thereof, at another Massage Envy franchise location, only to go on to improperly touch multiple other female customers.

19. MEF controls the day-to-day operations of all of its franchises. A copy of MEF’s standard franchise agreement is attached hereto as Exhibit “A.”

20. Specifically, and as can be seen in Exhibit “A,” MEF formulates all policies and procedures that its franchisees are required to follow, including, but not limited to those relating to the prevention, investigation, reporting and handling of sexual assault allegations, franchisees are regularly trained by MEF or its agents on how to comply with said policies and procedures, MEF supervises its franchisees to ensure compliance with MEF policies and procedures in the

day-to-day operations, inspections are performed by MEF to ensure compliance and franchisees can and will be disciplined, sanctioned and/or have their franchise agreement terminated if they fail to comply with MEF's policies, rules, regulations and protocols in every aspect of the operations of the franchise. In other words, franchisees have no discretion in how they operate the business. They must follow MEF protocol, are supervised and inspected regularly to ensure they are following said protocol and can/will be disciplined for failing to comply.

21. The Franchise Agreement makes clear that franchisees are required to comply with MEF policies including those directly related to the day-to-day operations of the business. See Exhibit A to Plaintiff's Complaint at § 4(D) ("The Operations Manual contains mandatory and suggested specifications, standards, operating procedures and rules that we periodically prescribe for operating a Massage Envy Business and information on your other obligations under this Agreement ("System Standards")") and §8(J) ("You acknowledge that compliance with the entirety of the System Standards is essential for the success of your Business. In addition, you acknowledge and agree that operating and maintaining your Business according to the mandatory System Standards is essential to preserve the goodwill of the Marks and all Massage Envy Business. Therefore, you agree at all times to operate and maintain your Business according to each and every System Standard, as we periodically modify and supplement them."). In its Franchise Agreement MEF outlines a non-exhaustive list of operations that it either does or retains the right to control. *See* Exhibit A to Plaintiff's Complaint at §8(J).

22. As noted, MEF requires franchisees to comply with its "System Standards" (*see* Exhibit A to Plaintiff's Complaint at §8(J)). These include over 60 mandatory policies and procedures. MEF, and a countless number of franchisees, have testified in other litigation that each and every one of the more than 60 operational policies are mandatory. This includes, as MEF has

testified in the past, numerous employment policies, including employment policies related to the screening, hiring, and supervision of licensed massage therapists working at franchise locations.

23. The policies promulgated by MEF apply to and dictate every single aspect of the operations of the franchises. MEF’s mandatory policies are listed here, with policies related to customer safety and inappropriate conduct by massage therapists highlighted in bold and underlined:

<ul style="list-style-type: none"> <li>- Compliance Policy</li> <li>- Location Responsiveness Policy</li> <li>- Required &amp; Recommended Vendors Policy</li> <li>- Clinic Naming Policy</li> <li>- Email Policy</li> <li>- Territory Description Policy</li> <li>- Insurance Coverage Requirements Policy</li> <li>- IT Acceptable Use Policy</li> <li>- IT Data Back-Up Policy</li> <li>- IT Help Desk &amp; Technology Policy</li> <li>- IT Information Security Policy</li> <li>- IT Millennium Security Administration Policy</li> <li>- IT Remote Access Policy</li> <li>- IT Server &amp; Communication Closet Policy</li> <li>- <b><u>Code of Conduct &amp; Zero Tolerance Policy</u></b></li> <li>- Dress Code Policy</li> <li>- Employee Files Policy</li> <li>- <b><u>Pre-Employment and Background Screening Policy</u></b></li> <li>- <b><u>Required Trainings Policy</u></b></li> </ul>	<ul style="list-style-type: none"> <li>- Infection Prevention, Control and Cleaning Policy</li> <li>- Operations Standards Review, Location Visits, and Business Performance Review &amp; Coaching Policy</li> <li>- Pricing Policy</li> <li>- Appointment Cancellation and No Show Policy</li> <li>- Client File Documentation Policy</li> <li>- Gift Card Policy</li> <li>- Guest Visitation Policy</li> <li>- Member/Guest Experience Policy</li> <li>- Wellness Program Referral Policy</li> <li>- Wellness Agreement Freeze Plus Policy</li> <li>- Wellness Massage Sharing Policy</li> <li>- Wellness Massage Splitting Policy</li> <li>- Wellness Agreement Policy</li> <li>- Wellness Agreement Transfer Policy</li> <li>- Minors Policy</li> <li>- Intake and Wellness Chart Documentation Policy</li> <li>- Approved Modalities in Millennium Policy</li> </ul>	<ul style="list-style-type: none"> <li>- Credit Card Processing, Edits/Voids &amp; Refund Policy</li> <li>- Profit &amp; Loss Statements Policy</li> <li>- Royalty &amp; Transfer Reconciliation Policy</li> <li>- <b><u>Cell Phone &amp; Mobile Electronic Device Usage Policy</u></b></li> <li>- <b><u>Code of Conduct &amp; Zero Tolerance Policy</u></b></li> <li>- <b><u>Code of Conduct Violation Handling and Reporting Policy</u></b></li> <li>- <b><u>Crisis Management Policy</u></b></li> <li>- Insurance Coverage Requirements Policy</li> <li>- Media Inquiry Handling Policy (Crisis Situations)</li> <li>- Pre-Employment &amp; Background Screening Policy</li> <li>- Required Trainings Policy</li> <li>- Terminating and Restricting and Employee in Millennium Policy</li> <li>- Clinic Marketing Materials and Activities Policy</li> <li>- Clinic Naming Policy</li> <li>- Co-Branding, Cross-Promotion &amp; Sponsorship Policy</li> </ul>
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<ul style="list-style-type: none"> <li>- <b><u>Terminating and Restricting an Employee in Millennium Policy</u></b></li> <li>- <b><u>Therapist/Stretch Service Providers/Esthetician Hiring Qualifications Policy</u></b></li> <li>- Clinic Operating Hours Policy</li> <li>- Dress Code Policy</li> <li>- Fragrance and Scent Policy</li> </ul>	<ul style="list-style-type: none"> <li>- <b><u>Draping Policy</u></b></li> <li>- Hot Stone Envy Policy</li> <li>- Prenatal Massage &amp; Skincare Policy</li> <li>- Required/Approved Services &amp; Products Policy</li> <li>- Credit Card on File Policy</li> </ul>	<ul style="list-style-type: none"> <li>- Grand Opening Marketing Policy</li> <li>- Local Agency Media Buying Policy</li> <li>- Location Page/Loyalty Email Technical Support Policy</li> <li>- Regional Co-ops and DMA Planning Team Policy</li> <li>- Social Media Policy</li> </ul>
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24. Within the Operations Manual issued by MEF, that contains the more than sixty mandatory policies and procedures listed above, the policies are organized through a Table of Contents. The largest section in the entire Operations Manual is entitled “Daily Operations.”

25. The Franchise Agreement, specifically §8(J), outlines a non-exhaustive list of 15 different aspects of franchise operations that MEF controls or retains the right to control. This includes a provision that permits MEF to control “any other aspects of operating and maintaining” the franchise business. This is followed by a self-serving statement that the System Standards are not intended to control or manage the franchise location, which is directly contradicted by the more than 60 mandatory policies contained in the Operations Manual including the numerous mandatory policies related to “Daily Operations” and the screening, hiring, and supervision of individuals works at franchise locations including licensed massage therapists. This is also directly contradicted by testimony MEF has provided in other similar litigation.

26. When it comes to MEF’s efforts to prevent incidents of sexual and other misconduct by massage therapist, MEF retains the exclusive control over the policies addressing same as well



as all training surrounding the prevention of incidents of sexual and other misconduct by massage therapist.

27. MEF, in its contract with franchise locations, requires that franchisees grant MEF direct access to their computers and web-based point of sale system (a point of sale system MEF requires its franchisees to use). This includes ensuring MEF has access to all customer data. Specifically, the franchise agreement dictates that:

“As otherwise permitted in this Agreement, we [MEF] may access the Computer System and retrieve all pertinent information relating to the operation of the Business in areas that we have the ability to control and/or remedy.

**We [MEF] possess (and will continue to develop and acquire) . . . certain confidential information relating to the development and operation of Massage Envy Locations (the "Confidential Information"), which includes (without limitation):**

(8) information generated by, or used or developed in, your Business’ operation, including **customer names, addresses, telephone numbers, email addresses and related information** and any other information contained from time to time in your Computer System or in any other format (e.g., paper records);

**You also must maintain the Computer System in order to allow us unlimited independent access to, and the ability to download, all information in your Computer System at any time.”**

*See Exhibit A at § 6.*

28. In addition to the above, MEF also maintains access to each and every customer review submitted by customers who receive services at franchise locations.

29. MEF also requires franchisees to submit to MEF any and all reports of misconduct by massage therapists and others working at franchise locations.

30. In *Hahn v. Massage Envy Franchising, LLC*, 2014 WL 5100220 (S.D. Cal. Sept. 25, 2014), a class of Massage Envy customers brought suit in reference to what they claimed to be unconscionable terms in the membership agreement regarding the expiration of accumulated prepaid massages after cancellation of the membership agreement. When it came time for Summary Judgment the court held, “In addition, ***Defendant [MEF] exercised wide-reaching control over its franchisees' day-to-day operations beyond what was necessary to protect Defendant's brand and goodwill.*** The evidence demonstrates that Defendant originated the business practices at issue, and exercised control to ensure its clinics implemented them as intended.” *Id.* at \*13.

31. MEF and its franchisees implement this conspiracy and scheme to defraud the public through MEF system standards and policies that are dictated, implemented and enforced by MEF down to the franchise level with the help of MEF Regional Developers.

32. Regional Developers are referred to by MEF as their agents. More recently, MEF has been moving away from the Regional Developer model of its business and exerting even greater control over its franchisees by bringing this supervision “in house” through the use of Regional Directors, who are employed directly by MEF and fulfill the same duties as Regional Developers. Whether a Regional Developer or Regional Director, these agents of MEF are responsible, in part, to conduct detailed inspections of franchise locations at least four times per year. These inspections are intended to ensure that franchisees are complying with the numerous mandatory policies and procedures known as “System Standards.” Inspections by MEF agents, Regional Developer(a) or Regional Director(s), include review and inspection of employee

personnel files for individuals working at franchise locations including licensed massage therapists.

33. MEF's policy and procedure of directing franchises to conceal reports of allegations of sexual assaults involving Massage Envy therapists and directing franchises not to report said allegations to local law enforcement or state massage therapy boards enables the assaults to occur on a national level.

34. Massage Envy company protocol, policies, and trainings, as created by MEF and implemented and overseen by their Regional Developers, directs all owners, managers, and employees involved to handle sexual assault allegations by Massage Envy therapists "in house."

35. Massage Envy company protocol instructs franchises to put customers who have a complaint in a private room and to avoid admitting to anything, or making any promise to do anything, more than to internally investigate the matter, then to create an incident report and send it to the Corporate Office in Arizona.

36. All reports of sexual assault are sent to MEF by franchisees via a web portal that is maintained by MEF. MEF thereafter monitors and controls sexual assault investigations at the franchise level. MEF maintains a database of all allegations of sexual assaults occurring within their franchise locations.

37. MEF policy dictates that franchisees should keep reports of sexual assaults secret and does not require reporting sexual assaults of customers by its massage therapists to law enforcement or the New Jersey Board of Massage Therapy in order to "protect the brand."

38. These efforts among MEF and its franchisees to conceal the danger of sexual assault in the service it is selling to the public have led to MEF being placed on the "2019 Dirty Dozen List" by the National Center on Sexual Exploitation (hereinafter "NCOSE"). According to NCOSE

Director Dawn Hawkins:

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

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

MEF made the 2020 Dirty Dozen list as well as a result of its continued efforts to endanger and exploit customers to sexual assault.

39. At least one former Massage Envy employee is quoted as stating:

“[The internal review policy] is not in place to protect the client. It’s in place to protect the company. It’s centered around defusing the situation so the client doesn’t call the police. You don’t want cop cars showing up at your location the next day.”

*See* “Hands Off - A BuzzFeed Investigation: More than 180 Women Have Reported Sexual Assaults at Massage Envy” by Katie Baker, *Buzzfeed*, November 26, 2017 attached hereto as Exhibit “B.”

40. According to a former corporate employee, MEF has long feared the media would realize the national scope of the problem. The former employee recalled executives discussing what would happen “if someone connects the dots of how many sexual assaults have occurred across the country.”

41. Despite this longstanding fear that the public would learn about the problem of massage therapists sexually assaulting female customers at its franchise locations, MEF, its franchisees and Regional Developers collectively took no action whatsoever to prevent these assaults or warn the public of the danger, but rather continued to protect the company at the expense of the safety of its customer.

42. Defendants MEF and Massage Envy Morris Plains and other franchisees and regional developers of MEF do nothing to warn customers of the problem or danger of being sexually assaulted in its franchise locations by massage therapists, even though it trains franchisees on the problem and it is a foreseeable and known danger in the service that it is selling to the public. In fact, MEF and its franchisees, including Massage Envy Morris Plains, deliberately and intentionally inform customers that there is no risk of sexual assault in its services.

43. It is believed Plaintiff signed a Wellness Agreement that is identical or substantially similar to Exhibit "C."

44. Upon information and belief, when Plaintiff entered into a wellness agreement with the Defendants MEF and Massage Envy Morris Plains, it was represented by Defendants MEF and Massage Envy Morris Plains that:

- "Male/female genitalia and women's breasts will not be exposed or massaged at any time."
- "To the best of the Franchisee's knowledge, only professional massage therapists and estheticians who comply with state, city, and/or local licensing or certification requirements are hired by the Franchisee."
- "Inappropriate or illegal behavior by clients or staff will not be tolerated in any manner."

*See Sample Wellness Agreement attached as Exhibit "C."*

45. The above statements are false and were known to be false when they were made to Plaintiff in exchange for Plaintiff purchasing services.

46. Despite the above statements being knowingly false, MEF required, and its franchisees agreed, to make said statements to customers, including Plaintiff, in hopes she purchased massage services and/or memberships in order to benefit Defendants MEF and Massage Envy Morris Plains financially.

47. On information and belief, in at least one risk management training, franchisees were told the goal when investigating claims is “to avoid police and keep membership.” MEF has engaged in directing franchises in the State of New Jersey not to report allegations of sexual assaults to local law enforcement and/or state massage therapy boards, in order to protect the brand and help ensure profits are not adversely affected.

48. Defendants MEF and Massage Envy Morris Plains have taken deliberate and intentional steps to oppose and kill legislation in states that would have required them to report sexual assaults within their business to police and other regulatory agencies. Defendants took these steps with the intent to conceal the rampant problem of sexual assaults occurring within their business.

49. In addition, a report from the massage therapist perpetrator is frequently sent to the professional liability carrier that has a symbiotic relationship with MEF. The reports are normally handwritten, signed, and dated by the accused perpetrator.

50. The American Massage Therapy Association has described the therapist-client interaction as a fiduciary relationship. A fiduciary relationship is applied to a professional in whom a client places his or her trust. Fiduciaries are required to place the interests of their clients above and before their own. The professional is in a position of power, while the client is in a position of weakness and vulnerability.

51. In numerous cases involving sexual misconduct at franchise locations by its massage therapists, despite the report of sexual assault being reported to MEF and its franchisees, MEF therapists were allowed to remain employed, were transferred, hired/re-hired at another Massage Envy franchise location, allowed to continue practicing in the massage industry at another massage business location, or a combination thereof, only to go on to improperly touch multiple other female customers.

52. Further, MEF, its regional developers, and its franchisees have also allowed individuals who have sexually assaulted customers at other Massage Envy locations or elsewhere previously to be hired or work at Massage Envy franchise locations, in direct contradiction to its claimed “Zero Tolerance” policy.

53. The sexual assault described herein occurred on a massage table, on the premises operated or controlled, or both, by Defendants MEF and Massage Envy Morris Plains.

54. The sexual assault described herein occurred during normal business hours of Defendants MEF and Massage Envy Morris Plains and occurred in the course and scope of the performance of duties of Defendants MEF and Massage Envy Morris Plains’ massage therapist.

55. Consistent with Massage Envy’s company practice, the assault of Plaintiff was not reported to law enforcement or the New Jersey Board of Massage Therapy by Defendants MEF and Massage Envy Morris Plains.

56. Defendants MEF and Massage Envy Morris Plains authorized and entrusted its employee and agent to have skin-to-skin contact with its Plaintiff’s body and to be alone with its clients, including Plaintiff, while they were undressed and in a vulnerable position.

57. Defendants MEF and Massage Envy Morris Plains’ employee was aided in the commission of the sexual assault of Plaintiff by virtue of his duties as a massage therapist because

Plaintiff was already undressed in a private room in a vulnerable position, per the protocol for massage clients at Massage Envy franchises. Defendants MEF and Massage Envy Morris Plains negligently maintained its premises and failed to keep the premises free from hazards and its customers safe, thereby causing Plaintiff to severe injuries and damages.

58. Massage Envy is an operation devoted to massage therapist touching and massaging naked or nearly naked people, often of different gender. Massage Envy is also the perfect locale for a sexual predator to acquire ready access to victims.

59. Sexual assault, sexual misconduct, and sexual malfeasance is a generally foreseeable consequence of the nature of work involved in the massage industry and is an unfortunate possibility engendered by the type of work Massage Envy pays its employees to perform.

60. Such a foreseeable outgrowth is exemplified by a quick Google search which shows various similar incidents allegedly occurring on a regular basis at Massage Envy locations nationwide.

61. Massage Envy acknowledges that a vast majority of victims have never come forward and never will, internally publishing that “Only 4% of upset customers will tell you when there is a problem.”

62. To that end, Massage Envy created a procedure wherein a woman who has just complained of inappropriate conduct, or having been sexually assaulted, is sent out the door of Massage Envy with only the mere “promise to investigate and take appropriate action.” “Appropriate action” is the Massage Envy employee completing an internal incident report and emailing a copy to the Corporate Office.



63. At the direction and control of Defendants MEF and Massage Envy Morris Plains and other franchisees and regional directors of MEF advertise their massage therapy services through numerous mediums and platforms across the nation and have built a nationally recognizable brand associated with massage therapy. In creating a nationally recognizable brand, Defendants MEF and Massage Envy Morris Plains and other franchisees and regional directors of MEF have repeatedly, consistently, collectively and in concert represented and promised explicitly to Plaintiff and implicitly to the public in general, that the services offered by this brand – Massage Envy – are safe and do not warn of the dangers of sexual assault within their business.

64. Defendants have collectively and consistently conspired to communicate to, and promise, Plaintiff and all of Defendants' customers that since "day one in 2002" Massage Envy and their services contribute to a happy, healthy, well-balanced lifestyle.<sup>1</sup> This messaging was consistently and systematically communicated nationwide through marketing campaigns primarily targeted to female customers. Again, Defendants MEF and Massage Envy Morris Plains have not and do not warn their customers, including Plaintiff, of the risk of sexual assault or the nationwide occurrence of the same in their business by their massage therapists.

65. All Massage Envy franchise locations, including Massage Envy Morris Plains, are required to participate in marketing campaigns and collectives as directed by MEF and MEF's regional developers.

66. Plaintiff relied on representations by Defendants MEF and Massage Envy Morris Plains and other franchisees and regional directors of MEF that Plaintiff would be safe from harm and their modesty would be respected at all times while receiving massage services in choosing to purchase massage service(s).<sup>2</sup> Further, Plaintiff relied on representations by Defendants MEF and

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<sup>1</sup> <http://web.archive.org/web/20181223181631/https://www.massageenvy.com/about-us/>

<sup>2</sup> <http://web.archive.org/web/20151030094057/http://www.massageenvy.com/your-first-visit.aspx>

Massage Envy Morris Plains and other franchisees and regional directors of MEF that the massage therapists they would be exposed to would be not only psychologically fit, but were therapists who could be entrusted with the safety and well-being of customers of Defendants MEF and Massage Envy Morris Plains and other franchisees and regional directors of MEF.

67. Had Plaintiff been notified of the epidemic of sexual assaults occurring within and being purposefully covered up by Defendants MEF and Massage Envy Morris Plains, other franchisees and regional directors of MEF, Plaintiff would not have purchased massage services from Massage Envy.

68. Defendants MEF and Massage Envy Morris Plains, and other franchisees and regional directors of MEF actively worked to keep the problem of customers being sexually assaulted at their franchise locations by massage therapists, from Plaintiff and from all of Defendants' customers. Instead of informing Plaintiff and all of Defendants' customers about the problem of customers being sexually assaulted at its franchise locations by massage therapists, Defendant MEF, with the agreement of Defendants MEF and Massage Envy Morris Plains and other franchisees and regional directors of MEF, intentionally and falsely told Plaintiff and all of Defendants' customers that safety is at the core of their company's mission; that it has a "zero tolerance policy" towards sexual assaults committed by their massage therapists; that they protect their customers; that they carefully select and thoroughly train their massage therapists; that they are dedicated to providing a comfortable and professional environment; that Plaintiff and all of Defendants MEF and Massage Envy Morris Plains' customers can be confident they will have a positive experience; that they bring joy into Plaintiff and all of Defendants MEF and Massage Envy Morris Plains' customers' lives, that they will not be sexually assaulted and that they make

the best of everybody, among other intentionally false statements to Plaintiff and all of Defendants MEF and Massage Envy Morris Plains' customers.

69. Defendant MEF, with the cooperation and agreement of Defendants MEF and Massage Envy Morris Plains and other franchisees and regional directors of MEF, has repeatedly made false promises about the safety of their services and even the control MEF exerts to ensure compliance with its allegedly stringent safety policies. MEF capitalizes on the national brand it has built and perceptions of safety, guaranteeing “nothing is more important to us than the safety of Massage Envy members and guests. That’s why we . . . vigorously monitor and ensure compliance by franchisees” with MEF policies such as the sham Zero Tolerance Policy.<sup>3</sup>

70. Defendants MEF and Massage Envy Morris Plains are acutely aware of the epidemic of sexual assault occurring at Massage Envy branded massage establishments as a result of, among other things, numerous trainings and other seminars offered by MEF that address the epidemic of sexual assault occurring at Massage Envy locations.

### **RAINN & MEF**

71. As stated above, in November 2017, *Buzzfeed* published an investigative report that first exposed the scope and scale of the problem of sexual assaults occurring at Massage Envy locations across the nation. See “Hands Off - A BuzzFeed Investigation: More than 180 Women Have Reported Sexual Assaults at Massage Envy” by Katie Baker, *Buzzfeed*, November 26, 2017 attached hereto as Exhibit “B.”

72. Less than ten days after the release of the *Buzzfeed* article, Massage Envy responded for the first time to the publicity surrounding the truth of what had been occurring at its franchise

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<sup>3</sup> <http://web.archive.org/web/20161013045003/http://www.massageenvy.com/about-massage-envy.aspx>

locations across the country. Massage Envy, through its General Counsel Melanie Hansen, stated that the *Buzzfeed* investigation “led us to look carefully at how we can do more.” In response, Massage Envy announced its “Commitment to Safety plan” as “the outcome of that work.”

73. Part of Massage Envy’s plan—apparently developed over ten days in response to years of sexual abuse allegations—involved a newly announced partnership with the Rape, Abuse & Incest National Network, or RAINN, which purports to be “the nation’s largest anti-sexual violence organization.” In announcing their partnership, Massage Envy publicly stated that “[e]xperts from RAINN will begin an end-to-end review of our policies and procedures — including reporting and investigation. **They’ll recommend changes and *together* we will put change into action.**”

74. RAINN stated the review would occur “over the next few months,” and that it would be a “top-to-bottom review includ[ing] an overall comprehensive program assessment of Massage Envy’s prevention measures, such as misconduct policies and protocols, as well as response services, including disclosure and reporting, and victim advocacy and employee assistance. RAINN will review Massage Envy’s awareness and outreach methods and procedures and evaluate the education and training programs to determine effectiveness and recommend improvements.” RAINN further stated that they “look forward to working with Massage Envy to identify improvements that will promote safe and healthy communities.”

75. Another part of Massage Envy’s response to the epidemic of sexual assault was the formation of the “Safety Advisory Council,” which was to be responsible to “develop, maintain, and implement” safety policies for Massage Envy franchise locations across the country. The “Safety Advisory Council,” according to Massage Envy, included a representative of RAINN.

76. On August 27, 2018, more than eight months after their partnership was announced, Massage Envy Franchising and RAINN informed the public that the **“in-depth, end-to-end review and assessment of our policies and protocols” had been concluded. It was announced that RAINN had provided Massage Envy with recommendations that RAINN and Massage Envy would, together, “share as we implement them.” In the same news release, Massage Envy and RAINN again committed to transparency claiming they would “share updates on the progress of the Commitment to Safety plan as they become available.”** Massage Envy and RAINN made similar statements to the news media.

77. **RAINN and Massage Envy, despite promising the public that they would announce the safety recommendations and results of the in-depth, end-to-end review and assessment of policies and protocols, has done nothing in this regard since August 27, 2018. Indeed, not only has nothing been shared publicly, but the epidemic of sexual assaults at Massage Envy franchise locations persists**

78. **At bottom, Massage Envy and RAINN have lied. Either they have instituted policy changes as a result of the “end-to-end review” by RAINN and lied about releasing those changes to the public, or there was never an “end-to-end review” by RAINN at all and they lied about its existence.**

79. In fact, Massage Envy has recently acknowledged the true purpose of RAINN’s role within their corporation. Massage Envy now claims that RAINN was in fact retained in 2017 for the purpose of “providing legal advice and counsel to MEF about the legal risks and exposure related to current, threatened, and future litigation involving MEF with respect to inappropriate conduct allegations.” Massage Envy has also claimed that RAINN’s work was in fact “directed by” Massage Envy’s general counsel, aimed at minimizing “litigation risk,” and that they never

intended to release any aspect of RAINN's work to the public. While the truth and legitimacy of MEF's claims that RAINN was retained to assist legal counsel remains unproven, the real truth of the matter is that any statements made by Massage Envy and RAINN about sharing the implementation of RAINN's recommendations were simply false at the time they were being made. RAINN, according to Massage Envy, was in fact brought on to help fight against litigation, specifically sexual assault litigation, not to assess policies and recommend changes. There was never a time that MEF or RAINN truly contemplated releasing anything to the public as both organizations claimed.

80. At least according to Massage Envy, instead of honoring the statements made to the public, customers, and individuals like Plaintiff, RAINN, for a fee, instead agreed to aid Massage Envy in keeping secret the full and true scope of the epidemic of sexual assaults occurring at Massage Envy franchise locations across the nation while advising Massage Envy on strategies related to the defense of sexual assault lawsuits filed by sexual assault survivors simply seeking justice.

### **FACTUAL ALLEGATIONS**

81. On February 18, 2024, at approximately 5:30 PM, Jane Doe S.H. went to Massage Envy Morris Plains to obtain a one-hour full body massage.

82. At that time, Jane Doe S.H. had been a member of Massage Envy for approximately eight years and had received several massages at the Morris Plains location.

83. When Jane Doe S.H. arrived at Massage Envy Morris Plains, an individual named Ishmael (hereinafter "Ishmael") was assigned to massage her. This was Jane Doe S.H.'s first time being massaged by Ishmael.

84. At all times relevant hereto, Defendants authorized and/or entrusted Ishmael to have skin-to-skin contact with female customers and to be alone with them while the customers were undressed and in a vulnerable position. Ishmael was aided in his commission of the sexual assault described more fully above and below by virtue of his duties as a massage therapist because Jane Doe S.H. was already undressed in a private room in a vulnerable position per the protocol of massage clients at Massage Envy franchises, including, but not limited to, Massage Envy Morris Plains.

85. The sexual assault described herein occurred on a massage table, on the premises operated and/or controlled by Massage Envy Morris Plains and/or MEF.

86. The sexual assault of Jane Doe S.H. occurred during normal business hours of Massage Envy Morris Plains and occurred in the course and scope of the performance of duties of Ishmael while he was making skin-to-skin contact with female customers' bodies, including Jane Doe S.H.

87. At all times relevant herein, Ishmael was an employee, agent, and/or servant of Defendants Message Envy Massage Envy Morris Plains and/or MEF. Defendants, are liable for the harm to Jane Doe S.H. resulting from the conduct of their employee, agent and/or servant because Defendants knew or should have known their massage therapist's unfitness and propensities at the time of his hire and prior to his assault on Jane Doe S.H.

88. Plaintiff expressly repositied trust in Defendants Massage Envy Morris Plains and MEF that she would be kept safe and free from harm.

89. In any event, given that Plaintiff, like other massage customers, was going to receive a massage, while nude or semi-nude, in a darkened room, with a stranger of the opposite

sex who was actually recommended to Plaintiff, trust on the part of Plaintiff that she would be kept safe and free from harm was necessarily implied.

90. As a result of MEF brand recognition, Massage Envy spas, including Massage Envy Morris Plains, encourages customers like Plaintiff to repose special trust and confidence in both MEF and its franchise locations like Massage Envy Morris Plains.

91. Defendants MEF and Massage Envy Morris Plains represent themselves as experts in their field, and industry leaders especially when it comes to customer safety, thereby causing customers, including Plaintiff, to trust and rely on defendant MEF and Massage Envy Morris Plains to provide services that will keep them safe and free from harm.

92. S.H. entered the massage therapy room and removed all of her clothing then laid on the massage table under a cloth.

93. At the beginning of the massage, Jane Doe S.H. told Ishmael that she wanted him to stay away from her chest because she'd recently undergone a surgical procedure on her breast and had an injury in that area.

94. The massage began normally, until Ishmael began to focus on Jane Doe S.H.'s chest despite her request that he not massage that area. Ishmael told Jane Doe S.H. that he massages younger girls and made comments to her about not having shaved her legs, which made Jane Doe S.H. extremely uncomfortable. Eventually, Ishmael began to massage Jane Doe S.H.'s breasts. As Ishmael was massaging Jane Doe S.H.'s right upper thigh, the sexual assault escalated as he placed his elbow on her vagina over the cover and moved his elbow in an up-and-down motion over her vagina in an attempt to stimulate her. Ishmael then repeated this up-and-down motion with his elbow on Jane Doe S.H.'s vagina while he massaged her other thigh. Although Jane Doe S.H. was in complete shock and frozen with fear as the sexual assault was occurring, she was unable to tell



Ishmael to stop due to fear she would anger or upset Ishmael while she was lying naked in a dark room and alone with him. Ishmael then told Jane Doe S.H. that the massage session was completed and exited the treatment room.

95. Extremely traumatized, in shock by the violation that had just occurred, and feeling like she was in a trance, Jane Doe S.H. quickly dressed and left the room.

96. Upon arriving at home, Jane Doe S.H. immediately told her boyfriend about the sexual assault.

97. The same day, Jane Doe S.H. filled out a complaint form through Massage Envy's feedback website<sup>4</sup>. In the form, she stated that her masseuse touched her inappropriately and that she hoped the masseuse would no longer massage any other customers.

98. On February 19, 2024, Jane Doe S.H. received an email from a Massage Envy business manager, Nadira Ambrosino, in response to her online complaint. The email stated only that Ambrosino called her "to advise you on the steps we are taking regarding the email you sent about your session at the Morris Plains location. An investigation has been initiated and you will be contacted by a third party company to discuss your session."

99. Jane Doe S.H. promptly reported the sexual assault to Morris Plains Boro Police Department the same day, February 19, 2024.

100. As a result of the above-described conduct, Plaintiff has suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation and loss of enjoyment of life; was prevented and will continue to be prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life; has sustained and will continue to sustain loss of earnings and

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<sup>4</sup> Contact Us (inmoment.com). These customer feedback forms are sent by Massage Envy Morris Plains and MEF and are retained by both Massage Envy Morris Plains and MEF when they are completed and returned by customers.

earning capacity; and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy and counseling.

101. As a direct and proximate result of the failure of Massage Envy Morris Plains and MEF, by and through its own actions and the actions of its Regional Developers or Regional Directors, Ishmael was permitted to be hired at Massage Envy Morris Plains where he eventually sexually assaulted Plaintiff.

### **MESSAGE ENVY'S FAILURES AND STRATEGIES**

102. Defendant, Massage Envy, owed a duty to female customers, including, Plaintiff, to provide a reasonably safe environment for her, to ensure her safety, and to provide reasonably necessary supervision and oversight for her safety and welfare while at Massage Envy franchise locations, including Massage Envy Morris Plains. Massage Envy Morris Plains owed the same duty to female customers, including Plaintiff, at Massage Envy Morris Plains.

103. As set forth in this Complaint, Defendants failed to fulfill their legal duty to provide a reasonably safe environment for female customers at Massage Envy franchise locations, including Morris Plains ME, LLC d/b/a Massage Envy Spa Morris Plains.

104. Defendant, MEF, had a duty to take reasonable steps to ensure that massage therapists at Massage Envy franchise locations were psychologically fit to provide massage therapy services to female customers at their franchise locations, including Massage Envy Morris Plains. Defendant, Massage Envy Morris Plains, owed the same duty to female customers at Massage Envy Morris Plains.

105. As set forth in this Complaint, Defendant, MEF, failed to fulfill their legal duty to ensure that massage therapists were psychologically fit to provide massage therapy services to female customers at their franchise locations, including Massage Envy Morris Plains. Defendant,

Massage Envy Morris Plains, failed to provide the same duty to female customers at Massage Envy Morris Plains.

106. As a result, upon information and belief, numerous women nationwide, including throughout the State of New Jersey, have been sexually assaulted by massage therapists at Massage Envy franchise locations and Defendants did not report these assaults to police or to other public authorities, including, but not limited to, assault(s) pertaining to Ishmael.

107. As a result of Defendants' negligent, careless, reckless, and intentional acts and omissions, numerous women, including Plaintiff, were sexually assaulted by depraved predators who exploited their position as massage therapists to violate innocent and unsuspecting women.

108. As set forth in this Complaint, Defendants failed to take reasonable steps to ensure that massage therapists at Massage Envy locations, including Massage Envy Morris Plains, were psychologically fit to provide massage therapy services to unsuspecting, vulnerable female customers. As a direct result of Defendants' tortious acts and omissions, Plaintiff suffered the injuries set forth in this Complaint.

109. In fact, Defendants knowingly permitted massage therapists to be employed, retained, rehired, and/or assigned who they knew and/or had reason to know, were psychologically unfit to provide massage therapy services to unsuspecting, vulnerable female customers. As a direct result of Defendants' acts, Plaintiff suffered the injuries set forth in this Complaint.

110. Defendants employed, retained, transferred, re-hired and/or assigned massage therapists who it knew or should have known were sexual predators and/or mentally ill.

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

- a. Failure to investigate the backgrounds of massage therapists in the employ or service of the Defendants;
- b. Failure to prohibit, restrict, or limit the activities of massage therapists suspected of sexual assault and/or those known to be sexual predators;
- c. Failure to reasonably and properly investigate allegations of sexual assault;
- d. Failure to properly train and instruct investigators;
- e. Failure to have in place standards of acceptable and unacceptable conduct;
- f. Failure to formulate, effectuate, and enforce policies to prevent and/or minimize the risk of sexual assaults to female customers by agents, servants, and/or employees of the Defendants;
- g. Failure to designate competent investigators to evaluate complaints of sexual assault;
- h. Failure to have in place standards for reporting acts of sexual misconduct to law enforcement authorities; and
- i. Failure to have in place standards for reporting acts of sexual misconduct to public officials and/or state massage therapy boards.

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

113. Defendants had a duty to take reasonable steps to supervise the actions of their massage therapists while providing services to female customers at Massage Envy franchises.

114. Defendants failed to take reasonable steps to ensure that Ishmael was psychologically fit to provide massage therapy services to female customers at Massage Envy franchise locations, including, Massage Envy Morris Plains, after the Defendants knew, and/or should have known, of the dangers posed by Ishmael. As a direct result of the Defendants' acts, Plaintiff suffered the injuries set forth in this Complaint.

115. Defendants' wrongdoing, however, did not stop there. Upon information and belief, Defendants employed deliberate strategies to conceal known sexual assaults by massage therapists in the employ or service of Defendants. These strategies included the following:

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

116. Defendants outrageously employed these strategies knowing that they exposed female customers, including Plaintiff, to a significant risk of serious physical and psychological harm, including a significant risk of sexual assault. Defendants' actions were willful, malicious, wanton, outrageous, abhorrent, abominable, revolting, vile, and unconscionable because Defendants were motivated by a desire to protect themselves at the expense of female customers who would foreseeably be sexually assaulted.

**CAUSES OF ACTION**

**COUNT I - NEGLIGENCE**  
**PLAINTIFF v. MASSAGE ENVY FRANCHISING, LLC**

117. Plaintiff incorporates the averments of the preceding paragraphs as if each was set forth herein at length.

118. Defendant, by and through their agents, servants and employees, knew or reasonably should have known of Ishmael's dangerous and exploitive propensities and/or that Ishmael was an unfit agent. It was foreseeable that if Defendant did not adequately exercise or provide the duty of care owed to female customers in their care, including Plaintiff, they would be vulnerable to sexual assaults by massage therapists, including Ishmael.

119. Prior to the sexual assault of Plaintiff, as set forth in this Complaint, Defendant knew that there were more than 180 allegations of sexual assaults by Massage Envy therapists occurring across the country.

120. Defendant knew, and/or should have known, that those individuals who had sexually assaulted female customers, including Ishmael, were likely to commit further acts of sexual assault.

121. Defendant owed to the public in general, and to Plaintiff in particular, a duty to reasonably identify, remove, and/or report (to law enforcement authorities and/or to state massage therapy boards) individuals who it knew, or should have known, were sexual predators in its service and employ.

122. Defendant owed to the public in general, and to Plaintiff in particular, a duty to reasonably supervise and/or monitor individuals who it knew, or should have known, were sexual predators in its service and employ.

123. Having been in the care of Defendant at the time under circumstances such as to deprive Plaintiff of her entitlement to safe care and protection, the Defendant owed to Plaintiff a duty to aid and/or protect her and to control the actions of third parties, as set forth in Restatement (Second) of Torts §§ 314A(4), 315.

124. Having been in the care of Defendant at the time under circumstances such as to deprive Plaintiff of her normal opportunities for protection, the Defendant owed to Plaintiff a duty to control the acts of its agents, servants, and/or employees.

125. At all times relevant hereto, Defendant did not have in place (or failed to enforce) adequate, reasonable, and necessary rules, regulations, policies, and procedures which could effectively identify (and deal with) sexual predators.

126. Despite actual knowledge of multiple instances in which sexual predators were employed, transferred, re-hired and/or assigned to positions within Massage Envy franchise locations and despite the foreseeable risk that said sexual predators would engage in repeated acts of sexual perversion and assault, Defendant did not have in place (or failed to enforce) adequate, reasonable, and necessary rules, regulations, policies, and procedures which could effectively identify, and deal with sexual predators.

127. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures for the removal of sexual predators in the employ and/or service of Defendant.

128. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures which provided for the reporting to criminal authorities sexual predators in the employ and/or service of Defendant.

129. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures which provided for the reporting to state boards of massage therapy the presence of sexual predators in the employ and/or service of Defendant.

130. As set forth in this Complaint, Defendant failed to fulfill its legal duty to protect Plaintiff and other female customers from the depraved and vile acts of its massage therapists, including Ishmael.

131. As set forth in this Complaint, Defendant failed to take reasonable steps to ensure that massage therapists at Massage Envy franchise locations were psychologically fit to provide massage therapy services to female customers. These failures included the following:

- a. Failure to investigate the background of massage therapists in its employ or service;
- b. Failure to prohibit, restrict, or limit the activities of massage therapists suspected of sexual assault and/or those known to be sexual predators;
- c. Failure to reasonably and properly investigate allegations of sexual assault;
- d. Failure to properly train and instruct investigators;
- e. Failure to have in place standards of acceptable and unacceptable conduct;
- f. Failure to designate competent investigators to evaluate complaints of sexual assault;
- g. Failure to have in place standards for reporting acts of sexual misconduct to law enforcement authorities and/or state boards of massage therapy; and
- h. Failure to maintain a reasonably safe and secure premises free from dangerous conditions.



132. Moreover, the negligent, reckless, intentional, outrageous, deliberately and recklessly indifferent and unlawful conduct of Defendant, as set forth above and herein, further consisted of:

- a. permitting massage therapists, including Ishmael, to sexually assault female customers, including Plaintiff;
- b. permitting massage therapists, including Ishmael, to engage in illegal sexual conduct with female customers, including Plaintiff, on the premises of Massage Envy franchise locations, including Massage Envy Morris Plains, during operating hours;
- c. permitting Ishmael to violate New Jersey criminal statutes N.J.S.A. 2C:14-2 and 2C:14-3;
- d. failing to properly and adequately supervise and discipline its employees to prevent the sexual assault that occurred to Plaintiff;
- e. failing to adopt, enforce and/or follow adequate policies and procedures for the protection and reasonable supervision of female customers who engaged the services of Defendant, including Plaintiff, and, in the alternative, failing to implement and comply with such procedures which had been adopted;
- f. failing to implement, enforce and/or follow adequate protective and supervisory measures for the protection of female customers, including Plaintiff;
- g. creating an environment that facilitated sexual assault by Ishmael on Plaintiff;
- h. failing to adopt, enforce and/or follow policies and procedures to protect female customers against harmful contact by its massage therapists, including Ishmael;
- i. breaching the duties imposed by Restatement (Second) of Torts, § 324A, as adopted in New Jersey;
- j. failing to warn Plaintiff of the risk of harm posed by Ishmael after Defendant knew or should have known of such risk;
- k. violation of duties imposed by Restatement (Second) of Agency § 213 and Restatement (Second) of Torts § 317, as adopted in New Jersey;
- l. failing to warn Plaintiff of the risk of harm that Plaintiff may suffer as a result of contact with Ishmael;
- m. failing to warn or otherwise make reasonably safe the property which Defendant possessed and/or controlled, leading to the harm of Plaintiff;
- n. failing to adopt/implement and/or enforce policies and procedures for the reporting to law enforcement, state board of massage therapy and/or other authorities of sexual assaults by massage therapists;

- o. failing to report sexual assaults by massage therapists, including Ishmael, to authorities;
- p. violating its own policies and/or by-laws regarding sexual assaults by staff;
- q. failing to properly supervise and/or discipline its employees;
- r. failing to adequately and properly train its employees regarding sexual assaults of female customers by massage therapists; and
- s. negligently managing and/or operating Massage Envy franchise locations, including Massage Envy Morris Plains;
- t. failing to properly screen Ishmael or ensure that Ishmael was properly screened;

133. Defendant Massage Envy, having advertised and promoted itself as having a “zero tolerance” policy relating to sexual misconduct by massage therapists, explicitly and/or implicitly represented to the public in general, and to Plaintiff in particular, that the massage therapists, including Ishmael, in its employ and service were not only psychologically fit but were therapists who could be entrusted with the safety and well-being of female customers.

134. Defendant made these explicit and implied representations knowing that they were false and/or having reason to believe that they were false, and with the expectation that they would be relied upon by female customers making decisions regarding their engagement of massage/spa services.

135. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures with respect to the removal and/or supervision of individuals in its employ or service who were suspected of being sexual predators.

136. Defendant failed to reasonably identify, remove, and/or report (to law enforcement authorities and/or to state massage therapy boards) sexual predators in its service and employ.

137. Defendant failed to reasonably supervise and/or monitor individuals who it knew, or should have known, were sexual predators in its service and employ.

138. As a result of the above-described conduct, Plaintiff has suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation and loss of enjoyment of life; was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life; has sustained and will continue to sustain loss of earnings and earning capacity; and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy and counseling.

139. In the alternative, Defendants ABC, Inc. 1-10 (fictitious entities) and/or John Does 1-10 (fictitious persons), through its servants, agents, or employees, were negligent for the reasons outlined above and such violations directly and proximately caused Plaintiff's injuries and damages, also outlined above.

WHEREFORE, Plaintiff, Jane Doe S.H., demands judgment against Defendant, jointly and severally with all other defendants and individually and collectively for damages, interest, cost of suit, punitive damages and such other remedies as this Honorable Court deems equitable, just and proper.

**COUNT II-NEGLIGENCE**  
**PLAINTIFF v. DEFENDANT, MORRIS PLAINS ME, LLC d/b/a/ MASSAGE ENVY**  
**MORRIS PLAINS**

140. Plaintiff incorporates the averments of the preceding paragraphs as if each was set forth herein at length.

141. Defendant, by and through its agents, servants and employees, knew or reasonably should have known of Ishmael's dangerous and exploitive propensities and/or that Ishmael was an unfit agent. It was foreseeable that if Defendant did not adequately exercise or provide the duty of

care owed to female customers in their care, including, but not limited to Plaintiff, they would be vulnerable to sexual assaults by Ishmael.

142. Defendant owed to the public in general, and to Plaintiff in particular, a duty to reasonably identify, remove, and/or report (to law enforcement authorities and/or to state massage therapy boards) individuals who it knew, or should have known, were sexual predators in its service and employ, including Ishmael.

143. Defendant owed to the public in general, and to Plaintiff in particular, a duty to reasonably supervise and/or monitor individuals who it knew, or should have known, were sexual predators in its service and employ, including Ishmael.

144. Having been in the care of Defendant at the time under circumstances such as to deprive Plaintiff of her entitlement to safe care and protection, Defendant owed to Plaintiff a duty to aid and/or protect her and to control the actions of third parties, as set forth in Restatement (Second) of Torts §§ 314A(4), 315.

145. Having been in the care of Defendant at the time under circumstances such as to deprive Plaintiff of her normal opportunities for protection, the Defendant owed to Plaintiff a duty to control the acts of its agents, servants, and/or employees.

146. At all times relevant hereto, Defendant did not have in place (or failed to enforce) adequate, reasonable, and necessary rules, regulations, policies, and procedures which could effectively identify (and deal with) sexual predators.

147. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures for the removal of sexual predators in the employ and/or service of Defendant, including Ishmael.

148. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures which provided for the reporting to criminal authorities sexual predators, including Ishmael, in the employ and/or service of Defendant.

149. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures which provided for the reporting to the state board of massage therapy the presence of sexual predators, including Ishmael, in the employ and/or service of Defendant.

150. As set forth in this Complaint, Defendant failed to fulfill its legal duty to protect Plaintiff and other female customers from the depraved and vile acts of its massage therapist, Ishmael.

151. As set forth in this Complaint, Defendant failed to take the reasonable steps to ensure that massage therapists at Massage Envy Morris Plains were psychologically fit to provide massage therapy services to female customers. These failures included the following:

- a. Failure to investigate the background of massage therapists in its employ or service;
- b. Failure to prohibit, restrict, or limit the activities of massage therapists suspected of sexual assault and/or those known to be sexual predators;
- c. Failure to reasonably and properly investigate allegations of sexual assault;
- d. Failure to properly train and instruct investigators;
- e. Failure to have in place standards of acceptable and unacceptable conduct;
- f. Failure to designate competent investigators to evaluate complaints of sexual assault;
- g. Failure to have in place standards for reporting acts of sexual misconduct to law enforcement authorities and/or state boards of massage therapy; and

- h. Failure to maintain a reasonably safe and secure premises free from dangerous conditions.

Moreover, the negligent, reckless, intentional, outrageous, deliberately and recklessly indifferent and unlawful conduct of Defendant, as set forth above and herein, further consisted of:

- a. permitting Ishmael to sexually assault female customers, including Plaintiff;
- b. permitting Ishmael to engage in illegal sexual conduct with female customers, including Plaintiff, on the premises of Massage Envy Morris Plains, during operating hours;
- c. permitting Ishmael to violate New Jersey criminal statutes New Jersey criminal statutes N.J.S.A. 2C:14-2 and 2C:14-3;
- d. failing to properly and adequately supervise and discipline its employees to prevent the sexual assault that occurred to Plaintiff;
- e. failing to adopt, enforce and/or follow adequate policies and procedures for the protection and reasonable supervision of female customers who engaged the services of Defendant, including Plaintiff and, in the alternative, failing to implement and comply with such procedures which had been adopted;
- f. failing to implement, enforce and/or follow adequate protective and supervisory measures for the protection of female customers, including Plaintiff;
- g. creating an environment that facilitated sexual assault by Ishmael on Plaintiff;
- h. failing to adopt, enforce and/or follow policies and procedures to protect female customers against harmful contact by its massage therapists, including Ishmael;
- i. breaching the duties imposed by Restatement (Second) of Torts, § 324A, as adopted in New Jersey;
- j. failing to warn Plaintiff of the risk of harm posed by Ishmael after Defendant knew or should have known of such risk;
- k. violation of duties imposed by Restatement (Second) of Agency § 213 and Restatement (Second) of Torts § 317, as adopted in New Jersey;
- l. failing to warn Plaintiff of the risk of harm that Plaintiff may suffer as a result of contact with Ishmael;
- m. failing to warn or otherwise make reasonably safe the property which Defendant possessed and/or controlled, leading to the harm of Plaintiff;
- n. failing to adopt/implement and/or enforce policies and procedures for the reporting to law enforcement, the state board of massage therapy and/or other authorities of sexual assaults by massage therapists, including Ishmael;

- o. failing to report sexual assaults by massage therapists, including Ishmael, to authorities;
- p. violating its own policies and/or by-laws regarding sexual assaults by staff;
- q. failing to properly supervise and/or discipline its employees;
- r. failing to adequately and properly train its employees regarding sexual assaults of female customers by massage therapists; and
- s. negligently managing and/or operating Massage Envy Morris Plains;
- t. failing to properly screen Ishmael or ensure that Ishmael was properly screened;

152. Defendant explicitly and/or implicitly represented to the public in general, and to Plaintiff in particular, that the massage therapists, including Ishmael, in its employ and service were not only psychologically fit but were therapists who could be entrusted with the safety and well-being of female customers.

153. Defendant made these explicit and implied representations knowing that they were false and/or having reason to believe that they were false, and with the expectation that they would be relied upon by female customers making decisions regarding their engagement of massage/spa services.

154. At all times relevant hereto, Defendant did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures with respect to the removal and/or supervision of individuals in its employ or service who were suspected of being sexual predators.

155. Defendant failed to reasonably identify, remove, and/or report (to law enforcement authorities and/or to the state massage therapy board) sexual predators in its service and employ.

156. Defendant failed to reasonably supervise and/or monitor individuals who it knew, or should have known, were sexual predators in its service and employ.

157. Defendant negligently, carelessly, and/or intentionally failed to timely and reasonably identify, remove, and/or report (to law enforcement authorities and/or to state boards of massage therapy) Ishmael as a sexual predator.

158. As a result of the above-described conduct Plaintiff has suffered and continues to suffer great pain of mind and body, shock, emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace, humiliation and loss of enjoyment of life; was prevented and will continue to be prevented from performing Plaintiff's daily activities and obtaining the full enjoyment of life; has sustained and will continue to sustain loss of earnings and earning capacity; and/or has incurred and will continue to incur expenses for medical and psychological treatment, therapy and counseling.

159. In the alternative, Defendants ABC, Inc. 1-10 (fictitious entities) and/or John Does 1-10 (fictitious persons), through its servants, agents, or employees, were negligent for the reasons outlined above and such violations directly and proximately caused Plaintiff's injuries and damages, also outlined above.

WHEREFORE, Plaintiff, Jane Doe S.H., demands judgment against Defendant, jointly and severally with all other defendants and individually and collectively for damages, interest, cost of suit, punitive damages and such other remedies as this Honorable Court deems equitable, just and proper.

**COUNT III- NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**  
**PLAINTIFF v. ALL DEFENDANTS**

160. Plaintiff incorporates the averments of the preceding paragraphs as if each was set forth herein at length.

161. Defendants, by and through their contact with Plaintiff, as described above, negligently and/or recklessly committed multiple acts of extreme and outrageous conduct which



caused severe emotional, psychological, and psychiatric injuries, distress, and harm to Plaintiff, which also manifested in physical injuries to Plaintiff as set forth above in an extreme, outrageous and harmful manner.

162. In the alternative, Defendants ABC, Inc. 1-10 (fictitious entities) and/or John Does 1-10 (fictitious persons), through its servants, agents, or employees, were negligent for the reasons outlined above and such violations directly and proximately caused Plaintiff's injuries and damages, also outlined above.

WHEREFORE, Plaintiff, Jane Doe S.H., demands judgment against Defendants, jointly and severally with all other defendants and individually and collectively for damages, interest, cost of suit, punitive damages and such other remedies as this Honorable Court deems equitable, just and proper.

**COUNT IV - NEGLIGENT MISREPRESENTATION**  
**PLAINTIFF v. ALL DEFENDANTS**

163. Plaintiff incorporates the averments of the preceding paragraphs as if each was set forth herein at length.

164. Defendants negligently misrepresented material facts to Plaintiff, namely that Ishmael was fit to render adequate, competent and appropriate massage therapy services to Plaintiff and that Ishmael was not dangerous to Plaintiff.

165. Defendants made these misrepresentations under circumstances and at a time when they knew or should have known of the falsity of these representations.

166. Defendants made these representations with a reckless disregard for the truth or falsity of such statements and/or with an intent to induce Plaintiff to act on the representations, which, in turn, exposed Plaintiff to harm.

167. Plaintiff's justifiable reliance on Defendants' misrepresentations resulted directly

in injury to Plaintiff as described above and such injuries and damages were legally caused by the justifiable reliance upon Defendants' misrepresentations.

168. Specifically, Defendants made the following representations to Plaintiff:

- "Male/female genitalia and women's breasts will not be exposed or massaged at any time."
- "To the best of the Franchisee's knowledge, only professional massage therapists and estheticians who comply with state, city, and/or local licensing or certification requirements are hired by the Franchisee."
- "Inappropriate or illegal behavior by clients or staff will not be tolerated in any manner."

169. Defendants made these representation to Plaintiff in her Wellness Agreement as well as various other forms that Plaintiff was presented prior to massage sessions.

170. The Wellness Agreement and the forms presented to Plaintiff prior to services were authored and controlled by Defendant MEF.

171. Defendants made these representations despite knowing they are false.

172. Defendants knew these representations were false generally as a result of their knowledge of the epidemic of sexual assaults occurring at Massage Envy spas throughout the United States.

173. Defendants knew these representations were false specifically with regard to Ishmael because Defendants knew Ishmael was not a safe or professional massage therapist.

174. In the alternative, Defendants ABC, Inc. 1-10 (fictitious entities) and/or John Does 1-10 (fictitious persons), through its servants, agents, or employees, were negligent for the reasons outlined above and such violations directly and proximately caused Plaintiff's injuries and damages, also outlined above.

WHEREFORE, Plaintiff, Jane Doe S.H., demands judgment against Defendants, jointly and severally with all other defendants and individually and collectively for damages, interest, cost

of suit, punitive damages and such other remedies as this Honorable Court deems equitable, just and proper.

**COUNT V - VIOLATION OF NEW JERSEY CONSUMER  
FRAUD ACT, N.J.S.A. § 56:8-1  
PLAINTIFF v. ALL DEFENDANTS**

175. Plaintiff incorporates the averments of the preceding paragraphs as if each was set forth herein at length.

176. Defendants' business acts and practices alleged herein constitute unconscionable commercial practice, and/or deception, and/or fraud, and/or false pretense, and/or false promise, and/or misrepresentation, and/or the knowing concealment, suppression, or omission of material facts under the New Jersey Consumer Fraud Act, § 56:8-1, *et seq.* (hereinafter "NJCFA").

177. At all relevant times, the New Jersey Plaintiff was a "person" within the meaning of the NJCFA. N.J.S.A. §§ 56:8-1 and 56:8-2.

178. Defendants' conduct, as set forth herein, constitutes an "advertisement" or "sale" within the meaning of the of the NJCFA. N.J.S.A. §§ 56:8-1 and 56:8-2.

179. The practices of Defendants, described above, violate the NJCFA for, *inter alia*, one or more of the following reasons:

- a. Defendants engaged in unconscionable commercial practices in failing to reveal material facts and information about their knowledge and/or number of incidents and/or allegations of sexual assault or exploitation by massage therapists at Massage Envy franchise locations and/or dangers associated with their massage therapists, which did, or tended to, mislead Plaintiff about facts that could not reasonably be known by the consumer;
- b. Defendants caused Plaintiff to suffer a probability of confusion and a misunderstanding of legal rights, obligations, and/or remedies by and through its conduct;

180. Defendants' actions impact the public interest because Plaintiff was injured in exactly the same way as thousands of others purchasing massages as a result of and pursuant to Defendants' generalized course of deception.

181. Had Plaintiff known of the defective nature of Defendants' business, employees and/or agents, namely, the number of incidents or allegations of sexual assaults or exploitation of Massage Envy customers by Massage Envy massage therapists and/or Massage Envy's policies concerning reporting of same, they would not have purchased massages at Massage Envy.

182. Specifically, Defendants made the following representations to Plaintiff:

- "Male/female genitalia and women's breasts will not be exposed or massaged at any time."
- "To the best of the Franchisee's knowledge, only professional massage therapists and estheticians who comply with state, city, and/or local licensing or certification requirements are hired by the Franchisee."
- "Inappropriate or illegal behavior by clients or staff will not be tolerated in any manner."

183. Defendants made these representations to Plaintiff in her Wellness Agreement as well as various other forms that Plaintiff was presented prior to massage sessions.

184. The Wellness Agreement and the forms presented to Plaintiff prior to services were authored and controlled by Defendant MEF.

185. Defendants made these representations despite knowing they are false.

186. Defendants knew these representations were false generally as a result of their knowledge of the epidemic of sexual assaults occurring at Massage Envy spas throughout the United States.

187. Defendants knew these representations were false specifically with regard to Ishmael because Defendants knew Ishmael was not a safe or professional massage therapist.

188. The foregoing acts, omissions and practices proximately caused New Jersey

Plaintiff to suffer actual damages in the form of, *inter alia*, paying for massages where she was sexually assaulted or exploited by Massage Envy a massage therapist, and is entitled to recover such damages, together with all other appropriate damages, attorneys' fees and costs of suit.

189. In the alternative, Defendants ABC, Inc. 1-10 (fictitious entities) and/or John Does 1-10 (fictitious persons), through its servants, agents, or employees, engaged in the foregoing acts, omissions and practices and proximately caused New Jersey Plaintiff to suffer actual damages in the form of, *inter alia*, paying for massages where she was sexually assaulted or exploited by a Massage Envy massage therapist, and is entitled to recover such damages, together with all other appropriate damages, attorneys' fees and costs of suit.

WHEREFORE, Plaintiff, Jane Doe S.H., demands judgment against Defendants, jointly and severally with all other defendants and individually and collectively for damages, interest, cost of suit, punitive damages and such other remedies as this Honorable Court deems equitable, just and proper.

**COUNT VI - FRAUDULENT CONCEALMENT**  
**PLAINTIFF v. ALL DEFENDANTS**

190. Plaintiff incorporates the averments of the preceding paragraphs as if each was set forth herein at length.

191. As set forth above, Defendants concealed and/or suppressed material facts concerning the safety of their customers. Defendants knew that employees and/or agents, namely, massage therapists at franchise locations, were sexually assaulting and exploiting customers, but Defendants concealed those material facts. Defendants recklessly assigned these sexual predators masked as massage therapists to consumers in the United States, even though Defendants knew, or should have known, at the time of the scheduling of appointments, that employees and/or agents were sexually assaulting and/or exploiting customers. Plaintiff had no knowledge of these issues

at the time that she scheduled/attended her massages at Massage Envy or purchased services at Massage Envy franchise locations.

192. Defendants made material omissions and/or affirmative misrepresentations regarding the safety of their business, employees and/or agents in massaging customers, including Plaintiff.

193. Defendants each knew these representations were false when they were made.

194. Defendants intended for customers, including Plaintiff, to rely on their representations and/or omissions.

195. Plaintiff, in fact relying on the false representations, purchased massages that were, in fact, defective, unsafe, and unreliable, because Defendants knew their employees and/or agents were sexually assaulting customers yet, concealed this information from the public, including Plaintiff.

196. Defendants had a duty to disclose these safety issues to Plaintiff, the public, and the New Jersey Board of Massage and Bodywork Therapy, but failed to do so.

197. Defendants had a duty to disclose the true facts about the safety of its business and customers because Defendants had superior knowledge and access to those facts, and the facts were not known to or reasonably discoverable to Plaintiff. Defendants knew that Plaintiff had no knowledge of Defendants' massage therapists sexually assaulting and exploiting customers and dangers within their company that may result in sexual assaults or exploitation by massage therapists, and Plaintiff did not have an equal opportunity to discover the facts to inform her of those defects. Indeed, Plaintiff trusted Defendants not to sell her massage services that were dangerous, criminal, and defective or that violated New Jersey law.

198. Specifically, Defendants made the following representations to Plaintiff:

- “Male/female genitalia and women’s breasts will not be exposed or massaged at any time.”
- “To the best of the Franchisee’s knowledge, only professional massage therapists and estheticians who comply with state, city, and/or local licensing or certification requirements are hired by the Franchisee.”
- “Inappropriate or illegal behavior by clients or staff will not be tolerated in any manner.”

199. Defendants made these representations to Plaintiff in her Wellness Agreement as well as various other forms that Plaintiff was presented prior to massage sessions.

200. The Wellness Agreement and the forms presented to Plaintiff prior to services were authored and controlled by Defendant MEF.

201. Defendants made these representations despite knowing they are false.

202. Defendants knew these representations were false generally as a result of their knowledge of the epidemic of sexual assaults occurring at Massage Envy spas throughout the United States.

203. Defendants knew these representations were false specifically with regard to Ishmael because Defendants knew Ishmael was not a safe or professional massage therapist.

204. Defendants had a duty to disclose to Plaintiff that the massage services were defective, unsafe, and dangerous because Plaintiff relied on Defendants’ representations that Plaintiff would be safe during the massages that she purchased. Defendants had a duty to disclose to Plaintiff Ishmael’s history of misconduct.

205. The aforementioned concealment was material, because if it had been disclosed, Plaintiff would not have bought massage services at Massage Envy.

206. The aforementioned representations were also material because they were facts that would typically be relied on by a person purchasing massage services. Defendants each knew or recklessly disregarded that their representations and/or statements on the safety of the Plaintiff and general public were false.

207. By misrepresenting and/or failing to disclose these material facts, Defendants intended to induce Plaintiff to purchase massages at Massage Envy.

208. In the alternative, Defendants ABC, Inc. 1-10 (fictitious entities) and/or John Does 1-10 (fictitious persons), through its servants, agents, or employees, engaged in the foregoing acts, omissions and practices and intended to induce Plaintiff to purchase massages at Massage Envy.

WHEREFORE, Plaintiff, Jane Doe S.H., demands judgment against Defendants, jointly and severally with all other defendants and individually and collectively for damages, interest, cost of suit, punitive damages and such other remedies as this Honorable Court deems equitable, just and proper.

**COUNT XII – CIVIL CONSPIRACY**  
**PLAINTIFF v. ALL DEFENDANTS**

209. Plaintiff incorporates the averments of the preceding paragraphs as if each was set forth herein at length.

210. As outlined above and upon information and belief, Defendants knowingly and willfully conspired and agreed among themselves to misrepresent to and conceal from the public and its customers, including, but not limited to Plaintiff, incidents and allegations of massage therapists sexually assaulting and exploiting customers at franchise locations and/or that there was a danger to all of Defendants' customers that there was a problem of women being sexually assaulted at their Massage Envy franchise locations by its massage therapists. This conspiracy continues to this day.

211. Defendant Massage Envy, and other defendants named herein, and other Massage Envy franchisees, conspired to keep incidents and allegations of massage therapists sexually assaulting and exploiting customers at franchise locations and/or that there was a danger to customers of being sexually assaulted at its franchise locations by massage therapists from the



public and its customers, including, but not limited to Plaintiff. Instead of informing the public, Plaintiff and/or all of Defendants' customers about the number of incidents/allegations of and/or problems of customers being sexually assaulted at its franchise locations by massage therapists, Defendant Massage Envy, and other defendants named herein, and other Massage Envy franchisees intentionally and falsely told Plaintiff and all of Defendants' customers that safety is at the core of their company's mission, that it has a zero tolerance policy towards sexual assaults committed by their massage therapists, that they protect their customers, that they carefully select and thoroughly train their massage therapists, that they are dedicated to providing a comfortable and professional environment, that Plaintiff and all of Defendants' customers can be confident they will have a positive experience, that they bring joy into Plaintiff and all of Defendants' customers' lives, and that they make the best of everybody, among other intentionally false statements to Plaintiff and all of Defendants' customers.

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

213. All of the actions of Defendants set forth in the preceding paragraphs were in violation of the rights of Plaintiff and committed in furtherance of the aforementioned conspiracies and agreements. Moreover, each of the aforementioned Defendants lent aid and encouragement and knowingly financed, ratified and adopted the acts of the other. As a proximate result of the wrongful acts herein alleged, Plaintiff has suffered significant damage as outlined above.

214. These acts constituted malicious conduct which was carried on by said Defendants

with willful and conscious disregard for Plaintiff's rights with the intention of willfully concealing incidents of sexual assault and exploitation by Massage Envy therapists on customers and/or the problem of customers being sexually assaulted or exploited at its franchise locations by massage therapists and was despicable conduct that subjected Plaintiff to cruel and unjust hardship so as to justify an award of exemplary and punitive damages. Accordingly, punitive damages should be awarded against Defendants to punish them and deter other such persons from committing such wrongful and malicious acts in the future.

215. In the alternative, Defendants ABC, Inc. 1-10 (fictitious entities) and/or John Does 1-10 (fictitious persons), through its servants, agents, or employees, engaged in the foregoing acts, omissions and practices and intended to induce Plaintiff to purchase massages at Massage Envy.

WHEREFORE, Plaintiff, Jane Doe S.H., demands judgment against Defendants, jointly and severally with all other defendants and individually and collectively for damages, interest, cost of suit, punitive damages and such other remedies as this Honorable Court deems equitable, just and proper.

**LAFFEY, BUCCI, D'ANDREA,  
REICH & RYAN, LLP**



BY: \_\_\_\_\_  
M. Stewart Ryan, Esquire  
*Attorneys for Plaintiff, Jane Doe S.H.*

**HOROWITZ LAW**



BY: \_\_\_\_\_  
Alexandra D. Slater, Esquire

*Attorneys for Plaintiff, Jane Doe S.H.*

DATED: October 31, 2024

**JURY DEMAND**

Plaintiff hereby demand a trial by jury as to all issues.

**DEMAND FOR COMPLIANCE WITH  
N.J. COURT RULES 1:5-1(a) AND 4:17-4(c)**

TAKE NOTICE that the undersigned attorney, counsel for Plaintiff, hereby demands, pursuant to the provisions of R.1:5-1(a) and 4:17-4(c), that each party serving pleadings or interrogatories and receiving responses thereto shall serve copies of all such pleadings, interrogatories, and responses thereto upon the undersigned, and further

TAKE NOTICE that this is a continuing demand.

**DESIGNATION OF TRIAL COUNSEL**

M. Stewart Ryan, Esquire and Alexandra D. Slater, Esquire are hereby designated trial counsel for Plaintiff, Jane Doe S.H.

**DEMAND FOR DISCOVERY OF INSURANCE COVERAGE**

Pursuant to New Jersey Court Rule 4:10-2(b) demand is made that defendant(s) disclose to plaintiff's attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide plaintiff's attorney with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe and umbrella policies.

**DEMAND FOR ANSWERS TO INTERROGATORIES**

Demand is hereby made for fully responsive answers to Form C Interrogatories appearing in Appendix II to the Rules of Court.

**RULE 4:5-1 CERTIFICATION**

I, M. Stewart Ryan, of full age, do certify that I am the attorney for the plaintiff herein and that to my knowledge there are no other actions or arbitrations pending as a result of the incidents described in the foregoing Complaint.

**LAFFEY, BUCCI, D'ANDREA,  
REICH & RYAN, LLP**



BY: \_\_\_\_\_

M. Stewart Ryan, Esquire  
*Attorneys for Plaintiff, Jane Doe S.H.*

DATED: October 31, 2024



# Civil Case Information Statement

## Case Details: MORRIS | Civil Part Docket# L-002126-24

**Case Caption:** DOE S.H. JANE VS MASSAGE ENVY  
FRANCHI SING, LLC

**Case Initiation Date:** 10/31/2024

**Attorney Name:** M STEWART RYAN

**Firm Name:** LAFFEY BUCCI D'ANDREA REICH & RYAN  
LLC

**Address:** 1100 LUDLOW ST STE 300  
PHILADELPHIA PA 19107

**Phone:** 2035307516

**Name of Party:** PLAINTIFF : Doe S.H., Jane

**Name of Defendant's Primary Insurance Company**  
(if known): None

**Case Type:** ASSAULT AND BATTERY

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 12 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** YES

**Does this case involve claims related to COVID-19?** NO

**Are sexual abuse claims alleged by: Jane Doe S.H.?** YES

**Plaintiff's date of birth:** 02/27/1986

**Est. date of first incident of abuse:** 02/18/2024

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category: Putative Class Action?** NO **Title 59?** NO **Consumer Fraud?** NO  
**Medical Debt Claim?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

10/31/2024  
Dated

/s/ M STEWART RYAN  
Signed

