

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Daniel Murphy

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8 Attorney for Plaintiff
9 BETH BOGAERTS, an individual,

10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

12 BETH BOGAERTS, an individual,
13
14 Plaintiff,

Case No.: **20STCV10636**

15 vs.

COMPLAINT

16 THOMAS SCHOENBERGER, an
17 individual, TREVOR FITZGIBBON, an
18 individual, MANUEL CHAVEZ, an
19 individual, MICHAEL LEVINE, an
20 individual, and DOES 1 through 20,
21 inclusive,

1. FRAUD
2. NEGLIGENCE
3. PROMISSORY ESTOPPEL
4. BREACH OF CONTRACT
5. NEGLIGENT MISREPRESENTATION
6. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
7. EXTORTION IN VIOLATION OF PENAL CODE § 518, ET SEQ.
8. CIVIL HARASSMENT IN VIOLATION OF CODE OF CIVIL PROCEDURE § 527.6
9. DECLARATORY AND INJUNCTIVE RELIEF

22 Defendants.

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1 **COME NOW, PLAINTIFF, AND AVERS AND ALLEGES AGAINST DEFENDANTS**
2 **AND EACH OF THEM AS FOLLOWS:**

3 **JURISDICTION AND VENUE**

- 4 1. Pursuant to Code of Civil Procedure §§ 395 and 395.5, jurisdiction is proper in California
5 because the harms and obligations alleged herein occurred in this judicial district, and the
6 amount of Plaintiff's damages exceed the jurisdictional minimum of this Court.
7
- 8 2. This Court has personal jurisdiction over Defendants pursuant to Code of Civil Procedure
9 § 410.10. Defendants have manifested the malicious intent to target Plaintiff and her family
10 in this jurisdiction. Therefore, Plaintiff was directly impacted and injured by Defendants'
11 wrongful actions in Los Angeles County.
- 12 3. Venue is proper before this Court because, *inter alia*, Defendants reside and/or do business in
13 Los Angeles County, and/or each of the acts, events, occurrences, or transactions referred to
14 herein occurred in Los Angeles County, and/or had the proximate effect of causing damages
15 to Plaintiff therein.
16

17 **PARTIES**

- 18 4. Plaintiff Beth Bogaerts a/k/a Beth Blackburn ("Plaintiff") is, and at all times mentioned
19 herein, was an individual residing or doing business in the State of Texas.
- 20 5. Defendant Thomas Schoenberger ("Schoenberger") is, and at all times mentioned herein, was
21 an individual residing or doing business in Los Angeles, California.
- 22 6. Defendant Trevor Fitzgibbon ("Fitzgibbon") is, and at all times mentioned herein, was an
23 individual residing or doing business in Los Angeles, California.
- 24 7. Defendant Manuel Chavez ("Chavez") is, and at all times mentioned herein, was an individual
25 residing or doing business in Los Angeles, California.
- 26 8. Defendant Michael Levine ("Levine") is, and at all times mentioned herein, was an individual
27 residing or doing business in Los Angeles, California.
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1 9. The true names of Does 1 through 20, inclusive, are unknown to Plaintiff at this time. Plaintiff
2 sue those Doe Defendants (collectively “Defendants”) by such fictitious names pursuant to
3 Code of Civil Procedure § 474. Plaintiff is informed and believes, and based on that
4 information and belief alleges that each of the defendants designated as a Doe is legally
5 responsible for the events and happenings referred to in this Complaint, and unlawfully
6 caused the injuries and damages to Plaintiff.

7
8 10. Plaintiff is informed and believes, and based on that information and belief alleges that at all
9 times mentioned in this Complaint, Defendants were the principals, agents, co-conspirators,
10 and/or employees of their co-defendants, and in doing the things alleged in this complaint,
11 were acting within the course and scope of such agency and employment.

12 **COMMON FACTS AND GENERAL ALLEGATIONS**

13 11. On or about December 15, 2016, and May 25, 2017, Plaintiff met Defendants online when she
14 was contacted by them and offered to enter into a mutually-beneficial business transaction.

15 12. On or about October 3, 2017, after discussing the business model and related logistics,
16 Plaintiff and Defendants agreed to enter into the mutually-beneficial business transaction.

17 13. On or about October 3, 2017, Plaintiff and Defendants formed a legal entity called
18 ShadowBox Strategies, Inc. (“ShadowBox”) which was registered as a corporation in the
19 State of Delaware.
20

21 14. Plaintiff and Defendants designated the above-listed corporation’s principal place of business
22 at [REDACTED] 4.

23
24 15. On or about July 1, 2017, and continuing for several months thereafter, Plaintiff extended a
25 series of personal loans (collectively “Personal Loans”) towards Defendants Shoenberger,
26 Fitzgibbon, and Chavez.

27 16. Plaintiff made the Personal Loans towards Defendants with the condition to repay them upon
28 Plaintiff’s request or within a reasonable time.

- 1 17. Plaintiff extended a personal loan for the amount of Fifteen Thousand Seven-Hundred Thirty-
2 Nine Dollars and Forty-One Cents (\$15,739.41) towards Defendant Schoenberger.
- 3 18. Plaintiff extended a personal loan for the amount of Ten Thousand Eight-Hundred Ninety-
4 Nine Dollars and Ninety-Nine Cents (\$10,899.99) towards Defendant Fitzgibbon.
- 5 19. Plaintiff extended a personal loan for the amount of Four Hundred Ninety-Nine Dollars and
6 Nineteen Cents (\$499.19) towards Defendant Chavez.
- 7 20. Thus far, Defendants Schoenberger, Fitzgibbon, and Chavez have failed or refused to repay
8 their Personal Loans.
- 9 21. Defendants Schoenberger, Fitzgibbon, and Chavez had promised to repay the Personal Loans
10 towards Plaintiff. However, as stated hereinabove, they have not repaid any funds whatsoever.
- 11 22. In fact, on or about April 4, 2018, Defendant Fitzgibbon wrote an email to Plaintiff and
12 promised to repay her.
- 13 23. Defendant Schoenberger obtained additional funds Plaintiff with her consent which was
14 induced by a wrongful use of force or fear.
- 15 24. In fact, on or about June 6, 2018, Defendant Schoenberger falsely accused Plaintiff of having
16 sexual relations with him and threatened to inform Plaintiff's husband unless she paid him.
17 Moreover, Defendant Schoenberger threatened to post a video online about the so-called "love
18 affair" with Plaintiff unless she paid him.
- 19 25. Defendant Schoenberger sent approximately one hundred (100) emails towards Plaintiff in
20 order to force her to remit the funds or else he would not leave her alone.
- 21 26. Plaintiff repeatedly requested from Defendant Schoenberger to leave her alone and stop
22 making false accusations about having a love affair with her.
- 23 27. In response, on or about June 6, 2018, Defendant Schoenberger promised to leave Plaintiff
24 alone if she paid him money.
- 25
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1 28. Defendant Schoenberger stated that: “I am trying to clean this up and plan on repaying you.”

2 He also stated: “If I threaten you once ever again, you can say goodbye forever.”

3 29. Defendant Schoenberger stated that: “It’s a loan Beth.” I am not asking for a hand out. I

4 offered you 50% of a multi-million-dollar deal...”

5 30. As a result, Plaintiff remitted additional funds towards Defendant Schoenberger in order to

6 prevent him from spreading lies about her having an extramarital affair with him.

7 31. On or about March 26, 2019, Defendant Fitzgibbon settled a separate lawsuit that he had filed

8 against a third party and received approximately \$101,541 in consideration of settlement.

9 However, even though Defendant Fitzgibbon had promised to repay Plaintiff as soon as he

10 received the settlement funds, he did not offer to repay the Personal Loans at any time.

11 32. On or about February 6, 2020, Defendant Chavez (a/k/a “Defango”) posted several online

12 videos in order to annoy, harass, or intimate Plaintiff for no legitimate purpose.

13 33. Defendant Chavez has stated that he would “stop at nothing in the entire world to ruin

14 [Plaintiff’s] life, [Plaintiff’s] family’s life, [Plaintiff’s] husband’s life, and anyone that has

15 ever been known to [Plaintiff] ever...”

16 34. Defendant Chavez has posted the following videos: (1) <https://youtu.be/vXpITUpzW9Q>; (2)

17 <https://youtu.be/ppIMmWKTm8I>; and (3) https://youtu.be/kt_BSmm3ruo. Therein, Defendant

18 Chavez has intimidated, harassed, and threatened Plaintiff and her family members.

19 35. On or about May 9, 2018, Plaintiff and Defendant Levine registered a federal trademark for

20 CICADA 3301 (“Trademark”) with Serial Number 87913185 with respect to their business

21 operations.

22 36. On or about February 19, 2019, Plaintiff and Defendant Levine registered a federal service

23 mark for CICADA 3301 (“Service Mark-1”) with Registration Number 5,678,319 with

24 respect to their business operations.

1 37. On or about March 19, 2019, Plaintiff and Defendant Levine registered a federal service mark
2 for CICADA (“Service Mark-2”) with Registration Number 5,701,318 with respect to their
3 business operations.

4 38. On or about July 5, 2019, Plaintiff personally paid for the expenses to register the above-listed
5 Trademark or Service Marks out of her own pocket. However, Plaintiff was not reimbursed by
6 Defendants or the corporation for those expenses.

7 39. Defendants have made several false, derogatory, or threatening comments regarding Plaintiff.
8

9 40. Defendants and their cohorts have posted false, derogatory, or threatening comments about
10 Plaintiff on various websites, including, but not limited to, the following:

- 11 a. <https://twitter.com/PaxNomad/status/1215707246744616961?s=20>
12 <https://burners.me/2019/10/24/larp-wars-part-3-shadowbox>
13 b. [https://burners.me/2019/11/15/larpwars-part-4-was-fox-in-socks-doxxed-or-did-fox-doxx-
15 insocks](https://burners.me/2019/11/15/larpwars-part-4-was-fox-in-socks-doxxed-or-did-fox-doxx-
14 insocks)
16 c. <https://therealsamizdat.com/2019/10/24/cicada-files-marcus-wanner-speaks>
17 d. <https://jimmysllama.com/2020/01/10/15414/2>

18 41. Defendants and their cohorts have made threats towards Plaintiff and her family and falsely
19 accused her of engaging in misconduct. For example, they have threatened to kill Plaintiff or
20 urged her to kill herself. Therefore, Plaintiff has been terrified for herself and for her family
21 members as a result of Defendants’ threats. Plaintiff has suffered and continues to suffer from
22 emotional distress as a direct result of their threats.

23 **FIRST CAUSE OF ACTION**
24 **FRAUD**
25 **(Against All Defendants)**

26 42. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though fully
27 set forth herein.

28 43. Defendants represented to Plaintiff that a fact was true, including, but not limited to, their
promises to repay the Personal Loans upon Plaintiff’s request or within a reasonable time.

1 44. However, Defendants' representations were false. Defendants knew their representations were
2 false when they made them and/or they made the representations recklessly and without regard
3 for their truth.

4 45. Defendants intended that Plaintiff rely on their representations. Plaintiff reasonably relied on
5 Defendants' representations. Plaintiff's reliance on Defendants' representation was a
6 substantial factor in causing the harm.

7
8 46. Defendants made false representations to Plaintiff with the knowledge that they are untrue and
9 with the intention that Plaintiff acted in reliance on them. As a result, Plaintiff changed
10 position in reliance on Defendants' above-listed actions and was damaged by that change of
11 position.

12 **SECOND CAUSE OF ACTION**
13 **NEGLIGENCE**
14 **(Against All Defendants)**

15 47. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though fully
16 set forth herein.

17 48. Defendants had a duty towards Plaintiff to use reasonable care.

18 49. Defendants failed to use reasonable care to prevent harm towards Plaintiff.

19 50. Defendants breached this duty by engaging in the acts described herein.

20 51. Defendants' actions were the proximate or legal cause of the resulting injuries which were
21 foreseeable.

22
23 52. Defendants' breach of duty has caused Plaintiff's injuries. Defendants knew or should have
24 known that their conduct will cause damages towards Plaintiff.

25 53. Defendants were negligent by acting or by failing to act in a reasonable manner.

26 54. Defendants were negligent because they engaged in acts that reasonably prudent persons
27 would not engage in the same situation or failed to act as reasonably prudent persons in the
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1 same situation. Defendants' actions are in violation of Civil Code § 1714(a) and Penal Code
2 §§ 646.9 or 653m, and as such, Defendants should be held liable for their violations.

3 **THIRD CAUSE OF ACTION**
4 **PROMISSORY ESTOPPEL**
5 **(Against All Defendants)**

6 55. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though fully
7 set forth herein.

8 56. Defendants made clear and unambiguous promises to repay Plaintiff for the Personal Loans as
9 outlined hereinabove.

10 57. Defendants made clear and unambiguous promises that Plaintiff would be repaid for the
11 Personal Loans upon Plaintiff's request or within a reasonable time.

12 58. Defendants' promises, which they should reasonably expected to induce action or forbearance
13 on the part of Plaintiff, in fact did induce an action or forbearance, and are binding since
14 injustice can be avoided only by enforcement of their promises.

15 59. Plaintiff relied on Defendants' representations, statements, or promises.

16 60. In addition, such reliance was reasonable and foreseeable because any party would have relied
17 on Defendants' representations, statements, or promises under the circumstances.

18 61. However, Defendants neither carried out their representations, statements, or promises, nor
19 did they follow up with Plaintiff to provide other repayment options.

20 62. Plaintiff has been injured and continues to be injured by reliance on these representations,
21 statements, or promises as stated hereinabove.

22 **FOURTH CAUSE OF ACTION**
23 **BREACH OF CONTRACT**
24 **(Against All Defendants)**

25 63. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though fully
26 set forth herein.

27 64. Plaintiff and Defendants entered into valid and enforceable written and/or oral contracts with
28

1 respect to the Personal Loans.

2 65. Plaintiff did all, or substantially all, of the significant things that the contracts required her to
3 do or she was excused from doing those things.

4 66. In fact, all conditions required by the contracts for Defendants' performance had occurred.

5 67. Defendants failed to comply with the terms and conditions of the contracts, including, but not
6 limited to, repaying the Personal Loans towards Plaintiff.

7
8 68. Plaintiff was harmed and continues to be harmed by Defendants' failure to comply with the
9 terms and conditions of the contracts. Also, as a direct result of Defendants' actions, Plaintiff
10 has sustained financial damages and continues to suffer from financial damages.

11 **FIFTH CAUSE OF ACTION**
12 **NEGLIGENT MISREPRESENTATION**
13 **(Against All Defendants**

14 69. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though fully
15 set forth herein.

16 70. Defendants negligently misrepresented and concealed material information from Plaintiff that
17 is required by law and must be followed with precision to assure Plaintiff of having received
18 proper and timely information related to the aforesaid business transaction and Personal Loans.

19 71. Defendants negligently made false statements concerning the business transaction and/or
20 Personal Loans or negligently misrepresented facts which were not true.

21 72. Defendants did so with full knowledge that their representations were false, fraudulent, and
22 misrepresented the truth at the time of such representations were made to Plaintiff. As a result,
23 their statements were intentionally made with malice which caused Plaintiff to act upon to her
24 detriment.

25
26 73. Plaintiff believed she would receive correct and honest information under the circumstances.

27 74. In fact, the misrepresentations and omission of material fact caused Plaintiff to justifiably rely
28 upon Defendants' false statements and concealment of facts.

1 75. Defendants negligently misrepresented the facts, purposely lied about the aforesaid business
2 transaction and Personal Loans, and failed to provide proper disclosures.

3 76. Defendants have made false statements, engaged in misrepresentations, and absent the lies and
4 misrepresentations, Plaintiff would have taken other steps to avoid this legal action.

5 77. Defendants have made representations as to past and existing material facts, including, but not
6 limited to, repaying the Personal Loans to Plaintiff. However, their representations were untrue
7 because Plaintiff never received any repayments from them.
8

9 78. Defendants made the representations without reasonable ground for believing them to be true.
10 These representations were made with the intent to induce Plaintiff to rely upon them wherein
11 Plaintiff was unaware of their falsity. Plaintiff acted in reliance upon the truth of the
12 representations and was justified in relying upon them.

13 79. As a result of the reliance on the truth of the representations, Plaintiff has sustained and will
14 continue to sustain damages.
15

16 80. These misrepresentations were made knowingly or with reason to know that Plaintiff would
17 rely on them.

18 81. Defendants' actions were unlawful, willful, wanton, intentional, and with a callous and
19 reckless disregard of the statutory rights of Plaintiff, justifying an award of not only actual
20 compensatory damages, but also punitive damages to serve as a deterrent not only as to future
21 conduct of Defendants herein, but also to other persons or entities with similar inclinations.
22

23 82. Plaintiff was damaged by Defendants through their misrepresentations, fraud, misconducts,
24 and has suffered from substantial loss.

25 83. Plaintiff seeks recovery of attorney's fees, costs, and expenses incurred in the filing and
26 prosecution of this legal action.
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SIXTH CAUSE OF ACTION
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against All Defendants)

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3 84. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though fully
4 set forth herein.

5 85. Plaintiff and Defendants entered into written and/or oral agreements based upon the specific
6 terms and conditions.

7
8 86. Defendants failed or refused to adhere to their contractual obligations as stated herein.

9 87. Defendants failed or refused to adhere to the terms and conditions of their promises,
10 representations, and statements as stated herein.

11 88. Plaintiff, on the other hand, did all of those things that was required under the terms and
12 conditions of her contractual obligations.

13 89. Defendants unreasonably denied Plaintiff the benefits that were promised under the terms and
14 conditions of their contractual obligations by failing to comply with them.

15 90. Defendants' breaches were committed with willful and wanton disregard for whether or not
16 Plaintiff would actually receive in the transactions.

17 91. Defendants possessed full knowledge and information concerning the above-listed facts and
18 their promises, representations, and statements but disregarded Plaintiff's rights.

19 92. Defendants' placing of their profits over the rights of others is particularly vile, contemptible,
20 and wretched.

21 93. Defendants thereby acted with malice and complete indifference to and conscious disregard for
22 Plaintiff's rights.

23 94. Defendants' conduct was malicious, oppressive, and fraudulent.

24 95. As a result of Defendants' conduct, Plaintiff has suffered financial harm.

25 96. Plaintiff has incurred additional expenses and costs as a result of Defendants' conduct.
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1 97. Plaintiff is entitled to declaratory relief, all damages proximately caused by Defendants'
2 breach of the implied covenant of good faith and fair dealing as alleged herein, punitive
3 damages, pre-judgment interest, costs of suit, and other relief as the Court deems just and
4 proper.

5 **SEVENTH CAUSE OF ACTION**
6 **EXTORTION IN VIOLATION OF PENAL CODE § 518, ET SEQ.**
7 **(Against All Defendants)**

8 98. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though fully
9 set forth herein.

10 99. Defendants obtained Plaintiff's property or other consideration with Plaintiff's consent or by
11 inducing wrongful use of force or fear, or under color of official right.

12 100. Defendants induced fear upon Plaintiff by making the following threats: (1) to do an
13 unlawful injury to Plaintiff or her property; (2) to accuse Plaintiff, her relatives or family
14 members of a crime; (3) to expose or to impute to her a deformity, disgrace, or crime; and/or
15 (4) to expose a secret affecting Plaintiff.
16

17 101. Defendants should be punished for their actions pursuant to the applicable code, including,
18 but not limited to, Penal Code § 520, et seq.

19 **EIGHTH CAUSE OF ACTION**
20 **CIVIL HARASSMENT IN VIOLATION OF CODE OF CIVIL PROCEDURE § 527.6**
21 **(Against All Defendants)**

22 102. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though
23 fully set forth herein.

24 103. Defendants' wrongful conduct alleged hereinabove, although not directly threatening
25 violence, nevertheless was "a knowing and willful course of conduct directed at a specific
26 person that seriously alarms, annoys, or harasses the person and that serves no legitimate
27 purpose," thus constituting civil harassment under C.C.P. § 527.6(b) as well as misdemeanor
28 crime under Penal Code §§ 653m and 653.2. The "course of conduct [was] such as would

1 cause a reasonable person to suffer substantial emotional distress, and [did] actually cause
2 substantial emotional distress to the [Plaintiff]” as required by C.C.P. § 527.6(b).

3 104. As alleged hereinbelow, Plaintiff did, in fact, suffer substantial emotional distress as a
4 direct consequence of Defendants’ course of conduct.

5 105. As a direct and proximate consequence of Defendants’ harassment alleged herein, Plaintiff
6 has been generally, specially, and consequentially damaged in the amount to be established
7 according to evidence.

8
9 106. Under C.C.P. § 527.6(r), Plaintiff is entitled to an award of the attorney’s fees that Plaintiff
10 incurs to prosecute this legal action and to seek an injunction pursuant to C.C.P. § 527.6.

11 107. The civil harassment was committed willfully and intentionally, and by means of
12 oppression, fraud, and malice, and in conscious disregard of Plaintiff’s rights.

13 108. Plaintiff is entitled to an award of exemplary or punitive damages under Civil Code § 3294
14 in an amount to be established at trial to meaningfully punish Defendants and to thereby deter
15 similar conduct by them in the future. Also, punitive damages are especially appropriate in this
16 case because of Defendants’ past pattern of oppressive and harassing conduct.

17
18 109. Defendants’ harassment alleged herein, unless enjoined by a preliminary injunction order
19 and a permanent injunction judgment of this Honorable Court, or in the alternative, statutory
20 temporary restraining order and three-year injunction under C.C.P. § 527.6, will continue to
21 cause great and irreparable injury to Plaintiff.

22
23 110. As such, Plaintiff has no adequate remedy at law for injuries that Plaintiff is currently
24 suffering, and are threatened to be suffered from Defendants’ illegal conduct.

25 **NINTH CAUSE OF ACTION**
26 **DECLARATORY AND INJUNCTIVE RELIEF**
27 **(Against All Defendants)**

28 111. Plaintiff re-alleges and incorporates by reference the above-listed paragraphs as though
fully set forth herein.

1 112. The ongoing nature and damage resulting from Defendants' illegal actions are of such a
2 nature that Plaintiff is without an adequate legal remedy at law. Plaintiff has suffered and will
3 continue to suffer irreparable harm as a result of Defendants' acts. Unless enjoined by this
4 Honorable Court, Defendants will continue to cause irreparable harm towards Plaintiff.

5 113. An actual controversy has arisen and now exists between Plaintiff and Defendants
6 concerning their respective rights and duties. Therefore, a judicial declaration is necessary and
7 appropriate so the parties may ascertain their rights and duties under the applicable laws.
8

9 114. Defendants' wrongful acts are continuing and have caused and are causing irreparable
10 damages towards Plaintiff. Unless Plaintiff obtains declaratory relief from this Honorable
11 Court, and/or unless such conduct by Defendants is preliminarily and permanently enjoined,
12 Plaintiff will continue to suffer irreparable damages which will necessitate the filing of
13 multiple and/or successive lawsuits.
14

15 115. Plaintiff is entitled to injunctive relief pursuant to the applicable laws. Plaintiff is entitled
16 to a permanent injunction against Defendants to force them to comply with the applicable
17 laws and to enjoin Defendants from causing additional harm.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, jointly and
20 severally, as follows:

- 21 1. For monetary damages, in excess of the jurisdictional amount, or according to proof;
- 22 2. For compensatory, general, and monetary damages, past, present, and future in an amount to
23 fully compensate Plaintiff within the jurisdictional limits of this Court, according to proof;
- 24 3. For punitive and exemplary damages, as appropriate, according to proof;
- 25 4. For attorney's fees and costs, as appropriate, according to proof;
- 26 5. For incidental and/or consequential damages, as appropriate, past, present, and future,
27 according to proof;
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- 1 6. For pre-judgment and/or post-judgment interest;
- 2 7. For applicable statutory damages, past, present, and future, according to proof;
- 3 8. For applicable special damages, past, present, and future, according to proof;
- 4 9. For applicable economic damages, past, present, and future, according to proof;
- 5 10. For declaratory relief, and/or preliminary and permanent injunction prohibiting the conduct
- 6 and activities alleged herein; and
- 7
- 8 11. For such other and further relief as the Court deems just and equitable, and conforming to
- 9 proof at the time of trial.

10 **DEMAND FOR JURY TRIAL:** Plaintiff hereby demands a trial by jury of her peers to the
11 fullest extent allowed by law.

12 Dated: March 16, 2020

LAW OFFICES OF SALAR ATRIZADEH

14 By:



15 SALAR ATRIZADEH, ESQ.
16 Attorney for Plaintiff
17 BETH BOGAERTS
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VERIFICATION

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I, BETH BOGAERTS, the undersigned, certify and declare that I am the Plaintiff in this matter. I have read the foregoing Complaint and know and understand its contents thereof. The matters stated herein are true of my own knowledge and belief, except as to those matters alleged and/or stated on my information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on March 16, 2020, in Los Angeles, California.


BETH BOGAERTS