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GREENE BROILLET & WHEELER, LLP
LAWYERS
100 WILSHIRE BOULEVARD, SUITE 2100
P.O. BOX 2131
SANTA MONICA, CALIFORNIA 90407-2131
TEL. (310) 576-1200
FAX. (310) 576-1220

(SPACE BELOW FOR FILING STAMP ONLY)

MARK T. QUIGLEY, State Bar No. 123228
TOBIN M. LANZETTA, State Bar No. 228674
AARON L. OSTEN, State Bar No. 281315
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LIANNA SHAKHNAZARYAN, an individual
Plaintiff,

vs.

MIRAGE ENTERTAINMENT, INC., a
California Corporation, NEW PAYROLL
ASSOCIATES, LLC, a Delaware Limited
Liability Company, NEW C.A.P.S, LLC., a
Delaware Limited Liability Company,
WIKKED ENTERTAINMENT, INC., a
California Corporation, STELLA
BULOCHNIKOV, an individual, MARIAH
CAREY, an individual, N.Y.
ENTERTAINMENT. INC., a California
Corporation, ANTELO ROAD, LLC, a
California Limited Liability Company,
FRANKLIN VIEWS, LLC, a New York
Limited Liability Company, MAGIC CARPET
PRODUCTIONS, LLC, a New York Limited
Liability Company, MAROON
ENTERTAINMENT, INC., a New York
Corporation, MAROON FILMS, INC., a New
York Corporation, PAGE TURNER
PRODUCTIONS, INC., a New York
Corporation, VISION OF LOVE SONGS,
INC., a New York Corporation, AUTOMATIC
PRINCESS HOLDINGS, LLC, a Delaware
Limited Liability Company, LOTION, LLC, a
Delaware Limited Liability Company.

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

**(Amount in Controversy Exceeds
\$25,000)**

- 1. Wrongful Termination in Violation of Public Policy**
- 2. Retaliation**
- 3. Failure to Prevent Discrimination and Harassment**
- 4. Breach of the Covenant of Good Faith and Fair Dealing**
- 5. Racial Discrimination**
- 6. Sexual Harassment**
- 7. Failure to Pay Earned Wages Upon Termination of Employment**
- 8. Breach of Oral Contract**
- 9. Rescission of Contract**
- 10. Sexual Battery**
- 11. Violation of the Bane Act [Cal Civil Code 52.1]**
- 12. Violation on the Unruh Civil Rights Act [Cal. Civil Code 51.9]**
- 13. Intentional Infliction of Emotional Distress**
- 14. Battery**

1 MIRAGE AIR 12, LLC, a Delaware Limited
2 Liability Company, PANIC D BEACH, LLC, a
3 Delaware Limited Liability Company,
4 PIPITYPOW PROPERTIES, LLC, a Delaware
5 Limited Liability Company, STONEGROOVE,
6 LLC, a Delaware Limited Liability Company,
7 STONEWINNER, LLC, a Delaware Limited
8 Liability Company, ULIKETHIS, LLC, a
9 Delaware Limited Liability Company and
10 DOES 1 through 50, inclusive

Defendants.

11 COMES NOW, the plaintiff, LIANNA SHAKHNAZARYAN, for causes of action against
12 the defendants, MIRAGE ENTERTAINMENT, INC., a California Corporation, NEW PAYROLL
13 ASSOCIATES, LLC, a Delaware Limited Liability Company, NEW C.A.P.S, LLC., a Delaware
14 Limited Liability Company, WIKKED ENTERTAINMENT, INC., a California Corporation,
15 STELLA BULOCHNIKOV, an individual, MARIAH CAREY, an individual, N.Y.
16 ENTERTAINMENT. INC., a California Corporation, ANTELO ROAD, LLC, a California
17 Limited Liability Company, FRANKLIN VIEWS, LLC, a New York Limited Liability Company,
18 MAGIC CARPET PRODUCTIONS, LLC, a New York Limited Liability Company, MAROON
19 ENTERTAINMENT, INC., a New York Corporation, MAROON FILMS, INC., a New York
20 Corporation, PAGE TURNER PRODUCTIONS, INC., a New York Corporation, VISION OF
21 LOVE SONGS, INC., a New York Corporation, AUTOMATIC PRINCESS HOLDINGS, LLC, a
22 Delaware Limited Liability Company, LOTION, LLC, a Delaware Limited Liability Company,
23 MIRAGE AIR 12, LLC, a Delaware Limited Liability Company, PANIC D BEACH, LLC, a
24 Delaware Limited Liability Company, PIPITYPOW PROPERTIES, LLC, a Delaware Limited
25 Liability Company, STONEGROOVE, LLC, a Delaware Limited Liability Company,
26 STONEWINNER, LLC, a Delaware Limited Liability Company, ULIKETHIS, LLC, a Delaware
27 Limited Liability Company and DOES 1 through 50, inclusive, who complains and alleges as
28 follows:

GENERAL ALLEGATIONS

1
2 1. Plaintiff LIANNA SHAKHNAZARYAN (hereinafter, “SHAKHNAZARYAN” or
3 “Plaintiff”) was a resident of Valley Glen, California in the County of Los Angeles at all times
4 material to this complaint.

5 2. Defendant MIRAGE ENTERTAINMENT, INC. (hereafter “MIRAGE”) was and is a
6 California Corporation authorized to do business in the state of California with its principal place
7 of business located at 2171 Ventura Blvd. #300, Woodland Hills, CA 91346.

8 3. Defendant NEW PAYROLL ASSOCIATES, LLC (hereinafter “NEW PAYROLL”) was and now is a Delaware Limited Liability Company authorized to do business in the state of
9 California and which regularly conducts business in the County of Los Angeles, State of
10 California, with a Los Angeles County business address at 2300 Empire Avenue, 5th Floor,
11 Burbank, California, 91504.

12 4. Defendant NEW C.A.P.S, LLC (hereinafter “NEW CAPS”) was and now is a
13 Delaware Limited Liability Company authorized to do business in the state of California and
14 which regularly conducts business in the County of Los Angeles, State of California, with a Los
15 Angeles County business address at 10600 Virginia Avenue, Culver City, California, 90232.

16 5. Defendant WIKKED ENTERTAINMENT, INC (hereinafter “WIKKED”) was and
17 is a California Corporation authorized to do business in the state of California with its principal
18 place of business located at 2171 Ventura Blvd. #300, Woodland Hills, CA 91346.

19 6. Defendant N.Y. MIRAGE ENTERTAINMENT, INC., was a now is a California
20 Corporation authorized to do business in the state of California with its principal place of business
21 located at 2171 Ventura Blvd. #300, Woodland Hills, CA 913466.

22 7. Defendant ANTELO ROAD, LLC, was a now is a California Limited Liability
23 Company authorized to do business in the state of California with its principal place of business
24 located at 2171 Ventura Blvd. #300, Woodland Hills, CA 913466.

25 8. Defendant FRANKLIN VIEWS, LLC is a New York Limited Liability Company
26 with its principal place of business located at 99 Washington Avenue, Suite 805a, Albany New
27 York, 12210.
28

1 9. Defendant MAGIC CARPET PRODUCTIONS, LLC is a California Limited
2 Liability Company authorized to do business in the state of California with its principal place of
3 business located at 4123 Lankershim Boulevard, North Hollywood, CA 91602.

4 10. Defendant MAROON ENTERTAINMENT, INC., is a New York Corporation with
5 its principal place of business located at 99 Washington Avenue, Suite 805a, Albany New York,
6 12210.

7 11. Defendant PAGE TURNER PRODUCTIONS, INC., is a New York Corporation
8 with its principal place of business located at 99 Washington Avenue, Suite 805a, Albany New
9 York, 12210.

10 12. Defendant VISION OF LOVE SONGS, INC., was and is a California Corporation
11 authorized to do business in the state of California with its principal place of business located at
12 2171 Ventura Blvd. #300, Woodland Hills, CA 91346.

13 13. Defendant AUTOMATIC PRINCESS HOLDINGS, LLC, is a Delaware Limited
14 Liability Company with its principal place of business located at 1013 Centre Road, Suite 403S,
15 Wilmington, Delaware, 19805.

16 14. Defendant LOTION, LLC, is a Delaware Limited Liability Company with its
17 principal place of business located at 1013 Centre Road, Suite 403S, Wilmington, Delaware,
18 19805.

19 15. Defendant MIRAGE AIR 12, LLC, is a Delaware Limited Liability Company with
20 its principal place of business located at 1013 Centre Road, Suite 403S, Wilmington, Delaware,
21 19805.

22 16. Defendant PANIC D BEACH, LLC, is a Delaware Limited Liability Company with
23 its principal place of business located at 1013 Centre Road, Suite 403S, Wilmington, Delaware,
24 19805.

25 17. Defendant PIPITYPOW PROPERTIES, LLC, is a Delaware Limited Liability
26 Company with its principal place of business located at 1013 Centre Road, Suite 403S,
27 Wilmington, Delaware, 19805.

28

1 18. Defendant STONEGROOVE, LLC, is a Delaware Limited Liability Company with
2 its principal place of business located at 1013 Centre Road, Suite 403S, Wilmington, Delaware,
3 19805.

4 19. Defendant STONEWINNER, LLC, is a Delaware Limited Liability Company with
5 its principal place of business located at 1013 Centre Road, Suite 403S, Wilmington, Delaware,
6 19805.

7 20. Defendant ULIKETHIS, LLC is a Delaware Limited Liability Company with its
8 principal place of business located at 1013 Centre Road, Suite 403S, Wilmington, Delaware,
9 19805.

10 21. At all times mentioned herein, Defendant STELLA BULOCHNIKOV (hereinafter
11 “BULOCHNIKOV”) was and is an individual and a resident of Calabasas, California, in the
12 County of Los Angeles.

13 22. At all times mentioned herein, Defendant MARIAH CAREY (hereinafter
14 “CAREY”) was and is an individual residing in the County of Los Angeles, State of California,
15 City of Beverly Hills.

16 23. For purposes of this Complaint, all of the above identified Defendants will be
17 collectively referred to herein as “DEFENDANTS.”

18 24. The true names and capacities, whether individual, corporate, associate or
19 otherwise, of Defendants DOES 1 through 50, are unknown to Plaintiff, who therefore sues said
20 Defendants by such fictitious names. Plaintiff will amend this Complaint by inserting the true
21 names and capacities of each such Defendant, with appropriate charging allegations, when they
22 are ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants
23 designated herein as a “DOE” is responsible in some manner for the injuries suffered by Plaintiff
24 and for damages proximately caused by the conduct of each such Defendant as herein alleged.

25 25. Plaintiff is informed and believes and thereon alleges that at all times material to
26 this Complaint, Defendants, and each of them, including DOES 1 through 50, inclusive, in
27 addition to acting for himself, herself or itself, and on his, her or its own behalf individually, is and
28 was acting as the agent, servant, employee and representative of, and with the knowledge, consent

1 and permission of, and in conspiracy with each and all of the named defendants and within the
2 course, scope and authority of such agency, service, employment, representation and conspiracy.
3 Plaintiff further alleges on information and belief that the acts of each of the defendants, including
4 DOES 1 through 50, inclusive, were fully ratified by each and all of the defendants. Specifically,
5 and without limitation, Plaintiff alleges on information and belief that the actions, failures to act,
6 breaches, conspiracy and misrepresentations alleged herein and attributed to one or more of the
7 specific defendants were approved, ratified and done with the cooperation and knowledge of each
8 and all of the defendants, including DOES 1 through 50, and each of them.

9 26. On or about September 21, 2015, Plaintiff was hired by DEFENDANTS to act as
10 CAREY'S personal assistant, in which Plaintiff's job duties consisted of coordinating Ms. Carey's
11 daily activities both at home and while travelling. Because CAREY was, at all times relevant
12 herein, a very well-known celebrity song writer and performer, Plaintiff was required to meet
13 constant demands of great magnitude and often on incredibly short time demands/deadlines.

14 27. Plaintiff's job duties also included acting as the personal assistant to CAREY'S then
15 manager, defendant BULOCHNIKOV. In her capacity as BULOCHNIKOV'S assistant, Plaintiff
16 was responsible for coordinating with Ms. Bulochnikov to ensure that Ms. Carey's personal and
17 professional needs were met, as well as assisting with any daily tasks and/or issues involving
18 CAREY and/or DEFENDANTS which required immediate attention.

19 28. Plaintiff's job duties were demanding and rigorous and required her to be on call
20 twenty-four (24) hours per day, seven (7) days per week.

21 29. At all times mentioned herein, DEFENDANTS controlled the means and manner of
22 Plaintiff's employment.

23 30. Additionally, DEFENDANTS had the power to hire, promote and discharge
24 Plaintiff. Further, Plaintiff is informed and believes and thereupon alleges that DEFENDANTS
25 co-mingled resources and assets, and although Plaintiff's paychecks identified MIRAGE
26 ENTERTAINMENT, INC. as the "Controlling Employer" on them, Plaintiff was paid by all
27 DEFENDANTS.

28 31. DEFENDANTS were all owned and controlled by Defendants CAREY and
BULOCHNIKOV.

1 32. Plaintiff's employment was governed by an oral employment agreement, under
2 which Plaintiff would receive an annual salary of approximately \$328,500.

3 33. Plaintiff's employment was governed by other various written and oral promises,
4 policies and procedures promulgated by DEFENDANTS, and DOES 1 through 50, and each of
5 them. By said promises and policies, DEFENDANTS, and DOES 1 through 50, and each of them
6 promised that decisions affecting Plaintiff's employment, including promotion, salary increases,
7 transfers, demotions, and disciplinary action, up to and including discharge, would be made on the
8 basis of merit, just cause and good cause and according to the procedures outlined by
9 DEFENDANTS, and DOES 1 through 50, and each of them. Plaintiff's employment was further
10 governed by an open door policy free of harassment with the insistence that all employees be
11 treated with dignity, respect and courtesy and that all employees be encouraged to approach any
12 employer, supervisor and/or administration with any kind of work-related problems without fear
13 of retaliation of any kind.

14 34. Based upon the above factors, including her oral employment agreement, and her
15 day to day work for the various defendant entities and persons, Plaintiff is informed and believes
16 and thereupon alleges that Plaintiff was jointly employed by all DEFENDANTS at all times
17 material herein.

18 35. Throughout her employment with DEFENDANTS, Plaintiff was subjected to
19 severe, pervasive, sexual, derogatory, offensive, physically abusive and outrageous conduct by
20 defendant BULOCHNIKOV, including , but not limited to, the following acts:

21 (a) Repeatedly referring to Plaintiff as an "Armenian whore" a "fucking Armenian
22 whore," a "fucking nigger" and an "Armenian princess" in the presence of CAREY, Plaintiff and
23 others.

24 (b) Constantly committing acts of physical abuse and battery against Plaintiff,
25 including slapping Plaintiff's buttocks and breasts, as well as pushing Plaintiff and tackling her to
26 the ground and sitting on her.

27 (c) Holding Plaintiff down on the ground and urinating on Plaintiff and/or allowing
28 Plaintiff to be urinated upon in the presence of others on multiple occasions.

 (d) Repeatedly instructing persons to attack Plaintiff, yelling: "Get that bitch! Get that

1 Armenian bitch!”

2 (e) Making repeated offensive, sexual and derogatory comments regarding Plaintiff’s
3 Armenian heritage in the presence of Plaintiff, including “Look at that fat Armenian ass!” ...
4 “move your fat Armenian ass!” and also telling Plaintiff that she was a thief and that Plaintiff
5 “probably stole that. You know those fucking Armenians.”

6 (f) Repeatedly ridiculing Plaintiff about her breasts, including placing objects under
7 Plaintiff’s breasts, such as iphones, television remote controls and utensils.

8
9 36. Defendant CAREY had knowledge of the identified above conduct, as much of
10 such improper conduct was carried out against Plaintiff with CAREY’S knowledge, permission
11 and/or in CAREY’S presence.

12 37. Defendant CAREY also committed acts of physical and emotional/psychological
13 abuse against Plaintiff.

14 38. The above conduct was severe, pervasive and performed by BULOCHNIKOV in
15 her position as Plaintiff’s supervisor on a consistent and repeated basis throughout Plaintiff’s
16 employment with DEFENDANTS, which fostered and created a hostile work environment.

17 39. DEFENDANTS, by and through their officers, directors, managing agents and/or
18 supervisors, including but not limited to CAREY, were aware of the above abusive and harassing
19 conduct of BULOCHNIKOV, yet took no steps to prevent and/or stop such conduct. Rather,
20 DEFENDANTS, by and through their officers, directors, managing agents and/or supervisors,
21 including but not limited to CAREY, ratified the outrageous conduct by BULOCHNIKOV by
22 continuing to employ BULOCHNIKOV and permitting her to carry out her outrageous and
23 offensive conduct against Plaintiff.

24 40. The severe and pervasive nature of BULOCHNIKOV’S sexual, abusive, offensive
25 and harassing conduct against Plaintiff, as well as the abusive conduct by CAREY against
26 Plaintiff, altered the conditions of Plaintiff’s employment so as to create a hostile work
27 environment which was damaging to Plaintiff on the basis of her national origin.

28 41. On or about October 14, 2017, Plaintiff reported BULOCHNIKOV’S harassing and
discriminatory and abusive conduct to CAREY while at a resort in Connecticut.

1 statutes and policies including, but not limited to, California *Labor Code* §§ 6300, 6306, 6405 and
2 6406(b), and Government Code § 12940, et. seq., and 42 U.S.C. §2000e-2(a)(1). The conduct of
3 DEFENDANTS, and each of them, as set forth in Plaintiff's General Allegations, above,
4 constitutes a violation of these public policies and constitutes wrongful discharge in violation of
5 the public policy of the State of California.

6 46. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS, and
7 each of them, plaintiff has sustained a loss of earnings and benefits, past and future, and a loss of
8 earning capacity, the exact amount of such losses will be stated according to proof, pursuant to
9 Code of Civil Procedure section 425.10.

10 47. As a further direct and proximate result of the aforesaid conduct of DEFENDANTS,
11 and each of them, plaintiff has suffered severe emotional distress including, but not limited to,
12 humiliation, embarrassment, mental anguish, and profound shock to the nervous system, all to her
13 general damage, according to proof.

14 48. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS, and
15 each of them, plaintiff has suffered severe physical, mental and psychological pain and anguish.
16 As a further result thereof, plaintiff was compelled to and did employ the services of physicians,
17 nurses and the like, the care for her and treat her, and did incur hospital, medical, professional and
18 incidental expenses, and plaintiff is informed and believes, and thereupon alleges, that by reason
19 of her injuries, she will necessarily incur additional like expenses for an indefinite period of time
20 in the future, and the exact amount of such expenses will be stated according to proof, pursuant to
21 Code of Civil Procedure section 425.10.

22 49. In terminating plaintiff, DEFENDANTS, and each of them, acted willfully and
23 maliciously and with conscious disregard of plaintiff's rights, entitling plaintiff to recover punitive
24 damages from defendants, and each of them, in an amount appropriate to punish and set an
25 example of said defendants. The willful, harassing and malicious acts consisted of a known and
26 conscious disregard of plaintiff's employment rights, in violation of Labor Code § 6400 et seq.,
27 and Government Code §§12920 and 12940, et. seq.

28

1 **SECOND CAUSE OF ACTION**

2 **Retaliation in Violation of California Labor Code §§ 98.6, 6310 and Government**
3 **Code § 12940)**

4 **(As Against All DEFENDANTS, and DOES 1 through 50, inclusive)**

5
6 50. Plaintiff re-alleges as though fully set forth at length and incorporates herein by
7 reference the allegations contained above, including all of the General Allegations.

8 51. California Labor Code section 98.6 provides that no person shall harass,
9 discriminate, discharge or retaliate against any employee because such employee has complained
10 of or instituted a claim against any person relating to his or her rights.

11 52. California Labor Code section 6310 provides that no person shall discharge or
12 discriminate against an employee because the employee has made a written or oral complaint to
13 his employer of unsafe working conditions and/or work practices. Additionally, Government
14 Code section 12940 provides that an employer may not retaliate, by way of discrimination, against
15 an employee for opposing discriminatory conduct.

16 53. Plaintiff is informed and believes and thereupon alleges, that DEFENDANTS,
17 including DOES 1 through 50, inclusive, and each of them, harassed and retaliated against
18 Plaintiff by undertaking acts, including but not limited to those acts and omissions set forth in
19 paragraph 35(a)-(f) of the General Allegations, above.

20 54. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS,
21 including DOES 1 through 50, and each of them, plaintiff has sustained a loss of earnings and
22 benefits, past and future, and a loss of earning capacity, the exact amount of said losses to be
23 stated according to proof, pursuant to California Code of Civil Procedure section 425.10.

24 55. As a further direct and proximate result of the aforesaid conduct of the
25 DEFENDANTS, and each of them, plaintiff has suffered severe emotional distress including, but
26 not limited to, humiliation, embarrassment, mental anguish and/or profound shock to the nervous
27 system, all to her general damage in an amount to be stated according to proof.

28

1 employment Plaintiff was subjected to severe and pervasive sexual harassment and discrimination
2 by her supervisors, BULOCHNIKOV and CAREY.

3 62. DEFENDANTS, including DOES 1-50, by and through their managing agents,
4 supervisors and/or directors, failed to take all reasonably necessary steps to prevent such
5 discrimination and harassment from occurring.

6 63. DEFENDANTS' failure to take all reasonably necessary steps to prevent
7 BULOCHNIKOV and CAREY'S discriminatory and harassing conduct caused Plaintiff to be
8 subject to a continuing, rampant, repeated and pervasive campaign of discrimination, abuse and
9 harassment.

10 64. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS, and
11 DOES 1 through 50, and each of them, plaintiff has sustained a loss of earnings and benefits, past
12 and future, and a loss of earning capacity, the exact amount of said losses to be stated according to
13 proof, pursuant to California Code of Civil Procedure section 425.10.

14 65. As a further direct and proximate result of the aforesaid conduct of the defendants,
15 and each of them, plaintiff has suffered severe emotional distress including, but not limited to,
16 humiliation, embarrassment, mental anguish and/or profound shock to the nervous system, all to
17 her general damage in an amount to be stated according to proof.

18 66. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS, and
19 each of them, plaintiff has suffered severe physical, mental and psychological pain and anguish.
20 As a further result thereof, plaintiff was compelled to and did employ the services of physicians,
21 nurses and the like, the care for her and treat her, and did incur hospital, medical, professional and
22 incidental expenses, and plaintiff is informed and believes, and thereupon alleges, that by reason
23 of her injuries, she will necessarily incur additional like expenses for an indefinite period of time
24 in the future, and the exact amount of such expenses will be stated according to proof, pursuant to
25 Code of Civil Procedure section 425.10.

26 67. Plaintiff, as a result of the above described conduct of DEFENDANTS, including
27 DOES 1-50 and each of them, is also entitled to a recovery of attorney's fees and costs of suit.
28

1 covenant further required DEFENDANTS to refrain from needless injury or damage to the
2 plaintiff.

3 72. In or around the Fall of 2015, and continuing through November of 2017,
4 DEFENDANTS and DOES 1 through 50, and each of them, by and through their employees
5 agents or representatives, particularly defendants BULOCHNIKOV and CAREY, whose acts were
6 authorized, ratified or otherwise approved of by officers, directors and/or other managing agents
7 employed by the defendants, engaged in a continuous course of conduct which, among other
8 things, discredited, harassed, abused, and humiliated the Plaintiff, and ultimately resulted in
9 terminating Plaintiff from her employment with DEFENDANTS and DOES 1 through 50, and
10 each of them.

11 73. In or around the Fall of 2015 and continuing through November of 2017,
12 DEFENDANTS, and DOES 1 through 50, by and through their employees, agents and
13 representatives, engaged in various practices and activities which harassed the plaintiff, causing
14 her upset, anxiety, worry, embarrassment and humiliation, and which created undue difficulty for
15 the plaintiff in performing her job duties as described above. Said activities included, but were not
16 limited to, acts causing humiliation, embarrassment, harassment, including sexual harassment,
17 physical abuse, racial insults, and reprisal in the form of job threats, unwarranted criticism, unfair
18 treatment and job restrictions. Said acts, whether negligently or intentionally performed, were a
19 violation of company policies and procedures as well as public policy and a breach of the implied
20 covenant of good faith and fair dealing which existed in the employment relationship.

21 74. The above-described acts of the defendants incorporated herein constituted a breach
22 of this implied covenant of good faith and fair dealing, and were a substantial factor in causing
23 damages and injury to the plaintiff as set forth below.

24 75. As a direct and proximate result of the aforesaid conduct of the defendants, plaintiff
25 has sustained a loss of earning capacity, in addition to a loss of earnings and benefits, past, present
26 and future, the exact amount of which losses which will be stated according to proof pursuant to
27 Code of Civil Procedure, Section 425.10.
28

1 **FIFTH CAUSE OF ACTION**

2 (RACIAL DISCRIMINATION – As Against All DEFENDANTS, including DOES 1 through 50,
3 inclusive)

4 76. Plaintiff re-alleges as though fully set forth at length and incorporates herein by
5 reference all of the above allegations, including the General Allegations.

6 77. Plaintiff is and was, at all time material herein, of Armenian origin and therefore
7 protected under California’s Fair Employment and Housing Act, *California Government Code*,
8 §12940 *et seq.* Plaintiff exhausted her administrative remedies and obtained Right-To-Sue letters
9 as required by the FEHA.

10 78. DEFENDANTS, including DOES 1-50, at all material times herein, were Plaintiff’s
11 employers subject to the requirements of the FEHA, and had a duty under the FEHA not to
12 discriminate against plaintiff based on her racial origin.

13 79. DEFENDANTS, including DOES 1-50, discriminated against plaintiff and harassed
14 her by subjecting her to hostile and offensive comments and conduct, treating her unfavorably and
15 adversely compared to similarly situated male employees, and by denying her pay and benefits as
16 promised.

17 80. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS,
18 including DOES 1 through 50, and each of them, plaintiff has sustained a loss of earnings and
19 benefits, past and future, and a loss of earning capacity, the exact amount of said losses to be
20 stated according to proof, pursuant to California Code of Civil Procedure section 425.10.

21 81. As a further direct and proximate result of the aforesaid conduct of the defendants,
22 and each of them, plaintiff has suffered severe emotional distress including, but not limited to,
23 humiliation, embarrassment, mental anguish and/or profound shock to the nervous system, all to
24 her general damage in an amount to be stated according to proof.

25 82. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS, and
26 each of them, plaintiff has suffered severe physical, mental and psychological pain and anguish.
27 As a further result thereof, plaintiff was compelled to and did employ the services of physicians,
28 nurses and the like, the care for her and treat her, and did incur hospital, medical, professional and
incidental expenses, and plaintiff is informed and believes, and thereupon alleges, that by reason

1 of her injuries, she will necessarily incur additional like expenses for an indefinite period of time
2 in the future, and the exact amount of such expenses will be stated according to proof, pursuant to
3 Code of Civil Procedure section 425.10.

4 83. In retaliating against plaintiff, defendants, and each of them, acted willfully and
5 maliciously and with conscious disregard of plaintiff's rights, entitling plaintiff to recover punitive
6 damages from defendants, and each of them, in an amount appropriate to punish and set an
7 example of said defendants. The willful, harassing and malicious acts consisted of a known and
8 conscious disregard of plaintiff's employment rights, in violation of Labor Code section 6400 et.
9 seq.

10 84. Plaintiff, as a result of the discriminatory conduct of DEFENDANTS, including
11 DOES 1-50 and each of them, is also entitled to a recovery of attorney's fees and costs of suit.

12
13 **SIXTH CAUSE OF ACTION**

14 **(SEXUAL HARASSMENT)**

15 (As Against All DEFENDANTS and DOES 1 through 50)

16 85. Plaintiff re-alleges as though fully set forth at length and incorporates herein by
17 reference all of the above allegations, including the General Allegations.

18 86. Plaintiff is and was, at all times material herein, a woman with a national origin from
19 Armenia and therefore protected under California's Fair Employment and Housing Act, *California*
20 *Government Code, §12940 et seq.* Plaintiff exhausted her administrative remedies and obtained
21 Right-To-Sue letters as required by the FEHA.

22 87. *California Government Code* §12940 (j) prohibits an employer or any person from
23 harassing any employee on the basis of, among other categories, national origin.

24 88. DEFENDANTS violated §12940 (j) when they harassed Plaintiff on the basis of her
25 national origin and took other adverse actions against Plaintiff, based on national origin as set
26 forth herein.

27 89. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS,
28 including DOES 1 through 50, and each of them, plaintiff has sustained a loss of earnings and

1 benefits, past and future, and a loss of earning capacity, the exact amount of said losses to be
2 stated according to proof, pursuant to California Code of Civil Procedure section 425.10.

3 90. As a further direct and proximate result of the aforesaid conduct of the defendants,
4 and each of them, plaintiff has suffered severe emotional distress including, but not limited to,
5 humiliation, embarrassment, mental anguish and/or profound shock to the nervous system, all to
6 her general damage in an amount to be stated according to proof.

7 91. As a direct and proximate result of the aforesaid conduct of the DEFENDANTS, and
8 each of them, plaintiff has suffered severe physical, mental and psychological pain and anguish.
9 As a further result thereof, plaintiff was compelled to and did employ the services of physicians,
10 nurses and the like, the care for her and treat her, and did incur hospital, medical, professional and
11 incidental expenses, and plaintiff is informed and believes, and thereupon alleges, that by reason
12 of her injuries, she will necessarily incur additional like expenses for an indefinite period of time
13 in the future, and the exact amount of such expenses will be stated according to proof, pursuant to
14 Code of Civil Procedure section 425.10.

15 92. In retaliating against plaintiff, defendants, and each of them, acted willfully and
16 maliciously and with conscious disregard of plaintiff's rights, entitling plaintiff to recover punitive
17 damages from defendants, and each of them, in an amount appropriate to punish and set an
18 example of said defendants. The willful, harassing and malicious acts consisted of a known and
19 conscious disregard of plaintiff's employment rights, in violation of Labor Code section 6400 et.
20 seq.

21 93. Plaintiff, as a result of the harassing conduct of DEFENDANTS, including DOES 1-
22 50 and each of them, is also entitled to a recovery of attorney's fees and costs of suit.

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1 99. In or around September of 2015, Plaintiff and DEFENDANTS entered into an oral
2 agreement that Plaintiff would be responsible for purchasing various items upon demand by
3 DEFENDANTS, and that Plaintiff would be entitled to full reimbursement for any and all
4 purchases/expenditures that Plaintiff made at the request of DEFENDANTS, including but not
5 limited to purchases and expenditures made for and/or on behalf of CAREY and
6 BULOCHNIKOV.

7 100. The oral agreement for reimbursement of expenditures is further evidenced by
8 reimbursement forms which Plaintiff was responsible for filling out in detail, identifying the
9 amount of the expenditure, and submitting such reimbursement forms to management and/or
10 BULOCHNIKOV.

11 101. At the request of DEFENDANTS, Plaintiff made many purchases over the course of
12 her employment with DEFENDANTS, and submitted forms for reimbursement in accordance with
13 the agreement between Plaintiff and DEFENDANTS that Plaintiff would be entitled to full
14 reimbursement for such purchases/expenditures.

15 102. Despite submitting multiple forms requesting reimbursement for purchases Plaintiff
16 had made at the request of DEFENDANTS, DEFENDANTS breached the oral agreement by
17 failing to reimburse Plaintiff for the expenditures Plaintiff had made.

18 103. As a result of DEFENDANTS' breach of the oral agreement for reimbursement of
19 expenditures, Plaintiff was damaged in excess of \$600,000 for expenditures Plaintiff made at the
20 request of and/or on behalf of DEFENDANTS, and for which she was never reimbursed, and of
21 which Plaintiff is owed.

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NINTH CAUSE OF ACTION / AFFIRMATIVE DEFENSE
(RESCISSION OF CONTRACT BASED ON FRAUD IN THE INDUCEMENT, UNDUE INFLUENCE, UNILATERAL MISTAKE, AS AGAINST DEFENDANT MARIAH CAREY, AND DOES 1 through 50, inclusive)

104. Plaintiff realleges as though fully set forth at length, and incorporates herein by reference, all of the above allegations and statements, including the General Allegations.

105. Plaintiff contracted to and retained a law firm Freedman and Taitelman, LLP to represent Plaintiff in certain claims Plaintiff had against individual, "J.P." but not claims she had against CAREY and the other DEFENDANTS. At the same time, Freedman and Taitelman, LLP was also retained by CAREY to represent CAREY in CAREY'S claims against J.P.

106. Plaintiff executed a conflicts waiver to allow Freedman and Taitelman, LLP to engage in dual representation of both Plaintiff and CAREY regarding their respective claims against J.P.

107. On or about January 30, 2017, with the advice and representation of Freedman and Taitelman, LLP, Plaintiff and CAREY and DOES 1 through 50, inclusive, and each of them, entered into a written Settlement Agreement and General Release ("Release") regarding settlement of claims against J.P.

108. However, the Release contained certain terms and conditions which related to claims completely unrelated to Plaintiff's claims against J.P., and instead operated to release claims Plaintiff held against Freedman and Taitelman, LLP's other client, CAREY.

109. The terms releasing claims by Plaintiff against CAREY were not disclosed by Freedman and Taitelman, LLP to Plaintiff, and such non-disclosure was a fraudulent act, which caused Plaintiff to execute the Release without any knowledge of such terms, specifically the term releasing claims against CAREY.

110. Plaintiff relied upon Freedman and Taitelman, LLP and executed the release on the basis of the legal advice that she received from Freedman and Taitelman, LLP.

1 111. Plaintiff asserts that the aforementioned Settlement Agreement and General Release
2 should be rescinded because the contract was entered into as a result of fraud in the inducement by
3 CAREY'S attorneys Freedman and Taitelman, LLP, undue influence by Freedman and Taitelman,
4 LLP, and/or unilateral mistake.

5 112. For the following reasons, Plaintiff is informed and believes and thereupon alleges
6 that no contract was created because her consent was obtained by fraud:

7 A. Freedman and Taitelman, LLP represented that it would fairly, ethically and
8 professionally represent the interests of both Plaintiff and CAREY regarding their respective
9 claims against J.P.

10 B. Freedman and Taitelman, LLP, knew that the aforementioned representations
11 were not true, as they ultimately planned to effectuate a Settlement and General Release which
12 greatly benefitted CAREY and severely prejudiced Plaintiff, and to withhold disclosure of
13 material terms to Plaintiff, such as terms that would constitute a waiver of claims by Plaintiff
14 against CAREY.

15 C. Freedman and Taitelman, LLP made such misrepresentations and non-
16 disclosures, in order to persuade and induce Plaintiff to agree to the Settlement Agreement and
17 General Release.

18 D. Plaintiff reasonably relied on Freedman and Taitelman, LLP's representations
19 in agreeing to the Settlement Agreement and General Release.

20 E. Plaintiff would not have entered into the Settlement Agreement and General
21 Release if she had known that said Freedman and Taitelman, LLP's representations were not true.

22 113. For the following reasons, Plaintiff is informed and believes and thereupon alleges
23 that no contract was created due to undue influence because Plaintiff was unfairly pressured by
24 Freedman and Taitelman, LLP into consenting to the contract:

25 A. Freedman and Taitelman, LLP used their fiduciary status as a legal
26 professional to induce or pressure her into consenting to the Settlement Agreement and General
27 Release.

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1 acted with the intent to cause a harmful or offensive contact with an intimate part of Plaintiff, and
2 a sexually offensive contact with Plaintiff directly, or indirectly, resulted.

3 118. BULOCHNIKOV was acting within the course and scope of her employment
4 and/or agency with DEFENDANTS, and DOES 1 through 50, when she committed the sexual
5 batteries against Plaintiff.

6 119. DEFENDANTS and/or DOES 1 through 50 knew or should have known of
7 BULOCHNIKOV's propensity to engage in sexual misconduct, and in conscious disregard for the
8 safety of others, including Plaintiff, failed to adequately warn and protect Plaintiff against
9 BULOCHNIKOV.

10 120. Upon information and belief, DEFENDANTS and/or DOES 1 through 50 had
11 advance knowledge of BULOCHNIKOV's inappropriate conduct towards others, and yet
12 continued to employ her. DEFENDANTS and/or DOES 1 through 50, despite their knowledge of
13 BULOCHNIKOV's history of misconduct and propensity to engage in that conduct continued to
14 employ her and/or failed to supervise her.

15 121. As a direct and legal result of the assaults by BULOCHNIKOV, Plaintiff suffered
16 injuries including, but not limited to, physical and mental pain and suffering, severe emotional
17 distress, physical injuries, past and future costs of medical care and treatment, and past and future
18 loss of earnings and earning capacity, and other damages, in an amount not yet ascertained, but
19 which exceed the minimum jurisdictional limits of this Court.

20 122. In committing the acts described herein, BULOCHNIKOV's conduct was
21 despicable and done with malice and oppression, justifying an award of punitive damages against
22 her.

23 123. DEFENDANTS and DOES 1-50 are also liable for punitive damages because said
24 DEFENDANTS had advance knowledge of the unfitness of their employee, BULOCHNIKOV,
25 and continued to employ her with a conscious disregard of the rights and safety of others,
26 including Plaintiff, and said Defendants were otherwise personally guilty of oppression, fraud, or
27 malice, and otherwise ratified BULOCHNIKOV's acts.

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1 130. BULOCHNIKOV intended to cause a harmful and offensive contact with Plaintiff,
2 and did in fact cause a harmful and offensive contact with an intimate part of Plaintiff.
3 BULOCHNIKOV committed a sexual battery on Plaintiff. The sexual battery itself was
4 intimidating and threatening. BULOCHNIKOV's intentional, harmful misconduct constituted the
5 constitutional violation, sexual battery, and was itself threatening and intimidating. *Rodriguez v.*
6 *Cnty. of L.A.*, 96 F. Supp. 3d 990 (C.D. Cal. May 29, 2014).

7 131. DEFENDANTS and/or DOES 1 through 50 knew, or should have known, of
8 BULOCHNIKOV's propensity to engage in and his history of engaging in sexual misconduct, and
9 in conscious disregard for the safety of others, including Plaintiff, failed to adequately warn and
10 protect Plaintiff against BULOCHNIKOV.

11 132. Upon information and belief, DEFENDANTS and/or DOES 1 through 50 had
12 advance knowledge of BULOCHNIKOV's inappropriate conduct towards others, and yet
13 continued to employ her. DEFENDANTS and/or DOES 1 through 50, despite their knowledge of
14 BULOCHNIKOV's history of misconduct and propensity to engage in that conduct continued to
15 employ her and/or failed to supervise her. DEFENDANTS and/or DOES 1 through 50, despite
16 their knowledge of BULOCHNIKOV's history of misconduct and propensity to continue to
17 engage in that conduct provided BULOCHNIKOV assistance in continuing to perform wrongful
18 acts, including those perpetrated against Plaintiff. DEFENDANTS and/or DOES 1 through 50,
19 continued to employ BULOCHNIKOV, and failed to supervise her, which constituted
20 ratification and aiding and abetting.

21 133. By the acts and omissions of DEFENDANTS, Plaintiff has been caused to suffer
22 actual damages including, but not limited to, loss of earnings and future earning capacity,
23 attorneys' fees, costs of suit and other pecuniary losses not presently ascertained.

24 134. As a further result of the acts and conduct of DEFENDANTS, and each of them,
25 Plaintiff has suffered and continues to suffer severe emotional and mental distress, anguish,
26 humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature and
27 extent of her injuries is presently unknown, and Plaintiff does not know the duration or
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1 permanence of her injuries, but is informed and alleges that some if not all of her injuries are
2 reasonably certain to be permanent in character.

3 135. Plaintiff is informed and alleges that by engaging in these acts and/or in authorizing
4 and/or ratifying such acts, DEFENDANTS engaged in willful, malicious, intentional, oppressive
5 and despicable conduct, and acted with willful and conscious disregard of the rights, welfare and
6 safety of Plaintiff.

7 136. As a result of DEFENDANTS' acts and conduct, Plaintiff is entitled to actual
8 damages for each and every offense and is further entitled to an award of treble damages and
9 reasonable attorneys' fees and costs of suit and exemplary damages as provided in Section 52 of
10 the California Civil Code.

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13 **TWELFTH CAUSE OF ACTION**

14 **(VIOLATION OF THE UNRUH CIVIL RIGHTS ACT (Cal. Civil Code §51.9)**

15 **(Against All DEFENDANTS and Does 1 through 50, inclusive)**

16 137. Plaintiff incorporates all foregoing paragraphs of this Complaint, including the
17 General Allegations, as though fully set forth herein.

18 138. Plaintiff is informed and believes that BULOCHNIKOV intentionally interfered
19 with or attempted to interfere, by threats, intimidation and coercion, with Plaintiff's rights secured
20 by the Constitution as well as the laws of this state, including the right to be free from sexual
21 harassment and assault.

22 139. California Civil Code section 51.9 provides that a defendant is liable for sexual
23 harassment where there is a professional relationship between the Plaintiff and Defendant. As the
24 term "Professional Relationship" is defined by Cal. Civil Code section 51.9(a)(1), Plaintiff was in
25 a professional relationship with DEFENDANTS.

26 140. BULOCHNIKOV engaged in verbal, visual and/or physical conduct of a sexual
27 nature and of a hostile nature based on Plaintiff's gender and national origin. Such sexual conduct
28 was unwelcome, severe and pervasive.

1 141. At the time of the severe and pervasive sexual conduct against Plaintiff, there was
2 an inability by the Plaintiff to easily terminate the relationship.

3 142. In addition, DEFENDANTS and/or DOES 1 through 50, acted with reckless
4 disregard for the rights and safety of Plaintiff and others, and with knowledge of
5 BULOCHNIKOV's propensity and pattern of engaging in inappropriate conduct. DEFENDANTS
6 and/or DOES 1 through 50 aided, allowed, incited and/or conspired with the denial or attempted
7 denial of Plaintiff's rights as secured by the Constitution and the laws of this state.

8 143. DEFENDANTS and/or DOES 1 through 50 knew, or should have known, of
9 BULOCHNIKOV's propensity to engage in and his history of engaging in sexual misconduct, and
10 in conscious disregard for the safety of others, including Plaintiff, failed to adequately warn and
11 protect Plaintiff against BULOCHNIKOV.

12 144. Upon information and belief, DEFENDANTS and/or DOES 1 through 50 had
13 advance knowledge of BULOCHNIKOV's inappropriate conduct towards others, and yet
14 continued to employ her. DEFENDANTS and/or DOES 1 through 50, despite their knowledge of
15 BULOCHNIKOV's history of misconduct and propensity to engage in that conduct continued to
16 employ her and/or failed to supervise her. DEFENDANTS and/or DOES 1 through 50, despite
17 their knowledge of BULOCHNIKOV's history of misconduct and propensity to continue to
18 engage in that conduct provided BULOCHNIKOV assistance in continuing to perform wrongful
19 acts, including those perpetrated against Plaintiff. DEFENDANTS and/or DOES 1 through 50,
20 continued to employ BULOCHNIKOV, and failed to supervise her, which constituted ratification
21 and aiding and abetting.

22 145. By the acts and omissions of DEFENDANTS, Plaintiff has been caused to suffer
23 actual damages including, but not limited to, loss of earnings and future earning capacity,
24 attorneys' fees, costs of suit and other pecuniary losses not presently ascertained.

25 146. As a further result of the acts and conduct of DEFENDANTS, and each of them,
26 Plaintiff has suffered and continues to suffer severe emotional and mental distress, anguish,
27 humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact nature and
28 extent of her injuries is presently unknown, and Plaintiff does not know the duration or

1 permanence of her injuries, but is informed and alleges that some if not all of her injuries are
2 reasonably certain to be permanent in character.

3 147. Plaintiff is informed and alleges that by engaging in these acts and/or in authorizing
4 and/or ratifying such acts, DEFENDANTS engaged in willful, malicious, intentional, oppressive
5 and despicable conduct, and acted with willful and conscious disregard of the rights, welfare and
6 safety of Plaintiff.

7 148. As a result of DEFENDANTS' acts and conduct, Plaintiff is entitled to actual
8 damages for each and every offense and is further entitled to an award of treble damages and
9 reasonable attorneys' fees and costs of suit and exemplary damages as provided in Section 52 of
10 the California Civil Code.

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13 **THIRTEENTH CAUSE OF ACTION**

14 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

15 **(As Against STELLA BULOCHNIKOV And DOES 1 Through 50, Inclusive)**

16 149. Plaintiff re-alleges as though fully set forth at length and incorporates herein by
17 reference all of the above allegations, including the General Allegations.

18 150. The intentional actions of BULOCHNIKOV, as set forth in the paragraphs above,
19 and which included, but is not limited to, multiple sexual batteries against Plaintiff, repeated acts
20 of discrimination and verbal and physical abuse and harassment against Plaintiff, and retaliation
21 against Plaintiff for complaining of such improper and illegal conduct, have caused plaintiff severe
22 emotional distress, worry, fear and anxiety.

23 151. The aforesaid conduct of BULOCHNIKOV was outrageous and done intentionally
24 for the purpose of humiliating the plaintiff, and depriving plaintiff of employment and the benefits
25 associated with said employment, and to inflict upon her serious emotional distress.

26 152. As a direct and proximate result of said outrageous conduct of BULOCHNIKOV,
27 plaintiff has suffered and continues to suffer severe emotional distress, anxiety, humiliation, and
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1 embarrassment, all to plaintiff's damage in an amount within the jurisdiction of this Court, which
2 will be stated according to proof, pursuant to California Code of Civil Procedure section 425.10.

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4 **FOURTEENTH CAUSE OF ACTION**

5 **(BATTERY)**

6 **(As Against MARIAH CAREY And DOES 1 Through 50, Inclusive)**

7 153. Plaintiff re-alleges as though fully set forth at length and incorporates herein by
8 reference all of the above allegations, including the General Allegations.

9 154. Plaintiff, as part of her employment, was required to live at CAREY'S personal
10 residence, and did so from November 2015 through the middle of 2017.

11 155. While living at CAREY'S residence, Plaintiff was subjected to aggressive, abusive
12 and harmful physical conduct by CAREY.

13 156. Defendant's conduct was performed by CAREY with the intent to harm and/or
14 offend Plaintiff.

15 157. Plaintiff did not consent to any of the above conduct by CAREY.

16 158. As a result of the above physically abusive conduct, Plaintiff suffered physical
17 injuries, all of which have caused Plaintiff great pain and will continue to cause Plaintiff great pain
18 in the future, and which will be stated according to proof.

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PRAYER FOR RELIEF

Wherefore Plaintiff LIANNA SHAKHNAZARYAN prays for judgment against Defendants, and each of them, as follows:

1. For a money judgment representing compensatory damages including lost wages, past and future earnings, and all other sums of money, including unpaid overtime and wages and associated penalties, together with interest on these amounts, according to proof;
2. For an award of money judgment for physical injury, mental pain and anguish and severe emotional distress, according to proof;
3. For general damages according to proof;
4. For prejudgment and post-judgment interest;
5. For declarative and injunctive relief
6. For Attorney’s Fees and Costs of suit;
7. For Rescission of Contract; and
8. Punitive damages, according to proof;
9. For any other relief that is just and proper.

DATED: January 16, 2019

GREENE BROILLET & WHEELER, LLP

MARK QUIGLEY, ESQ.
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff LIANNA SHAKHNAZARYAN hereby demands a trial by jury of all causes of action herein.

DATED: January 16, 2019

GREENE BROILLET & WHEELER, LLP

MARK QUIGLEY, ESQ.
Attorneys for Plaintiffs

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