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16 *Attorneys for Plaintiffs*

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

16 **FABIOLA ACEVEDO, TAMI SIMS,**)
17 **CHRISTIANA LUNDY and JANE**)
18 **DOE 3,**)
19 Plaintiffs,)

20 v.)

21 **EXP REALTY, LLC, EXP WORLD**)
22 **HOLDINGS, INC., MICHAEL L.**)
23 **BJORKMAN; DAVID S. GOLDEN;**)
24 **GLENN SANFORD; BRENT GOVE;**)
25 **and DOES 1-10,**)
26 Defendants.)

CASE NO. 2:23-cv-01304-AB-AGR
SECOND AMENDED COMPLAINT
FOR DAMAGES FOR:

- 21 **1) Violation of 18 U.S.C. § 1591**
- 22 **2) Violation of 18 U.S.C. § 1591**
- 23 **3) Violation of 18 U.S.C. § 1591**
- 24 **4) Sexual Battery**
- 25 **5) Civil Battery**
- 26 **6) Civil Battery**
- 27 **7) Intentional Infliction of**
Emotional Distress
- 28 **8) Intentional Infliction of**
Emotional Distress
- 9) Intentional Infliction of**
Emotional Distress
- 10) Intentional Infliction of**
Emotional Distress

**11) Negligence:
12) Negligent Hiring, Retention & Supervision**

DEMAND FOR JURY TRIAL

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4
5 Plaintiffs FABIOLA ACEVEDO, TAMI SIMS, CHRISTIANA LUNDY and JANE
6 DOE 3, complaining of Defendants; eXp REALTY, LLC, eXp WORLD HOLDINGS,
7
8 INC.; MICHAEL L. BJORKMAN; DAVID S. GOLDEN; GLENN SANFORD; BRENT
9 GOVE; and DOES 1-10, (hereinafter referred to as “Defendants”) by their attorneys Cohen
10 Hirsch, LP, and Lenze Lawyers, PLC, respectfully sets forth and alleges the following,
11
12 upon information and belief:

13 **PRELIMINARY STATEMENT**

14
15 1. This is a case about profit over safety. It’s about the drugging and sexual
16 assault of women, real estate agents, brought in as recruits to a large real estate corporation
17 operated in a pyramid-style scheme. This case is about this corporation’s longstanding
18 culture—their pattern and practice—of creating an environment that allowed these assaults,
19 then silencing those whose accounts of sexual harassment and assault would impact profit.
20
21

22 2. This civil action for damages is brought under the Federal sex trafficking
23 statute, 18 U.S.C. §§1591, 1595, as well as other state law actions. It arises from
24 DEFENDANT MICHAEL BJORKMAN and DEFENDANT DAVID GOLDEN’s ongoing
25 venture to entice women to travel in interstate commerce, recruit real estate agents with the
26 promise of career advancement and coaching, and use their considerable influence in the
27
28

1 real estate industry on these other real estate agents behalf, knowing that they would use
2 means of force, fraud or coercion to cause these women to engage in a sex act (the
3 “Venture”). DEFENDANT GLENN SANFORD, DEFENDANT BRENT GOVE, eXp
4 REALTY LLC and eXp World Holdings, Inc. (hereinafter collectively, “DEFENDANT
5 eXp REALTY” or “eXp”), all knew of such actions yet turned a blind eye, propelled by the
6 continued financial benefits they received. All DEFENDANTS collectively had a common
7 purpose of monetary gain which was achieved through recruitment activities.
8
9

10 JURISDICTION

11
12 3. This Court has subject matter jurisdiction pursuant to 18 U.S.C. § 1595, which
13 provides the district courts of the United States jurisdiction over violations of 18 U.S.C. §
14 1591.
15

16 4. This Court also has supplemental jurisdiction over the remaining claims
17 pursuant to 28 U.S.C. § 1367(a), as those claims form part of the same case or controversy
18 as the related federal claims over which this Court has original jurisdiction.
19

20 5. This Court is “an appropriate district court of the United States” in accordance
21 with 18 U.S.C. §1595.
22

23 6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), as a
24 substantial part of the events giving rise to the claims took place in this District, and
25 DEFENDANT MICHAEL L. BJORKMAN resided in this district and division at all times
26 complained of herein.
27
28

PLAINTIFFS

1
2 7. Plaintiff, FABIOLA ACEVEDO is a citizen of Florida and is a licensed real
3 estate agent with DEFENDANT eXp REALTY.
4

5 8. Plaintiff, TAMI SIMS (formerly referred to as JANE DOE 1) is a citizen of
6 Tennessee and a licensed real estate agent with DEFENDANT eXp REALTY.
7

8 9. Plaintiff, CHRISTIANA LUNDY (formerly referred to JANE DOE 2), is a
9 citizen of California and is a licensed real estate agent with DEFENDANT eXp REALTY.
10

11 10. Plaintiff, JANE DOE 3, is a citizen of Florida and is a licensed real estate
12 agent formerly associated with DEFENDANT eXp REALTY. The name utilized by this
13 Plaintiff in this Complaint is fictitious to protect her privacy as a survivor of sexual assault
14 that she suffered as a result of the Defendants’ conduct.
15

DEFENDANTS

16
17 11. DEFENDANT eXp WORLD HOLDINGS, INC. is a corporation duly
18 organized and existing under and by virtue of the State of Delaware and has its principal
19 place of business at 2219 Rimland Drive, Suite 301, Bellingham, Washington 98226.
20

21 12. DEFENDANT eXp REALTY, LLC is a corporation duly organized and
22 existing under and by virtue of the State of Washington has its principal place of business
23 at 2219 Rimland Drive, Suite 301, Bellingham, Washington 98226.
24

25 13. Based upon information and belief, DEFENDANT MICHAEL BJORKMAN
26 is a citizen of the State of California and resides in Ventura County, CA and a former real
27 estate agent with DEFENDANT eXp REALTY, was an “Influencer” (defined *infra*) at
28

1 DEFENDANT eXp REALTY and is a current Revenue Share Participant (defined *infra*)
2 with DEFENDANT eXp Realty.

3
4 14. DEFENDANT DAVID S. GOLDEN is a citizen of the State of Nevada and a
5 real estate agent with DEFENDANT eXp REALTY, an “Influencer” (defined *infra*) at
6 DEFENDANT eXp REALTY and a current Revenue Share Participant (defined *infra*) with
7
8 DEFENDANT eXp REALTY.

9 15. DEFENDANT GLENN SANFORD is a citizen of the State of Washington,
10 the Founder of eXp Realty, and is Agent #1 in the Revenue Share Program (defined *infra*)
11 with DEFENDANT eXp REALTY.
12

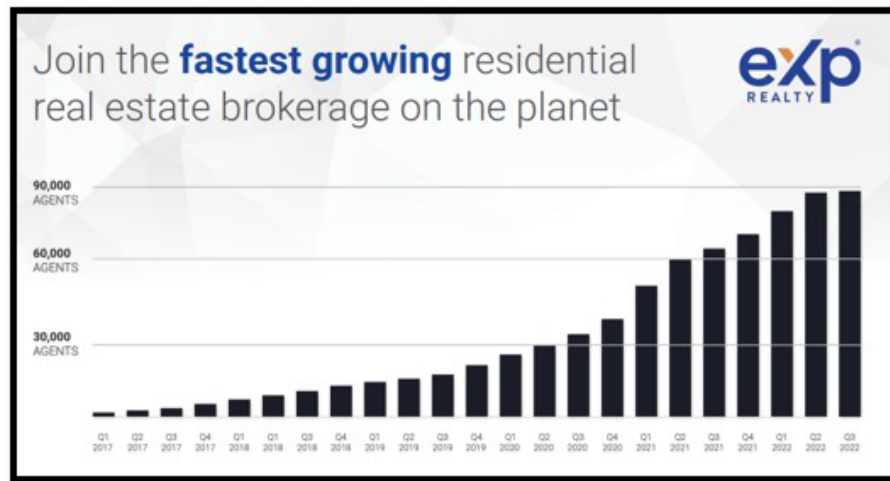
13 16. DEFENDANT BRENT GOVE is a citizen of Puerto Rico and a real estate
14 agent with DEFENDANT eXp REALTY, a top “Influencer” (defined *infra*) at
15 DEFENDANT eXp Realty and a current Revenue Share Participant (defined *infra*) with
16 DEFENDANT eXp Realty.
17

18
19 17. The true names and capacities, whether corporate, associate, individual or
20 otherwise of Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff, who
21 therefore sues said Defendants by such fictitious names. Each of the DEFENDANTS
22 designated herein as a DOE is legally responsible in some manner for the events and
23 happenings herein referred to and caused injuries and damages proximately thereby to
24 Plaintiffs, as herein alleged. Plaintiffs will seek leave to amend this Complaint to show
25 their names and capacities when the same have been ascertained.
26
27
28

**EXP REALTY, LLC AND EXP WORLD HOLDINGS, INC.
("DEFENDANT eXp REALTY")**

18. DEFENDANT eXp REALTY is a multi-level marketing real estate company that is publicly traded on the NASDAQ. It is touted as a cloud-based model with a global community.

19. According to DEFENDANT eXp REALTY, it is "fastest growing residential real estate brokerage on the planet." As of October 2022, DEFENDANT eXp REALTY exceeded 85,000 agents worldwide, and as of November 2022, eXp World Holdings reported Third Quarter Revenue of \$1.2 Billion.



<https://expREALTYgrowth.com/wp-content/uploads/2023/01/U.S.-eXp-Explained-Q3-2022.pdf>

20. Also, according to DEFENDANT eXp REALTY, it is the largest independent brokerage on the planet.



<https://expREALTYgrowth.com/wp-content/uploads/2023/01/U.S.-eXp-Explained-Q3-2022.pdf>

Control and Agency Over Defendant Golden and Defendant Bjorkman

21. DEFENDANT eXp REALTY, created by DEFENDANT GLENN SANFORD, has two businesses. One business is the traditional real estate business of buying and selling homes. The other business is a multi-level-marketing pyramid scheme which financially rewards the participants for recruitment of new agents, not for selling real estate.

22. The Venture at issue centers around the recruitment of agents into eXp REALTY’s Revenue Share Program (also referred to as the “multi-level marketing” or “pyramid scheme”).¹

¹ <https://www.sec.gov/oiea/investor-alerts-bulletins/investor-alerts-ia-pyramid>

1 23. For this pyramid scheme to work, continuous recruitment of new agents is
2 essential, without which it will collapse. To fund this pyramid scheme, each recruited agent
3 must pay a monthly fee of \$85.00, which amounts to \$1,020.00 a year.
4

5 24. As of January 2024, DEFENDANT eXp REALTY had more than 89,000
6 agents worldwide.
7

8 25. DEFENDANT GOVE is a central figure in the pyramid scheme by virtue of
9 his personal downline of agents that make up more than 20% (approximately 20,000
10 agents) of eXp REALTY. DEFENDANT GOVE is the third top Recruiter at eXp Realty
11 and intricately involved in the recruitment of many agents to his downline.
12

13 26. DEFENDANT GOLDEN and DEFENDANT BJORKMAN are in
14 DEFENDANT GOVE'S downline in the pyramid. DEFENDANT GOVE in fact directly
15 recruited DEFENDANT GOLDEN into his downline after DEFENDANT GOLDEN
16 reached out to DEFENDANT GOVE about the possibility of joining eXp. After what
17 DEFENDANT GOVE himself proclaimed to be a long one on one conversation,
18 DEFENDANT GOVE recruited DEFENDANT GOLDEN into his downline and started
19 calling him in public by the name "Golden Delicious."
20
21

22 27. Because DEFENDANT GOLDEN and DEFENDANT BJORKMAN were
23 two of DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp
24 REALTY's most successful recruiters, DEFENDANTS GOVE, SANFORD and eXp
25 REALTY all financially benefitted from the recruitment activities of DEFENDANT
26 GOLDEN and DEFENDANT BJORKMAN.
27
28

1 28. DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp
2 REALTY, instructed, required, and provided DEFENDANT BJORKMAN and
3
4 DEFENDANT GOLDEN with the means and methods on how to entice agents and how to
5 join eXp REALTY’s pyramid, and more specifically, how to join their personal downline
6 within the pyramid.

7
8 29. DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp
9 REALTY provided DEFENDANT BJORKMAN and DEFENDANT GOLDEN with
10 scripts, tools, and training on how to recruit agents into eXp’s Revenue Share pyramid; the
11 excessive and incessant online presence and videos of all DEFENDANTS provide
12 excessive and incessant online presence and videos of all DEFENDANTS provide
13 extensive examples of ways in which DEFENDANT GOVE, SANFORD and eXp gave
14 DEFENDANT BJORKMAN AND DEFENDANT GOLDEN the sales tools and training
15 necessary for recruitment activities.

16
17 30. DEFENDANT eXp requires all of its agents, including DEFENDANT
18 BJORKMAN and DEFENDANT GOLDEN to follow the eXp AGENT ATTRACTION
19 Best Practices Guide, the eXp Agent Attraction Success Strategy, and eXp REALTY’s
20 Policies and Procedures; DEFENDANT eXp REALTY controls all of its agents with
21 respect to recruitment.
22
23

24 31. DEFENDANT eXp REALTY required that DEFENDANT BJORKMAN and
25 DEFENDANT GOLDEN use its branding and logos; it further provided them with
26 databases, access to computer systems, company websites, forms, and documents; all of
27 which they were required to use.
28

1 32. DEFENDANT eXp REALTY, DEFENDANT SANFORD AND
2 DEFENDANT GOVE exercised considerable control over DEFENDANT BJORKMAN
3 AND DEFENDANT GOLDEN by giving them the means and methods to recruit agents to
4 eXp.
5

6 33. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were agents of
7 DEFENDANT eXp REALTY.
8

9 34. Likewise, DEFENDANT BJORKMAN and DEFENDANT GOLDEN relied
10 on DEFENDANT GOVE, DEFENDANT SANFORD, and DEFENDANT eXp
11 REALTY's methods and instructions when actively recruiting agents for eXp REALTY.
12

13 35. DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp
14 REALTY taught DEFENDANT BJORKMAN and DEFENDANT GOLDEN that the key
15 to "Agent Attraction", i.e., recruitment into the eXp REALTY pyramid, is to project an
16 image of success – both personally and professionally.
17

18 36. DEFENDANT eXp REALTY went to great lengths to showcase the success
19 and wealth of its top influencers in order to convince others to join the pyramid and to
20 attain the same level of prosperity. This tactic repeatedly shows top agents sharing pictures
21 of their yachts, airplanes, vacation properties, moves to Puerto Rico to the Compound for
22 tax purposes and generally showcasing much money they make each month due to their
23 participation in the pyramid.
24
25

26 37. DEFENDANT GOVE personally trained DEFENDANT GOLDEN and
27 DEFENDANT BJORKMAN on how to attract agents to eXp REALTY; in fact,
28

1 DEFENDANT GOLDEN stated in a video with DEFENDANT GOVE, that he called on
2 DEFENDANT GOVE and other top eXp agent Influencers, “a million times” to get
3 training help.
4

5 38. This training included inviting agents to events held at beautiful, exotic
6 locations, where successful real estate agents would meet in order to “rub shoulders” with
7 the “Who’s Who” at eXp, naming the big Influencers/Agent Attractors, with whom they
8 were encouraged to develop relationships, as well as to be trained on how to utilize and to
9 parrot the well-oiled recruitment techniques perfected by higher ups at eXp REALTY.
10
11

12 39. DEFENDANT GOVE also recommended, and still recommends to this day,
13 that agents “share hotel rooms” and encourages attendance at parties where he praises the
14 fact that they have bars stocked with copious amounts of alcohol; the all-inclusive price
15 that includes open bars is touted frequently in DEFENDANT GOVE’s solicitation for
16 DEFENDANT eXp REALTY’s recruiting events, as well as the encouragement to “rub
17 shoulders” with the top influencers at eXp.
18
19

20 40. Using the materials and knowledge obtained from DEFENDANT GOVE,
21 DEFENDANT SANFORD and DEFENDANT eXp REALTY, DEFENDANTS
22 BJORKMAN and GOLDEN also went to great lengths to showcase themselves as
23 successful businessmen and leaders in the real estate industry by speaking at eXp
24 REALTY events and hosting their own eXp REALTY recruitment events.
25
26
27
28

1 41. At these recruitment events, DEFENDANTS BJORKMAN and GOLDEN
2 promised agents that they would attain prosperity if they joined their downline in the
3 pyramid.
4

5 42. DEFENDANTS BJORKMAN and GOLDEN espoused the importance of
6 attending their events so that agents could be in the room with top influencers like
7 DEFENDANT GOVE.
8

9 43. Both prospective eXp REALTY agents and agents wanting to grow their
10 downline, believed that in order for them to develop their professional networks and
11 become successful eXp REALTY agents like DEFENDANTS GOVE, BJORKMAN and
12 GOLDEN, they had to be “in the room where it happens”, rubbing shoulders with the agent
13 influencers that DEFENDANT eXp REALTY often put on stage, promoted in online
14 videos, highlighted in their eXp Life magazine, or otherwise promoted visibly and
15 regularly.
16
17
18

19 44. DEFENDANTS BJORKMAN and GOLDEN made sure that each of their
20 events were fully stocked with copious amounts of alcohol and drugs, including GHB,
21 which is commonly referred to as a date-rape drug.
22

23 45. DEFENDANTS GOLDEN and BJORKMAN would then surreptitiously slip
24 attendees intoxicants, or fraudulently induce them to take intoxicants, which would cause
25 them to appear and to act as if they were attracted to DEFENDANTS BJORKMAN and
26 GOLDEN and their friends – thereby elevating DEFENDANTS GOLDEN and
27
28

1 BJORKMAN’s status at eXp – all in the name of appearing successful and consequently
2 better recruiters for eXp REALTY.

3
4 46. It was known that after an evening at these events, DEFENDANTS
5 BJORKMAN and GOLDEN would share videos and pictures of women they had drugged.

6
7 47. DEFENDANT GOVE enticed PLAINTIFFS and others to travel to
8 recruitment events for the purpose of increasing the number of agents in his downline.

9
10 48. As a result of these recruiting events, DEFENDANT GOVE benefited by the
11 growth of his own downline, as did DEFENDANT SANFORD and DEFENDANT eXp.

12
13 49. Because the success of DEFENDANTS GOLDEN and BJORKMAN directly
14 impacted DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp
15 REALTY, they routinely assisted DEFENDANTS GOLDEN and BJORKMAN in
16 cultivating their image of success.

17
18 50. DEFENDANT GOVE was keenly aware of the methods DEFENDANTS
19 BJORKMAN and GOLDEN used at their recruitment events.

20
21 51. DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp
22 REALTY maintained and controlled DEFENDANT BJORKMAN and DEFENDANT
23 GOLDEN’s recruitment activities sufficient to establish vicarious or agency liability under
24 the TVPRA.

25
26 52. According to DEFENDANT eXp REALTY’s most recent Proxy Statement
27 dated April 27, 2022, DEFENDANT eXp REALTY maintains a revenue-sharing plan
28 whereby each of its agents and brokers participate in and can receive monthly and annual

1 residual overrides on the gross commission income resulting from transactions
2 consummated by agents and brokers who they have attracted to eXp REALTY. Agents and
3 brokers are eligible for Revenue Share based on the number of producing Front-Line
4 Qualifying Active (“FLQA”) agents they have attracted to eXp REALTY. An FLQA is an
5 agent or broker that an agent or broker has personally attracted to eXp REALTY who has
6 met specific sales transaction volume requirements. In other words, their “recruits”.
7
8

9 53. Under DEFENDANT eXp REALTY’s agent’s agreement, vesting can occur
10 with respect to both stock option and the Revenue Share Program. Pursuant to
11 DEFENDANT eXp REALTY’s Revenue Share Vesting Policy, to qualify for revenue
12 share vesting, a “Participant” must meet several conditions including be affiliated with the
13 Company for not less than 36 months. A Participant shall be considered “Vested” in the
14 Revenue Share Plan’s eXpansion Revenue Share (sharing in the income from your
15 recruited agents) and will continue to receive the benefits provided under the Revenue
16 Share Plan even after a Participant disassociates from the Company (so long as they do not
17 go to a competitor).
18
19
20
21

22 54. DEFENDANT eXp REALTY automatically enrolls its agents into the eXp
23 Revenue Share Plan and heavily encourages and incentivizes its agents to become a
24 “Sponsor Agent”. DEFENDANT eXp REALTY calls this “Agent Attraction”.
25

26 55. DEFENDANT eXp REALTY directs, trains and teaches its Sponsor Agents
27 how to recruit and entice other real estate agents (“Recruited Agents”) to join
28

1 DEFENDANT eXp REALTY via DEFENDANT eXp REALTY’s Revenue Share
 2 Pyramid.

3
 4 56. By participating in DEFENDANT eXp REALTY’s Revenue Share Pyramid,
 5 Sponsor Agents receive substantial monetary compensation directly from DEFENDANT
 6 eXp REALTY. The higher a Sponsor Agent is placed in the Revenue Share Pyramid (or
 7
 8 stated another way, the more tiers of Recruited Agents that a Sponsor Agent can lock into
 9 their “downline” – downline being defined as agents they have recruited) the more money
 10 DEFENDANT eXp REALTY pays the Sponsor Agent and the more money DEFENDANT
 11 eXp REALTY and DEFENDANT SANFORD make (he is Agent #1, at the top of the
 12 pyramid).
 13
 14

	eXpansion Share % of AGCI	eXponential Share % of AGCI	FLQA Count Needed
TIER 1	///	3.5%	0 - 4
TIER 2	.2%	3.8%	5 - 9
TIER 3	.1%	2.4%	10 - 14
TIER 4	.1%	1.4%	15 - 19
TIER 5	.1%	0.9%	19 - 24
TIER 6	.5%	2.0%	25 - 39
TIER 7	.5%	4.5%	40+

AGCI = Adjusted Gross Commission Income
 FLQA = Front-Line Qualifying Agent

eXp agents can sponsor agents to join the company

Earn a percentage of revenue – eXp pays the revenue share, not the agent – when your sponsored agents close a transaction. Earn revenue share until your sponsored agent reaches their annual commission cap.

eXp
REALTY

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 22 <https://expREALTYgrowth.com/wp-content/uploads/2023/01/U.S.-eXp-Explained-Q3-2022.pdf>

23
 24
 25 57. In addition, Sponsor Agents get a stock award in DEFENDANT eXp
 26 REALTY every time their Recruited Agent sells a property.
 27
 28

1 58. Typically, and as was the case for the Plaintiffs, DEFENDANT eXp
 2 REALTY’s top recruiting Sponsor Agents (“Influencers”) would invite prospective and
 3 current DEFENDANT eXp REALTY real estate agents to social networking events (“eXp
 4 REALTY Recruiting Events”) for the purpose of recruiting, enticing and soliciting other
 5 real estate agents to join DEFENDANT eXp REALTY or to retain current DEFENDANT
 6 eXp REALTY real estate agents.
 7

9 59. DEFENDANT eXp REALTY receives a direct financial benefit every time a
 10 Sponsor Agent recruits a real estate agent into their downline, including, but not limited to
 11 the following: 20% of all commissions earned by the Recruited Agent; \$149 start-up fee
 12 paid by the Recruited Agent to DEFENDANT eXp REALTY; \$85/month cloud brokerage
 13 fee paid by the Recruited Agent to DEFENDANT eXp REALTY; \$25 transaction review
 14 fee paid by the Recruited Agent to DEFENDANT eXp REALTY; and a \$40 risk
 15 management fee paid by the Recruited Agent to DEFENDANT eXp REALTY.
 16
 17
 18

Earn more with our competitive commission structure.

COMMISSION & CAP	STANDARD COSTS ²
80/20 commission split \$16,000 cap <small>After capping, earn 100% commission for the remainder of the year.¹</small>	\$149 start-up fee \$85/month cloud brokerage fee \$25 transaction review fee ³ \$40 risk management fee ⁴

¹\$250 capped transaction fee. Once capped transaction fees total \$3,000, the capped transaction fee is reduced to \$75.
²U.S. compensation model.
³Per transaction.
⁴Per transaction and caps at \$500.

exp
REALTY

27 <https://expREALTYgrowth.com/wp-content/uploads/2023/01/U.S.-eXp-Explained-Q3-2022.pdf>

1 60. DEFENDANT eXp REALTY also receives a direct financial benefit from
2 every Recruited Agent in the amount of \$250 a month if the Recruited Agent fails to
3 generate a minimum of \$5,000 gross commission income or fails to close two qualifying
4 sale transactions within the preceding six full months. Although the standard contract states
5 that all agents share 20% of their commissions, DEFENDANT eXp REALTY makes
6 exceptions to this rule for select Influencers they want to recruit to DEFENDANT eXp
7 REALTY to attract more agents and increase certain Influencers' Revenue Share, to the
8 detriment of DEFEDANT eXp REALTY's shareholders.
9
10

11
12 61. DEFENDANT eXp REALTY has a symbiotic relationship with its top
13 agents/"Influencers". DEFENDANT eXp REALTY's part of the relationship is to put top
14 Influencers in the position to be able to increase the agent count by any means necessary.
15 The Influencers' role is to recruit as many agents as possible to keep the Revenue Share
16 pyramid from collapsing.
17
18

19 62. For this reason, DEFENDANT eXp REALTY went to great lengths to
20 promote the wealth and success of its Influencers. As part of this strategy spearheaded by
21 eXp President David Conord, DEFENDANT eXp REALTY profiles its top agents. One
22 such way the agents were profiled was on eXpLife, which is a website run by
23 DEFENDANT eXp to promote its agents.
24
25

26 63. DEFENDANT eXp REALTY was run by an executive leadership team which
27 made decisions relevant to the instant actions and individuals involved. At all relative
28 times it included, but was not limited to: DEFENDANT SANFORD, Jason Gesing, Jeff

1 Whiteside, Jim Bramble, David Conord, Michael Valdez, Courtney Keating, and Cory
2 Haggard. This leadership team also included top Alpha Influencer Brent Gove.

3
4 **DEFENDANT MICHAEL L. BJORKMAN AND**
5 **DEFENDANT DAVID S. GOLDEN**

6 64. In 2018, DEFENDANT BJORKMAN, a licensed real estate agent in the state
7 of California, was recruited by DEFENDANT GOLDEN to join DEFENDANT eXp
8 REALTY.

9
10 65. Prior to joining DEFENDANT eXp REALTY, DEFENDANT BJORKMAN
11 was an agent at Remax.

12
13 66. DEFENDANT BJORKMAN joined DEFENDANT eXp REALTY in 2018
14 and named DEFENDANT GOLDEN as his Sponsor Agent.

15
16 67. DEFENDANT BJORKMAN has been a self-described “leader” in the real
17 estate industry and was one of DEFENDANT eXp REALTY’s top recruiters/Influencers,
18 who generated a substantial part of his income, not from selling real estate, but by
19 recruiting real estate agents to join DEFENDANT eXp REALTY.²

20
21 68. According to DEFENDANT BJORKMAN, at DEFENDANT eXp REALTY,
22 “your net worth directly relates to your network.”³ DEFENDANT BJORKMAN develops
23

24
25 ² “Exp Agent Attraction Boot Camp Mike Bjorkman. How to recruit agents.”
26 [https://video.search.yahoo.com/search/video?fr=mcafee&ei=UTF-
27 8&p=exp+agent+attraction+video&type=E210US91088G0#id=10&vid=7acfc0304d9dbbc6d3e6ff4359aa
28 d6ce&action=view](https://video.search.yahoo.com/search/video?fr=mcafee&ei=UTF-8&p=exp+agent+attraction+video&type=E210US91088G0#id=10&vid=7acfc0304d9dbbc6d3e6ff4359aad6ce&action=view)

³ [https://video.search.yahoo.com/search/video?fr=mcafee&ei=UTF-
8&p=exp+agent+attraction+video&type=E210US91088G0#id=10&vid=7acfc0304d9dbbc6d3e6ff4359aa
d6ce&action=view](https://video.search.yahoo.com/search/video?fr=mcafee&ei=UTF-8&p=exp+agent+attraction+video&type=E210US91088G0#id=10&vid=7acfc0304d9dbbc6d3e6ff4359aad6ce&action=view)

1 his network by making recruits feel like a part of his “family”, caring for them and helping
2 them succeed in their careers.

3
4 69. DEFENDANT BJORKMAN does this by building a false relationship based
5 on trust and emotional connection, only then to manipulate, exploit and abuse these
6 relationships.

7
8 70. At DEFENDANT eXp REALTY’S direction and using their recruiting
9 techniques, DEFENDANT BJORKMAN recruited downline agents by inviting them to
10 travel to DEFENDANT eXp networking events in various states and Mexico.
11
12 DEFENDANT BJORKMAN stressed the critical importance of these events to his recruits
13 in furthering their career because DEFENDANT eXp Realty was all about recruiting
14 agents.
15

16 71. On March 8, 2021, DEFENDANT BJORKMAN was arrested in Miami-Dade
17 County for two (2) counts of sexual assault of JANE DOE 3.
18

19 72. In conjunction with that arrest, the Las Vegas Police Department issued a
20 Declaration of Warrant/Summons, Event Number 200900070704 (“Warrant”), a 27-page
21 report, which lays out its in-depth criminal investigation describing multiple occasions of
22 multiple women being drugged and assaulted by DEFENDANT BJORKMAN while
23 attending eXp REALTY Recruiting Events.
24
25

26 73. As described in the Warrant, there is a long history, dating back to 2000, of
27 multiple women accusing DEFENDANT BJORKMAN of both drugging and sexually
28 assaulting them.

1 74. One of the incidents detailed in the Warrant, details the rape of a real estate
2 agent that occurred in 2007. That same agent joined eXp REALTY in 2018. Shortly after
3 joining eXp REALTY, she ran into DEFENDANT BJORKMAN at eXpCon in New
4 Orleans in October 2018.
5

6 75. Seeing DEFENDANT BJORKMAN associated with the same company she
7 just joined as a real estate agent caused this agent to suffer extreme emotional distress, at
8 which time she told her Sponsor Agent Frank Crandall that DEFENDANT BJORKMAN
9 had assaulted her in 2007 and that she could not work for a company where he worked.
10 Shortly thereafter, this agent reached out to eXp REALTY'S Designated California Broker,
11 Debbie Penny. Ms. Penny never replied to this agent's attempts to contact her. Frustrated
12 with the lack of support, this agent left eXp Realty.
13
14
15

16 76. According to a Las Vegas Police Report, around April or May 2018, an eXp
17 REALTY Agent attended a real estate networking event in Denver, Colorado. One evening
18 during the conference, the eXp REALTY Agent went to the bar with several other event
19 attendees, including DEFENDANT BJORKMAN.
20

21 77. This eXp REALTY Agent only had one drink at the bar and does not recall
22 how she got the drink. After having that drink, the eXp REALTY Agent stood up and
23 immediately felt woozy and shaky. DEFENDANT BJORKMAN immediately noticed she
24 was sick and told her that she had been drugged, that she needed to eat and that she should
25 not leave the bar with anyone except for him. This eXp REALTY Agent does not recall
26 the rest of the evening. After learning about other women being drugged and assaulted by
27
28

1 DEFENDANT BJORKMAN, this now former eXp REALTY Agent has come to the
2 conclusion that she was also drugged by DEFENDANT BJORKMAN.

3
4 78. According to a Las Vegas Police Report, in early February 2019, another eXp
5 REALTY Agent attended a real estate networking event in Maui, Hawaii. During the
6 event, this eXp REALTY Agent had two drinks with DEFENDANT BJORKMAN. Soon
7 after, this eXp REALTY Agent began slipping in and out of consciousness and had to be
8 taken to Maui Hospital. Despite only having two drinks, this eXp REALTY Agent had a
9 Blood Alcohol Content of .21 (nearly three times the legal limit). This eXp REALTY
10 Agent now believes that she was drugged with alcohol powder and believes that
11 DEFENDANT BJORKMAN was the individual who drugged her.

12
13
14
15 79. The Las Vegas Police Report detailed yet another incident involving a
16 different agent that occurred in or around May-June 2019. In this instance, a real estate
17 agent and her husband attended an eXp recruiting event in Coronado, California.
18 DEFENDANT BJORKMAN invited her and her husband to brunch. They each had one
19 glass of wine and then DEFENDANT BJORKMAN invited them to DEFENDANT
20 GOLDEN and DEFENDANT BJORKMAN's suite utilized for eXp recruiting parties.
21 While in the suite, DEFENDANT GOLDEN arrived. The real estate agent and her
22 husband were each offered a mixed drink. Soon after, the real estate agent had limited
23 memory of the rest of the day, missed pre-arranged dinner plans, missed many text
24 messages, and did not wake up until the following morning. This agent believes she was
25
26
27
28

1 drugged, but at the time, did not know who was responsible. This agent joined eXp
2 REALTY in October 2019 and named DEFENDANT BJORKMAN as her sponsor.

3
4 80. Per the Las Vegas Police Report, later that year, in December 2019, this same
5 eXp REALTY agent traveled to Puerto Rico to visit top eXp REALTY influencer and eXp
6 REALTY then Board Member Gene Frederick. Rosie Rodriguez, an agent in her upline
7 and DEFEDANT GOLDEN's direct eXp sponsor, also was supposed to attend the event
8 but cancelled at the last moment. Consequently, this eXp REALTY Agent was staying at a
9 rental home alone with DEFENDANT BJORKMAN and DEFENDANT GOLDEN.
10

11
12 81. This eXp REALTY Agent was so fearful during her stay due to inappropriate
13 sexual comments and actions said and done by both DEFENDANT BJORKMAN and
14 DEFENDANT GOLDEN that she locked her door to her bedroom each night to prevent
15 them from entering. As they tried to wiggle the door open, she stayed on the phone with
16 her husband throughout the night.
17

18
19 82. Due to being so uncomfortable, she left the trip a day early and asked eXp
20 REALTY Board Member Gene Frederick to drive her to the airport, which he did. On
21 February 25, 2020, DEFENDANT GOLDEN flew to her hometown in Minnesota to attend
22 an eXp REALTY recruiting event. Sometime thereafter, this eXp REALTY Agent
23 contacted eXp REALTY to request that she no longer be in DEFENDANT BJORKMAN
24 and DEFENDANT GOLDEN'S downline.
25
26
27
28

1 83. As noted by one of the witnesses in the Warrant, after DEFENDANT
2 BJORKMAN drugged and assaulted certain women, DEFENDANT BJORKMAN has
3 contacted them, “threatening” them not to say anything.
4

5 84. According to the State of California Department of Real Estate,
6 DEFENDANT BJORKMAN was affiliated with DEFENDANT eXp REALTY’s Broker
7 License from August 13, 2018 to September 18, 2020. Under the terms of DEFENDANT
8 eXp REALTY’s Revenue Share Plan, should an agent no longer have their license with
9 DEFENDANT eXp REALTY, then they no longer would be entitled to participate in
10 DEFENDANT eXp REALTY’s Revenue Share Plan.
11
12

13 85. DEFENDANT BJORKMAN no longer holds his real estate license under
14 DEFENDANT eXp REALTY. DEFENDANT BJORKMAN, however, still holds a
15 California real estate license.
16

17 86. As of September 18, 2020, DEFENDANT BJORKMAN’s license was no
18 longer connected to eXp REALTY; however, DEFENDANT BJORKMAN to this day is
19 still a Participant in DEFENDANT eXp Realty’s Revenue Share Program.⁴
20
21

22 87. Pursuant to DEFENDANT eXp’s standard Agent Agreement, to become a
23 Vested Participant, an agent must be affiliated (licensed with DEFENDANT eXp
24 REALTY as the brokerage) with the Company for not less than 36 months.
25
26

27 _____
28 ⁴ Plaintiff Sims was entitled to half of the Revenue Share of DEFENDANT BJORKMAN;
however, DEFENDANT eXp REALTY is giving 100% of the Revenue Share to DEFENDANT
BJORKMAN and none to Plaintiff Sims.

1 88. Despite the fact that DEFENDANT BJORKMAN did not meet the
2 requirements to become a Vested Participant, upon information and belief, DEFENDANT
3 eXp REALTY allowed DEFENDANT BJORKMAN to vest.
4

5 89. Conversely, DEFENDANT eXp REALTY did not allow did not grant the
6 same vesting exception to Jane Doe 3.
7

8 90. After learning about the incidents related to Plaintiff Lundy and Jane Doe 3,
9 described in detail below, DEFENDANT eXp REALTY removed DEFENDANT
10 BJORKMAN from their license but continued to allow him to go to eXp events, continued
11 to socialize with him and continued to pay him substantial amounts of money each month
12 because he was a top Influencer.
13

14 91. DEFENDANT eXp REALTY would not allow Plaintiffs who had
15 DEFENDANT BJORKMAN as their sponsor to move lines, forcing them to financially
16 support their rapist.
17

18 92. In 2017, DEFENDANT GOLDEN was introduced to DEFENDANT eXp
19 REALTY by a DEFENDANT eXp REALTY recruiting agent named Rosie Rodriguez.
20

21 93. As of February 1, 2018, DEFENDANT GOLDEN joined DEFENDANT eXp
22 REALTY and named Rosie Rodriguez as his Sponsor Agent.
23

24 94. According to the Nevada Department of Real Estate, DEFENDANT
25 GOLDEN is currently an active agent affiliated with DEFENDANT eXp REALTY.
26
27
28

1 95. DEFENDANT GOLDEN is one of DEFENDANT eXp REALTY’s top
2 recruiters/Influencers and generates the majority of his income not from selling real estate
3 but by recruiting real estate agents to join DEFENDANT eXp REALTY.
4

5 96. DEFENDANT GOLDEN develops his network by building a false
6 relationship based on trust and emotional connection, only then to manipulate, exploit and
7 abuse these relationships.
8

9 97. Multiple women informed the Las Vegas Police Investigator that they
10 personally saw DEFENDANT GOLDEN with GHB⁵ and other illicit substances on
11 multiple occasions, and they believe those substances supplied by DEFENDANT
12 GOLDEN were used to drug them so that they could be sexually assaulted at
13 DEFENDANT eXp REALTY Recruitment Events. Many of these women also informed
14 the Las Vegas investigator that DEFENDANT GOLDEN was a participant in the sexual
15 assaults that occurred at DEFENDANT eXp REALTY Recruitment Events.
16
17
18

19 98. As part of its investigation and as detailed in the Warrant, several victims are
20 aware that DEFENDANT BJORKMAN and DEFENDANT GOLDEN made videos of
21 their sexual assaults.
22

23
24 ⁵ GHB (Gamma-Hydroxybutyric Acid) is commonly known as the “date rape drug. It comes in a liquid or as a white powder that is
25 dissolved in water, juice, or alcohol. In liquid form, GAB is clear and colorless. When taken, it can cause hallucinations, euphoria,
26 drowsiness, decreased anxiety, excited and aggressive behavior. Overdose symptoms include unconsciousness, seizures,
27 slowed heart rate, greatly slowed breathing, lower body temperature, vomiting, nausea, coma, and death. Source:
28 <https://www.dea.gov/factsheets/ghb-gamma-hydroxybutyric-acid>

29 GHB’s liquid form allows it to be slipped into drinks, and its sedative effects prevent victims from resisting sexual assault.
30 GHB can also cause amnesia, meaning that when people recover from the drug’s effects, they may not remember what
31 happened. <https://www.camh.ca/en/health-info/mental-illness-and-addiction-index/ghb/#:~:text=People%20who%20use%20GHB%20regularly%20can%20develop%20tolerance,symptoms%20if%20they%20abruptly%20stop%20using%20the%20drug>

1 99. DEFENDANT BJORKMAN and DEFENDANT GOLDEN made it known to
2 many of the women they drugged and assaulted that they had valuable and explicit videos
3 and pictures of the women.
4

5 100. As part of its investigation, the police obtained a search warrant for
6 DEFENDANT GOLDEN's cell phone. The police conducted a digital extraction of the
7 phone, the results of which remain in police custody. Upon information and belief, some
8 of the photos and videos recovered from the DEFENDANT GOLDEN's phone contain
9 evidence that supports the allegations set forth in this Complaint.
10
11

12 101. DEFENDANT BJORKMAN and DEFENDANT GOLDEN would on a
13 regular basis sponsor recruitment events to entice agents to join eXp Realty. A key part of
14 their recruitment at the direction of DEFENDANT eXp REALTY was to create an image
15 of "success" which consisted of being surrounded by beautiful women whom they could
16 sexually exploit.
17
18

19 102. DEFENDANT eXp REALTY was aware of these recruitment events,
20 including of what went on at these events, held by DEFENDANT BJORKMAN and
21 DEFENDANT GOLDEN and financially benefitted from them.
22

23 103. Despite knowing of DEFENDANT GOLDEN'S criminal actions,
24 DEFENDANT eXp REALTY took no action to remove DEFENDANT GOLDEN from
25 DEFENDANT eXp REALTY and continued to promote him as one of their respected
26 agents as seen on its website life.exprealty.com.
27
28

1 104. DEFENDANT eXp REALTY decided to take no action against
2 DEFENDANT GOLDEN because DEFENDANT GOLDEN provided a long line of agents
3 below him without which his upline, consisting of DEFENDANT GOVE and
4 DEFENDANT SANFORD and others in the upline would lose substantial income.
5

6 **DEFENDANT BRENT GOVE AND DEFENDANT GLENN SANFORD**
7

8 105. DEFENDANT GOVE is one of eXp REALTY's top recruiters. According to
9 his own website, DEFENDANT GOVE has close to 20,000 agents in his downline which
10 translates into more than a fifth of all of DEFENDANT eXp REALTY's agents.
11

12 106. DEFENDANT GOVE was aware of DEFENDANT BJORKMAN and
13 DEFENDANT GOLDEN's recruitment events and would often tell other agents that he
14 was living vicariously through DEFENDANT GOLDEN.
15

16 107. DEFENDANT GOVE held his own recruiting events where upon information
17 and belief women were assaulted by DEFENDANT BJORKMAN and/or DEFENDANT
18 GOLDEN who were invited to these events by DEFENDANT GOVE.
19

20 108. DEFENDANT SANFORD is Agent #1. He is the founder of eXp Realty and
21 is at the top of the Revenue Share Pyramid.
22

23 109. When reports of DEFENDANT BJORKMAN and DEFENDANT
24 GOLDEN's criminal conduct became public knowledge a small minority of
25 DEFENDANT eXp REALTY's corporate leadership expressed a strong desire to terminate
26 DEFENDANT BJORKMAN and DEFENDANT GOLDEN's association with
27 DEFENDANT eXp REALTY.
28

1 110. Upon information and belief, DEFENDANT GOVE threatened to pull his
2 entire team, one-fifth of the entire company, from DEFENDANT eXp REALTY if
3 DEFENDANT eXp REALTY removed DEFENDANT BJORKMAN AND DEFENDANT
4 GOLDEN from DEFENDANT eXp REALTY.
5

6 111. Upon information and belief, DEFENDANT SANFORD, DEFENDANT
7 GOVE and others came to an agreement whereby they would allow DEFENDANT
8 GOLDEN to remain at DEFENDANT eXp REALTY and continue to promote him and to
9 remove DEFENDANT BJORKMAN from their license but continue to pay him his
10 Revenue Share contrary to their own policies.
11

12 112. DEFENDANT SANFORD had actual knowledge about DEFENDANT
13 BJORKMAN AND DEFENDANT GOLDEN's criminal activities with respect to Jane
14 Does 1, 2, and 3 as well as others; this was made public by a Facebook post in September
15 2020, but on information and belief, actual knowledge predated this post.
16
17

18 113. Upon information and belief, when DEFENDANT eXp REALTY and
19 DEFENDANT SANFORD knew about the multiple assaults, he was asked what would he
20 do when this came out publicly. DEFENDANT SANFORD's response was to say, so
21 what, it is only going to be in the news cycle for 3-5 days, and nothing will happen.
22
23

24 114. Rather than conducting a legitimate investigation into the Plaintiffs'
25 complaints regarding DEFENDANT BJORKMAN and DEFENDANT GOLDEN,
26 DEFENDANT eXp REALTY, DEFENDANT GOVE AND DEFENDANT SANFORD
27
28

1 did a cost benefit analysis and decided it made economic sense to continue to pay
2 DEFENDANT GOLDEN AND DEFENDANT BJORKMAN.

3
4 115. DEFENDANT GOVE AND DEFENDANT SANFORD repeatedly acted as if
5 they were hearing the assault complaints for the first time even though they were
6 personally made aware repeatedly through the proper chain of command and direct
7
8 communications about these assaults over the years. They put monetary gain over the
9
10 wellbeing of the PLAINTIFFS.

11 116. DEFENDANT SANFORD, DEFENDANT GOVE, DEFENDANT
12 BJORKMAN and DEFENDANT GOLDEN gaslit the Plaintiffs in concert, shaming and
13
14 blaming the Plaintiffs, holding these horrific moments over their heads.⁶

15 117. By choosing to allow DEFENDANT GOLDEN AND DEFENDANT
16 BJORKMAN's behavior to go unchecked for years simply so they could continue to reap
17
18 the financial benefits provided by DEFENDANT BJORKMAN and DEFENDANT
19 GOLDEN, DEFENDANT eXp REALTY, DEFENDANT GOVE and DEFENDANT
20
21 SANFORD were complicit in allowing assaults to occur.

22 118. The DEFENDANTS, acting with a common purpose to recruit new agents, to
23
24 maintain downlines, financially benefitted from allowing this behavior to occur.
25
26
27

28 ⁶ Due to the drugging and gaslighting, Plaintiffs' state law causes of action are tolled based on their delayed discovery.

1 knowing, or ... in reckless disregard of the fact, that means of
2 force, threats of force, fraud, coercion ..., or any combination of
3 such means will be used to cause the person to engage in a
4 commercial sex act, ...

6 123. 18 U.S.C. § 1591(d) criminalizes “obstructing, attempting to obstruct, or in
7 any way interfering with or preventing the enforcement of this section.”

9 124. 18 U.S.C. § 1595, provides a civil remedy to victims of sex trafficking crimes,
10 including violations of 18 U.S.C. § 1591(a) and § 1591(d), against the perpetrator of such
11 crimes and against anyone else who knowingly benefits, financially or by receiving
12 anything of value, from participation in a venture which that person knew or should have
13 known has engaged in a sex trafficking crime. 18 U.S.C. §1595(a).
14

16
17 **ALLEGATIONS RELATING TO PLAINTIFFS**

18 *Fabiola Acevedo*

19
20 125. In early 2018, during a real estate networking event, DEFENDANT GOLDEN
21 first began trying to recruit Ms. Acevedo to join DEFENDANT eXp REALTY.

22 126. DEFENDANT GOLDEN explained to Ms. Acevedo that if she joined
23 DEFENDANT eXp REALTY, it was important whom she chose as her Sponsor Agent as
24 this person would provide her with important connections and coaching to help her grow
25 her real estate business.
26
27
28

1 127. Ms. Acevedo had known DEFENDANT GOLDEN as a leader in the real
2 estate business for some time and trusted him and his guidance.

3
4 128. After many conversations with DEFENDANT GOLDEN, Ms. Acevedo
5 decided she wanted to join DEFENDANT eXp REALTY and have DEFENDANT
6 GOLDEN as her Sponsor Agent.

7
8 129. A contract was sent to Ms. Acevedo to join DEFENDANT eXp REALTY and
9 Ms. Acevedo named DEFENDANT GOLDEN as her Sponsor Agent. Soon after,
10 DEFENDANT GOLDEN recalled the contract and told Ms. Acevedo that instead of
11 naming DEFENDANT GOLDEN as her Sponsor Agent, she should name DEFENDANT
12 BJORKMAN as her Sponsor Agent telling Ms. Acevedo that it would be better for her
13 professional growth to have two Sponsor Agents, DEFENDANT GOLDEN and
14 DEFENDANT BJORKMAN.
15

16
17 130. DEFENDANT GOLDEN then explained to Ms. Acevedo that DEFENDANT
18 BJORKMAN had already purchased tickets to a real estate networking event hosted by the
19 Closing Table at the Pelican Hill Hotel in Pelican Hill, California on July 20-22, 2018 and
20 that it would be good for her career to go to this event as DEFENDANT BJORKMAN'S
21 guest.
22

23
24 131. Arriving a day before the start of the conference, DEFENDANT GOLDEN's
25 (and DEFENDANT eXp REALTY's) Sponsor Agent, Rosie Rodriguez invited Ms.
26 Acevedo to tour her eXp REALTY office and stay the night at her guest house.
27
28

1 132. The next day, on July 20, 2018, Ms. Rodriguez dropped off PLAINTIFF
2 ACEVEDO at the Pelican Hill Hotel for the networking conference. During the drive, Ms.
3 Rodriguez and DEFENDANT GOLDEN were on a phone conference call and
4 DEFENDANT GOLDEN. PLAINTIFF ACEVEDO made DEFENDANT GOLDEN aware
5 that she was in the car with Ms. Rodriguez.
6

7
8 133. Upon checking in, the hotel informed PLAINTIFF ACEVEDO that she did
9 not have a room reserved in her name and that the hotel was sold out and there were no
10 more rooms available. Upset, PLAINTIFF ACEVEDO called DEFENDANT GOLDEN
11 about the lack of accommodations. DEFENDANT GOLDEN told her to stay in
12 DEFENDANT BJORKMAN's hotel room, that she could trust him, that they were
13 "family".
14

15
16 134. Based on a long-term platonic friendship with DEFENDANT GOLDEN,
17 PLAINTIFF ACEVEDO trusted him and agreed to stay in DEFENDANT BJORKMAN's
18 room which had separate beds.
19

20 135. That evening, PLAINTIFF ACEVEDO had a single cocktail with
21 DEFENDANT BJORKMAN and others at the hotel bar. Thereafter, she remembers
22 nothing until the next morning whereupon she awoke naked in DEFENDANT
23 BJORKMAN'S hotel room. Another woman and DEFENDANT BJORKMAN were in the
24 other bed naked. Another man was on the floor clothed.
25
26
27
28

1 136. Disoriented and in shock, PLAINTIFF ACEVEDO ran to the bathroom to
 2 shower only to have DEFENDANT BJORKMAN come into the bathroom naked, exposing
 3 himself to her and attempting to engage her in inappropriate sexual contact.
 4

5 137. The day the conference started, July 20, 2018, DEFENDANT eXp REALTY
 6 sent PLAINTIFF ACEVEDO a new offer to join DEFENDANT eXp REALTY. Uncertain
 7 and confused about the events at the conference, PLAINTIFF ACEVEDO signed the
 8 agreement on July 23, 2018, naming DEFENDANT BJORKMAN as her Sponsor Agent.
 9

10 138. All DEFENDANT eXp REALTY Agents that participate in DEFENDANT
 11 eXp REALTY’s Revenue Share pyramid have an “upline.” PLAINTIFF ACEVEDO’s
 12 eXp REALTY “upline” is as follows:
 13

Level	eXp Sponsor Agent
TIER 7	Sheila Fejeran
TIER 6	Colby Anne Casoria
TIER 5	Brent Gove
TIER 4	Rick Geha
TIER 3	Rosie Rodriguez
TIER 2	David Golden
TIER 1	Michael Bjorkman

14
 15
 16
 17
 18
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 20
 21
 22 139. As a result of DEFENDANT BJORKMAN and DEFENDANT GOLDEN’s
 23 Venture, PLAINTIFF ACEVEDO was deeply traumatized and unable to work as a real
 24 estate agent. However, she continued to pay all fees required by DEFENDANTS.
 25

26 140. On March 7, 2022, PLAINTIFF ACEVEDO attended a conference where she
 27 saw and spoke to DEFENDANT SANFORD, current CEO of DEFENDANT eXp
 28

1 REALTY about the 2018 incident and what she experienced thereafter. Despite already
2 knowing about DEFENDANT BJORKMAN's and DEFENDANT GOLDEN's pattern and
3 practice of predatory sexual conduct toward DEFENDANT eXp REALTY agents based on
4 his position as the CEO of DEFENDANT eXp REALTY, DEFENDANT SANFORD did
5 nothing to assist PLAINTIFF ACEVEDO and acted as if he was hearing about their
6 behavior for the very first time, thus gaslighting PLAINTIFF ACEVEDO.
7
8

9 141. On or about June 9, 2022, PLAINTIFF ACEVEDO spoke with Jason Gesing,
10 who at that time was the CEO of DEFENDANT eXp REALTY, about the 2018 incident
11 and what she experienced thereafter. Despite already knowing about DEFENDANT
12 BJORKMAN's and DEFENDANT GOLDEN's pattern and practice of predatory sexual
13 conduct toward DEFENDANT eXp REALTY agents from his position as the CEO of
14 DEFENDANT eXp REALTY, Mr. Gesing did nothing to assist PLAINTIFF ACEVEDO.
15
16

17 142. In addition to not receiving any substantive help from either DEFENDANT
18 SANFORD or Gesing, PLAINTIFF ACEVEDO reached out to multiple people at
19 DEFENDANT eXp REALTY asking for assistance. No substantive help was provided to
20 PLAINTIFF ACEVEDO.
21
22

23 ***Plaintiff Sims***

24 143. PLAINTIFF SIMS is a real estate agent and former business partner with
25 DEFENDANT BJORKMAN.
26

27 144. After DEFENDANT BJORKMAN joined DEFENDANT eXp REALTY,
28 DEFENDANT BJORKMAN recruited PLAINTIFF SIMS to join DEFENDANT eXp

1 REALTY. Initially, she refused to join because she knew if she named DEFENDANT
2 BJORKMAN as her Sponsor Agent, DEFENDANT GOLDEN would be in her “upline.”
3

4 145. PLAINTIFF SIMS was weary to have DEFENDANT GOLDEN in her upline
5 because DEFENDANT BJORKMAN would constantly tell her that DEFENDANT
6 GOLDEN was a “dirtbag” and a “rapist.” DEFENDANT BJORKMAN also told
7
8 PLAINTIFF SIMS that despite DEFENDANT GOLDEN’s moral failings, he felt that he
9 owed DEFENDANT GOLDEN.

10
11 146. After incessant recruiting efforts, PLAINTIFF SIMS agreed to join
12 DEFENDANT eXp REALTY and name DEFENDANT BJORKMAN as her Sponsor
13 Agent. DEFENDANT BJORKMAN told PLAINTIFF SIMS in multiple communications
14 were 50/50 partners and that they would divide the Revenue Share, Stock and any financial
15 gain from eXp 50/50.
16

17
18 147. PLAINTIFF SIMS’s DEFENDANT eXp REALTY “upline” is as follows:

Level	eXp Sponsor Agent
TIER 7	Sheila Fejeran
TIER 6	Colby Anne Casoria
TIER 5	Brent Gove
TIER 4	Rick Geha
TIER 3	Rosie Rodriguez
TIER 2	David Golden
TIER 1	Michael Bjorkman

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26 148. On April 11, 2019, PLAINTIFF SIMS attended a real estate networking event
27 hosted by The Closing Table at a hotel in Beverly Hills, CA for the purpose of learning
28

1 during the day and recruiting real estate agents to join DEFENDANT eXp REALTY at
2 night.

3
4 149. PLAINTIFF SIMS and DEFENDANT BJORKMAN went to the dinner with
5 other conference attendees. PLAINTIFF SIMS had a single glass of wine at dinner.

6 150. After dinner, PLAINTIFF SIMS went to the hotel bar and had one drink.

7
8 151. Later that evening, one of the event hosts invited everyone to his room for a
9 get-together. PLAINTIFF SIMS didn't want to go to the event but felt pressured to
10 network and recruit other agents to join DEFENDANT eXp REALTY since that was the
11 purpose of the trip.
12

13 152. When they arrived at the host's room, DEFENDANT BJORKMAN handed
14 her a drink.
15

16 153. Shortly thereafter, PLAINTIFF SIMS blacked out until the next morning
17 when she woke up naked and alone in her hotel room. The room was in disarray, and she
18 could tell room service had been there, but she had spotty memory of it and was trying to
19 decipher what had occurred.
20

21 154. She immediately went to the bathroom. She felt sick, saw blood from her
22 vagina and experienced pain.
23

24 155. Soon after, the phone rang, and it was DEFENDANT BJORKMAN calling
25 her. By this time, she was starting to get flashes of memories from the night before.
26 PLAINTIFF SIMS immediately asked DEFENDANT BJORKMAN, "What happened?
27 What did you do?" She accused him of having sex with her. Rather than admit that they
28

1 had sexual intercourse, DEFENDANT BJORKMAN gaslit her and repeatedly told her that
2 she was crazy and that nothing happened.

3
4 156. Later that day, PLAINTIFF SIMS told DEFENDANT BJORKMAN that she
5 thinks she was “roofied” the night before. DEFENDANT BJORKMAN replied that he
6 must have been “roofied” as well and continued to gaslight her, telling her that she was
7 crazy and that nothing happened.
8

9 157. A few days after she was raped, DEFENDANT BJORKMAN sent her a video
10 from the night of the rape in an effort to “prove” she was drunk. The video shows that
11 PLAINTIFF SIMS was hallucinating and acting completely out of character. Despite
12 having only three (3) drinks during the entire evening, PLAINTIFF SIMS has no memories
13 of the events depicted in the video.
14
15

16 158. On April 27, 2019, PLAINTIFF SIMS and DEFENDANT BJORKMAN
17 traveled from California to San Antonio, Texas for another real estate networking event
18 (hosted by a networking group called “Club Wealth”) to recruit agents to join
19 DEFENDANT eXp REALTY.
20

21
22 159. While in San Antonio, PLAINTIFF SIMS was still questioning her sanity and
23 would repeatedly ask DEFENDANT BJORKMAN if he had assaulted her/penetrated her
24 while she was incapacitated at the last event they attended.
25

26 160. After repeated questioning, DEFENDANT BJORKMAN finally admitted that
27 they did have sex at the last event. He told her he lied because he didn’t want to
28 “embarrass” her. DEFENDANT BJORKMAN went on to explain that PLAINTIFF SIMS

1 was “fucked up” and out of control, was hitting on him and was all over him.

2 DEFENDANT BJORKMAN did not confess that he had drugged her which is why she
3 was behaving so out of character.
4

5 161. At that moment, PLAINTIFF SIMS decided she would start the difficult
6 process of leaving the business they had built together, but because of their business and
7 financial entwinement, she knew it would take some time before she could completely
8 distance herself from him.
9

10 162. PLAINTIFF SIMS considered at that point reporting him to the authorities but
11 thought no one would believe her. She did confide in some friends about what had
12 happened.
13

14 163. As soon as she was able to do so, PLAINTIFF SIMS severed all ties with
15 DEFENDANT BJORKMAN.
16

17 164. As a result of being drugged/rendered incapacitated and being assaulted,
18 PLAINTIFF SIMS has suffered extreme emotional distress, has PTSD and has lost
19 business opportunities which significantly impacted her income.
20

21 165. After hearing that other eXp Agents had a similar experience of being drugged
22 and raped by DEFENDANT BJORKMAN and/or DEFENDANT GOLDEN, PLAINTIFF
23 SIMS reported the assault by DEFENDANT BJORKMAN in or around October 6, 2020 to
24 Cory Haggard, a member of the eXp executive leadership. During that call, Plaintiff Sims
25 reported to eXp her upline agents’ wrongdoing, including but not limited to the following:
26
27
28

- 1 • In or around 2014, DEFENDANT BJORKMAN told her to stay away from
- 2 DEFENDANT GOLDEN because he will drug you and rape you;
- 3 • DEFENDANT BJORKMAN showed her videos of DEFENDANT GOLDEN
- 4 where he was completely naked performing sex acts with women;
- 5 • DEFENDANT BJORKMAN and DEFENDANT GOLDEN used their
- 6 recruitment parties to bring agents into eXp;
- 7 • In February 2019, DEFENDANT BJORKMAN was trying to recruit an agent
- 8 who was drugged and paramedics were called and took her to a hospital;
- 9 • DEFENDANT BJORKMAN and DEFENDANT GOLDEN would get people
- 10 drunk and then get them to sign to join eXp.

11 166. PLAINTIFF SIMS repeatedly requested to be moved from DEFENDANT
12 GOLDEN and DEFENDANT BJORKMAN's line. After months of these repeated
13 requests, they agreed to move her but refused to pay her the part of the Revenue Share they
14 were sending to DEFENDANT BJORKMAN.
15
16

17 *Plaintiff Lundy*

18 167. PLAINTIFF LUNDY was invited to attend an eXp REALTY Recruiting
19 Event at the Wynn and Encore Hotel and Casino in Las Vegas, NV, from August 27, 2020
20 to August 30, 2020. The event was hosted by DEFENDANT GOLDEN and
21 DEFENDANT BJORKMAN as an eXp recruiting event.
22
23

24 168. On Friday, August 28, 2020, PLAINTIFF LUNDY and other attendees took
25 an event-provided bus from their hotel to an eXp REALTY Recruitment Event held at the
26 guest speaker, Jon Cheplak's house, in Henderson, NV. Attending the event were many
27 DEFENDANT eXp REALTY real estate agents, including DEFENDANT GOVE.
28

1 169. Discussed at this eXp REALTY Recruitment Event was Agent Attraction and
2 DEFENDANT eXp REALTY’s Revenue Share pyramid.

3
4 170. After the event, the bus returned them to their hotel (Wynn). PLAINTIFF
5 LUNDY and a couple of friends planned on going to dinner that evening but first, they
6 wanted to stop by a get-together held by two of the event’s hosts, DEFENDANT
7 BJORKMAN and DEFENDANT GOLDEN.
8

9 171. That evening, DEFENDANT BJORKMAN and DEFENDANT GOLDEN
10 held the get-together inside of their suite, at the Encore Hotel and Casino. DEFENDANT
11 BJORKMAN and DEFENDANT GOLDEN invited event attendees to their suite for
12 drinks, snacks, and to hang out that evening.
13

14
15 172. After arriving, PLAINTIFF LUNDY poured herself one cup of vodka and
16 soda water, which she sipped during the event.

17
18 173. PLAINTIFF LUNDY continually added soda water to the drink and never
19 added more vodka. This was the only alcoholic beverage she drank over the course of the
20 entire evening, and she did not finish the entire drink.
21

22 174. After the party, PLAINTIFF LUNDY and some of her friends left for
23 Caesar’s Palace where they had dinner.

24
25 175. PLAINTIFF LUNDY recalls leaving the eXp REALTY Recruiting Event but
26 has very limited memory for the remainder of the evening.
27
28

1 176. While at dinner, PLAINTIFF LUNDY recalls having to excuse herself from
2 the table to go to the bathroom and vomit. She also recalls sitting at the dinner table but
3 has no memory of leaving the dinner.
4

5 177. PLAINTIFF LUNDY next recalls waking up the next morning with a
6 headache, feeling very groggy and was nude in her own bed in her hotel room.
7

8 178. PLAINTIFF LUNDY has since shared her experience with co-workers who
9 were with her that evening. Based on her conversations with them she learned that she
10 went to the bathroom multiple times while at dinner, and she was gone for so long that her
11 friends had to go to the restroom to find her. PLAINTIFF LUNDY has no memory of this
12 happening.
13

14 179. In addition to discussing the evening with her friends, PLAINTIFF LUNDY
15 posted about this experience on her Facebook page but did not publicly provide
16 DEFENDANT BJORKMAN or DEFENDANT GOLDEN's name in the post. As a result,
17 she discovered that other women associated with DEFENDANT eXp REALTY had been
18 rendered incapacitated, drugged, and sexually assaulted after attending the same and other
19 eXp REALTY Recruiting Events.
20
21
22

23 180. After speaking with several people, PLAINTIFF LUNDY realized that she
24 was drugged/rendered incapacitated by DEFENDANT BJORKMAN and DEFENDANT
25 GOLDEN.
26

27 181. In addition, on the evening before PLAINTIFF LUNDY was drugged,
28 DEFENDANT BJORKMAN and DEFENDANT GOLDEN rented a cabana at the Wynn

1 hotel pool. As the rest of the party was leaving, DEFENDANT BJORKMAN invited
2 PLAINTIFF LUNDY to stay behind and have a cigarette with him, which she did. He then
3
4 said that everyone was going back up to the suite, so she followed him. When PLAINTIFF
5 LUNDY got there, it was only DEFENDANT GOLDEN and his girlfriend present. They
6
7 pressured PLAINTIFF LUNDY to stay and have another drink, but PLAINTIFF LUNDY
8 declined the invitation and returned to her hotel room.

9 *182.* As a result of being drugged/rendered incapacitated and having no memory of
10 the events that happened later, PLAINTIFF LUNDY has suffered extreme emotional
11
12 distress; has lost business opportunities, including but not limited to, a lucrative position
13 she had coaching other real estate agents, speaking and marketing opportunities.
14
15 PLAINTIFF LUNDY continues to live in fear of running into DEFENDANT
16 BJORKMAN and DEFENDANT GOLDEN at real estate events, so much so that for a
17
18 significant period of time, she was unable to attend any networking events which
19 significantly impacted her income.

20 ***Jane Doe 3***

21
22 *183.* At all times relevant to this Complaint, JANE DOE 3 was a real estate agent
23 for DEFENDANT eXp REALTY.

24
25 *184.* In August of 2020, JANE DOE 3 was invited to attend an event in Las Vegas
26 by her Sponsor Agent DEFENDANT BJORKMAN, and his Sponsor Agent DEFENDANT
27 GOLDEN. It was marketed to her as an eXp REALTY Recruiting Event that would be
28 good for her real estate career to attend.

1 185. On Thursday, August 27, 2020, JANE DOE 3 traveled from Florida to Las
2 Vegas, NV to attend the eXp REALTY Recruiting Event which was held at multiple
3 locations including the Encore Hotel and Casino where JANE DOE 3 had a hotel room.
4

5 186. On Saturday, August 29, 2020, JANE DOE 3 went to DEFENDANT
6 BJORKMAN and DEFENDANT GOLDEN’S hotel suite for another DEFENDANT eXp
7 REALTY group get-together. JANE DOE 3 remembered DEFENDANT GOLDEN
8 becoming upset during the evening, so she and DEFENDANT BJORKMAN went for a
9 walk on the Las Vegas Strip and gambled at the casino.
10
11

12 187. After gambling for a while, JANE DOE 3 and DEFENDANT BJORKMAN
13 returned to DEFENDANT BJORKMAN and DEFENDANT GOLDEN’S hotel suite.
14 JANE DOE 3’s memory is spotty and limited from this point forward.
15

16 188. JANE DOE 3 does recall being sexually assaulted by DEFENDANT
17 BJORKMAN that evening.
18

19 189. JANE DOE 3 also recalls witnessing both DEFENDANT BJORKMAN and
20 DEFENDANT GOLDEN consume GHB from a plastic “5 Hour Energy” bottle. They
21 both told her that they take GHB recreationally.⁷
22
23
24
25
26

27 ⁷ People who use GHB regularly can develop tolerance to the effects of the drug.
28 <https://www.camh.ca/en/health-info/mental-illness-and-addiction-index/ghb/#:~:text=People%20who%20use%20GHB%20regularly%20can%20develop%20tolerance,symptoms%20if%20they%20abruptly%20stop%20using%20the%20drug.>

1 190. A few weeks after the sexual assault, JANE DOE 3 discussed the incident
2 with DEFENDANT GOLDEN. DEFENDANT GOLDEN encouraged her to lie about it
3 when interviewed by the police.
4

5 191. After the incident, JANE DOE 3 received many threatening messages from
6 people associated with DEFENDANT BJORKMAN and DEFENDANT GOLDEN.
7

8 192. Upon information and belief, on or around January of 2021, DEFENDANT
9 GOVE was reaching out to multiple eXp agents requesting that they submit false
10 statements to the Las Vegas investigator to help DEFEDANTS GOLDEN and
11 DEFENDANT BJORKMAN.
12

13 193. On March 3, 2021, JANE DOE 3 directly discussed with DEFENDANT
14 GOVE the assault that occurred in Las Vegas in 2020. DEFENDANT GOVE had been
15 present at the 2020 event and had seen that JANE DOE 3 had been out of her mind which
16 was completely out of character.
17
18

19 194. On March 3, 2021, she expressed the pain she felt at knowing that leaders at
20 eXp, including DEFENDANT GOVE knew about DEFENDANT GOLDEN and
21 DEFENDANT BJORKMAN’S illegal actions for years prior to her assault and did
22 nothing. During this conversation with JANE DOE 3, DEFENDANT GOVE acted as if he
23 had no idea what she was talking about and kept saying he “hoped it wasn’t true” even
24 though she kept telling him it was true and even though he already knew it was true at this
25 time.
26
27
28

1 195. As a result of this incident, JANE DOE 3 has suffered and continues to suffer
2 from PTSD and extreme emotional distress all of which have negatively impacted and
3 continue to negatively impact every facet of her life.
4

5 **ALLEGATIONS RELATING TO DEFENDANT eXp REALTY,**
6 **DEFENDANT SANFORD AND DEFENDANT GOVE**

7 196. While at eXp REALTY Recruiting Events, DEFENDANT GOLDEN and
8 DEFENDANT BJORKMAN used illegal drugs; surreptitiously drugged and rendered
9 incapacitated other agents and sexually assaulted them and videotaped/photographed their
10 actions. On information and belief, this was known by DEFENDANT eXp REALTY,
11 DEFENDANT SANFORD AND DEFENDANT GOVE throughout the duration of their
12 affiliation with DEFENDANT eXp REALTY.
13
14

15 197. After PLAINTIFF LUNDY and JANE DOE 3 informed DEFENDANT eXp
16 REALTY about what happened to them in Vegas in August 2020, PLAINTIFF SIMS also
17 reported to DEFENDANT eXp REALTY what had happened to her.
18

19 198. PLAINTIFF SIMS requested a Sponsor change so that she no longer had to be
20 in DEFENDANT BJORKMAN and DEFENDANT GOLDEN's downline.
21

22 199. Rather than immediately granting her request, DEFENDANT eXp REALTY
23 resisted because they thought more women would come forward and ask to change their
24 Sponsors upon the basis they were sexually assaulted as well. DEFENDANT eXp
25 REALTY waited several months to make this change.
26
27
28

1 200. On March 9, 2021, DEFENDANT BJORKMAN was arrested on two counts
2 of sexual assault.

3
4 201. Upon information and belief, certain members of the Leadership Team and/or
5 Board of Directors suggested ways in which DEFENDANT eXp could help the sexual
6 assault survivors which included switching their sponsors so they would not be forced to
7 pay up to their assailants, allowing them to be heard by Leadership, and creating a safe
8 space for reporting. DEFENDANT SANFORD explicitly rejected these requests.

9
10 202. Moreover, on information and belief, after having actual knowledge of
11 DEFENDANT BJORKMAN and DEFENDANT GOLDEN’S illegal conduct
12 DEFENDANT eXp REALTY Board Member, Gene Frederick continued to socialize
13 publicly with DEFENDANT BJORKMAN and DEFENDANT GOLDEN.
14
15



26 *Picture dated December 30, 2021, posted on Facebook (From left to right, Michael*
27 *DEFENDANT BJORKMAN, David DEFENDANT GOLDEN, Gene Frederick)*

1 203. Similarly, after having actual knowledge of DEFENDANT BJORKMAN and
2 DEFENDANT GOLDEN’S illegal conduct, DEFENDANT eXp REALTY (former) CEO
3 Jason Gesing and DEFENDANT GOVE continue to work closely with DEFENDANT
4 GOLDEN.
5



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23 *Photo dated April 12, 2022, posted on DEFENDANT GOLDEN’s publicly accessible Facebook Account*

24 204. When JANE DOE 3 complained to DEFENDANT eXp REALTY about the
25 August 2020 Vegas incident and sought assistance from DEFENDANT eXp REALTY,
26 Gene Frederick, an eXp REALTY board member was heard saying, “[Jane Doe 3] wants
27 [DEFENDANT GOLDEN] fired, and we all know that’s not going to happen.”
28

1 205. On March 7, 2022, PLAINTIFF ACEVEDO attended a conference where she
2 saw and spoke to DEFENDANT SANFORD current CEO of DEFENDANT eXp
3 REALTY about the 2018 incident and what she experienced thereafter. Despite already
4 knowing about DEFENDANT BJORKMAN's and DEFENDANT GOLDEN's pattern and
5 practice of predatory sexual conduct toward DEFENDANT eXp REALTY agents based on
6 his position as the CEO of DEFENDANT eXp REALTY, DEFENDANT SANFORD did
7 nothing to assist Ms. Acevedo.
8
9

10 206. On or about June 9, 2022, PLAINTIFF ACEVEDO spoke with Jason Gesing,
11 who at that time was the CEO of DEFENDANT eXp REALTY, about the 2018 incident
12 and what she experienced thereafter. Despite already knowing about DEFENDANT
13 BJORKMAN's and DEFENDANT GOLDEN's pattern and practice of predatory sexual
14 conduct toward DEFENDANT eXp REALTY agents from his position as the CEO of
15 DEFENDANT eXp REALTY, Mr. Gesing did nothing to assist PLAINTIFF ACEVEDO.
16
17
18

19 207. In addition to not receiving any substantive help from either DEFENDANT
20 SANFORD or Gesing, PLAINTIFF ACEVEDO reached out to multiple people at
21 DEFENDANT eXp REALTY asking for assistance. No substantive help was provided to
22 PLAINTIFF ACEVEDO.
23

24 208. Upon information and belief, another eXp REALTY agent, not named in this
25 Complaint, informed eXp REALTY that she was raped by DEFENDANT GOLDEN and
26 requested that he no longer be her Sponsor Agent. DEFENDANT eXp REALTY flatly
27 denied her request.
28

1 209. DEFENDANT eXp REALTY knew or should have known of DEFENDANT
2 BJORKMAN’S and DEFENDANT GOLDEN’S Venture, yet rather than terminating
3
4 DEFENDANT BJORKMAN and DEFENDANT GOLDEN, DEFENDANT eXp
5 REALTY elected to continue to ignore pleas from other eXp agents who’d been assaulted
6
7 and profit from DEFENDANT BJORKMAN and DEFENDANT GOLDEN and their
8
9 downline.

10 210. DEFENDANT eXp REALTY, despite knowing of DEFENDANT
11 BJORKMAN and DEFENDANT GOLDEN’S Venture, chose to financially benefit from
12 DEFENDANT BJORKMAN and DEFENDANT GOLDEN’s Venture and continues to
13 receive value from the relationships even today. In the same vein, after allegations of
14 sexual harassment against a past President of DEFENDANT eXp REALTY,
15 DEFENDANT eXp REALTY silenced and in certain instances terminated women who had
16 knowledge and complained about this behavior.
17
18

19 **Count I**
20 **Violation of 18 U.S.C. § 1591**
21 **All Plaintiffs Against DEFENDANT MICHAEL BJORKMAN**

22 211. Plaintiffs reallege paragraphs 1 to 210 as if fully set forth herein.

23 ***Fabiola Acevedo***

24 212. DEFENDANT BJORKMAN caused PLAINTIFF ACEVEDO to travel from
25
26 Florida to California to be his guest at a real estate networking event for the purpose of
27 recruiting, enticing, or soliciting PLAINTIFF ACEVEDO to join DEFENDANT eXp
28 REALTY and name DEFENDANT BJORKMAN as her Sponsor Agent.

1 213. DEFENDANT BJORKMAN surreptitiously drugged and rendered
2 incapacitated PLAINTIFF ACEVEDO for the purpose of engaging her in a sex act.

3
4 214. DEFENDANT BJORKMAN attempted to engage PLAINTIFF ACEVEDO in
5 a sex act.

6
7 215. Upon leaving the event, confused about what had happened, PLAINTIFF
8 ACEVEDO joined DEFENDANT eXp REALTY naming DEFENDANT BJORKMAN as
9 her Sponsor Agent based on the promises from DEFENDANT BJORKMAN that he would
10 help her with her real estate career.

11
12 ***Plaintiff Sims***

13 216. DEFENDANT BJORKMAN caused PLAINTIFF SIMS to travel from
14 California to multiple states to attend eXp REALTY Recruiting Events for the purpose of
15 recruiting other real estate agents to join DEFENDANT eXp REALTY and name
16 DEFENDANT BJORKMAN as her Sponsor Agent.

17
18
19 217. DEFENDANT BJORKMAN surreptitiously drugged and caused PLAINTIFF
20 SIMS to be incapacitated for the purpose of engaging her in a sex act and causing her to
21 engage in a sex act without her consent.

22
23 218. BJORKMAN surreptitiously took highly valuable videos and pictures of
24 PLAINTIFF SIMS while she was drugged without her consent.

25
26 ***Plaintiff Lundy***

27 219. DEFENDANT BJORKMAN caused PLAINTIFF LUNDY to travel from
28 California to Nevada to attend an eXp REALTY Recruiting Event for the purpose of

1 recruiting, enticing, or soliciting PLAINTIFF LUNDY to join DEFENDANT eXp
2 REALTY and name DEFENDANT BJORKMAN as her Sponsor Agent.

3
4 220. DEFENDANT BJORKMAN surreptitiously drugged and rendered
5 incapacitated PLAINTIFF LUNDY for the purpose of engaging her in a sex act.

6
7 221. After the eXp REALTY Recruiting Event, DEFENDANT BJORKMAN and
8 his downline continued to try to recruit PLAINTIFF SIMS to select DEFENDANT
9 BJORKMAN or a member of his downline as her Sponsor Agent. Although PLAINTIFF
10 LUNDY did eventually decide to join DEFENDANT eXp REALTY, she selected another
11 individual not associated with DEFENDANT BJORKMAN or his upline as her Sponsor
12 Agent.
13

14
15 **Jane Doe 3**

16 222. DEFENDANT BJORKMAN caused JANE DOE 3 to travel from Florida to
17 Nevada to attend an eXp REALTY Recruiting Event for the purpose of assisting JANE
18 DOE 3 with her real estate career.

19
20 223. DEFENDANT BJORKMAN surreptitiously drugged and rendered JANE
21 DOE 3 incapacitated for the purpose of engaging her in a sex act and caused her to engage
22 in a sex act without her consent.

23
24 224. After the event, DEFENDANT BJORKMAN gave JANE DOE 3 a highly
25 valuable Front Line Qualifying Agent.
26
27
28

1 **Count II**
2 **Violation of 18 U.S.C. § 1591**
3 **All Plaintiffs Against DEFENDANT DAVID GOLDEN**

4 225. Plaintiffs reallege paragraphs 1 to 224 as if fully set forth herein.

5 ***Plaintiff Acevedo***

6 226. DEFENDANT GOLDEN caused PLAINTIFF ACEVEDO to travel from
7 Florida to California to be DEFENDANT GOLDEN’S downline agent, DEFENDANT
8 BJORKMAN’s, guest at a real estate networking event for the purpose of recruiting,
9 enticing, or soliciting PLAINTIFF ACEVEDO to join DEFENDANT eXp REALTY and
10 name DEFENDANT GOLDEN’S downline agent, DEFENDANT BJORKMAN, as her
11 Sponsor Agent.
12
13

14 227. DEFENDANT GOLDEN enticed PLAINTIFF ACEVEDO to stay with
15 DEFENDANT BJORKMAN, knowing DEFENDANT BJORKMAN would attempt to
16 drug and render her incapacitated so he could sexually assault PLAINTIFF ACEVEDO.
17
18

19 228. DEFENDANT BJORKMAN surreptitiously drugged PLAINTIFF
20 ACEVEDO for the purpose of engaging her in a sex act.
21

22 229. DEFENDANT BJORKMAN attempted to engage PLAINTIFF ACEVEDO in
23 a sex act.
24

25 230. Upon leaving the event, PLAINTIFF ACEVEDO joined DEFENDANT eXp
26 REALTY naming DEFENDANT GOLDEN’s downline agent, DEFENDANT
27 BJORKMAN, as her Sponsor Agent based on the promises from DEFENDANT
28

1 BJORKMAN that he and DEFENDANT GOLDEN would help her with her real estate
2 career.

3
4 ***Plaintiff Lundy***

5 231. DEFENDANT GOLDEN caused PLAINTIFF LUNDY to travel from
6 California to Nevada to attend an eXp REALTY Recruiting Event for the purpose of
7 recruiting, enticing or soliciting PLAINTIFF LUNDY to join DEFENDANT eXp
8 REALTY and name DEFENDANT GOLDEN’s downline agent, DEFENDANT
9 BJORKMAN, as her Sponsor Agent.
10

11
12 232. DEFENDANT BJORKMAN surreptitiously drugged PLAINTIFF LUNDY
13 rendering her incapacitated for the purpose of engaging her in a sex act with drugs supplied
14 by DEFENDANT GOLDEN.
15

16 233. After the eXp REALTY Recruiting Event, DEFENDANT BJORKMAN and
17 his upline continued to try to recruit PLAINTIFF SIMS to select DEFENDANT
18 BJORKMAN as her Sponsor Agent. Although PLAINTIFF LUNDY did eventually
19 decide to join DEFENDANT eXp REALTY, she selected another individual not associated
20 with DEFENDANT BJORKMAN or his upline as her Sponsor Agent.
21

22
23 ***Jane Doe 3***

24
25 234. DEFENDANT GOLDEN caused JANE DOE 3 to travel from Florida to
26 Nevada to attend an eXp REALTY Recruiting Event for the purpose of assisting JANE
27 DOE 3 with her real estate career.
28

1 235. With drugs supplied by DEFENDANT GOLDEN, DEFENDANT
2 BJORKMAN surreptitiously drugged JANE DOE 3 for the purpose of rendering her
3 incapacitated so he could engage her in a sex act and cause her to engage in a sex act
4 without her consent.
5

6 236. After the event, DEFENDANT GOLDEN’s downline agent, DEFENDANT
7 BJORKMAN, gave JANE DOE 3 a highly valuable Front Line Qualifying Agent.
8

9 **Count III**

10 **Participating in a Venture in Violation of 18 U.S.C. §1595**
11 **All Plaintiffs Against DEFENDANT GOLDEN, DEFENDANT eXp REALTY,**
12 **DEFENDANT SANFORD AND DEFENDANT GOVE**

13 237. Plaintiffs reallege paragraphs 1 to 236 as if fully set forth herein.
14

15 238. DEFENDANT GOLDEN and DEFENDANT BJORKMAN are two of
16 DEFENDANT eXp REALTY’s top recruiters, whereby DEFENDANT eXp REALTY,
17 DEFENDANT SANFORD AND DEFENDANT GOVE share in the common purpose of
18 allowing DEFEDANT BJORKMAN AND DEFENDANT GOLDEN to recruit in any way
19 necessary to secure and to maintain agents, and thus receive, a direct financial benefit from
20 DEFENDANT BJORKMAN and DEFENDANT GOLDEN’s recruitment of new agents
21 into all of their common downline.
22
23

24 239. DEFENDANT GOLDEN receives a financial benefit from DEFENDANT
25 BJORKMAN’s downline of Recruited Agents.
26

27 240. DEFENDANT eXp REALTY, DEFENDANT SANFORD AND
28 DEFENDANT GOVE knew or should have known that DEFENDANT GOLDEN and

1 DEFENDANT BJORKMAN used drugs to sexually assault other eXp REALTY real estate
2 agents and prospective eXp REALTY real estate agents at eXp REALTY Recruitment
3 Events.
4

5 241. DEFENDANT GOLDEN knew that DEFENDANT BJORKMAN used drugs
6 to sexually assault other eXp REALTY real estate agents and prospective eXp REALTY
7 real estate agents at eXp REALTY Recruitment Events
8

9 242. After having actual knowledge of DEFENDANT BJORKMAN and
10 DEFENDANT GOLDEN's illegal conduct, DEFENDANT eXp REALTY, DEFENDANT
11 SANFORD AND DEFENDANT GOVE continued to endorse, support and promote
12 DEFENDANT GOLDEN's and DEFENDANT BJORKMAN's recruiting efforts as a
13 means to continue receiving a financial benefit from DEFENDANT BJORKMAN and
14 DEFENDANT GOLDEN activities.
15
16

17 243. After having actual knowledge of DEFENDANT BJORKMAN's illegal
18 conduct, DEFENDANT GOLDEN continued to endorse, support and promote
19 DEFENDANT BJORKMAN's recruiting efforts as a means to continue receiving a
20 financial benefit from DEFENDANT GOLDEN activities.
21
22

23 **Count IV**

24 **Sexual Battery**

25 **Plaintiffs Acevedo, Sims, and Jane Doe 3 Against DEFENDANT BJORKMAN**

26
27 244. Plaintiffs reallege paragraphs 1 to 242 as if fully set forth herein.
28

1 245. Through his conduct, DEFENDANT BJORKMAN placed PLAINTIFF
2 ACEVEDO, PLAINTIFF SIMS, and JANE DOE 3 in a state of perpetual fear of imminent,
3
4 unwanted, physical, and sexual contact.

5 246. Through conduct including, but not limited to, the conduct describing the
6 sexual assault of PLAINTIFF ACEVEDO, PLAINTIFF SIMS, and JANE DOE 3,
7
8 DEFENDANT BJORKMAN intentionally and unlawfully touched PLAINTIFF
9 ACEVEDO, PLAINTIFF SIMS, and JANE DOE 3 without their consent. This unwanted
10 and unlawful, sexual physical touching caused PLAINTIFF ACEVEDO, PLAINTIFF
11 SIMS, and JANE DOE 3 to suffer great anxiety about the possibility of further unwanted
12 sexual touching and sexual assault.
13

14 247. PLAINTIFF ACEVEDO, PLAINTIFF SIMS, and JANE DOE 3 did not
15 consent to this contact.
16

17 248. As a result of DEFENDANT BJORKMAN's conduct, PLAINTIFF
18 ACEVEDO, PLAINTIFF SIMS, and JANE DOE 3 suffered legally compensable harm
19 including pain and suffering, loss of enjoyment of life, mental anguish, injury to reputation,
20 humiliation, emotional distress damages, and costs of medical treatment necessary to
21 address the psychological damages caused by DEFENDANT BJORKMAN's conduct.
22
23

24 **Count V**

25 **Civil Battery**

26 **Plaintiffs Acevedo, Sims, and Lundy Against DEFENDANT BJORKMAN**

27
28 249. Plaintiffs reallege paragraphs 1 to 248 as if fully set forth herein.

1 250. Through his conduct, DEFENDANT BJORKMAN intentionally placed a drug
2 in the Plaintiffs’ drink without their knowledge or consent with the intent to harm/touch
3 and did harm/touch Plaintiffs.
4

5 251. By placing a drug in the Plaintiffs’ drinks, DEFENDANT BJORKMAN,
6 caused the Plaintiffs to unknowingly ingest the drug and be touched for which they did not
7 consent.
8

9 252. DEFENDANT BJORKMAN caused Plaintiffs to suffer harm and offense
10 through the unwanted touching.
11

12 253. DEFENDANT BJORKMAN’S actions in causing Plaintiffs to consume a
13 drug without their knowledge or consent and be touched which would be offensive to a
14 reasonable person.
15

16 254. As a direct and proximate result of DEFENDANT BJORKMAN’s actions,
17 Plaintiffs have suffered losses including, but not limited to, past and future medical
18 expenses, loss of income, pain and suffering, mental anguish, embarrassment, humiliation,
19 and emotional distress.
20

21 255. In causing the Plaintiffs to consume a drug without their knowledge or
22 consent, DEFENDANT BJORKMAN acted intentionally, for an evil motive, and with
23 reckless indifference Plaintiffs’ right to be free from harmful or offensive contact.
24 Accordingly, Plaintiffs are entitled to punitive damages in addition to economic and
25 noneconomic relief.
26
27
28

Count VI

Civil Battery

Plaintiff Lundy Against DEFENDANT GOLDEN

1
2
3
4 256. Plaintiffs reallege paragraphs 1 to 255 as if fully set forth herein.

5 257. Through his conduct, DEFENDANT GOLDEN intentionally placed a drug in
6
7 PLAINTIFF LUNDY'S drinks without her knowledge or consent with the intent to
8 harm/touch and caused Plaintiff to be touched.

9 258. By placing a drug in PLAINTIFF LUNDY'S drinks, DEFENDANT
10
11 GOLDEN, caused PLAINTIFF LUNDY to unknowingly ingest the drug and be touched
12 for which they did not consent.

13 259. DEFENDANT GOLDEN caused PLAINTIFF LUNDY to suffer harm and
14
15 offense through the unwanted touching.

16 260. DEFENDANT GOLDEN'S actions in causing PLAINTIFF LUNDY to
17
18 consume a drug without her knowledge or consent and be touched which would be
19 offensive to a reasonable person.

20 261. As a direct and proximate result of DEFENDANT GOLDEN's actions
21
22 PLAINTIFF LUNDY has suffered losses including, but not limited to, past and future
23 medical expenses, loss of income, pain and suffering, mental anguish, embarrassment,
24 humiliation, and emotional distress.

25 262. In causing PLAINTIFF LUNDY to consume a drug without her knowledge or
26
27 consent, DEFENDANT GOLDEN acted intentionally, for an evil motive, and with
28

1 reckless indifference to PLAINTIFF LUNDY’S right to be free from harmful or offensive
2 contact. Accordingly, PLAINTIFF LUNDY is entitled to punitive damages in addition to
3 economic and noneconomic relief.
4

5 **Count VII**

6 **Intentional Infliction of Emotional Distress**

7 **All Plaintiffs Against DEFENDANT BJORKMAN**

8
9 263. Plaintiffs reallege paragraphs 1 to 262 as if fully set forth herein.

10 264. DEFENDANT BJORKMAN’s conduct toward the Plaintiffs was extreme and
11 outrageous.
12

13 265. DEFENDANT BJORKMAN intentionally caused Plaintiffs emotional distress
14 by subjecting them to forceful sexual touching and assault, or other actions taken with
15 reckless disregard of Plaintiffs’ emotional well-being.
16

17 266. As a result of DEFENDANT BJORKMAN’s conduct, the Plaintiffs suffered
18 legally compensable emotional distress damages, and are also entitled to reimbursement
19 for all costs associated with the treatment of the severe emotional distress inflicted by
20 DEFENDANT BJORKMAN.
21

22 267. DEFENDANT BJORKMAN’s conduct was a substantial factor in causing
23 Plaintiffs’ severe emotional distress.
24
25
26
27
28

Count VIII

Intentional Infliction of Emotional Distress

Plaintiffs Acevedo, Sims, and Lundy Against DEFENDANT GOLDEN

268. Plaintiffs reallege paragraphs 1 to 267 as if fully set forth herein.

269. DEFENDANT GOLDEN’s conduct toward the Plaintiffs was extreme and outrageous.

270. DEFENDANT GOLDEN intentionally caused Plaintiffs emotional distress by subjecting them to forceful sexual touching and assault, or other actions taken with reckless disregard of Plaintiffs’ emotional well-being.

271. As a result of DEFENDANT GOLDEN’s conduct, the Plaintiffs suffered legally compensable emotional distress damages, and are also entitled to reimbursement for all costs associated with the treatment of the severe emotional distress inflicted by DEFENDANT GOLDEN.

272. DEFENDANT GOLDEN’s conduct was a substantial factor in causing Plaintiffs’ severe emotional distress.

Count IX

Intentional Infliction of Emotional Distress

Plaintiffs Acevedo, Sims, and Lundy Against DEFENDANT GOVE

273. Plaintiffs reallege paragraphs 1 to 272 as if fully set forth herein.

274. DEFENDANT GOVE’s conduct toward the Plaintiffs was extreme and outrageous.

1 275. DEFENDANT GOVE intentionally caused Plaintiffs emotional distress by
2 publicly socializing with DEFENDANT BJORKMAN and DEFENDANT GOLDEN after
3 he was personally told by multiple plaintiffs that DEFENDANT BJORKMAN AND
4 DEFENDANT GOLDEN drugged and assaulted them.
5

6 276. DEFENDANT GOVE intentionally caused Plaintiffs emotional distress by
7 continuing to support publicly DEFENDANT BJORKMAN AND DEFENDANT
8 GOLDEN after he was personally told by multiple plaintiffs that DEFENDANT
9 BJORKMAN AND DEFENDANT GOLDEN drugged and assaulted them.
10
11

12 277. Upon information and belief, DEFENDANT GOVE intentionally caused
13 Plaintiffs' emotional distress by soliciting false statements to be given to the Las Vegas
14 Police Investigator in support of DEFENDANT GOLDEN AND DEFENDANT
15 BJORKMAN to keep his Revenue Share and agent count intact in reckless disregard of
16 Plaintiffs' emotional well-being.
17
18

19 278. As a result of DEFENDANT GOVE's conduct, the Plaintiffs suffered legally
20 compensable emotional distress damages and are also entitled to reimbursement for all
21 costs associated with the treatment of the severe emotional distress inflicted by
22 DEFENDANT BJORKMAN and DEFENDANT GOLDEN.
23

24 279. DEFENDANT's conduct was a substantial factor in causing Plaintiffs' severe
25 emotional distress.
26
27
28

Count X

Intentional Infliction of Emotional Distress

Plaintiffs Acevedo, Sims and Lundy Against DEFENDANT SANFORD

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2
3
4 280. Plaintiffs reallege paragraphs 1 to 279 as if fully set forth herein.

5
6 281. DEFENDANT SANFORD's conduct toward the Plaintiffs was extreme and
7 outrageous.

8
9 282. DEFENDANT SANFORD intentionally caused Plaintiffs emotional distress
10 by discounting, dismissing and disregarding Plaintiffs' repeated reports of assault be
11 DEFENDANT BJORKMAN AND DEFENDANT GOLDEN, two of his top recruiting
12 agents.

13
14 283. DEFENDANT SANFORD not only ignored Plaintiffs' pleas for help, but he
15 also made the executive decision as the Chairman of the Board and CEO of eXp World
16 Holdings to allow both DEFENDANT BJORKMAN AND DEFENDANT GOLDEN to
17 continue to receive Revenue Share, have stock vested and participate in eXp events while
18 simultaneously disallowing the Plaintiffs to separate from DEFENDANT GOLDEN AND
19 DEFENDANT's upline, essentially forcing them to pay their assailants.

20
21 284. As a result of DEFENDANT SANFORD's conduct, the Plaintiffs suffered
22 legally compensable emotional distress damages, and are also entitled to reimbursement
23 for all costs associated with the treatment of the severe emotional distress inflicted by
24 DEFENDANT SANFORD.
25
26
27
28

1 285. DEFENDANT’s conduct was a substantial factor in causing Plaintiffs severe
2 emotional distress.

3
4 **Count XI**

5 **Negligence**

6 **Plaintiffs Acevedo, Sims and Lundy Against All Defendants**

7 **Plaintiff Jane Doe 3 Against Defendant Bjorkman**

8 286. Plaintiffs reallege paragraphs 1 to 285 as if fully set forth herein.

9 287. DEFENDANTS, and each of them, owed a Duty to Plaintiffs.

10 288. DEFENDANTS fell below the standard of care required for the reasonable
11 person and resulted in the negligent breach of duties owed to Plaintiffs.

12
13 289. As a result of DEFENDANTS’ breach of their duties, Plaintiffs suffered
14 legally compensable emotional distress damages, and they are also entitled to
15 reimbursement for all costs associated with the treatment of the severe emotional distress
16 inflicted by DEFENDANTS.
17

18
19 290. The DEFENDANTS’ negligence was a substantial factor in causing Plaintiffs’
20 serious emotional distress.
21

22 **Count XII**

23 **NEGLIGENT HIRING, RETENTION, AND SUPERVISION**

24 **All Plaintiffs Against DEFENDANT eXp REALTY and DEFENDANT SANFORD**

25 291. Plaintiffs reallege paragraphs 1 to 290 as if set forth fully herein.

26 292. DEFENDANT eXp REALTY and DEFENDANT SANFORD retained
27 DEFENDANT GOLDEN and DEFENDANT BJORKMAN.
28

1 293. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were under the
2 control of DEFENDANT eXp REALTY.

- 3
- 4 a. Per the Independent Contractor Agreement (“ICA”) DEFENDANT GOLDEN
5 and DEFENDANT BJORKMAN were only allowed to work as “Real Estate
6 Salesperson” or other such equivalent title as the state recognizes (i.e., broker,
7 qualifying broker, principal broker, licensee, etc.) exclusively for the
8 Company”. (emphasis added).
- 9 b. With respect to the Sale of Real Estate the Control of eXp included but was
10 not limited to the following: Duties set forth in the ICA related to the sale of
11 home which included listing properties for sale under the eXp Realty
12 brokerage brand, promptly uploading adding all listing contracts, purchase
13 contracts, leases, referrals and any other transaction documentation into the
14 transaction management system within two business days of execution date;
15 the solicitation and marketing necessary to generate new listings or generating
16 new buyers; such other services pertaining to the real estate business of the
17 Company; ensuring all fees, commissions or other compensation earned by
18 Contractor in connection with the sale, lease or rental of real estate and any
19 interest therein or service in relation thereto are made payable to the
20 Company.” If an Agent has not completed and closed three residential real
21 estate sales in the state they were licensed in prior to joining eXp they are
22 automatically enrolled in the eXp Mentor Program Agreement.
- 23 c. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were required to
24 use the eXp brand in their marketing and recruiting
25 efforts/emails/communications/branding.
- 26 d. With respect to the REVENUE SHARE PLAN, DEFENDAND GOLDEN
27 and DEFENDANT BJORKMAN were required to follow The Revenue Share
28 Plan guidelines are attached to the ICA and required to be executed and

1 acknowledged by all Agents.

- 2 e. DEFENDANT GOLDEN and DEFENDANT BJORKMAN in their
3 employment were required to follow a set of policies in their retention of
4 prospective agents and their ultimate retention. These included, but were not
5 limited to the requirement of a potential new agent to sign an “ICA” with their
6 name listed as the Sponsor; the inability for sponsor change without 100
7 percent agreement of all agents in an upline and the requirement for each
8 agent to pay an on-time fee of \$1,000 to facilitate a change of sponsorship;
9 Monthly fees which included: sign-up Fees, Technology Fee, eXp University
10 Tuition, Broker Review Fee, Risk Management Fee, Transaction Fee,
11 Revenue Share Participation Fee.
- 12 f. DEFENDANT GOLDEN and DEFENDANT BJORKMAN, like other agents
13 were automatically enrolled in the eXp Revenue Share Plan, Per Addendum B
14 in the eXp Revenue Share Plan.
- 15 g. DEFENDANT GOLDEN and DEFENDANT BJORKMAN, like other agents
16 were required to sign the Agent Equity Program Participation Election Form
17 allowing eXp World Holdings, Inc. to issue shares at their discretion of the
18 restricted common stock to the Company’s agents and brokers.
- 19 h. DEFENDANT GOLDEN and DEFENDANT BJORKMAN (include section
20 on insurance requirements)

21
22 294. DEFENDANT GOLDEN and DEFENDANT BJORKMAN had the
23 opportunity for profit and loss depending on their managerial skill.

- 24 a. DEFENDANT GOLDEN and DEFENDANT BJORKMAN increased profit
25 based on their role as “Apex Agents”
26
27 b. Being an “Apex Agent” means being successful in recruiting new agents that
28 they enticed based on their flashy recruiting efforts.

1 295. eXp could terminate DEFENDANT GOLDEN and DEFENDANT
2 BJORKMAN at will per their ICA.

- 3
4 a. The “ICA” indicates that there was the potential for “significant financial loss.
5 b. “Significant financial loss” is defined to include but not be limited to pending
6 transactions, revenue share and stock awards.”

7 296. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were required to
8 be licensed Real Estate Agents, but no special skill was required in the recruitment aspect
9 of the multi-level-marketing aspect.
10

11 297. The services rendered by DEFENDANT GOLDEN and DEFENDANT
12 BJORKMAN as “APEX agents” was integral to the eXp business model as discussed
13 supra. Without this role, eXp, and its multi-level marketing model fails.
14

15 298. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were unfit to
16 perform the work for which they were retained.
17

18 299. DEFENDANT eXp REALTY and DEFENDANT SANFORD knew or should
19 have known that DEFENDANT GOLDEN and DEFENDANT BJORKMAN were and/or
20 became unfit and that this unfitness created a particular risk to others. These
21 DEFENDANTS knew of each other well before their employment of DEFENDANT eXp
22 REALTY, as such they knew of should have known about DEFENDANT BJORKMAN
23 and DEFENDANT GOLDEN’s behavior prior to hiring. (DEFENDANT SANFORD,
24 DEFENDANT GOVE and DEFENDANT GOLDEN all knew each other from Keller
25
26
27
28

1 Williams and DEFENDANT GOLDEN knew DEFENDANT BJORKMAN from the Real
2 Estate Owned market).

3
4 300. DEFENDANT GOLDEN and DEFENDANT BJORKMAN’s unfitnes
5 harmed PLAINTIFFS; and

6
7 301. DEFENDANT eXp REALTY and DEFENDANT SANFORD’s negligence in
8 hiring/supervising/and retaining DEFENDANT GOLDEN and DEFENDANT
9 BJORKMAN was a substantial factor in causing PLAINTIFFS’ harm.

10
11 **REQUEST FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for the following relief against Defendants:

13
14 1. For past, present, and future general damages in an amount to be determined at
15 trial;

16
17 2. For past, present, and future special damages, including but not limited to past,
18 present and future lost earnings, economic damages, and others in an amount to be
19 determined at trial;

20
21 3. For interest as allowed by law;

22
23 4. For civil penalties as provided by law;

24
25 5. For any applicable costs of said suit;

26
27 6. For any appropriate punitive or exemplary damages; and

28
29 7. For such other and further relief as the Court may deem proper. The amount of
damages sought in this Complaint exceeds the jurisdictional limits of this Court.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the *Federal Rules of Civil Procedure*, Plaintiffs demand a trial by a jury on all of the triable issues of this Complaint.

Dated: February 28, 2024

Respectfully submitted,

by: **LENZE LAWYERS, PLC**

/s/ Jennifer A. Lenze
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served on all counsel of record via ECF this 28TH day of February 2024.

/s/ Jennifer A. Lenze
Jennifer A. Lenze

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