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12 *Attorneys for Plaintiffs*

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15

16 **FABIOLA ACEVEDO, JANE DOE 1,)**
17 **JANE DOE 2, JANE DOE 3, and)**
18 **JOHN DOE 1,)**

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
FIRST AMENDED COMPLAINT
FOR DAMAGES FOR:

- 27 **1) Violation of 18 U.S.C. § 1591**
- 28 **2) Violation of 18 U.S.C. § 1591**
- 3) Violation of 18 U.S.C. § 1591**
- 4) Sexual Battery**
- 5) Civil Battery**
- 6) Intentional Infliction of Emotional Distress**
- 7) Intentional Infliction of Emotional Distress**
- 8) Intentional Infliction of Emotional Distress**
- 9) Negligence: Negligent Infliction of Emotional Distress**

10) Negligent Hiring, Retention & Supervision

11) Loss of Consortium

DEMAND FOR JURY TRIAL

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6 Plaintiff FABIOLA ACEVEDO, JANE DOE 1, JANE DOE 2, JANE DOE 3, and JOHN
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8 DOE 1, complaining of Defendants; eXp REALTY, LLC, eXp WORLD HOLDINGS,
9
10 INC.; MICHAEL L. BJORKMAN; DAVID S. GOLDEN; GLENN SANFORD; BRENT
11
12 GOVE; and DOES 1-10, (hereinafter referred to as “Defendants”) by their attorneys Cohen
13
14 Hirsch, LP, and Lenze Lawyers, PLC, respectfully sets forth and alleges the following,
15
16 upon information and belief:

PRELIMINARY STATEMENT

17
18 1. This is a case about profit over safety. It’s about the drugging and sexual
19
20 assault of women, real estate agents, brought in as recruits to a large real estate corporation
21
22 operated in a pyramid-style scheme. This case is about this corporation’s longstanding
23
24 culture—their pattern and practice—of creating an environment that allowed these assaults,
25
26 then silencing those whose accounts of sexual harassment and assault would impact profit.

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

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.
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28

PLAINTIFFS

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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, JANE DOE 1 is a citizen of Tennessee and a licensed real estate
6 agent with DEFENDANT eXp REALTY. The name utilized by this Plaintiff in this
7 Complaint is fictitious to protect her privacy as a survivor of a sexual assault that she
8 suffered as a result of the Defendants’ conduct.
9

10 9. Plaintiff, JANE DOE 2, is a citizen of California and is a licensed real estate
11 agent with DEFENDANT eXp REALTY. The name utilized by this Plaintiff in this
12 Complaint is fictitious to protect her privacy as a survivor of attempted sexual assault that
13 she suffered as a result of the Defendants’ conduct.
14
15

16 10. Plaintiff, JANE DOE 3, is a citizen of Florida and is a licensed real estate
17 agent formerly associated with DEFENDANT eXp REALTY. The name utilized by this
18 Plaintiff in this Complaint is fictitious to protect her privacy as a survivor of sexual assault
19 that she suffered as a result of the Defendants’ conduct. As a result of JANE DOE 3
20 notifying DEFENDANT eXp REALTY of being sexually assaulted, she received
21 threatening communications from numerous other DEFENDANT eXp REALTY agents.
22 DEFENDANT eXp REALTY was made aware of these threatening communications and
23 has taken no action to discipline those agents. As such, JANE DOE 3, along with the other
24 DOE plaintiffs are extremely fearful of any attempt made by Defendants to strip them of
25 their Doe status in this action.
26
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28

1 16. DEFENDANT GLENN SANFORD is a citizen of the State of Washington,
2 the Founder of eXp Realty, and is Agent #1 in the Revenue Share Program (defined *infra*)
3 with DEFENDANT eXp REALTY.
4

5 17. DEFENDANT BRENT GOVE is a citizen of the State of California and a real
6 estate agent with DEFENDANT eXp REALTY, a top “Influencer” (defined *infra*) at
7 DEFENDANT eXp Realty and a current Revenue Share Participant (defined *infra*) with
8 DEFENDANT eXp Realty.
9

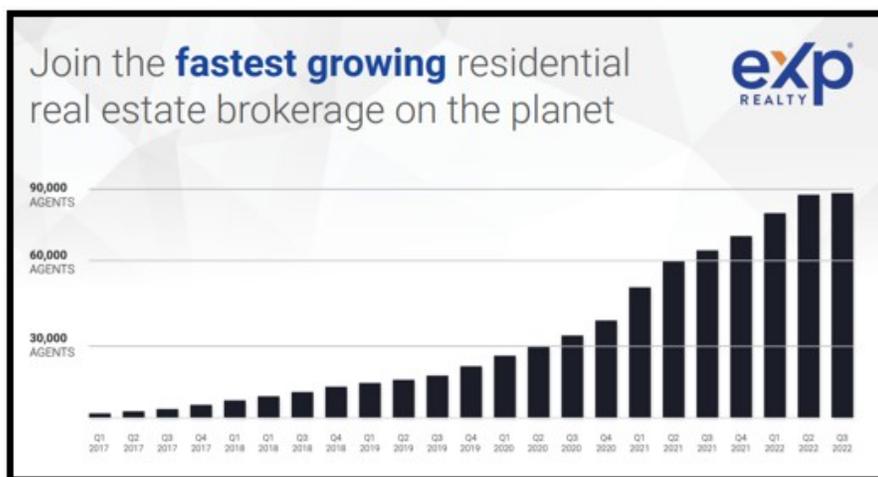
10 18. The true names and capacities, whether corporate, associate, individual or
11 otherwise of Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff, who
12 therefore sues said Defendants by such fictitious names. Each of the DEFENDANTS
13 designated herein as a DOE is legally responsible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

20 **EXP REALTY, LLC AND EXP WORLD HOLDINGS, INC.**
21 **(“DEFENDANT eXp REALTY”)**

22 19. DEFENDANT eXp REALTY is a multi-level marketing real estate company
23 that is publicly traded on the NASDAQ. It is touted as a cloud-based model with a global
24 community.
25

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



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

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



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

Explained-Q3-2022.pdf

1
2 22. DEFENDANT eXp REALTY has two distinct forms of revenue. The first
3
4 revenue stream originates from the sale of residential and commercial properties which
5 creates a Revenue Share Program. The second revenue stream comes from the recruiting of
6 agents to DEFENDANT eXp Realty. Both revenue streams are intricately intertwined.

7
8 23. According to DEFENDANT eXp REALTY’s most recent Proxy Statement
9 dated April 27, 2022, DEFENDANT eXp REALTY maintains a revenue-sharing plan
10 whereby each of its agents and brokers participate in and can receive monthly and annual
11 residual overrides on the gross commission income resulting from transactions
12 consummated by agents and brokers who they have attracted to eXp REALTY. Agents and
13 brokers are eligible for Revenue Share based on the number of producing Front-Line
14 Qualifying Active (“FLQA”) agents they have attracted to eXp REALTY. An FLQA is an
15 agent or broker that an agent or broker has personally attracted to eXp REALTY who has
16 met specific sales transaction volume requirements. In other words, their “recruits”.
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20 24. Under DEFENDANT eXp REALTY’s agent’s agreement, vesting can occur
21 with respect to both stock option and the Revenue Share Program. Pursuant to
22 DEFENDANT eXp REALTY’s Revenue Share Vesting Policy, to qualify for revenue
23 share vesting, a “Participant” must meet several conditions including be affiliated
24 with the Company for not less than 36 months. A Participant shall be considered
25 “Vested” in the Revenue Share Plan’s eXpansion Revenue Share (sharing in the
26
27
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1 income from your recruited agents) and will continue to receive the benefits provided
2 under the Revenue Share Plan even after a Participant disassociates from the
3
4 Company (so long as they do not go to a competitor).

5 25. DEFENDANT eXp REALTY automatically enrolls its agents into the eXp
6 Revenue Share Plan and heavily encourages and incentivizes its agents to become a
7
8 “Sponsor Agent”. DEFENDANT eXp REALTY calls this “Agent Attraction”.

9 26. DEFENDANT eXp REALTY directs, trains and teaches its Sponsor Agents
10
11 how to recruit and entice other real estate agents (“Recruited Agents”) to join
12 DEFENDANT eXp REALTY via DEFENDANT eXp REALTY’s Revenue Share
13
14 Pyramid.

15 27. By participating in DEFENDANT eXp REALTY’s Revenue Share Pyramid,
16
17 Sponsor Agents receive substantial monetary compensation directly from DEFENDANT
18
19 eXp REALTY. The higher a Sponsor Agent is placed in the Revenue Share Pyramid (or
20
21 stated another way, the more tiers of Recruited Agents that a Sponsor Agent can lock into
22
23 their “downline” – downline being defined as agents they have recruited) the more money
24
25 DEFENDANT eXp REALTY pays the Sponsor Agent and the more money DEFENDANT
26
27 eXp REALTY and DEFENDANT SANFORD make (he is Agent #1, at the top of the
28
pyramid).

Earn **revenue share** for attracting new agents to eXp

	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+

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.

AGCI = Adjusted Gross Commission Income
FLQA = Franchised Qualifying Agent



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

[Explained-Q3-2022.pdf](#)

28. In addition, Sponsor Agents get a stock award in DEFENDANT eXp REALTY every time their Recruited Agent sells a property.

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

30. DEFENDANT eXp REALTY receives a direct financial benefit every time a Sponsor Agent recruits a real estate agent into their downline, including, but not limited to the following: 20% of all commissions earned by the Recruited Agent; \$149 start-up fee paid by the Recruited Agent to DEFENDANT eXp REALTY; \$85/month cloud brokerage

1 fee paid by the Recruited Agent to DEFENDANT eXp REALTY; \$25 transaction review
2 fee paid by the Recruited Agent to DEFENDANT eXp REALTY; and a \$40 risk
3 management fee paid by the Recruited Agent to DEFENDANT eXp REALTY.
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13 <https://expREALTYgrowth.com/wp-content/uploads/2023/01/U.S.-eXp-Explained-Q3-2022.pdf>

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16 31. DEFENDANT eXp REALTY also receives a direct financial benefit from
17 every Recruited Agent in the amount of \$250 a month if the Recruited Agent fails to
18 generate a minimum of \$5,000 gross commission income or fails to close two qualifying
19 sale transactions within the preceding six full months. Although the standard contract states
20 that all agents share 20% of their commissions, DEFENDANT eXp REALTY makes
21 exceptions to this rule for select Influencers they want to recruit to DEFENDANT eXp
22 REALTY to attract more agents and increase certain Influencers' Revenue Share, to the
23 detriment of DEFEDANT eXp REALTY's shareholders.
24
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1 32. DEFENDANT eXp REALTY has a symbiotic relationship with its top
2 agents/“Influencers”. DEFENDANT eXp REALTY’s part of the relationship is to put top
3 Influencers in the position to be able to increase the agent count by any means necessary.
4 The Influencers’ role is to recruit as many agents as possible to keep the Revenue Share
5 pyramid from collapsing.
6

7
8 33. For this reason, DEFENDANT eXp REALTY went to great lengths to
9 promote the wealth and success of its Influencers. As part of this strategy spearheaded by
10 eXp President David Conord, DEFENDANT eXp REALTY profiles its top agents. One
11 such way the agents were profiled was on eXpLife, which is a website run by
12 DEFENDANT eXp to promote its agents.
13

14
15 34. DEFENDANT eXp REALTY was run by an executive leadership team which
16 made decisions relevant to the instant actions and individuals involved. At all relative
17 times it included, but was not limited to: DEFENDANT SANFORD, Jason Gesing, Jeff
18 Whiteside, Jim Bramble, David Conord, Michael Valdez, Courtney Keating, and Corey
19 Haggard.
20

21
22 **DEFENDANT MICHAEL L. BJORKMAN AND**
23 **DEFENDANT DAVID S. GOLDEN**

24 35. In 2018, DEFENDANT BJORKMAN, a licensed real estate agent in the state
25 of California, was recruited by DEFENDANT GOLDEN to join DEFENDANT eXp
26 REALTY.
27
28

1 36. Prior to joining DEFENDANT eXp REALTY, DEFENDANT BJORKMAN
2 was an agent at Remax.

3
4 37. DEFENDANT BJORKMAN joined DEFENDANT eXp REALTY in 2018
5 and named DEFENDANT GOLDEN as his Sponsor Agent.

6 38. DEFENDANT BJORKMAN has been a self-described “leader” in the real
7 estate industry and was one of DEFENDANT eXp REALTY’s top recruiters/Influencers,
8 who generated a substantial part of his income, not from selling real estate, but by
9 recruiting real estate agents to join DEFENDANT eXp REALTY.¹
10

11
12 39. According to DEFENDANT BJORKMAN, at DEFENDANT eXp REALTY,
13 “your net worth directly relates to your network.”² DEFENDANT BJORKMAN develops
14 his network by making recruits feel like a part of his “family”, caring for them and helping
15 them succeed in their careers.
16

17 40. DEFENDANT BJORKMAN does this by building a false relationship based
18 on trust and emotional connection, only then to manipulate, exploit and abuse these
19 relationships.
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25 ¹ “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)

² [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 41. At DEFENDANT eXp REALTY’S direction and using their recruiting
2 techniques, DEFENDANT BJORKMAN recruited downline agents by inviting them to
3 travel to DEFENDANT eXp networking events in various states and Mexico.
4
5 DEFENDANT BJORKMAN stressed the critical importance of these events to his recruits
6 in furthering their career because DEFENDANT eXp Realty was all about recruiting
7 agents.
8

9 42. On March 8, 2021, DEFENDANT BJORKMAN was arrested in Miami-Dade
10 County for two (2) counts of sexual assault of JANE DOE 3.
11

12 43. In conjunction with that arrest, the Las Vegas Police Department issued a
13 Declaration of Warrant/Summons, Event Number 200900070704 (“Warrant”), a 27-page
14 report, which lays out its in-depth criminal investigation describing multiple occasions of
15 multiple women being drugged and assaulted by DEFENDANT BJORKMAN while
16 attending eXp REALTY Recruiting Events.
17
18

19 44. As described in the Warrant, there is a long history, dating back to 2000, of
20 multiple women accusing DEFENDANT BJORKMAN of both drugging and sexually
21 assaulting them.
22

23 45. One of the incidents detailed in the Warrant, details the rape of a real estate
24 agent that occurred in 2007. That same agent joined eXp REALTY in 2018. Shortly after
25 joining eXp REALTY, she ran into DEFENDANT BJORKMAN at eXpCon in New
26 Orleans in October 2018.
27
28

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

9
10 47. As noted by one of the witnesses in the Warrant, after DEFENDANT
11 BJORKMAN drugged and assaulted certain women, DEFENDANT BJORKMAN has
12 contacted them, “threatening” them not to say anything.
13

14
15 48. According to the State of California Department of Real Estate,
16 DEFENDANT BJORKMAN was affiliated with DEFENDANT eXp REALTY’s Broker
17 License from August 13, 2018 to September 18, 2020. Under the terms of DEFENDANT
18 eXp REALTY’s Revenue Share Plan, should an agent no longer have their license with
19 DEFENDANT eXp REALTY, then they no longer would be entitled to participate in
20 DEFENDANT eXp REALTY’s Revenue Share Plan.
21

22
23 49. DEFENDANT BJORKMAN no longer holds his real estate license under
24 DEFENDANT eXp REALTY. DEFENDANT BJORKMAN, however, still holds a
25 California real estate license.
26
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1 50. As of September 18, 2020, DEFENDANT BJORKMAN’s license was no
2 longer connected to eXp REALTY; however, DEFENDANT BJORKMAN to this day is
3 still a Participant in DEFENDANT eXp Realty’s Revenue Share Program.³
4

5 51. Pursuant to DEFENDANT eXp’s standard Agent Agreement, to become a
6 Vested Participant, an agent must be affiliated (licensed with DEFENDANT eXp
7 REALTY as the brokerage) with the Company for not less than 36 months.
8

9 52. Despite the fact that DEFENDANT BJORKMAN did not meet the
10 requirements to become a Vested Participant, upon information and belief, DEFENDANT
11 eXp REALTY allowed DEFENDANT BJORKMAN to vest.
12

13 53. Conversely, DEFENDANT eXp REALTY did not allow did not grant the
14 same vesting exception to Jane Doe 3.
15

16 54. After learning about the incidents related to Jane Doe 2 and Jane Doe 3,
17 described in detail below, DEFENDANT eXp REALTY removed DEFENDANT
18 BJORKMAN from their license but continued to allow him to go to eXp events, continued
19 to socialize with him and continued to pay him substantial amounts of money each month
20 because he was a top Influencer.
21
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27 ³ Jane Doe 1 was entitled to half of the Revenue Share of DEFENDANT BJORKMAN; however,
28 DEFENDANT eXp REALTY is giving 100% of the Revenue Share to DEFENDANT
BJORKMAN and none to Jane Doe 1.

1 55. DEFENDANT eXp REALTY would not allow Plaintiffs who had
2 DEFENDANT BJORKMAN as their sponsor to move lines, forcing them to financially
3 support their rapist.
4

5 56. In 2017, DEFENDANT GOLDEN was introduced to DEFENDANT eXp
6 REALTY by a DEFENDANT eXp REALTY recruiting agent named Rosie Rodriguez.
7

8 57. As of February 1, 2018, DEFENDANT GOLDEN joined DEFENDANT eXp
9 REALTY and named Rosie Rodriguez as his Sponsor Agent.
10

11 58. According to the Nevada Department of Real Estate, DEFENDANT
12 GOLDEN is currently an active agent affiliated with DEFENDANT eXp REALTY.
13

14 59. DEFENDANT GOLDEN is one of DEFENDANT eXp REALTY's top
15 recruiters/Influencers and generates the majority of his income not from selling real estate
16 but by recruiting real estate agents to join DEFENDANT eXp REALTY.
17

18 60. DEFENDANT GOLDEN develops his network by building a false
19 relationship based on trust and emotional connection, only then to manipulate, exploit and
20 abuse these relationships.
21

22 61. Multiple women informed the Las Vegas Police Investigator that they
23 personally saw DEFENDANT GOLDEN with GHB4 and other illicit substances on
24

25 _____
26 ⁴ GHB (Gamma-Hydroxybutyric Acid) is commonly known as the "date rape drug. It comes in a liquid or as a white powder that is
27 dissolved in water, juice, or alcohol. In liquid form, GAB is clear and colorless. When taken, it can cause hallucinations, euphoria,
28 drowsiness, decreased anxiety, excited and aggressive behavior. Overdose symptoms include unconsciousness, seizures,
slowed heart rate, greatly slowed breathing, lower body temperature, vomiting, nausea, coma, and death. Source:
<https://www.dea.gov/factsheets/ghb-gamma-hydroxybutyric-acid>

GHB's liquid form allows it to be slipped into drinks, and its sedative effects prevent victims from resisting sexual assault.
GHB can also cause amnesia, meaning that when people recover from the drug's effects, they may not remember what

1 multiple occasions, and they believe those substances supplied by DEFENDANT
2 GOLDEN were used to drug them so that they could be sexually assaulted at
3
4 DEFENDANT eXp REALTY Recruitment Events. Many of these women also informed
5 the Las Vegas investigator that DEFENDANT GOLDEN was a participant in the sexual
6 assaults that occurred at DEFENDANT eXp REALTY Recruitment Events.
7

8 62. As part of its investigation and as detailed in the Warrant, several victims are
9 aware that DEFENDANT BJORKMAN and DEFENDANT GOLDEN made videos of
10 their sexual assaults.
11

12 63. DEFENDANT BJORKMAN and DEFENDANT GOLDEN made it known to
13 many of the women they drugged and assaulted that they had valuable and explicit videos
14 and pictures of the women.
15

16 64. As part of its investigation, the police obtained a search warrant for
17 DEFENDANT GOLDEN's cell phone. The police conducted a digital extraction of the
18 phone, the results of which remain in police custody. Upon information and belief, some
19 of the photos and videos recovered from the DEFENDANT GOLDEN's phone contain
20 evidence that supports the allegations set forth in this Complaint.
21
22

23 65. DEFENDANT BJORKMAN and DEFENDANT GOLDEN would on a
24 regular basis sponsor recruitment events to entice agents to join eXp Realty. A key part of
25
26
27

28 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 their recruitment at the direction of DEFENDANT eXp REALTY was to create an image
2 of “success” which consisted of being surrounded by beautiful women whom they could
3 sexually exploit.
4

5 66. DEFENDANT eXp REALTY was aware of these recruitment events,
6 including of what went on at these events, held by DEFENDANT BJORKMAN and
7 DEFENDANT GOLDEN and financially benefitted from them.
8

9 67. Despite knowing of DEFENDANT GOLDEN’S criminal actions,
10 DEFENDANT eXp REALTY took no action to remove DEFENDANT GOLDEN from
11 DEFENDANT eXp REALTY and continued to promote him as one of their respected
12 agents as seen on its website life.exprealty.com.
13
14

15 68. DEFENDANT eXp REALTY decided to take no action against
16 DEFENDANT GOLDEN because DEFENDANT GOLDEN provided a long line of agents
17 below him without which his upline, consisting of DEFENDANT GOVE and
18 DEFENDANT SANFORD and others in the upline would lose substantial income.
19

20 **DEFENDANT BRENT GOVE AND DEFENDANT GLENN SANFORD**

21 69. DEFENDANT GOVE is one of eXp REALTY’s top recruiters. According to
22 his own website, DEFENDANT GOVE has close to 20,000 agents in his downline which
23 translates into more than a fifth of all of DEFENDANT eXp REALTY’s agents.
24
25

26 70. DEFENDANT GOVE was aware of DEFENDANT BJORKMAN and
27 DEFENDANT GOLDEN’s recruitment events and would often tell other agents that he
28 was living vicariously through DEFENDANT GOLDEN.

1 71. DEFENDANT GOVE held his own recruiting events where upon information
2 and belief women were assaulted by DEFENDANT BJORKMAN and/or DEFENDANT
3
4 GOLDEN who were invited to these events by DEFENDANT GOVE.

5 72. DEFENDANT SANFORD is Agent #1. He is the founder of eXp Realty and
6 is at the top of the Revenue Share Pyramid.

7
8 73. When reports of DEFENDANT BJORKMAN and DEFENDANT
9 GOLDEN's criminal conduct became public knowledge a small minority of
10 DEFENDANT eXp REALTY's corporate leadership expressed a strong desire to terminate
11 DEFENDANT BJORKMAN and DEFENDANT GOLDEN's association with
12 DEFENDANT eXp REALTY.
13

14
15 74. Upon information and belief, DEFENDANT GOVE threatened to pull his
16 entire team, one-fifth of the entire company, from DEFENDANT eXp REALTY if
17 DEFENDANT eXp REALTY removed DEFENDANT BJORKMAN AND DEFENDANT
18 GOLDEN from DEFENDANT eXp REALTY.
19

20 75. Upon information and belief, DEFENDANT SANFORD, DEFENDANT
21 GOVE and others came to an agreement whereby they would allow DEFENDANT
22 GOLDEN to remain at DEFENDANT eXp REALTY and continue to promote him and to
23 remove DEFENDANT BJORKMAN from their license but continue to pay him his
24 Revenue Share contrary to their own policies.
25

26
27 76. DEFENDANT SANFORD had actual knowledge about DEFENDANT
28 BJORKMAN AND DEFENDANT GOLDEN's criminal activities with respect to Jane

1 Does 1, 2, and 3 as well as others; this was made public by a Facebook post in September
2 2020, but on information and belief, actual knowledge predated this post.

3
4 77. Upon information and belief, when DEFENDANT eXp REALTY and
5 DEFENDANT SANFORD knew about the multiple assaults, he was asked what would he
6 do when this came out publicly. DEFENDANT SANFORD's response was to say, so
7 what, it is only going to be in the news cycle for 3-5 days, and nothing will happen.
8

9 78. Rather than conducting a legitimate investigation into the Plaintiffs'
10 complaints regarding DEFENDANT BJORKMAN and DEFENDANT GOLDEN,
11 DEFENDANT eXp REALTY, DEFENDANT GOVE AND DEFENDANT SANFORD
12 did a cost benefit analysis and decided it made economic sense to continue to pay
13 DEFENDANT GOLDEN AND DEFENDANT BJORKMAN.
14
15

16 79. DEFENDANT GOVE AND DEFENDANT SANFORD repeatedly acted as if
17 they were hearing the assault complaints for the first time even though they were
18 personally made aware repeatedly through the proper chain of command and direct
19 communications about these assaults over the years. They put monetary gain over the
20 wellbeing of the PLAINTIFFS.
21
22

23 80. DEFENDANT SANFORD, DEFENDANT GOVE, DEFENDANT
24 BJORKMAN and DEFENDANT GOLDEN gaslit the Plaintiffs in concert, shaming and
25 blaming the Plaintiffs, holding these horrific moments over their heads.⁵
26

27
28 ⁵ Due to the drugging and gaslighting, Plaintiffs' state law causes of action are tolled based on their delayed discovery.

1 81. By choosing to allow DEFENDANT GOLDEN AND DEFENDANT
2 BJORKMAN's behavior to go unchecked for years simply so they could continue to reap
3 the financial benefits provided by DEFENDANT BJORKMAN and DEFENDANT
4 GOLDEN, DEFENDANT eXp REALTY, DEFENDANT GOVE and DEFENDANT
5 SANFORD were complicit in allowing assaults to occur.
6

7
8 82. The DEFENDANTS, acting with a common purpose to recruit new agents, to
9 maintain downlines, financially benefitted from allowing this behavior to occur.
10

11 83. Additionally, DEFENDANT eXp REALTY attempted to cover up the
12 criminal conduct of DEFENDANTS BJORKMAN and GOLDEN through the attempted
13 use of Non-Disclosure Agreements.
14

15 84. Upon information and belief, DEFENDANT GOVE actively attempted to
16 solicit agents to make false statements to extricate DEFENDANT GOLDEN and
17 DEFENDANT BJORKMAN.
18

19
20
21
22
23 **LEGAL BACKGROUND**

24 **18 U.S.C. § 1591**

25 85. The federal sex trafficking statute, 18 U.S.C. § 1591, outlaws sex trafficking
26 activities that affect interstate or foreign commerce or take place within the territorial
27
28

1 jurisdiction of the United States. It is to be construed expansively because it serves a
2 remedial purpose and uses intentionally broad language.

3
4 86. The federal sex trafficking statute, 18 U.S.C. § 1591(a), criminalizes any
5 person acting in interstate or foreign commerce, or within the territorial or maritime
6 jurisdiction of the United States, who knowingly:

7
8 (1) recruits, entices, harbors, transports, provides, obtains,
9 advertises, maintains, patronizes, or solicits by any means a
10 person;

11
12 (2) benefits, financially or by receiving anything of value, from
13 participation in a [sex trafficking] venture which has engaged in
14 an act described in violation of paragraph (1);
15 knowing, or ... in reckless disregard of the fact, that means of
16 force, threats of force, fraud, coercion ..., or any combination of
17 such means will be used to cause the person to engage in a
18 commercial sex act, ...

19
20
21
22 87. 18 U.S.C. § 1591(d) criminalizes “obstructing, attempting to obstruct, or in
23 any way interfering with or preventing the enforcement of this section.”

24
25 88. 18 U.S.C. § 1595, provides a civil remedy to victims of sex trafficking crimes,
26 including violations of 18 U.S.C. § 1591(a) and § 1591(d), against the perpetrator of such
27 crimes and against anyone else who knowingly benefits, financially or by receiving
28

1 anything of value, from participation in a venture which that person knew or should have
2 known has engaged in a sex trafficking crime. 18 U.S.C. §1595(a).

3
4 **ALLEGATIONS RELATING TO PLAINTIFFS**

5
6 ***Fabiola Acevedo***

7 89. In early 2018, during a real estate networking event, DEFENDANT GOLDEN
8 first began trying to recruit Ms. Acevedo to join DEFENDANT eXp REALTY.

9
10 90. DEFENDANT GOLDEN explained to Ms. Acevedo that if she joined
11 DEFENDANT eXp REALTY, it was important whom she chose as her Sponsor Agent as
12 this person would provide her with important connections and coaching to help her grow
13 her real estate business.

14
15 91. Ms. Acevedo had known DEFENDANT GOLDEN as a leader in the real
16 estate business for some time and trusted him and his guidance.

17
18 92. After many conversations with DEFENDANT GOLDEN, Ms. Acevedo
19 decided she wanted to join DEFENDANT eXp REALTY and have DEFENDANT
20 GOLDEN as her Sponsor Agent.

21
22 93. A contract was sent to Ms. Acevedo to join DEFENDANT eXp REALTY and
23 Ms. Acevedo named DEFENDANT GOLDEN as her Sponsor Agent. Soon after,
24 DEFENDANT GOLDEN recalled the contract and told Ms. Acevedo that instead of
25 naming DEFENDANT GOLDEN as her Sponsor Agent, she should name DEFENDANT
26 BJORKMAN as her Sponsor Agent telling Ms. Acevedo that it would be better for her
27
28

1 professional growth to have two Sponsor Agents, DEFENDANT GOLDEN and
2 DEFENDANT BJORKMAN.

3
4 94. DEFENDANT GOLDEN then explained to Ms. Acevedo that DEFENDANT
5 BJORKMAN had already purchased tickets to a real estate networking event hosted by the
6 Closing Table at the Pelican Hill Hotel in Pelican Hill, California on July 20-22, 2018 and
7 that it would be good for her career to go to this event as DEFENDANT BJORKMAN'S
8 guest.
9

10
11 95. Arriving a day before the start of the conference, DEFENDANT GOLDEN's
12 (and DEFENDANT eXp REALTY's) Sponsor Agent, Rosie Rodriguez invited Ms.
13 Acevedo to tour her eXp REALTY office and stay the night at her guest house.
14

15 96. The next day, on July 20, 2018, Ms. Rodriguez dropped off Ms. Acevedo at
16 the Pelican Hill Hotel for the networking conference. During the drive, Ms. Rodriguez and
17 DEFENDANT GOLDEN were on a phone conference call and DEFENDANT GOLDEN.
18 Ms. Acevedo made DEFENDANT GOLDEN aware that she was in the car with Ms.
19 Rodriguez.
20

21
22 97. Upon checking in, the hotel informed Ms. Acevedo that she did not have a
23 room reserved in her name and that the hotel was sold out and there were no more rooms
24 available. Upset, Ms. Acevedo called DEFENDANT GOLDEN about the lack of
25 accommodations. DEFENDANT GOLDEN told her to stay in DEFENDANT
26 BJORKMAN's hotel room, that she could trust him, that they were "family".
27
28

1 98. Based on a long-term platonic friendship with DEFENDANT GOLDEN, Ms.
2 Acevedo trusted him and agreed to stay in DEFENDANT BJORKMAN's room which had
3 separate beds.
4

5 99. That evening, Ms. Acevedo had a single cocktail with DEFENDANT
6 BJORKMAN and others at the hotel bar. Thereafter, she remembers nothing until the next
7 morning whereupon she awoke naked in DEFENDANT BJORKMAN'S hotel room.
8 Another woman and DEFENDANT BJORKMAN were in the other bed naked. Another
9 man was on the floor clothed.
10

11 100. Disoriented and in shock, Ms. Acevedo ran to the bathroom to shower only to
12 have DEFENDANT BJORKMAN come into the bathroom naked, exposing himself to her
13 and attempting to engage her in inappropriate sexual contact.
14

15 101. The day the conference started, July 20, 2018, DEFENDANT eXp REALTY
16 sent Ms. Acevedo a new offer to join DEFENDANT eXp REALTY. Uncertain and
17 confused about the events at the conference, Ms. Acevedo signed the agreement on July
18 23, 2018, naming DEFENDANT BJORKMAN as her Sponsor Agent.
19

20 102. All DEFENDANT eXp REALTY Agents that participate in DEFENDANT
21 eXp REALTY's Revenue Share pyramid have an "upline." Ms. Acevedo's eXp REALTY
22 "upline" is as follows:
23
24

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

1
2
3
4
5 103. As a result of DEFENDANT BJORKMAN and DEFENDANT GOLDEN's
6 Venture, Ms. Acevedo was deeply traumatized and unable to work as a real estate agent.
7
8 However, she continued to pay all fees required by DEFENDANTS.

9
10 104. On March 7, 2022, Ms. Acevedo attended a conference where she saw and
11 spoke to DEFENDANT SANFORD, current CEO of DEFENDANT eXp REALTY about
12 the 2018 incident and what she experienced thereafter. Despite already knowing about
13 DEFENDANT BJORKMAN's and DEFENDANT GOLDEN's pattern and practice of
14 predatory sexual conduct toward DEFENDANT eXp REALTY agents based on his
15 position as the CEO of DEFENDANT eXp REALTY, DEFENDANT SANFORD did
16 nothing to assist Ms. Acevedo and acted as if he was hearing about their behavior for the
17
18 very first time, thus gaslighting Ms. Acevedo.

19
20 105. On or about June 9, 2022, Ms. Acevedo spoke with Jason Gesing, who at that
21 time was the CEO of DEFENDANT eXp REALTY, about the 2018 incident and what she
22 experienced thereafter. Despite already knowing about DEFENDANT BJORKMAN's and
23 DEFENDANT GOLDEN's pattern and practice of predatory sexual conduct toward
24 DEFENDANT eXp REALTY agents from his position as the CEO of DEFENDANT eXp
25 REALTY, Mr. Gesing did nothing to assist Ms. Acevedo.
26
27
28

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

112. On April 11, 2019, JANE DOE 1 attended a real estate networking event hosted by The Closing Table at a hotel in Beverly Hills, CA for the purpose of learning during the day and recruiting real estate agents to join DEFENDANT eXp REALTY at night.

113. JANE DOE 1 and DEFENDANT BJORKMAN went to the dinner with other conference attendees. DEFENDANT JANE DOE 1 had a single glass of wine at dinner.

114. After dinner, JANE DOE 1 went to the hotel bar and had one drink.

115. Later that evening, one of the event hosts invited everyone to his room for a get-together. JANE DOE 1 didn't want to go to the event but felt pressured to network and recruit other agents to join DEFENDANT eXp REALTY since that was the purpose of the trip.

116. When they arrived at the host's room, DEFENDANT BJORKMAN handed her a drink.

117. Shortly thereafter, JANE DOE 1 blacked out until the next morning when she woke up naked and alone in her hotel room. The room was in disarray, and she could tell

1 room service had been there, but she had spotty memory of it and was trying to decipher
2 what had occurred.

3
4 118. She immediately went to the bathroom. She felt sick, saw blood from her
5 vagina and experienced pain.

6
7 119. Soon after, the phone rang, and it was DEFENDANT BJORKMAN calling
8 her. By this time, she was starting to get flashes of memories from the night before. JANE
9 DOE 1 immediately asked DEFENDANT BJORKMAN, “What happened? What did you
10 do?” She accused him of having sex with her. Rather than admit that they had sexual
11 intercourse, DEFENDANT BJORKMAN gaslit her and repeatedly told her that she was
12 crazy and that nothing happened.
13

14
15 120. Later that day, JANE DOE 1 told DEFENDANT BJORKMAN that she thinks
16 she was “roofied” the night before. DEFENDANT BJORKMAN replied that he must have
17 been “roofied” as well and continued to gaslight her, telling her that she was crazy and that
18 nothing happened.
19

20
21 121. A few days after she was raped, DEFENDANT BJORKMAN sent her a video
22 from the night of the rape in an effort to “prove” she was drunk. The video shows that
23 JANE DOE 1 was hallucinating and acting completely out of character. Despite having
24 only three (3) drinks during the entire evening, JANE DOE 1 has no memories of the
25 events depicted in the video.
26

27
28 122. On April 27, 2019, JANE DOE 1 and DEFENDANT BJORKMAN traveled
from California to San Antonio, Texas for another real estate networking event (hosted by

1 a networking group called “Club Wealth”) to recruit agents to join DEFENDANT eXp
2 REALTY.

3
4 123. While in San Antonio, JANE DOE 1 was still questioning her sanity and
5 would repeatedly ask DEFENDANT BJORKMAN if he had assaulted her/penetrated her
6 while she was incapacitated at the last event they attended.

7
8 124. After repeated questioning, DEFENDANT BJORKMAN finally admitted that
9 they did have sex at the last event. He told her he lied because he didn’t want to
10 “embarrass” her. DEFENDANT BJORKMAN went on to explain that JANE DOE 1 was
11 “fucked up” and out of control, was hitting on him and was all over him. DEFENDANT
12 BJORKMAN did not confess that he had drugged her which is why she was behaving so
13 out of character.
14
15

16 125. At that moment, JANE DOE 1 decided she would start the difficult process of
17 leaving the business they had built together, but because of their business and financial
18 entwinement, she knew it would take some time before she could completely distance
19 herself from him.
20

21
22 126. JANE DOE 1 considered at that point reporting him to the authorities but
23 thought no one would believe her. She did confide in some friends about what had
24 happened.
25

26 127. As soon as she was able to do so, JANE DOE 1 severed all ties with
27 DEFENDANT BJORKMAN.
28

1 128. As a result of being drugged/rendered incapacitated and being assaulted,
2 JANE DOE 1 has suffered extreme emotional distress, has PTSD and has lost business
3 opportunities which significantly impacted her income.
4

5 129. After hearing that other eXp Agents had a similar experience of being drugged
6 and raped by DEFENDANT BJORKMAN and/or DEFENDANT GOLDEN , JANE DOE
7
8 1 reported the assault by DEFENDANT BJORKMAN in or around October 2020 to Corey
9 Haggard, a member of the eXp executive leadership.

10 130. Jane Doe 1 repeatedly requested to be moved from DEFENDANT GOLDEN
11 and DEFENDANT BJORKMAN's line. After months of these repeated requests, they
12 agreed to move her but refused to pay her the part of the Revenue Share they were sending
13 to DEFENDANT BJORKMAN.
14
15

16 *Jane Doe 2*

17 131. JANE DOE 2 was invited to attend an eXp REALTY Recruiting Event at the
18 Wynn and Encore Hotel and Casino in Las Vegas, NV, from August 27, 2020 to August
19 30, 2020. The event was hosted by DEFENDANT GOLDEN and DEFENDANT
20 BJORKMAN as an eXp recruiting event.
21
22

23 132. On Friday, August 28, 2020, JANE DOE 2 and other attendees took an event-
24 provided bus from their hotel to an eXp REALTY Recruitment Event held at the guest
25 speaker, Jon Cheplak's house, in Henderson, NV. Attending the event were many
26 DEFENDANT eXp REALTY real estate agents, including DEFENDANT GOVE.
27
28

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

3
4 134. After the event, the bus returned them to their hotel (Wynn). JANE DOE 2
5 and a couple of friends planned on going to dinner that evening but first, they wanted to
6 stop by a get-together held by two of the event's hosts, DEFENDANT BJORKMAN and
7 DEFENDANT GOLDEN.
8

9 135. 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
15 136. After arriving, JANE DOE 2 poured herself one cup of vodka and soda water,
16 which she sipped during the event.

17
18 137. JANE DOE 2 continually added soda water to the drink and never added more
19 vodka. This was the only alcoholic beverage she drank over the course of the entire
20 evening, and she did not finish the entire drink.
21

22 138. After the party, JANE DOE 2 and some of her friends left for Caesar's Palace
23 where they had dinner.

24
25 139. JANE DOE 2 recalls leaving the eXp REALTY Recruiting Event but has very
26 limited memory for the remainder of the evening.
27
28

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

5 141. JANE DOE 2 next recalls waking up the next morning with a headache,
6 feeling very groggy and was nude in her own bed in her hotel room.
7

8 142. JANE DOE 2 has since shared her experience with co-workers who were with
9 her that evening. Based on her conversations with them she learned that she went to the
10 bathroom multiple times while at dinner, and she was gone for so long that her friends had
11 to go to the restroom to find her. JANE DOE 2 has no memory of this happening.
12

13 143. In addition to discussing the evening with her friends, JANE DOE 2 posted
14 about this experience on her Facebook page but did not publicly provide DEFENDANT
15 BJORKMAN or DEFENDANT GOLDEN's name in the post. As a result, she discovered
16 that other women associated with DEFENDANT eXp REALTY had been rendered
17 incapacitated, drugged, and sexually assaulted after attending the same and other eXp
18 REALTY Recruiting Events.
19
20

21 144. After speaking with several people, JANE DOE 2 realized that she was
22 drugged/rendered incapacitated by DEFENDANT BJORKMAN and DEFENDANT
23 GOLDEN.
24

25 145. In addition, on the evening before JANE DOE 2 was drugged, DEFENDANT
26 BJORKMAN and DEFENDANT GOLDEN rented a cabana at the Wynn hotel pool. As
27 the rest of the party was leaving, DEFENDANT BJORKMAN invited JANE DOE 2 to
28

1 stay behind and have a cigarette with him, which she did. He then said that everyone was
2 going back up to the suite, so she followed him. When JANE DOE 2 got there, it was only
3 DEFENDANT GOLDEN and his girlfriend present. They pressured JANE DOE 2 to stay
4 and have another drink, but JANE DOE 2 declined the invitation and returned to her hotel
5 room.
6

7
8 *146.* As a result of being drugged/rendered incapacitated and having no memory of
9 the events that happened later, JANE DOE 2 has suffered extreme emotional distress; has
10 lost business opportunities, including but not limited to, a lucrative position she had
11 coaching other real estate agents, speaking and marketing opportunities. JANE DOE 2
12 continues to live in fear of running into DEFENDANT BJORKMAN and DEFENDANT
13 GOLDEN at real estate events, so much so that for a significant period of time, she was
14 unable to attend any networking events which significantly impacted her income.
15
16

17
18 *Jane Doe 3*

19 *147.* At all times relevant to this Complaint, JANE DOE 3 was a real estate agent
20 for DEFENDANT eXp REALTY.
21

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

1 149. 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

5 150. 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

12 151. 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

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

19 153. 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.⁶
22
23
24
25
26

27 ⁶ 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.>

1 154. 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

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

8 156. 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

13 157. 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

19 158. 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

1 159. 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 ***John Doe 1***

6 160. JOHN DOE 1 is the spouse of JANE DOE 3.
7

8 161. At all times relevant to this Complaint, JOHN DOE 1 was married to JANE
9 DOE 3, and they continue to be married.
10

11 162. As a result of the wrongful and negligent acts of the DEFENDANTS, JOHN
12 DOE 1 was caused to suffer, and will continue to suffer in the future, loss of consortium,
13 loss of society, affection, assistance, and conjugal fellowship, all to the detriment of their
14 marital relationship.
15

16 **ALLEGATIONS RELATING TO DEFENDANT eXp REALTY,
17 DEFENDANT SANFORD AND DEFENDANT GOVE**

18 163. While at eXp REALTY Recruiting Events, DEFENDANT GOLDEN and
19 DEFENDANT BJORKMAN used illegal drugs; surreptitiously drugged and rendered
20 incapacitated other agents and sexually assaulted them and videotaped/photographed their
21 actions. On information and belief, this was known by DEFENDANT eXp REALTY,
22 DEFENDANT SANFORD AND DEFENDANT GOVE throughout the duration of their
23 affiliation with DEFENDANT eXp REALTY.
24
25
26
27
28

1 164. After JANE DOE 2 and JANE DOE 3 informed DEFENDANT eXp
2 REALTY about what happened to them in Vegas in August 2020, JANE DOE 1 also
3 reported to DEFENDANT eXp REALTY what had happened to her.
4

5 165. JANE DOE 1 requested a Sponsor change so that she no longer had to be in
6 DEFENDANT BJORKMAN and DEFENDANT GOLDEN's downline.
7

8 166. Rather than immediately granting her request, DEFENDANT eXp REALTY
9 resisted because they thought more women would come forward and ask to change their
10 Sponsors upon the basis they were sexually assaulted as well. DEFENDANT eXp
11 REALTY waited several months to make this change.
12

13 167. On March 9, 2021, DEFENDANT BJORKMAN was arrested on two counts
14 of sexual assault.
15

16 168. Upon information and belief, certain members of the Leadership Team and/or
17 Board of Directors suggested ways in which DEFENDANT eXp could help the sexual
18 assault survivors which included switching their sponsors so they would not be forced to
19 pay up to their assailants, allowing them to be heard by Leadership, and creating a safe
20 space for reporting. DEFENDANT SANFORD explicitly rejected these requests.
21
22

23 169. Moreover, on information and belief, after having actual knowledge of
24 DEFENDANT BJORKMAN and DEFENDANT GOLDEN'S illegal conduct
25 DEFENDANT eXp REALTY Board Member, Gene Frederick continued to socialize
26 publicly with DEFENDANT BJORKMAN and DEFENDANT GOLDEN.
27
28



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

170. Similarly, after having actual knowledge of DEFENDANT BJORKMAN and DEFENDANT GOLDEN'S illegal conduct, DEFENDANT eXp REALTY (former) CEO Jason Gesing continues to work closely with DEFENDANT GOLDEN.

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

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

172. On March 7, 2022, Ms. Acevedo attended a conference where she saw and spoke to DEFENDANT SANFORD current CEO of DEFENDANT eXp REALTY about the 2018 incident and what she experienced thereafter. Despite already knowing about

1 DEFENDANT BJORKMAN's and DEFENDANT GOLDEN's pattern and practice of
2 predatory sexual conduct toward DEFENDANT eXp REALTY agents based on his
3
4 position as the CEO of DEFENDANT eXp REALTY, DEFENDANT SANFORD did
5 nothing to assist Ms. Acevedo.

6 173. On or about June 9, 2022, Ms. Acevedo spoke with Jason Gesing, who at that
7
8 time was the CEO of DEFENDANT eXp REALTY, about the 2018 incident and what she
9
10 experienced thereafter. Despite already knowing about DEFENDANT BJORKMAN's and
11
12 DEFENDANT GOLDEN's pattern and practice of predatory sexual conduct toward
13
14 DEFENDANT eXp REALTY agents from his position as the CEO of DEFENDANT eXp
15
16 REALTY, Mr. Gesing did nothing to assist Ms. Acevedo.

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

22 175. Upon information and belief, another eXp REALTY agent, not named in this
23
24 Complaint, informed eXp REALTY that she was raped by DEFENDANT GOLDEN and
25
26 requested that he no longer be her Sponsor Agent. DEFENDANT eXp REALTY flatly
27
28 denied her request.

176. DEFENDANT eXp REALTY knew or should have known of DEFENDANT
BJORKMAN'S and DEFENDANT GOLDEN'S Venture, yet rather than terminating
DEFENDANT BJORKMAN and DEFENDANT GOLDEN, DEFENDANT eXp
REALTY elected to continue to ignore pleas from other eXp agents who'd been assaulted

1 and profit from DEFENDANT BJORKMAN and DEFENDANT GOLDEN and their
2 downline.

3
4 177. DEFENDANT eXp REALTY, despite knowing of DEFENDANT
5 BJORKMAN and DEFENDANT GOLDEN'S Venture, chose to financially benefit from
6 DEFENDANT BJORKMAN and DEFENDANT GOLDEN's Venture and continues to
7 receive value from the relationships even today. In the same vein, after allegations of
8 sexual harassment against a past President of DEFENDANT eXp REALTY,
9 DEFENDANT eXp REALTY silenced and in certain instances terminated women who had
10 knowledge and complained about this behavior.
11
12

13
14 **Count I**
15 **Violation of 18 U.S.C. § 1591**
16 **All Plaintiffs Against DEFENDANT MICHAEL BJORKMAN**

17 178. Plaintiffs reallege paragraphs 1 to 177 as if fully set forth herein.

18 ***Fabiola Acevedo***

19 179. DEFENDANT BJORKMAN caused Ms. Acevedo to travel from Florida to
20 California to be his guest at a real estate networking event for the purpose of recruiting,
21 enticing, or soliciting Ms. Acevedo to join DEFENDANT eXp REALTY and name
22 DEFENDANT BJORKMAN as her Sponsor Agent.
23

24 180. DEFENDANT BJORKMAN surreptitiously drugged and rendered
25 incapacitated Ms. Acevedo for the purpose of engaging her in a sex act.
26

27 181. DEFENDANT BJORKMAN attempted to engage Ms. Acevedo in a sex act.
28

1 182. Upon leaving the event, confused about what had happened, Ms. Acevedo
2 joined DEFENDANT eXp REALTY naming DEFENDANT BJORKMAN as her Sponsor
3 Agent based on the promises from DEFENDANT BJORKMAN that he would help her
4 with her real estate career.
5

6 *Jane Doe 1*
7

8 183. DEFENDANT BJORKMAN caused JANE DOE 1 to travel from California
9 to multiple states to attend eXp REALTY Recruiting Events for the purpose of recruiting
10 other real estate agents to join DEFENDANT eXp REALTY and name DEFENDANT
11 BJORKMAN as her Sponsor Agent.
12

13 184. DEFENDANT BJORKMAN surreptitiously drugged and caused JANE DOE
14 1 to be incapacitated for the purpose of engaging her in a sex act and causing her to engage
15 in a sex act without her consent.
16

17 185. BJORKMAN surreptitiously took highly valuable videos and pictures of
18 JANE DOE 1 while she was drugged without her consent.
19

20 *Jane Doe 2*
21

22 186. DEFENDANT BJORKMAN caused JANE DOE 2 to travel from California
23 to Nevada to attend an eXp REALTY Recruiting Event for the purpose of recruiting,
24 enticing, or soliciting JANE DOE 2 to join DEFENDANT eXp REALTY and name
25 DEFENDANT BJORKMAN as her Sponsor Agent.
26

27 187. DEFENDANT BJORKMAN surreptitiously drugged and rendered
28 incapacitated JANE DOE 2 for the purpose of engaging her in a sex act.

1 188. After the eXp REALTY Recruiting Event, DEFENDANT BJORKMAN and
2 his downline continued to try to recruit JANE DOE 1 to select DEFENDANT
3 BJORKMAN or a member of his downline as her Sponsor Agent. Although JANE DOE 2
4 did eventually decide to join DEFENDANT eXp REALTY, she selected another individual
5 not associated with DEFENDANT BJORKMAN or his upline as her Sponsor Agent.
6

7
8 **Jane Doe 3**

9 189. DEFENDANT BJORKMAN caused JANE DOE 3 to travel from Florida to
10 Nevada to attend an eXp REALTY Recruiting Event for the purpose of assisting JANE
11 DOE 3 with her real estate career.
12

13 190. DEFENDANT BJORKMAN surreptitiously drugged and rendered JANE
14 DOE 3 incapacitated for the purpose of engaging her in a sex act and caused her to engage
15 in a sex act without her consent.
16

17 191. After the event, DEFENDANT BJORKMAN gave JANE DOE 3 a highly
18 valuable Front Line Qualifying Agent.
19

20 **Count II**
21 **Violation of 18 U.S.C. § 1591**
22 **All Plaintiffs Against DEFENDANT DAVID GOLDEN**

23 192. Plaintiffs reallege paragraphs 1 to 191 as if fully set forth herein.
24

25 ***Fabiola Acevedo***

26 193. DEFENDANT GOLDEN caused Ms. Acevedo to travel from Florida to
27 California to be DEFENDANT GOLDEN'S downline agent, DEFENDANT
28 BJORKMAN's, guest at a real estate networking event for the purpose of recruiting,

1 enticing, or soliciting Ms. Acevedo to join DEFENDANT eXp REALTY and name
2 DEFENDANT GOLDEN’S downline agent, DEFENDANT BJORKMAN, as her Sponsor
3 Agent.
4

5 194. DEFENDANT GOLDEN enticed Ms. Acevedo to stay with DEFENDANT
6 BJORKMAN, knowing DEFENDANT BJORKMAN would attempt to drug and render her
7 incapacitated so he could sexually assault Ms. Acevedo.
8

9 195. DEFENDANT BJORKMAN surreptitiously drugged Ms. Acevedo for the
10 purpose of engaging her in a sex act.
11

12 196. DEFENDANT BJORKMAN attempted to engage Ms. Acevedo in a sex act.

13 197. Upon leaving the event, Ms. Acevedo joined DEFENDANT eXp REALTY
14 naming DEFENDANT GOLDEN’s downline agent, DEFENDANT BJORKMAN, as her
15 Sponsor Agent based on the promises from DEFENDANT BJORKMAN that he and
16 DEFENDANT GOLDEN would help her with her real estate career.
17
18

19 *Jane Doe 2*

20 198. DEFENDANT GOLDEN caused JANE DOE 2 to travel from California to
21 Nevada to attend an eXp REALTY Recruiting Event for the purpose of recruiting, enticing
22 or soliciting JANE DOE 2 to join DEFENDANT eXp REALTY and name DEFENDANT
23 GOLDEN’S downline agent, DEFENDANT BJORKMAN, as her Sponsor Agent.
24
25

26 199. DEFENDANT BJORKMAN surreptitiously drugged JANE DOE 2 rendering
27 her incapacitated for the purpose of engaging her in a sex act with drugs supplied by
28 DEFENDANT GOLDEN.

1 DEFENDANT SANFORD AND DEFENDANT GOVE share in the common purpose of
2 allowing DEFEDANT BJORKMAN AND DEFENDANT GOLDEN to recruit in any way
3
4 necessary to secure and to maintain agents, and thus receive, a direct financial benefit from
5 DEFENDANT BJORKMAN and DEFENDANT GOLDEN's recruitment of new agents
6 into all of their common downline.

7
8 206. DEFENDANT GOLDEN receives a financial benefit from DEFENDANT
9 BJORKMAN's downline of Recruited Agents.

10
11 207. DEFENDANT eXp REALTY, DEFENDANT SANFORD AND
12 DEFENDANT GOVE knew or should have known that DEFENDANT GOLDEN and
13 DEFENDANT BJORKMAN used drugs to sexually assault other eXp REALTY real estate
14 agents and prospective eXp REALTY real estate agents at eXp REALTY Recruitment
15 Events.
16

17
18 208. DEFENDANT GOLDEN knew that DEFENDANT BJORKMAN used drugs
19 to sexually assault other eXp REALTY real estate agents and prospective eXp REALTY
20 real estate agents at eXp REALTY Recruitment Events
21

22 209. After having actual knowledge of DEFENDANT BJORKMAN and
23 DEFENDANT GOLDEN's illegal conduct, DEFENDANT eXp REALTY, DEFENDANT
24 SANFORD AND DEFENDANT GOVE continued to endorse, support and promote
25 DEFENDANT GOLDEN's and DEFENDANT BJORKMAN's recruiting efforts as a
26 means to continue receiving a financial benefit from DEFENDANT BJORKMAN and
27 DEFENDANT GOLDEN activities.
28

1 distress damages, and costs of medical treatment necessary to address the psychological
2 damages caused by DEFENDANT BJORKMAN's conduct.

3
4 **Count V**

5 **Civil Battery**

6 **All Plaintiffs Against DEFENDANT BJORKMAN and**
7 **Plaintiffs Jane Doe 2 and 3 Against GOLDEN**

8 216. Plaintiffs reallege paragraphs 1 to 215 as if fully set forth herein.

9
10 217. Through his conduct, DEFENDANT BJORKMAN intentionally placed a drug
11 in the Plaintiffs' drink without their knowledge or consent with the intent to harm/touch
12 and did harm/touch Plaintiffs.

13
14 218. Through his conduct, DEFENDANT GOLDEN intentionally placed a drug in
15 Jane Doe 2 and Jane Doe 3's drinks without their knowledge or consent with the intent to
16 harm/touch and caused Plaintiffs to be touched.

17
18 219. By placing a drug in the Plaintiffs' drinks, DEFENDANT BJORKMAN, and
19 by placing drugs in Jane Doe 2 and Jane Doe 3's drinks, DEFENDANT GOLDEN, caused
20 the Plaintiffs to unknowingly ingest the drug and be touched for which they did not
21 consent.

22
23 220. DEFENDANT BJORKMAN and DEFENDANT GOLDEN all caused
24 Plaintiffs to suffer harm and offense through the unwanted touching.
25
26
27
28

1 DEFENDANT BJORKMAN AND DEFENDANT GOLDEN, two of his top recruiting
2 agents.

3
4 239. DEFENDANT SANFORD not only ignored Plaintiffs' pleas for help, but he
5 also made the executive decision as the Chairman of the Board and CEO of eXp World
6 Holdings to allow both DEFENDANT BJORKMAN AND DEFENDANT GOLDEN to
7
8 continue to receive Revenue Share, have stock vested and participate in eXp events while
9 simultaneously disallowing the Plaintiffs to separate from DEFENDANT GOLDEN AND
10 DEFENDANT's upline, essentially forcing them to pay their assailants.

11
12 240. As a result of DEFENDANT SANFORD's conduct, the Plaintiffs suffered
13 legally compensable emotional distress damages, and are also entitled to reimbursement
14 for all costs associated with the treatment of the severe emotional distress inflicted by
15 DEFENDANT SANFORD.

16
17 241. DEFENDANT's conduct was a substantial factor in causing Plaintiffs severe
18 emotional distress.

19
20
21 **Count IX**

22 **Negligence**

23 **All Plaintiffs Against All Defendants**

24 242. Plaintiffs reallege paragraphs 1 to 241 as if fully set forth herein.

25 243. DEFENDANTS, and each of them, owed a Duty to Plaintiffs.

26 244. DEFENDANTS fell below the standard of care required for the reasonable
27 person and resulted in the negligent breach of duties owed to Plaintiffs.
28

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

3
4 251. DEFENDANT GOLDEN and DEFENDANT BJORKMAN's unfitnes
5 harmed PLAINTIFFS; and

6
7 252. 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 **Count XI**
12 **Loss of Consortium**
13 **John Doe 1 against Defendants**

14 253. JOHN DOE 1 incorporates by reference the allegations in paragraphs 1-252 as
15 if fully set forth herein.

16
17 254. As a direct and proximate result of DEFENDANTS' tortious actions and
18 JANE DOE 3's resulting injuries described above, JOHN DOE 1 has suffered damages
19 arising from the loss of JANE DOE 3's services, society, companionship, and sexual
20 relations.
21

22
23 **REQUEST FOR RELIEF**

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

25 1. For past, present, and future general damages in an amount to be determined at
26 trial;
27
28

