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

16 **ANYA ROBERTS,**) **CASE NO. 2:23-CV-10492-AB-AGR**
17)
18 Plaintiff,) **FIRST AMENDED COMPLAINT FOR**
19 v.) **DAMAGES FOR:**
20) **1) Violation of 18 U.S.C. § 1591**
21 **EXP REALTY, LLC, EXP WORLD**) **2) Violation of 18 U.S.C. § 1591**
22 **HOLDINGS, INC., MICHAEL L.**) **3) Violation of 18 U.S.C. § 1595**
23 **BJORKMAN; DAVID S. GOLDEN;**) **4) Sexual Battery**
24 **BRENT GOVE, EMILY KEENAN,**) **5) Civil Battery**
25 **GLENN SANFORD; MICHAEL**) **6) Intentional Infliction of Emotional**
26 **SHERRARD, and DOES 1-10,**) **Distress**
27) **7) Negligent Hiring, Retention, and**
28 Defendants.) **Supervision**
) **8) Tortious Interference with**
) **Contractual Relations**

DEMAND FOR JURY TRIAL

1 PLAINTIFF ANYA ROBERTS, complaining of DEFENDANTS eXp REALTY,
2 LLC; eXp WORLD HOLDINGS, INC., hereinafter referred to collectively as “eXp” or “eXp
3 REALTY”; MICHAEL L. BJORKMAN; DAVID S. GOLDEN; GLENN SANFORD;
4 BRENT GOVE; EMILY KEENAN, MICHAEL SHERRARD; and DOES 1-10,
5 (hereinafter referred to as “Defendants”) by her attorneys Cohen Hirsch, LP, and Lenze
6 Lawyers, PLC, respectfully sets forth and alleges the following, upon information and
7 belief:
8
9

10 PRELIMINARY STATEMENT

11
12 1. This case involves “bad actors” that drugged and sexually assaulted their
13 coworkers, and a company, eXp, who at *worst* knew of, encouraged, and permitted
14 abhorrent behavior; or at the *least*, recklessly disregarded, and willfully turned a blind eye
15 to “things that are on the wrong side of the law”.¹
16

17
18 2. The detestable actions that are the subject of this Complaint (the drugging and
19 sexual assault of agents) were rampant within eXp culture; they occurred during eXp
20 events, at agent sponsored events, as well as at events where eXp was in attendance; it
21 permeated the company’s culture.
22

23 3. The behavior that is the subject of this complaint should have been known to
24 the named Defendants in this action prior, during, and after to the hiring of DEFENDANT
25 GOLDEN and DEFENDANT BJORKMAN and was clearly apparent as early as October
26
27

28 ¹ Glenn Sanford, eXp World Holdings, Q3 2023 Results Call with Investors, November 2, 2023.

1 2, 2019 when an Agent overdosed at eXpCon in front of DEFENDANT GOLDEN and
2 Rosie Rodriguez, both Alpha Agents (*defined below*).

3
4 4. On October 6, 2020 DEFENDANT eXp received a memo with granular detail
5 describing the previous blatant, overt, and *well-known* behavior of DEFENDANT
6 BJORKMAN and DEFENDANT GOLDEN who would routinely invite agents to
7 recruiting parties where they would drug and assault individuals—under the guise of Agent
8 Attraction. This information was provided by an agent, who herself had been drugged by
9 DEFENDANTS BJORKMAN AND GOLDEN and described similar events and behavior
10 to numerous other individuals.²

13 5. This Agent Attraction included the enticement of both new recruits and the
14 *poaching* of agents who had already signed with other Sponsor Agents.³

16 6. Plaintiff Roberts, fell prey to poaching by DEFENDANT GOLDEN and
17 DEFENDANT GOVE in their six-week aggressive pursuit of Ms. Roberts whereby
18 DEFENDANTS GOLDEN AND GOVE explained to her that they would exponentially
19 elevate her career at eXp.
20
21

22
23 ² This Memorandum was in addition to the knowledge DEFENDANT eXp had gained in
24 or around September of 2020 from an internal investigation following a Facebook post by
25 Christy Lundy setting forth this abhorrent behavior, and from multiple conversations with
26 women confirming the drugging and assaulting by DEFENDANTS GOLDEN and
27 BJORKMAN.

28 ³ *Poaching*, or attempting to/or signing an agent from another Sponsor Agent’s downline,
though against eXp policy, was routinely done (and *approved*) because agents needed a
certain number of Qualified Agents to open additional downlines. Discussed in more detail
infra.

1 7. Shortly after this poaching process and enticement began, DEFENDANT
2 GOLDEN was drugging, assaulting, and love bombing Ms. Roberts (as this was part of the
3
4 *modus operandi* of DEFENDANTS GOLDEN and BJORKMAN).

5 8. In April 2022, Felicia “Fee” Gentry, an eXp Realty Board Member (“The
6 Board Member”) addressed eXp Realty’s failure to take any action to curb the sexual
7
8 assault incidents that were occurring at eXp Realty. She explained to the Board that a
9 reporting plan, enforceable policies and procedures, and an independent investigation were
10
11 all necessary based on the complaints of multiple women who had been drugged and
12 assaulted at both conferences and recruiting events.

13 9. On par with DEFENDANT eXp’s treatment of complaints related to sexual
14
15 harassment, sexual assault, drug use, and the like, DEFENDANT eXp REALTY ignored
16 Ms. Gentry’s request that DEFENDANT eXp take action and ignored her suggested
17
18 solutions.

19 10. Furthermore, DEFENDANT eXp CEO, GLENN SANFORD, expressed to
20
21 Ms. Gentry that this was not eXp’s problem, and the arrest of DEFENDANT BJORKMAN
22
23 and the numerous complaints made against DEFENDANT BJORKMAN and
24
25 DEFENDANT GOLDEN for illegal behavior that took place at DEFENDANT eXp
26 conferences and recruiting events, would be simply a three to five day newspaper
27
28 phenomenon which would then disappear.

 11. In complete contrast to DEFENDANT SANFORD’s believing the incidents
would of little impact or import on DEFENDANT eXp, Ms. Roberts will forever be

1 impacted by the events described in this complaint. In fact, to this day, DEFENDANT
2 GOVE continues to attempt to harm and impact Ms. Roberts by communicating with her
3
4 downline about this case.

5 **JURISDICTION**

6 12. This Court has subject matter jurisdiction pursuant to 18 U.S.C. § 1595, which
7
8 provides the district courts of the United States jurisdiction over violations of 18 U.S.C. §
9 1591.

10 13. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332, which
11
12 provides that district courts of the United States have jurisdiction over cases between a
13
14 citizen of a state and a subject of a foreign state if the amount in controversy exceeds
15 \$75,000.

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

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

23 16. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), as
24
25 DEFENDANT MICHAEL L. BJORKMAN resided in this district and division at all times
26
27 complained of herein.
28

THE PARTIES

1
2 17. PLAINTIFF ANYA ROBERTS is a citizen of Florida and is a licensed real
3 estate agent with DEFENDANT eXp REALTY.
4

5 18. DEFENDANT eXp WORLD HOLDINGS, INC. is a corporation duly
6 organized and existing under and by virtue of the State of Delaware and has its principal
7 place of business at 2219 Rimland Drive, Suite 301, Bellingham, Washington 98226.
8

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

13 20. DEFENDANT MICHAEL BJORKMAN is a citizen of the State of California
14 and resides in Ventura County, CA; he was a former real estate agent with DEFENDANT
15 eXp REALTY, as well as an “Influencer” (defined *infra*) at DEFENDANT eXp REALTY,
16 and upon information and belief, is a current Revenue Share Participant (defined *infra*)
17 with DEFENDANT eXp REALTY. DEFENDANT GOLDEN is DEFENDANT
18 BJORKMAN’s Sponsor Agent.
19
20

21 21. DEFENDANT DAVID S. GOLDEN is a citizen of the State of Nevada and a
22 former real estate agent with DEFENDANT eXp REALTY; he is also an “Influencer”
23 (defined *infra*) at DEFENDANT eXp REALTY and on information and belief is still a
24 current Revenue Share Participant (defined *infra*) with DEFENDANT eXp REALTY.
25
26
27
28

1 22. 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 23. DEFENDANT BRENT GOVE is a citizen of the State of California; he is a
6 real estate agent with DEFENDANT eXp REALTY, a top “Influencer” (defined *infra*) at
7 DEFENDANT eXp REALTY, and a current Revenue Share Participant (defined *infra*)
8 with DEFENDANT eXp REALTY.
9

10 24. DEFENDANT EMILY KEENAN is a citizen of Arizona.
11

12 25. DEFENDANT MICHAEL SHERRARD is a citizen of Canada and a real
13 estate agent with DEFENDANT eXp REALTY; he is a top “Influencer” (defined *infra*) at
14 DEFENDANT eXp REALTY, and a current Revenue Share Participant (defined *infra*)
15 with DEFENDANT eXp REALTY. DEFENDANT SHERRARD is a current Revenue
16 Share Participant (defined *infra*) and regularly conducts business throughout the United
17 States to recruit more members into eXp REALTY’S Revenue Share pyramid.
18
19

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

1 27. Under the TVPRA, Defendants are vicariously liable and jointly and severally
2 liable for all damages a jury awards to Plaintiff for past and future losses she suffered as a
3 proximate result of her sexual exploitation and trafficking.
4

5 **GENERAL FACTUAL ALLEGATIONS**

6 **eXp’s Revenue Share Pyramid⁴**

7
8 28. eXp is a multilevel marketing company made up of “Tiers” under each Agent,
9 otherwise known as each Agent’s Revenue Share Group.

10
11 29. A Tier is defined by eXp as follows:

12 **Tier:** The hierarchy of eXp Agents that are sponsored in succession beginning with
13 the Contractor [Agent] and each group of eXp Agents thereafter, as follows:

- 14 • Tier 1: the group of eXp Agents sponsored by the Contractor.
- 15 • Tier 2: the group of eXp Agents sponsored by Tier 1 eXp Agents.
- 16 • Tier 3: the group of eXp Agents sponsored by Tier 2 eXp Agents.
- 17 • Tier 4: the group of eXp Agents sponsored by Tier 3 eXp Agents.
- 18 • Tier 5: the group of eXp Agents sponsored by Tier 4 eXp Agents.
- 19 • Tier 6: the group of eXp Agents sponsored by Tier 5 eXp Agents.
- 20 • Tier 7: the group of eXp Agents sponsored by Tier 6 eXp Agents.

21
22 30. A Revenue Share Group is defined by eXp as follows:

23 **Revenue Share Group:** A Contractor’s Revenue Share Group consists of the eXp
24 Agents he or she personally sponsors to join the sales ranks of the Company and
25 those eXp Agents sponsored thereafter as a result of Contractor’s [Agent’s] original
26 sponsorship(s).

27 ⁴ All “Key Terms” and their definitions were provided by DEFENDANT eXp Realty to the
28 SEC in 2020:

<https://www.sec.gov/Archives/edgar/data/1495932/000155837020009246/exp-20200630xex10d1.htm>

1 31. Each Tier level is unlocked for purposes of sharing revenue only when there
2 are sufficient Front-Line Qualifying Agents in the previous level. Front-Line Qualifying
3
4 Active Agent is defined by eXp as follows:

5 **Front-Line Qualifying Active (FLQA):** A Front-Line Qualifying Active agent is a
6 licensed agent who has been personally sponsored into eXp Realty and that has been
7 active and productive with the Company during the prior rolling six- month period
8 by closing: 1) a minimum of two full credit Sales, or the equivalent; or 2) \$5,000 in
9 Gross Commission Income. All FLQA agents are Tier 1 eXp Agents that have been
10 directly sponsored by the Contractor; however, not all Tier 1 eXp Agents sponsored
11 by Contractor are FLQA Agents.

12 32. Participating Agents receive income from the Revenue Share Plan as defined
13 by eXp as follows:

14 **Revenue Share Plan** The Company’s Sustainable Revenue Share Plan exists to
15 provide a financial incentive to the real estate licensees with the Company (“eXp
16 Agents”) who have helped grow company sales through the agent ranks of eXp
17 Realty (defined below).

18 33. Revenue Share is defined by eXp as follows:

19 **Revenue Share:** The Revenue Share Plan is paid out as a percentage of AGCI
20 which is the GCI adjusted by a factor and calculated each month in an effort to
21 achieve and pay out 50% of Company Dollar in the overall monthly Revenue Share
22 Plan in the form of revenue share. Actual payouts on individual Transactions can be
23 higher or lower than the 50% payout target depending on how many FLQAs are
24 counted on each Tier. As a Contractor encourages fellow active and productive
25 agents to join the ranks of the Company and the Contractor is named as the sponsor
26 of those new eXp Agents, the Contractor will begin earning the standard Tier 1 3.5%
27 of AGCI revenue share amount on the Qualifying Sale Transactions of the
28 Contractor’s Tier 1 group of eXp Agents. As the Contractor’s Tier 1 group of eXp
Agents (Contractor’s direct sponsored agents) become sponsors themselves of more
new eXp Agents, each new eXp Agent added to the Contractor’s Revenue Share
Group can potentially expand and unlock the Contractor’s ability to earn more
revenue share in two different ways: 1) eXpansion Share; and 2) eXponential Share.

1 34. eXp defines the Qualifications to Receive Revenue as follows:

2 **Qualifications To Receive Revenue:** Share In order to be qualified to receive
3 revenue share under both the eXpansion Share and the eXponential Share Contractor
4 must be Revenue Share Eligible on the date when a Qualifying Sale Transaction
5 closes, and Contractor’s license must be active and affiliated with eXp Realty in
6 every state that Contractor engages in activities requiring a real estate license.

7 35. eXp defines the Qualifications to Receive Revenue as follows:

8 **Revenue Share Vesting Policy:** To qualify for revenue share vesting, Contractor
9 must satisfy the following conditions: 1) hold a current real estate license and be
10 authorized to receive commissions; 2) be affiliated with the Company as a
11 Contractor/real estate agent for not less than 36 consecutive months; and 3) and meet
12 all requirements under the Revenue Share Eligible definition above for not less than
13 36 consecutive months.

14 **eXp’s Sixty-One (61) Alpha Agents**

15 36. While eXp routinely boasts its agent count nearing 100,000 agents, roughly
16 only a quarter of eXp Realty’s agents (around 25,000) participate in eXp’s Revenue Share
17 Plan which generates approximately \$28,000,000 a month in Revenue Share income
18 (“Participating Agents”).

19 37. As described above, to maximize income from DEFENDANT eXp’s Revenue
20 Share Plan (during the relevant time periods) a Participating Agent must “unlock” each of
21 the Seven (7) Tiers in the Revenue Share Plan. “Unlocking” a level involves having the
22 required number of Front Line Qualified Active Agents.
23

24 38. As shown in the Revenue Share Chart below, an Agent must have the required
25 number of FLQAs to receive the full financial benefit of the Revenue Share Plan:
26
27
28

Revenue Share Chart

	eXpansion Share	eXponential Share Tier 1 Front-line Qualifying Agents Count Needed							Total % of AGCI Paid on Transactions in Each Tier Group
		0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 39	40+	
Tier 1	-	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Tier 2	0.2%	-	3.8%	3.8%	3.8%	3.8%	3.8%	3.8%	4.0%
Tier 3	0.1%	-	-	2.4%	2.4%	2.4%	2.4%	2.4%	2.5%
Tier 4	0.1%	-	-	-	1.4%	1.4%	1.4%	1.4%	1.5%
Tier 5	0.1%	-	-	-	-	0.9%	0.9%	0.9%	1.0%
Tier 6	0.5%	-	-	-	-	-	2.0%	2.0%	2.5%
Tier 7	0.5%	-	-	-	-	-	-	4.5%	5.0%

AGCI = Adjusted Gross Commission Income

39. Nearly half of the monthly income generated from the Revenue Share Plan ends up in the pockets of less than 0.3% of eXp Realty’s Participating Agents, also referred to as its “Alpha Agents.”

40. An Alpha Agent is an agent who has at a minimum either 1,000 agents *and* 25 FLQAs or 2,000 agents *and* 20 FLQAs in their Revenue Share Group.

41. On average, Alpha Agents receive \$215,000 a month in Revenue Share Income. The other 97.7% of the Participating Agents receive, on average, \$625 a month.⁵

42. In 2022, DEFENDANT eXp Realty had only sixty-one (61) Alpha Agents.

⁵ eXp also has approximately 105 Beta Agents with a monthly average Revenue Share income of \$32,000. For all other agents, who do not qualify as an Alpha or Beta agent, the average monthly Revenue Share is less than \$500 per Participating Agent.

1 43. Ranking its agents by monthly Revenue Share income, DEFENDANT GOVE
2 sits in the number two Alpha Agent position, averaging close to \$1,000,000 a month in
3 Revenue Share Income.⁶
4

5 44. Irrespective of whether an Agent receives any Revenue Share Income or
6 commissions, under their contractual terms they are still required to pay DEFENDANT
7 eXp a monthly fee in the amount of \$250.
8

9 45. On average, approximately 75% of the Participating Agents are upside down –
10 meaning they are paying more to DEFENDANT eXp each month than they are receiving
11 in Revenue Share.
12

13 46. Alpha Agents include DEFENDANTS BRENT GOVE, GLENN SANFORD,
14 DAVID GOLDEN, and MICHAEL SHERRARD.
15

16 47. Alpha Agents are invited to special meetings and receive special benefits
17 which typically include speaking opportunities.
18

19 48. It is widely known amongst the Agents and staff of DEFENDANT eXp Realty
20 that DEFENDANT eXp Realty has two sets of rules, one set of rules for its Alpha Agents
21 and another set of rules for everyone else. One set of rules that do not apply to Alpha
22 Agents relate to DEFENDANT eXp's Agent Attraction Prohibited Practices:
23
24
25

26
27 ⁶ The majority of Agents at eXp make zero income from revenue share at all which vastly
28 contrasts to the Revenue Share of those at the Top of the Pyramid. Those at the top
regularly espouse that those at the bottom can build and obtain great wealth through Agent
Attraction; however, this appears to be highly unlikely due to the Pyramid parameters.

Agent Attraction Prohibited Practices

Agents are prohibited from engaging in the following practices while carrying out their attraction activities. These practices run contrary to eXp Realty's core values and only serve to harm eXp's brand, its community, and its sustainability. If an agent is found participating in the practices below, eXp Realty leadership may, at any time, make the determination that removal or severance from eXp Realty is in the best interest of the company and its agents.

Recruitment and Sponsorship

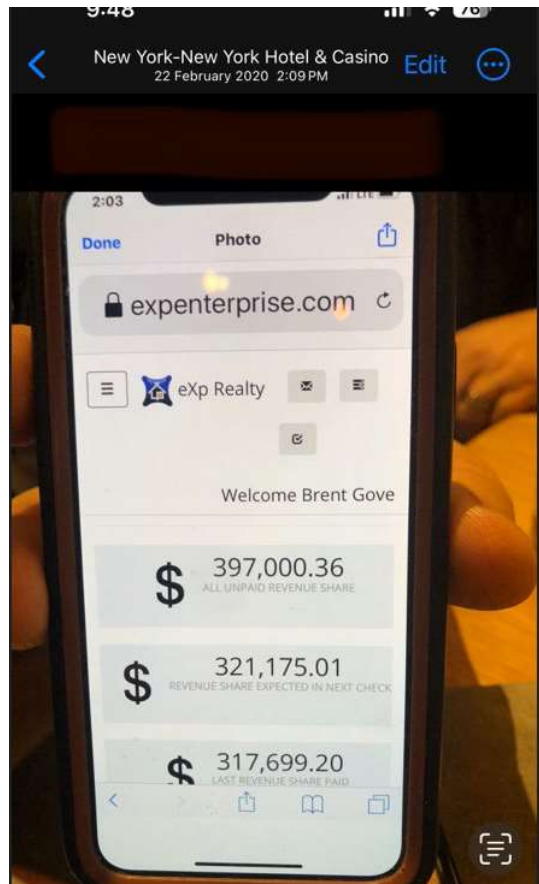
- Agents are prohibited from encouraging prospective agents to change sponsorship or change their intended sponsorship declaration. It is the responsibility of each agent to discover if a prospective agent is already in conversation with another eXp agent about joining and should refer them back to their first contact as a professional courtesy.
- Inappropriate incentives should never be used to entice or persuade an agent to change their intended sponsorship declaration. This includes offering enticements that are in addition to and outside of the benefits of the eXp Realty business model such as the promise of cash, cash equivalents, gifts, office space, additional revenue, leads or the payment of monthly technology or registration costs with eXp Realty.
- Compensating individuals, either directly or through affiliation, who are not agents or brokers affiliated with eXp Realty to recruit or attract agents to eXp Realty is not allowed.
- When an agent makes the decision to join, based on the efforts and relationship of an eXp Agent— there should be ZERO interference by other eXp agents from that time forward. Any efforts to coerce or otherwise unethically convince a prospective agent to change their selected sponsor will be subject to corrective action up to and including severance from eXp Realty.
- The use of recruitment companies or other similar third-party services, to send SMS text messages, emails, place phone calls, etc. is not allowed in the agent attraction process. Real estate agents who hang their license with eXp are the only individuals authorized to present the eXp opportunity to prospective agents.

49. DEFENDANT eXp's Alpha Agents, like DEFENDANT GOVE, have not been required to abide by DEFENDANT eXp's policies and procedures; complaints made against DEFENDANT eXp's Alpha Agents are routinely ignored.

50. For example, it was DEFENDANT eXp Realty's policy to prohibit Revenue Share Agents from disclosing the amount they made monthly from its Revenue Share program. However, this rule did not apply to Alpha Agent, DEFENDANT GOVE, as it was known by DEFENDANT eXp that he was notorious for flashing around screenshots of

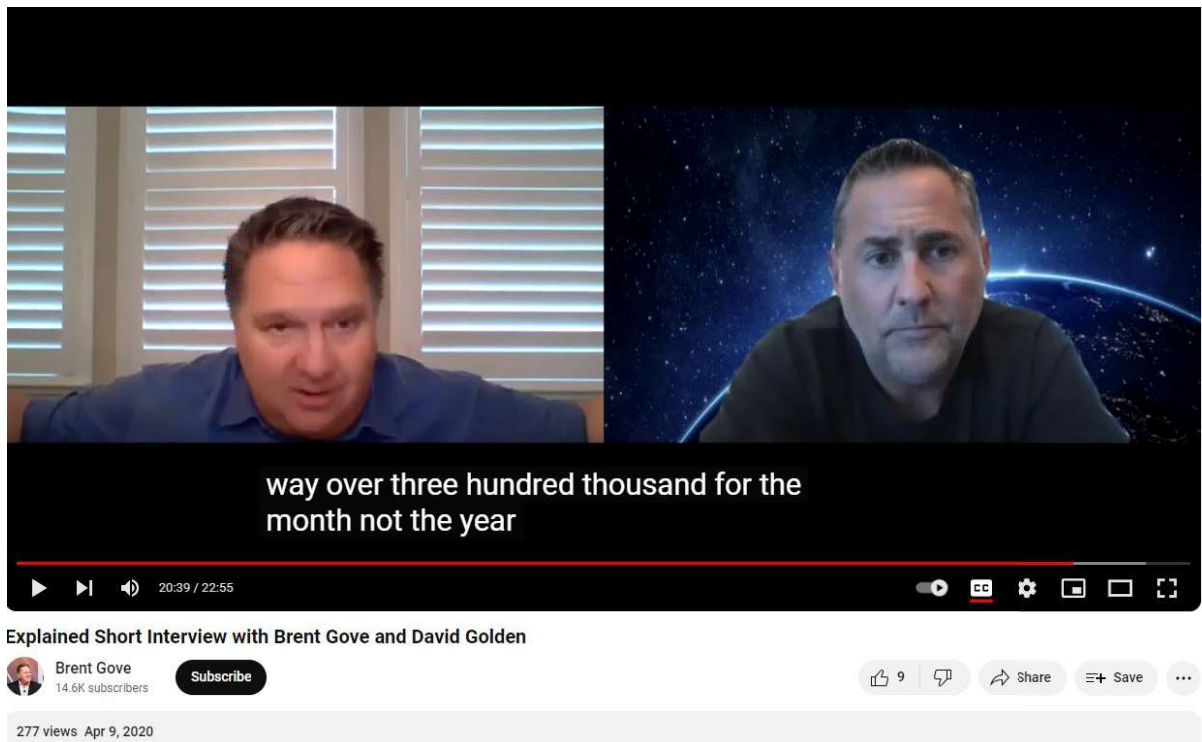
1 his monthly Revenue Share income as a way to entice agents to join, and even more
2 importantly, to *stay*, in his downline.

3
4 51. For example, on February 22, 2020, DEFENDANT GOVE shared his
5 monthly Revenue Share income to Plaintiff.⁷



21 52. Similarly, on a publicly available YouTube video showcasing DEFENDANT
22 GOVE and DEFENDANT GOLDEN, DEFENDANT GOVE shared that his monthly
23 Revenue Share income in 2020 was over \$300,000.

24
25
26
27
28 ⁷ A similar screenshot was sent to Tami Sims, a Plaintiff in the *Acevedo* matter, by
DEFENDANT BJORKMAN during her recruitment to eXp.



53. Under eXp’s Agent Attraction Prohibited Practices Guide, Agents are prohibited from using recruitment companies or other similar third-party services to recruit agents.

54. DEFENDANT eXp knew that Alpha Agents, including DEFENDANT GOLDEN, were using prohibited third-party services, but because they were Alpha Agents, the rules did not apply to them. This use of third-party services by DEFENDANT GOLDEN specifically was identified to DEFENDANT eXp in the Memorandum from an Agent to DEFENDANT eXp on October 6, 2020.

55. Critically, under DEFENDANT eXp’s Agent Attraction Prohibited Practices Guide, agents are forbidden from recruiting eXp agents away from their current Sponsor Agents (poaching as defined *supra*).

1 56. The prohibition on this practice of *poaching* other agents from their current
2 Sponsor Agents was not enforced when it came to the tactics of DEFENDANT GOVE and
3 DEFENDANT GOLDEN.
4

5 57. This poaching was allowed when it financially and otherwise benefited
6 DEFENDANT GOVE, DEFENDANT SANFORD, and DEFENDANT eXp. The high-
7 pressure poaching of Ms. Roberts by DEFENDANT GOVE and GOLDEN began
8 approximately a year after Ms. Roberts joined eXp and lasted for approximately six weeks
9 after the first time Ms. Roberts met DEFENDANT GOLDEN.
10

11 58. When Ms. Roberts' business partner definitively confirmed the poaching
12 would not be successful, and communicated as much to the DEFENDANT GOLDEN, *i.e.*
13 that they would not switch Sponsor Agents to DEFENDANT GOLDEN, DEFENDANT
14 GOLDEN gave up his efforts which included the pursuing, drugging, and assaulting of Ms.
15 Roberts.
16
17

18
19 **DEFENDANT BRENT GOVE'S INFLUENCE AT eXp**

20 59. DEFENDANT GOVE's influence within eXp cannot be overstated. He has
21 the largest Revenue Share Group in eXp. DEFENDANT GOVE and his downline are
22 responsible for the majority of income in DEFENDANT eXp REALTY'S Revenue Share
23 Plan.
24

25 60. For years, DEFENDANT GOVE has traveled around the country, appearing
26 at conferences, on podcasts, in YouTube videos and on webinars, teaching real estate
27
28

1 agents how he makes hundreds of thousands of dollars a month through passive income
2 through DEFENDANT eXp's Revenue Share plan.

3
4 61. DEFENDANT GOVE also teaches eXp Agents how to recruit and sponsors
5 DEFENDANT eXp's biggest Recruiting Events.

6
7 62. At DEFENDANT GOVE'S Recruiting Events, agents are encouraged to share
8 rooms with other agents.

9
10 63. Also, at DEFENDANT GOVE'S Recruiting Events, DEFENDANT GOVE
11 hosts lavish parties that are filled with beautiful young women, copious amounts of
12 unlimited free alcohol, as well as drugs.

13
14 64. DEFENDANT GOVE personally trained DEFENDANT GOLDEN and
15 DEFENDANT BJORKMAN on how to host Recruiting Events, and they modeled their
16 own Recruiting Events off Defendant Gove's Recruiting Events.

17
18 **SPECIFIC FACTUAL ALLEGATIONS**

19 **The Initial Recruitment of Ms. Roberts into eXp Realty**

20
21 65. Ms. Roberts is a beautiful, charming, articulate, and intelligent woman who
22 perfectly fit the mold of DEFENDANT eXp's highly valued image of success, which
23 includes beautiful people, fancy things, and wealth, i.e., vacation homes, suites, parties,
24 yachts, and fast cars.

25
26 66. Prior to meeting DEFENDANTS, Ms. Roberts had a successful real estate
27 career selling real estate in her market with ReMax.
28

1 67. Beginning in 2018, Ms. Roberts was inundated with social media posts about
2 joining eXp REALTY.

3
4 68. In response to these recruiting efforts, on October 22, 2018, Ms. Roberts
5 traveled to New Orleans, Louisiana to attend EXPCON; she stayed until October 24, 2018.

6 69. DEFENDANT eXp REALTY paid for all of Ms. Roberts' expenses for
7 EXPCON; she was provided complimentary dinners, and she attended multiple one-on-one
8 high-pressure meetings with some of DEFENDANT eXp REALTY's top recruiting Alpha
9 Agents ("Influencers") recruiting her to join eXp REALTY.
10

11
12 70. DEFENDANT GOVE, an Alpha Agent, was personally involved in the high-
13 pressure recruitment effort of Ms. Roberts.
14

15 71. One of the strongest pitches made to Ms. Roberts was that by joining
16 DEFENDANT eXp REALTY, she would be entering one of the top levels and strongest
17 downlines in DEFENDANT eXp's multi-level marketing Revenue Share Plan pyramid
18 (i.e. DEFENDANT GOVE's downline).⁸
19

20 72. As her family's breadwinner, one of the main reasons Ms. Roberts was
21 interested in joining DEFENDANT eXp REALTY was so that she could participate in its
22
23
24

25
26 ⁸ DEFENDANT eXp REALTY maintains a revenue-sharing plan whereby each of its
27 agents and brokers participate in, and can receive monthly and annual residual overrides on
28 the gross commission income resulting from transactions consummated by agents and
brokers who they have attracted to eXp REALTY.

1 Revenue Share Program by recruiting agents, and she could obtain eXp stock options, both
2 of which would allow her to receive “passive income.”

3
4 73. As a result of these promises and recruiting efforts, in December 2018,
5 PLAINTIFF Roberts officially joined DEFENDANT eXp and named Alpha Agent Chris
6 Bear as her Sponsor Agent.⁹

7
8 74. Ms. Robert’s “upline” at eXp is as follows (the position directly above her in
9 the MLM pyramid is her sponsor Chris Bear listed below in the Tier 1 position):

Level	eXp Sponsor Agent	eXpansion Share % of AGCI	eXponential Share % of AGCI
TIER 1	Chris Bear	///	3.5%
TIER 2	Cliff Freeman	.2%	3.8%
TIER 3	Brent Gove	.1%	2.4%
TIER 4	Sheila Fejeran	.1%	1.4%
TIER 5	Jennifer Vaughan Flick	.1%	0.9%
TIER 6	Gene Frederick	.5%	2.0%
TIER 7	Elizabeth Riley	.5%	4.5%

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19 75. Ms. Roberts selected Chris Bear as her Sponsor Agent because he promised to
20 support her and to help her develop her downline, as well as her real estate business.

21
22 76. Ms. Roberts continued to excel in selling real estate as a top agent in her
23 region.

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26
27 ⁹ Chris Bear is an Alpha Agent who lives in Brevard County, the same county in which
28 Ms. Roberts resided.

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77. DEFENDANT GOVE saw Ms. Roberts’ talent as a top real estate agent and recognized she had the “it” factor to become an Alpha Agent, as such, he personally invited her to attend the Freedom Summit in Puerto Vallarta.

78. Based on her proven track record, Ms. Roberts believed she had what it took to become an Alpha agent and expressed interest in doing so, but due to the fact she and Chris Bear were recruiting in the same geographic region, she lacked the aid from an Alpha Agent necessary to become an Alpha herself.

79. After coming to the conclusion that her current Sponsor Agent, Chris Bear, had no interest in her becoming an Alpha Agent (Ms. Roberts would take away from his

1 own ability to get sufficient FLQAs/ “TIER ONE” agents needed to unlock his seven (7)
2 TIERS due to them competing in the same geographic region), Ms. Roberts reached out to
3
4 Chris Bear’s Sponsor, Alpha Agent Cliff Freeman, for assistance.

5 80. Cliff Freeman explained to Ms. Roberts that to become an Alpha Agent, she
6 would have to change her geographical territory (fish in a different pond), if she wanted to
7
8 become an Alpha Agent because Chris Bear was not willing to share Brevard County.

9 81. This advice frustrated Ms. Roberts in that she was getting more and more
10 pressure by DEFENDANT GOVE and DEFENDANT eXp REALTY to give up her sales
11
12 career in order to completely focus on recruiting other agents to join eXp REALTY.

13 82. At each eXp REALTY event Ms. Roberts attended, rather than educating
14 attendees on the real estate trade, DEFENDANT eXp REALTY focused mostly on Agent
15 Attraction and how to attract more agents to join eXp REALTY’s downline;
16
17 DEFENDANT GOVE espoused this as gospel.

18 83. DEFENDANT eXp REALTY, DEFENDANT SANFORD, and
19
20 DEFENDANT GOVE stressed at these conferences that the sole path to success at eXp
21
22 REALTY was not by selling real estate, but rather, by attracting more people to join eXp
23
24 REALTY. In essence, DEFENDANT GOVE, DEFENDANT SANFORD, and
25
26 DEFENDANT eXp REALTY’s focus was on recruitment and the money that could be
27
28 made by recruiting others, rather than by simply selling real estate.

84. Ms. Roberts felt stuck, and DEFENDANT GOLDEN and DEFENDANT
GOVE offered her a solution.

1 **DEFENDANT GOVE’S FREEDOM SUMMIT: PUERTO VALLARTA, MEXICO**
2 **February 4-10, 2020**

3
4 85. One of DEFENDANT GOVE’s signature recruiting events for eXp is the
5 Freedom Summit.

6 86. This event was held in Puerta Vallarta, Mexico, in February 2020.

7
8 87. The purpose of the event is threefold: to recruit new agents to eXp, to teach
9 existing agents how to be better recruiters, and to showcase successful Alpha Agents at
10 eXp in order to motivate other agents to recruit more; as such, DEFENDANT eXp
11 REALTY was the sponsor of the event and contributed a significant amount of money to
12 the conference.
13

14
15 88. In one of the recruiting videos designed to convince real estate agents to
16 attend this event, DEFENDANT GOVE told the audience that “Proximity is Power”.

17
18 89. DEFENDANT GOVE’s co-sponsor of the event, the number one top grossing
19 Alpha Agent at eXp, Rob Flick, explained that the main reason to go to this event is that
20 “you’re away from your work environment. People relax, they let go.” The goal of the
21 event is “getting to know other people on a personal level.”
22

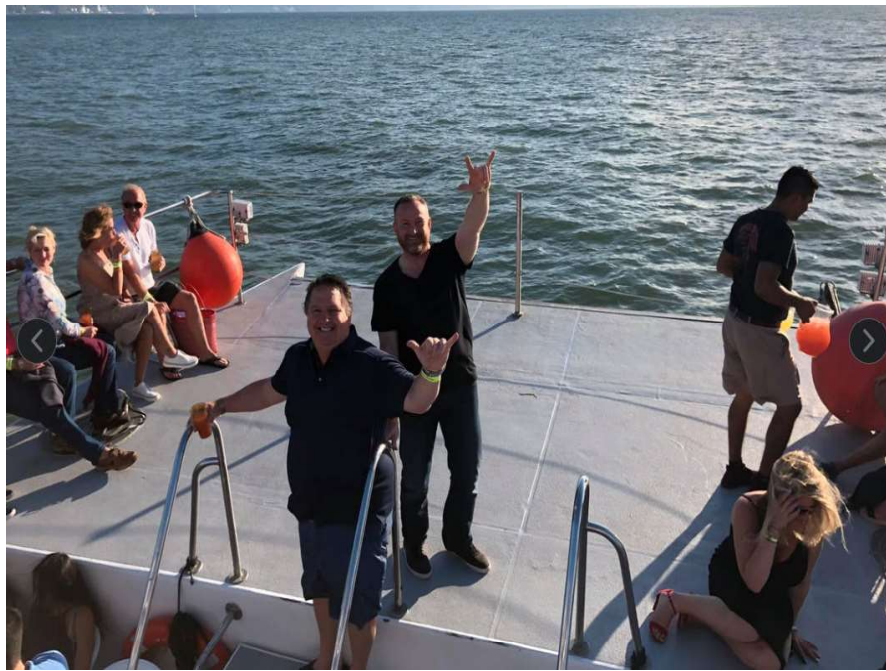
23 90. Flick further explained that those people attending the event would be given
24 aids for recruitment, including, but not limited to, recruitment “scripts and dialogues and
25 talking [points] and things to be able to utilize in different situations for whether it's
26 individual agents, Team agents, offices, whatever that we've used that have worked very
27 significantly for some of us that have done that quite a bit. That's that's [sic] a really big
28

1 deal.” “We are going to talk about building wealth”; at eXp this translates into building a
2 downline.

3
4 91. On February 4, 2020, after receiving multiple personal invitations and
5 personal text messages from DEFENDANT GOVE, Ms. Roberts and her business partner
6 flew to Puerto Vallarta, Mexico to attend DEFENDANT GOVE’s Freedom Summit.

7
8 92. Based on the numerous statements made by DEFENDANT GOVE, Ms.
9 Roberts understood it was very important that she attend the conference in order to meet,
10 and learn from, Alpha Agents at eXp REALTY, as well as to get resources for recruitment,
11 which, according to DEFENDANT GOVE, were essential to her success at eXp REALTY.
12

13 93. On February 8, 2020, Ms. Roberts attended one of DEFENDANT GOVE’s
14 FREEDOM SUMMIT signature events - a sunset cruise across Banderas Bay to Las
15 Caletas, a beach only accessible by boat. Included in this event was a lavish dinner, all you
16 can drink alcoholic beverages, and entertainment.
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Brent Gove on the Boat

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94. Nearly all of eXp REALTY’s top executives and top Alpha Agents, including DEFENDANT GOLDEN, his girlfriend DEFENDANT KEENAN, DEFENDANT BJORKMAN, and DEFENDANT GOVE were in attendance, which further validated the main reason Ms. Roberts decided to attend this special event -- she believed it was important for her career to “rub shoulders” as DEFENDANT GOVE often lauds, with the “Who’s Who” of eXp REALTY due to the fact she had witnessed a situation where a woman in her downline had rebuffed advances from an Alpha Agent and was ostracized.

95. After the private island event, DEFENDANT GOVE, along with his wife and children, returned to the hotel on the private chartered boat, as did DEFENDANT KEENAN, DEFENDANT GOLDEN, and Ms. Roberts, amongst others.

96. While on the way back to the hotel, DEFENDANT KEENAN, invited Ms. Roberts to come sit at the back of the boat so that Ms. Roberts could personally meet

1 DEFENDANT GOLDEN—an invitation Ms. Roberts was excited to get because she knew
2 that DEFENDANT GOLDEN was one of eXp REALTY’s top Alpha Agents.

3
4 97. In fact, earlier that day while on stage at the conference, DEFENDANT
5 GOVE, personally introduced DEFENDANT GOLDEN to the attendees, including Ms.
6 Roberts, describing DEFENDANT GOLDEN’S career as a “Cinderella Story”, much like
7 his own.
8

9 98. After being introduced and endorsed on stage by DEFENDANT GOVE,
10 DEFENDANT GOLDEN spoke for over twenty minutes about DEFENDANT
11 GOLDEN’S rags to riches success story with eXp REALTY.
12

13 99. Ms. Roberts believed DEFENDANT GOLDEN to be a safe person since
14 DEFENDANT eXp REALTY and DEFENDANT GOVE held DEFENDANT GOLDEN
15 out to be one of eXp REALTY’s leaders as evidenced by his speaking engagement at
16 DEFENDANT GOVE’S Freedom Summit.¹⁰
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25 ¹⁰ Comments, such as the following statement made by Alpha Agent Rick Geha, were often
26 used by male Alpha Agents to describe DEFENDANT GOLDEN at eXp events and
27 recruitment activities: “I think David Golden is a Rockstar, and he looks like a Rockstar,
28 always wearing sunglasses, and he’s in good shape, he has an attractive girlfriend, it’s
almost like he is a movie star, and I’m just so happy we are working together”. *Stacie
Koroly interview with Rick Geha, 2021.*



DEFENDANT GOVE greeting DEFENDANT GOLDEN on stage

100. When DEFENDANT KEENAN asked Ms. Roberts to come meet DEFENDANT GOLDEN on the boat, Ms. Roberts, due to DEFENDANT GOLDEN'S position within eXp Realty, was starstruck. In fact, DEFENDANT GOVE had been overheard on the boat saying that he vicariously lived through DEFENDANT GOLDEN.

101. While Ms. Roberts was talking to DEFENDANT GOLDEN on the boat, DEFENDANT KEENAN placed a pill into Ms. Roberts' mouth, telling her not to worry, it was just an Adderall, then further stated it simply would give her energy; soon thereafter, Ms. Roberts blacked out and does not have any personal recollection of what happened for the remainder of the evening.

102. Ms. Roberts later learned she was acting wildly inappropriate for being at a family-attended business event as she was publicly seen making out with DEFENDANT KEENAN in front of the Gove family; needless to say, she was mortified.

1 103. Ms. Roberts later also learned, that upon exiting the boat, she got separated
2 from her friends, and instead ended up with DEFENDANT GOLDEN and DEFENDANT
3 KEENAN. Ms. Roberts friends next saw her at the hotel bar after having been frantically
4 searching for her. At that time, Ms. Roberts had no independent recollection of that night.
5 Ms. Roberts now believes she was sexually assaulted by DEFENDANT GOLDEN,
6 DEFENDANT KEENAN, and others that evening.
7

9 104. The next morning, DEFENDANT KEENAN contacted Ms. Roberts to let her
10 know that she had her credit card and asked her to come later that day to her hotel room,
11 which she was sharing with DEFENDANT GOLDEN, to retrieve the card. Ms. Roberts
12 has no idea how DEFENDANT KEENAN got her credit card.
13

15 105. That same morning, DEFENDANT KEENAN told another attendee that she
16 had “pulled a girl for the first-time last night”; the girl that was drugged and “pulled” was
17 Ms. Roberts.
18

19 106. Not knowing at the time that she had been drugged the night before by
20 DEFENDANT KEENAN, Ms. Roberts went to DEFENDANT KEENAN AND
21 GOLDEN’s hotel room to retrieve her credit card later that day.
22

23 107. DEFENDANTS KEENAN AND GOLDEN were having a drink in their hotel
24 room when Ms. Roberts arrived, and they offered Ms. Roberts a drink.
25

26 108. Soon after having that drink, Mr. Roberts lost a significant portion of her
27 memory.
28

1 109. While much of that day and night is a blur, Ms. Roberts does recall a few
2 details. In particular, she recalls regaining her consciousness to find DEFENDANT
3 KEENAN’s fingers in her vagina and DEFENDANT GOLDEN standing over them
4 rubbing his erect penis over his pants. Ms. Roberts immediately jumped away—shocked
5 and upset.
6

7
8 110. Upon seeing Ms. Roberts’ reaction, DEENDANT GOLDEN sent
9 DEFENDANT KEENAN away and began to gaslight Ms. Roberts by acting as if they
10 were in the middle of a business meeting rather than her having been being assaulted.
11

12 111. Confused, scared, and shocked, Ms. Roberts followed DEFENDANT
13 GOLDEN’S lead and talked business with him.
14

15 112. At this time, DEFENDANT GOLDEN turned up the charm and began
16 promising her everything she ever wanted with respect to her career. Using the typical eXp
17 Agent Attraction techniques, he promised Ms. Roberts the moon and the stars, as well as
18 the pathway to generational wealth; DEFENDANT GOLDEN said he was going to make
19 Ms. Roberts the next big Alpha Agent at eXp Realty such that she no longer would have to
20 sell real estate.¹¹
21
22

23 113. Ms. Roberts recalls DEFENDANT GOLDEN telling her that the only way
24 she could obtain her goal of becoming an Alpha Agent would be for her to leave her eXp
25
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27
28 ¹¹ The whole point of recruitment and the Revenue Share Program was to enable real estate agents to gain regular monthly passive income such that they did not have to rely on income from selling real estate which can be sporadic.

1 Sponsor Agent, Chris Bear, and move to DEFENDANT GOLDEN’s own Revenue Share
2 Group.

3
4 114. DEFENDANT GOLDEN told Ms. Roberts that if she did exactly what he told
5 her to do, which included naming him as her Sponsor Agent, then he would make her an
6 Alpha Agent and catapult her career and help her build life changing financial success.¹²
7

8 115. Ms. Roberts, however, knew the rules and understood that she could not
9 change Sponsor Agents due to DEFENDANT eXp’s prohibition against switching
10 sponsors.
11

12 116. As soon as Ms. Roberts returned home from Mexico, DEFENDANT
13 GOLDEN began inundating her with text messages and calls to convince her to change her
14 eXp organization and join his Revenue Share Group, known as the Golden Team.
15

16 117. As part of this recruitment campaign to join The Golden Team,
17 DEFENDANT GOLDEN would at times profess his love to Ms. Roberts, and at other
18 times, would make promises that he would bring her great financial success so long as she
19 did EXACTLY what he told her to do.¹³
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27 ¹² Within the structure of eXp there are many “Revenue Share Groups”; Chris Bear leading
one and David Golden leading another.

28 ¹³ DEFENDANT GOVE often told agents that if they did exactly what he said, he would
help them build wealth.

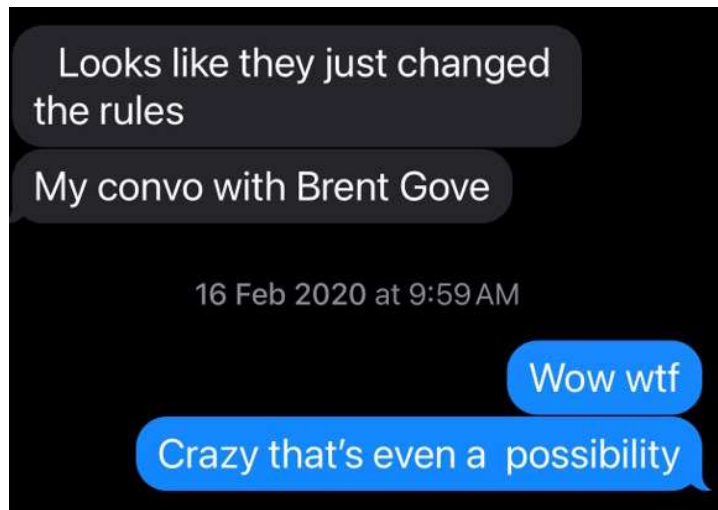
1 118. On February 11, 2020, a few days after DEFENDANT GOVE’S FREEDOM
2 SUMMIT, at DEFENDANT GOLDEN’s invitation, Ms. Roberts traveled to Las Vegas to
3 attend another recruiting event.
4

5 119. DEFENDANT GOLDEN had invited Ms. Roberts with the promises of
6 future success and other career enticements as part of his pressure campaign to come to Las
7 Vegas and get her to join The Golden Team Revenue Share Group.
8

9 120. Ms. Roberts was hesitant to change organizations because under
10 DEFENDANT eXp REALTY’s rules, if she did so, she would have to leave eXp REALTY
11 for six months.
12

13 121. Under eXp’s rules, Ms. Roberts would have had to get 100% approval from
14 her entire upline to move into DEFENDANT GOLDEN’s Revenue Share Group; her
15 upline included eXp Board Member, Gene Frederick. Thus, the knowledge of this sponsor
16 change would have necessarily been approved by the leadership team of eXp.
17
18

19 122. The following week, on February 16, 2020, Ms. Roberts received a text
20 message from DEFENDANT GOLDEN stating that he had spoken with DEFENDANT
21 GOVE, and based on their conversation, it “looks like they just changed the rules.”
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10 123. Ms. Roberts took this message to mean that the prohibition against Agent
11 Interference would be waived because DEFENDANT GOLDEN and DEFENDANT
12 GOVE, both Alpha Agents, wanted her on DEFENDANT GOLDEN's team.
13

14 124. DEFENDANT GOLDEN and DEFENDANT GOVE would benefit from this
15 move because they knew Ms. Roberts would provide significant financial benefit to them
16 (and also those above them) as they helped her untap her potential in signing FLQA
17 Agents, unlocking additional Tiers, and ultimately becoming, as they promised her, an
18 Alpha Agent. The fruition of those promises would equal substantial financial benefit that
19 she, they, and multiple other individuals, including Cliff Freeman knew that would never
20 be realized under Chris Bear. The benefit to DEFENDANTS eXp, SANFORD, and GOVE
21 who were in Chris Bear's upline, would be dramatically increased with the change of Ms.
22 Roberts' sponsor under the direction of DEFENDANT GOLDEN.
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1 125. DEFENDANT GOLDEN proceeded to “love bomb” Ms. Roberts in an effort
2 to get her to switch sponsors.¹⁴

3
4 126. During the time that DEFENDANT GOLDEN was love bombing Ms.
5 Roberts, DEFENDANT GOVE personally invited Ms. Roberts to attend the highly coveted
6 Grant Cardone 10X Growth Conference which was held in Las Vegas on February 21,
7 2020.¹⁵

8
9 127. Included with this personal invitation, was an invite to an exclusive private
10 four-person dinner with DEFENDANT GOVE and a VIP event ticket worth thousands of
11 dollars to the Cardone event.

12
13 128. This special treatment was not only the promise, but the execution of
14 DEFENDANT GOLDEN and DEFENDANT GOVE putting Ms. Roberts in the room with
15 the inner circle of Alpha Agents.

16
17 129. To further entice Ms. Roberts to become an Alpha Agent (which would
18 require her to join DEFENDANT GOLDEN’S organization), DEFENDANT GOVE
19 shared his monthly Revenue Share that he received from the eXp Revenue Share pyramid
20 at that time.
21
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25 ¹⁴ Love bombing is a form of psychological and emotional abuse that involves a person
26 going above and beyond for you in an effort to manipulate you into a relationship with
27 them. <https://health.clevelandclinic.org/love-bombing>. This term is characterized by
28 excessive attention, admiration, and affection where the end goal is to cause the recipient
to feel dependent and obligated to that person.

¹⁵ Grant Cardone is a famous motivational speaker.

1 130. DEFENDANT GOVE’s and DEFENDANT GOLDEN’s actions enticed Ms.
2 Roberts into wanting to switch her Revenue Share Group and name DEFENDANT
3 GOLDEN as her Sponsor Agent. Thus, the wheels were in motion to provide the financial
4 boon for DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp.
5

6 **Daytona Beach, Florida**
7 **March 2020**
8

9 131. In further attempt to entice Ms. Roberts to change her Sponsor Agent,
10 DEFENDANT GOLDEN invited Ms. Roberts and her business partner to attend an eXp
11 REALTY recruiting event at the Hard Rock Hotel in Daytona Beach, Florida in or around
12 March 12, 2020.¹⁶
13

14 132. Ms. Roberts understood that the purpose of the trip was for DEFENDANT
15 GOLDEN to teach her how to run her own eXp REALTY recruiting event by attending
16 one put on by another agent; when, in actuality, the purpose of the trip was to continue the
17 pressure campaign to get Ms. Roberts to name DEFENDANT GOLDEN as her Sponsor
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25 ¹⁶ Prior to attending the March 2020 recruiting event, DEFENDANT GOLDEN reached
26 out to a Florida based eXp Agent and asked her to get him cocaine so he wouldn’t have to
27 fly with it. Concerned by that request, the Florida Agent reached out to Defendant
28 Golden’s Sponsor Agent, Rosie Rodriguez, to report the incident, to which she responded,
“you have to take the good with the bad.”

1 Agent (a campaign which included love bombing Ms. Roberts and promising her great
2 success alongside him).¹⁷

3
4 133. Ms. Roberts thought the plan was for her to share a room with DEFENDANT
5 GOLDEN; however, on the first night of the event, DEFENDANT BJORKMAN showed
6 up at DEFENDANT GOLDEN'S room with his luggage in hand and told Ms. Roberts that
7 he would also be staying in their room. At first, Ms. Roberts thought DEFENDANT
8 BJORKMAN was joking; however, DEFENDANT BJORKMAN told Ms. Roberts that it
9 was not a joke as he always shared a room with DEFENDANT GOLDEN.
10
11

12 134. The next day, while at the hotel, DEFENDANT GOLDEN received a delivery
13 of GHB.
14

15 135. DEFENDANT GOLDEN told Ms. Roberts that the delivery was a workout
16 performance enhancing drug. DEFENDANT GOLDEN told her to look up the drug online
17 and see that it was used for workouts as it was routinely used by bodybuilders. He then
18 googled GHB to show Ms. Roberts that some people used GHB as an energy enhancer.
19 Not understanding the risk involved in taking the drug, and after being told that a small
20 amount would be just fine, Ms. Roberts took the dosage recommended by DEFEDANT
21 GOLDEN; Ms. Roberts did not understand that taking this drug would cause her not only
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25 _____
26 ¹⁷ Victims respond to sexual assault in a variety of ways, some do continue or begin a
27 relationship to help them cope with the lack of control they felt during the assault.
28 Elizabeth Jeglic, Ph.D., a psychology professor at New York's John Jay College,
[https://abcnews.go.com/US/sexual-assault-victims-continue-relationships-
assailants/story?id=68460398](https://abcnews.go.com/US/sexual-assault-victims-continue-relationships-assailants/story?id=68460398).

1 to lose her memory, but also to become incapacitated such that she would lose the ability to
2 consent as to what happened with her body.

3
4 136. As a result of taking the drug, Ms. Roberts blacked out and does not recall
5 much of the events from that night except for flashes of memories; however, Ms. Roberts
6 does recall that the next morning while she was showering, DEFENDANT BJORKMAN
7
8 walked into the bathroom naked, exposing himself to her.

9
10 137. When DEFENDANT BJORKMAN walked into the bathroom, Ms. Roberts
11 was utterly shocked and asked what he was doing to which he replied, “oh, now you are
12 shy?” implying that they had sexual contact the night before.

13
14 138. Ms. Roberts believes she was sexually assaulted by DEFENDANT GOLDEN
15 and DEFENDANT BJORKMAN the previous night while she was incapacitated.

16
17 139. Upon information and belief, DEFENDANT BJORKMAN and
18 DEFENDANT GOLDEN took pictures and/or videos of her that night.

19
20 140. Ms. Roberts’ business partner, who was also in attendance at this recruiting
21 event at the Hard Rock Hotel in Florida, made it very clear to DEFENDANT GOLDEN
22 that she and Ms. Roberts would not be changing their sponsor. Soon after this occurred,
23 DEFENDANT GOLDEN broke off his “relationship” with Ms. Roberts and began a smear
24 campaign to try and discredit Ms. Roberts within eXp REALTY.
25

26 141. Distraught, Ms. Roberts ended up moving to Costa Rica.

27
28 142. Several years later, after learning that other women had been drugged and
assaulted by DEFENDANT GOLDEN and DEFENDANT BJORKMAN, Ms. Roberts

1 began to piece together what had happened to her – including the drugging, the assault, the
2 fraudulent inducement, and promises of career advancement.

3
4 143. For years after the events described in this complaint, Ms. Roberts began
5 having flashes of memories involving DEFENDANT GOLDEN. One of those memories
6 was of an incident where she felt like she was overdosing, and she recalled in those drastic
7 moments him still making promises to her. Those promises ended nearly immediately
8 after that incident when her business partner confirmed to DEFENDANT GOLDEN that
9 she would not be switching sponsors.
10

11
12 **Los Cabos, Mexico**
13 **April 2021**

14 144. On or around April 25, 2021, after the DEFENDANT GOLDEN debacle, Ms.
15 Roberts and her business partner attended another eXp REALTY Recruiting event hosted
16 by DEFENDANT GOVE. This time the event was in Los Cabos, Mexico.
17

18 145. Ms. Roberts and her business partner were trying to recover from the previous
19 events that had occurred and save their career. At that time, they attended the afternoon
20 welcome reception by the pool. This event had an open bar and copious amounts of
21 alcohol. Many of the attendees were intoxicated.
22

23
24 146. While at this event, eXp Realty Alpha Agent, DEFENDANT SHERRARD
25 approached Ms. Roberts and introduced himself as the #1 agent at eXp REALTY. Trying
26 to impress her he showed her a picture of his Lamborghini.
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11 147. Unimpressed, Ms. Roberts rebuffed his advances and tried to continue her
12 conversation with other attendees attempting to network. Uninvited, DEFENDANT
13 SHERRARD sat next to her at a table by the pool where she was talking to other agents.
14

15 148. DEFENDANT SHERRARD then began repeatedly placing his hand on Ms.
16 Roberts' leg, attempting to move his hand up under her skirt.
17

18 149. Ms. Roberts repeatedly tried to stop DEFENDANT SHERRARD from
19 touching her; however, his pinky and ring finger grazed her vagina multiple times, making
20 her exceedingly uncomfortable as she was sitting with Alpha Agent Cliff Freeman's
21 daughter, amongst other women in her downline.
22

23 150. DEFENDANT SHERRARD ignored Ms. Roberts' attempts to get him to
24 remove his hands off her body; he simply ignored her rebuffs acting as if his behavior was
25 acceptable. He did this approximately 6-7 times.
26
27
28

1 151. Finally, Ms. Roberts jumped up from the table mid-conversation with other
2 agents and left the event.

3
4 152. These events which occurred over a whirlwind six-week high pressure
5 campaign caused Ms. Roberts extreme emotional distress such that she stopped selling real
6 estate and eventually moved out of the country to distance herself from eXp REALTY.

7
8 **ACTUAL NOTICE**

9 153. On September 15, 2020, an eXp Realty Agent, Christy Lundy, made a post on
10 Facebook warning others that she had been drugged while at a recruiting event in Las
11 Vegas. This post received hundreds of comments including several comments from people
12 coming forward with stories of their own accounts of being drugged.
13

14
15 154. On September 17, 2020, an eXp agent reported to DEFENDANT eXp that she
16 had been drugged and raped while attending a Brent Gove seminar. This agent identified
17 DEFENDANT BJORKMAN as the rapist, and also, implicated DEFENDANT GOLDEN.
18

19 155. On September 18, 2020, DEFENDANT eXp terminated DEFENDANT
20 BJORKMAN's Independent Contractor Agreement ("ICA") and removed his license from
21 eXp Realty. That same day, DEFENDANT GOVE knew DEFENDANT eXp took this
22 action and the reasons for it.
23

24
25 156. Upon information and belief, after discussing the matter with DEFENDANT
26 GOLDEN, DEFENDANT GOVE reached out to DEFENDANT BJORKMAN to offer his
27 full support and commitment to lobby DEFENDANT SANFORD on DEFENDANT
28

1 BJORKMAN's behalf to get DEFENDANT BJORKMAN reinstated at eXp and to make
2 sure that DEFENDANT BJORKMAN continued to receive his Revenue Share income.

3
4 157. On October 6, 2020, eXp agent Tami Sims reported to Cory Haggard, a
5 member of DEFENDANT eXp's executive leadership team, that in 2014 DEFENDANT
6 BJORKMAN had told her to stay away from DEFENDANT GOLDEN because he "will
7 drug you and rape you." DEFENDANT eXp REALTY and DEFENDANT SANFORD
8 ignored this and took no action to investigate DEFENDANT GOLDEN and continued to
9 pay DEFENDANT BJORKMAN.
10

11
12 158. On October 6, 2020, Sims further notified DEFENDANT eXp Realty that
13 DEFENDANT BJORKMAN showed her videos of DEFENDANT GOLDEN completely
14 naked performing sex acts with random women. DEFENDANT eXp REALTY and
15 DEFENDANT SANFORD took no action against DEFENANT GOLDEN and continued
16 to pay DEFENDANT BJORKMAN.
17

18
19 159. On October 6, 2020, Sims reported to DEFENDANT eXp REALTY that she
20 knew DEFENDANT BJORKMAN kept GHB in his five-hour energy drink bottles.
21 DEFENDANT eXp and DEFENDANT SANFORD took no action against DEFENDANT
22 GOLDEN and continued to pay DEFENDANT BJORKMAN.
23

24
25 160. On October 6, 2020, Sims reported to DEFENDANT eXp REALTY that in
26 February 2019 at a Club Wealth event in Hawaii where eXp agents recruited other agents
27 into eXp, a real estate agent was hospitalized with a dangerous Blood Alcohol amount after
28 having just one drink while being recruited by DEFENDANT BJORKMAN.

1 DEFENDANT BJORKMAN told Sims that the agent that was taken to the hospital was
2 wasted, “she wanted it,” and “she was so into me.” Sims also told DEFENDANT eXp
3 REALTY that DEFENDANT GOLDEN was not at this event because he had already been
4 banned from attending Club Wealth events. DEFENDANT eXp and DEFENDANT
5 SANFORD took no action against DEFENDANT GOLDEN and continued to pay
6 DEFENDANT BJORKMAN.
7
8

9 161. On October 6, 2020, Sims reported to DEFENDANT eXp REALTY that
10 DEFENDANT GOLDEN and DEFENDANT BJORKMAN would get agents drunk so that
11 they could get them to join eXp Realty naming either of them as their sponsor.
12 DEFENDANT eXp and DEFENDANT SANFORD took no action against DEFENDANT
13 GOLDEN and continued to pay DEFENDANT BJORKMAN.
14
15

16 162. Finally, Sims told DEFENDANT eXp that she did not want to be putting
17 money into either DEFENDANT BJORKMAN or DEFENDANT GOLDEN’s pockets and
18 did not want either of them to be in her upline. DEFENDANT eXp and DEFENDANT
19 SANFORD took no action against DEFENDANT GOLDEN and continued to pay
20 DEFENDANT BJORKMAN.
21
22

23 163. Also on October 6, 2020, DEFENDANT eXp REALTY received an eleven
24 (11) page detailed memorandum (the “Memo”) from one of its top agents (hereafter Agent
25 Doe) explaining that it is DEFENDANT GOLDEN and DEFENDANT BJORKMAN’S
26 “MO” to (1) travel together “as a pack”; (2) get agent recruits so intoxicated that they can
27 hardly function; (3) take advantage of them; (4) video them; and (5) follow up with
28

1 statements of “you’re a whore”, “you asked for it,” “you drink too much,” “you made a
2 mistake”, “you know I would never do something like that to you”, “you liked it” etc.
3

4 164. The Memo details how it was DEFENDANT BJORKMAN and
5 DEFENDANT GOLDEN’S practice to supply copious amounts of drugs and alcohol at
6 their Recruiting Events so that the attendees would do things “that are hard to take back
7 and embarrassing” and then use that information to coerce them to join DEFENDANT eXp
8 REALTY. DEFENDANT eXp REALTY and DEFENDANT SANFORD took no action
9 against DEFENDANT GOLDEN and continued to pay DEFENDANT BJORKMAN.
10
11

12 165. Agent Doe also informed DEFENDANT eXp REALTY in the same Memo,
13 that members of DEFENDANT BJORKMAN and DEFENDANT GOLDEN’S upline were
14 aware of DEFENDANT GOLDEN and DEFENDANT BJORKMAN’S behavior but did
15 nothing about it because they were the upline’s “meal ticket.” DEFENDANT eXp
16 REALTY took no action against DEFENDANT GOLDEN and continued to pay
17 DEFENDANT BJORKMAN.
18
19

20 166. The Memo also details the following incidents:
21

- 22 • In early April of 2019, at the invitation of Alpha Agent Jesse Zagorsky (an
23 eXp Agent in DEFENDANT BJORKMAN, DEFENDANT GOLDEN,
24 DEFENDANT GOVE and DEFENDANT SANFORD’S downline), invited
25 Agent Doe to a real estate Recruiting Event in La Jolla, California, where she
26 met for the first time, DEFENDANT BJORKMAN and DEFENDANT
27
28 GOLDEN.

- 1 • The Recruiting Event was held at a large beach house where many of the
2 attendees were staying. During this particular Recruiting Event, Agent Doe
3 heard attendees discussing that “hookers and blow” were being offered in one
4 of the rooms at the Recruiting Event.
5
- 6 • Also, during this event, DEFENDANT GOLDEN and DEFENDANT
7 BJORKMAN both offered Agent Doe, made for her, and tried to get her to
8 drink a mixed drink, which she declined as she does not like to drink alcohol
9 at events unless her husband is also present.
10
- 11 • Agent Doe recalled DEFENDANT BJORKMAN making lewd and unwanted
12 sexual comments to her all evening.
13
- 14 • The following week in April of 2019, Agent Doe attended a real estate event
15 hosted by The Closing Table in Beverly Hills, California, where eXp agents
16 recruited other agents to join eXp. DEFENDANT BJORKMAN and
17 DEFENDANT GOLDEN were also in attendance.
18
- 19 • When DEFENDANT BJORKMAN learned that Agent Doe’s husband would
20 be attending as well, DEFENDANT BJORKMAN got very upset and tried to
21 get Agent Doe to go to his room before her husband arrived. She declined the
22 invitation.
23
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- 1 • After that event, DEFENDANT BJORKMAN and DEFENDANT GOLDEN
2 convinced Agent Doe to download Marco Polo, a messaging app they used to
3 recruit agents.
4
- 5 • In mid-June of 2019, Agent Doe and her husband attended a real estate event
6 hosted by Lab Coat Agents. DEFENDANT BJORKMAN and DEFENDANT
7 GOLDEN were in attendance and invited her and her husband to their private
8 suite in Coronado to recruit Agent Doe to join DEFENDANT eXp REALTY.
9
- 10 • While at this meeting, DEFENDANT BJORKMAN and DEFENDANT
11 GOLDEN offered Agent Doe and her husband a mixed drink. Agent Doe
12 remembers having a few sips but then her memory goes blank. Agent Doe was
13 later told by people in attendance that she and her husband were acting
14 “wasted” and left the suite early in the afternoon. The next thing Agent Doe
15 and her husband recall is waking up the next morning in their hotel room
16 feeling incredibly ill, ashamed, and mortified that she had allowed herself to
17 get so “drunk”.
18
- 19 • The day after she had been drugged (which she did realize until she read
20 Christy Lundy’s September 15, 2020 Facebook post describing a similar
21 situation), Agent Doe recalls several people making fun of her for being so
22 intoxicated. Agent Doe later learned that DEFENDANT BJORKMAN had
23 texted others making fun of Agent Doe for getting so wasted in his suite.
24
25
26
27
28

- 1 • In August of 2019, still not realizing she and her husband had been drugged
2 by DEFENDANT BJORKMAN and DEFENDANT GOLDEN, Agent Doe
3 decided to join eXp and name DEFENDANT BJORKMAN as her sponsor.
- 4 • Soon thereafter, Agent Doe traveled to Las Vegas to attend an eXp Recruiting
5 Event hosted by DEFENDANT BRENT GOVE at the Red Rock Resort.
- 6 • At this Recruiting Event, DEFENDANT GOLDEN was supposed to be one of
7 DEFENDANT GOVE's speakers, but DEFENDANT GOLDEN was unable
8 to take the stage because he was too high and too drunk to make it on stage.
- 9 • At that same recruiting event hosted by DEFENDANT GOVE, one of
10 DEFENDANT GOVE's downline agents overdosed on cocaine and GHB in
11 DEFENDANT GOLDEN's suite.
- 12 • Rosie Rodriguez, DEFENDANT GOLDEN'S Sponsor Agent and
13 DEFENDANT GOVE's downline agent, knew of the drugging and overdose
14 but discouraged the attendees from seeking medical help.
- 15 • Also at this recruiting event, male attendees in their 40s and 50s were having
16 sex with very young women. Agent Doe told DEFENDANT eXp REALTY
17 that some of these sexual encounters were not consensual.
- 18 • DEFENDANT eXp and DEFENDANT SANFORD took no action against
19 DEFENDANT GOVE or DEFENDANT GOLDEN and continued to pay
20 DEFENDANT BJORKMAN.
- 21
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- 1 • In November of 2019, Agent Doe saw DEFENDANT BJORKMAN at
2 another Closing Table event, this time in Napa, California. At that event
3 DEFENDANT BJORKMAN was intoxicated and grabbed Agent Doe and
4 tried to kiss her.
5
- 6 • In December of 2019, Agent Doe was invited by DEFENDANT
7 BJORKMAN, DEFENDANT GOLDEN and Rosie Rodriguez to meet with
8 DEFENDANT eXp Board Member, Gene Frederick in Puerto Rico. Agent
9 Doe, Rosie Rodriguez, DEFENDANT GOLDEN, and DEFENDANT
10 BJORKMAN were staying at an AIRBNB together. Agent Doe had agreed to
11 go because Rosie Rodriguez, another female, would be in attendance. On her
12 way there, Agent Doe learned that Rosie Rodriguez would not be attending
13 because she was not feeling well.
14
- 15 • While at the Airbnb in Puerto Rico, DEFENDANT GOLDEN and
16 DEFENDANT BJORKMAN made sexual comments, ridiculed Agent Doe
17 about her religious beliefs, and left a 5-hour energy bottle on her nightstand
18 next to her bed. Agent Doe felt so uncomfortable that she locked herself in her
19 room and talked to her husband all night long. The next day she asked eXp
20 Board Member and top Alpha Agent Gene Frederick to take her to the airport
21 a day early. Agent Doe then spent the night in the airport in order to avoid
22 being in the Airbnb with DEFENDANT BJORKMAN AND DEFENDANT
23
24
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1 GOLDEN because she was so scared of their sexual advances, comments, and
2 behavior.

- 3
4 • In early March of 2020, an eXp agent from Florida complained to Agent Doe
5 that DEFENDANT GOLDEN tried to get her and one of her teammates to
6 “score” cocaine for the Flagler recruiting event (detailed above in Footnote
7 25). Agent Doe immediately reported this to DEFENDANT GOLDEN’S
8 Sponsor Agent, Rosie Rodriguez, and her response was that this was fine and
9 that “boys will be boys.” Not getting any help, Agent Doe went to Rosie
10 Rodriguez’s Sponsor Agent, Rick Geha. Geha didn’t want to discuss the
11 matter with her but instead offered to “coach” her on team growth. Still not
12 getting any assistance, Agent Doe went to Rick Geha’s Sponsor Agent,
13 DEFENDANT GOVE. DEFENDANT GOVE refused to help as he was “late
14 for a tee time.”
15
16
17
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19 167. The Memo further details events that happened in Las Vegas and are at issue
20 in the related action Acevedo v. eXp Realty, et al. Once, again, DEFENDANT eXp and
21 DEFENDANT SANFORD took no action against DEFENDANT GOLDEN and continued
22 to pay DEFENDANT BJORKMAN.
23

24 168. One week after DEFENDANT eXp received a copy of the Memo, the detailed
25 complaint from Sims, and the detailed complaint from the agent that was raped in Las
26 Vegas, as well as the notorious Facebook post, rather than taking any action against
27 DEFENDANT BJORKMAN and DEFENDANT GOLDEN, DEFENDANT SANFORD
28

1 and DEFENDANT GOVE offered DEFENDANT BJORKMAN their encouragement and
2 support, all while ignoring the pleas from those assaulted who were asking DEFENDANT
3 eXp, DEFENDANT SANFORD, and DEFENDANT GOVE for help.
4

5 169. At that same time, DEFENDANT GOVE began to campaign actively to
6 DEFENDANT SANFORD and DEFENDANT eXp on DEFENDANT BJORKMAN'S
7 behalf to change DEFENDANT eXp's policies on vesting so that DEFENDANT
8 BJORKMAN would be allowed to vest, lock in his Front Line Qualifying Agents
9 ("FLQA"), and continue to receive his Revenue Share Income before the designated three
10 year vesting mark.
11
12

13 170. Also, around the same time, DEFENDANT eXp organized a call with its
14 Alpha and Beta Agents to discuss the DEFENDANT BJORKMAN situation. On that call,
15 several agents were heard joking about the rape allegations and made comments like "what
16 happens in Vegas, stays in Vegas."
17
18

19 171. Ultimately, DEFENDANT SANFORD and DEFENDANT eXp, at the
20 incessant encouragement from DEFENDANT GOVE, took no action against
21 DEFENDANT GOLDEN and allowed DEFENDANT BJORKMAN to keep his Revenue
22 Share Income despite the multiple complaints of drugging and raping and despite the fact
23 that eXp had "terminated" DEFENDANT BJORKMAN'S ICA and had his licensed
24 removed from eXp Realty just a few weeks prior.
25
26

27 172. In fact, after DEFENDANT eXp and DEFENDANT SANFORD knew about
28 all of these allegations against DEFENDANT GOLDEN and DEFENDANT

1 BJORKMAN’s arrest for sexual assault, DEFENDANT eXp and DEFENDANT
2 BJORKMAN executed a contract to allow DEFENDANT BJORKMAN to vest early so
3 that DEFENDANT SANFORD and DEFENDANT eXp could pay DEFENDANT
4 BJORKMAN Revenue Share indefinitely (the “Accelerated Compensation Agreement”).
5

6 173. The Accelerated Compensation Agreement states:
7

8 As of the Effective Date, eXp will accelerate the vesting of
9 Agent’s Revenue Share, as defined in the ICA, as if Agent had
10 been independent sales agent with eXp for three (3) years as
11 the ICA Termination Date. Agent must qualify in the
12 jurisdiction he is domiciled in order to receive Revenue Share
13 and maintain an active real estate license in good standing to
14 continue to receive Revenue Share payments. For so long as
15 agent does not affiliate with a competitor of eXp, agent will be
16 eligible to earn eXpansion and eXponential shares. If Agent
17 affiliates with a competitor of eXp, Agent loses his ability to
18 earn the exponential share portion of his revenue share. In
19 addition, if any of the following are true, eXp will cease to pay
20 agent either the eXpanison share, eXponential share, or both:
21 1) Agent is convicted of a crime; 2) If Agent commits or
22 attempts to commit or admits to committing actors of moral
23 turpitude that are inconsistent with eXp’s core values; or 3)
24 Agent has engaged in legal action against eXp or acted in a
25 manner that facilitates legal action against eXp.
26
27
28

174. DEFENDANT eXp and DEFENDANT SANFORD subsequently began
22 paying the accelerated payments to DEFENDANT BJORKMAN. The first payment was
23 made on April 21, 2021, and the last payment was made on March 23, 2023. In total, upon
24

1 information and belief, DEFENDANT eXp had paid DEFENDANT BJORKMAN over
2 \$1,000,000 as part of this agreement.¹⁸
3

4 175. In April 2024, DEFENDANT BJORKMAN filed his own lawsuit against
5 DEFENDANT eXp and DEFENDANT SANFORD for breach of contract based on their
6 failure to continue to pay DEFENDANT BJORKMAN under the terms of their executed
7 Accelerated Compensation Agreement on the grounds that DEFENDANT eXp knew about
8 the allegations against DEFENDANT BJORKMAN before it entered into the Accelerated
9 Compensation Agreement, and therefore, had no right to stop paying him based on the
10 morality clause cited above once it became public that eXp was paying DEFENDANT
11 BJORKMAN. See *Michael Bjorkman v. eXp Realty, LLC and Glenn Sanford*, Superior
12 Court of the State of Washington, Case No. 24-2-01833-32.
13
14
15

16 176. In March 2022, Fabiola Acevedo (a Plaintiff in the Acevedo matter) went to
17 eXpCon where she personally told DEFENDANT SANFORD and Jason Gesing that she
18 was drugged and assaulted by DEFENDANT BJORKMAN and that her entire upline was
19 aware of his behavior and were silent.
20

21 177. DEFENDANT eXp REALTY sent Ms. Acevedo's request for a sponsor
22 change to DEFENDANT eXp's compliance committee but declined her request because
23 too much time had passed between the time she was assaulted and making her request.
24
25
26
27

28 ¹⁸ March 23, 2023 coincides with the filing of the lawsuit against DEFENDANT
SANFORD. See *Acevedo v. eXp Realty*.

1 178. In April 2022, Felicia Gentry, an eXp agent, eXp’s Director and Leader of
2 Diversity and Inclusion for eXp, and eXp Board Member addressed eXp’s Board of
3
4 Directors to discuss the multiple complaints brought by eXp agents, all independently
5 reporting that they had been drugged and assaulted by DEFENDANT BJORKMAN and
6 DEFENDANT GOLDEN.

7
8 179. In her address to the Board of Directors, Ms. Gentry complained that
9 DEFENDANT eXp REALTY only conducted an internal investigation that lacked
10 independence.

11
12 180. Ms. Gentry sought the advice of outside counsel from a law firm in Dallas,
13 Texas asking what to do when DEFENDANT eXp REALTY did not take any action. This
14 law firm suggested they do an outside investigation; however, Ms. Gentry was told by
15 DEFENDANT eXp that it was not necessary and that DEFENDANT eXp REALTY would
16 be handling the investigation internally. Ms. Gentry was one of the first Board Members
17
18 ever not to be asked back to the Board for a second term.

19
20 181. Ms. Gentry also complained to the Board of Directors about its inconsistent
21 decisions to let some victims be allowed to switch sponsors but others, like Ms. Acevedo,
22 not be allowed the same courtesy.

23
24 182. Ms. Gentry proposed the following seven-point plan of action to the Board
25 after learning about the assaults:

- 26
27 1. Launch an independent investigation;
28 2. Change the sponsorship for victims;

- 1 3. Create an internal and external statement supporting a zero-tolerance
- 2 policy for sexual harassment and sexual assault;
- 3
- 4 4. Create an independent whistleblower hotline process for staff and agents to
- 5 confidentially report complaints;
- 6
- 7 5. Change the Revenue Share policy that would prohibit terminated agents
- 8 from continuing to financially benefit from the Revenue Share plan;
- 9
- 10 6. Encourage inclusion; and
- 11
- 12 7. Proactively support women in the company.

13 183. DEFENDANT eXp REALTY ignored Ms. Gentry's recommendations;

14 however, years later, after the Acevedo lawsuit was filed, DEFENDANT SANFORD

15 announced his own seven Point Plan to address sexual harassment and sexual assault at

16 eXp. It was the exact plan Ms. Gentry had proposed two years earlier.

17 184. On March 20, 2023, DEFENDANT SANFORD addressed the allegations set

18 forth in Acevedo v. eXp Realty and made the following public statement which was posted

19 to YouTube:

20

21

22 This is a kind of a tough week, obviously, you know, many of

23 you have seen some of the news that's been out, some of you

24 likely read the lawsuit that was filed against two agents, [Mike

25 Bjorkman and David Golden] one [Bjorkman] who we released

26 a few years ago when this came to light as a potential challenge.

27 And, then we actually *suspended* another agent [Golden]

28 yesterday [March 19, 2023], based on you know, I actually read

through, and I know, many of the leadership team, and many

others read through the civil complaint. ***And there were things***

1 *that I was not aware of being alleged,*¹⁹ and, and things that
2 that were there, that the obvious first step as an organization is
3 to distance ourselves from that, pending the outcome of internal
4 investigation, also attending the outcome of the civil suit.

4 *****

5 We took action a few years ago, immediately released
6 [DEFENDANT BJORKMAN] when this was coming to a head,
7 and as we were getting internal facts, we've got, you know, we
8 have internal compliance committee that had reviewed the
9 information back then, and the decision was made at that point,
10 that, that we needed to release [DEFENDANT BJORKMAN]
11 and [DEFENDANT BJORKMAN] needed to deal with the
12 issue that they were having to deal with, because of actions or
13 alleged actions that they had, had taken and or participated in.

12 *****

13 We do not take sexual assault, or even the potential of sexual
14 assault, we take that very seriously.... And as, as the largest
15 real estate brokerage, we also need to put in new processes and
16 paths for how to address these types of, of issues. So, you
17 know, *a lot of this has been in the last 48 hours, because the
18 press release....*

17 *****

18 But we are going to be making a lot more overt in fact, later on
19 today in Workplace we're going to be sharing some additional
20 resources, phone numbers, whistleblower hotlines, and then
21 also we are also setting up a task force made up exclusively of
22 women to actually help design processes for us so that we can
23 really address the needs that are unique in what is perceived and
24 probably likely is a fairly male dominated industry.

24 And, you know, how do we level the playing field so that
25 you've got the resources and the access and the abilities to have
26 things address changed, etc. that need to, so that you can feel
27 like you can be in places where maybe you don't feel as safe as
28 you should?

28 ¹⁹ There were no new allegations set forth in the *Acevedo* Complaint that was not already known to DEFENDANT SANFORD and DEFENDANT eXp.

1 *****

2
3 We do need to continually go back and fix the things that we
4 should have fixed in the past. And, and fix them as we continue
5 to scale and grow.

6 *****

7 For anybody who was a victim, we want to make sure that
8 you're in, you have some way to address inside of EXP, so that
9 you can get some resolution of some sort without resulting, you
10 know, having to go to the legal system.

11 **CONSTRUCTIVE KNOWLEDGE/ SHOULD HAVE KNOWN/**
12 **WILLFUL BLINDNESS**

13 185. DEFENDANT GOLDEN AND DEFENDANT BJORKMAN had a
14 widespread reputation, even prior to joining eXp, of drugging and assaulting women.
15 DEFENDANT GOVE, SANFORD, GOLDEN, AND BJORKMAN had worked for
16 Remax and/or Keller Williams for years prior to eXp's existence. It was a small
17 community in which DEFENDANT GOLDEN and DEFENDANT BJORKMAN'S
18 REPUTATION proceeded them.
19

20
21 186. Many Alpha Agents and employees, including DEFENDANT GOVE, were
22 present at events where women were drugged and assaulted.
23

24 187. Upon information and believe, prior to the implementation of DEFENDANT
25 eXp's seven-point plan, DEFENDANT eXp had no known sexual assault
26 reporting/complaint handling policies for its agents or event attendees.
27
28

1 188. Upon information and belief, DEFENDANT eXp had a history of permissible
2 behaviors for employees/agents/presidents who sexually assaulted/harassed woman.

3
4 189. Upon information and belief, NDA's were used to silence survivors of
5 sexually assault and employees who attempted to investigate/speak out were fired.

6
7 190. Upon information and belief, there was no training for eXp employees/agents
8 for complaint handling of sexual assault/harassment incidents. A lot of events where
9 employees of eXp in the presence of drug use.

10
11 191. At the time of the alleged incidents as described in this complaint,
12 DEFENDANT eXp had no policy against the use of drugs and alcohol during recruitment
13 events both sponsored and non-sponsored by eXp. As of the date of this complaint that
14 policy has changed.

15
16 192. In 2020, DEFENDANT eXp REALTY had no process or policy for its agents
17 to report sexual harassment or sexual assault.

18
19 193. Despite not having any process or policy in place to handle agent complaints,
20 multiple eXp agents complained to DEFENDANT eXp about DEFENDANT GOLDEN
21 and DEFENDANT BJORKMAN drugging and raping agents, yet DEFENDANT eXp took
22 no meaningful action against DEFENDANT GOLDEN and insufficient action against
23 DEFENDANT BJORKMAN.

24
25
26 194. All DEFENDANTS' actions toward complainants of sexual assault have
27 demonstrated a conscious disregard for the safety of all women agents in the presence of
28

1 DEFENDANT GOLDEN and DEFENDANT BJORKMAN and individuals capable of
2 similar behavior that likewise is and has been regularly ignored by the Company.

3
4 **BENEFIT TO DEFENDANTS eXp, SANFORD, and GOVE**

5 195. DEFENDANT eXp, SANFORD, and GOVE stood to benefit financially if
6 Ms. Roberts moved into DEFENDANT GOLDEN's Revenue Share Group.

7
8 196. DEFENDANT GOLDEN was very clear that he would only help Ms. Roberts
9 become an Alpha Agent if she named him as her Sponsor Agent.

10
11 197. DEFENDANT GOLDEN and DEFENDANT GOVE both believed that Ms.
12 Roberts would be DEFENDANT eXp's next Alpha Agent, as was evidenced by all the
13 time, money, and effort that was expended to get her to switch sponsors.

14
15 198. By adding another Alpha Agent to their ranks, DEFENDANT GOVE,
16 DEFENDANT SANFORD, and DEFENDANT eXp would financially benefit as it is the
17 Alpha Agents who disproportionately generate income into DEFENDANT eXp's Revenue
18 Share Plan, of which DEFENDANT GOVE and DEFENDANT SANFORD are two of the
19 primary beneficiaries.
20

21
22 199. DEFENDANT GOVE, acting in concert with DEFENDANT GOLDEN,
23 attempted to entice Ms. Roberts to join DEFENDANT GOLDEN'S Revenue Share Group.

24
25 200. Although Ms. Roberts was already in DEFENDANT GOVE's downline via
26 Chris Bear, DEFENDANT GOVE knew that under Chris Bear (who wanted all the
27 FLQA's in his region for himself), Ms. Roberts did not stand a chance at becoming an
28 Alpha Agent despite having the "it" factor, but with DEFENDANT GOLDEN'S and

1 DEFENDANT GOVE’s support, Ms. Roberts would become one of the next Alpha
2 Agents; an act from which they, as well as DEFENDANTs eXp and SANFORD would
3 receive a direct financial benefit.
4

5 201. Thus, DEFENDANT GOVE, along with DEFENDANT GOLDEN, began a
6 high-pressure campaign to get Ms. Roberts to join DEFENDANT GOLDEN’s Revenue
7 Share Group where she would be taught to become an Alpha Agent.
8

9 202. The benefit of such a move, would also provide a financial benefit to
10 DEFENDANT SANFORD as he is Agent #1 in DEFENDANT eXp’s Revenue Share
11 pyramid.
12

13 203. As a result of the enticement by DEFENDANT GOVE, and promises made by
14 DEFENDANT GOLDEN of career advancement, monetary success, and “love-bombing”,
15 Ms. Roberts had the intention of naming DEFENDANT GOLDEN as her Sponsor Agent.
16 It was because of the concern for Ms. Roberts by her business partner that this pursuit was
17 ultimately halted.
18
19

20 **AGENCY and CONTROL**
21

22 204. DEFENDANT GOLDEN AND DEFENDANT BJORKMAN were agents of
23 DEFENDANTS GOVE, eXp, and SANFORD in their efforts to recruit more real estate
24 agents into eXp’s Revenue Share Plan.
25

26 205. As agents participating in DEFENDANT eXp REALTY’s Revenue Share
27 Plan, DEFENDANT GOLDEN and DEFENDANT BJORKMAN were required to follow
28

1 certain policies and procedures pursuant to, among other things, the Independent
2 Contractor Agreement (“ICA”).

3
4 206. Per the ICA, DEFENDANT GOLDEN and DEFENDANT BJORKMAN
5 were required to use the eXp brand in their marketing and recruiting
6 efforts/emails/communications/branding.

7
8 207. Per the ICA, all DEFENDANTS were required to be active members of the
9 National Association of Realtors (“NAR”).

10
11 208. Per the ICA, DEFENDANT eXp REALTY has the right to prevent
12 DEFENDANT GOLDEN and DEFENDANT BJORKMAN from manipulating the
13 Revenue Share Plan by adding agents to their downline for the purpose of artificially
14 qualifying that eXp Agent as an FLQA.

15
16 209. With respect to the REVENUE SHARE PLAN, DEFENDANT GOLDEN
17 and DEFENDANT BJORKMAN were required to follow The Revenue Share Plan
18 guidelines that are attached to the ICA.

19
20 210. DEFENDANT GOLDEN and DEFENDANT BJORKMAN in their
21 employment were required to follow a set of policies in their retention of prospective
22 agents and their ultimate retention. These included, but were not limited to, the
23 requirement of a potential new agent to sign an “ICA” with their name listed as the
24 Sponsor; the inability for sponsor change without 100 percent agreement of all agents in an
25 upline; and the requirement for each agent to pay a one-time fee of \$1,000 to facilitate a
26 change of sponsorship; the payment of monthly fees which included: Sign-up Fees,
27
28

1 Technology Fee, eXp University Tuition, Broker Review Fee, Risk Management Fee,
2 Transaction Fee, Revenue Share Participation Fee.

3
4 211. DEFENDANT GOLDEN and DEFENDANT BJORKMAN, like other eXp
5 agents, were automatically enrolled in the eXp Revenue Share Plan, Per Addendum B in
6 the eXp Revenue Share Plan.

7
8 212. DEFENDANT GOLDEN and DEFENDANT BJORKMAN, like other agents,
9 were required to sign the Agent Equity Program Participation Election Form allowing eXp
10 World Holdings, Inc. to issue shares at their discretion of the restricted common stock to
11 the Company's agents and brokers.

12
13 213. DEFENDANT eXp could terminate DEFENDANT GOLDEN and
14 DEFENDANT BJORKMAN at will per their ICA.

15
16 214. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were required to
17 be licensed Real Estate Agents, but no special skill was required in the recruitment aspect
18 of the multi-level-marketing aspect.

19
20 215. The services rendered by DEFENDANT GOLDEN and DEFENDANT
21 BJORKMAN as "Alpha agents" was integral to the eXp business model as discussed
22 supra. Without this role, DEFENDANT eXp, and its multi-level marketing model fails.

23
24
25 **VICARIOUS LIABILITY**

26
27 216. Through the acts and omissions described throughout this First Amended
28 Complaint, the eXp Defendants exercised or retained the right to exercise systematic and

1 day-to-day control over the means and methods used by DEFENDANT GOLDEN and
2 DEFENDANT BJORKMAN when enticing agents to switch their Sponsor agent.

3
4 217. The eXp Defendants are vicariously liable for the TVPRA violations of
5 DEFENDANT BJORKMAN and DEFENDANT GOLDEN.

6
7 218. DEFENDANT GOVE, DEFENDANT SANFORD, and DEFENDANT eXp
8 REALTY, instructed, required, and enabled DEFENDANT BJORKMAN and
9 DEFENDANT GOLDEN on the means and methods on how to entice agents and how to
10 join DEFENDANT eXp REALTY's pyramid, and more specifically, how to join their
11 personal downline within the pyramid.
12

13 219. DEFENDANT GOVE, DEFENDANT SANFORD, and DEFENDANT eXp
14 REALTY provided DEFENDANT BJORKMAN and DEFENDANT GOLDEN with
15 scripts, tools, and training on how to recruit agents into DEFENDANT eXp's Revenue
16 Share pyramid.
17

18
19 220. DEFENDANT eXp requires all of its agents, including DEFENDANT
20 BJORKMAN and DEFENDANT GOLDEN to follow the eXp AGENT ATTRACTION
21 Best Practices Guide, the eXp Agent Attraction Success Strategy, and eXp REALTY's
22 Policies and Procedures; DEFENDANT eXp controls all of its agents with respect to
23 recruitment.
24

25
26 221. DEFENDANT eXp required that DEFENDANT BJORKMAN and
27 DEFENDANT GOLDEN use its branding and logos, provided them with databases, access
28

1 to its computer systems, company websites, forms, and documents; all of which they were
2 required to use.

3
4 222. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were agents of
5 DEFENDANT eXp REALTY.

6
7 223. Likewise, DEFENDANT BJORKMAN and DEFENDANT GOLDEN relied
8 on DEFENDANT GOVE, DEFENDANT SANFORD, and DEFENDANT eXp
9 REALTY's methods and instructions when actively recruiting agents for eXp REALTY.

10
11 224. DEFENDANT GOVE, DEFENDANT SANFORD and DEFENDANT eXp
12 REALTY taught DEFENDANT BJORKMAN and DEFENDANT GOLDEN that the key
13 to "Agent Attraction", i.e., recruitment into the eXp REALTY pyramid, is to project an
14 image of success – both personally and professionally.

15
16 225. DEFENDANT eXp REALTY went to great lengths to showcase the success
17 and wealth of its top influencers in order to convince others to join the pyramid and to
18 attain the same level of prosperity. This tactic often included top agents sharing pictures of
19 their yachts, airplanes, vacation properties, and how much money they were making
20 monthly due to their participation in the pyramid.

21
22 226. DEFENDANT GOVE personally trained DEFENDANT GOLDEN and
23 DEFENDANT BJORKMAN on how to attract agents to eXp REALTY; in fact,
24 DEFENDANT GOLDEN stated in a video with DEFENDANT GOVE, that he called on
25 DEFENDANT GOVE and other top eXp agent Influencers, "a million times" to get
26 training help.
27
28

1 227. This training included inviting agents to events held at beautiful, exotic
2 locations, which successful real estate agents attended to “rub shoulders” with the big
3 Influencers or Agent Attractors, essentially the “Who’s Who” in real estate and with whom
4 they were encouraged to develop relationships, as well as to be trained and to learn how to
5 hone well-oiled recruitment techniques utilized by higher ups at eXp REALTY.
6

7
8 228. Using what they learned from DEFENDANT GOVE, DEFENDANT
9 SANFORD, and DEFENDANT eXp REALTY, DEFENDANTS BJORKMAN and
10 GOLDEN also went to great lengths to showcase themselves as successful businessmen
11 and leaders in the real estate industry by speaking at eXp REALTY events and hosting eXp
12 REALTY recruitment events.
13

14
15 229. DEFENDANT GOVE was keenly aware of the methods DEFENDANTS
16 BJORKMAN and GOLDEN used at their recruitment events.
17

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

THE VENTURE

23

24 231. DEFENDANT eXp REALTY, created by DEFENDANT GLENN
25 SANFORD, has two businesses. One business is the traditional real estate business of
26 buying and selling homes. The other business is a multi-level-marketing pyramid scheme
27 which rewards the participants for recruitment of new agents, not for selling real estate.
28

1 232. The venture at issue centers around the recruitment of agents into
2 DEFENDANT eXp REALTY’s Revenue Share Program (also referred to as the “multi-
3 level marketing” or “pyramid scheme”).²⁰
4

5 233. For this pyramid scheme to work, continuous recruitment of new agents is
6 essential, without which it will collapse. To fund this pyramid scheme, each recruited agent
7 must pay a monthly fee of \$85.00, which amounts to \$1,020.00 a year.
8

9 234. As of November 2023, DEFENDANT eXp REALTY currently has more than
10 89,000 agents worldwide, nearly a quarter of those agents participate in the Revenue Share
11 plan.
12

13 235. DEFENDANT GOVE is a central figure in the pyramid scheme by virtue of
14 his personal downline of agents that make up nearly 80% of the agents in the Revenue
15 Share plan.
16

17 236. DEFENDANT GOLDEN and DEFENDANT BJORKMAN are two of
18 DEFENDANT GOVE’S top recruiters in his downline and represent a significant portion
19 of DEFENDANT GOVE’S Revenue Share income.
20

21 237. Because DEFENDANT GOLDEN and DEFENDANT BJORKMAN were
22 two of DEFENDANT GOVE, DEFENDANT SANFORD, and DEFENDANT eXp
23 REALTY’s top recruiters, they financially benefitted from the recruitment activities of
24 DEFENDANT GOLDEN and DEFENDANT BJORKMAN.
25
26
27
28

²⁰ <https://www.sec.gov/oiea/investor-alerts-bulletins/investor-alerts-ia-pyramid>

Count I
Violation of 18 U.S.C. § 1591
Against DEFENDANT GOLDEN

1
2
3
4 238. PLAINTIFF realleges paragraphs 1 to 237 as if fully set forth herein.

5 239. On two occasions in February, 2020, DEFENDANT GOLDEN and
6 DEFENDANT GOVE enticed Ms. Roberts to travel to Las Vegas, Nevada from Florida for
7
8 the purpose of attending an eXp recruiting event.

9 240. While in Las Vegas, DEFENDANT GOLDEN made promises to Ms. Roberts
10 that he would help her with her career, provide her with financial security, and take care of
11 her financially.
12

13 241. DEFENDANT GOLDEN used those promises to engage Ms. Roberts into
14 committing sexual acts with him.
15

16 242. As part of his recruiting efforts, DEFENDANT GOLDEN continued to try to
17 recruit Ms. Roberts into his downline so that he could receive a financial benefit from her
18 commissions and her downline's commissions in the revenue share pyramid.
19

20 243. At this time when DEFENDANT GOLDEN had approximately 800 agents in
21 his downline, Ms. Roberts was still an emerging influencer. Ms. Roberts hoped to increase
22 her agent count in order to reach the highest Influencer status at eXp REALTY, similar to
23 DEFENDANT GOLDEN's status.
24

25 244. On or around February 24, 2020, DEFENDANT GOLDEN traveled in
26 interstate commerce to Florida for the stated purpose of assisting an eXp REALTY Agent
27 host an eXp recruiting event.
28

1 245. DEFENDANT GOLDEN invited Ms. Roberts to attend the event which was
2 held at the Hard Rock Hotel in Daytona, Florida.

3
4 246. DEFENDANT GOLDEN continued to pressure Ms. Roberts to select him as
5 her sponsoring agent so that he would receive a financial benefit from her agent count,
6 commissions, and her downline's commissions in the Revenue Share pyramid.

7
8 247. DEFENDANT GOLDEN planned prior to the event to have GHB delivered to
9 the Hard Rock Hotel.

10
11 248. During this event, DEFENDANT GOLDEN used fraud to get Ms. Roberts to
12 take a substance that rendered her incapacitated for the purpose of engaging her in a sex act
13 with him.

14
15 249. DEFENDANT GOLDEN committed a sexual act with Ms. Roberts without
16 her knowledge or consent due to her being incapacitated.

17
18 250. Upon information and belief, DEFENDANT GOLDEN surreptitiously took
19 highly valuable videos and pictures of Ms. Roberts while she was drugged without her
20 consent.

21
22 **Count II**
23 **Violation of 18 U.S.C. § 1591**
24 **Against DEFENDANT BJORKMAN**

25 251. PLAINTIFF realleges paragraphs 1 to 250 as if fully set forth herein.

26 252. On or around February 24, 2020, DEFENDANT BJORKMAN traveled in
27 interstate commerce to Florida for the stated purpose of assisting an eXp REALTY Agent
28 host an eXp recruiting event.

1 253. DEFENDANT BJORKMAN knew that DEFENDANT GOLDEN invited Ms.
2 Roberts to attend the event which was held at the Hard Rock Hotel in Daytona, Florida.

3
4 254. DEFENDANT BJORKMAN also knew that DEFENDANT GOLDEN
5 arranged to have a delivery of GHB made to their hotel for the purpose of drugging Ms.
6 Roberts so that they could both engage her in sex acts.

7
8 255. It was the practice of DEFENDANT GOLDEN that once he was able to
9 convince an agent to select him as his sponsor, he would then convince the agent to instead
10 name DEFENDANT BJORKMAN as the agent's sponsor. By doing so, both
11 DEFENDANT GOLDEN and BJORKMAN would financially benefit; DEFENDANT
12 GOLDEN would financially benefit because he made more money from agents that are
13 two instead of one tier beneath him; DEFENDANT BJORKMAN would financially
14 benefit because he would gain another agent in his downline.

15
16 256. Though ultimately unsuccessful in getting Ms. Roberts to change her sponsor,
17 both DEFENDANT BJORKMAN and DEFENDANT GOLDEN fraudulently caused Ms.
18 Roberts to engage in sexual contact for the purpose of using that relationship to get Ms.
19 Roberts to change her sponsor which would financially benefit both DEFENDANT
20 BJORKMAN and DEFENDANT GOLDEN.

21
22
23
24
25 **Count III**
26 **Participating in a Venture in Violation of 18 U.S.C. § 1595 Against**
27 **DEFENDANTS EXP REALTY, SANFORD, AND GOVE**

28 257. PLAINTIFF realleges paragraphs 1 to 256 as if fully set forth herein.

1 258. DEFENDANT GOLDEN and DEFENDANT BJORKMAN are two of
2 DEFENDANT eXp REALTY's top recruiters, whereby DEFENDANT eXp REALTY,
3 DEFENDANT SANFORD, AND DEFENDANT GOVE share in the common purpose of
4 allowing DEFEDANT BJORKMAN and DEFENDANT GOLDEN to recruit by any
5 means necessary to secure and to maintain agents, and thus receive, a direct financial
6 benefit from DEFENDANT BJORKMAN and DEFENDANT GOLDEN's recruitment of
7 new agents into all of their common downline.
8
9

10 259. DEFENDANT eXp REALTY, DEFENDANT SANFORD, and
11 DEFENDANT GOVE participated in a Venture with DEFENDANT GOLDEN and
12 DEFENDANT BJORKMAN by promoting DEFENDANT BJORKMAN and
13 DEFENDANT GOLDEN's recruitment efforts, which included luring agents to attend
14 recruitment events with promises of career advancement.
15
16

17 260. DEFENDANT eXp REALTY, DEFENDANT SANFORD, AND
18 DEFENDANT GOVE received monetary gain from DEFENDANT BJORKMAN and
19 DEFENDANT GOLDEN's recruitment activities.
20
21

22 261. DEFENDANT eXp REALTY, DEFENDANT SANFORD, AND
23 DEFENDANT GOVE had the potential to benefit in a significant financial way from
24 DEFENDANT GOLDEN'S attempt to have Ms. Roberts make him her sponsor.
25

26 262. DEFENDANT eXp REALTY, DEFENDANT SANFORD, AND
27 DEFENDANT GOVE knew or should have known that DEFENDANT GOLDEN and
28 DEFENDANT BJORKMAN used drugs to sexually assault eXp REALTY real estate

1 agents and prospective eXp REALTY real estate agents at eXp REALTY Recruitment
2 Events.

3
4 263. After having actual knowledge of DEFENDANT BJORKMAN and
5 DEFENDANT GOLDEN's illegal conduct, DEFENDANT eXp REALTY, DEFENDANT
6 SANFORD, AND DEFENDANT GOVE continued to endorse, to support and to promote
7 DEFENDANT GOLDEN's and DEFENDANT BJORKMAN's recruiting efforts as a
8 means to continue receiving a financial benefit from DEFENDANT BJORKMAN and
9 DEFENDANT GOLDEN's activities.
10

11
12 **Count IV**
13 **Sexual Battery**
14 **Against DEFENDANT BJORKMAN, DEFENDANT GOLDEN, DEFENDANT**
15 **KEENAN; and DEFENDANT SHERRARD**

16 264. PLAINTIFF realleges paragraphs 1 to 263 as if fully set forth herein.

17 265. Through their conduct, DEFENDANT BJORKMAN, DEFENDANT
18 GOLDEN, DEFENDANT KEENAN, and DEFENDANT SHERRARD placed Ms.
19 Roberts in a state of perpetual fear of imminent, unwanted, physical, and sexual contact.
20

21 266. Through conduct including, but not limited to, the conduct describing the
22 sexual assault of Ms. Roberts, DEFENDANT BJORKMAN, DEFENDANT GOLDEN,
23 DEFENDANT KEENAN, and DEFENDANT SHERRARD intentionally and unlawfully
24 touched Ms. Roberts without her consent.
25
26
27
28

1 267. This unwanted and unlawful, sexual physical touching caused Ms. Roberts to
2 suffer great anxiety about the possibility of further unwanted sexual touching and sexual
3 assault.
4

5 268. Ms. Roberts did not consent to any of the above-described contact.

6 269. As a result of DEFENDANT BJORKMAN, DEFENDANT GOLDEN,
7 DEFENDANT KEENAN, and DEFENDANT SHERRARD’S conduct, Ms. Roberts
8 suffered legally compensable harm, including pain and suffering, loss of enjoyment of life,
9 mental anguish, injury to reputation, humiliation, emotional distress damages, and costs of
10 medical treatment necessary to address the psychological damages caused by
11 DEFENDANT BJORKMAN, DEFENDANT GOLDEN, DEFENDANT KEENAN, and
12 DEFENDANT SHERRARD’S conduct.
13
14
15

16 **Count V**
17 **Civil Battery**
18 **Against DEFENDANT BJORKMAN, DEFENDANT GOLDEN, AND**
19 **DEFENDANT KEENAN**

20 270. Ms. Roberts realleges paragraphs 1 to 269 as if fully set forth herein.

21 271. Through their conduct, DEFENDANT BJORKMAN, DEFENDANT
22 GOLDEN, and DEFENDANT KEENAN intentionally drugged Ms. Roberts without her
23 knowledge or consent with the intent to harm/touch and did harm/touch Ms. Roberts.
24

25 272. By intentionally drugging Ms. Roberts, DEFENDANT BJORKMAN,
26 DEFENDANT GOLDEN, and DEFENDANT KEENAN, caused Ms. Roberts to
27 unknowingly ingest a drug that would render her unable to provide consent to be touched.
28

1 273. DEFENDANT BJORKMAN, DEFENDANT GOLDEN, and DEFENDANT
2 KEENAN all caused Ms. Roberts to suffer harm and offense through the unwanted
3 touching. DEFENDANT BJORKMAN, DEFENDANT GOLDEN, DEFENDANT
4 KEENAN'S actions in causing Ms. Roberts to consume a drug without her knowledge or
5 consent in order to be touched, would be offensive to a reasonable person.
6

7
8 274. As a direct and proximate result of DEFENDANT BJORKMAN,
9 DEFENDANT GOLDEN, and DEFENDANT KEENAN's actions, Ms. Roberts has
10 suffered losses including, but not limited to, past and future medical expenses, loss of
11 income, pain and suffering, mental anguish, embarrassment, humiliation, and emotional
12 distress.
13

14
15 275. In causing Ms. Roberts to consume a drug without her knowledge or consent,
16 DEFENDANT BJORKMAN, DEFENDANT GOLDEN, and DEFENDANT KEENAN
17 acted intentionally, for an evil motive, and with reckless indifference Ms. Robert's right to
18 be free from harmful or offensive contact. Accordingly, Ms. Roberts is entitled to punitive
19 damages in addition to economic and noneconomic relief.
20

21
22 **Count VI**
23 **Intentional Infliction of Emotional Distress**
24 **Against DEFENDANT BJORKMAN, DEFENDANT GOLDEN, and DEFENDANT**
25 **KEENAN**

26 276. Ms. Roberts realleges paragraphs 1 to 275 as if fully set forth herein.

27 277. DEFENDANT BJORKMAN, DEFENDANT GOLDEN, and DEFENDANT
28 KEENAN's conduct toward Ms. Roberts was extreme and outrageous.

1 278. DEFENDANT BJORKMAN, DEFENDANT GOLDEN, and DEFENDANT
2 KEENAN intentionally caused Ms. Roberts’ emotional distress by subjecting her to
3
4 forceful sexual touching and assault, and other actions taken with reckless disregard of
5 PLAINTIFF’s emotional well-being.

6 279. As a result of DEFENDANT BJORKMAN, DEFENDANT GOLDEN, and
7
8 DEFENDANT KEENAN’s conduct, Ms. Roberts suffered legally compensable emotional
9
10 distress, and is entitled to reimbursement for all costs associated with the treatment of the
11
12 severe emotional distress inflicted by DEFENDANT BJORKMAN, DEFENDANT
13 GOLDEN, and DEFENDANT KEENAN.

14 280. DEFENDANT BJORKMAN, DEFENDANT GOLDEN, and DEFENDANT
15
16 KEENAN’s conduct was a substantial factor in causing Ms. Roberts’s severe emotional
17
18 distress.

19 **Count VII**
20 **Negligent Hiring, Retention, and Supervision**
21 **Against DEFENDANT eXp REALTY and DEFENDANT SANFORD**

22 281. Plaintiff realleges paragraphs 1 to 280 as if set forth fully herein.

23 282. DEFENDANT eXp REALTY and DEFENDANT SANFORD retained
24
25 DEFENDANT GOLDEN and DEFENDANT BJORKMAN.

26 283. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were under the
27
28 control of DEFENDANT eXp REALTY.

a. Per the Independent Contractor Agreement (“ICA”) DEFENDANT GOLDEN
and DEFENDANT BJORKMAN were only allowed to work as “Real Estate

1 Salesperson” or other such equivalent title as the state recognizes (i.e., broker,
2 qualifying broker, principal broker, licensee, etc.) exclusively for the
3 Company”. (emphasis added).

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

1 limited to the requirement of a potential new agent to sign an “ICA” with their
2 name listed as the Sponsor; the inability for sponsor change without 100
3 percent agreement of all agents in an upline and the requirement for each
4 agent to pay an on-time fee of \$1,000 to facilitate a change of sponsorship;
5 Monthly fees which included: sign-up Fees, Technology Fee, eXp University
6 Tuition, Broker Review Fee, Risk Management Fee, Transaction Fee,
7 Revenue Share Participation Fee.

8 f. DEFENDANT GOLDEN and DEFENDANT BJORKMAN, like other agents
9 were automatically enrolled in the eXp Revenue Share Plan, Per Addendum B
10 in the eXp Revenue Share Plan.

11 g. DEFENDANT GOLDEN and DEFENDANT BJORKMAN, like other agents
12 were required to sign the Agent Equity Program Participation Election Form
13 allowing eXp World Holdings, Inc. to issue shares at their discretion of the
14 restricted common stock to the Company’s agents and brokers.

15 h. DEFENDANT GOLDEN and DEFENDANT BJORKMAN (include section
16 on insurance requirements)

17 284. DEFENDANT GOLDEN and DEFENDANT BJORKMAN had the
18 opportunity for profit and loss depending on their managerial skill.
19

20 i. DEFENDANT GOLDEN and DEFENDANT BJORKMAN increased profit
21 based on their role as “Apex Agents”

22 j. Being an “Apex Agent” means being successful in recruiting new agents that
23 they enticed based on their flashy recruiting efforts.

24 285. eXp could terminate DEFENDANT GOLDEN and DEFENDANT
25 BJORKMAN at will per their ICA.
26

27 k. The “ICA” indicates that there was the potential for “significant financial loss.

28 l. “Significant financial loss” is defined to include but not be limited to pending

1 transactions, revenue share and stock awards.”

2 286. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were required to
3 be licensed Real Estate Agents, but no special skill was required in the recruitment aspect
4 of the multi-level-marketing aspect.
5

6 287. The services rendered by DEFENDANT GOLDEN and DEFENDANT
7 BJORKMAN as “Alpha agents” was integral to the eXp business model as discussed
8 supra. Without this role, eXp, and its multi-level marketing model fails.
9

10 288. DEFENDANT GOLDEN and DEFENDANT BJORKMAN were unfit to
11 perform the work for which they were retained.
12

13 289. DEFENDANT eXp REALTY and DEFENDANT SANFORD knew or should
14 have known that DEFENDANT GOLDEN and DEFENDANT BJORKMAN were and/or
15 became unfit and that this unfitness created a particular risk to others. These
16 DEFENDANTS knew of each other well before their employment of DEFENDANT eXp
17 REALTY, as such they knew of should have known about DEFENDANT BJORKMAN
18 and DEFENDANT GOLDEN’s behavior prior to hiring. (DEFENDANT SANFORD,
19 DEFENDANT GOVE and DEFENDANT GOLDEN all knew each other from Keller
20 Williams and DEFENDANT GOLDEN knew DEFENDANT BJORKMAN from the Real
21 Estate Owned market).
22
23
24

25 290. DEFENDANT GOLDEN and DEFENDANT BJORKMAN’s unfitness
26 harmed Ms. Roberts; and
27
28

1 291. DEFENDANT eXp REALTY and DEFENDANT SANFORD’s negligence in
2 hiring/supervising/and retaining DEFENDANT GOLDEN and DEFENDANT
3 BJORKMAN was a substantial factor in causing Ms. Roberts’ harm.
4

5
6 **COUNT VIII**
7 **TORTIOUS INTERFERENCE**
8 **Against Defendant Gove**

9 292. Plaintiff realleges paragraphs 1 to 291 as if set forth fully herein.

10 293. On January 6, 2021, Eugene Crocket signed an ICA to join eXp Realty and
11 named Ms. Roberts as his Sponsor Agent.
12

13 294. DEFENDANT GOVE knew of the contract.

14 295. Euguene Crocket is Ms. Roberts most prolific recruiter and is the primary
15 source of her Revenue Share Income.
16

17 296. Upon information and belief, in an attempt to harm Ms. Roberts,
18 DEFENDANT GOVE began sending communications to Mr. Crocket that implied Ms.
19 Roberts is a liar.
20

21 297. DEFENDANT GOVE conduct made the performance of the contract more
22 difficult.
23

24 298. DEFENDANT GOVE intended or knew that the performance of this contact
25 would be more difficult due to his actions.
26

27 299. As a result, Ms. Roberts was emotionally harmed as was her relationship with
28 Mr. Crocket.

1 300. DEFENDANT GOVE’s conduct was a substantial factor in causing Ms.
2 Roberts’ harm.

3
4 **REQUEST FOR RELIEF**

5
6 WHEREFORE, PLAINTIFF prays for the following relief against Defendants:

- 7 1. For past, present, and future general damages in an amount to be determined
8 at trial;
9
10 2. For past, present, and future special damages, including but not limited to
11 past, present and future lost earnings, economic damages, and others in an amount to be
12 determined at trial;
13
14 3. For interest as allowed by law;
15
16 4. For civil penalties as provided by law;
17
18 5. For any applicable costs of said suit;
19
20 6. For any appropriate punitive or exemplary damages; and
21
22 7. For such other and further relief as the Court may deem proper. The amount
23 of damages sought in this Complaint exceeds the jurisdictional limits of this Court.

24 **DEMAND FOR JURY TRIAL**

25 Pursuant to Rule 38 of the *Federal Rules of Civil Procedure*, PLAINTIFF demands a
26 trial by a jury on all of the triable issues of this Complaint.

27 Dated: June 13, 2024
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Respectfully submitted,

by: **LENZE LAWYERS, PLC**

/s/ Jennifer A. Lenze
Jennifer A. Lenze, Esq.

COHEN HIRSCH, LP
Brooke F. Cohen, Esq.
Andrea S. Hirsch, Esq.

Attorneys for PLAINTIFF