

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

JANE DOE, as guardian, on behalf of JOHN
DOE No. 1, a minor, and JOHN DOE No. 2,

Plaintiffs,

v.

PETER J. NYGARD, NYGARD INC.,
NYGARD INTERNATIONAL
PARTNERSHIP, and NYGARD HOLDINGS
LIMITED,
Defendants.

Case No.

JURY TRIAL DEMANDED

COMPLAINT

John Doe No. 1 and John Doe No. 2 are the biological sons (“Nygard’s Sons”) of Peter Nygard, and they bring this action to shine the light of truth on their father’s sexual abuse. Each of the sons has experienced, first-hand, the destruction caused by Peter Nygard’s sex trafficking venture and, through their truth, stand for accountability and justice.

In addition to sex trafficking his own sons, Peter Nygard lied about the sexual abuse and attempted to intimidate his sons into remaining quiet. But plaintiffs in this case refuse to be silenced and, following investigation in the last several months, Nygard’s Sons have come to realize the lies and corruption of Peter Nygard, including sex trafficking, intimidation, and destruction of countless innocent victims.

Nygard’s Sons bring this case to shed the light of truth for their own justice and to help provide a voice for other innocent victims of violence and sexual abuse by their father. They stand now for their own truth and justice, guided by the ethos that silence cannot be countenanced; silence is complicity; now is the time to speak – to speak the truth for all victims. This case and

the other cases brought against Peter Nygard are not some grand conspiracy orchestrated by a hedge fund rival, but rather, these cases speak the truth about Peter Nygard's sex trafficking that has devastated so many lives, that has ripped away dignity and instilled shame. Bringing forth this truth is the path to justice, accountability, and healing. That is the reason for bringing this case.

John Doe No. 1 and John Doe No. 2, the biological sons of Peter Nygard, were both statutorily raped by the same "girlfriend" of Peter Nygard, at the direct instruction of Peter Nygard, approximately 14 years apart. This is a civil action for damages under the United States Federal sex trafficking statute, 18 U.S.C. §§ 1591, *et seq.*, on behalf of John Doe No. 1, a minor, brought by his guardian, Jane Doe, as well as John Doe No. 2, another son of Nygard. Defendants Nygard Inc. and Nygard International Partnership ("Nygard International"), which have global headquarters near Times Square in New York City, and Nygard Holdings Limited ("Nygard Holdings") (collectively, the "Nygard Companies") were instrumental in knowingly aiding, abetting, facilitating, conspiring, and participating in Defendants' trafficking of John Doe No. 1 and John Doe No. 2, while knowing that both were younger than eighteen years old, to engage in a commercial sex act in violation of the Trafficking Victims Protection Reauthorization Act ("TVPRA"). Nygard owned, directly or indirectly, all of these companies, controlled them, commingled funds, disregarded all corporate formalities, and used them to commit his unlawful acts.

INTRODUCTION

1. The Nygard Companies, through Nygard and a close ring of upper-level executives and employees, know that Nygard is a sexual predator and/or sex trafficker.

2. The Nygard Companies have knowingly conspired with Nygard to enable, act as a front, and conceal Nygard's criminal activity.

3. In turn, the Nygard Companies, through their executives and employees, have participated in and covered-up his crimes for decades so that they can continue to benefit financially and professionally from Nygard's name, brand, and money.¹

4. Despite knowledge of Nygard's illegal sexual activity, including with minors, the Nygard Companies, in 2018, arranged and paid for John Doe No. 1—Nygard's biological son who was just fourteen-years-old at the time—to be transported from California to Nygard's residence, a property owned and/or paid for by the Nygard Companies, in Winnipeg, Canada where Nygard had pre-planned and instructed that his long-time "girlfriend," a known sex worker (hereinafter "Jane Roe") would rape Nygard's 14-year old son, John Doe No. 1.

5. Nygard engineered the rape, instructing Jane Roe to "make a man" out of his 14-year old son. After the rape, Jane Roe told Nygard that she had, indeed, followed his instructions to rape John Doe No. 1.

6. But this wasn't the first time Nygard had orchestrated the rape of one of his sons. In 2004, Nygard choreographed a similar scenario—instructing the same Jane Roe to rape John Doe No. 2, Nygard's son who was then only fifteen years old.

¹ See *Jane Does Nos. 1-57 v. Nygard, et al.*, No. 20-cv-01288 (ER), Doc. Nos. 1, 30, 51 (S.D.N.Y. Feb. 13, 2020).

Nygaard Controls His Companies and Has Dozens of Facilitators in his Sex Trafficking Venture.

7. Nygaard is, in his own words, a world-renowned fashion designer. By others, Nygaard “has been accused of abusive labor practices, tax evasion, sexual harassment and rape.”²

8. Nygaard is the founder, chairman, figurehead, chief executive, and icon of the Nygaard Companies.³

9. Nygaard is the Nygaard Companies; the Nygaard Companies are Nygaard.

10. Indeed, Nygaard proclaims in public filings that he and his businesses are “closely associated in the public eye.”⁴

11. The Nygaard Companies’ promotional materials and advertisements also make the companies synonymous with “one man,” Nygaard, who is featured individually on almost all promotional materials and advertisements.⁵

12. Nygaard and his businesses are “closely identified in the public mind, similar to other fashion houses.”⁶

13. Directly or indirectly, Nygaard owned 100% of the Nygaard Companies at the time of the acts detailed in this Complaint.

14. Nygaard entirely controls each of the Nygaard Companies. He calls all the shots and is accountable to no one. His Board consists of himself and two division presidents.⁷

² <https://www.forbes.com/forbes/2010/1206/features-peter-nygaard-sexual-harassment-answers-to-no-one.html#236f0e30bc9b>.

³ Unless otherwise specified, all of the allegations in Plaintiffs’ First Amended Complaint pertain to the time period in which the acts detailed in the Complaint occurred.

⁴ Complaint at ¶ 31, *Nygaard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D.N.Y. Jan. 5, 2017), at ¶¶ 1, 31.

⁵ See, e.g., video at <https://corporate.nygaard.com/>.

⁶ See Complaint at ¶ 31, *Nygaard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017).

⁷ <https://www.forbes.com/forbes/2010/1206/features-peter-nygaard-sexual-harassment-answers-to-no-one.html#236f0e30bc9b>

15. Although Nygard has publicly stepped down from the Nygard Companies, he has not divested his ownership interest in the Nygard Companies, and he continues to run and direct the Nygard Companies from behind the scenes. A Canadian judge, in connection with the Nygard Companies' bankruptcy proceedings, has recently found that "[t]here is no evidence that Mr. Nygard has indeed resigned, and 100 percent of the shares of the Nygard Group" are still owned by him. Another source has confirmed that he is still running the Nygard Companies from his Winnipeg home.

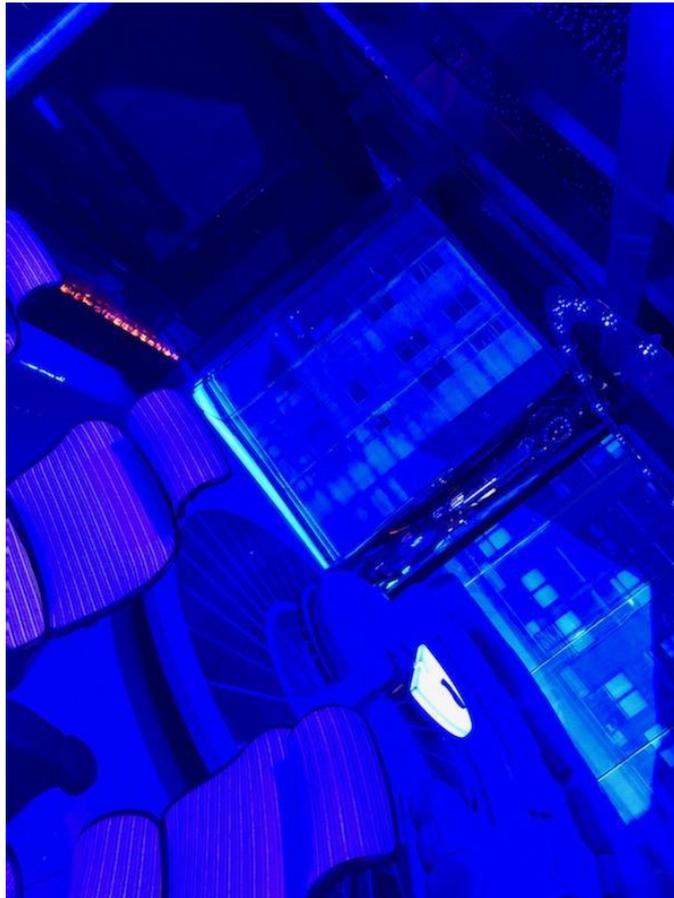
16. At Nygard's direction, the Nygard Companies commingle funds and do not observe corporate formalities.

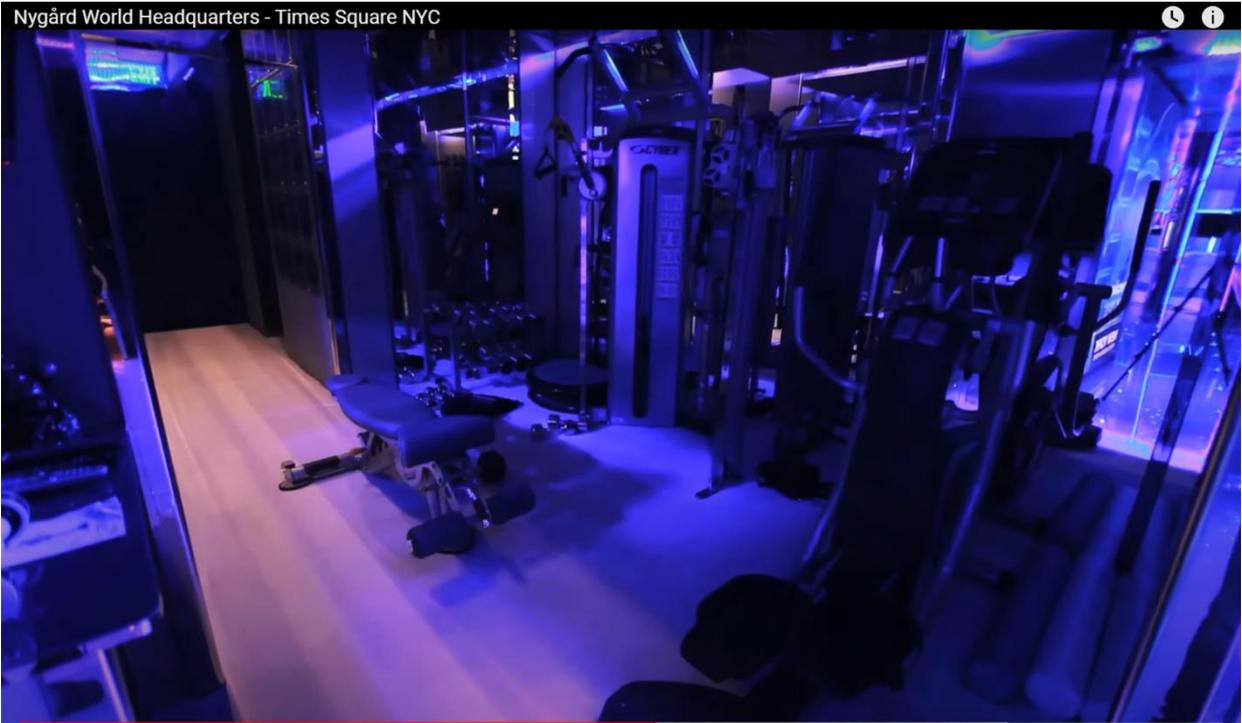
17. Nygard Inc. and Nygard International have their global headquarters near Times Square in New York City.

18. Nygard and his companies have repeatedly invoked the jurisdiction of the United States courts by filing lawsuits in multiple United States courts, including this District.⁸

19. Nygard has a residence in New York City, which is above his flagship store near Times Square. Witnesses with first-hand knowledge have spent the night multiple times in Nygard's residence on the 6th floor of the Times Square building. Pictured below is Nygard's residence with multiple bedrooms, kitchen, etc.

⁸ See, e.g., *Nygaard, et al. v. Bacon*, No. 1:19-cv-01559-LGS-KNF (S.D.N.Y. Feb. 19, 2019); *Nygaard, et al. v. Dipaolo, et al.*, No. 17-cv-60027, 2017 WL 4303825 (S.D. Fla. Jan. 5, 2017); *Nygaard International Partnership v. Feralio*, No. B266683, 2017 WL 4784925 (Cal. Ct. App. Oct. 24, 2017); *Nygaard v. Jasper*, No. 8:15-cv-1939-T-33EAJ, 2016 WL 9526666 (M.D. Fla. Jan. 4, 2016); *Nygaard, Inc. v. Uusi-Kerttula*, 159 Cal.App.4th 1027 (Cal. Ct. App. 2008); *Nygaard, Inc. v. Kustannusosakeyhtio Iltalehti*, No. B192639, 2007 WL 1775963 (Cal. Ct. App. June 21, 2007).







20. Nygard owns the companies, Nygard NY Retail, LLC, Nygard Partners, LLC, and Orion Asset Management, Inc., each of which is a New York corporation.

21. The Nygard Companies have actual knowledge of Nygard's sex trafficking of John Doe No. 1 and John Doe No. 2 through Nygard, as he was, during the relevant time periods herein, the founder, chairman, and 100% owner of the Nygard Companies.

22. Further, the Nygard Companies knowingly conspired, aided and abetted, facilitated, and/or participated in Nygard's illegal sex trafficking of John Doe No. 1 and John Doe No. 2 by providing company money and resources in at least the following ways:

- a. Nygard used the Nygard Companies' money and resources to transport John Doe No. 1 from California to his residence in Winnipeg, Canada with the pre-planned intention of Jane Roe raping John Doe No. 1.
- b. Nygard used the Nygard Companies' money and resources to transport John Doe No. 2 from California to Nygard's residence in the Bahamas with the pre-planned intention of Jane Roe raping John Doe No. 2.

- c. The Nygard Companies owned and paid for Nygard's residences in Winnipeg, Canada and the Bahamas where John Doe No. 1 and John Doe No. 2 were statutorily raped at Nygard's instruction.
- d. The Nygard Companies provided money and resources to Jane Roe, a full-time sex worker, which enabled her to engage in unlawful commercial sex acts with John Doe No. 1 and John Doe No. 2. Jane Roe would have been punished, including loss of pay and benefits, had she not followed Nygard's instructions to rape his sons.
- e. Travel arrangements for John Doe No. 1 and John Doe No. 2 were made and paid for through Nygard's corporate travel department, which is headquartered in the United States.
- f. Nygard and the Nygard Companies have made a concentrated and deliberate effort to protect and conceal Nygard's criminal activities, including his sex trafficking of John Doe No. 1 and John Doe No. 2, including instructing witnesses to lie about the incidents in question.
- g. Nygard and the Nygard Companies, with knowledge of his criminal activity, also force employees to sign mandatory non-disclosure agreements to attempt to prevent them from reporting his illegal activity. Nygard and the Nygard Companies also threaten to sue or sue anyone who goes public with accusations against him.⁹

⁹ See, e.g., *Nygar, Inc. v. Uusi-Kerttula*, 159 Cal. App. 4th 1027 (2008); *Nygar, Inc. v. Kustannusosakeyhtio Iltalehti*, No. B192639, 2007 WL 1775963 (Cal. Ct. App. June 21, 2007); <https://www.theglobeandmail.com/news/national/fashion-tycoon-peter-nygard-files-criminal-complaint-against-cbc/article574862/>

- h. The Nygard Companies promoted and/or furthered the careers of employees who facilitated, aided and abetted, and covered-up Nygard's sex crimes so they could benefit from Nygard's name, brand, and work.

23. The Nygard Companies knowingly benefited from Nygard's sex trafficking of John Doe No. 1 and John Doe No. 2. By facilitating and covering-up Nygard's sex trafficking of John Doe No. 1 and John Doe No. 2, the Nygard Companies enjoyed the promotion and promulgation of the Nygard Companies' projects internationally. Nygard is the face of the Nygard Companies, and his presence and promotion in foreign commerce brought exposure and prestige to the Nygard Companies.

24. The Nygard Companies also facilitated Nygard's sex trafficking of John Doe No. 1 and John Doe No. 2, in foreign commerce, to obtain the enormous publicity that Nygard garnered by promoting the Nygard Companies' products internationally.

25. Nygard Companies officials also benefitted by being complicit because they were able to retain their employment and benefits.

26. Nygard's conduct, as outlined above, violates the TVPRA, which outlaws using means of interstate or foreign commerce to recruit, entice, obtain, or lure a person and force or coerce that person, or knowing that the person is younger than eighteen years old, to engage in commercial sex acts. Nygard's conduct also violates California, Canadian, and Bahamian law. The Nygard Companies are guilty of aiding and abetting Nygard's crimes and conspiring with Nygard to violate the TVPRA and these other state and foreign laws by knowingly agreeing to facilitate and enable his illegal conduct for their own gain and their employees' gain.

27. The Nygard Companies also directly violated the TVPRA and these other state and foreign laws because they knowingly benefitted from their conspiracy and/or participation in

Nygaard's venture with knowledge, or in reckless disregard of the fact, that Nygaard sex trafficked John Doe No. 1 and John Doe No. 2 while each was younger than eighteen years old.

JURISDICTION AND VENUE

28. This Court has federal question subject-matter jurisdiction pursuant to 28 U.S.C. § 1331, because Plaintiff brings this action under the federal TVPRA statute.

29. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a), because all claims alleged herein arise out of the same series of transactions or occurrences and form part of the same case or controversy.

30. This Court is "an appropriate district court of the United States" in accordance with 18 U.S.C. § 1595, as venue is proper in this District under 28 U.S.C. § 1391(b)(2), because Nygard Inc. and Nygard International, both headquartered near Times Square in New York City, also conduct substantial activities in this District and knowingly conspired, aided and abetted, facilitated, and directly participated in Nygard's illegal conspiracy and/or venture through actions that originated in this District. Venue is also proper in this District under 28 U.S.C. § 1391(b)(3), because all Defendants conduct substantial activities in this District and are subject to personal jurisdiction in this District and there is no other district where the action may be brought.

PARTIES

A. Plaintiffs

i. John Doe No. 1, a minor son of Peter Nygard

31. John Doe No. 1 is a minor and is the biological son of Peter Nygard. He is using a pseudonym because of the highly personal nature of this matter.

32. Plaintiff is also at serious risk of retaliatory harm because Defendants have tremendous wealth and power and have used it to retaliate against others who have attempted to

come forward, including by means of arson, property destruction, threats of physical violence, and threats of legal action.

33. Plaintiff is also particularly vulnerable because of his status as a minor, the trauma that he has been subjected to, Defendants' wealth and influence in Canada and the United States, and the corruption of law enforcement by Defendants through bribery and political influence.¹⁰

34. Plaintiff's safety, right to privacy, and security outweigh the public interest in his identification.

35. Plaintiff's legitimate concerns outweigh any prejudice to Defendants by allowing Plaintiff John Doe No. 1 to proceed anonymously.

36. John Doe No. 1, a minor, is a United States citizen.

37. In the summer of 2018, when John Doe No. 1 was fourteen years old, Nygard pre-planned and arranged for the sex trafficking of John Doe No. 1 to Jane Roe at Nygard's residence in Winnipeg, Canada.

38. Jane Roe (Nygard's "girlfriend"), at Nygard's explicit instructions and directions, raped John Doe No. 1. Nygard instructed Jane Roe to "make a man" out of John Doe No. 1.

39. Jane Roe followed Nygard's instructions and raped John Doe No. 1. Both Nygard and Jane Roe knew that John Doe No. 1 was fourteen years old.

ii. John Doe No. 2, son of Peter Nygard

40. John Doe No. 2 is an American citizen and is the biological son of Peter Nygard.

¹⁰ See, e.g., <https://www.youtube.com/watch?v=Pw1xUXQNeIq>;
<http://www.tribune242.com/news/2018/feb/14/nygard-outright-bribery-plp/>;
<http://www.tribune242.com/news/2014/jun/25/nygard-gave-money-plp-then-asked-help-over-land-is/>;
<http://www.tribune242.com/news/2017/may/05/fresh-questions-over-las-vegas-trip-pm-gibson-and/>

41. In 2004, when John Doe No. 2 was fifteen years old, Nygard pre-planned and arranged for the sex trafficking of John Doe No. 2 to Jane Roe at Nygard's residence in the Bahamas.

42. Jane Roe (Nygard's "girlfriend" at the time also), at Nygard's explicit instructions and directions, raped John Doe No. 2. Both Nygard and Jane Roe knew that John Doe No. 2 was fifteen years old.

B. Defendants

43. Defendant Peter J. Nygard is a Finnish and Canadian citizen with permanent residences in the United States, including in New York City and Los Angeles. He is the founder, chairman, figurehead, icon, and, directly or indirectly, the 100% owner of the Nygard Companies.

44. Through the Nygard Companies, as Nygard himself alleged in United States federal court, he "carries on business at various locations around the world as a designer, manufacturer, distributor, and seller of women's clothing and accessories. Mr. Nygard and his business are closely associated in the public eye."¹¹ Nygard regularly travels to the United States, spends substantial time at his residence in this District, and, at the time relevant to Plaintiff's Complaint, conducted substantial business in this District through his global headquarters and flagship store, which are located in this District.¹²

45. Defendant Nygard Inc. is a Delaware corporation that distributes women's apparel with its global headquarters in New York City.

46. Nygard Inc. conducts substantial business in this District and at various other locations in the United States and around the world.

¹¹ See Complaint at ¶¶ 1, 31, *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017); see also Complaint at ¶ 1, *Nygard, et al. v. Bacon*, No. 1:19-cv-01559-LGS-KNF (S.D.N.Y. Feb. 19, 2019).

¹² See <https://vimeo.com/160922029>.

47. Defendant Nygard International is a Canadian corporation that has its administrative offices in Winnipeg, Canada and its global headquarters in New York City.¹³

48. Nygard International conducts substantial business in this District and various other locations in the United States and around the world.¹⁴

49. Defendant Nygard Holdings is a Bahamian shell corporation registered in the Bahamas.

50. Nygard uses Nygard Holdings as a depository for funds from Nygard International, from which Nygard pays for Defendants' conspiracy and/or illegal sex trafficking venture.

51. There is no corporate distinction between or among the Nygard Companies. At all times relevant herein, Nygard was the sole owner and executive of the Nygard Companies, their funds were commingled, and the companies do not observe any corporate formalities.

52. Every aspect of the Nygard Companies' business is controlled exclusively by Nygard, and nothing can happen without his express direction or authorization.

53. Although Nygard has publicly claimed to have stepped down from the Nygard Companies, he has not divested his ownership interest in the Nygard Companies, and he continues to run and direct the Nygard Companies from behind the scenes. A Canadian judge also recently found that there is no evidence that Nygard has resigned from the Nygard Companies and he still owns 100% of the Nygard Companies' stock.

¹³ <https://corporate.nygard.com/about-nygard/> ("**Along with its corporate headquarters located in the heart of Times Square**, the company lays claim to complete design, production and distribution facilities in Los Angeles, Toronto and Winnipeg, superb research and design studios in New York and Shanghai, and sales offices throughout Canada and the U.S."); <https://www.linkedin.com/company/nygard-international/about/> ("**Along with its new World Headquarters located in the heart of Times Square**, the company lays claim to complete design, production & distribution facilities in Los Angeles, Toronto & Winnipeg and superb research & design studios worldwide."); http://www3.nygard.com/Store/webcast/NY_event_Macy's_parade/page1.asp.

¹⁴ <https://corporate.nygard.com/about-nygard/>.

54. Nygard also regularly invokes the jurisdiction of the United States courts, including this District, in his personal capacity and through his companies, by regularly filing lawsuits therein.¹⁵

55. The Nygard Companies knowingly conspired, aided and abetted, facilitated, and directly participated in Nygard's sex trafficking of John Doe No. 1 and John Doe No. 2 by, among other actions, providing company money and resources to transport John Doe No. 1 and John Doe No. 2 to Nygard's Winnipeg, Canada residence, and Bahamas residence, respectively, making travel arrangements for John Doe No. 1 and John Doe No. 2 through the corporate travel department, providing the property where John Doe No. 1 and John Doe No. 2 were sex trafficked, providing money and resources to Jane Roe, and full-time sex worker, that enabled her commercial sex acts with John Doe No. 1 and John Doe No. 2, and actively covering-up his crimes.

56. The Nygard Companies also promoted and/or furthered the careers of employees who facilitated, aided and abetted, and covered-up Nygard's sex crimes so they could benefit from Nygard's money, name, and brand.

57. The Nygard Companies paid, promoted, and otherwise rewarded a close ring of upper-level executives and employees of the Nygard Companies to actively participate in Nygard's conspiracy and/or illegal sex trafficking venture, to turn a blind-eye to his sexual abuse, and to cover-up his crimes.

¹⁵ See, e.g. *Nygaard, et al. v. Bacon*, No. 1:19-cv-01559-LGS-KNF (S.D.N.Y. Feb. 19, 2019); *Nygaard, et al. v. Dipaolo, et al.*, No. 17-cv-60027, 2017 WL 4303825 (S.D. Fla. Jan. 5, 2017); *Nygaard International Partnership v. Feralio*, No. B266683, 2017 WL 4784925 (Cal. Ct. App. Oct. 24, 2017); *Nygaard v. Jasper*, No. 8:15-cv-1939-T-33EAJ, 2016 WL 9526666 (M.D. Fla. Jan. 4, 2016); *Nygaard, Inc. v. Uusi-Kerttula*, 159 Cal.App.4th 1027 (Cal. Ct. App. 2008); *Nygaard, Inc. v. Kustannusosakeyhtio Iltalehti*, No. B192639, 2007 WL 1775963 (Cal. Ct. App. June 21, 2007).

THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

58. The TVPRA outlaws sex trafficking activities that affect interstate or foreign commerce or take place within the territorial jurisdiction of the United States. It is to be construed broadly because it serves a remedial purpose and uses intentionally broad language.

59. The TVPRA makes it unlawful for:

(a) Whoever knowingly—

(1) in or affecting interstate or foreign commerce, or within the special maritime and territorial jurisdiction of the United States recruits, entices, harbors, transports, provides, obtains, advertises, maintains, patronizes, or solicits by any means a person; or

(2) benefits, financially or by receiving anything of value, from participation in a venture which has engaged in an act described in violation of paragraph (1),

knowing, or, except where the act constituting the violation of paragraph (1) is advertising, in reckless disregard of the fact, that means of force, threats of force, fraud, coercion described in subsection (e)(2), or any combination of such means will be used to cause the person to engage in a commercial sex act, or that the person has not attained the age of 18 years and will be caused to engage in a commercial sex act, shall be punished as provided in subsection (b).¹⁶

60. As alleged herein, Defendants have knowingly used interstate and foreign commerce to violate the TVPRA by enticing, luring, and/or transporting John Doe No. 1 and John Doe No. 2 knowing, or in reckless disregard of the fact, that each was younger than eighteen years old, to engage in commercial sex acts.

61. The TVPRA's civil provision, 18 U.S.C. § 1596, applies extraterritorially to all violations that occurred after December 19, 2003, wherein the alleged offender is a national of the United States; an alien lawfully admitted for permanent residence; or is present in the United

¹⁶ 18 U.S.C. § 1591(a).

States. The violations against John Doe No. 1 and John Doe No. 2 occurred in Canada after December 19, 2003, and the Defendants are lawfully admitted to the United States for permanent residence and/or are present in the United States.

62. The TVPRA also applies to Nygard's conduct abroad because the locus of the Nygard Companies, which supplied money and resources to facilitate and enable the sex trafficking of John Doe No. 1 and John Doe No. 2, is in New York City.

63. Further, Nygard has substantial contacts with the United States, both individually as well as through the Nygard Companies.

64. The Nygard Companies conspired with Nygard, aided and abetted, facilitated, and directly participated in Nygard's conspiracy and/or venture through conduct that originated and/or occurred in the United States.

65. Nygard has a permanent residence in New York City, which is above his flagship store on 40th Street and Broadway, near Times Square.

66. Nygard also has a permanent residence in Los Angeles, California and, upon information and belief, owns property in the State of Florida.

67. Nygard also owns companies, Nygard NY Retail, LLC, Nygard Partners, LLC, and Orion Asset Management, Inc., each of which is a New York corporation.

68. Defendants intentionally lured and enticed John Doe No. 1, knowing he was a minor, to travel to Winnipeg, Canada from the State of California for the purpose of sex trafficking him.

69. Defendants intentionally lured and enticed John Doe No. 2, knowing he was a minor, to travel to the Bahamas from the State of California for the purpose of sex trafficking him.

70. Given these substantial and systematic contacts between the United States and Nygard's misconduct in Canada, it is neither arbitrary nor unfair to exercise application of the TVPRA for Defendants' activities that partially occurred in Canada and the Bahamas.

71. Application of the TVPRA is also consistent with international law by virtue of the Palermo Protocols, which are three protocols adopted by the United Nations to supplement the 2000 Convention against transnational organized crime, including the Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children.

72. In addition to violating the TVPRA, as alleged herein, Defendants conspired to violate and/or violated the laws of the State of California, as well as the laws of Canada and the Bahamas.

FACTUAL ALLEGATIONS

A. Peter J. Nygard is Synonymous with the Nygard Companies.

73. Defendant Peter J. Nygard is a renowned fashion figure and executive in the women's apparel industry. He has an estimated net worth of approximately \$750-900 million through various business entities that he owns in the fashion industry.¹⁷

74. Nygard has a permanent residence in New York City. Nygard's penthouse apartment is located on the sixth floor of the Nygard Companies' World Headquarters in New York City. Nygard illegally converted the sixth floor into a private apartment with a jacuzzi and disco room, according to a citation Defendants received from the City of New York in 2013. Below is a photograph of the "disco room" in Nygard's penthouse apartment in New York City:

¹⁷ <https://www.youtube.com/watch?v=yH0ODUKH1qE>; <https://www.youtube.com/watch?v=L1x-Vrn-33M>; <https://www.youtube.com/watch?v=iK5hlWI5qLc>



75. Defendant Nygard Inc. is a Delaware corporation that distributes women’s apparel with its global headquarters in New York City, New York.

76. Defendant Nygard International is a Canadian corporation that is one of the largest women’s clothing manufacturers and suppliers in the world, with annual sales exceeding \$500 million. Nygard International has its administrative offices in Winnipeg, Canada and its global headquarters in New York City, pictured below.¹⁸



¹⁸ <https://corporate.nygard.com/about-nygard/>

77. Defendant Nygard Holdings is a Bahamian shell corporation registered in the Bahamas. It does not engage in active business or trading activities.

78. Nygard uses Nygard Holdings as a depository for funds from Nygard International, from which Nygard pays for Defendants' conspiracy and/or illegal sex trafficking venture.

79. Nygard, Nygard, Inc., and Nygard International have invoked the jurisdiction of the United States courts by filing lawsuits in the United States courts, including this District, as well as being "synonymous" with Nygard Inc. and using Nygard Inc. to participate in his conspiracy and/or criminal venture for both his own benefit and the benefit of the Nygard Companies.¹⁹

80. Nygard is the founder, chairman, figurehead, icon, and was, directly or indirectly, the 100% owner of the Nygard Companies at the time of the events described in this Complaint.²⁰

81. Although Nygard has publicly claimed to step down from the Nygard Companies, he has not divested his ownership interest in the Nygard Companies, and he continues to run and direct the Nygard Companies from behind the scenes. Nygard publicly claimed to step down solely as means to avoid bad publicity for the Nygard Companies.

82. He still controls every aspect of the Nygard Companies' business, and nothing can be done without his express authorization or direction. Nygard commingles the Nygard Companies' funds, uses the Nygard Companies as his own personal bank account, and does not observe any corporate formalities. For example, Nygard uses the corporate account to pay for: (a)

¹⁹ See, e.g. *Nygaard, et al. v. Bacon*, No. 1:19-cv-01559-LGS-KNF (S.D.N.Y. Feb. 19, 2019); *Nygaard, et al. v. Dipaolo, et al.*, No. 17-cv-60027, 2017 WL 4303825 (S.D. Fla. Jan. 5, 2017); *Nygaard International Partnership v. Feralio*, No. B266683, 2017 WL 4784925 (Cal. Ct. App. Oct. 24, 2017); *Nygaard v. Jasper*, No. 8:15-cv-1939-T-33EAJ, 2016 WL 9526666 (M.D. Fla. Jan. 4, 2016); *Nygaard, Inc. v. Uusi-Kerttula*, 159 Cal. App. 4th 1027 (Cal. Ct. App. 2008); *Nygaard, Inc. v. Kustannusosakeyhtio Iltalehti*, No. B192639, 2007 WL 1775963 (Cal. Ct. App. June 21, 2007).

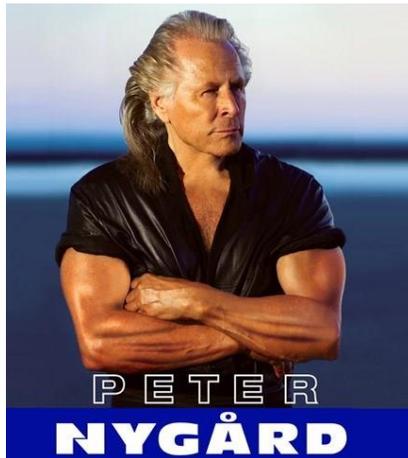
²⁰ See Complaint at ¶ 1, *Nygaard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017).

hush money to victims of his abuse; (b) plastic surgery for his “girlfriends;” and (c) his extensive medical treatments, including stem cell transplants.

83. Lawyers for the Canadian receiver, Richter, have recently accessed the Defendants’ computer systems and stated: “This company, the Nygard organization — and that’s more than just the respondents — chose to carry on their business in such a way that they intermingle records, electronic files for — it looks to be as many as 30 companies and they’ve done that for years.”

84. Nygard admits in public filings that he and his businesses are “closely associated in the public eye.”²¹

85. The Nygard Companies’ promotional materials and advertisements also make the companies synonymous with “one man,” Nygard, who is featured individually on almost all promotional materials and advertisements.²²



86. In addition, Nygard and his businesses are “closely identified in the public mind, similar to other fashion houses,” as illustrated by the corporate billboard in the heart of Times Square.²³

²¹ *Id.* at ¶¶ 1, 31.

²² *See, e.g.*, video at <https://corporate.nygard.com/>.

²³ *See* Complaint at ¶ 31, *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017).



87. The Nygard Companies have also trademarked the name “Peter J. Nygard.”

88. That Nygard is a sexual predator and/or sex trafficker is an open secret at the Nygard Companies. Over the course of decades, executives of the Nygard Companies as well as the corporate HR Department were instructed by Nygard to pay off anyone who accused Nygard of sexual misconduct and force them to sign nondisclosure agreements. These upper-level executives and employees helped Nygard cover up his crimes and continued to facilitate and enable his crimes so that they would receive financial benefits and career advancement.

89. Over the course of decades, scores of female employees of the Nygard Companies have also accused him of sexual improprieties. These stories share striking similarities and are well known throughout the Nygard Companies. Several examples are set forth below.

90. One woman was hired as a merchandiser for the Nygard Companies. She reported to the corporate HR department that Nygard entered her hotel room, while they were on a corporate business trip, and raped her. A few hours after she reported the incident to the Nygard Companies' HR Department, a company executive arrived at her door with a check for \$8,000 and a non-disclosure agreement for her to sign.

91. In 1995, another former female employee sued Nygard for having sex with her “against her will.” Nygard and the Nygard Companies reached an undisclosed settlement with the former employee that required her to sign a nondisclosure agreement.

92. Another female employee reported that she was forced to stand next to Nygard at a meeting with company executives present. During the course of the meeting, Nygard rubbed his foot up and down the woman’s thigh while the Nygard Companies’ executives watched. Many former employees have described similar stories during company meetings.

93. In 1996, the Winnipeg Free Press wrote a front-page story detailing Nygard’s sexual misconduct and relating to interviews with seven former and current female employees of the Nygard Companies. Three female employees filed sexual harassment complaints with the Manitoba Human Rights Commission against Nygard and the Nygard Companies. In that year alone, the Nygard Companies paid out \$20,000 in settlement over sexual assault claims by female employees (the equivalent of \$300,000 today).

94. The Nygard Companies’ former communications manager reported that she would walk into meetings with Nygard and his pants would be down frequently, and he would be fondling himself. On one occasion, she reported that she was instructed to open a closet door to get something and she found a box full of pornographic photos of Nygard with various women. She reported Nygard’s conduct to the Human Rights Commission and she received a \$6,000 payoff from the Nygard Companies.

95. The same employee was responsible for hiring a woman that became Nygard’s next target. Nygard regularly made sexual advancements towards her at work in front of other employees and executives of the Nygard Companies. She reported Nygard’s conduct to the Human Rights Commission and the Nygard Companies paid her \$8,000.

96. Another female employee of the Nygard Companies reported that she had walked into Nygard's office and he was stroking his genitals at his desk. When the woman turned away, Nygard dropped his pants and began masturbating while looking at her. She reported Nygard's conduct to the Manitoba Human Rights Commission and the Nygard Companies paid her \$4,500.

97. Former employees of the Nygard Companies have also stated that Nygard equips the Nygard Companies offices in Winnipeg, Toronto, and Marina Del Rey with hidden rooms that he uses as "sex dens." The existence of these rooms is common knowledge among employees of the Nygard Companies.

98. Rather than helping to create a professional work environment for female employees, the Nygard Companies' HR department and finance department, functioned to cover-up his rapes, sexual assaults, and molestations of company employees and other woman who were brought to the corporate offices under false pretenses of modeling and other career opportunities. The corporate HR department and finance department regularly paid off Nygard's accusers and forced them to sign non-disclosure agreements so that Nygard could continue his pattern and practice detailed below.

99. Despite this knowledge, the Nygard Companies arranged and paid for John Doe No. 1—just fourteen years old at the time—to be transported from California to a property owned and/or paid for by the Nygard Companies in Winnipeg, Canada where he would be alone with Nygard and Jane Roe, a known sex worker.

B. Nygard Sex Trafficked John Doe No. 1 Using the Resources of the Nygard Companies.

100. In the summer of 2018, when John Doe No. 1 was fourteen years old, Defendants lured, enticed, and transported John Doe No. 1 from California to Nygard's residence in Winnipeg, Canada.

101. John Doe No. 1's travel arrangements were arranged through the Nygard Companies' corporate travel department and paid for with money from the Nygard Companies.

102. Defendants knew that John Doe No. 1 was just fourteen years old because his personal information was provided to them as part of his travel arrangements.

103. While in Canada, John Doe No. 1 stayed at Nygard's residence with Nygard and Jane Roe, who is a known sex worker and paid by the Nygard Companies for her services.

104. Nygard instructed Jane Roe to "make a man" out of his son. John Doe No. 1 was a virgin, thus making the instructions to Jane Roe quite clear – she was being ordered to rape John Doe No. 1.

105. Jane Roe first took a shower so that John Doe No. 1 could see her naked.

106. Jane Roe performed oral sex on John Doe No. 1.

107. Jane Roe then engaged in sexual intercourse with John Doe No. 1, knowing he was only fourteen years old.

108. After having sexual intercourse with John Doe No. 1, Jane Roe told John Doe No. 1 that he "wasn't bad" for a "baby."

109. The next morning, Jane Roe brought John Doe No. 1 breakfast and kissed him on the lips, saying "mommy's got you."

110. Jane Roe reported back to Nygard that she had done as instructed – she had "made a man" of John Doe No. 1; she had statutorily raped Nygard's 14-year old son.

C. Nygard Sex Trafficked John Doe No. 2 Using the Resources of the Nygard Companies.

111. In 2004, when John Doe No. 2 was fifteen years old, Defendants lured, enticed, and transported John Doe No. 2 from California to Nygard's residence in the Bahamas.

112. John Doe No. 2's travel arrangements were arranged through the Nygard Companies' corporate travel department and paid for with money from the Nygard Companies.

113. Defendants knew that John Doe No. 2 was just fifteen years old because his personal information was provided to them as part of his travel arrangements.

114. While in the Bahamas, John Doe No. 2 stayed at Nygard's residence with Nygard and Jane Roe, who is a known sex worker and paid by the Nygard Companies for her services.

115. Nygard instructed Jane Roe to have sex with his son, John Doe No. 2, a minor.

116. Jane Roe engaged in sexual intercourse with John Doe No. 2, knowing he was only fifteen years old.

D. The Statute of Limitations Should Be Tolloed for John Doe No. 2 Because Nygard Uses Threats, Force, and Manipulation to Prevent His Children and Others From Speaking Their Truth, and Thus, Prevented John Doe No. 2 from Pursuing His Claims; Further, Nygard Engaged in a Continuing Conspiracy and Cover-Up With the Nygard Companies.

117. Due to extraordinary circumstances and Defendants' conduct, which prevented, to the extent applicable, Plaintiff John Doe No. 2 from bringing his claims, the applicable statute of limitations is equitably tolled.

118. The general rule is that statutes of limitations are subject to equitable tolling. *See United States v. Locke*, 471 U.S. 84, 94 n.10 (1985) ("Statutory filing deadlines are generally subject to the defenses of waiver, estoppel, and equitable tolling."); *Young v. United States*, 535 U.S. 43, 49 (2002) ("It is hornbook law that limitations periods are customarily subject to equitable tolling unless tolling would be inconsistent with the text of the relevant statute.") (quotation marks and citations omitted).

119. Plaintiff John Doe No. 2 pursued his rights diligently and was impeded because of a combination of family influence and manipulation, shame, embarrassment, fear, political and

law enforcement corruption, weak laws that are rarely enforced to protect the victim, and bribery. As a result, to the extent necessary, all applicable statutes of limitations should be equitably tolled.

120. John Doe No. 2 was legitimately and justifiably afraid that Nygard would harm and/or retaliate against him if he pursued any claim against Nygard.

121. As discussed herein, Nygard uses his family influence and family manipulation, including psychological and financial pressure, financial resources, political power, and influence in the Bahamas and elsewhere, and threats of force to intimidate his victims, including John Doe No. 2, and prevent him from coming forward.

122. In fact, before filing this Complaint, Peter Nygard, through his counsel, made a transparent threat that if John Doe No. 2 were to speak his truth about his rape (ordered by his own father), then the father-son relationship would be fractured.

123. Nygard's illegal conduct also constitutes a recurring pattern and practice of rape, sexual assault, and sex trafficking.

124. His rape, sexual assault, and sex trafficking have been occurring continuously, consistently, and systematically since, at least, 1977 in violation of the TVPRA and various other state and foreign laws.

125. Under the continuing violation doctrine, the statute of limitations is tolled for John Doe No. 2, since he was subjected to Nygard's recurring, uniform pattern and practice of sex trafficking.

126. Additionally, Plaintiffs' claims against Nygard and the Nygard Companies are tolled because Defendants engaged in a continuing conspiracy to commit rape, sexually assault, sex traffic, and subsequently cover up their crimes.

127. Unnamed third-party recruiters and facilitators, and upper-level executives with the Nygard Companies conspired with Nygard to conceal his crimes for the benefit of all Defendants.

128. Due to Defendants' efforts in keeping their conspiracy secret, their conspiracy was only discovered upon the filing of this class action lawsuit. Therefore, the statute of limitations for Plaintiffs' and the other Class members' conspiracy claims is tolled under the discovery rule.

CLAIMS ALLEGED

COUNT I

**VIOLATION OF THE TRAFFICKING VICTIMS PROTECTION ACT,
18 U.S.C. §§ 1591(a)**

129. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-128, as if fully set forth in this Count.

130. Defendants knowingly used the instrumentalities and channels of interstate and foreign commerce to facilitate violations of 18 U.S.C. § 1591(a)(1), occurring both in and outside of the territorial jurisdiction of the United States.

131. Defendants' conduct was in or affecting interstate or foreign commerce for purposes of the TVPRA.

132. Defendants knowingly recruited, enticed, harbored, transported, provided, obtained, advertised, maintained, patronized, and/or solicited Plaintiffs for the purpose of causing them to engage in commercial sex acts when each was a minor under the age of eighteen, pursuant to 18 U.S.C. § 1591(a).

133. John Doe No. 1 and John Doe No. 2, both minors, engaged were raped through commercial sex acts by Jane Roe, who was acting on Nygard's directions.

134. Defendants provided or promised Jane Roe items of value in exchange for engaging in the sexual acts with John Doe No. 1 and John Doe No. 2, both minors, including, but not limited to, money, lodging, and continued employment.

135. Defendants' conduct has caused Plaintiffs serious and permanent harm, including, without limitation, physical, psychological, financial, and reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing commercial sexual activity, in order to avoid incurring that harm.

COUNT II

PARTICIPATING IN A VENTURE IN VIOLATION OF THE TRAFFICKING VICTIMS PROTECTION ACT, 18 U.S.C. §§ 1591(a)

136. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-128, as if fully set forth in this Count.

137. Defendants participated in a venture together, in violation of 18 U.S.C. § 1591(a)(2).

138. The Nygard Companies knowingly benefited from, and received value for, their participation in the venture, in which Nygard, with the Nygard Companies' knowledge, or in reckless disregard of the fact, that Nygard would lure, entice, and transport Plaintiffs, both minors under the age of eighteen years old, to engage in commercial sex acts.

139. The Nygard Companies knew, or were in reckless disregard of the fact, that it was Nygard's pattern and practice to use the channels and instrumentalities of interstate and foreign commerce, as well as the Nygard Companies' resources to entice, recruit or cause young and underage individuals to engage in commercial sex acts, and offering something of value in exchange for the sexual act.

140. Nygard and other Nygard Companies' employees had actual knowledge that they were facilitating and participating in Nygard's use of company resources to recruit, entice, harbor, transport, provide, obtain, maintain, patronize, coerce, and/or solicit Plaintiffs and others, into commercial sex acts, who, at the time, were under the age of eighteen years old.

141. Despite such knowledge, the Nygard Companies paid for, facilitated, and participated in Nygard's violations of 18 U.S.C. § 1591, where the Nygard Companies knew, or were in reckless disregard of the facts that, Nygard would lure, entice, harbor, transport, provide, obtain, maintain, patronize, coerce, and/or solicit Plaintiffs, both minors under the age of eighteen, to engage in commercial sex acts.

142. Defendants also provided or promised Jane Roe items of value in exchange for engaging in the sexual acts with Plaintiffs, both minors, including, but not limited to, money, lodging and continued employment.

143. This affirmative conduct of the Nygard Companies was committed knowing, or in reckless disregard of the facts that, Nygard would use Nygard Companies' money and resources, which were things of value, as a means of luring, enticing, harboring, transporting, providing, obtaining, maintaining, patronizing, coercing, and/or soliciting Plaintiffs to engage in commercial sex acts.

144. Upon information and belief, in exchange for facilitating and covering up Nygard's scheme, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

145. Participating in and covering up Nygard's sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

146. The Nygard Companies, along with their officers and directors, knowingly benefited financially from Nygard's sex-trafficking venture.

147. By facilitating Nygard's commercial sex acts in foreign commerce, the Nygard Companies enjoyed the promotion and promulgation of the Nygard Companies' projects internationally.

148. Nygard is the face of the Nygard Companies, and his presence and promotion in foreign commerce brought exposure and prestige to the Nygard Companies.

149. The Nygard Companies facilitated Nygard's commercial sex acts in foreign commerce to obtain the enormous publicity that Nygard garnered by promoting the Nygard Companies' products internationally, which financially benefited the Nygard Companies.

150. The Nygard Companies' conduct has caused Plaintiffs serious harm including, without limitation, physical, psychological, financial, and reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing commercial sexual activity, in order to avoid incurring that harm.

COUNT III

CONSPIRACY TO COMMIT VIOLATION OF THE TRAFFICKING VICTIMS PROTECTION ACT, 18 U.S.C. §§ 1594

151. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-128, as if fully set forth in this Count.

152. The Nygard Companies conspired, by agreement or understanding, to further Nygard's unlawful plan and/or purpose to commit illegal commercial sex acts with Plaintiffs.

153. The Nygard Companies committed overt acts in furtherance of the agreement or understanding by playing an active role in transporting Plaintiffs to engage in commercial sex acts, by arranging and paying for Plaintiffs to be transported to Nygard.

154. The Nygard Companies provided or promised Jane Roe items of value in exchange for engaging in the sexual acts with John Doe No. 1, a minor, including, but not limited to, money, lodging, and continued employment.

155. The Nygard Companies' participation in the furtherance of Nygard's illegal sex trafficking plan and/or purpose was intentional and/or willful and, therefore, the Nygard Companies intentionally and/or willfully caused Nygard's facilitation of the sex acts with Plaintiffs in its affirmative acts supporting and funding Nygard.

156. The Nygard Companies knew that their acts and conduct supporting and facilitating Nygard would lead to unlawful commercial sex acts facilitated by Nygard involving Plaintiffs, both minors.

157. The Nygard Companies' conspired with Nygard through their affirmative acts and provided substantial support to Nygard causing commercial sex acts upon Plaintiffs.

158. The Nygard Companies' conduct has caused Plaintiffs serious harm, including, without limitation, physical, psychological, financial, and reputational harm, that is sufficiently serious, under all the surrounding circumstances, to compel a reasonable person of the same background and in the same circumstances to perform or to continue performing commercial sexual activity in order to avoid incurring that harm.

COUNT VI

AIDING AND ABETTING IN VIOLATION OF CANADIAN LAW

159. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-128, as if fully set forth in this Count.

160. Defendants aided and abetted, facilitated, and enabled Jane Roe's sexual battery of John Doe No. 1 in Canada, in violation of Canadian law.

161. Defendants knew, or should have known, that Jane Roe's conduct constituted a breach of duty and/or tortious conduct.

162. Defendants knowingly gave substantial assistance or encouragement to Jane Roe to commit a breach of duty and/or tortious conduct.

163. Defendants knowingly gave substantial assistance to Jane Roe in accomplishing her breach of duty and/or tortious conduct and Defendants' conduct, separately considered, constitutes a breach of duty to John Doe No. 1.

164. Defendants, through Nygard, had actual knowledge that they were facilitating, aiding and abetting, and enabling Nygard's use of the Nygard Companies' money and resources to cause the sexual battery of John Doe No. 1.

165. Despite such knowledge, Defendants paid for, facilitated, and aided and abetted Jane Roe's sexual battery of John Doe No. 1.

166. The Nygard Companies' employees facilitated and aided and abetted Nygard's scheme because they believed that they would be rewarded with substantial career-advancing opportunities if they cooperated and acquiesced to Nygard's demands.

167. This affirmative conduct of the Nygard Companies was committed knowing, or in reckless disregard of the facts that, Nygard would use the Nygard Companies' money and resources, to cause the sexual battery of John Doe No. 1.

168. In exchange for facilitating, aiding and abetting, and covering up Nygard's misconduct, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

169. Participating in, aiding and abetting, and covering up Nygard's sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

170. John Doe No. 1 has been damaged as a direct result of the Nygard Companies' conduct. Defendants' conduct has caused John Doe No. 1 serious and permanent harm and/or damages, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

COUNT VII

CIVIL CONSPIRACY IN VIOLATION OF CANADIAN LAW

171. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-128, as if fully set forth in this Count.

172. Defendants have participated in a conspiracy to cause the sexual battery of John Doe No. 1.

173. Defendants formed a group of two or more persons and acted in concert, by agreement, with a common design and intention to commit unlawful, acts including causing the sexual battery of John Doe No. 1.

174. Defendants were aware of the relevant facts and intended to participate in the conspiracy.

175. Defendants engaged in conduct that was unlawful by carrying out an underlying tort, including causing the sexual battery of John Doe No. 1.

176. Defendants engaged in a course of conduct with the predominant purpose of causing injury to John Doe No. 1, notwithstanding that the conduct might otherwise be legal.

177. Defendants committed wrongful and/or overt acts by knowingly luring, enticing, and transporting John Doe No. 1 to a location in Canada where Defendants knew Nygard would cause the sexual battery of John Doe No. 1.

178. The Nygard Companies also committed wrongful and/or overt acts by knowingly providing Nygard with the resources to cause the sexually battery of John Doe No. 1.

179. The Nygard Companies' employees carried out the acts and omissions constituting the alleged conspiracy within their actual or ostensible authority with the Nygard Companies.

180. The acts and omissions of the Nygard Companies' employees were carried out in and during the course of their employment with the Nygard Companies.

181. Defendants' conduct was directed towards John Doe No. 1 and cause the sexual battery of John Doe No. 1 in Canada.

182. The Nygard Companies' employees conspired with Nygard because they believed that they would be rewarded with substantial career-advancing opportunities if they cooperated and agreed to Nygard's demands.

183. This affirmative conduct of the Nygard Companies was committed knowing, or in reckless disregard of the facts that, Nygard would use the Nygard Companies' money and resources to cause the sexual battery of John Doe No. 1.

184. In exchange for facilitating and covering up Nygard's sexual misconduct, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

185. Participating in and covering up Nygard's sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

186. Given the circumstances, Defendants should have known that injury was likely to result to John Doe No. 1.

187. John Doe No. 1 was damaged as a direct result of Defendants' agreement. Defendants' conduct has caused John Doe No. 1 serious and permanent harm, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

COUNT VIII

ASSAULT AND BATTERY IN VIOLATION OF BAHAMIAN LAW

188. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-128, as if fully set forth in this Count.

189. Defendants and Jane Roe jointly participated in and caused the sexual assault and battery of Plaintiff John Doe No. 2.

190. Defendants instructed Jane Roe to sexually batter and/or assaulted Plaintiff John Doe No. 2 pursuant to a common design.

191. Defendants and Jane Roe engaged in concerted action to a common end in that Jane Roe did in fact sexually assault and/or batter Plaintiff John Doe No. 2 as part of a common design at the instruction of Nygard.

192. Given the circumstances, Defendants knew or should have known that injury was likely to result to Plaintiff John Doe No. 2.

193. Plaintiff John Doe No. 2 was damaged as a direct result of Defendants' joint conduct and participation in the sexual assault and/or battery of Plaintiff John Doe No. 2. Defendants' conduct has caused John Doe No. 2 serious and permanent harm, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

COUNT IX

CIVIL CONSPIRACY IN VIOLATION OF BAHAMIAN LAW

194. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-128, as if fully set forth in this Count.

195. Defendants engaged in a conspiracy to sexually assault and/or batter Plaintiff John Doe No. 2 in violation of Bahamian law.

196. Defendants entered an agreement with Jane Roe and the predominant intention was to cause harm to Plaintiff John Doe No. 2 by committing sexual assault and/or battery on him.

197. Defendants and Jane Roe did engage in concerted action taken pursuant to their agreement, which resulted in Jane Roe committing sexual assault and/or battery on Plaintiff John Doe No. 2.

198. Defendants combination and/or agreement caused injury to Plaintiff John Doe No. 2 by lawful and/or unlawful means and the predominant purpose of Defendants was to injure Plaintiff John Doe No. 2.

199. Given the circumstances, Defendants knew or should have known that injury was likely to result to Plaintiff John Doe No. 2.

200. Plaintiff John Doe No. 2 was damaged as a direct result of Defendants' joint conduct and participation in the sexual assault and/or battery of Plaintiff John Doe No. 2. Defendants' conduct has caused John Doe No. 2 serious and permanent harm, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

REQUEST FOR RELIEF

Plaintiff respectfully requests that the Court enter judgment in his favor, and against Defendants, as follows:

- a. That the Court grant permanent injunctive relief to prohibit Defendants from continuing to engage in the unlawful acts and practices described herein;
- b. That the Court award Plaintiff compensatory, consequential, general, and nominal damages in an amount to be determined at trial;
- c. That the Court award punitive or exemplary damages in an amount to be determined at trial;
- d. That the Court award to Plaintiff the costs and disbursements of the action, along with reasonable attorneys' fees, costs, and expenses;
- e. That the Court award pre- and post-judgment interest at the maximum legal rate; and
- f. That the Court grant all such other relief as it deems just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all claims so triable.

Dated: August 16, 2020

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