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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **COUNTY OF VENTURA**

9  
10 KRISTINA KNAPIC, an Individual,  
11 Plaintiff,

12 vs.

13 LUCAS ENTERTAINMENT, INC., a  
Delaware Corporation,  
14 LUCAS DISTRIBUTION INC., a New York  
Corporation,  
15 MICHAEL LUCAS, an Individual,  
16 a/k/a Анна Трейвас, an Individual, a/k/a  
ANDREI TREIVAS, an individual, and does  
17 1-10

18 Defendants.

) **CASE NO.** \_\_\_\_\_

) **COMPLAINT FOR:**

- ) **1. FRAUD/INTENTIONAL DECEIT;**  
) **2. CONVERSION;**  
) **3. NEGLIGENCE WITH A PROSPECTIVE**  
) **WITH A PROSPECTIVE**  
) **ECONOMIC ADVANTAGE;**  
) **4. NEGLIGENCE;**  
) **5. TRESPASS TO LAND;**  
) **6. BREACH OF CONTRACT;**  
) **7. UNJUST ENRICHMENT/QUASI-**  
) **CONTRACT;**

) **DEMAND FOR JURY TRIAL**

19  
20  
21  
22 COMES NOW, Kristina Knapic (“Plaintiff”) d/b/a Acacia Mansion (“Acacia” or “Property”) by  
23 and through her attorney of record, Lacy L. Taylor of the Law Offices of John J. Thyne III and in  
24 support of her complaint she does allege the following:

25 **I. OVERVIEW / SUMMARY OF CASE**

26 This case involves the owner of a historic mansion in Ojai that she leases for special events and  
27 vacations. Defendant Michael Lucas and his companies, are producers and purveyors of  
28 homosexual pornographic materials who, through impersonation of a series of false identities,

1 defrauded Plaintiff into leasing her property to him, caused damages to the property and filmed  
2 vile pornographic movies at the property, the distribution of which Plaintiff now seeks to enjoin.  
3 Plaintiff is seeking damages for Defendants' fraud, property damage and injunctive relief.

## 4 **II. JURISDICTION AND VENUE**

5 1. Jurisdiction is proper in the Superior court of the State of California for the  
6 County of Ventura pursuant to section 410.10 of the California Code of Civil Procedure.

7 2. Venue is proper in Ventura County, California, pursuant to section 395.5 of the  
8 California code of Civil Procedure because Ventura County is where the contract was made and  
9 to be performed, and where all causes of action arose.

## 10 **III. THE PARTIES**

### 11 **A. Plaintiff**

12 3. Plaintiff is Kristina Knapic, an individual, and the owner of the Acacia Mansion  
13 (the "Property") in Ojai, California.

### 14 **B. Defendants**

15 4. Defendant, Michael Lucas, an individual, and the CEO of Lucas Entertainment, a  
16 gay pornographic film production company, and Lucas Distribution, Lucas Entertainment's  
17 distribution company. Michael Lucas resides in New York. Michael Lucas also goes by the  
18 alias Анна Трейвас, "Anna," and ANDREI TREIVAS.

19 5. Defendant, Lucas Entertainment, Inc., is, and at all times herein mentioned, was a  
20 Delaware corporation, and maintains its corporate office in New York, New York. The CEO of  
21 Lucas Entertainment is Michael Lucas.

22 6. Defendant, Lucas Distribution, Inc., is, and at all times herein mentioned, was a  
23 New York corporation, and maintains its corporate office New York, New York. Lucas  
24 Distribution distributes the product produced by Lucas Entertainment. The CEO of Lucas  
25 Distribution is Andrei Treivas. Andrei Treivas is an alias for Michael Lucas.

26 7. Plaintiff is ignorant of the true names and capacities of the Defendants sued  
27 herein as Does 1 through 10, inclusive, and, therefore, sues these Defendants by such fictitious  
28 names. Plaintiff will amend this Complaint to allege the true names and capacities of Does 1-10

1 when they are ascertained. Plaintiff is informed and believes and thereon alleges that each of  
2 the fictitiously named Defendants are responsible in some manner for the occurrences herein  
3 alleged, and that Plaintiff's damages herein alleged were proximately caused by their conduct.

4 8. Lucas Entertainment, and each of them, carried out their acts both directly  
5 and/or through the acts and/or omissions of their agents, independent contractors, servants  
6 and/or employees, who at all times were acting within the course and scope of said agency,  
7 independent contractor agreement and/or employment, and the acts and omissions of said  
8 agents, independent contractors, servants and/or employees were authorized and ratified by all  
9 other said Defendants.

10 9. Whenever this Complaint references the acts, omissions or representations of  
11 any Defendant or Defendants, such allegations shall be deemed to mean the act, omission or  
12 representation of those Defendants named in the particular cause of action and each of them  
13 acting individually, jointly, and severally and/or in concert with the other Defendant(s).

14 **NATURE OF THE ACTION**

15 10. This Complaint is brought by Kristina Knapic ("Plaintiff"), also d/b/a/ Acacia  
16 Mansion ("Acacia" or "the Property"), against Defendants Lucas Entertainment, Inc.,  
17 ("Entertainment"), Lucas Distribution, Inc., ("Distribution"), Michael Lucas ("Lucas") a/k/a  
18 Анна Трейвас ("Anna") a/k/a ANDREI TREIVAS, and DOES 1 through 10, (all defendants  
19 collectively "Defendants") to recover in excess of \$100,000.00 in damages Defendants caused  
20 Plaintiff.

21 11. Plaintiff is the owner of a large 1920s era historical mansion located in Ojai,  
22 California ("Acacia" or "the Property"). Plaintiff rents out Acacia for vacation and event  
23 purposes—such as weddings and family reunions. Plaintiff contracted with Airbnb® to list her  
24 home on the Airbnb® website. As a result of this listing, Plaintiff was put in touch with a man,  
25 portraying himself as a woman named "Anna".

26 12. "Anna" contacted Plaintiff through Airbnb® and expressed an interest in renting  
27 the Property for vacation purposes beginning August 11, 2015 and ending August 16, 2015.  
28

1 “Anna” informed Plaintiff that they were on “summer vacation” and wanted to have a  
2 photographer on the property in order to take photos of their vacation. Defendants offered to  
3 rent the Property for vacation purposes and according to terms set forth on the Airbnb® website.  
4 Plaintiff accepted Defendants’ offer. Both parties agreed to the Terms of Service on the Airbnb®  
5 website.

6 13. Plaintiff agreed to meet “Anna” and give her the keys on August 11, 2015.  
7 “Anna” contacted Plaintiff and informed Plaintiff that “Anna’s brother-in-law,” Michael, would  
8 be arriving before her to pick up the keys. On August 11, 2015, a man calling himself “Michael”  
9 met Plaintiff. He informed Plaintiff that he was “Anna’s” brother-in-law, one of the guests, and  
10 that “Anna” was still traveling. Plaintiff accepted Lucas’ representation and handed him the  
11 keys. Plaintiff later learned that “Anna” was, in fact, Michael Lucas (“Lucas”), who also goes by  
12 the name Анна Трейвас. Plaintiff later discovered that it was Lucas who met Plaintiff at the  
13 Property on August 11<sup>th</sup>.

14 14. Plaintiff entered the property after Lucas vacated on August 16, 2015. She  
15 immediately noticed that the Property was filthy (enema kits were found throughout the house—  
16 on the floors, in the beds, in nightstand drawer and in the trash; various sexual devices were also  
17 found in the beds and in the trash; the hot tub water was brownish in color; and the linens were  
18 stained brown.) Plaintiff also found a business card for Lucas Entertainment in the trash. She  
19 googled “Lucas Entertainment” and discovered it was owned by Michael Lucas, the man she  
20 turned the keys over to. She discovered on Michael Lucas’ Facebook® page that he is a  
21 pornographic film producer, and that he had been filming “on location” in her home. There were  
22 several pictures of her home on Defendants’ website, Facebook® and Instagram® page. Many of  
23 the images on these sites depicted the filming of all male, gay, pornographic movies on the  
24 Property.

25 15. Plaintiff attempted to clean the property. However, after viewing the website of  
26 Lucas Entertainment, she discovered that many of the films Lucas Entertainment produces  
27 depicts men urinating on each other and giving each other enemas. These activities were not  
28 being conducted in a bathroom, but rather on beds, floors, and furniture. Concerned that the

1 Property may have been damaged more than she first realized, Plaintiff photographed her home  
2 using a black light. The black light revealed the presence of bodily fluids throughout the house.  
3 In order to make sure the house was clean for future renters, she replaced the soiled linens,  
4 drained and bleached the hot tub, bleached and painted all the walls, steam cleaned the  
5 upholstery and shampooed the carpeting. She continues to clean and sterilize the Property,  
6 upholstery and carpets. Some items have been removed from the house until they can be  
7 replaced.

8 16. By this complaint, Plaintiff seeks to recover (in part) monies for property damage  
9 as a result of Defendant's actions, damages for breach of contract, economic damages,  
10 restitutionary remedies for unjust enrichment, punitive damages, statutory damages, damages for  
11 emotional distress, attorney's fees and injunctive relief.

#### 12 **IV. GENERAL FACTUAL ALLEGATIONS**

##### 13 **A. Background of the Acacia Mansion.**

14 17. The Acacia Mansion was built in the 1920s. It is a well-maintained vacation  
15 and venue rental property. Plaintiff rents the Property for various purposes including  
16 vacations, weddings, reunions and other gatherings. Plaintiff charges a higher rate when the  
17 home is rented for events such as weddings. Plaintiff has not, and does not, rent the property  
18 for the purposes of filming adult pornographic movies. Such an image is not one she wants  
19 associated with her pristine home.

20 18. In July 2015, Plaintiff contracted with Airbnb<sup>®</sup> to advertise the availability of  
21 the Property for rent.

22 19. In July of 2015, she received notification that a person by the name of Анна  
23 Трейвас, "Anna," was interested in renting the Property for vacation purposes.

24 20. In July 2015, after an exchange of communications through Airbnb<sup>®</sup>, the  
25 Plaintiff and Defendant using the name Анна Трейвас ("Anna"), entered into a contract for the  
26 rental of the Property beginning August 11, 2015 and ending August 16, 2015.

27 21. Plaintiff met Lucas at the home and gave him the keys. Lucas stated that he was  
28 the brother in law of "Anna".

1           22. Lucas used the property to film gay pornographic movies for commercial  
2 purposes. Defendants have posted movies and images obtained while on the Property on the  
3 Defendants' website, and other social media platforms.

4           23. Plaintiff has suffered extensive damage to the Property. Urine, semen, and fecal  
5 matter were found on the linens, carpets, upholstery, walls, ceilings, and in the hot tub.  
6 Plaintiff has lost revenue as a result of the Property needing to be decontaminated. Plaintiff is  
7 concerned that the images and films will damage the reputation and "romantic" image of the  
8 Property. As a result, Plaintiff has suffered emotional distress.

9           24. Defendants gained access to the Property by making false statements of material  
10 fact. Defendants exceeded the scope of permitted use of the Property. As such, Defendants  
11 were trespassing on the Property. Defendants did not have permission to film the Property for  
12 commercial purposes.

13           25. Defendants did not pay the higher rental rates that would have been associated  
14 with a rental of property for pornographic commercial purposes.

15           26. Plaintiff has demanded compensation for her damages and demanded that  
16 Defendants cease and desist from using any and all images obtained while on the Property. To  
17 date, Defendants have not complied or answered Plaintiff's demands.

18           27. At all times herein mentioned, Lucas was the agent and employee of each of the  
19 remaining defendants and was at all times herein mentioned acting within the scope of said  
20 agency and employment. Lucas is a managing agent of Lucas Entertainment and Lucas  
21 Distribution for the purposes of California Civil Code § 3294(b).

22 **V. CAUSES OF ACTION**

23 **FIRST CAUSE OF ACTION**

24 **(All Defendants)**

25 **Fraud / Intentional Deceit**

26           28. Plaintiff incorporates by reference as though set forth in full paragraphs 1 through  
27 27.

28

1           29. Lucas Entertainment and Lucas Distribution, through their authorized agent and  
2 officer, Michael Lucas, made representations to the Plaintiff, that Defendants knew were false or  
3 misleading or with reckless indifference to the truth or falsity of them, with the intent that  
4 Plaintiff rely upon these representations in order to gain access to the Property. Such  
5 representations included assertions that the Property was going to be used for vacation purposes  
6 and that Анна Трейвас, or “Anna,” was a woman. Defendants intentionally withheld the  
7 identity of Michael Lucas, Lucas Entertainment and Lucas Distribution from Plaintiff when they  
8 contracted to rent the Property.

9           30. Defendant’s misrepresentations were material. Plaintiff would have been entitled  
10 to additional money for commercial use of the Property. Moreover, Plaintiff would not have  
11 permitted the filming of a gay pornographic movie on the Property.

12           31. Defendants knew the misrepresentations were false—defendants knew the  
13 purpose for which they were renting the Property was to film gay pornographic movies.  
14 Defendants deliberately withheld that purpose from the Plaintiff in order to gain access to the  
15 Property.

16           32. Plaintiff relied on Defendants’ assertions when she agreed to rent the Property to  
17 Анна Трейвас. Plaintiff would not have agreed to rent the Property for the purposes of filming  
18 pornographic movies.

19           33. Plaintiff’s reliance was justifiable. Defendants made the false, misleading  
20 statements directly to Plaintiff for the purpose of inducing her into renting them the Property.  
21 Defendants specifically stated that they were “a group of friends meeting for a quick summer  
22 vacation.” Defendants intended that Plaintiff rely on their false statements.

23           34. As a result of Plaintiff relying on Defendants’ misrepresentations, Plaintiff  
24 suffered damages. Plaintiff suffered damages (in an amount to be determined at trial) as a result  
25 of the Property being rented by Defendants for the purpose of filming a gay pornographic movie.

26           35. Plaintiff seeks punitive damages based on fraud and malice. Defendants  
27 intentionally concealed a material fact when they withheld the fact that they were renting the  
28

1 Property for the purposes of filming a pornographic movie. Moreover, Defendant’s affirmatively  
2 stated they were renting the Property for vacation purposes.

3 **SECOND CAUSE OF ACTION**

4 **(All Defendants)**

5 **Conversion**

6 36. Plaintiff incorporates by reference as though set forth in full paragraphs 1 through  
7 35.

8 37. Plaintiff had a right of possession over the tangible personal property contained  
9 within the Property. The tangible property located within the Property belongs to Plaintiff.

10 38. Plaintiff’s right of possession of the tangible property was interfered with when  
11 Defendant intentionally assumed dominion and control over the tangible property in a manner  
12 inconsistent with Plaintiff’s rights. Defendant had permission to use Plaintiff’s property the  
13 manner in which it was intended. Defendant did not have permission to contaminate Plaintiff’s  
14 property with fecal matter, urine and semen. Plaintiff has a right not to have her property  
15 contaminated with bodily fluids. Defendants’ deliberate introduction of contaminants to  
16 Plaintiff’s property—rendering the property unusable—is inconsistent with this right.

17 39. Defendants’ assumption of dominion and control caused damage to Plaintiff’s  
18 property, so substantially, as to require Defendants to compensate Plaintiff the full value of the  
19 property. The property is so contaminated with fecal matter, urine and semen, as to render the  
20 property valueless to the Plaintiff.

21 40. Plaintiff seeks punitive damages. Defendants acted with malice when they  
22 knowingly and intentionally acted in such a way that was certain to render Plaintiff’s property  
23 valueless.

24 **THIRD CAUSE OF ACTION**

25 **(All Defendants)**

26 **Negligent Interference with a Prospective Economic Advantage**

27 41. Plaintiff incorporates by reference as though set forth in full paragraphs 1 through  
28 40.



1 42. Plaintiff regularly engaged, and does engage, in contracting to rent the Property  
2 for profit. Plaintiff has an ongoing prospective business relationship with future renters of the  
3 Property.

4 43. As a renter of the Property, Defendants owed Plaintiff a duty of care. Defendants  
5 contacted Plaintiff through Airbnb<sup>®</sup>, and therefore, were aware that the Property was regularly  
6 rented. It was foreseeable that Defendants' actions would interfere with Plaintiff's ability to rent  
7 the Property. Defendant knew, or should have known, that their actions—introducing  
8 contaminants to the Property—would have a direct impact on Plaintiff's business. Defendants  
9 knew or should have known that Plaintiff would have to decontaminate the Property and the  
10 decontamination process would interfere with Plaintiff's ability to rent the Property.

11 44. Defendants wrongfully interfered with Plaintiff's prospective business  
12 relationships when Defendants engaged in the business of filming gay pornographic movies on  
13 the property causing physical damage to the Property and the personal property within the  
14 Property. Defendants contaminated the Property with semen, fecal matter and urine.

15 45. As a result of Defendants wrongful conduct, Plaintiff was unable to make the  
16 Property available as a rental for several periods of time, in order to have the property  
17 professionally cleaned and to repair damages caused by Defendants.

18 **FOURTH CAUSE OF ACTION**

19 **(All Defendants)**

20 **Negligence**

21 46. Plaintiff incorporates by reference as though set forth in full paragraphs 1 through  
22 45.

23 47. At all times herein mentioned, Lucas, was the agent and employee of each of the  
24 remaining defendants and was at all times herein mentioned acting within the scope of said  
25 agency and employment.

26 48. Defendants, Lucas Entertainment and Lucas Distribution, are, and were at all  
27 times mentioned, corporations duly organized and existing under the laws of the States of  
28 Delaware and New York.

1 49. During the period of August 11, 2015 through August 16, 2015, Defendants,  
2 negligently, carelessly, recklessly and unlawfully breached their duty of due care when they  
3 acted unreasonably, causing damage to Plaintiff's personal property.

4 50. Defendants had a duty to use due care with Plaintiff's property when Defendants  
5 entered the Property on August 11, 2015.

6 51. Defendants breached that duty of care when they used the Property as a movie set,  
7 filming a pornographic movie for profit. Defendants failed to take reasonable precautions in  
8 order to prevent damages to Plaintiff's personal property contained within the Property.

9 52. As a result of Defendant's lack of due care, Plaintiff has suffered damages when  
10 Plaintiff's personal property became contaminated and stained with fecal matter, urine and  
11 semen.

12 53. Plaintiff suffered damages because the cleaning of the Property interfered with  
13 her ability to rent the property. Plaintiff's personal property was damaged/destroyed by  
14 Defendants' actions. The Property was damaged and needed cleaning and repairs in order to put  
15 the Property in the same or similar condition it was in before Defendants rented the Property.

16 **FIFTH CAUSE OF ACTION**

17 **(All Defendants)**

18 **Trespass to Land**

19 54. Plaintiffs incorporate by reference as though set forth in full paragraphs 1 through  
20 53.

21 55. Defendants entered the Property and remained in control of the Property from  
22 August 11, 2015 until August 16, 2015.

23 56. Defendants entered the Property with consent to use the Property for vacation  
24 purposes. Defendants acquired this consent to access the Property by making fraudulent and  
25 intentional misrepresentations of material facts. Defendants had permission to access the  
26 Property for vacation purposes only. Defendants did not have consent to use the Property for  
27 commercial purposes. Defendants were aware they did not have consent to use the Property for  
28 commercial purposes.

1 57. Defendants exceeded their scope of entry when they used the Property for  
2 commercial—not vacation—purposes. The use of the Property for the purpose of filming a gay  
3 pornographic film, for profit, exceeded the permitted use of the premises.

4 58. Defendants committed a wrongful act in excess of the authority granted to them  
5 by Plaintiff. Any consent that may have been given to Defendants by Plaintiff was cancelled out  
6 because Defendants committed a wrongful act in excess of the authorized entry.

7 59. Defendants knowingly and purposefully exceeded the scope of their authorized  
8 entry. Plaintiff is seeking damages as well as an injunction preventing the distribution of the  
9 images obtained while unlawfully possessing the Property.

10 60. Defendants trespassed when they exceeded the permitted use of the Property. The  
11 continued presence of contaminants on the property, wrongfully introduced there by Defendants,  
12 while trespassing, constitutes a continuing trespass.

13 **SIXTH CAUSE OF ACTION**

14 **(All Defendants)**

15 **Breach of Contract – General**

16 61. Plaintiff incorporates by reference as though set forth in full paragraphs 1 through  
17 60.

18 62. Defendants, using the name Анна Трейвас, entered into a written contract with  
19 Airbnb® and Kristina Knapic for the rental of the Property. Plaintiff offered the Property for rent  
20 at a daily rate of \$1095 using the Airbnb® website. The “House Rules” of this listing provided  
21 that guests would leave “the vacation rental clean.” Plaintiff’s listing is attached hereto as  
22 Exhibit A. On July 10, 2015, Анна Трейвас sent a written communication to Plaintiff, through  
23 Airbnb®, requesting to rent the Property for “a quick summer vacation” from August 11, 2015  
24 until August, 16, 2015. Defendants’ offer is attached hereto as Exhibit B. Through Airbnb®,  
25 Plaintiff accepted Defendant’s offer. Plaintiff turned possession of the property over to a person  
26 she believed to be Анна Трейвас’s brother in law—but was actually Michael Lucas. Defendants  
27 paid Airbnb® for the use of the Property. Proof of payment is attached hereto as Exhibit C.  
28

1 63. Plaintiff fully performed under the contract. The Property was made available to  
2 Defendants according to the terms set forth in the contract.

3 64. Defendants breached the contract when they used the Property for commercial  
4 purposes. They further breached the contract when they damaged the Property and did not leave  
5 the Property clean.

6 65. As a result of Defendants’ breach, Plaintiff has suffered damages in an amount to  
7 be proven at trial.

8 **Breach of Contract – Terms of Use Agreement**

9 66. During the process of securing rental of the Property for the period stated above,  
10 Defendants and Plaintiff agreed to Airbnb®’s Terms of Service Agreement (“TSA”). Both  
11 Defendants and Plaintiff were intended beneficiaries of the TSA entered into with Airbnb®, as  
12 the purpose of the TSA is not only to protect the interests of Airbnb, but its property owners and  
13 property guests as well. The TSA is attached hereto as Exhibit D.

14 67. Plaintiff fully performed under this contract.

15 68. Defendants breached the TSA. In the TSA, Defendants agreed that they would be  
16 responsible for leaving the Property in the condition it was when Defendants arrived.  
17 Defendants left the Property damaged. The Property was not in the same condition as when  
18 Defendants arrived.

19 69. The TSA, provides that Defendants will only have license to enter the Property in  
20 accordance with the Defendants agreement with Plaintiff. Plaintiff agreed to give license to  
21 Defendants to enter the property for vacation purposes. Defendants used the property for  
22 commercial purposes.

23 70. Plaintiff suffered damages as a result of Defendants’ breach in an amount to be  
24 proven at trial.

25 **SEVENTH CAUSE OF ACTION**

26 **(All Defendants)**

27 **Unjust Enrichment/Quasi-Contract**

1 71. Plaintiff incorporates by reference as though set forth in full paragraphs 1 through  
2 70.

3 72. Defendants received the benefit of commercial use the Property for the period of  
4 August 11, 2015 through August 16, 2015.

5 73. Plaintiff did not receive compensation for the commercial use of the Property.  
6 Defendants paid Plaintiff a lesser amount for non-commercial property use.

7 74. Defendants committed a wrongful act when they asserted to Plaintiff that their  
8 intended use of the Property was for vacation (non-commercial) purposes. It would be unjust for  
9 Defendant to receive the benefit of commercial use of the Property without paying commercial  
10 rental rates to Plaintiff for Defendants' commercial use of the Property.

11 **VI. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs respectfully pray that this Court grant the following relief:

13 **FOR THE FIRST OF ACTION:**

- 14 1. For compensatory damages;
- 15 2. For consequential damages;
- 16 3. For emotional distress damages;
- 17 4. Restitution;
- 18 5. Injunctive relief; and
- 19 6. For punitive damages.
- 20 7. All damages according to proof, in a sum to be determined at time of trial.

21 **FOR THE SECOND CAUSE OF ACTION:**

- 22 1. For compensatory damages;
- 23 2. For emotional distress;
- 24 3. Injunctive relief; and
- 25 4. For punitive damages.
- 26 5. All damages according to proof, in a sum to be determined at time of trial.

27 **FOR THE THIRD CAUSE OF ACTION:**

- 28 1. For economic damages, including lost profits;

- 1           2.     For damages for injury to personal property; and  
2           3.     Injunctive relief.  
3           4.     All damages according to proof, in a sum to be determined at time of trial.

4     **FOR THE FOURTH CAUSE OF ACTION:**

- 5           1.     For compensatory damages.  
6           2.     All damages according to proof, in a sum to be determined at time of trial.

7     **FOR THE FIFTH CAUSE OF ACTION:**

- 8           1.     For compensatory damages;  
9           2.     For emotional distress;  
10          3.     For punitive damages;  
11          4.     For statutory double and treble damages;  
12          5.     Injunctive relief; and  
13          6.     For Attorneys' fees.  
14          7.     All damages according to proof, in a sum to be determined at time of trial.

15    **FOR THE SIXTH CAUSE OF ACTION:**

- 16          1.     For compensatory damages;  
17          2.     For restitution; and  
18          3.     Injunctive relief.  
19          4.     All damages according to proof, in a sum to be determined at time of trial.

20    **FOR THE SEVENTH CAUSE OF ACTION:**

- 21          1.     For restitution.  
22          2.     All damages according to proof, in a sum to be determined at time of trial.

23

24    Dated: November 11, 2015

**LAW OFFICES OF JOHN J. THYNE III**

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By: \_\_\_\_\_  
Lacy L. Taylor  
Attorney for Plaintiff, Kristina Knapic

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**JURY DEMAND**

Plaintiff demands a trial by Jury for all issues which may be so resolved.

Dated: November 11, 2015

**LAW OFFICES OF JOHN J. THYNE III**

By: \_\_\_\_\_  
Lacy L. Taylor  
Attorney for Plaintiff, Kristina Knapic