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Superior Court Of California
County Of Los Angeles

OCT 14 2014

Sherri R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

KESHA ROSE SEBERT, an individual,

Plaintiff,

v.

LUKASZ SEBASTIAN GOTTWALD, a/k/a DR. LUKE, an individual; KASZ MONEY, INC., a New York corporation; PRESCRIPTION SONGS, LLC, d/b/a WHERE DA KASZ AT?, a California limited liability company; KEMOSABE ENTERTAINMENT, LLC, a California limited liability company; KEMOSABE RECORDS, LLC, a Delaware limited liability company; and DOES 1-25, inclusive,

Defendants.

CASE NO. BC 560466

COMPLAINT FOR DAMAGES

1. SEXUAL ASSAULT AND BATTERY;
2. SEXUAL HARASSMENT (Cal. Civ. Code § 51.9);
3. GENDER VIOLENCE (Cal. Civ. Code § 52.4);
4. CIVIL HARASSMENT (Cal. Code Civ. Proc. § 527.6);
5. VIOLATION OF CALIFORNIA'S UNFAIR BUSINESS LAWS (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
7. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS; and
8. NEGLIGENT RETENTION AND SUPERVISION

Unlimited Civil Case

DEMAND FOR JURY TRIAL

Plaintiff KESHA ROSE SEBERT alleges as follows:

INTRODUCTION

1. Plaintiff Kesha Rose Sebert is a recording artist known by the stage name "Ke$ha."

2. At eighteen years old, Ms. Sebert was induced by Defendant Lukasz Sebastian Gottwald (a.k.a. "Dr. Luke"), a successful music producer, to drop out of high school, leave behind her family, home, and life in Nashville, Tennessee, and come to Los Angeles to pursue a glamorous career in the music industry.

3. For the past ten years, Dr. Luke has sexually, physically, verbally, and emotionally abused Ms. Sebert to the point where Ms. Sebert nearly lost her life. Dr. Luke abused Ms. Sebert in order to destroy her self-confidence, self-image, and self-worth so that he could maintain complete control over her life and career.

4. Dr. Luke's corporate business entities, Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, have taken no action against him, have engaged in efforts to cover up his conduct, and have continued their business relationships with him despite knowledge of his despicable conduct. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC have ratified Dr. Luke's unlawful conduct.

5. Defendants' conduct has and continues to put Ms. Sebert's life at risk.

THE PARTIES

6. Plaintiff Kesha Rose Sebert is an individual and resident of the County of Los Angeles, State of California.

7. Plaintiff is informed and believes, and based thereon alleges, that Defendant Lukasz Sebastian Gottwald (a.k.a "Dr. Luke"), is, and was at all relevant times, an individual and resident of the County of Los Angeles, State of California. Dr. Luke is a successful music producer, owner of the music production company, Kasz Money, Inc., owner of the music publishing company, Prescription Songs, LLC, owner of the company Kemosabe Entertainment, LLC, and the Chief Executive Officer ("CEO") of the major music record

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label, Kemosabe Records, LLC. Ms. Sebert is a recording artist under agreement with Kasz Money, Inc. and signed to the record label Kemosabe Records, LLC. Ms. Sebert is also under agreement as a songwriter with Prescription Songs, LLC.

8. Plaintiff is informed and believes, and based thereon alleges, that Defendant Kasz Money, Inc. is a New York corporation with its principal place of business in the County of Los Angeles, State of California. Kasz Money, Inc. is a music production company, founded and wholly owned by Dr. Luke. The production company furnishes the services of recording artists to major music record labels such as Kemosabe Records, LLC. Ms. Sebert is under contract as a music recording artist with Kasz Money, Inc., which in turn holds an agreement with Kemosabe Records, LLC to exclusively furnish music recording services to Kemosabe Records, LLC, including the services of Ms. Sebert. Dr. Luke is the primary individual responsible for the success and operation of Kasz Money, Inc. and his actions were done with the assistance, approval, and ratification of the other defendants.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Prescription Songs, LLC, d/b/a Where Da Kasz At?, is a California limited liability company with its principal place of business in the County of Los Angeles, State of California. Prescription Songs, LLC is a music publishing company founded and wholly owned by Dr. Luke. Ms. Sebert is under contract as a songwriter with Prescription Songs, LLC. Dr. Luke is the primary individual responsible for the success and operation of Prescription Songs, LLC and his actions were done with the assistance, approval, and ratification of the other defendants.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant Kemosabe Entertainment, LLC is a California limited liability company with its principal place of business in the County of Los Angeles, State of California. Kemosabe Entertainment, LLC is a company involved in the recorded music industry, founded and wholly owned by Dr. Luke. Dr. Luke is the primary individual responsible for the success and operation of Kemosabe Entertainment, LLC and his actions were done with the assistance, approval, and ratification of the other defendants.

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11. Plaintiff is informed and believes, and based thereon alleges, that Defendant Kemosabe Records, LLC is a Delaware limited liability company with its principal place of business in the County of Los Angeles, State of California. Dr. Luke is the current CEO of Kemosabe Records, LLC. As is common practice within the music recording industry, Ms. Sebert and Kemosabe Records, LLC are parties to a separate inducement letter which acknowledges Ms. Sebert's exclusive recording services to Kemosabe Records, LLC, based on the agreement between Kemosabe Records, LLC and Kasz Money, LLC. Dr. Luke is the primary individual responsible for the success and operation of Kemosabe Records, LLC and his actions were done with the assistance, approval, and ratification of the other defendants.

12. Defendants DOES 1 through 25, inclusive, are sued herein under fictitious names because their true names and capacities are unknown to Plaintiff at this time. When their true names and capacities are ascertained, Plaintiff will amend this Complaint, inserting their true names and capacities herein.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, each of the defendants, including all defendants sued under fictitious names, was an agent and/or employee of each of the remaining defendants and/or was acting in concert with the other defendants, and in doing the things hereinafter alleged, was acting within the course and scope of this agency and/or employment, and whose actions were ratified by each of the defendants.

VENUE AND JURISDICTION

14. The acts that caused Plaintiff's damages as alleged herein primarily occurred in the County of Los Angeles within the jurisdiction of the Superior Court of Los Angeles County. Additionally, one or more of the defendants reside in the County of Los Angeles and conduct business in the County of Los Angeles within the jurisdiction of the Superior Court of Los Angeles County.

15. This Court has jurisdiction over the present matter because, as delineated within this Complaint, the nature of the claims and amounts in controversy meet the requirements for the unlimited jurisdiction in the Superior Court of Los Angeles County.

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STATEMENT OF FACTS

KESHA ROSE SEBERT FROM NASHVILLE, TENNESSEE

16. Plaintiff Kesha Rose Sebert grew up in Nashville, Tennessee. At eighteen years old, she was an intelligent, family-oriented, and joyful young woman. Ms. Sebert was enrolled in the prestigious International Baccalaureate (IB) program at her high school, audited classes at the nearby university, and had nearly perfect SAT scores. Ms. Sebert excelled academically and had a bright future ahead of her.

17. Defendant Lukasz Sebastian Gottwald (a.k.a. "Dr. Luke"), a music producer, met Ms. Sebert and immediately recognized her musical talents. He pursued Ms. Sebert and showered her with promises of fame and fortune. He eventually convinced eighteen year-old Ms. Sebert to drop out of high school, leave her life behind, and move to Los Angeles, California in order to pursue what Dr. Luke represented would be a glamorous music career under his auspices. In 2005, shortly after Ms. Sebert had turned eighteen, Dr. Luke signed her to his music production company.

DR. LUKE'S ABUSIVE BEGINNINGS WITH MS. SEBERT

18. Upon arriving in Los Angeles, Ms. Sebert soon realized that Dr. Luke was not the mentor he represented himself to be and the opportunities were not what he had promised they would be. Dr. Luke was preoccupied with the careers of other artists, those who were more high profile and lucrative. Dr. Luke provided no time, guidance, or support for Ms. Sebert's music career, ultimately leaving her career to languish.

19. A far cry from a mentor, Dr. Luke displayed despicable conduct in front of Ms. Sebert. Specifically, Dr. Luke would boast and brag to Ms. Sebert about how he liked to take girls out on a first date, get them as drunk as possible, and "fuck them in the ass."

20. When Dr. Luke's wife became pregnant, he demanded that she get an abortion, and tried to blackmail her into an abortion by not speaking to her for six months and threatening to leave her if she refused an abortion. While his wife was pregnant and he was demanding an abortion, Dr. Luke would go out to parties at nightclubs and engage in explicit sexual activities with other females, including performing digital penetration on women in

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public at these clubs. Dr. Luke's conduct and statements about this conduct to Ms. Sebert were designed to intimidate and torment the young Ms. Sebert and to desensitize her so that Dr. Luke could eventually engage in the same type of despicable and prurient conduct with Ms. Sebert.

21. Soon after moving to Los Angeles, Dr. Luke began to violently abuse the young Ms. Sebert, who was now uprooted from her hometown, isolated from her family and friends, and alone in Los Angeles. Dr. Luke continuously made sexual advances towards Ms. Sebert. He forced Ms. Sebert to take drugs and alcohol in order to take advantage of her sexually while she was intoxicated. Ms. Sebert later found out that the "Dr." in the pseudonym "Dr. Luke" stemmed from Dr. Luke dealing drugs to entertainers during his ten-year tenure as a guitarist in the Saturday Night Live band.

22. Dr. Luke sexually, physically, and verbally abused Ms. Sebert for a decade in order to make her feel completely worthless and maintain complete control over her life. On one occasion, Dr. Luke forced Ms. Sebert to snort an illicit drug before they were scheduled to take a flight. Once on the plane, Dr. Luke continuously forced himself on Ms. Sebert while she was intoxicated and drugged. Ms. Sebert was in such an intoxicated state on the plane that she vomited on herself during the flight.

23. On another occasion, after forcing Ms. Sebert to drink with him, Dr. Luke instructed Ms. Sebert to take what he described as "sober pills" in order for her to sober up. Ms. Sebert took the pills and woke up the following afternoon, naked in Dr. Luke's bed, sore and sick, with no memory of how she got there. Ms. Sebert immediately called her mother and made a "fresh complaint," telling her that she was naked in Dr. Luke's hotel room, she did not know where her clothes were, that Dr. Luke had raped her, and that she needed to go to the emergency room. Ms. Sebert later learned that the "sober pills" Dr. Luke had given her were actually a form of gamma-hydroxybutyrate (GHB), more commonly known as the date rape drug, allowing him to bring Ms. Sebert back to his hotel room alone and rape her while she was unconscious.

24. Dr. Luke repeatedly threatened that if she ever told anyone about these abusive

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incidents, he would destroy both Ms. Sebert and her entire family. Specifically, after he drugged and raped Ms. Sebert, Dr. Luke took her down to the beach alone to "have a talk" with her. He threatened that if she ever mentioned the rape to anyone, he would shut her career down, take away all her publishing and recording rights, and otherwise destroy not only her life but her entire family's lives as well. He also threatened her and her family's physical safety. Ms. Sebert wholly believed that Dr. Luke had the power and money to carry out his threats; she therefore never dared talk about, let alone report, what Dr. Luke had done to her.

25. Ms. Sebert endured years of unrelenting abuse at the hands of Dr. Luke. After a while, Dr. Luke made her feel that she deserved to be treated this way and it was her fault for forcing him to behave like he did. The constant abuse became the norm in Ms. Sebert's life.

MS. SEBERT BEGINS HER RECORDING CAREER

26. In late 2008, Ms. Sebert believed that she was finally getting her big break. Dr. Luke needed a female vocalist for the song "Right Round" which he was working on with the recording artist Flo Rida. He enlisted Ms. Sebert for the female vocals and "Right Round" became an international hit, as well as number one on the Billboards charts in the United States in 2009. Despite Ms. Sebert's contribution to the song, Dr. Luke left her un-credited on the song. Ms. Sebert has never been compensated for her contribution to "Right Round."

27. In 2010, Ms. Sebert's debut album, *Animal*, was released. The album was a huge success, and in the same year, it was certified "platinum" for having sold over a million copies within the United States. Her debut single, "Tik Tok," received multi-platinum certification in over a dozen countries. Having gained international recognition, Ms. Sebert, or rather, Ke$ha, soon became a household name.

DR. LUKE'S CONTINUED ABUSE AND CONTROL OVER MS. SEBERT

28. Despite Ms. Sebert's hard work and success, Dr. Luke continued to drill into her how worthless she was and how inferior she was compared to the other recording artists

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he works with. He constantly insulted her songwriting, vocals, clothing, body, and appearance, as being far below his standards, as well as "Hollywood standards."

29. Nevertheless, due to Ms. Sebert's growing success, Dr. Luke recognized that he could continue to use her not only for his sexual interests but also for substantial financial gain. He would tell Ms. Sebert that she was nothing but his pawn, and if she did not obey his orders, that he would end her career.

30. Dr. Luke constantly made false promises to Ms. Sebert, such as promises to renegotiate her contract after her first album was released. Dr. Luke was well-aware that it is customary in the music industry to renegotiate the terms of a new artist agreement when that artist becomes a success, especially when an artist gained the platinum level success that Ms. Sebert had on her first album. Yet, despite promising to do so for over one and a half years, Dr. Luke always refused to sign the renegotiated contract at the last minute, blaming it on Ms. Sebert or her family's actions for his unwillingness to sign. Dr. Luke's failure to carry out his promises to renegotiate and improve the terms of Ms. Sebert's contract is inconsistent with the industry standard and was done merely to exert his control over Ms. Sebert, manipulate her, and undermine her self-esteem. To date, Dr. Luke has not provided Ms. Sebert the benefit of the improved terms he promised for her second album, *Warrior*, such as increased artist advances and royalties customary for a platinum-selling artist.

31. Dr. Luke sought to shatter Ms. Sebert's self-confidence so that she would remain under his control. Dr. Luke consistently bombarded Ms. Sebert with insults such as:

(a) "You are not that pretty, you are not that talented, you are just lucky to have me."

(b) "I don't give a shit if you don't want to sing it, get in there and do it."

(c) "Did you go party last night because you sound like shit."

(d) "Go finish the song so I can buy a yacht."

(e) "There are a million other girls out there like you."

(f) "You are nothing without me."

32. Dr. Luke cruelly and incessantly criticized Ms. Sebert's weight, including

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blatantly doing so in front of other people purely to humiliate Ms. Sebert. He repeatedly instructed her to stop eating and lose weight. Dr. Luke would call Ms. Sebert a "fat fucking refrigerator."

33. Dr. Luke fully controlled the content of Ms. Sebert's albums. Dr. Luke refused to include any lyrics, songs, or content he disapproved of, irrespective of Ms. Sebert's feelings on the matter. In the same token, he forced Ms. Sebert to sing lyrics and songs that she did not wish to include in her albums. He told her that regardless of what she did, he would just edit the songs in a way that would make it appear as though Ms. Sebert had sung the lyrics herself. He unilaterally released Ms. Sebert's songs from her albums as singles on the radio without her knowledge, consent, or input. In addition to holding exclusive control of her music recording services, Dr. Luke also coerced Ms. Sebert into a one-sided contract with his music publishing company, Prescription Songs, LLC, to exclusively control her services as a songwriter. Dr. Luke would threaten Ms. Sebert that he would take away her publishing rights to her own songs if she refused to follow his orders. Ms. Sebert had no say and no control over any aspect of her life where Dr. Luke was involved.

34. Dr. Luke also constantly made threats regarding Ms. Sebert's family in order to torture her as part of his emotional abuse. He would force her to obey his orders, or else threaten to take Ms. Sebert's songwriting partner, her mother, off of Ms. Sebert's songs and albums. Dr. Luke also forced himself into an executive role on Ms. Sebert's reality television series, which was created by Ms. Sebert's brother. Dr. Luke extorted money from the show and from Ms. Sebert's brother by threatening to block the rights to and/or to remove the show from the air if he was not paid the amounts he desired. Dr. Luke even threatened to put down Ms. Sebert's dog if the dog came near him during a recording session.

35. At one point, during a meeting at his Malibu house, Dr. Luke attacked Ms. Sebert with these threats, screaming and violently thrashing his arms at her. He physically backed Ms. Sebert into a corner, where she curled up into a ball, crying and fearing for her life. In a frightened and frantic attempt to escape, Ms. Sebert fled Dr. Luke's house barefoot,

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ran down Pacific Coast Highway over rocks and broken glass on the ground, climbed up the nearby mountains, and hid there so that Dr. Luke would not be able to find her.

36. Dr. Luke warned Ms. Sebert that "strike one" was when she hired a manger other than the one he had picked out for her, and that "strike two" was when Ms. Sebert held out from recoding her second album so that Dr. Luke would carry out his promise to sign the renegotiated contract. Ms. Sebert was terrified that revealing the truth about Dr. Luke would be her final strike.

37. Not only did Dr. Luke commit heinous acts against Ms. Sebert for a decade, but Dr. Luke repeatedly threatened that if she ever told anyone about these incidents, he would shut her career down, take away all her publishing and recording rights, and otherwise destroy not only her life but her entire family's lives as well. He threatened to harm Ms. Sebert and her entire family's careers as well as their physical safety. Ms. Sebert wholly believed that Dr. Luke had the power and money to carry out his threats and she felt she was unable to protect herself or her family. Broken, damaged, and traumatized by the constant abuse and the threats of financial ruin and physical harm to her and family, Ms. Sebert never dared talk about, let alone report, Dr. Luke's abusive and illegal acts.

38. As a result, Ms. Sebert lived in constant fear of Dr. Luke. She lived in a prison of his abuse and was terrified of speaking, messaging, tweeting, or doing anything at all that he might disapprove of in the event that he would later use it against her to torture her and her family, as he had done so many times before. Dr. Luke used the suffocating control he had over Ms. Sebert to trap her into long-term contracts which were one-sided, extortive, and devastating to her health, sanity, and career.

MS. SEBERT'S CURRENT LIFE-THREATENING STATE

39. The continuous and ongoing years of sexual, physical, verbal, and emotional abuse and harassment at the hands of Dr. Luke took their toll on Ms. Sebert, who was forced to seek emergency medical help. In January 2014, Ms. Sebert entered a rehabilitation treatment center in Illinois to save her life.

40. Beyond the physical and emotional wounds, Dr. Luke's abuse had caused Ms.

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Sebert to suffer from bulimia nervosa, an eating disorder which causes a person to binge eat a large amount of food, only to later vomit the food or perform excessive exercise in an attempt to avoid gaining weight. Doctors at the facility told Ms. Sebert and her family that her blood pressure and sodium levels were similar to levels found in patients following a heart attack or stroke. Doctors found that Ms. Sebert suffered from psychological effects caused by Dr. Luke's abuse, including severe depression, post-traumatic stress, social isolation, and panic attacks. The psychological effects of the repeated abuse suffered were continuous and ongoing as Ms. Sebert was constantly reminded of the abuse by having to continue to be around Dr. Luke and his unrelenting emotional and psychological abuse.

41. The doctors concluded that Dr. Luke had physically and psychologically damaged Ms. Sebert to the point where continuing such contact would be "life threatening" to Ms. Sebert. After spending over two months in the rehab center, Ms. Sebert was released to her family in March 2014.

42. Ms. Sebert continues to be under Dr. Luke's physical and contractual control and remains obligated to collaborate with him despite the present, and clinically diagnosed, threat he poses to her life. Despite her recording success, she is unable to receive any meaningful profit from her work due to Dr. Luke's exploitation of her over the last decade. Ms. Sebert is terrified to even attempt to take control of her intellectual property and her recording career, due to years of working under Dr. Luke's physical and psychological abuse and threats. She is terrified that Dr. Luke will continue to exploit her physically and professionally.

43. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ("Defendants") as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, as well as the public. Defendants' failure to take action against Dr. Luke has, and continues to, jeopardize Ms. Sebert's life.

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44. Defendants were aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert. Defendants failed to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

45. Despite knowledge of Dr. Luke's abuse and exploitation of Ms. Sebert, Defendants have taken no action against Dr. Luke. Rather, Defendants have ratified Dr. Luke's unlawful conduct by covering up his actions and forcing Ms. Sebert to continue to work with him despite his abusive behavior.

FIRST CAUSE OF ACTION

SEXUAL ASSAULT AND BATTERY

(Plaintiff against all Defendants)

46. Plaintiff incorporates all preceding paragraphs herein by reference.

47. Defendant Lukasz Sebastian Gottwald (a.k.a. "Dr. Luke") engaged in a sexual assault and battery on Plaintiff with the intent to cause harmful and offensive contact with intimate parts of Plaintiff's body. As described above, Dr. Luke engaged in harmful and offensive contact by sexually abusing, touching, kissing, intoxicating, and drugging Plaintiff without her consent, and by having sexual intercourse with Plaintiff while she was unconscious.

48. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite

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knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

49. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action against Dr. Luke and instead, acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, as well as the public.

50. As a direct and proximate result of the tortious, unlawful, and wrongful acts and conduct of the Defendants, and each of them, and of their respective agents, servants, employees and authorized representatives as aforesaid, Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

51. The unlawful acts and practices of Defendants were reckless and willful and caused great harm to Plaintiff. Given such intentional, vexatious, fraudulent, oppressive, despicable, and malicious conduct, and the conscious disregard of Plaintiff's health, rights, and well-being, Plaintiff is entitled to recover exemplary damages sufficient to punish Defendants and to serve as an example to deter Defendants from similar conduct in the future.

SECOND CAUSE OF ACTION

SEXUAL HARASSMENT

California Civil Code § 51.9

(Plaintiff against all Defendants)

52. Plaintiff incorporates all preceding paragraphs herein by reference.

53. California Civil Code section 51.9 states:

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> (a) A person is liable in a cause of action for sexual harassment under this section when the plaintiff proves all of the following elements:
> (1) There is a business, service, or professional relationship between the plaintiff and defendant. Such a relationship may exist between a plaintiff and a person . . .
> (2) The defendant has made sexual advances, solicitations, sexual requests, demands for sexual compliance by the plaintiff, or engaged in other verbal, visual, or physical conduct of a sexual nature or of a hostile nature based on gender, that were unwelcome and pervasive or severe.
> (3) There is an inability by the plaintiff to easily terminate the relationship.
> (4) The plaintiff has suffered or will suffer economic loss or disadvantage or personal injury, including, but not limited to, emotional distress or the violation of a statutory or constitutional right, as a result of the conduct described in paragraph (2).

54. Dr. Luke was in a business, service, or professional relationship with Ms. Sebert where there was an inability by Ms. Sebert to easily terminate the relationship due to her contractual obligations to Dr. Luke and his years of abuse and control over her.

55. As described above, Dr. Luke made sexual advances, solicitations, sexual requests, and demands for sexual compliance by Ms. Sebert, and engaged in other verbal, visual, and physical conduct of a sexual and hostile nature based on gender that were unwelcome by Ms. Sebert and pervasive and severe.

56. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

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57. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action against Dr. Luke and instead, acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, as well as the public.

58. As a direct and proximate result of the tortious, unlawful and wrongful acts and conduct of the Defendants, and each of them, and of their respective agents, servants, employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

59. In engaging in the conduct as hereinabove alleged, Defendants acted with malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an assessment of punitive damages in an amount sufficient to punish Defendants and deter others from engaging in similar conduct.

60. Defendants' conduct will continue to cause great and irreparable injury to Plaintiff, who has no adequate remedy at law for the injuries that she is currently suffering and will suffer from Defendants' continued sexual harassment. Injunctive relief is thus necessary and proper.

61. Plaintiff is entitled to an award of attorneys' fees against Defendants pursuant to California Civil Code section 52.

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THIRD CAUSE OF ACTION

GENDER VIOLENCE

California Civil Code § 52.4

(Plaintiff against all Defendants)

62. Plaintiff incorporates all preceding paragraphs herein by reference.

63. California Civil Code section 52.4 states that gender violence is "a form of sex discrimination" and includes any of the following:

> (1) One or more acts that would constitute a criminal offense under state law that has as an element the use, attempted use, or threatened use of physical force against the person or property of another, committed at least in part based on the gender of the victim, whether or not those acts have resulted in criminal complaints, charges, prosecution, or conviction. [or]
> (2) A physical intrusion or physical invasion of a sexual nature under coercive conditions, whether or not those acts have resulted in criminal complaints, charges, prosecution, or conviction.

64. At all times herein mentioned, an employment, business, service and/or professional relationship existed between Plaintiff and Defendants.

65. Defendants wrongfully deprived the Plaintiff of her right to be free from any use of physical force, violence, or intimidation by threat of violence or use of physical force, committed against her person because of her sex and/or gender in violation of California Civil Code section 52.4. Plaintiff is informed and believes, and thereon alleges, that Plaintiff's gender was a motivating factor in Defendants' unlawful treatment of her and that Defendants' unlawful acts were committed at least in part based on Plaintiff's gender.

66. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording

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artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

67. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, as well as the public.

68. As a direct and proximate result of the tortious, unlawful and wrongful acts and conduct of the Defendants, and each of them, and of their respective agents, servants, employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

69. In engaging in the conduct as hereinabove alleged, Defendants acted with malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an assessment of punitive damages in an amount sufficient to punish Defendants and deter others from engaging in similar conduct.

70. Defendants' conduct will continue to cause great and irreparable injury to Plaintiff, who has no adequate remedy at law for the injuries that she is currently suffering and will suffer from Defendants' continued sexual harassment. Injunctive relief is thus necessary and proper.

71. Plaintiff is entitled to an award of statutory fees and attorneys' fees against Defendants pursuant to California Civil Code section 52.4(a).

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FOURTH CAUSE OF ACTION

CIVIL HARASSMENT

California Code of Civil Procedure § 527.6

(Plaintiff against all Defendants)

72. Plaintiff incorporates all preceding paragraphs herein by reference.

73. Defendants' conduct, as described above, was "a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose," thus constituting civil harassment under California Code of Civil Procedure section 527.6(b).

74. Defendants' "course of conduct [was] such as would cause a reasonable person to suffer substantial emotional distress, and [did] actually cause substantial emotional distress to the plaintiff," as required by California Code of Civil Procedure section 527.6(b).

75. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

76. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe

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Records, LLC, as well as the public.

77. Plaintiff suffered severe emotional distress.

78. Defendants were a substantial factor in causing Plaintiff's severe emotional distress.

79. As a direct and proximate result of the tortious, unlawful, and wrongful acts and conduct of the Defendants, and each of them, and of their respective agents, servants, employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

80. In engaging in the conduct as hereinabove alleged, Defendants acted with malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an assessment of punitive damages in an amount sufficient to punish Defendants and deter others from engaging in similar conduct.

81. Defendants' conduct will continue to cause great and irreparable injury to Plaintiff, who has no adequate remedy at law for the injuries that she is currently suffering and will suffer from Defendants' continued sexual harassment. Injunctive relief is thus necessary and proper.

82. Under California Code of Civil Procedure section 527.6(r), Plaintiff is entitled to an award of the attorneys' fees she incurs to prosecute an action seeking an injunction pursuant to section 527.6.

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FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR BUSINESS LAWS

California Business and Professions Code §§ 17200 *et seq.*

(Plaintiff against all Defendants)

83. Plaintiff incorporates all preceding paragraphs herein by reference.

84. California Business and Professions Code section 17200 provides that unfair competition shall mean and include "all unlawful, unfair or fraudulent business act or practices and unfair, deceptive, untrue or misleading advertising."

85. Plaintiff is informed and believes and thereon alleges that Defendants have engaged in unfair competition in violation of California Business and Professions Code sections 17200 *et seq.* by maintaining a workplace rife with abuse, harassment, discrimination, violence, and retaliation on the basis of sex.

86. Defendants fall within the definition of "person" as set forth in California Business and Professions Code sections 17203 and 17506.

87. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

88. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action

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against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, as well as the public.

89. Such business practices are also a violation of California public policy, including but not limited to: California Constitution, article I, section 8, California wage and hour laws, Government Code sections 12900 *et seq.*, and Civil Code sections 1770 *et seq.* The maintenance of such unfair business practices allows Defendants to maintain an unfair advantage over other companies which comply with California and federal law and the public policy of the state of California.

90. The unlawful, unfair, and fraudulent business practices of Defendants described above present a continuing threat to members of the public in that Defendants have engaged and will continue to engage in the conduct described above, and members of the public are likely to be deceived when they pursue or gain employment with Defendants.

91. As a direct and proximate result of the tortious, unlawful, and wrongful acts and conduct of the Defendants, and each of them, and of their respective agents, servants, employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

92. Pursuant to California Business and Professions Code section 17203, Plaintiff seeks injunctive and declaratory relief as follows:

(a) finding that Defendants have violated the provisions of California Business and Professions Code sections 17200 *et seq.*;

(b) voiding Plaintiff's current recording agreements with Kasz Money, Inc. and Kemosabe Record, LLC, and her publishing agreement with Prescription Songs, LLC, in order to prevent Defendants from further engaging in abuse, harassment, discrimination, violence, and retaliation as described herein; and

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allowing Plaintiff to freely enter into contracts with other recording and publishing companies without interference or harassment from Defendants.

(c) enjoining Defendants and their respective successors, agents, servants, officers, directors, employees, and all other persons acting in concert with them, directly or indirectly, from engaging in any unlawful practice, policy, usage, and/or custom set forth hereinabove, which violates California Business and Professions Code sections 17200 *et seq.*

SIXTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Plaintiff against all Defendants)

93. Plaintiff incorporates all preceding paragraphs herein by reference.

94. Defendants' conduct, as described above, was extreme and outrageous and beyond the bounds of decency tolerated in a civilized society.

95. Defendants' conduct was intended to cause Plaintiff emotional distress, and Defendants acted with a reckless disregard to the probability that Plaintiff would suffer emotional distress.

96. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct, as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

97. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe

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Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, as well as the public.

98. Plaintiff suffered severe emotional distress including but not limited to the development of a severe eating disorder that threatened her life.

99. Defendants were a substantial factor in causing Plaintiff's severe emotional distress.

100. As a direct and proximate result of the tortious, unlawful, and wrongful acts and conduct of the Defendants, and each of them, and of their respective agents, servants, employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

101. In engaging in the conduct as hereinabove alleged, Defendants acted with malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an assessment of punitive damages in an amount sufficient to punish Defendants and deter others from engaging in similar conduct.

SEVENTH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(Plaintiff against all Defendants)

102. Plaintiff incorporates all preceding paragraphs herein by reference.

103. Defendants owed a duty to use reasonable care in their conduct with regard to the health, safety, and rights of Plaintiff. It was foreseeable and probable that Plaintiff would suffer severe emotional distress from Defendants' conduct.

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104. Defendants were negligent by breaching the duty of care they owed to Plaintiff when Dr. Luke repeatedly abused, harassed, insulted, and threatened Plaintiff, and Defendants were aware of such conduct by Dr. Luke and allowed it to continue.

105. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC ratified Dr. Luke's unlawful conduct as described herein by: (1) allowing Dr. Luke to continue working at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC alongside Ms. Sebert, despite being aware that Dr. Luke was abusing and exploiting Ms. Sebert, that he had a history of substance abuse problems, that he had a history of abusing and harassing women, and that he was verbally and emotionally abusive to the recording artists he worked with, including Ms. Sebert; (2) continuing to pay Dr. Luke despite knowledge of his unlawful conduct described herein; and (3) failing to report Dr. Luke's unlawful conduct at any point to any authorities within or outside of Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC.

106. Dr. Luke used Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC as vehicles for his continued torture and abuse of his recording artists, including Ms. Sebert. Defendants consciously took no action against Dr. Luke and instead, they acted to conceal Dr. Luke's conduct from those at Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, as well as the public.

107. Plaintiff suffered severe emotional distress.

108. Defendants were a substantial factor in causing Plaintiff's severe emotional distress.

109. As a direct and proximate result of the tortious, unlawful, and wrongful acts and conduct of the Defendants, and each of them, and of their respective agents, servants, employees, and authorized representatives as aforesaid, Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not

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limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

110. In engaging in the conduct as hereinabove alleged, Defendants acted with malice, fraud, and oppression and/or in conscious disregard of Plaintiff's health, rights, and well-being, and intended to subject Plaintiff to unjust hardship, thereby warranting an assessment of punitive damages in an amount sufficient to punish Defendants and deter others from engaging in similar conduct.

EIGHTH CAUSE OF ACTION

NEGLIGENT RETENTION AND SUPERVISION

(Plaintiff against Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC)

111. Plaintiff incorporates all preceding paragraphs herein by reference.

112. Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC have a duty to retain employees who are fit and competent, to supervise their employees, and to implement measures to protect third persons from the predictable and foreseeable risks posed by their employees.

113. Defendants knew, or in the exercise of reasonable diligence should have known, that Dr. Luke was incompetent and unfit to perform the duties for which he was employed, and that undue risks to persons such as Ms. Sebert would result by way of Dr. Luke's abuse of the leadership privileges and authority he was granted. Dr. Luke's conduct occurred in his capacity as head of Defendants Kasz Money, Inc., Prescription Songs, LLC, Kemosabe Entertainment, LLC, and Kemosabe Records, LLC, and was done for the benefit of these corporate defendants.

114. Defendants were negligent by breaching the duty of care by retaining and failing to supervise Dr. Luke, who had known propensities for unlawful behavior including illegal drug use, violence, abuse, harassment, and misconduct towards females and recording artists that he worked with. Dr. Luke's conduct towards Plaintiff was foreseeable because Defendants were aware of his past misconduct towards Plaintiff, females, and other

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recording artists. Defendants breached their duty of care by failing to implement measures to protect third persons from foreseeable risks, unreasonable risks of harm, and the recurrence of employee behavior of which they had prior notice. Defendants failed to terminate Dr. Luke or take any disciplinary action against him; instead, they retained him and allowed him to continue victimizing Ms. Sebert.

115. Defendants' failure to train, supervise, and terminate Dr. Luke was the direct and proximate cause of Plaintiff's injuries. Plaintiff has suffered past and future special damages and past and future general damages in an amount according to proof at trial. Plaintiff has been damaged physically, emotionally, and financially, including but not limited to suffering from pain, anxiety, depression, emotional distress, and ridicule, as well as loss of health, income, employment, and career benefits.

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PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For general and special damages in an amount to be determined at trial;
2. For pre- and post-judgment interest according to proof;
3. For injunctive and declaratory relief as to all causes of actions, and specifically:
   (a) to void Plaintiff's current recording agreements with Kasz Money, Inc. and Kemosabe Record, LLC, and her publishing agreement with Prescription Songs, LLC, in order to prevent Defendants from further engaging in abuse, violence, harassment, and exploitation.
   (b) to allow Plaintiff to freely enter into contracts with other recording and publishing companies without interference or harassment from Defendants.
4. For punitive and exemplary damages;
5. For costs of suit including reasonable attorneys' fees and statutory fees, as allowed by law; and

6. For all other relief as this Court may deem just and proper.

DATED: October 13, 2014

GERAGOS & GERAGOS, APC

By: _____
MARK J. GERAGOS
Attorneys for Plaintiff
KESHA ROSE SEBERT

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DEMAND FOR JURY TRIAL

Plaintiff KESHA ROSE SEBERT hereby demands a jury trial.

DATED: October 13, 2014

GERAGOS & GERAGOS, APC

By:_____
MARK J. GERAGOS
Attorneys for Plaintiff
KESHA ROSE SEBERT

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