

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

JANE DOES NOS. 1-46, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

PETER J. NYGARD, NYGARD INC.,  
NYGARD INTERNATIONAL  
PARTNERSHIP, AND NYGARD  
HOLDINGS LIMITED, TAN JAY  
INTERNATIONAL LTD,

Defendants.

Judge Edgardo Ramos

Case No. 1:20-cv-01288-ER

**JURY TRIAL DEMANDED**

**FIRST AMENDED CLASS ACTION COMPLAINT**

This is a civil class action for damages under the United States Federal sex trafficking statute, 18 U.S.C. §§ 1591, *et seq.* and other state and foreign laws, arising from Defendant Peter J. Nygard's ("Nygard") rape, sexual assault, sexual battery, molestation, and/or sex trafficking of Plaintiffs, Jane Does Nos. 1-46, and the other members of the Classes proposed below (the "Class"), in the United States, the Commonwealth of the Bahamas, Canada, the United Kingdom, and elsewhere around the world. Defendants (the corporate defendants are all referred to herein as the "Nygard Companies"), using interstate and foreign commerce, conspired to and did recruit, lure, and entice young, impressionable, and often impoverished children and women, with cash payments and false promises of lucrative modeling opportunities or other career opportunities to assault, rape, and sodomize them. Nygard used his considerable influence in the fashion industry, his wealth, his power through corruption of officials, and a network of company employees under his direction, to kidnap, groom and entice children and women. Defendants knew that Nygard would use means of alcohol, drugs, force, fraud, and/or other forms of coercion to rape, sexually

assault, sexually batter, molest, and/or sex traffic these children and women and, in many cases, with knowledge that they were younger than eighteen years old. Defendants knowingly benefited from, and received value for, their participation in the conspiracy and/or venture and the Nygard Companies knew, or should have known, that Nygard would rape, sexually assault, sexually batter, molest, and/or sex traffic Jane Does Nos. 1-46 and the other Class members—many of whom were under the age of eighteen.

Defendants Nygard Inc. and Nygard International Partnership (“Nygard International”), with their global headquarters near Times Square in New York City, Nygard Holdings Limited (“Nygard Holdings”), and Tan Jay International LTD (“Tan Jay”) (collectively, the “Nygard Companies”), were instrumental in knowingly aiding, abetting, facilitating, and participating in Defendants’ decades-long sex trafficking scheme, while knowing, or in reckless disregard of the fact, that Nygard would use means of force, fraud, and/or coercion, or knowing that the person had not attained the age of eighteen years, to force vulnerable children and women to engage in commercial sex acts in violation of the Trafficking Victim Protection Reauthorization Act (“TVPRA”). The Nygard Companies also knowingly conspired with Nygard to commit rape, sexual assault, molestation, and/or sexual battery in violation of various state and foreign laws, including California, Florida, Canada, and the United Kingdom. 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.

Defendants’ destruction of innocent lives is immeasurable. When Defendants became aware of the investigation into their conspiracy and/or sex trafficking venture, through Nygard and other upper-level employees, they resorted to tactics of violence, intimidation, bribery, payoffs,

and evidence destruction to attempt to silence the victims and to continue their conspiracy and/or scheme.

### **INTRODUCTION**

1. The Nygard Companies, through Nygard and a close ring of upper-level executives and employees, knowingly and continuously conspired with Nygard to enable, act as a front, and conceal Nygard's criminal activity.

2. Defendants have operated a continuing conspiracy and sex trafficking venture—spanning at least five decades—between Nygard, upper-level employees of the Nygard Companies including, without limitation, Vice Chairman, Jim Bennett, Executive Vice President, Rick Wanzel, Executive Vice President and General Manager, David Paton, Director of Systems, Greg Fenske, Princy Mathew, Kevin Carkner, Marketing and Promotions Director, Tiina Tulikorpi, CEO, Sajjad Hudda, President and CEO, Denis LaPointe, Director of Human Resources, Wajma Popal, corporate accountant, Lili Micic, and Property and/or General Managers of Marina Del Rey, Angela and Marten Dyborn, and the Nygard Companies (for this Amended Complaint, “Nygard Companies” includes predecessor entities and affiliates such as Tan Jay), resulting in a pattern and practice of rape, sexual assault, sexual battery, molestation, and sex trafficking in countries across the globe, including the United States, Canada, the Bahamas, the United Kingdom, and other countries.

3. Nygard uses the Nygard Companies' resources and brand to rape, sexually assault, sexually batter, molest, and sex traffic children and women. 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.

4. Over the past decades, at least nine women in Canada and California have sued Nygard or reported him to the authorities, alleging sexual misconduct.<sup>1</sup> Another nine former employees said in interviews that he had raped them, touched them inappropriately, or proposed sex.<sup>2</sup> In many instances, the Nygard Companies arranged to payoff these victims and forced them to sign non-disclosure agreements to conceal Nygard's crimes.

5. Scores of other victims have yet to come forward to report his crimes. Until recently, Nygard has largely been able to silence his victims, with the help of the Nygard Companies and their upper-level executives and employees, through various tactics including intimidation, threats of retribution, bribery, payoffs, and forced non-disclosure agreements.

6. Nygard is, in his own words, a world-renowned fashion designer. By others, Nygard "has been accused of abusive labor practices, tax evasion, sexual harassment and rape."<sup>3</sup>

7. Nygard is the founder, chairman, figurehead, chief executive, and icon of the Nygard Companies.<sup>4</sup>

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

9. 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

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<sup>1</sup> <https://www.nytimes.com/2020/02/22/world/americas/peter-nygard-louis-bacon.html?referringSource=articleShare>

<sup>2</sup> <https://www.nytimes.com/2020/02/25/us/peter-nygard-international-fbi-raid.html>

<sup>3</sup> <https://www.forbes.com/forbes/2010/1206/features-peter-nygard-sexual-harassment-answers-to-no-one.html#236f0e30bc9b>

<sup>4</sup> 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.

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.

10. Nygard entirely controls each of the Nygard Companies. He calls all the shots and is accountable to no one. His Board consists of himself and two division presidents.<sup>5</sup>

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

12. Nygard is the Nygard Companies; the Nygard Companies are Nygard.

13. Indeed, Nygard proclaims in public filings that he and his businesses are "closely associated in the public eye."<sup>6</sup>

14. 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.<sup>7</sup>

15. Nygard and his businesses are "closely identified in the public mind, similar to other fashion houses."<sup>8</sup>

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

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<sup>5</sup> - <https://www.forbes.com/forbes/2010/1206/features-peter-nygard-sexual-harassment-answers-to-no-one.html#236f0e30bc9b>

<sup>6</sup> Complaint at ¶ 31, *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D.N.Y. Jan. 5, 2017), at ¶¶ 1, 31.

<sup>7</sup> See, e.g., video at <https://corporate.nygard.com/>.

<sup>8</sup> See Complaint at ¶ 31, *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017).

17. 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.<sup>9</sup>

18. Nygard has a residence in New York City, which is above his flagship store near Times Square. Nygard International leases this building.

19. Further, Jane Does Nos. 12, 13, 39, 41, and 46 were raped, sexually assaulted, sexually battered, molested, and/or sex trafficked in New York.

20. Nygard also resides in Marina Del Rey, California where, as detailed throughout this First Amended Complaint, Nygard also raped, sexually assaulted, sexually battered, molested, and sex trafficked his victims, including Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 28, 43, and 45 and other members of the Class.

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

22. At the heart of this action is a continuing conspiracy between Nygard, upper-level employees of the Nygard Companies including, without limitation, Vice Chairman, Jim Bennett, Executive Vice President, Rick Wanzel, Executive Vice President and General Manager, David Paton, Director of Systems, Greg Fenske, Princy Mathew, Kevin Carkner, Marketing and Promotions Director, Tiina Tulikorpi, CEO, Sajjad Hudda, President and CEO, Denis LaPointe, Director of Human Resources, Wajma Popal, corporate accountant, Lili Micic, and Property and/or General Managers of Marina Del Rey, Angela and Marten Dyborn, and the Nygard Companies to use the Nygard Companies to facilitate and enable the rape, sexual assault, sexual battery,

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<sup>9</sup> See, e.g., *Nygard, et al. v. Bacon*, No. 1:19-cv-01559-LGS-KNF (S.D.N.Y. Feb. 19, 2019); *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027, 2017 WL 4303825 (S.D. Fla. Jan. 5, 2017); *Nygard International Partnership v. Feralio*, No. B266683, 2017 WL 4784925 (Cal. Ct. App. Oct. 24, 2017); *Nygard v. Jasper*, No. 8:15-cv-1939-T-33EAJ, 2016 WL 9526666 (M.D. Fla. Jan. 4, 2016); *Nygard, Inc. v. Uusi-Kerttula*, 159 Cal.App.4th 1027 (Cal. Ct. App. 2008); *Nygard, Inc. v. Kustannusosakeyhtio Iltalehti*, No. B192639, 2007 WL 1775963 (Cal. Ct. App. June 21, 2007).

molestation, and sex trafficking of children and women in the United States, the Bahamas, Canada, the United Kingdom, and elsewhere around the world.

23. The Nygard Companies fund Nygard's illegal sex trafficking conspiracy and venture, and Nygard uses the Nygard Companies' brand, resources, and promotional events to facilitate the rape, sexual assault, molestation, and sexual battery of his victims and to recruit, lure, and/or entice his victims and force, defraud, or coerce them, or knowing that the victim has not attained the age of eighteen years, into engaging in commercial sex acts.

24. In turn, the Nygard Companies and their employees knowingly benefit from their participation in and cover-up of Nygard's conspiracy and/or sex trafficking venture by the continued promotion of the Nygard brand, the propagation of his playboy image, and by using Nygard's full-time sex workers to render services to the Nygard Companies.

25. Nygard, conspiring with the employees referenced above, and the Nygard Companies, use their resources and brand, engaged in a pattern and practice of rape, sexual assault, molestation, and sexual battery, including recruiting, luring, enticing, and obtaining children and women, and causing them through force, fraud or coercion, or knowing that the victim had not yet attained the age of eighteen years, to engage in commercial sex acts through, among other means, promising lucrative modeling opportunities and other career opportunities, providing cash payments, drugging his victims, confiscating his victims' passports, preventing his victims from exiting the Nygard Cay property in the Bahamas and properties in the United States and Canada, threatening victims with physical violence, and using physical force against them.

26. Nygard recruited, lured, and enticed some of his victims, as alleged herein, to engage in commercial sex acts in, among other places, New York, California, and Florida. Jane Does Nos. 12, 13, 39, 41, and 46 were raped, sexually assaulted, sexually battered, molested,

and/or sex trafficked in New York. Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 were raped, sexually assaulted, sexually battered, molested, and/or sex trafficked in California. Jane Doe No. 41 was raped, sexually assaulted, and/or sex trafficked in Florida.

27. The Nygard Companies have actual knowledge of Nygard's unlawful commercial sex acts and sexual assaults through him, as he is (and was during the relevant time periods herein) the founder, chairman, and 100% owner of the Nygard Companies. Other high-ranking executives and employees of the Nygard Companies also have direct knowledge of and have covered-up Nygard's criminal activity including, without limitation, the executives and employees identified above.

28. One day after the Complaint in this matter was filed, high-ranking executives of the Nygard Companies approached members of the corporate IT department and instructed them, at Nygard's direction, to "clean up" the corporate website<sup>10</sup> and remove public access to corporate social media accounts,<sup>11</sup> including corporate webpages and videos promoting "pamper parties" that are explicitly cited in Plaintiffs' Complaint.

29. It was not until almost two weeks after the Complaint was filed, and after the FBI served a subpoena on the Nygard entities, that the Nygard Companies finally issued an internal memo instructing their employees to preserve evidence relevant to Nygard's crimes.<sup>12</sup>

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<sup>10</sup> The Nygard Companies' Corporate website, including pages explicitly cited in Plaintiffs' Complaint, is no longer accessible by the public. See, e.g., <https://corporate.nygard.com/about-nygard/>

<sup>11</sup> The Nygard Companies have removed public access to social media accounts, including videos explicitly cited in Plaintiffs' Complaint, that promote "pamper parties" and Nygard's playboy image. See, e.g., [https://www.youtube.com/watch?v=WPFz3\\_yfj2I](https://www.youtube.com/watch?v=WPFz3_yfj2I).

<sup>12</sup> Ryan Thorpe, Internal memo tells Nygard employees to preserve documents, Winnipeg Free Press (March 11, 2020), available at <https://www.winnipegfreepress.com/local/internal-memo-tells-nygard-employees-to-preserve-documents-568713862.html>



30. Further, the Nygard Companies knowingly conspired, aided and abetted, facilitated, and participated in Nygard's illegal sex trafficking venture and/or conspiracy by being integrally involved in the sex trafficking, assault, and rape of children and young women, examples of which are listed below:

- a. Defendants used the Nygard Companies' money, brand, and resources to facilitate and commit rapes, sexual assaults, sexual batteries, molestations, and commercial sex acts in the United States, Bahamas, Canada, the United Kingdom, and elsewhere around the world.
- b. Defendants used the guise of modeling or other career opportunities with the Nygard Companies to recruit, lure and entice young girls and women to locations in New York, California, Winnipeg, Toronto, Montreal, and the Bahamas so that Nygard could rape, sexually assault, sexually batter, molest, and sex traffic them.
- c. Defendants hosted regular company events known as "pamper parties,"<sup>13</sup> in the Bahamas and California under the Nygard brand and with the Nygard Companies' resources, to both promote the Nygard Companies' brand and facilitate rape, sexual assault, sexual battery, molestation, and commercial sex acts. In doing so, Nygard was acting on behalf of the Nygard Companies, under the brand and reputation of the Nygard Companies, and using the Nygard Companies to commit and cover-up his crimes.
- d. Defendants used fraud and deceit to knowingly lure and entice children and women to his Nygard Cay and Marina Del Rey properties under the false pretense of attending "pamper parties" and promising, among other things, interviews for

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<sup>13</sup> See [https://www.youtube.com/watch?v=WPFz3\\_yfj2I](https://www.youtube.com/watch?v=WPFz3_yfj2I)

lucrative modeling opportunities when, in fact, Nygard had no intention of fulfilling his empty promises.

- e. The Nygard Companies funded Nygard's "pamper parties" in California under the Nygard brand by using cash from the bank accounts of the Companies, headquartered in New York, routing the wires through New York, and using the money and resources to fund Defendants' conspiracy and/or sex trafficking venture by purchasing supplies for "pamper parties," paying employees and staff to work the "pamper parties" and recruit new victims at the "pamper parties," and directly paying for commercial sex acts.
- f. The Nygard Companies funded Nygard's "pamper parties" in the Bahamas under the Nygard brand by transferring cash from their bank account in Canada, routing it through New York, and depositing it in a Bahamian bank account that belongs to a Bahamian holding company called Nygard Holdings.
- g. The Nygard Companies used corporate accounts to pay for drugs, alcohol, entertainment, services, and food for the "pamper parties," and also provided the cash that Nygard delivered to accomplices and victims to facilitate Nygard's rape, sexual assault, sexual battery, molestation, and/or sex trafficking of children and young women.
- h. The Nygard Companies also paid all employees and staff, including accomplices who recruited and groomed children and women to engage in commercial sex acts, who worked the "pamper parties."

- i. The Nygard Companies paid, promoted, and/or advanced the careers of executives and employees so that they would “recruit” victims, turn a blind-eye to Nygard’s criminal activity, and/or cover-up his criminal activity.
- j. Nygard used the Nygard Companies’ boats, including but not limited to, the “Yves Lauren,” “Heesen MIRAGE,” and “Lady Hilka,” at least one of which is docked in Florida, for months at a time, to transport drugs, liquor, and supplies for the “pamper parties.”
- k. Nygard used the Nygard Companies’ employees, resources, and the Nygard Companies’ customized “N-Force” jet to transport his victims to destinations in the United States, Canada, the Bahamas, and around the world including, without limitation, his residences and locations in the Bahamas, California, Florida, New York, Vancouver, Toronto, and Winnipeg.
- l. Nygard also used the Nygard Companies’ resources including, without limitation, the corporate jet, to smuggle women, drugs, liquor, and other supplies into and out of various jurisdictions including, without limitation, the United States, Canada, and the Bahamas.
- m. The victims that Nygard found most attractive and sexually desirable were forced through a combination of fraud, coercion, psychological force and manipulation, and physical force, or knowing that the victim had not attained the age of eighteen years, to become full-time sex workers, which he referred to as his “girlfriends.”
- n. Nygard’s “girlfriends” were coerced and enticed to move into his Nygard Cay, Marina Del Rey, and/or other properties with promises of money and/or future modeling or career opportunities, where they were not allowed to leave without his

express permission. They were forced to meet his every demand including, without limitation, “recruiting” new victims to attend his “pamper parties” and other events so that Defendants could continue their conspiracy and Nygard could continue his pattern and practice of raping, sexually assaulting, sexually battering, molesting, and/or sex trafficking children and women.

- o. Nygard’s “girlfriends” were also forced to accompany him on Nygard Companies-sponsored fashion tours in the United States, Canada, and elsewhere around the world, where they were required to commit commercial sex acts that satisfied his perverse sexual desires, “recruit” new victims for him while on tour, and provide services to the Nygard Companies.
- p. Nygard’s “girlfriends” were always paid varying amounts of cash in United States currency, submitted to and provided by the Nygard Companies’ financial personnel, and paid directly by Nygard to help ensure their compliance and silence. Nygard’s longtime “girlfriends” were also put on the Nygard Companies’ official payroll. They were paid monthly through direct deposit with funds from a Nygard corporate account by the Nygard corporate accountant, often Lili Micic. They were required to submit invoices that stated that they were being paid for “modeling and promotional services”—even though they were full-time sex workers. Every payment had to be directly approved by Nygard himself. The amounts of their payments were based upon their level of servitude to Nygard, their ability to satisfy his sexual desires, and their ability to “recruit” new victims for him to rape, sexually assault, sexually batter, molest, and engage in commercial sex acts with.

- q. Travel arrangements for Nygard's "girlfriends" and victims were made and paid for through Nygard's corporate travel department, which is headquartered in the United States.
- r. Nygard frequently took his "girlfriends" and victims to his New York City residence. He regularly forced his "girlfriends" to accompany him to "swingers" clubs in New York City. While at the "swingers" clubs, Nygard forced his "girlfriends" to find couples for him to have sex with. He then paid, forced, and/or coerced his "girlfriends" to have sex with other men, while he watched and engaged in sex with the men's partners. Nygard treated sex like a currency.
- s. Nygard used employees paid by the Nygard Companies, using Company-owned computers, email, phones, and social-media accounts to lure his victims to locations in the United States, the Bahamas, Canada, and elsewhere around the world, so that Nygard could rape, sexually assault, sexually batter, molest, or use force, fraud and coercion, or knowing the victim had not attained the age of eighteen years, to cause them to engage in commercial sex acts.
- t. Nygard kept a database of potential victims that was maintained by the Nygard Companies' corporate information technology ("IT") department on the corporate server (mostly maintained in the United States). By the mid-2000s, this database was confirmed to have contained information on over 7,500 underage girls and women.
- u. The Nygard Companies and Nygard employed people to work at what Nygard referred to as Nygard's Corporate Communications Coordinators ("ComCor"). Among other duties, ComCor employees were used to ensure that Nygard's

potential victims attended the “pamper parties” by contacting them and arranging for their transportation to the parties. Thereafter, Nygard seduced, coerced, incited, paid, and promised these victims modeling and other career opportunities to rape, sexually assault, sexually batter, molest, or cause them to engage in commercial sex acts. All ComCor employees were paid by the Nygard Companies.

- v. Upon arrival at the gated Nygard Cay and Marina Del Rey properties, Nygard required his employees to “register” his victims with ComCor, which was in charge of planning and coordinating corporate events, by providing their personal information, such as their names, telephone numbers, email addresses, and the identities of the persons who invited them. They were also required to pose for headshots and full-body photographs. The pictures and registration forms, filled out by the Nygard Companies’ employees, were scanned and emailed directly to Nygard, so that he could review who was in attendance and rate or grade his potential victims, while sitting upstairs in his bedroom. Nygard would then use this information to select his potential victims, based upon the ratings he gave pursuant to his self-avowed standard of: “an eight in the face, and a nice toilet.”
- w. The information was then entered into a Company database by ComCor employees, at Nygard’s direction, so that Nygard had a ready list of “prospective recruits” who were potential victims to pursue at any given time. The database contains ratings or grades, information, and pictures of over 7,500 underage girls and women dating back to 1987. The database was hosted on a corporate server and was maintained

by the Nygard Companies' IT department. Nygard's head of IT, Daane Clifford,<sup>14</sup> was responsible for reviewing every single email sent to Nygard and had perhaps the most knowledge of any person other than Peter Nygard. At the young age of 44, with no known serious health issues, Mr. Clifford died suddenly just a few months ago (just a few weeks after *The New York Times* was known to be investigating this story and had contacted Mr. Clifford). The family characterized his death as a "sudden passing."

- x. Nygard's ComCor was used to keep track of, make contact with, and lure potential victims to New York, Nygard Cay, Marina Del Rey, and other properties in Canada and the United States through the database. Nygard instructed the Company-paid employees to call and text potential victims to invite them to "pamper parties," transport girls to and from the "pamper parties," or to otherwise pay for their transportation.
- y. Nygard's ComCor also used social media to post about "pamper parties" and to direct-message potential victims who met Nygard's specifications to invite to "pamper parties." Nygard's ComCor knowingly recruited these victims for Nygard and were paid by the Nygard Companies, headquartered in New York, with cash routed through New York and paid out of the Nygard Companies' corporate accounts.

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<sup>14</sup> See <https://www.linkedin.com/in/daane-clifford-9a180332/?originalSubdomain=ca>; see also <https://www.dignitymemorial.com/obituaries/langley-bc/daane-clifford-8735816>.

- z. Using the Nygard Companies' resources, including United States currency, Nygard, on his own and through his direction to his employees, paid many of his victims for commercial sex acts.
- aa. Nygard used his financial resources, influence, power in the Bahamas, Canada, and United States, and psychological manipulation to intimidate his victims and to prevent his crimes from being reported. Those of his "girlfriends" who tried to leave him were harassed and threatened by Bahamian police who were on Nygard's payroll (and who were paid with Nygard Companies' United States currency).
- bb. Nygard and the Nygard Companies made a concentrated and deliberate effort to protect and conceal Nygard's criminal activities. For example, Nygard initiated a scheme to purchase police protection and political cover in the Bahamas, using funds of the Nygard Companies, by making regular payments of tens of thousands of dollars to law enforcement, government officials, regulators, and even to a former Cabinet Minister who became the Prime Minister of the Bahamas. This scheme was so powerful and successful that victims who escaped Nygard Cay were often brought back to the Cay by the Bahamian police.
- cc. After a kidnapping and multi-day rape of a Canadian victim, Nygard's nephew picked up the victim from a warehouse and instructed the victim not to call the Winnipeg police because Nygard "owns them."
- dd. Nygard and the Nygard Companies, with knowledge of his criminal activity, also force all 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.<sup>15</sup>

ee. Nygard and the Nygard Companies, with knowledge of his criminal activity, have also paid-off numerous victims and forced them to sign non-disclosure agreements to conceal Nygard's crimes.

ff. Nygard used funds from the Nygard Companies to make political contributions and bribe and/or payoff government officials and law enforcement personnel to further Defendants' conspiracy and/or sex trafficking venture and cover-up his crimes.

gg. In an effort to reinforce fear, control, and dominance over his victims, Nygard regularly flaunted his political power to control the Bahamian police and the Bahamian government by inviting and parading government officials at his Nygard Cay property and in front of Nygard's victims.

hh. Nygard also paid people, using Nygard Company money, to intimidate his former "girlfriends" by slashing their tires, committing arson, paying police to threaten to arrest them, and by having them followed.

31. Nygard intentionally used the Nygard Companies' resources and brand to rape, sexually assault, sexually batter, molest, and/or recruit, lure, and entice children and women to cause them to engage in commercial sex acts and other degrading acts, for which he always provided Nygard Companies' resources and/or purported career opportunities as value.

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<sup>15</sup> See, e.g., *Nygard, Inc. v. Uusi-Kerttula*, 159 Cal. App. 4th 1027 (2008); *Nygard, Inc. v. Kustannusosakeyhtio Italehti*, 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/>

32. Further, the Nygard Companies knowingly financed Nygard's commercial sex acts as well as facilitated and enabled the rape, sexual assault, molestation, and sexual battery of his victims.

33. The Nygard Companies marketed Nygard's playboy image, the Nygard Cay<sup>16</sup> and Marina Del Rey<sup>17</sup> properties, and "pamper parties" as part of the Nygard brand, which benefited the Nygard Companies<sup>18</sup> and provided Nygard with access to a steady supply of victims. Nygard's public image was used to promote the Nygard brand and its products in the Bahamas and around the world, as well as to facilitate Defendants' conspiracy and/or sex trafficking venture.

34. 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.

35. The Nygard Companies knowingly benefited financially from Nygard's conspiracy and/or sex-trafficking venture. By facilitating and covering-up Nygard's rapes, sexual assaults, sexual batteries, molestations, and commercial sex acts in foreign commerce, 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.

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<sup>16</sup> See, e.g.

[http://pimpingpictures.com/Jarmopohjaniemi.com/Blog/Entries/2008/6/11\\_Nygard\\_Cay\\_Hosts\\_Playboy\\_Shoot.html](http://pimpingpictures.com/Jarmopohjaniemi.com/Blog/Entries/2008/6/11_Nygard_Cay_Hosts_Playboy_Shoot.html); <http://travelingstarproductions.com/OO/RaceyGirl.htm>; [https://web.archive.org/web/20130730175349/http://corporate.nygard.com/SCF/NygardCayBahamas.aspx?ID=38&Folder\\_id=55](https://web.archive.org/web/20130730175349/http://corporate.nygard.com/SCF/NygardCayBahamas.aspx?ID=38&Folder_id=55)

<sup>17</sup> See, e.g. <https://www.instagram.com/p/BehBmpwDZW-/?hl=en>

<sup>18</sup> <https://www.youtube.com/watch?v=9sb2TEoqZtw>; [https://www.youtube.com/watch?v=WPFz3\\_yfj2I](https://www.youtube.com/watch?v=WPFz3_yfj2I); <https://www.youtube.com/watch?v=nIJWrU9wq7w>

36. The Nygard Companies facilitated Nygard's rapes, sexual assaults, sexual batteries, molestations, and commercial sex acts in foreign commerce to obtain the enormous publicity that Nygard garnered by promoting the Nygard Companies' products internationally, as well as acting as a pimp between high powered individuals who, in return, gave favorable dealings to the Nygard Companies, which financially benefited the Nygard Companies.

37. The Nygard Companies also benefited from the services that Nygard's sex workers were forced to provide to the Nygard Companies including, without limitation, modeling company clothing for company executives, their clothing design ideas, preparing Nygard for his business meetings, attending business meetings, and perpetuating Nygard's playboy image, which is a crucial component of the Nygard brand. Indeed, the Nygard Companies' corporate website touts Nygard's "reputation of a playboy entrepreneur" who "knows what women want," a marketing plan that is "by design" and makes women "love to wear his fashions."<sup>19</sup>

38. This Paragraph's table synthesizes the horrific facts (presented in greater detail later on in this Amended Complaint) of Nygard's rape and sexual assault of Jane Does Nos. 1-46, effectuated and facilitated through the Nygard Companies' resources, assets, and employees. The table details Nygard's penchant for vicious, unimaginable rape of children and women.

<b>Age When Raped by Nygard</b>	<b>Jane Doe No.</b>	<b>Details About Rape</b>	<b>Nygard Companies' Involvement</b>
14	1	<p>Nygard showed her pornography of a man rubbing feces over a woman's body.</p> <p>Over her objections, Nygard used force and fear to have her penetrate his anus with a lubricated dildo, while he masturbated.</p>	<p>Nygard workers took pictures of her when she was changing in a Nygard store.</p> <p>ComCor workers called her to invite her to a "pamper party."</p>

<sup>19</sup> <http://www4.nygard.com/scf/News.aspx?id=7774>

		<p>Nygard approached her and she asked him to stop. Nygard, ignoring her rejection, reached around her neck, began unzipping her dress, put on a condom, kissed her, and began to open her legs. As she tried to close her legs and push him off of her, he held her hands back and pinned them against the headboard.</p> <p>The victim, a virgin, cried as Nygard forced his penis into her vagina, causing extraordinary trauma and pain.</p>	<p>After being raped at the “pamper party,” she went back to the dining area, where she found the two Nygard employees who brought her there. A Nygard employee escorted her to a car and transported her back home.</p> <p>The Nygard Companies supplied the cash paid to the victim.</p>
14	2	<p>Over her objections, Nygard served her several glasses of wine. Nygard’s employees brought him a bag of pills. Nygard gave her three pills and instructed her to take them all at once with her wine.</p> <p>Nygard then led her to his bedroom. There, Nygard removed her pants and underwear and attempted to force a dildo into her vagina. She resisted and told him to stop because it hurt. But Nygard did not stop; instead, he instructed her to “relax” and stated that “it has to be done sooner or later.” At that point, she blacked out and does not know what Nygard did to her while she was unconscious.</p> <p>The next morning, she woke and saw Nygard still sleeping next to her in the bed. She immediately got out of bed and noticed blood on the sheets. She went to the bathroom and immediately cleaned herself up. There was blood around her vagina.</p> <p>Nygard gave her approximately \$5,000 in \$100 bills in U.S. currency. She initially refused to take the money, but Nygard insisted.</p>	<p>Upon reaching Nygard Cay for a “pamper party,” ComCor employees took down her contact information and photographed her.</p> <p>A ComCor employee WhatsApp text messaged her to invite her to another “pamper party.” A Nygard employee transported her to the “pamper party.”</p> <p>At the “pamper party,” Nygard’s driver escorted her and introduced her to Nygard.</p> <p>After she woke up from her first instance of being raped, Nygard’s assistant came up to the room to escort Jane Doe No. 2 downstairs. On the way downstairs, Nygard’s assistant asked her if she was okay and if she would ever return to Nygard Cay. Jane Doe No. 2 responded that she would think about it. Nygard’s</p>

		<p>She was a virgin prior to being raped by Nygard.</p> <p>On another visit to a “pamper party,” Nygard had her play with his genitals and had her penetrate his anus with a lubricated dildo.</p> <p>After this second instance of rape, Nygard began paying her to be a Nygard model and to recruit other young girls for him to sleep with, so that she would not have to satisfy his perverse sexual desires herself. Nygard would instruct her to offer the young girls drugs. Each time that she visited Nygard Cay and recruited girls for him, Nygard gave her a large sum of cash—never less than \$2,000 and always in U.S. currency.</p> <p>At another visit to Nygard Cay for a “pamper party,” Nygard insisted that she defecate and/or urinate in his mouth. She responded that she did not wish to do that to him. He offered to give her drugs that would help her defecate. She told Nygard no and decided that she could no longer take Nygard’s perverse sexual fetishes.</p>	<p>assistant explained that Nygard was not really a bad person but was just selfish at times.</p> <p>On a separate occasion, a ComCor employee texted her to come to another “pamper party.”</p> <p>After her other visit to Nygard Cay, during which she was forced to play with Nygard’s genitals and penetrate his anus with a dildo, she received numerous text messages from a Nygard ComCor employee inviting her to travel with Nygard to Ohio, Canada, and New York.</p> <p>The Nygard Companies supplied the cash paid to the victim.</p>
15	3	<p>Jane Doe No. 3 is the older cousin of Jane Doe No. 4 (referenced in the row below).</p> <p>In Nygard’s bedroom during a “pamper party,” he offered her two glasses of wine, which she accepted.</p> <p>Nygard asked her if she had sex before; she said no. At this point, she became afraid.</p> <p>Nygard sat her on the bed and began to rub her legs and face. He sat down next to her and slowly pushed her body</p>	<p>A ComCor employee, found Jane Doe No. 3 in her neighborhood and arranged for her to be picked up and escorted to Nygard Cay the next day for a “pamper party.”</p> <p>At the “pamper party,” the ComCor employee ushered Jane Doe No. 3 to Nygard’s bedroom, where he was waiting.</p>

		<p>back onto the bed. Nygard took a condom from the drawer and put it on. He began kissing her on her stomach; she began trembling in fear.</p> <p>She shouted “no” and began to cry. Nygard grabbed her closer, put all of his weight on her, and penetrated her vagina with his penis. She told him to stop and resisted him, but he continued.</p> <p>After Nygard ceased vaginally raping her, she was bleeding from her vagina. There was also blood on the sheets.</p> <p>At another “pamper party” at which Jane Doe No. 3 and her cousin, Jane Doe No. 4, were present, Jane Doe No. 3’s mother came outside the Nygard Cay gate and threatened to call the police if they did not let her in to retrieve the girls. Jane Doe No. 3’s mother was shouting at the gate to retrieve the girls. Ultimately, Jane Does Nos. 3 and 4 left with Jane Doe No. 3’s mother.</p>	<p>After Nygard raped Jane Doe No. 3 in his bedroom, the ComCor employee returned to the bedroom to pick up Jane Doe No. 3. The ComCor employee asked Jane Doe No. 3 if she was okay. Jane Doe No. 3 responded that she was afraid.</p> <p>Before Jane Doe No. 3 left the ComCor employee, on behalf of Nygard, handed Jane Doe No. 3 approximately \$200 in U.S. currency.</p> <p>The week following Nygard raping Jane Doe No. 3 at a “pamper party,” Jane Doe No. 3’s friends showed her a text message from the ComCor employee, who instructed them to go to Nygard Cay.</p> <p>The Nygard Companies supplied the cash paid to the victim.</p>
14	4	<p>Jane Doe No. 4 is the younger cousin of Jane Doe No. 3 (referenced in the row above).</p> <p>At the “pamper party,” she was given an alcoholic drink.</p> <p>Nygard escorted her to his bedroom. Once they arrived in the bedroom, Nygard invited her to get comfortable on the bed. Nygard turned on the television, which was playing pornography showing a woman having oral sex with a man.</p>	<p>She was registered at the security station at the Nygard Cay gate when attending a “pamper party.”</p> <p>A ComCor employee was with Jane Doe No. 4 at the “pamper party.”</p> <p>The Nygard Companies supplied the cash paid to the victim.</p>

		<p>Nygard sat down on the bed next to her and began stroking her hair and rubbing her back. She was uncomfortable and asked him if this was his way of talking about modeling, and he replied that he just wanted to have sex with her. Nygard began removing his clothes and moved toward her. He pulled the strings on her bathing suit, removing it, and began licking her neck, moving downward until he began performing oral sex on her.</p> <p>She attempted to close her legs, but Nygard pushed them open. She continued to try to close her legs, but he overpowered her.</p> <p>Nygard then moved upward and began to penetrate her vagina with his penis.</p> <p>After some time, he then instructed her to perform oral sex on him until he ejaculated.</p> <p>Prior to this rape, she was a virgin. Afterwards, Jane Doe No. 4 went into the bathroom and took a shower. Nygard gave her a white envelope when she came out and told her “this is for you.” Nygard then told her to give him his contact information and that he would contact her about modeling. The envelope contained approximately \$5,600 in U.S. currency.</p>	
17	5	<p>Jane Doe No. 5’s friend, invited her to a “pamper party.” While at the party, Jane Doe No. 5 consumed multiple alcoholic beverages.</p> <p>While they were drinking on the beach, Nygard approached her friend and gestured at her to follow him. Her friend motioned to Jane Doe No. 5 to</p>	<p>Jane Doe No. 5 and her friend were transported to and from Nygard Cay by a Nygard Company employee.</p> <p>Upon arriving, they were registered by the Nygard Companies’ ComCor employees.</p>

		<p>come with her because she did not want to go with Nygard alone.</p> <p>Nygard took them up to his bedroom and gave them more to drink. Jane Doe No. 5 began to feel very “loose.” Nygard instructed the girls to touch one another sexually, and they complied. After several minutes, Nygard joined and began touching the girls. During the encounter, Nygard sodomized Jane Doe No. 5 against her will. Afterwards, she was bleeding from her anus.</p> <p>Nygard then asked the girls to defecate on him, but neither of them could do so.</p> <p>Nygard gave Jane Doe No. 5 \$200 in U.S. currency and led the girls downstairs. He gave permission for them to leave, and they were driven home.</p>	<p>The Nygard Companies supplied the cash paid to the victim.</p>
15	6	<p>Jane Doe No. 6 was invited to Nygard Cay by the Nygard Cay DJ, named “Shorts.”</p> <p>While at the “pamper party,” an acquaintance introduced her to Nygard and told her Nygard could get her some marijuana to smoke. Nygard invited her upstairs to smoke marijuana.</p> <p>Nygard took her to his bedroom. He undressed and got into the Jacuzzi. After Jane Doe No. 6 declined to get in with him, he got out of the Jacuzzi and began to undress her.</p> <p>Nygard asked her to defecate in his mouth but she said no.</p> <p>Nygard began fondling her and stuck his finger in her anus. She tried to fight Nygard off and told him to stop,</p>	<p>Jane Doe No. 6 was invited to a “pamper party” at Nygard Cay by the Nygard Cay DJ, “Shorts.”</p> <p>The Nygard Companies supplied the cash that Nygard attempted to pay the victim.</p>



		<p>but the more she fought the more aggressive he became.</p> <p>Nygard attempted to sodomize Jane Doe No. 6 but was unable to penetrate her anus. He then raped her vaginally.</p> <p>Nygard instructed Jane Doe No. 6 to take a wad of cash in U.S. currency, but she refused. He gave her and her friends permission to leave, and they drove home. She never returned to Nygard Cay.</p>	
18	7	<p>Jane Doe No. 7 was invited to a “pamper party” at Nygard Cay by a friend. Upon arrival, she was registered with ComCor and her photo was taken.</p> <p>Jane Doe No. 7 had several alcoholic beverages at the “pamper party.” Nygard approached her and led her upstairs to his bedroom.</p> <p>Nygard invited her into the Jacuzzi and began making sexual advances, but she resisted.</p> <p>Nygard then made a drink for Jane Doe No. 7, which she drank completely. Afterwards, she felt nauseated and very sleepy.</p> <p>Nygard asked Jane Doe No. 7 to urinate in his mouth. She does not recall what happened next because she was in and out of consciousness.</p> <p>Jane Doe No. 7 awoke, there was blood in the back of her underwear, and she had pain in her anus. Nygard gave her \$550 in U.S. currency and sent her away.</p>	<p>Upon arriving, Jane Doe No. 7 was registered by the Nygard Companies’ ComCor employees.</p> <p>The Nygard Companies supplied the cash paid to the victim.</p>
29	8	Jane Doe No. 8 was a key employee of Nygard Cay for several years,	Jane Doe No. 8 was employed and paid by the

		<p>providing services for guests and for Nygard from 2008-2014.</p> <p>In 2014, Jane Doe No. 8 was raped. She rarely drinks while at work; however, she accepted a glass of wine from one of Nygard's girlfriends shortly before being summoned to Nygard's room. Shortly after arriving, she noticed her arms become numb and then she fell unconscious. When she became awake again, Nygard was in the act of penetrating her vagina with his penis.</p> <p>She continued to work there after this incident out of financial necessity, although she did what she could to avoid coming in contact with him. Nygard demanded that Jane Doe No. 8 begin to have sex with him regularly as a requirement of keeping her job; when she refused, she was terminated.</p> <p>In April of 2017, Jane Doe No. 8 was abducted for four days and flown to Toronto and Fort Lauderdale by employees of Nygard, in furtherance of Nygard's agenda.</p>	<p>Nygard Companies. Jane Doe No. 8's continued employment with the Nygard Companies was conditioned upon sex with Nygard.</p> <p>Resources of the Nygard Companies were used to abduct Jane Doe No. 8.</p>
Adult	9	<p>Jane Doe No. 9 was an employee of Nygard and the Nygard Companies. Over the years she was sexually assaulted by Nygard on numerous occasions.</p> <p>In 2015, she was raped by Nygard at his residence in Marina Del Ray, California. He overrode the lock on her guest room bedroom and entered without her permission. She awoke to him forcefully and physically attempting to rape her. Despite her attempts to resist and to tell him "no," he forcefully penetrated her.</p>	<p>Jane Doe No. 9 was an employee of the Nygard Companies. Nygard used her continued employment and payment as a means to control and to coerce her into sex acts.</p>

15	10	<p>Jane Doe No.10 attended a “pamper party” at Nygard Cay when she was fifteen years old. After eating food at Nygard Cay, she began to feel dizzy and nauseous.</p> <p>Jane Doe No. 10 was approached by Nygard and his security guard and was taken to his bedroom, where Nygard began making sexual advances toward her.</p> <p>Jane Doe No. 10 told Nygard that she was fifteen years old and that she was not feeling well. Nygard gave Jane Doe No. 10 a white pill and told her it would make her feel better.</p> <p>Nygard then raped Jane Doe No. 10, both vaginally and anally. Nygard also offered Jane Doe No. 10 money to defecate in his mouth.</p> <p>Following the rape, Jane Doe No. 10 subsequently sought medical treatment and received two stitches in her anus to stop the bleeding.</p>	<p>The Nygard Companies paid for the food and drugs that were provided to Jane Doe No. 10.</p> <p>The Nygard Companies paid the employees, including Nygard’s security guard, that worked and organized the “pamper party.”</p>
15	11	<p>Jane Doe No. 11 attended a “pamper party” at Nygard Cay when she was fifteen years old after being “recruited” by a Nygard employee and recruiter.</p> <p>The Nygard Company employee abandoned Jane Doe No. 11 at Nygard Cay late at night. Nygard refused to let her leave the property. Nygard took Jane Doe No. 11 to his bedroom then raped and attempted to sodomize her. At the end, Nygard forced her to take a “morning after pill” so she would not get pregnant. Nygard also demanded during the act that Jane Doe No. 11 urinate and defecate on him. After Nygard fell asleep, Jane Doe No.11</p>	<p>The Nygard Companies paid for the supplies, food, and alcohol at the “pamper party.”</p> <p>The Nygard Companies paid the employees, including Nygard’s ComCor employees who registered Jane Doe No. 11 and continued to contact her via social media accounts of the Nygard Companies.</p> <p>Jane Doe No. 11 was first “recruited” to attend a “pamper party” by an employee of the Nygard</p>

		<p>snuck out of bed and jumped the gate to escape from Nygard Cay.</p> <p>She was a virgin prior to being raped by Nygard.</p> <p>A month or two later, Jane Doe No. 11 began regularly attending “pamper parties” after being contacted by the Nygard Companies’ ComCor and having Nygard’s contacts threaten and coerce not to tell anyone about the sexual acts that had occurred. Jane Doe No. 11 was promised a job working for the Nygard Companies if she would “recruit” for Nygard.</p> <p>On at least one occasion after the first rape, Jane Doe. No. 11 was drugged before being raped by Nygard again.</p>	<p>Companies. She was registered at the gate by ComCor.</p> <p>Nygard promised Jane Doe No. 11 a job with the Nygard Companies in return for commercial sex acts and “recruiting” for Nygard.</p> <p>Nygard employees threatened and coerced Jane Doe No. 11 not to tell anyone about the sexual acts that had occurred between her and Nygard.</p>
25	12	<p>Jane Doe No. 12 first attended a “pamper party” at Nygard Cay when she was twenty-five years old.</p> <p>She was later lured, enticed, coerced and recruited to become a “girlfriend” of Nygard, which lasted for approximately six years.</p> <p>Jane Doe No. 12 was paid a monthly salary by the Nygard Companies to be Nygard’s full-time sex worker. Jane Doe No. 12 was expected to be at Nygard’s beck and call for commercial sex acts and “recruitment” of other girls and women twenty-four hours per day, seven days per week whenever she was with Nygard.</p> <p>Jane Doe No. 12 was also coerced to “recruit” new victims for Nygard. Nygard instructed Jane Doe No. 12 to “loosen up” his victims by providing them with alcohol and drugs.</p>	<p>Jane Doe No. 12 was first “recruited” to attend a “pamper party” by a Nygard Companies’ ComCor employee. She was registered at the gate by ComCor.</p> <p>The Nygard Companies paid for the supplies, food, and alcohol at the “pamper party.”</p> <p>The Nygard Companies paid Jane Doe No. 12 via direct deposit for commercial sex acts with Nygard and others at Nygard’s direction and for the benefit of Nygard and Nygard Companies. Jane Doe No. 12 traveled with Nygard on the Nygard Companies’ corporate jet to the Nygard Companies’ official events.</p>

		<p>Jane Doe No. 12 was also provided to other men by Nygard for commercial sexual activity. She was forced to have sex with other men for money at “swingers clubs” in New York City and Toronto. The driver, employed by the Nygard Companies, drove Nygard, Jane Doe No. 12, and the others to the “swingers club.”</p> <p>Without her consent, Nygard forced her to have sex with other men to secure business deals, or offered her to political figures, such as Perry Christie, for political gain.</p>	<p>Jane Doe No. 12 was instructed by the Nygard Companies’ corporate accountant to submit invoices for “Modeling and Promotional Services,” for her work as a full-time sex worker.</p> <p>The driver, employed by the Nygard Companies, drove Nygard, Jane Doe No. 12, and the others to the “swingers club.”</p> <p>Jane Doe No. 12 modeled clothing for the executives of the Nygard Companies.</p> <p>The Nygard Companies paid for Jane Doe No. 12’s medical bills.</p> <p>The Nygard Companies paid thugs and/or police to harass, threaten, and intimidate Jane Doe No. 12 to silence her.</p>
17	13	<p>Jane Doe No. 13 travelled to New York City at the age of seventeen to meet with a Nygard recruiter who was also a “talent agent,” currently based in Los Angeles and prominently markets himself to the celebrity world. The talent agent took photos of Jane Doe No. 13 and sent them to Nygard, who then “approved” Jane Doe No. 13 for modeling with the Nygard Companies.</p> <p>The “talent agent” took the the minor child to Nygard’s New York City apartment to meet Nygard under the guise of a modeling opportunity with the Nygard Companies.</p>	<p>Jane Doe No. 13 was provided alcohol and drugs by Nygard employees and paid for by the Nygard Companies.</p> <p>The Nygard Companies were used as the false lure of a modeling opportunity to bring the victim to Nygard.</p> <p>Jane Doe No. 13 was taken to Nygard’s apartment which was paid for by the Nygard Companies and above the Nygard</p>

		<p>Jane Doe No. 13, a minor, was given alcohol by employees of the company and was encouraged to drink by the talent agent and those employees. One of the beverages was drugged.</p> <p>After some time, Nygard had her brought to a bedroom for the interview, where he confirmed Jane Doe No. 13's age as seventeen before he then raped and sodomized her.</p>	Companies' corporate headquarters.
24	14	<p>Jane Doe No. 14 met with Nygard under the guise of interviewing for an office job with the Nygard Companies in the Toronto office. While she waited for Nygard and the interview to begin, she was served a drugged beverage by an employee of the Nygard Companies and/or paid "girlfriend."</p> <p>When Nygard arrived, Jane Doe No. 14 was brought to a bedroom where she was raped on the bed. At some point during the rape, she became unconscious.</p> <p>Jane Doe No. 14 woke up in a basement on a mat with Nygard's employee and two other women. Nygard's employee told her she got the job and let her out. Jane Doe No. 14 agreed not tell anyone what happened.</p> <p>Jane Doe No. 14 was flown to New York City on the Nygard Companies' corporate jet under the guise of beginning her new position; in reality, it was for the purpose of raping and/or trafficking her. She was able to avoid a second victimization.</p>	<p>Jane Doe No. 14 was "recruited" for Nygard by an employee of the Nygard Companies.</p> <p>Jane Doe No. 14 applied for an advertised job opportunity with the Nygard Companies.</p> <p>An employee of the Nygard Companies and/or paid "girlfriend" drugged Jane Doe No. 14 with drugs purchased by the Nygard Companies.</p> <p>Jane Doe No. 14 was raped and held captive at an office building of the Nygard Companies.</p> <p>Jane Doe No. 14 was flown to New York City on the Nygard Companies' corporate jet under the guise of a job interview with the Nygard Companies.</p>
20	15	Jane Doe No. 15 was flown to the Nygard Companies' Winnipeg property, by the Nygard Companies, under the guise of a modeling job for the Nygard Companies. Jane Doe No.	Jane Doe No. 15 was flown to the Nygard Companies' Winnipeg property, by the Nygard Companies, under

		<p>15 was held captive against her will for three days and raped repeatedly by Nygard.</p> <p>During the time she was captive, Nygard Companies employees assisted Nygard in his criminal venture to kidnap and rape Jane Doe No. 15.</p> <p>After three days, Jane Doe No. 15 was able to escape. She was told by Nygard's nephew not to report Nygard's crimes to the Winnipeg police because Nygard "owns them."</p>	<p>the guise of a modeling job for the Nygard Companies.</p> <p>The Nygard Companies arranged and paid for Jane Doe No. 15 to transported from the airport to Nygard.</p> <p>The Nygard Companies own the Nygard Executive Suites where Jane Doe No. 15 was held captive.</p> <p>Nygard Companies employees assisted Nygard in his criminal venture to kidnap and rape Jane Doe No. 15.</p>
19	16	<p>Jane Doe No. 16 was "recruited" by her tennis instructor to "play tennis" with Nygard at Nygard Cay when she was nineteen years old. Jane Doe No. 16's tennis instructor referred to Nygard as "boss."</p> <p>During one visit to Nygard Cay, Jane Doe No. 16 was drugged, raped, and sodomized by Nygard. Nygard then provided Jane Doe No. 16 to his friends, in exchange for something of value, who also raped and sodomized her. Nygard threw money at her afterwards.</p>	<p>Jane Doe No. 16's tennis coach was employed by the Nygard Companies and "recruited" Jane Doe No. 16 for Nygard.</p> <p>The Nygard Companies paid for Nygard's commercial sex acts with Jane Doe No. 16.</p>
19	17	<p>Jane Doe No. 17 and a friend were invited to dinner at Nygard's Marina Del Rey property when she was nineteen years old.</p> <p>At dinner, Jane Doe No. 17 was drugged. Nygard took her to a bedroom and raped her.</p>	<p>All employees that worked the dinner were paid by the Nygard Companies.</p> <p>The Nygard Companies paid for the drugs that were used to drug Jane Doe No. 17.</p>
19	18	<p>Jane Doe No. 18 met Nygard at the airport in Montreal, Canada. A Nygard</p>	<p>The Nygard Companies' business associate drove</p>

		<p>Companies' business associate offered to drive Jane Doe No. 18 to her dormitory on behalf of Nygard.</p> <p>Nygard attempted to impress Jane Doe No. 18 with stories about glamorous parties and famous people that he knew due to his involvement with the Nygard Companies.</p> <p>Nygard told Jane Doe No. 18 that he wanted to drop his bags off at his apartment. Nygard invited Jane Doe No. 18 up to his apartment to wait for him. While at the apartment, Nygard forcibly raped Jane Doe No. 18.</p>	<p>Jane Doe No. 18 to Nygard's apartment, which was paid for by the Nygard Companies.</p> <p>Nygard lured and enticed Jane Doe No. 18 with stories about glamorous parties and famous people that he knew due to his involvement with the Nygard Companies.</p> <p>After raping Jane Doe No. 18, Nygard offered her jewelry that was paid for by the Nygard Companies.</p>
16	19	<p>Jane Doe No. 19 attended a "party" at the Nygard Companies' Toronto office with one of Nygard's recruiters who was her boyfriend at the time. Only Nygard and one other girl were there. Jane Doe No. 19 was sixteen years old.</p> <p>Nygard took Jane Doe No. 19 and another young female into a bedroom with his friend. Nygard gave Jane Doe No. 19 alcohol and drugged her. Nygard raped Jane Doe No. 19 while her boyfriend had sex with the other female.</p>	<p>Jane Doe No. 19 was raped at the Nygard Companies' Toronto office.</p> <p>Nygard enticed and lured Jane Doe No. 19 with modeling offers with the Nygard Companies as well as trips on the corporate jet.</p> <p>The Nygard Companies paid for the alcohol and drugs that were used to drug Jane Doe No. 19.</p>
20	20	<p>Nygard called Jane Doe No. 20, told her she was beautiful, and invited her to the Nygard Companies Toronto office to discuss a modeling opportunity with the Nygard Companies.</p> <p>Nygard showed various fabric samples to Jane Doe No. 20 and discussed modeling for the Nygard Companies. Nygard told Jane Doe No. 20 that he had a modeling job for her in the Bahamas.</p>	<p>Nygard used false promises of a modeling opportunity with the Nygard Companies to lure Jane Doe No. 20 to the Bahamas.</p> <p>The Nygard Companies paid for Jane Doe No. 20 to travel to the Bahamas.</p> <p>Jane Doe No. 20's travel was booked and paid for by a Nygard Companies'</p>



		While at Nygard Cay in the Bahamas, Nygard raped, sodomized and penetrated Jane Doe No. 20 with an object on multiple occasions. He would not let her leave the compound until the date her return flight was booked for arrived.	employee through Nygard's travel agent.  The Nygard Companies arranged to have Jane Doe No. 20 picked-up from the airport in a limousine.
Adult	21	Jane Doe No. 21 met Nygard at a charity event. Nygard told Jane Doe No. 21 that she was beautiful and that he would like her to model for the Nygard Companies. Nygard invited Jane Doe No. 21 to stay at his Marina Del Rey residence to further discuss modeling for the Nygard Companies, to which she agreed.  While at the Marina Del Rey residence, Nygard's housekeeper told Jane Doe No. 21 that Nygard wanted to see her. Nygard forcibly performed oral sex on Jane Doe No. 21 and raped her.	Nygard used false promises of a modeling opportunity with the Nygard Companies to lure Jane Doe No. 21 to his Marina Del Rey property. Nygard used his housekeeper, paid by the Nygard Companies, to lure Jane Doe No. 21 to his bedroom.
28	22	Jane Doe No. 22 was employed at a textile company that did business with the Nygard Companies. Jane Doe No. 22 first met Nygard on a plane on the way to textile trade show in Germany.  Nygard invited Jane Doe No. 22 to dinner in London, United Kingdom. After dinner, Nygard walked Jane Doe No. 22 to her hotel room door. When they arrived at the door, Nygard forced his way into Jane Doe No. 22's hotel room and forcibly performed oral sex on her and then masturbated on her. Nygard fell asleep afterwards and a few hours later, forced oral sex on her again before he raped her.	The Nygard Companies were in business with Jane Doe No. 22's employer. Nygard used the business relationship to lure and entice Jane Doe No. 22.
30	23	Jane Doe No. 23 was performing in the Bahamas. She had lunch with Nygard.	Nygard attempted to impress and lure Jane Doe No. 23 by telling her about his ownership of the Nygard

		<p>Jane Doe No. 23 was headlining an event at a resort in the Bahamas. Nygard offered to drive her home. Nygard drove past Jane Doe No. 23's home. Nygard took Jane Doe No. 23 to Nygard Cay. When they entered the property, the gate was locked behind them.</p> <p>Nygard forced Jane Doe No. 23 to perform oral sex on him and sexually assaulted her.</p>	Companies and his influence in the fashion industry.
19	24	<p>Jane Doe No. 24 met Nygard on an airplane when she was working as a flight attendant. Jane Doe No. 24 and Nygard exchanged phone numbers.</p> <p>Nygard called Jane Doe No. 24 and invited her to visit his home in Marina Del Rey.</p> <p>When Jane No. 24 arrived, Nygard's assistant answered the door and provided Jane Doe No. 24 marketing materials for the Nygard Companies to look at while she waited for Nygard.</p> <p>Nygard came down and offered Jane Doe No. 24 a "tour" of the home. The "tour" ended in Nygard's bedroom. Nygard became aggressive and raped Jane Doe No. 24 while in the bedroom.</p>	Nygard lured Jane Doe No. 24 to his Marina Del Rey property with a false promise of a job opportunity working for the Nygard Companies.
Adult	25	<p>Jane Doe No. 25 worked as a model in Los Angeles. Jane Doe No. 25 met Nygard at a night club in Hollywood. Nygard told Jane Doe No. 25 that he wanted her to model for the Nygard Companies.</p> <p>Nygard invited Jane Doe No. 25 and two of her friends to travel to Nygard Cay. Nygard attempted to make sexual advances on Jane Doe No. 25 and her friends. Nygard would not allow them to leave the Nygard Cay property.</p>	<p>Nygard made false promises to Jane Doe No. 25 of modeling opportunities for the Nygard Companies.</p> <p>The Nygard Companies paid for Jane Doe No. 25 to travel to and from Nygard Cay.</p> <p>The "pamper party" that Jane Doe No. 25 was raped</p>

		<p>Eventually, they escaped and Nygard sent them home.</p> <p>Later that year, Jane Doe No. 25 attended a “pamper party” at Nygard’s Marina Del Rey home. She thought she would be safe because it was a large gathering of people. Nygard drugged and sodomized Jane Doe No. 25 at the “pamper party.”</p>	<p>at was a Nygard Companies corporate event.</p> <p>All employees that worked the “pamper party” were paid by the Nygard Companies.</p> <p>The Nygard Companies paid for the supplies, food, and alcohol at the “pamper party.”</p> <p>The Nygard Companies paid for the drugs that were used to drug Jane Doe No. 25.</p>
Adult	26	<p>Jane Doe No. 26 was “recruited” by a mutual friend of hers to meet Nygard for a potential modeling opportunity with the Nygard Companies. Nygard met and “approved” Jane Doe No. 26 for modeling with the Nygard Companies.</p> <p>The Nygard Companies flew Jane Doe No. 26 to Nygard Cay under the guise of a modeling photo shoot. After Jane Doe No. 26 arrived, she was not permitted to leave the property.</p> <p>Nygard violently raped Jane Doe No. 26 multiple times during her stay at Nygard Cay.</p>	<p>Nygard lured and enticed Jane Doe No. 26 with false promises of a modeling opportunity with the Nygard Companies.</p> <p>The Nygard Companies paid for Jane Doe No. 26 to travel to and from the Bahamas.</p>
Adult	27	<p>Jane Doe No. 27 met Nygard at the Nygard Companies’ Winnipeg office. Jane Doe No. 27 was seeking a modeling sponsorship. During her meeting with Nygard, Nygard told Jane Doe No. 27 that she was beautiful and asked her to travel the world with him. Nygard then groped Jane Doe No. 27’s breasts. Jane Doe No. 27 fled the office and was able to escape.</p>	<p>Nygard sexually battered Jane Doe No. 27 at the Nygard Companies’ corporate office in Winnipeg.</p> <p>Nygard attempted to use the Nygard Companies brand and promises of glamorous trips to lure and entice Jane</p>

			Doe No. 27 into commercial sex acts.
Adult	28	<p>Jane Doe No. 28 was working as a model in California. Nygard saw a picture of her and invited her to travel to Toronto to discuss a modeling opportunity with the Nygard Companies.</p> <p>Jane Doe No. 28 was picked-up at the airport by a car service paid for by the Nygard Companies. The car took Jane Doe No. 28 to Nygard's home in Toronto where other girls were also staying. Once she arrived, Jane Doe No. 28 was not permitted to leave the property. Security guards employed by the Nygard Companies attempted to confiscate Jane Doe No. 28's passport.</p> <p>While at Nygard's house in Toronto, Nygard forcibly sodomized Jane Doe No. 28 in her room, ignoring her efforts to stop him.</p> <p>Nygard forced Jane Doe No. 28 to go out with him at night to "swingers clubs" in Toronto.</p>	<p>Nygard lured and enticed Jane Doe No. 28 with false promises of a modeling opportunity with the Nygard Companies.</p> <p>The Nygard Companies paid for Jane Doe No. 28 to travel to Toronto.</p> <p>Security guards employed by the Nygard Companies attempted to confiscate Jane Doe No. 28's passport.</p>
Adult	29	<p>Jane Doe No. 29 was in the Bahamas modeling for a calendar. Jane Doe No. 29 met Nygard through her modeling sponsor. Nygard invited Jane Doe No. 29 to stay at Nygard Cay and proposed a future modeling career with the Nygard Companies.</p> <p>A few months later, Nygard called Jane Doe No. 29 and told her that he had modeling work for her to do for the Nygard Companies. Jane Doe No. 29 booked travel arrangements through the Nygard Companies, to include flights and an airport car service.</p>	<p>Nygard lured and enticed Jane Doe No. 29 with false promises of a modeling opportunity with the Nygard Companies.</p> <p>Jane Doe No. 29 booked travel arrangements through the Nygard Companies, to include flights and an airport car service.</p> <p>Jane Doe No. 29 was paid with cash from the Nygard Companies.</p>

		<p>The driver took Jane Doe No. 29 to Nygard's home. The driver put Jane Doe No. 29's luggage in Nygard's bedroom. Jane Doe No. 29 told Nygard she did not want to stay in his bedroom. Nygard became offended and aggressive. Nygard raped Jane Doe No. 29.</p> <p>A month later, Nygard called and apologized to Jane Doe No. 29. He convinced Jane Doe No. 29 to come visit him again and promised her she would be safe. Jane Doe No. 29 visited Nygard again. Nygard raped Jane Doe No. 29 on several occasions and forced her to engage in sexual activity with other women. Nygard gave Jane Doe No. 29 \$700 in U.S. currency before she left.</p>	
Adult	30	<p>Jane Doe No. 30 was living in Los Angeles and was working as manager for models and actors. She met Nygard through a modeling client.</p> <p>Jane Doe No. 30 attended several "pamper parties" at Nygard's Marina Del Rey property. At one "pamper party," Nygard drugged and raped Jane Doe No. 30.</p>	<p>The "pamper party" that Jane Doe No. 30 was raped at was a Nygard Companies corporate event.</p> <p>All employees that worked the "pamper party" were paid by the Nygard Companies.</p> <p>The Nygard Companies paid for the supplies, food, and alcohol at the "pamper party."</p> <p>The Nygard Companies paid for the drugs that were used to drug Jane Doe No. 30.</p>
44	31	<p>Jane Doe No. 31's daughter was an friend of one of Nygard's children. Nygard called Jane Doe No. 31 and invited her and her daughter to visit Nygard Cay because she had done the Nygard family a favor. Additionally,</p>	<p>Nygard lured and enticed Jane Doe No. 31, in part, by offering her a potential artistic opportunity for the Nygard Companies at Nygard Cay.</p>

		<p>she was lured under the guise of an artistic opportunity at Nygard Cay.</p> <p>While at Nygard Cay, Nygard lured Jane Doe No. 31 to his room with the false promise of discussing some artistic changes to the artwork and décor around the Nygard Cay property. Instead, Nygard forced Jane Doe No. 31 to perform oral sex on him. Later, he urinated in Jane Doe No. 31's mouth.</p>	
27	32	<p>Jane Doe No. 32 was brought to Nygard Cay to be a model in a bikini photo shoot. Nygard's "girlfriends" lured Jane Doe No. 32 to a Cabana Hut to drink and party. Nygard's "girlfriends" spiked Jane Doe No. 32's drink with drugs.</p> <p>After some time, Nygard entered the room. Nygard offered Jane Doe No. 32 money and a glamorous lifestyle to be his "girlfriend." Jane Doe No. 32 lost consciousness and Nygard raped her.</p>	<p>Nygard's "girlfriends," paid by the Nygard Companies, lured and enticed Jane Doe No. 32 to Nygard's bedroom where they drugged her.</p> <p>Nygard offered Jane Doe No. 32 money and a glamorous lifestyle from the Nygard Companies to be his "girlfriend."</p>
23	33	<p>Nygard invited Jane Doe No. 33 to Nygard Cay to audition for a modeling job with the Nygard Companies.</p> <p>While at Nygard Cay, Nygard coerced Jane Doe No. 33 to have sex with him by threatening to withdraw the modeling opportunity if she did not. Nygard also coerced Jane Doe No. 33 to "recruit" other victims for Nygard by threatening to withdraw a modeling contract with the Nygard Companies.</p>	<p>Nygard lured and enticed Jane Doe No. 33 with false promises of a modeling opportunity with the Nygard Companies.</p> <p>The Nygard Companies paid for Jane Doe No. 33 to travel to Nygard Cay.</p>
Adult	34	<p>Jane Doe No. 34 was working as a model and was taken to Nygard Cay by her modeling manager. While there, Nygard attempted to enter Jane Doe No. 34's room in the middle of the</p>	<p>The Nygard Companies paid for the supplies, food, and alcohol at the party.</p>

		<p>night to rape or sexually assault her, but was unable to do so because another man was in the room.</p> <p>One of Nygard's "girlfriends" offered Jane Doe No. 34 the chance to join the Nygard Companies as a paid "girlfriend."</p> <p>About a year later, Jane Doe No. 34 returned to Nygard Cay for a party. Jane Doe No. 34 was using the bathroom when Nygard came in and stuck his hand in her urine stream.</p>	<p>Nygard's "girlfriend," paid for by the Nygard Companies, offered Jane Doe No. 34 the chance to join the Nygard Companies as a paid "girlfriend."</p>
Adult	35	<p>Jane Doe No. 35 was working as a model for the Nygard Companies. Nygard called Jane Doe No. 35 and invited her to visit Nygard Cay.</p> <p>One night, Nygard asked Jane Doe No. 35 to come up to his bedroom. Nygard then forcibly raped her. The next day, a male employee of the Nygard Companies placed Jane Doe No. 35's bags in a jeep and drove her to the middle of nowhere.</p>	<p>Jane Doe No. 35 was working as a model for the Nygard Companies.</p> <p>The Nygard Companies paid for Jane Doe No. 35 to travel to Nygard Cay.</p> <p>A Nygard Companies' employee packed Jane Does bags and dropped her off at a bus stop in the middle of nowhere.</p>
28	36	<p>Jane Doe No. 36 met Nygard while at the airport in the Bahamas; they were on the same flight to Toronto.</p> <p>Approximately six months later, Nygard invited Jane Doe No. 36 to a concert. After the concert, Nygard invited Jane Doe No. 36 for a drink. Nygard took Jane Doe No. 36 to a room or small living space located in the Nygard Companies' office building.</p> <p>While in the room, Nygard raped Jane Doe No. 36. Afterwards he threw a \$100 bill at her.</p>	<p>Nygard attempted to impress Jane Doe No. 36 by telling her he owned the Nygard Companies and that he was very influential. He told Jane Doe No. 36 that, through his position with the Nygard Companies, he was friends with the Prime Minister of Canada and the father of the Free Trade Agreement.</p> <p>The Nygard Companies' driver drove Jane Doe No. 36 to the Nygard Companies' office where she was raped.</p>

		<p>Nygard let Jane Doe No. 36 out of the room and she walked through the Nygard Companies' office building to leave. A Nygard Companies' security guard had to let her out. Jane Doe No. 36 told the security guard what happened, but he did nothing.</p>	<p>Jane Doe No. 36 was raped in a room located at the Nygard Companies' office building.</p> <p>Jane Doe No. 36 told the security guard that worked for the Nygard Companies that she was raped. The security guard did nothing.</p> <p>The next day a secretary for the Nygard Companies brought Jane Doe No. 36 her jacket, which she left at the Nygard Companies' office. Jane Doe No. 36 told the secretary that Nygard raped her.</p>
15	37	<p>Jane Doe No. 37's father was in the fur business and sold Nygard furs. Jane Doe No. 37 worked in her father's store and frequently saw Nygard at the store.</p> <p>Jane Doe No. 37 was at a restaurant in Winnipeg. She was waiting in line for the bathroom. Nygard was in line behind her. As Jane Doe No. 37 entered the bathroom, Nygard pushed her in and closed the door. Nygard raped Jane Doe No. 37.</p> <p>Approximately one year later, Jane Doe No. 37 was living in London, England. Jane Doe No. 37 was at a night club. Nygard was at the same night club. Nygard sent Jane Doe No. 37 a drink from across the bar. Nygard spiked the drink with drugs. Jane Doe No. 37 woke up naked in a hotel room with Nygard and another man. The next morning, Nygard threatened Jane Doe No. 37 that she must not tell anyone "or else..."</p>	<p>Nygard targeted Jane Doe No. 37 because he frequented her father's fur store to purchase furs for the Nygard Companies.</p>



Adult	38	<p>Jane Doe No. 38 met Nygard at a party in Los Angeles, California. Nygard told Jane Doe No. 38 that she was beautiful and that she should model for the Nygard Companies. Nygard insisted on Jane Doe No. 38 coming to his Marina Del Rey property to discuss modeling for the Nygard Companies. Nygard sent a limo to pick Jane Doe No. 38 up and drive her to his Marina Del Rey residence. In the limo, videos of Nygard and the Nygard Companies fashion awards were playing on TV screens.</p> <p>After Jane Doe No. 38 arrived, Nygard took her to dinner and a night club. Nygard spiked Jane Doe No. 38's drink with drugs at the night club. On the way home Jane Doe No. 38 blacked out. She woke up on a bed at the Marina Del Rey property and Nygard was on top of her raping her.</p> <p>The next morning, Nygard gave Jane Doe No. 38 \$300 and told her he wanted her to stay over for a party he was having that night to meet his modeling contacts.</p> <p>Jane Doe No. 38 wanted to leave, but the doors were all locked and would not open without a key code. Jane Doe No. 38 called her friend to come get her. Jane Doe No. 38's friend arrived and threatened to call the police if Nygard did not let them leave.</p>	<p>Nygard lured and enticed Jane Doe No. 38 with false promises of a modeling opportunity with the Nygard Companies.</p> <p>A Nygard Companies' limo took Jane Doe No. 38 to the Marina Del Rey property.</p> <p>The Nygard Companies provided the cash that was given to Jane Doe No. 38.</p> <p>The Nygard Companies paid for the drugs that were used to drug Jane Doe No. 38.</p>
Adult	39	<p>Jane Doe No. 39 was walking down the street in New York City when an employee of the Nygard Companies approached her and told her about a modeling job for the Nygard Companies' store. Jane Doe No. 39 took the job and modeled for the</p>	<p>Jane Doe No. 39 was employed as a model for the Nygard Companies.</p> <p>A Nygard Companies employee "recruited" Jane Doe No. 39 for Nygard.</p>

		<p>Nygard Companies' store for several weeks.</p> <p>The same employee called Jane Doe No. 39 and told her that Nygard wanted to meet her. Jane Doe No. 39 agreed and the Nygard Companies sent a car to drive her to Nygard. Jane Doe No. 39 was taken to the 6<sup>th</sup> floor office at the Nygard Companies' corporate headquarters to meet with Nygard.</p> <p>Nygard then asked Jane Doe No. 39 to go to dinner with him at the W Hotel. Jane Doe No. 39 agreed and Nygard sent her to a room he had at the W Hotel. Nygard raped Jane Doe No. 39 in the hotel room.</p>	<p>The Nygard Companies provided transportation to transport Jane Doe No. 39 to Nygard.</p> <p>Jane Doe No. 39 met Nygard at the Nygard Companies' corporate headquarters.</p> <p>The Nygard Companies provided transportation to transport Jane Doe No. 39 to the W Hotel where Nygard raped her.</p> <p>The Nygard Companies paid for the hotel room at the W Hotel where Jane Doe No. 39 was sexually assaulted.</p>
Adult	40	<p>Jane Doe No. 40 was hired to work as an employee of the Nygard Companies.</p> <p>Nygard contacted Jane Doe No. 40 and requested that she travel to Nygard Cay. While at Nygard Cay, Nygard spiked Jane Doe No. 40's drink with drugs and sodomized her.</p> <p>When Jane Doe No. 40 confronted Nygard, he threatened that she would "go in the water" if she told anyone, which she understood was a threat to her life.</p>	<p>Jane Doe No. 40 was employed by the Nygard Companies.</p> <p>Nygard lured, enticed, and coerced Jane Doe No. 40, through her employment with the Nygard Companies, to travel to Nygard Cay where he sodomized her.</p> <p>The Nygard Companies paid for Jane Doe No. 40 to travel to Nygard Cay so that Nygard could sodomize her.</p> <p>The Nygard Companies paid for the drugs that were given to Jane Doe No. 40.</p>
Adult	41	<p>Jane Doe No. 41 is a former employee of the Nygard Companies, to include working in ComCor.</p>	<p>The "pamper party" and subsequent boat party that Jane Doe No. 41 was raped at was a Nygard Companies corporate event.</p>

	<p>Jane Doe No. 41 first met Nygard at a “pamper party,” where she was encouraged to drink heavily. The party moved to Nygard’s boat. Jane Doe No. 41 was raped by Nygard and one of his “girlfriends” on the boat and given approximately \$500 in U.S. currency.</p> <p>Jane Doe No. 41 was friends with one of Nygard’s “girlfriends.” Jane Doe No. 41’s friend got her a job working at Nygard Cay for the Nygard Companies because she needed the money. Jane Doe No. 41 eventually took on other jobs and responsibilities at Nygard Cay, to include ComCor.</p> <p>Jane Doe No. 41 was told by Nygard that she would have to have sex with Nygard if she wanted to be paid for the overtime she earned or the raise she deserved as an employee of the Nygard Companies.</p> <p>Nygard threatened Jane Doe No. 41 to force her to introduce other women to him and stated a preference for “younger” girls.</p> <p>Jane Doe No. 41 frequently travelled with Nygard and others to Florida, New York, and California.</p> <p>Nygard raped Jane Doe No. 41 at his New York City office/apartment. Nygard also coerced Jane Doe No. 41 to have sex with Nygard and other women by threatening to withhold her income or fire her.</p> <p>Jane Doe No. 41 had to attend the “swingers club” with Nygard and his other “girlfriends.” The driver, employed by the Nygard Companies, drove the group to the “swingers club.”</p>	<p>All employees that worked the “pamper party” were paid by the Nygard Companies.</p> <p>The Nygard Companies paid for the supplies, food, and alcohol at the “pamper party.”</p> <p>The Nygard Companies provided the cash that Nygard paid Jane Doe No. 41 after he raped her.</p> <p>The Nygard Companies paid to transport Jane Doe No. 41 to her home after the “pamper party.”</p> <p>Jane Doe No. 41 is a former employee of the Nygard Companies, to include working in ComCor.</p> <p>Nygard told Jane Doe No. 41 that she would not be paid for the overtime she earned or the raise she deserved as an employee of the Nygard Companies unless she agreed to have sex with him. He also withheld her pay for the same.</p> <p>Jane Doe No. 41 travelled with Nygard to New York City and Florida, where Nygard raped her.</p> <p>The driver, employed by the Nygard Companies, drove Nygard, Jane Doe No. 41, and the others to the “swingers club.”</p>
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		<p>Nygard also raped Jane Doe No. 41 while they were staying at the W Hotel in Ft. Lauderdale, Florida.</p> <p>Nygard sent Jane Doe No. 41 to retrieve cash out of his safe when he had important political contacts over for dinner. Jane Doe No. 41 witnessed Nygard use this money, paid by the Nygard Companies, to bribe Bahamian public officials, politicians, or high-ranking police officers. On other occasions, Jane Doe No. 41 witnessed Nygard offer public officials, politicians, or high-ranking police officers one of his “girlfriends” for sexual gratification as payment.</p>	<p>Nygard used Jane Doe No. 41’s employment with the Nygard Companies as a means to coerce her into sex acts with Nygard and other women.</p> <p>Nygard used money from the Nygard Companies to bribe Bahamian public officials, politicians, or high-ranking police officers. He also offered his “girlfriends,” who were paid by the Nygard Companies, to officials, politicians, or high-ranking police officers for sexual gratification as a bribe.</p>
18	42	<p>Jane Doe No. 42 was lured and enticed to the Nygard Companies’ Toronto office by Nygard through a promise of a modeling opportunity for the Nygard Companies.</p> <p>Jane Doe No. 42 modeled some clothing for the Nygard Companies at the companies’ Toronto office. Afterwards, Nygard offered Jane Doe No. 42 a “tour” of the office. Nygard took Jane Doe No. 42 into a dark room and closed the door. The room had a bed in it and Nygard pushed Jane Doe No. 42’s head on the bed and forcefully raped and sodomized her.</p>	<p>Jane Doe No. 42 was lured and enticed to the Nygard Companies’ Toronto office by Nygard through a promise of a modeling opportunity for the Nygard Companies.</p> <p>Nygard raped and sodomized Jane Doe No. 42 at the Nygard Companies’ Toronto property.</p>
Adult	43	<p>Jane Doe No. 43 came to Nygard’s Marina Del Rey property to sign a modeling contract for the Nygard Companies.</p> <p>Shortly after signing the contract, Nygard followed Jane Doe No. 43 into the bathroom and raped her.</p>	<p>Jane Doe No. 43 was lured and enticed to Nygard’s Marina Del Rey property under the guise of signing a modeling contract for the Nygard Companies.</p> <p>After the rape, Nygard bought Jane Doe No. 43 a</p>

		<p>Afterwards, Nygard bought Jane Doe No. 43 a vehicle with money from the Nygard Companies.</p> <p>Jane Doe No. 43 continued to work as a model for the Nygard Companies and traveled with Nygard frequently, which was paid for by the Nygard Companies. Defendants regularly withheld pay from Jane Doe No. 43 as a means to control and coerce her into additional sex acts.</p>	<p>vehicle with money from the Nygard Companies.</p> <p>Jane Doe No. 43 continued to work as a model for the Nygard Companies and traveled with Nygard frequently, which was paid for by the Nygard Companies.</p> <p>Defendants regularly withheld pay from Jane Doe No. 43 as a means to control and coerce her into additional sex acts.</p>
14	44	<p>Jane Doe No. 44 grew up in Winnipeg, Canada. Nygard picked Jane Doe No. 44 up on the street where young, adolescents gathered on several occasions.</p> <p>Nygard promised Jane Doe No. 44 that he would fly her to California where he could take her to parties with drugs and alcohol. Nygard drove Jane Doe No. 44 to the Nygard Companies property in Winnipeg on several occasions and paid her for oral sex. Nygard would then drive Jane Doe No. 44 back to where he picked her up.</p>	<p>Nygard lured and enticed Jane Doe No. 44 by telling her the Nygard Companies could fly her to California so that she could attend lavish modeling parties.</p> <p>Nygard paid Jane Doe No. 44 for sex acts with funds from the Nygard Companies.</p>
Adult	45	<p>Jane Doe No. 45 was approached by a woman who identified herself as a talent agent. The woman told Jane Doe No. 45 that she could be a model. In actuality, the woman was a “madame” who sex trafficked young women.</p> <p>The woman told Jane Doe No. 45 that she could introduce her to Nygard, who was a multi-millionaire, fashion designer. The woman told Jane Doe No. 45 that Nygard could give her a modeling career.</p>	<p>Jane Doe No. 45 was lured and enticed to Nygard’s Marina Del Rey property under the guise of signing a modeling contract for the Nygard Companies.</p> <p>The “pamper parties” that Jane Doe No. 45 was sexually assaulted at were Nygard Companies corporate events.</p>

		<p>The woman took Jane Doe No. 45 to “pamper parties” at Nygard’s Marina Del Rey property. Nygard paid the “madame” for commercial sex acts with Jane Doe No. 45 and coerced and/or forced Jane Doe No. 45 to engage in commercial sex acts.</p>	<p>All employees that worked the “pamper parties” were paid by the Nygard Companies.</p> <p>The Nygard Companies paid for the supplies, food, and alcohol at the “pamper parties.”</p> <p>The Nygard Companies provided the funds that Nygard paid to sex traffic Jane Doe No. 45.</p>
Adult	46	<p>In approximately 2007, Jane Doe No. 46 was working as a runway model. She met Nygard through professional contacts. Nygard offered her a modeling opportunity for the Nygard Companies in New York City.</p> <p>The Nygard Companies paid to fly Jane Doe No. 46 to New York City on Defendants’ “N-Force” jet and paid for her to stay at the W Hotel.</p> <p>While sleeping in her hotel room, Nygard entered and woke her up. He told Jane Doe No. 46 that she was beautiful and that she should model for the Nygard Companies. Nygard then demanded that Jane Doe No. 46 defecate in his mouth. When she refused, he became enraged, forced her to perform oral sex on him, and forcibly performed oral sex on her.</p>	<p>Nygard lured and enticed Jane Doe No. 46 with false promises of modeling opportunities with the Nygard Companies.</p> <p>The Nygard Companies paid for Jane Doe to travel to New York City on the corporate jet and paid for her hotel room where she was sexually assaulted by Nygard.</p>

39. 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 had not attained the age of eighteen years, to engage

in commercial sex acts. Nygard's conduct also violates various other state and foreign laws, including the laws of California, Florida, Canada, and the United Kingdom. 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.

40. 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 Nygard's venture with knowledge, or in reckless disregard of the fact, that Nygard used means of force, threats of force, fraud, and coercion to force children and women into engaging in commercial sex acts.

### **JURISDICTION AND VENUE**

41. This Court has federal question subject-matter jurisdiction pursuant to 28 U.S.C. § 1331, because Plaintiffs bring this action—individually and on behalf of the other Class members—under the federal TVPRA statute.

42. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a), because all claims alleged herein are part of a continuing conspiracy and uniform pattern and practice and form part of the same case or controversy.

43. Plaintiffs Jane Does Nos. 1-46's claims arise out of the same series of transactions or occurrences and share common questions of law or fact. The essential facts of Jane Doe Nos. 1-46's claims are so logically connected that considerations of judicial economy and fairness dictate that all the issues be resolved in a single lawsuit. There is also substantial overlap in questions of law or fact across Jane Does Nos. 1-46's claims.

44. 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, with the help of the Nygard Companies, raped, sexually assaulted, sexually battered, molested, and/or sex trafficked some of his victims, including Jane Does Nos. 12, 13, 39, 41, and 46 in this District. 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**

45. Plaintiffs Jane Does Nos. 1-46 are using pseudonyms to protect their identities because of the sensitive and highly personal nature of this matter.

46. Plaintiffs are 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, and threats of physical violence.

47. Plaintiffs are also particularly vulnerable because of the trauma that they have been subjected to, their socioeconomic status, Defendants’ wealth and influence in the Bahamas, Canada, and the United States, and the corruption of local law enforcement by Defendants through bribery and political influence.<sup>20</sup>

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<sup>20</sup> See, e.g., <https://www.youtube.com/watch?v=Pw1xUXQNeIg;>  
[http://www.tribune242.com/news/2018/feb/14/nygard-outright-bribery-plp/;](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/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-/>



48. Plaintiffs' safety, right to privacy, and security outweigh the public interest in their identification.

49. Plaintiffs' legitimate concerns outweigh any prejudice to Defendants by allowing Plaintiffs Jane Does Nos. 1-46 to proceed anonymously.

50. Jane Doe No. 1 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas. In July 2015, Jane Doe No. 1 was vaginally raped by Nygard at the age of fourteen, while attending a "pamper party" at Nygard Cay. Nygard lured her to his bedroom under false promises of a future modeling contract. Following the rape, she was paid by Nygard in U.S. currency from the Nygard Companies. She never returned to Nygard Cay.

51. Jane Doe No. 2 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas. In August and November 2011, Jane Doe No. 2 was vaginally raped by Nygard at the age of fourteen, while attending "pamper parties" at Nygard Cay. She attended the "pamper parties" and Nygard lured her to his bedroom under false promises of a future modeling contract. Following the rape, Nygard paid her approximately \$5,000 in U.S. currency from the Nygard Companies. She attended several "pamper parties" at Nygard Cay subsequent to 2011, and Nygard paid her with cash from the Nygard Companies to "recruit" and/or "procure" other young girls for him to commit commercial sex acts with.

52. Jane Doe No. 3 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas. In June 2011, Jane Doe No. 3 was vaginally raped by Nygard at the age of fifteen, while attending a "pamper party" at Nygard Cay. Jane Doe No. 3 was lured to Nygard Cay under false promises of a job there. Following the rape, Nygard paid her approximately \$200 in U.S. currency from the Nygard Companies.

53. Jane Doe No. 4 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas. In June 2011, Jane Doe No. 4 was vaginally raped by Nygard at the age of fourteen, while attending a “pamper party” at Nygard Cay. Nygard lured Jane Doe No. 4 to his bedroom under a false promise of a modeling contract. Following the rape, Nygard paid her approximately \$5,600 in U.S. currency from the Nygard Companies. She never returned to Nygard Cay.

54. Jane Doe No. 5 is a Bahamian citizen born, in Nassau, New Providence, the Bahamas. In July 2009, Jane Doe No. 5 was anally raped by Nygard at the age sixteen, while attending a “pamper party” at Nygard Cay. Following the rape, Nygard paid her approximately \$200 in U.S. currency from the Nygard Companies. She never returned to Nygard Cay.

55. Jane Doe No. 6 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas. In August 2008, Jane Doe No. 6 was vaginally raped by Nygard at the age of fifteen, while attending a “pamper party” at Nygard Cay. Following the rape, Nygard offered her cash from the Nygard Companies and she refused it. She never returned to Nygard Cay.

56. Jane Doe No. 7 is a Bahamian citizen. In 2010, Jane Doe No. 7 was anally raped by Nygard at the age of eighteen, while attending a “pamper party” at Nygard Cay. Following the rape, Nygard paid her approximately \$550 in U.S. currency from the Nygard Companies. She never returned to Nygard Cay.

57. Jane Doe No. 8 is a Bahamian citizen. In 2014, Jane Doe. No. 8 was vaginally raped by Nygard at the age of 29 or 30, while serving as an employee at Nygard Cay. Following the rape, Nygard offered her cash in U.S. currency from the Nygard Companies. She was terminated from her employment when she refused to continue engaging in sexual relations on an ongoing basis with Nygard. Between April 6, 2017 and April 10, 2017, Nygard caused Jane Doe No. 8 to be kidnapped and transported to Toronto and Fort Lauderdale.

58. Jane Doe No. 9 is a United States citizen. She was an employee of Nygard and the Nygard Companies. Throughout her time as an employee of Nygard and the Nygard Companies, she was sexually assaulted by Nygard on multiple occasions. In 2015, Nygard forcefully raped Jane Doe No. 9 at his residence in Marina Del Ray, California. Nygard used her continued employment with and payment by the Nygard Companies as a means to control and coerce Jane Doe No. 9 into commercial sex acts.

59. Jane Doe No. 10 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas. When Jane Doe No. 10 was fifteen years old, she was drugged and raped, both anally and vaginally, by Nygard while attending a “pamper party.” Nygard offered her \$5,000 prior to raping her and later offered her \$10,000 to defecate in his mouth.

60. Jane Doe No. 11 is a Bahamian citizen. In 2002 or 2003, when Jane Doe No. 11 was fifteen years old, she was raped by Nygard while attending a “pamper party.” Nygard also demanded that she defecate and urinate on him. From 2005-2008, Jane Doe No. 11 became a regular sex partner of Nygard because she was an orphan and Nygard falsely promised her a job working for the Nygard Companies.

61. Jane Doe No. 12 is a Bahamian citizen. Jane Doe No. 12 was first invited to a “pamper party” at Nygard Cay in 2008. Nygard gave Jane Doe No. 12 a “tour” of the property, which ended in his bedroom. Without getting her consent, he initiated sexual activity with her and demanded that Jane Doe No. 12 defecate in his mouth. Afterwards, Nygard paid Jane Doe No. 12 between \$500 and \$1,000 in United States currency. Jane Doe No. 12 became one of Nygard’s regular “girlfriends,” meaning that the Nygard Companies paid her monthly to engage in commercial sex acts and “recruit” victims for Nygard. Jane Doe No. 12 travelled with Nygard as a “girlfriend” to New Orleans, Los Angeles, New York City, China, and London. Without her

consent, Nygard provided and offered Jane Doe No. 12 to other men for commercial sex acts in Los Angeles and New York City in exchange for something of value.

62. Jane Doe No. 13 is a Canadian citizen. In 2007, Jane Doe No. 13 was seventeen years old and travelled to New York City to meet her new modeling manager and pursue a modeling career. The modeling manager “recruited” and groomed Jane Doe No. 13 for Nygard. The modeling manager drove her to Nygard’s New York City apartment and introduced her to Nygard. Nygard Companies’ employees and the modeling manager encouraged Jane Doe No. 13, a minor, to drink alcohol, which was spiked with drugs. Jane Doe No. 13 was brought into the bedroom where Nygard was waiting. Jane Doe No. 13 shortly thereafter she lost consciousness and awoke face down on a bed vomiting while Nygard sodomized and raped her.

63. Jane Doe No. 14 is a Canadian citizen. In approximately 2003, Jane Doe No. 14 was “recruited” by a current employee of the Nygard Companies for a job opportunity in the Bahamas or in New York City. Jane Doe No. 14 applied and then went to the Nygard Toronto office under the guise of job interview for the position with the Nygard Companies. While at Defendants’ Toronto office, an employee of Defendants and/or “girlfriend” drugged Jane Doe No. 14 and during the interview, Nygard raped her in the bedroom located at the office. Jane Doe No. 14 woke up in the basement of the Toronto office where the same “girlfriend” and two other young women were being held. Nygard, through the “girlfriend,” released Jane Doe No. 14 only after he was satisfied that she would not report his crimes, including taking the job in New York. Jane Doe No. 14 travelled to New York City on the Defendant’s “N-Force” Jet and was put in a room at the W Hotel in Time Square under the guise of starting a new job. Nygard attempted to victimize Jane Doe No. 14 again, but was unsuccessful because she snuck out of the hotel.

64. Jane Doe No. 15 is a Canadian citizen. In 1993, Jane Doe No. 15 was twenty years old and was contacted by Nygard and offered a modeling opportunity. The Nygard Companies paid to fly Jane Doe No. 15 to Winnipeg, Canada. She was told she would be staying in the Nygard Companies' "executive suites." When she arrived, she was unknowingly escorted to Nygard's personal apartment, which was attached to the Nygard Companies' warehouse. He held her there against her will for three days and raped her numerous times. Jane Doe No. 15 was eventually able to escape. She wanted to report Nygard to the Winnipeg police, but did not out of fear because she was told that Nygard "owned" the Winnipeg police.

65. Jane Doe No. 16 is a Canadian citizen. In 1998, when she was nineteen years old and staying in the Bahamas, Jane Doe No. 16 was "recruited" by her tennis instructor to "play tennis" with Nygard at Nygard Cay. Nygard invited Jane Doe No. 16 to stay at Nygard Cay on another occasion and offered her a personal "cabana," which was like guest quarters. While at Nygard Cay, Jane Doe No. 16 was drugged, raped, and sodomized by Nygard. Nygard then provided Jane Doe No. 16 to a group of friends who continued to rape and sodomize her. After the rapes, Nygard threw cash at her. Nygard forced her to participate in a "swingers" sexual encounter at Nygard Cay as well.

66. Jane Doe No. 17 is a United States. In 1999, Jane Doe No. 17 was nineteen years old and was invited to dinner by Nygard at his Marina Del Rey, California property. While at the Marina Del Rey property, Nygard stated several comments about Jane Doe No. 17's physical appearance, such as that she was "so pretty and black," she looked "so young," and he called her "a newbie." Jane Doe No. 17 was drugged and raped by Nygard. Following the rape, she left the property. The next day, Nygard offered her a free massage, nail treatment, and strawberries. He told her that "things happen" and "you just got drunk."

67. Jane Doe No. 18 is a United States citizen. In 1977, Jane Doe No. 18 was nineteen years old and was raped by Nygard in Montreal, Canada. Nygard's business associate approached Jane Doe No. 18 at the airport after a flight from New York City to Montreal. He offered Jane Doe No. 18 a ride to her dormitory on behalf of Nygard. During the car ride, Nygard insisted on dropping his luggage off at his apartment. He invited Jane Doe No. 18 up to his apartment. After she agreed, he forcefully raped her. After the rape, Nygard offered to buy Jane Doe No. 18 jewelry.

68. Jane Doe No. 19 is a Canadian citizen. In 2004-2005, when she was 16 years old, Jane Doe No. 19 attended a party at a property owned by Defendants in Toronto with a boyfriend, who was, unbeknownst to Jane Doe No. 19, a Nygard "recruiter." What was supposed to be a party was only four people: Jane Doe No. 19, her boyfriend, Nygard, and a young Bahamian girl. Nygard told Jane Doe No. 19 that she was beautiful and could be a model. Nygard offered to show the group around the property. Nygard escorted them into a bedroom and began to pour them drinks and drugged Jane Doe No. 19's drink. Jane Doe No. 19 began to feel foggy and Nygard raped her, while instructing her boyfriend to join in. At the end, Jane Doe No. 19 was throwing up and became unconscious before leaving. The next morning, the Bahamian girl called Jane Doe No. 19, told her to check for the "Plan B" pills that had been given to her, and gave her instructions on how to take them.

69. Jane Doe No. 20 is a Canadian citizen. In approximately 1995, Nygard invited Jane Doe No. 20, who was approximately twenty years old, to Defendants' office in Toronto and told her he wanted her to model for the Nygard Companies. Several days later, an employee of the Nygard Companies invited Jane Doe No. 20 to Nygard Cay under the guise of a modeling job. While at Nygard Cay, Nygard raped, sodomized, and penetrated Jane Doe No. 20 with an object multiple times. Jane Doe No. 20 begged to leave the Nygard Cay property, but Nygard would not

allow her to leave. Nygard eventually booked Jane Doe No. 20 a return plane ticket, through the Nygard Companies, and allowed her to leave.

70. Jane Doe No. 21 is a Canadian citizen. In 1988, Jane Doe No. 21 met Nygard in Toronto at charity event where she was working as a volunteer model. Nygard told Jane Doe No. 21 that she was beautiful and that he wanted her to model for the Nygard Companies. Nygard invited Jane Doe No. 21 to stay at his Marina Del Rey property and she agreed because she thought it would be a good career opportunity. While at the Marina Del Rey property, Jane Doe No. 21 was told that Nygard wanted to see her by a housekeeper. When she got to his room, Nygard forcibly raped Jane Doe No. 21.

71. Jane Doe No. 22 is Canadian citizen. In 1977, Jane Doe No. 22 was twenty-seven years old and was working for a textile company that did business with the Nygard Companies. She met Nygard on an airplane on the way to a trade show in Frankfurt, Germany. Nygard noticed Jane Doe No. 22 on the plane, walked down the aisle, and handed her a rose with a business card attached. The two subsequently ran into each other at the trade show and then Nygard later invited Jane Doe No. 22 to have a business dinner with him when they would both be in London, England a few days later. After dinner, Nygard rode with Jane Doe No. 22 to her hotel and then walked her to her door. When they reached the door Nygard pushed her into the room and attacked her. He pulled her pantyhose down partially to immobilize her legs, forcibly performed oral sex on her, and then masturbated over her until he orgasmed. Afterwards, both Jane Doe No. 22 and Nygard fell asleep. When he awoke, he again forcibly engaged in oral sex with Jane Doe No. 22 and raped her.

72. Jane Doe No. 23 is Canadian citizen. In approximately 1989-1990, Jane Doe No. 23 was thirty-two years old and was working as a performer in the Bahamas. She met Nygard in

the Bahamas. One evening, Nygard offered to drive Jane Doe No. 23 home from an event. Nygard, however, passed Jane Doe No. 23's home and took her to Nygard Cay. While at Nygard Cay, he locked Jane Doe No. 23 inside the compound. Nygard forced Jane Doe No. 23 to perform oral sex on him. He then took her inside and attempted to vaginally rape her but was she was able to stop him.

73. Jane Doe No. 24 is a United States citizen. In 1989, Jane Doe No. 24 was nineteen years old and was working as a flight attendant. Jane Doe No. 24 met Nygard on a flight from New York City to Los Angeles and they exchanged phone numbers. Nygard offered Jane Doe No. 24 a job and invited her to his Marina Del Rey property. Nygard gave Jane Doe No. 24 a "tour" of the property, which ended in his bedroom. While in the bedroom, Nygard raped Jane Doe No. 24.

74. Jane Doe No. 25 is a German citizen. In 1995, Jane Doe No. 25 was living in Los Angeles, California and working as a model. She met Nygard at a night club in Hollywood. Nygard told Jane Doe No. 25 that he had his eye on her for a modeling job with the Nygard Companies. Jane Doe No. 25 attended a "pamper party" at Nygard's Marina Del Rey property. Jane Doe No. 25 was drugged and sodomized by Nygard. She did not report his crime because she believed that Defendants would use their influence in the Los Angeles modeling industry to destroy her modeling career.

75. Jane Doe No. 26 is a Canadian citizen. In approximately 1990-1991, Jane Doe No. 26 was offered a modeling job by Nygard for the Nygard Companies. The Nygard Companies flew Jane Doe No. 26 to the Bahamas, under the guise of the modeling job, where she stayed at the Nygard Cay property. Nygard raped Jane Doe No. 26 on multiple occasions while at Nygard Cay.



76. Jane Doe No. 27 is a Canadian citizen. In 1980, Jane Doe No. 27 was selected to travel to Los Angeles, California for a beauty pageant. Jane Doe No. 27 visited Nygard at his office in Winnipeg with her mother to discuss a potential modeling sponsorship. While her mother waited in the car, Jane Doe No. 27 went into Nygard's office to discuss a sponsorship. Nygard told Jane Doe No. 27 she was beautiful asked her if she wanted to travel the world with him. Nygard looked at Jane Doe No. 27's modeling portfolio and said "nice eyes, nice lips." Nygard then approached Jane Doe No. 27, groped her left breast, and said "cute you must be a size 5." Jane Doe No. 27 fled the office and discovered that everyone was gone and the doors were locked. She managed to find a janitor with keys to unlock the door and escaped.

77. Jane Doe No. 28 is a United States citizen. In approximately 2010, Jane Doe No. 28 was thirty-seven years old and was working as a model in Los Angeles, California. Nygard saw a picture of Jane Doe No. 28 and offered to fly her to Toronto for a modeling opportunity with the Nygard Companies. Upon arrival, she took a taxi to Nygard's home in Toronto where several other girls were staying. They showed her to her room. She was not permitted to leave the property and a security guard employed by the Nygard Companies attempted to confiscate her passport. On the second day staying at Nygard's home, he forcibly sodomized Jane Doe No. 28. Nygard forced Jane Doe No. 28 to go out with him at night to the "swingers club" in Toronto as well. A few days later, Jane Doe No. 28 was flown to New York City with Nygard and all the other girls at the house. Jane Doe No. 28 was able to escape once she got to New York.

78. Jane Doe No. 29 is a United States citizen. In approximately 1997, Jane Doe No. 29 was taken to the Bahamas by her modeling sponsor for a calendar photoshoot. She met Nygard in a casino while in the Bahamas. Nygard invited her to come to Nygard Cay. Jane Doe No. 29's sponsor explained who Nygard was and told her that it could be her big chance. Jane Doe No. 29

went to Nygard Cay with Nygard. Nygard talked with Jane Doe No. 29 about modeling for the Nygard Companies. A couple of months later Nygard called Jane Doe No. 29 and invited her to stay with him at Nygard Cay to discuss modeling. Nygard raped Jane Doe No. 29 several times while she was at Nygard Cay. After two trips to Nygard Cay, where Nygard raped Jane Doe No. 29 on numerous occasions, Nygard convinced her to travel to Marina Del Rey by continuing to promise modeling opportunities. Nygard raped Jane Doe No. 29 while at the Marina Del Rey property on several occasions. Nygard paid Jane Doe No. 29 \$700 in U.S. currency before she left.

79. Jane Doe No. 30 is British citizen. In approximately 2000, Jane Doe No. 30 was working as a manager for models and actors in Los Angeles, California. She was introduced to Nygard by a client who was a model. She attended several “pamper parties” at Nygard’s Marina Del Rey property. On one occasion, Jane Doe No. 30’s champagne was spiked with drugs. Jane Doe No. 30 went to the bathroom to change after receiving a massage. When she walked out of the bathroom, Nygard was waiting in the room. He pulled down his pants, began lubricating himself, and had an erection. He pushed her onto the bed, attempted to sodomize her, and penetrated her. She pushed him away, escaped into the bathroom, and locked the door until he left.

80. Jane Doe No. 31 is a United States citizen. Jane Doe No. 31 knew Nygard through her daughter who was friends with one of Nygard’s children. In 1998, Nygard invited Jane Doe No. 31 and her daughter to go to Nygard Cay because they had done a favor for the Nygard family. Additionally, Nygard lured Jane Doe No. 31 under the guise of an artistic opportunity at Nygard Cay. While at Nygard Cay, Nygard violently forced Jane Doe No. 31 to perform oral sex on him. He also urinated in her mouth.

81. Jane Doe No. 32 is Canadian citizen. In 2009, Jane Doe No. 32 was twenty-seven years old and was brought to Nygard Cay to be a model in a photoshoot. Jane Doe No. 32 stayed at Nygard Cay for 3-4 nights. Nygard's "girlfriends" invited Jane Doe No. 32 to have drinks and to party in a cabana hut. Nygard's "girlfriends" spiked Jane Doe No. 32's drink with drugs. Nygard entered the room and began to touch Jane Doe No. 32's legs and vaginal area, offering money and a lavish lifestyle for sex. Jane Doe No. 32 turned Nygard down. After she left to use the bathroom, the "girlfriends" gave her another drink and when she returned, she blacked out. Nygard raped Jane Doe No. 32.

82. Jane Doe No. 33 is a United States citizen. In 2009, Jane Doe No. 33 was working as a model and was invited to Nygard Cay for an audition with the Nygard Companies by Nygard. At Nygard Cay, Nygard groped and coerced Jane Doe No. 33 to have sex with him and other women. Nygard told Jane Doe No. 33 that if she did not cooperate, she would not receive a modeling contract with the Nygard Companies.

83. Jane Doe No. 34 is a United States citizen. In approximately 2009, Jane Doe No. 34 was working as a model. Her manager brought her to Nygard Cay for a photo shoot. While there, Nygard attempted to enter Jane Doe No. 34's room in the middle of the night to rape or sexually assault her, but was unable to do so because someone else was in the room. Approximately one year later, Jane Doe No. 34 attended an event at Nygard Cay with her boyfriend. While at Nygard Cay, Jane Doe No. 34 went to the bathroom. Nygard entered the bathroom while Jane Doe No. 34 was urinating and put his hand in her urine stream.

84. Jane Doe No. 35 is a Canadian citizen. In 1986, Jane Doe No. 35 was modeling in Canada for the Nygard Companies. In 1987, Nygard contacted her by phone and offered her a paid trip to Nygard Cay. Nygard told her that she would be staying at a guest house located at the

property. When she arrived, Nygard Cay was still under construction and there was no guest house. Nygard raped Jane Doe No. 35 at Nygard Cay, telling her that she owed him because the Nygard Companies paid for her travel. Jane Doe No. 35 did not report his crime because Nygard told her that he regularly played tennis with the chief of police. Nygard's male assistant drove Jane Doe No. 35 to the middle of nowhere in the middle of the night and deserted her.

85. Jane Doe No. 36 is a Canadian citizen. In approximately 1988 or 1989, Jane Doe No. 36 met Nygard at the airport in the Bahamas and flew on the same flight to Toronto. Several months later, Nygard invited Jane Doe No. 36 to a concert and she accepted. Afterwards, Nygard invited Jane Doe No. 36 to have a drink. Nygard took Jane Doe No. 36 to a small living space, which was located at the Nygard Companies' office building. While in the room, Nygard raped Jane Doe No. 36 and then threw \$100 in U.S. currency at her. As she was leaving the building, Jane Doe No. 36 told a security guard employed by the Nygard Companies that Nygard raped her. The security guard did nothing. Jane Doe No. 36 also spoke to Nygard's secretary the next day about the rape. Jane Doe No. 36 eventually reported the rape to police in Toronto.

86. Jane Doe No. 37 is a Canadian citizen. Jane Doe No. 37's father was in the fur business and sold Nygard furs, which he used for the Nygard Companies. In approximately 1977, Jane Doe No. 37 was approximately fourteen or fifteen years old and was waiting in line for the bathroom at a restaurant in Winnipeg. As Jane Doe No. 37 entered the bathroom, Nygard, who was waiting behind her in line, pushed his way in and raped her. Jane Doe No. 37 was a virgin at the time. Approximately a few years later, Jane Doe No. 37 encountered Nygard at a night club in London. He gave her a drink and Jane Doe No. 37 woke up the next morning naked with Nygard and another man in a hotel room. When Jane Doe No. 37 was leaving, Nygard pointed his finger at her and said, "You better not tell anyone or else..."

87. Jane Doe No. 38 is a United States citizen. In approximately 1994, Jane Doe No. 38 met Nygard at a party in Los Angeles. Nygard told her that she was beautiful and that she should model for the Nygard Companies. Nygard had a Nygard Companies' limo pick Jane Doe No. 38 up at her residence and take her to his Marina Del Rey property. Nygard took Jane Doe No. 38 to dinner and a night club. Nygard spiked Jane Doe No. 38's drink with drugs. On the drive home, Jane Doe No. 38 blacked out. She awoke on a bed at the Marina Del Rey property and Nygard was on top of her raping her. Nygard gave Jane Doe No. 38 \$300, but refused to let her leave until her friend arrived and threatened to call the police.

88. Jane Doe No. 39 is a United States citizen. In approximately 2010-2011, a Nygard Companies' employee arranged to have a Nygard Companies' driver pick Jane Doe No. 39 up and take her to the Nygard Companies' New York City headquarters. Jane Doe No. 39 met Nygard and he invited her to dinner at the W Hotel. Nygard took Jane Doe No. 39 to two adjoining rooms and instructed her to order food. Nygard then took out a bottle of lubricant and digitally penetrated Jane Doe No. 39. She managed to flee and escape, even though the door was guarded by security.

89. Jane Doe No. 40 is a Canadian citizen. Jane Doe No. 40 is a former employee of the Nygard Companies. In approximately 2001, Nygard requested that Jane Doe No. 40 travel to Nygard Cay, which was paid for by the Nygard Companies. Jane Doe No. 40 was drugged and sodomized by Nygard at Nygard Cay. The next morning, Nygard threatened Jane Doe No. 40 and told her if she told anyone what happened, she would "go in the water."

90. Jane Doe No. 41 is Bahamian citizen who resides in in the United States. Jane Doe No. 41 is a former employee, to include working as a ComCor employee at Nygard Cay. Jane Doe No. 41 first attended a "pamper party" as a guest between 2004 - 2006 when she was approximately eighteen years old. At this first "pamper party," Jane Doe No. 41 was encouraged to drink heavily

by Nygard's "girlfriends." Nygard, along with one of his "girlfriends," raped Jane Doe No. 41, while on the Nygard Companies' boat, the "Lady Hilka." The next morning, the "girlfriend" paid Jane Doe No. 41 approximately \$500 in United States currency on Nygard's behalf and the Nygard Companies' ComCor employees arranged for a driver to take her home. Jane Doe No. 41 continued to attend "pamper parties" and began working at Nygard Cay as a ComCor employee because she needed money. While employed at Nygard Cay, Nygard frequently raped Jane Doe No. 41 by touching her inappropriately and told her that if she wanted to be paid for her overtime, or to get a raise in salary, she would have to have sex with him. In 2014, Jane Doe No. 41 travelled with Nygard to Defendants' New York City property. Nygard raped Jane Doe No. 41 at his New York City apartment and forced her to defecate on him. Nygard also coerced Jane Doe No. 41 to have sex with him and other women in New York City. Nygard took Jane Doe No. 41 to a "swingers club," in New York, and was driven there by the Nygard Companies' driver. Sometime between 2014-2015, Jane Doe No. 41 was also raped by Nygard at the W Hotel in Fort Lauderdale, Florida.

91. Jane Doe No. 42 is a Canadian citizen. In approximately 1992, Jane Doe No. 42 was working as a model in Toronto, Canada. Nygard contacted her and told her that Defendants had a new fashion line coming that he would like her to model. Nygard summoned Jane Doe No. 42 to the Nygard Companies' Toronto office to model new clothing. Afterwards, Nygard took Jane Doe No. 42 on a "tour" of the office. Nygard then took Jane Doe No. 42 into a dark room and shut the door. The room had a large bed in it. Nygard pushed Jane Doe No. 42's face down on the bed and raped and sodomized her.

92. Jane Doe No. 43 is a United States citizen. In approximately 2003, Jane Doe No. 43 was invited to Nygard's Mara Del Rey property by Nygard to sign a contract for a modeling

job. While at Marina Del Rey and shortly after signing the contract, Nygard followed Jane Doe No. 43 into the bathroom and raped her. Following the rape, Nygard bought Jane Doe No. 43 a vehicle as payment. Jane Doe No. 43 continued to work for the Nygard Companies as a model and frequently traveled with Nygard.

93. Jane Doe No. 44 is a Canadian citizen. When Jane Doe No. 44 was approximately fourteen years old, she was living as an adolescent in Winnipeg, Canada. Nygard lured and enticed Jane Doe No. 44 with false promises of paid trips to California to attend glamorous modeling parties. On more than one occasion, Nygard took Jane Doe No. 44 in his car to the Nygard Companies' property in Winnipeg and had the child perform oral sex on him in his car. Nygard paid Jane Doe No. 44 after each such occasion with U.S. currency.

94. Jane Doe No. 45 is a United States citizen that resides in the United States. In approximately 2010, Jane Doe No. 45 was raped, sexually assaulted, and/or sex trafficked by Nygard on several occasions at his Marina Del Rey property. She was brought to Nygard by a "madame" under the false pretense of meeting him for modeling opportunities with the Nygard Companies. Nygard coerced and/or forced Jane Doe No. 45 to engage in commercial sex acts by falsely promising modeling contracts and acquiescing in threats of violence made to Jane Doe No. 45 and her family by the "madame." Nygard paid the "madame" with funds from the Nygard Companies to bring Jane Doe No. 45 to him so that he could rape, sexually assault, and/or sex traffic her.

95. Jane Doe No. 46 is a United States citizen that resides in the United States. In approximately 2007, Jane Doe No. 46 was raped, sexually assaulted, and/or sexually battered by Nygard at the W Hotel in New York City. Jane Doe No. 46 was working as a model and met Nygard through professional contacts in Hollywood Hills, California. Nygard told Jane Doe No.

46 that she should be a model for the Nygard Companies and offered her a modeling opportunity in New York City. The Nygard Companies paid for Jane Doe No. 46 to fly to New York City on Defendants' "N-Force" jet and booked her a room at the W Hotel. While she was sleeping in her hotel room, Nygard entered without permission and demanded that Jane Doe No. 46 defecate in his mouth. When she refused, Nygard forced Jane Doe No. 46 to perform oral sex on him twice and he forced oral sex on her as well.

## **B. Defendants**

96. 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.

97. 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."<sup>21</sup>

98. Nygard regularly travels to the United States, spends substantial time at his residence in this District, and conducts substantial business in this District through his global headquarters and flagship store, which are located in this District.<sup>22</sup>

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

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

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<sup>21</sup> See Complaint at ¶¶ 1, 31, *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017).

<sup>22</sup> See <https://vimeo.com/160922029>



101. Defendant Nygard International is a Canadian corporation that has its administrative offices in Winnipeg, Canada and its global headquarters in New York City.<sup>23</sup>

102. Nygard International conducts substantial business in this District and various other locations in the United States and around the world.<sup>24</sup>

103. Defendant Nygard Holdings is a Bahamian shell corporation registered in the Bahamas as an Offshore Company/International Business Company (“IBC”). An IBC is a company that does not engage in active business or trading activities within the country it is registered. IBCs are not required to file annual returns nor financial statements, and the name of the shareholders and Directors are not required to be disclosed under the IBC laws of the Bahamas, which make IBCs a premier choice for asset protection and financial privacy.

104. 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.

105. Tan Jay International LTD. is a Canadian corporation registered for business in California, with a registered address at 110 East Ninth St., B1321, Los Angeles, California. Tan Jay is a predecessor entity to Nygard International.

106. 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.

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<sup>23</sup> <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](http://www3.nygard.com/Store/webcast/NY_event_Macy's_parade/page1.asp).

<sup>24</sup> <https://corporate.nygard.com/about-nygard/>

107. 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.

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

109. 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.<sup>25</sup>

110. The Nygard Companies knowingly conspired, aided and abetted, facilitated, and directly participated in Nygard's illegal conspiracy and/or venture by luring young women with false promises of career opportunities with the companies, paying for and hosting "pamper parties" under the Nygard brand, withdrawing large sums of cash, paying employees at all such events, allowing use of the Company-owned "N-Force" jet<sup>26</sup> and company finances to transport Nygard's victims to destinations in the United States, Canada, the Bahamas and around the world where he committed his crimes, allowing use of the company-owned boat to transport liquor, drugs, and

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<sup>25</sup> See, e.g. *Nygard, et al. v. Bacon*, No. 1:19-cv-01559-LGS-KNF (S.D.N.Y. Feb. 19, 2019); *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027, 2017 WL 4303825 (S.D. Fla. Jan. 5, 2017); *Nygard International Partnership v. Feralio*, No. B266683, 2017 WL 4784925 (Cal. Ct. App. Oct. 24, 2017); *Nygard v. Jasper*, No. 8:15-cv-1939-T-33EAJ, 2016 WL 9526666 (M.D. Fla. Jan. 4, 2016); *Nygard, Inc. v. Uusi-Kerttula*, 159 Cal.App.4th 1027 (Cal. Ct. App. 2008); *Nygard, Inc. v. Kustannusosakeyhtio Iltalehti*, No. B192639, 2007 WL 1775963 (Cal. Ct. App. June 21, 2007).

<sup>26</sup> See <https://corporate.nygard.com/2005/07/15/ilta-sanomat-fashion-moguls-plane-will-house-a-sauna-private-movie-theatre-a-disco/>.

supplies for “pamper parties,” and paying for Nygard’s commercial sex acts with his victims, among other actions.

111. The Nygard Companies also benefit from such activity by using the “pamper parties,” Nygard’s playboy image, the Nygard flagship store in Times Square, and the Nygard Cay and Marina Del Rey properties to promote the Nygard brand and products to consumers in the United States, Canada, the Bahamas, and elsewhere.<sup>27</sup>

112. 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.

113. Several of Nygard’s victims were also coerced into labor trafficking that directly benefited the Nygard Companies. Those being labor trafficked were forced to work exceptionally long hours with little sleep for no additional payment. Often, the jobs they were hired to perform would be expanded by Nygard to include countless other duties with no additional pay.

### **THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT**

114. 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.

115. 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,

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<sup>27</sup> See, e.g., [http://www4.nygard.com/SCF/NygardCayBahamas.aspx?ID=38&Folder\\_id=55](http://www4.nygard.com/SCF/NygardCayBahamas.aspx?ID=38&Folder_id=55)  
<http://www4.nygard.com/scf/News.aspx?id=7826>[https://www.youtube.com/watch?v=WPFz3\\_yfj2I](https://www.youtube.com/watch?v=WPFz3_yfj2I);  
<https://www.youtube.com/watch?v=WUzW-Y0qRB0>;  
[https://www.youtube.com/watch?v=Dx23m\\_Op0JO](https://www.youtube.com/watch?v=Dx23m_Op0JO); [https://www.youtube.com/watch?v=cwRdiTSY\\_dM](https://www.youtube.com/watch?v=cwRdiTSY_dM)

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).<sup>28</sup>

116. As alleged herein, Defendants have knowingly used interstate and foreign commerce to violate the TVPRA by enticing and recruiting Jane Does Nos. 1-46 and the other Class members knowing, or in reckless disregard of the fact, that fraud, threats of serious harm, coercion, and physical force, or knowing that the victim had not attained the age of eighteen years, would cause the victims to engage in commercial sex acts.

117. 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 States. The violations against Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 occurred in the Bahamas or Canada after December 19, 2003, and/or occurred within the territorial jurisdiction of the United States, and the Defendants are lawfully admitted to the United States for permanent residence and/or are present in the United States.

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<sup>28</sup> 18 U.S.C. § 1591(a).

118. The TVPRA also applies to Nygard's conduct abroad because the locus of the Nygard Companies, which supplied resources, including employees and cash payments to the victims, is in New York City. Further, Nygard has substantial contacts with the United States, both individually as well as through the Nygard Companies.

119. 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.

120. Nygard uses the Nygard Companies' money, brand, and resources to facilitate and commit commercial sex acts in the United States, the Bahamas, Canada, and elsewhere around the world. The Nygard Companies fund all of Nygard's "pamper parties" by transferring cash from the company's bank account in Canada and routing it through New York, the Nygard Companies' worldwide headquarters. All "pamper party" employees and supplies including, without limitation, food, alcohol, drugs, and entertainment, are paid for from a Nygard Holdings account that is funded directly by Nygard International. And, critically, the cash that Nygard uses to pay his victims after raping and/or sexually assaulting them, comes from the Nygard Companies.

121. As explained more fully below, the Nygard Companies also helped Nygard lure and entice his victims to locations where Nygard can rape, sexually assault, sexually batter, molest, and/or sex traffic them by offering modeling jobs and other career opportunities with the Nygard Companies. The rape, sexual assault, sexual battery, molestation, and sex trafficking of many of Nygard's victims occurred on company property and was facilitated and enabled by, among others, employees of the Nygard Companies.

122. The Nygard Companies have their global headquarters in New York City and have actual knowledge of Nygard's illegal activity through Nygard—the founder, chairman, and 100%

owner of the companies at the time of the acts detailed in this Complaint. Other high-ranking employees and executives of the Nygard Companies also have actual knowledge of Nygard's criminal activity including, without limitation, Vice Chairman, Jim Bennett, Executive Vice President, Rick Wanzel, Executive Vice President and General Manager, David Paton, Director of Systems, Greg Fenske, Marketing and Promotions Director, Princy Mathew and Kevin Carkner, Tiina Tulikorpi, CEO, Sajjad Hudda, President and CEO, Denis LaPointe, and Director of Human Resources, Wajma Popal. Other finance personnel, including the Nygard Companies' corporate accountant, Lili Micic, among others, know or should know about Nygard's illegal activity, because they are routinely sending tens of thousands of dollars per month in U.S. currency, without substantiation or controls, to Nygard.

123. Nygard has a permanent residence in New York City, which is above his flagship store on 40th Street and Broadway, near Times Square. The building is leased by Nygard International.

124. Nygard also has a residence in Los Angeles, California.

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

126. Nygard enticed and coerced some of his victims, as alleged herein, to engage in commercial sex acts in, among other places, Los Angeles, Florida and New York City. Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 were raped, sexually assaulted, sexually battered, molested, and/or sex trafficked in California. Jane Does Nos. 12, 13, 39, 41, and 46 were raped, sexually assaulted, sexually battered, molested, and/or sex trafficked in New York. Jane Doe No. 41 was raped and/or sexually assaulted in Florida.

127. Nygard uses the Nygard Companies-owned “N-Force” jet to transport his victims to and from locations in the Bahamas, Canada, New York, California, and Florida, as well as elsewhere around the world.

128. Nygard uses the Nygard Companies-owned boats, which are docked in Florida for months at a time, to transport drugs, liquor, and supplies for “pamper parties.”

129. Nygard also uses the Nygard Companies’ resources, including, without limitation, the “N-Force” jet and boats, to smuggle women, drugs, liquor, and other supplies into and out of various jurisdictions including, without limitation, the United States, Canada, and the Bahamas.

130. Nygard uses employees paid by the Nygard Companies, who use Company phones, computers, email, and social media accounts to entice and lure his victims to locations in the United States, the Bahamas, and Canada, so that Nygard can rape, sexually assault, sexually batter, molest, and/or use fraud and coercion to force them, or, knowing that the victim has not attained the age of eighteen years, to engage in commercial sex acts. He also keeps a database of potential victims that is maintained by the corporate IT department on the Nygard Companies’ corporate server.

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

132. 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.

133. In addition to violating the TVPRA, as alleged herein, Defendants conspired to violate and/or violated the laws of the States of California and Florida as well as the laws of Canada and the United Kingdom.

### **FACTUAL ALLEGATIONS**

#### **A. Peter J. Nygard is Synonymous with the Nygard Companies and the Nygard Companies Have Knowledge of His Sex Crimes.**

134. 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 \$900 million through various business entities that he owns in the fashion industry.<sup>29</sup>

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

136. 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.<sup>30</sup>



<sup>29</sup> <https://www.youtube.com/watch?v=yH0ODUKH1qE>; <https://www.youtube.com/watch?v=L1x-Vrn-33M>; <https://www.youtube.com/watch?v=iK5hlW15qLc>

<sup>30</sup> <https://corporate.nygard.com/about-nygard/>



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

138. Defendant Nygard Holdings is a Bahamian shell corporation registered in the Bahamas as an Offshore Company/International Business Company (“IBC”). An IBC is a company that does not engage in active business or trading activities within the country it is registered. IBCs are not required to file annual returns nor financial statements, and the name of the shareholders and Directors are not required to be disclosed under the IBC laws of The Bahamas, which make IBCs a premier choice for asset protection and financial privacy.

139. 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.

140. 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.<sup>31</sup>

141. 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.<sup>32</sup>

142. 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

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<sup>31</sup> See, e.g. *Nygard, et al. v. Bacon*, No. 1:19-cv-01559-LGS-KNF (S.D.N.Y. Feb. 19, 2019); *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027, 2017 WL 4303825 (S.D. Fla. Jan. 5, 2017); *Nygard International Partnership v. Feralio*, No. B266683, 2017 WL 4784925 (Cal. Ct. App. Oct. 24, 2017); *Nygard v. Jasper*, No. 8:15-cv-1939-T-33EAJ, 2016 WL 9526666 (M.D. Fla. Jan. 4, 2016); *Nygard, Inc. v. Uusi-Kerttula*, 159 Cal. App. 4th 1027 (Cal. Ct. App. 2008); *Nygard, Inc. v. Kustannusosakeyhtiö Iltalehti*, No. B192639, 2007 WL 1775963 (Cal. Ct. App. June 21, 2007).

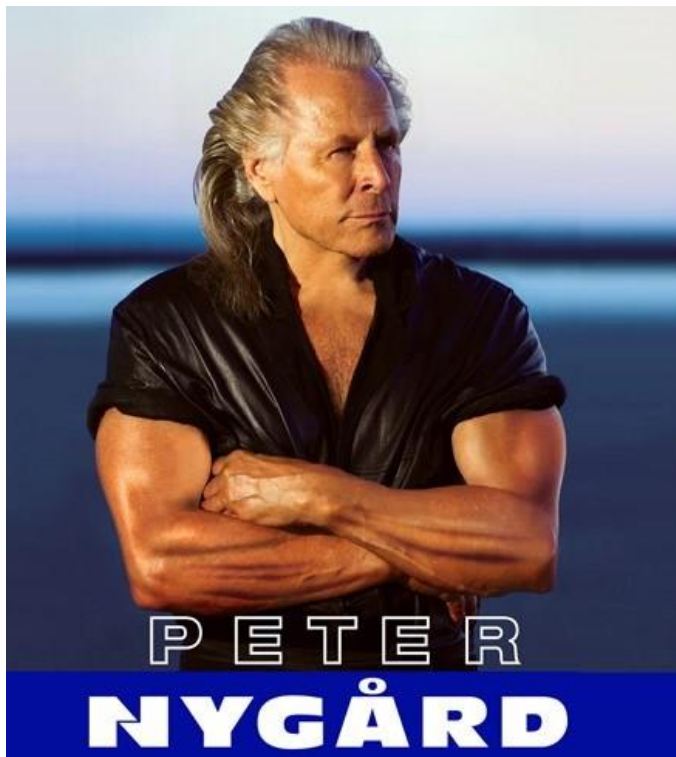
<sup>32</sup> See Complaint at ¶ 1, *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017).

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.

143. 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.

144. Nygard admits in public filings that he and his businesses are "closely associated in the public eye."<sup>33</sup>

145. 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.<sup>34</sup>



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<sup>33</sup> *Id.* at ¶¶ 1, 31.

<sup>34</sup> *See, e.g.*, video at <https://corporate.nygard.com/>

146. 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.<sup>35</sup>



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

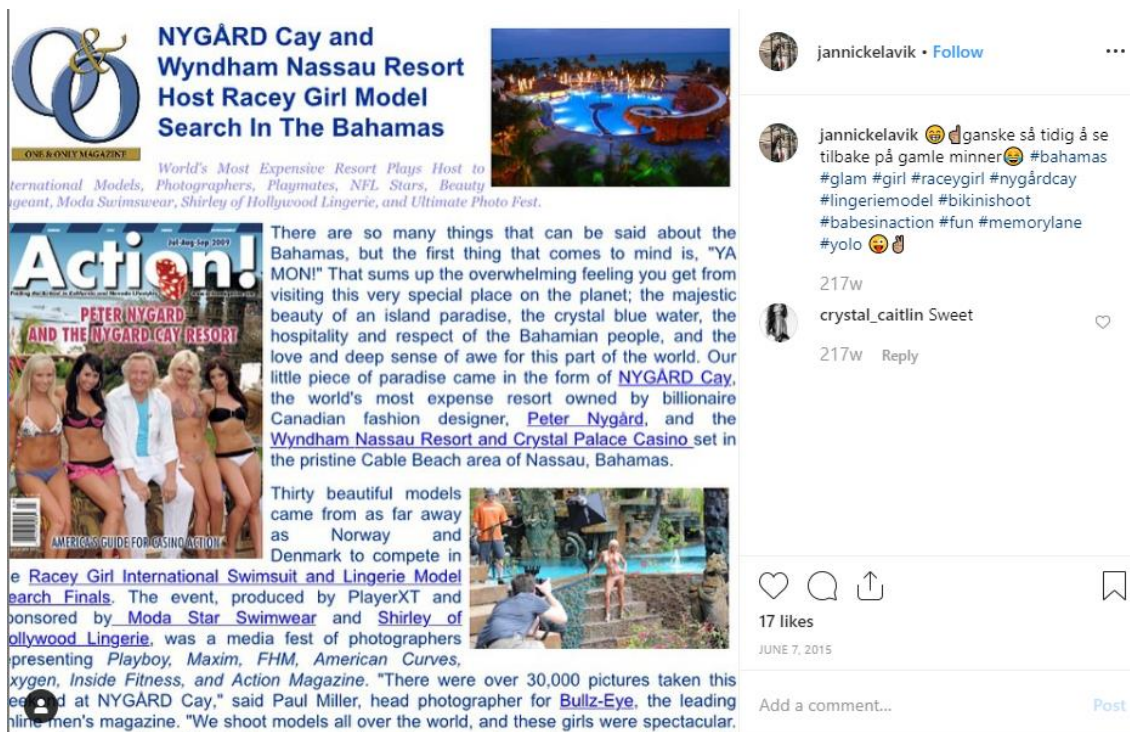
148. The Nygard Companies’ promotional materials prominently feature his Nygard Cay and Marina Del Rey properties (he even named Nygard Cay after himself and the company).<sup>36</sup> The Nygard brand and logo is also featured prominently at Nygard Cay and Marina Del Rey, and all events hosted at the properties are the Nygard Companies’ corporate functions.<sup>37</sup> Nygard has also stated in public filings that Nygard International has a corporate office at Nygard Cay.

<sup>35</sup> See Complaint at ¶ 31, *Nygard, et al. v. Dipaolo, et al.*, No. 17-cv-60027 (S.D. Fla. Jan. 5, 2017).

<sup>36</sup> See <https://www.youtube.com/watch?v=GQRDS-KIOw0>; <https://vimeo.com/160922029>

<sup>37</sup> See [http://pimpingpictures.com/Jarmopohjaniemi.com/Blog/Entries/2008/6/11\\_Nygard\\_Cay\\_Hosts\\_Playboy\\_Shoot.html](http://pimpingpictures.com/Jarmopohjaniemi.com/Blog/Entries/2008/6/11_Nygard_Cay_Hosts_Playboy_Shoot.html)

149. Nygard and the Nygard Companies also use the Nygard Cay property to promote the Nygard Companies' brand by renting it out and having events and parties with celebrities and politicians including, among others, Oprah Winfrey, George H.W. Bush, Robert De Niro, and Sean Connery.<sup>38</sup>



150. Nygard uses the Nygard Cay and Marina Del Rey properties, his customized "N-Force" jet, his boat, and his New York City apartment above his flagship store—each of which is owned or leased by the Nygard Companies or companies affiliated with the Nygard Companies—to promote himself and the Nygard Companies and, at the same time, facilitate the commission of his crimes, as noted throughout this Amended Complaint.

<sup>38</sup> See <https://www.lawcrossing.com/article/3372/Indulge-in-the-Pleasures-of-Nygard-Cay/>; see also <https://corporate.nygard.com/2006/12/09/nygards-cay-an-island-of-fantasy-the-ultimate-treehouse/>



151. Nygard hosts “pamper parties”<sup>39</sup> at his Nygard Cay and Marina Del Rey properties, under the Nygard brand, as a means to further Defendants’ illegal conspiracy and/or venture and also benefit the brand of the Nygard Companies.<sup>40</sup> The “pamper parties” and all supplies—including alcohol and drugs provided to minors—are paid for by the Nygard Companies.

152. Employees that staff the “pamper parties” are also paid by the Nygard Companies with funds routed through New York City.

153. In addition to staffing the parties with bartenders, cooks, servers, maids, and other employees, the Nygard Companies also employ people to work at what Nygard refers to as ComCor, who are used in California and the Bahamas to ensure that potential victims attend the “pamper parties” by contacting them and arranging for transportation.

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<sup>39</sup> See [https://www.youtube.com/watch?v=WPFz3\\_yfj2I](https://www.youtube.com/watch?v=WPFz3_yfj2I)

<sup>40</sup> See [http://pimpingpictures.com/Jarmopohjaniemi.com/Blog/Entries/2008/6/11\\_Nygard\\_Cay\\_Hosts\\_Playboy\\_Shoot.html](http://pimpingpictures.com/Jarmopohjaniemi.com/Blog/Entries/2008/6/11_Nygard_Cay_Hosts_Playboy_Shoot.html)



154. The Nygard Companies' ComCor employees also recruit and/or procure potential victims for Nygard. ComCor employees are paid by the Nygard Companies.

155. When girls were flown to the Bahamas on the Nygard Companies' "N-Force" jet for "pamper parties," the passengers' passports were often collected, their return flight was cancelled by the corporate travel agency personnel, and approval from Nygard was required to leave Nygard Cay and the island. Nygard expected a sex act before he was willing to consider releasing any person.

156. Similarly, once Nygard's victims arrive at Nygard's Marina Del Rey property for "pamper parties," they are not permitted to leave without Nygard's express permission. The property is gated and all doors are equipped with keypads that require a key code, known only by Nygard, to open. Nygard demanded his victims engage in sex acts before allowing them to leave.

157. Once Nygard selects his victims, his employees are sometimes instructed to drug the victims, by placing Rohypnol and/or other mind-altering drugs in their drinks (referred to as "happy juice"), and to escort the victims to Nygard's bedroom.

158. Nygard uses the "pamper parties" to both promote the Nygard Companies' brand and to facilitate rape, sexual assault, sexual battery, molestation, and/or sex trafficking. He is acting on behalf of the Nygard Companies, under the brand and reputation of the companies, and using funds of the companies to commit his crimes.

159. That Nygard is a sexual predator 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.

160. In 1980, Nygard was arrested for rape, but the charges were later dropped when the woman accusing him decided not to testify against him. Nygard used funds from the Nygard Companies to pay the woman off so that she would not testify against him.

161. 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.

162. 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.

163. 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.

164. 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.

165. 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).

166. 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.

167. 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.

168. 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.

169. 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.

170. Rather than helping to create a professional work environment for female employees, the Nygard Companies' HR department, currently headed by Wajma Popal, 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 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.

**B. Nygard is Able to Engage in A Uniform Pattern and Practice of Sex Trafficking Due, in Part, to His Intimidation and Corruption Tactics.**

***Bahamian Culture, Political Corruption, and Nygard's Power in the Bahamas.***

**1. Sexual Crimes are Drastically Under-Reported in the Bahamas Due to Weak Laws that are Poorly Enforced.**

171. In 2007, the Bahamas had the highest rate of reported rapes in the world, and, in 2016, it had the highest incidence of rape per capita in the Caribbean. The UN Woman narrative on gender-based violence in the Caribbean found that the worldwide average for rape was fifteen per 100,000, while the Bahamas has an average of 133 per 100,000.<sup>41</sup>

172. Global estimates are that between 60 and 95 percent of sexual crimes go unreported and that even those reported are unlikely to be prosecuted. Rape, in particular, is the most underreported violent crime.<sup>42</sup>

173. Rape is particularly underreported in the Bahamas due to a culture of stigmatization, victim shaming, government corruption, and weakly-enforced laws. For example, in 2013, the Bahamas Crisis Centre in New Providence alone counselled 122 new clients for rape and 42 for sexual assault, while, during that same period, the police recorded only 104 rapes for

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<sup>41</sup> [http://www.unodc.org/pdf/research/Cr\\_and\\_Vio\\_Car\\_E.pdf](http://www.unodc.org/pdf/research/Cr_and_Vio_Car_E.pdf);  
<http://www.tribune242.com/news/2016/feb/16/bahamas-has-worst-total-region-rapes/>.

<sup>42</sup> Heather Sutton, IDB Series on Crime and Violence in the Caribbean: Crime and Violence in the Bahamas, June 2016, at 34-25, available at <https://publications.iadb.org/en/publication/12508/crime-and-violence-bahamas-idb-series-crime-and-violence-caribbean>.

the entire country. During the same time period, data from Princess Margaret Hospital's emergency room alone shows it treated nearly 1.5 times the amount of country-wide rapes reported to the police.<sup>43</sup>

174. In 2018, only 55 rapes were reported in the Bahamas, while Cleveland, Ohio, which has a similar population size, had 585.<sup>44</sup>

175. The local word for rape in the Bahamas is "hush." It is not discussed or spoken of as a societal problem.

176. In 2018, the State Department issued a travel advisory warning that "sexual assault is common" in the Bahamas and advising tourists to exercise caution.

177. Rapes in the Bahamas also have very low police-clearance rates. On average, the percentage of rape cases solved between 2010 and 2013 was 40 percent. This means that rapes are highly unlikely to be prosecuted, which does little to stimulate better reporting.<sup>45</sup>

178. Another reason why sex crimes are so widely under-investigated and prosecuted in the Bahamas is because violence against women and girls is often seen as a private matter, in which the State should not interfere. A culture of acceptance interrelated with strong patriarchal gender norms is prevalent, which can lead to failures in response by law enforcement.<sup>46</sup>

179. Due, in part, to these factors, scores of Nygard rapes and sexual assaults in the Bahamas have gone unreported over the past three decades.

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<sup>43</sup> *Id.*; <https://ewnews.com/711-rapes-presented-to-hospitals-since-july-2013>

<sup>44</sup> <https://www.nytimes.com/2020/02/22/world/americas/peter-nygard-louis-bacon.html?referringSource=articleShare>

<sup>45</sup> *Id.*

<sup>46</sup> Human Rights Council, Report of the Special Rapporteur on violence against women, its causes and consequences, on her mission to the Bahamas, at 4 (May 25, 2018), available at <https://undocs.org/en/A/HRC/38/47/Add.2>.

## 2. Political and Government Corruption Has Been Widespread in the Bahamas.

180. Political and governmental corruption is “rooted in the fabric of Bahamian society.”<sup>47</sup> The government has laws to combat corruption of and by public officials, but they are inconsistently applied.<sup>48</sup>

181. According to one survey, despite one in ten Bahamians disclosing that they had been forced to pay a bribe within the past year to obtain public services, few reported the corruption to law enforcement. According to the survey, almost half were too scared of the consequences—such as potential retaliation and victimization—to report allegations of bribery by public officials. Fear is a major obstacle to stamping out a problem that the Bahamian Prime Minister recently estimated costs the Bahamian economy approximately \$200 million per year.<sup>49</sup>

182. For this reason, few people in the Bahamas (approximately 6%) actually report corruption when they experience it. Overwhelmingly, the survey showed that of those who reported an incident of corruption to the authorities—*not one* respondent stated that the authorities took action against the government officials involved. This is despite the evidence showing that one in eight Bahamians (approximately 13%) who had contact with the police in the year prior to October 2017 had paid a bribe in order to get services they needed.<sup>50</sup>

183. Bribery in the courts was also reported, with one in ten people who came into contact with the courts having paid a bribe in the previous twelve months, demonstrating that there is still an acute corruption risk in this key law and order institution (10%). The findings indicate how corruption is undermining the rule of law and public safety in the Bahamas, in addition to the

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<sup>47</sup> <http://www.tribune242.com/news/2018/apr/26/not-a-single-bribe-demand-is-probed/>

<sup>48</sup> <https://www.globalsecurity.org/military/world/caribbean/bs-corruption.htm>

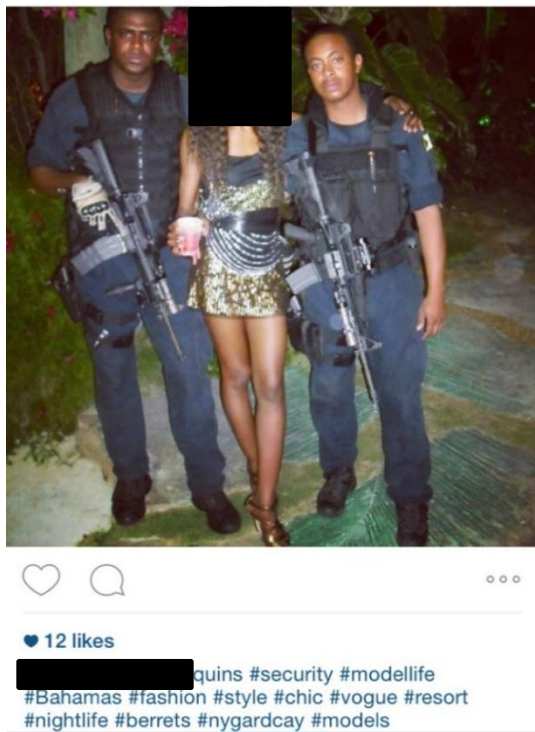
<sup>49</sup> <http://www.tribune242.com/news/2018/apr/26/not-a-single-bribe-demand-is-probed/>

<sup>50</sup> *Id.*

Bahamians’ inability to police its borders and determine who can reside in the country.<sup>51</sup> Corruption has become “a cultural element of the mindset of Bahamians[,]” and “[i]t’s rooted in the fabric of society.”<sup>52</sup>

184. Additionally, the Royal Bahamas Police Force scored an unwanted first by becoming the first police organization in the Caribbean to rank top for both receiving bribery payments and being perceived as the country’s most corrupt public institution. As a result, Bahamians are unwilling to report corruption and other crimes to law enforcement because they don’t trust the police.<sup>53</sup>

185. Nygard routinely hired Bahamian policemen for “personal security,” which furthered his victims’ mistrust of the police. Below is a photo of Bahamian policemen at Nygard Cay.



<sup>51</sup> *Id.*

<sup>52</sup> *Id.*

<sup>53</sup> *Id.*

186. Due to the low police clearance rates for investigations of sexual crimes and the cultural attitude toward sexual crimes and the victims of such crimes, victims of sexual crimes in the Bahamas rarely pursue their claims. They are ashamed and embarrassed, fear retaliation and victimization, rightfully do not trust law enforcement to pursue and prosecute their attackers, and do not trust the court system to provide them with justice.

**3. Nygard has Significant Power and Influence in the Bahamas, Resulting from His Widespread Bribery and Bahamian Political Contributions.**

187. During the time-period relevant to this action, Nygard was well known in the Bahamas as one of the wealthiest and most influential individuals with a home there.<sup>54</sup> He has also spent significant money, provided by the Nygard Companies, to bribe Bahamian officials including, without limitation, law enforcement, and to gain political influence and power on the island through political contributions.<sup>55</sup>

188. Nygard's political connections in the Bahamas go as far back as the 1980s when he paid government officials to provide him with the property where he built his Nygard Cay estate. In the early 1990s, Nygard paid members of the Progressive Liberal Party ("PLP") for help relating to his Nygard Cay property and expansion plans. In 1992, Nygard wrote to then minister of agriculture, Perry Christie ("Christie"), regarding a "significant" pledge he had made, asking for help relating to the expansion of his property, and stating "this whole world is based on one hand helping the other and you know that I am prepared to do whatever is in my capacity to help out the Bahamas and the PLP party and of course yourself in an way I can."

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<sup>54</sup> See, e.g., <https://www.youtube.com/watch?v=n6KOtR4G37U>; <https://www.youtube.com/watch?v=d55fJKf8zsA>

<sup>55</sup> See, e.g., <https://www.youtube.com/watch?v=zKFjnnHXDGs>; <https://www.youtube.com/watch?v=ih55gjHvEp8>

189. Nygard's long relationship with the PLP and its leader, Christie, continued for decades. Christie eventually became the Prime Minister of the Bahamas from 2002-2007. The PLP and Christie, however, lost the 2008 election to the rival political party, the Free National Movement ("FNM").

190. Nygard made significant financial contributions, using the Nygard Companies' funds, and efforts in order to help the PLP and Christie regain power in the Bahamas by winning the 2012 election.<sup>56</sup>

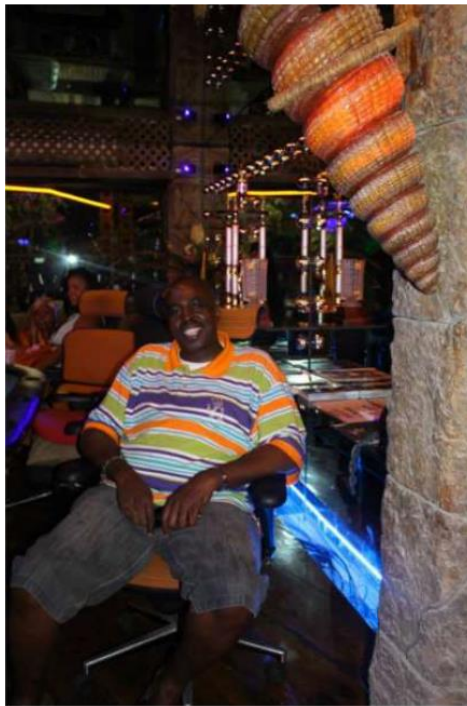
191. Nygard contributed at least \$10 million (in U.S. or Bahamian currency) to get Christie elected and paid to have individuals spread bad press about the FNM. He also paid \$300 to each person who would vote for the PLP in the 2012 election. Nygard was thus able to successfully help Christie get elected for a second term (2012-2017), in exchange for political favors and influence.

192. Nygard and Christie were in regular contact with one another before, during, and after the 2012 election.<sup>57</sup> Nygard regularly invited political figures, such as Bahamian Parliament members including, without limitation, Shane Gibson, Dion Foulkes, and police officers such as Royal Bahamas Police Superintendents Allan Emmanuel, Stephen Dean, and Wendall Deveaux, to attend his "pamper parties." As stated by the Nygard ComCor department, which answers exclusively to Nygard, the photograph below describes Shane Gibson as attending and pictured at a "pamper party" in 2014.

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<sup>56</sup> See <http://www.tribune242.com/news/2013/jul/18/mp-concerns-nygard-donated-5m-plp/>; <http://www.tribune242.com/news/2013/jul/23/nygard-admits-backing-plp-sworn-affidavit/>

<sup>57</sup> See, e.g., <http://www.tribune242.com/news/2017/may/05/fresh-questions-over-las-vegas-trip-pm-gibson-and-/>



Mr. S Gibson :-)- :-)  
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193. Nygard provided PLP party members, including Shane Gibson and corrupt police officers, with children and young women to engage in commercial sex acts with in exchange for favors for Nygard. Nygard also provided some of his “girlfriends” to Bahamian politicians and police officers for sexual gratification. Nygard did so to gain influence with these politicians and law enforcement officials, as well as to gain compromising information about them in order to exert his influence over them.

194. For Example, former Playboy Playmate, Anna Nicole Smith, was a “girlfriend” of Nygard from approximately 1999-2002.<sup>58</sup> Nygard “gifted” Anna Nicole Smith to Shane Gibson. Shane Gibson later resigned from his position as Immigration Minister after photographs surfaced of him in bed with Anna Nicole Smith.<sup>59</sup>

<sup>58</sup> See <https://www.whosdatedwho.com/dating/peter-nygard-and-anna-nicole-smith>.

<sup>59</sup> See <https://www.kltv.com/story/6107637/bahamas-official-resigns-over-photos-with-anna-nicole-smith/>



195. On another such occasion, one of Nygard's "girlfriends," Jane Doe No. 12, was sent by Nygard to Perry Christie's office to "ask for help" with a personal matter. When she arrived, Christie had "sexy" photos of her, that she had taken for Nygard, spread across his desk. Christie took his penis out and attempted to engage in sexual activity with Jane Doe No. 12. Jane Doe No. 12 refused. Afterwards, Nygard asked about Jane Doe No. 12's encounter with Christie and became upset when he learned that Jane Doe No. 12 did not have sexual intercourse with Christie.

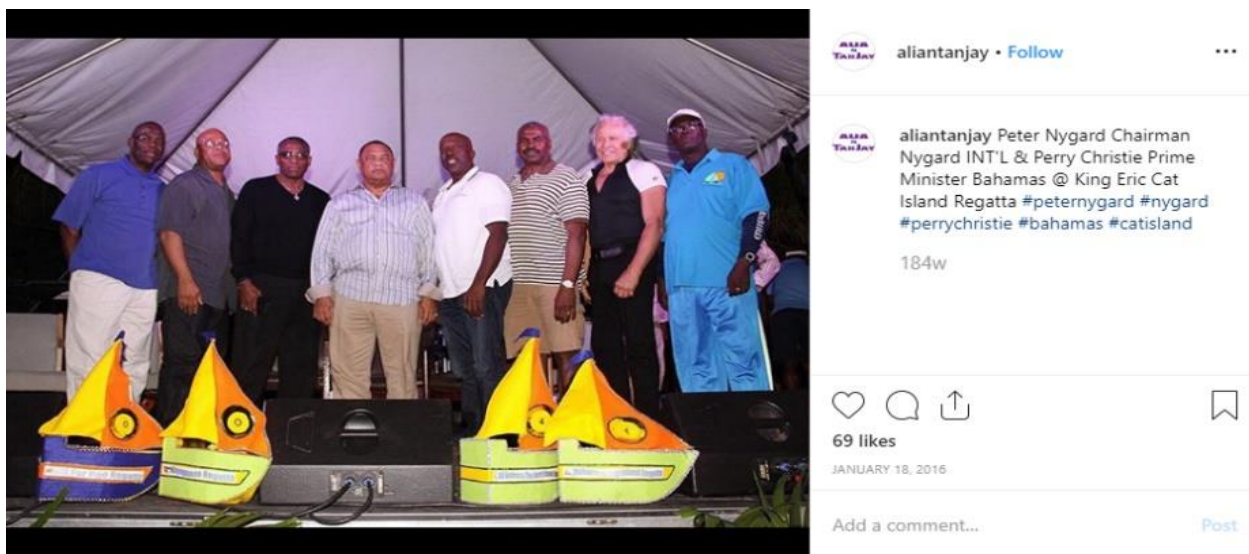


196. On September 5, 2012, shortly after the 2012 election, Prime Minister Christie and other high-ranking members of the PLP visited Nygard at Nygard Cay.





197. Nygard also hosted high-ranking PLP officials at his Nygard Cay property to celebrate the PLP election victory in 2012, including the following, without limitation: the Minister of Housing & National Insurance, Shane Gibson; the Minister for Grand Bahamas, Dr. Michael Darville; the Minister of Education, Jerome Gomez; the Minister of Agriculture, Alfred Gray; the Minister of Housing & Environment, Ken Dorsett; the Minister of Health, Dr. Perry Gomez; and the Director of Fertility, Dr. Wan Song.<sup>60</sup>



198. Bahamian Parliament member and PLP member, Shane Gibson, was paid approximately \$94,131.10 prior to the general election in 2012 and into 2013. The funds were deposited directly to his bank account in the United States, and the payments were made with funds from the Nygard Companies. Shane Gibson could not explain why the funds were deposited in an offshore U.S. bank account, as opposed to his bank accounts in the Bahamas.<sup>61</sup>

<sup>60</sup> See <https://www.youtube.com/watch?v=Pw1xUXQNeIg>; see also <https://www.youtube.com/watch?v=jVfw9LOSOZo>

<sup>61</sup> <http://www.tribune242.com/news/2017/apr/24/nygard-gave-gibson-94000-5000-month-paid-ministers/>

Shane D. SHANE GIBSON - 80042

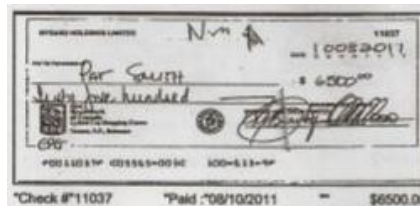
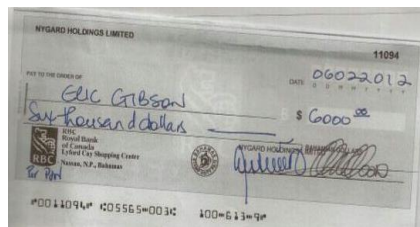
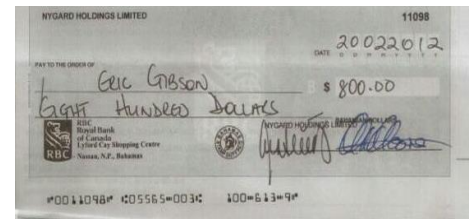
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388384	3179555	Professional services - DEC/12		Goods RCVD	Jan 08, 2013	Closed	5,000.00 USD	
388376	3173216	Professional services - NOV/2012		Goods RCVD	Dec 06, 2012	Closed	5,000.00 USD	
376980	3168359	Professional services - OCT 2012		Goods RCVD	Nov 11, 2012	Closed	5,000.00 USD	
378957	3163544	Professional services - SEP 2012		Goods RCVD	Oct 04, 2012	Closed	5,000.00 USD	
359926	3154565	Professional services - AUG 2012		Goods RCVD	Sep 05, 2012	Closed	5,000.00 USD	
356720	3148842	Professional services - JUL/12		Goods RCVD	Aug 05, 2012	Closed	5,000.00 USD	
353229	3146729	Professional services - JUN/12		Goods RCVD	Jul 09, 2012	Closed	5,000.00 USD	
346727	3143516	Professional services - MAY 2012		Goods RCVD	Jun 09, 2012	Closed	5,000.00 USD	
341623	3135088	Professional services - APR 2012		Goods RCVD	May 03, 2012	Closed	5,000.00 USD	
337376	3132005	Professional Services - MAR 2012		Goods RCVD	Apr 05, 2012	Closed	5,000.00 USD	
328094	3122260	Professional services - FEB 2012		Goods RCVD	Mar 10, 2012	Closed	5,000.00 USD	
323238	3117558	Professional Services - JAN 2012		Goods RCVD	Jan 31, 2012	Closed	5,000.00 USD	
321115	3115191	Travel - Nassau to Miami DEC# 11 - JAN# 12		Goods RCVD	Jan 09, 2012	Closed	4,131.10 USD	
321078	3115168	Professional services - DEC 2011		Goods RCVD	Jan 08, 2012	Closed	5,000.00 USD	
318369	3109955	Professional services - NOV 2011		Goods RCVD	Dec 01, 2011	Closed	5,000.00 USD	
308585	3107512	Professional Services - OCT 2011		Goods RCVD	Nov 01, 2011	Closed	5,000.00 USD	
496487	3096087	Professional services - SEP 2011		Standard	Oct 03, 2011	Closed	5,000.00 USD	
485296	3081555	Professional services - AUG 2011		Goods RCVD	Sep 02, 2011	Closed	5,000.00 USD	
482791	3078679	Professional Services - JUL31-11		Goods RCVD	Aug 04, 2011	Closed	5,000.00 USD	

Matches (of 19 POKS)

199. Eric Gibson, who is Shane Gibson's brother, was also on Nygard's "payroll" and was paid directly by the Nygard Companies, acting as a conduit to covertly funnel money between Nygard and the PLP. Nygard instructed his ComCor employees to have a check ready for Eric Gibson every week, even though he did not provide any work for Nygard. Pat Smith, a PLP loyalist with close connections to Perry Christie also acted as a conduit to covertly funnel money to the PLP and was provided with regular payments from the Nygard Companies "per PJN" (Peter J. Nygard).





200. Nygard was also close with Deputy Prime Minister Phillip “Brave” Davis (“Davis”) and regularly met with him at Viking Hill and paid bribes to him and his political aides. Nygard met Davis through one of his former “girlfriends” who also was a former girlfriend of Davis.

201. Davis allegedly introduced Nygard to known Bahamian gangsters and convicted criminals, Livingston “Toogie” Bullard and Wisler “Bobo” Davilma.<sup>62</sup> Nygard paid “Toogie” and “Bobo” with funds from the Nygard Companies to intimidate anyone who spoke out against him

<sup>62</sup> See

[https://www.bahamaslocal.com/newsitem/147536/Court\\_documents\\_claim\\_Deputy\\_PM\\_sent\\_criminals\\_to\\_protect\\_Nygards\\_interests.html](https://www.bahamaslocal.com/newsitem/147536/Court_documents_claim_Deputy_PM_sent_criminals_to_protect_Nygards_interests.html); <https://www.youtube.com/watch?v=xCa9LEJsg2I> (Nygard berating his security guard, Leo Thurston).

or his initiatives by, among other means, directing them to firebomb his detractors' vehicles and/or businesses, instructing them to threaten to kill those who oppose him, and commit other acts of violence and intimidation.<sup>63</sup>

202. Covert recordings have captured Nygard discussing illicit activity with Toogie and Bobo including, among other things, committing acts of violence against others and setting up covert meetings with Bahamian officials.<sup>64</sup>

203. Nygard used his political connections and bribes to successfully gain building permits and to receive other favorable treatment including, without limitation, overlooking his illegal activities.

204. In the months leading up to the general election of May 2012, many politicians visited Nygard Cay to receive cash for their campaigns. Jane Doe No. 41 personally handed these politicians cash from the Nygard Companies. Nygard's strategy was to fund the government so that they would support Nygard's initiatives.

205. Nygard had Bahamian police officers on his "payroll" and they frequently visited Nygard Cay, including Royal Bahamas Police Chief Superintendent, Solomon Cash, Superintendents Allan Emmanuel, Stephen Dean, and Wendall Deveau, and Royal Bahamas Police officer, Camela McCoy. He used them to help "bury" reports of sexual abuse, supply information regarding ongoing investigations into his sex crimes, trace the whereabouts of people who crossed him, and intimidate, threaten to arrest, and otherwise harass his victims to ensure that

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<sup>63</sup> See <http://www.tribune242.com/news/2016/mar/10/claim-nygard-hired-hitmen/>

<sup>64</sup> See <https://www.youtube.com/watch?v=qN4Xwu5hpAw&feature=youtu.be>  
[https://www.youtube.com/watch?v=0\\_LrErjvyaQ&feature=youtu.be](https://www.youtube.com/watch?v=0_LrErjvyaQ&feature=youtu.be)



they would not come forward. Nygard often alludes to the fact, in front of his “girlfriends,” that he is powerful enough in the Bahamas to have people killed without being investigated.

206. Indeed, when Nygard learned of the investigation of his illegal conspiracy and/or sex trafficking venture, he engaged lawyers to facilitate bribery payments to top Bahamian police officials to get more information that would enable him to attempt to bribe victims or intimidate them into silence.

207. Nygard also regularly bribes Bahamian officials with U.S. currency from the Nygard Companies to prevent customs from searching his plane, prevent customs from checking the passports of the young women onboard, and to prevent customs from inspecting the passengers’ luggage. This allows Nygard to traffic his victims to and from the Bahamas, transport drugs intended for his victims, and transport other supplies for “pamper parties” in the Nygard Companies’ plane to avoid paying customs.

208. Nygard does the same with the Nygard Companies’ boats and regularly transports supplies and victims for his “pamper parties” from Florida to the Bahamas.

209. In addition to politicians, government officials, and police, Nygard also paid for favorable media coverage and propaganda in the Bahamas to help further his agenda, silence his victims, and perpetuate Defendants’ conspiracy and/or sex trafficking scheme. Prominent Bahamian media personalities, such as Phillipa “Lady” Russell, Carlos Mackie, Wendall Jones,<sup>65</sup> Sherman Brown,<sup>66</sup> Carvel Francis, and Steve McKinney, were frequent visitors to Nygard Cay and were on Nygard’s payroll to obfuscate, smear, deflect and distort the truth.

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<sup>65</sup> <http://www.tribune242.com/news/2018/oct/11/journals-publisher-smear-campaign/>

<sup>66</sup> <http://www.tribune242.com/news/2015/dec/24/sherman-brown-faces-prison-after-being-found-guilt/>

210. Nygard's Bahamian victims have been previously unable to come forward to report his illegal activity and pursue their claims against him for several reasons including, without limitation, cultural stigmatization, shame, weak laws that are rarely enforced, low clearance rates for sexual-assault investigations, corrupt law enforcement and government officials, fear of Nygard's wealth, power, and influence in the Bahamas, and psychological manipulation and intimidation tactics used by Nygard, including the commonly held belief that Nygard has bribed government officials, police, and the media.

**4. Nygard Also Has Considerable Influence in the United States, Canada, and Elsewhere.**

211. In addition to Nygard's political power in the Bahamas, Nygard and the Nygard Companies also boast of his "extensive political leverage" in the United States and Canada, and tout his relationships with "many high profile dignitaries" including "the Duke of Edinburgh, Governor General Ray Hnatyshyn, Prime Minister Brian Mulroney, Prime Minister Jean Chrétien, President Gorbachev of the USSR, President Mauno Koivisto of Finland, Sha Lin – Mayor of Shanghai, President Vicente Fox of Mexico, President George Bush Sr., & Prime Minister Pindling of the Bahamas."<sup>67</sup>

212. Former President George H.W. Bush stayed at Nygard Cay and provided Nygard with a jacket with the President's seal on it.

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<sup>67</sup> <https://web.archive.org/web/20160313072707/http://corporate.nygard.com/larger-than-life/>



213. Nygard has considerable influence in Canada and has been recognized with awards by politicians in Winnipeg and Toronto as well as “received the prestigious Queen Elizabeth II Golden Jubilee medal for helping to ‘create the Canada of today, and to recognize Mr. Nygard for outstanding and exemplary achievement to Canada as a whole.’”<sup>68</sup>



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<sup>68</sup> *Id.*

214. Nygard was also given the key to the City of Winnipeg and had considerable influence within the Winnipeg police department.<sup>69</sup>

215. Nygard's wealth, political connections, and power and influence in the Bahamas, Canada, and the United States helped perpetuate Defendants' conspiracy and/or sex trafficking venture by preventing the victims, Defendants' employees, and other witnesses from reporting his illegal conduct.

**C. Nygard Engages in a Continuing Conspiracy and Uniform Pattern and Practice of Rape, Sexual Assault, Sexual Battery, Molestation, and Sex Trafficking, Using the Nygard Companies' Resources and Brand, for the Benefit of Himself and the Nygard Companies.**

216. Nygard engages in a continuing conspiracy and uniform pattern and practice to rape, sexually assault, sexually batter, molest, and recruit, lure, and entice children and women, knowing, or in reckless disregard of the fact, that means of force, fraud, and coercion, or that the child had not yet attained the age of eighteen years, to cause the victims to engage in a commercial sex act. Methods employed by Nygard to commit sex trafficking include, but are not limited to, the use of physical force, threatening physical force, drugging victims, kidnapping, promising lucrative modeling opportunities, promising other career opportunities, providing money, confiscating his victim's passports, and preventing exit from the Nygard Cay, Marina Del Rey, and other properties.

217. Nygard has targeted, and instructed his employees and associates to target, children and young women. He has frequently stated "the younger, the better." Nygard primarily preys on young, vulnerable, and impoverished Bahamian girls because he knows that they will not report

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<sup>69</sup> <https://www.winnipegfreepress.com/local/moguls-key-to-the-city-could-be-rescinded-568266372.html>



his crimes to law enforcement, particularly in a climate where it is well known that Nygard bribes government and police officials.

218. Nygard also routinely targeted young aspiring models from the United States, Canada, and elsewhere. He uses the Nygard Companies' brand, his influence and power in the fashion industry, and false promises of modeling and other career opportunities with the Nygard Companies to lure them to his properties in, among other places, Marina Del Rey, New York City, Winnipeg, and Toronto to rape, sexually assault, sexually batter, molest, and sex traffic them.

219. Among other deviant acts, Nygard often sodomizes his victims and demands that they defecate on him, including in his mouth. He also requests that his victims urinate on him and demands that victims on their menstrual periods provide him their menstrual blood for consumption.

220. Nygard often exposes his victims to pornography as part of his sexual pattern. Victims have described seeing every type of sexual act, to include but not limited to, pornography featuring defecation, pornography featuring urination, and bestiality.

221. Due to the extreme deviant nature of Nygard's sexual conduct, his victims feel even more degraded, ashamed, and embarrassed than the typical sexual assault victim.

**1. Nygard Uses His Nygard Cay and Marina Del Rey Properties to Further the Nygard Brand and Facilitate His Illegal Conduct.**

222. In 1987, Nygard built a 150,000 square-foot compound on Lyford Cay in the Bahamas, which became known as "Nygard Cay." Nygard uses the property to host company "pamper parties" to promote the Nygard brand and facilitate his sex trafficking. Nygard Cay is registered in the name of Peter Nygard and is used to promote the Nygard Companies' brand and all construction or maintenance that occurs on the property is paid for by the Nygard Companies.

223. Lyford Cay is a wealthy, gated community in the Bahamas. Upon entering Lyford Cay, there is a large security gate stationed with security personnel. Only those with permission may enter Lyford Cay. Not even police have the power to enter upon their own discretion.

224. Once entrance to Lyford Cay is granted, there is an additional fortress-like gate surrounding the Nygard Cay property. Next to the gate and surrounding the entire property is a fence equipped with barbed wire.



225. At the gate, there is a gate house with an office attached to it. The protocol for most “pamper party” guests who enter Nygard Cay is that they must “register” with ComCor by completing a form requesting personal information and taking a headshot and a full-body shot, which is then added to the ComCor database.

226. Once they enter the property, no one at Nygard Cay is allowed to leave the property without Nygard’s express permission. The security gate staff will not open the gate, unless they

are instructed to do so by Nygard himself. The walls of Nygard Cay are tall, equipped with barbed wire, and surround the entire property. The only way out, other than the main gate, is to swim through shark-infested waters.



227. Nygard also has a permanent residence and office of the Nygard Companies located in Marina Del Rey, California. Similar to his Nygard Cay property, the Marina Del Rey property is gated with security and no one can leave without Nygard's express permission.

228. Upon entrance to the Marina Del Rey property, all of Nygard's guests are similarly registered with the Nygard Companies' ComCor employees. They are required to provide their personal information, a full body shot, and head shot. This information is then saved to the a ComCor database that is located on the same server as the database used at Nygard Cay.

## 2. Nygard Hosts Company "Pamper Parties" to Further the Nygard Brand and Facilitate His Illegal Conduct.

229. Nygard uses fraud and deceit to knowingly recruit, lure, and entice children and women to his Nygard Cay and Marina Del Rey properties under the false pretense of attending weekly company modeling events known as "pamper parties" and promising, among other things,

interviews for lucrative modeling opportunities when, in fact, he has no intention of fulfilling his empty promises.

230. “Pamper parties” are held out by Nygard and the Nygard Companies as modeling events that are sponsored by the Nygard Companies.

231. On the surface, young girls and women are invited to enjoy the amenities of the Nygard Cay and Marina Del Rey properties and are pampered for the day with free photo shoots, manicures, pedicures, and massages. These parties are intended, in part, to promote the Nygard brand and its products. They are promoted on the Nygard Companies’ website and through corporate social media accounts. Females from the United States, Canada, the Bahamas, Jamaica, and elsewhere regularly attend “pamper parties.”

232. Nygard also uses these “pamper parties” to facilitate and further his conspiracy and/or sex-trafficking venture. The atmosphere at the “pamper parties” is intended to impress vulnerable and impoverished children and young women, so that he can lure and entice his victims onto the Nygard Cay and Marina Del Rey properties with promises of modeling contracts and other opportunities to rape, sexually assault, sexually batter, molest, and/or coerce, defraud or force them, or knowing that they had not attained the age of eighteen years, to engage in commercial sex acts.

233. Nygard regularly hosted “pamper parties” at the Nygard Cay and Marina Del Rey properties on Sundays when he was in each location with the hidden purpose of facilitating his crimes.

234. In addition to massages, manicures and pedicures, gourmet food, and jet skis, “pamper party” attendees are encouraged to drink excessive amounts of alcohol (intentionally



made extra strong, per Nygard's instructions)—and are sometimes unknowingly drugged—so that they are “loose” for Nygard to sexually prey on them.



235. Generally, only females are permitted to attend the “pamper parties,” and all attendees must be on a special list kept by Nygard’s ComCor. Examples of correspondence with ComCor follow:

**Bahamas ComCor**

---

Yea u can bring as many guests as u like as long as they are your size or smaller and they have to be female

Nov 28, 2014, 10:48 PM

[REDACTED]

Can I bring any guest? 1 maybe 2 people

Nov 28, 2014, 10:42 PM

**Bahamas ComCor**

---

yes only female guest

Jan 12, 2014, 2:18 AM

[REDACTED]

Im sorry I didn't know its only female invites. ..

Jan 12, 2014, 1:07 AM

**Bahamas ComCor**

---

no men are allowed unless they come in a car with 5 females sexy females :-)

Sep 12, 2014, 3:17 PM

236. Nygard's ComCor employees search social media platforms for girls to attend the "pamper parties." Only females that meet Nygard's sexual specifications of being slim bodied and beautiful are added to the list. Nygard has also described the females he desires as an "eight in the face and nice toilet." Other girls that do not meet this qualification are turned away at the security gate.

**Bahamas ComCor**

---

there is a criteria to be slim - i just want to avoid any problems at security

Jan 10, 2016, 6:23 PM

**Bahamas ComCor**

---

but pls remember - slim pretty girls :) ;)

Jan 23, 2016, 1:14 PM

**Bahamas ComCor**

---

I am inviting you cause you are pretty and sexy and we have many friends in common that attends or have attended our parties in the past...

Mar 5, 2015, 8:06 PM

[REDACTED]

---

Pardon

Mar 26, 2015, 2:26 PM

**Bahamas ComCor**

---

Boned \*

Mar 26, 2015, 2:10 PM

**Bahamas ComCor**

---

I have a question that I hate asking but I have to. ...are your guest same size as you or smaller?  
They won't be let in if they are big bonded

Mar 26, 2015, 2:09 PM

**Bahamas ComCor**

---

Hey Darriel I will add however, I have to ask are your guests no bigger than a size 5..my boss unfortunately has a size requirement. (/ \_ \ )(/ \_ \ )(/ \_ \ )

**Bahamas ComCor**

---

do you think you can make it?

Jul 5, 2015, 3:44 PM

**Bahamas ComCor**

---

Nygard wants to pick and see the best today

Jul 5, 2015, 3:44 PM

237. ComCor employees are specifically instructed by Nygard not to inquire about the ages of the “pamper party” attendees. Attendees are told that there is no requirement to show ID when entering the “pamper parties.”

[REDACTED]

---

Kool so 1 last question will I need a l'd to get in?

May 8, 2015, 3:49 PM

**Bahamas ComCor**

---

no you dont :)

May 10, 2015, 1:22 PM

238. When “pamper party” invitees are hesitant to attend because they know Nygard’s true intentions, Defendants’ ComCor employees lure and entice them with promises of “rewards.”



[REDACTED]

---

I don't care about rewards.. I care about my life.. I know what he capable of. His money is tooooo long.

Dec 5, 2018, 5:11 PM

**Bahamas ComCor**

---

with great rewards!

Dec 5, 2018, 5:10 PM

**Bahamas ComCor**

---

Nope...not at all... the way it's handled is VERY safe

Dec 5, 2018, 5:10 PM

[REDACTED]

---

It's cool... But that sounds dangerous.. you know who he is and your not scared.. I don't get it 🤔

239. Upon arrival at the gated Nygard Cay and Marina Del Rey properties, each of the potential victims is required to “register” with the Nygard Companies’ ComCor, which is in charge of planning and coordinating corporate events, by providing their personal information, including their name, phone number, email address, and the identity of the person who invited them. Potential victims are also required to pose for a headshot and a full-body photograph. The pictures and registration forms are scanned and emailed directly to Nygard, using the Nygard Companies’ resources, so that he can review who is in attendance from his bedroom.

240. The information is then entered into a database so that Nygard has a ready list of “prospective recruits,” *i.e.*, potential victims to pursue at any given time. The database contains information and pictures of more than 7,500 girls, dating back to 1987. The database is hosted on a corporate server and is maintained by the Nygard corporate IT department.

241. The most knowledgeable person about Nygard's IT, Daane Clifford, recently died at the age of 44 under suspicious circumstances. His family described it as a "sudden passing." No further explanation or cause of death has been forthcoming.

242. The Nygard Companies' ComCor is used to keep track of, make contact with, and recruit, lure, and entice potential victims to the Nygard Cay and Marina Del Rey properties through the database.

243. Nygard instructs these company-paid employees to call potential victims to invite them to "pamper parties," transport girls to and from the "pamper parties," or to otherwise pay for their transportation.

244. Nygard's ComCor also uses corporate social media accounts to post about "pamper parties" and send direct messages to potential victims that meet Nygard's specifications to invite to "pamper parties." The Nygard Companies' Comcor recruits these victims for Nygard and are paid by the Nygard Companies, with funds routinely routed through New York.

Jan 21, 2015, 4:18 PM



Turn up is more than real this Sunday ladies 🤪🤪🤪🤪🤪🤪 RSVP VIA CALL, WHATS APP OR TXT see you Sunday!

Upload IP Address 65.75.69.75

245. Nygard's employees and "girlfriends" are also required to contact potential victims in the database.

246. Nygard instructs his corporate ComCor to lure and entice potential victims to "pamper parties" by implying that potential modeling opportunities for the Nygard Companies are available:

[REDACTED]

---

I'm interested

Jun 13, 2015, 8:57 PM

[REDACTED]

---

For the modeling part

Jun 13, 2015, 8:55 PM

[REDACTED]

---

How much Hun

Jun 13, 2015, 8:55 PM

**Bahamas ComCor**

---

Im not sure if you saw the ads yet - but we have a SLIMS STORE opening in the mall at marathon - we are looking for slims models at the pamper party tomorrow - let me know if your interested in coming - or just to enjoy the party :)

Jun 13, 2015, 8:48 PM

---

**Bahamas ComCor**

---

yes and that you have to be sexy pretty and slim due to the fact that we will be scouting for models ...

Mar 6, 2015, 2:56 PM

[REDACTED]

---

Is the only restriction that only women are allowed?

Mar 6, 2015, 3:47 AM

[REDACTED]

I messaged Bianca earlier but didn't get a response so I can give you the names

Jun 13, 2015, 9:00 PM

[REDACTED]

Hey ,you can put me down and three friends

Jun 13, 2015, 8:58 PM

**Bahamas ComCor**

Im not sure if you saw the ads yet - but we have a SLIMS STORE opening in the mall at marathon -  
we are looking for slims models at the pamper party tomorrow - let me know if your interested in  
coming - or just to enjoy the party :)

Jun 13, 2015, 8:55 PM

**Bahamas ComCor**

Most def

Jun 13, 2015, 9:23 PM

[REDACTED]

Wait I can model too [?]?

Jun 13, 2015, 9:21 PM

**Bahamas ComCor**

are you bringing anyone?

Jun 13, 2015, 9:17 PM

**Bahamas ComCor**

you can invite as much female guests as you like however they have to look as hot as u due to the  
fact that we normally look for models for upcoming clothing lines..

Mar 6, 2015, 8:45 PM

[REDACTED]

---

I would love to model what's the pay

Jun 14, 2015, 12:23 AM

[REDACTED]

---

Sure sounds good send me the info?

Jun 14, 2015, 12:22 AM

**Bahamas ComCor**

---

Im not sure if you saw the ads yet - but we have a SLIMS STORE opening in the mall at marathon - we are looking for slims models at the pamper party tomorrow - let me know if your interested in coming - or just to enjoy the party :)

Jun 13, 2015, 8:50 PM

247. The sole purpose for contacting these young women and children, however, is to ensure that Nygard has a sufficient pool of potential victims.

**Bahamas ComCor**

---

All a dem een k Wan fuck

Jan 30, 2015, 6:38 PM

[REDACTED]

---

that ein too much pussy for one night? :o

Jan 30, 2015, 6:37 PM

**Bahamas ComCor**

---

Everyone he's interested in he's slept with before and they can't make it..for sure I am really trying to get precious to come but she stay saying she workin

Jan 30, 2015, 6:16 PM

[REDACTED]

---

i remember her..but i dont remember PJN being interested in her

Jan 30, 2015, 6:15 PM

248. Nygard also coerces his other employees and “girlfriends” to recruit young females to attend the “pamper parties.” They were required to provide a steady supply of sex partners for

Nygard and would recruit children and young women at shops, clubs, and restaurants. In the Bahamas, Nygard specifically instructed them to target poor and vulnerable children and young women from the Bahamian ghettos so that he could more easily exploit his victims.<sup>70</sup>

249. Nygard Companies' employees at the Nygard Cay and Marina Del Rey properties are required to "recruit" new victims for him. If they fail to provide an adequate pool of easily exploitable victims, Nygard punishes them by forcing them to engage in sex acts with him, verbally berating them,<sup>71</sup> inflicting psychological abuse, docking pay, and/or forcing them to do manual labor. In stark contrast, those who provide Nygard with victims are paid extra by the Nygard Companies, and they are able to avoid his wrath and sometimes avoid being his sexual victim. Nygard's employees and "girlfriends" "recruit" his victims to avoid these punishments and to get into his good graces so they can avoid further victimization and receive rewards.

250. Once Nygard's potential victims enter the Nygard Cay and Marina Del Rey properties, the gates are locked and patrolled by security at all times. No one is allowed to leave the properties without express permission from Nygard.

251. Nygard has a preference for young girls and prefers underaged victims. After he selects his victims for the night, Nygard, either himself or through his groomers, encourages the children and young women to drink wine, "happy juice," or other alcoholic beverages.

252. If the young girls or women are resistant, he sometimes has his bartenders lace the victims' drinks with drugs such as Rohypnol—colloquially referred to as the "date rape drug" or "roofies."

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<sup>70</sup> <https://www.nytimes.com/2020/02/22/world/americas/peter-nygard-louis-bacon.html?referringSource=article>

<sup>71</sup> See, e.g., <https://www.youtube.com/watch?v=xCa9LEJsg2I> (Nygard berating security guard, Leo Thurston); <https://www.forbes.com/forbes/2010/1206/features-peter-nygard-sexual-harassment-answers-to-no-one.html#236f0e30bc9b>

253. Nygard then lures the victims to his bedroom or has them ushered there by groomers, with the aid of alcohol and drugs,<sup>72</sup> under the false pretense of discussing a potential modeling contract in private, where he uses physical force or coercion or knowing the victim has not attained the age of eighteen years, to engage in commercial sex acts, and coerce and force them to engage in other unwanted sexual acts, including the following: Coprophilia, which is sexual pleasure in feces and defecation; Urolagnia, which is sexual pleasure from the sight or thought of urination; and Menophilia, which is sexual pleasure in a women's menstrual cycle and period blood.

254. In the Bahamas, Nygard's personal security guard often stands outside the door to his bedroom, so that nobody can enter and so that his victims cannot leave.

255. After each encounter, the victim cannot leave Nygard Cay without Nygard's personal permission, further extending the victim's horror and humiliation.

256. Nygard Companies' employees will often arrange for transportation to drive victims away from the properties.

257. Nygard rates or grades his victims based upon their looks and their sexual performance and enters those ratings or grades in his victim database for future reference.

258. Nygard often pays the victims almost exclusively in the Nygard Companies' United States currency, based upon his ratings of the victims and the type of sex acts they were subjected to performing.

259. The amounts of money provided to the victims is more than most of his victims have seen at one time in their entire lifetimes.

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<sup>72</sup> <https://www.nytimes.com/2020/02/22/world/americas/peter-nygard-louis-bacon.html?referringSource=articleShare>



260. In addition to United States currency, Nygard promises that this money is just a start to what he can provide for the victims. He promises many victims that he will contact them about future modeling contracts.

261. However, in the vast majority of cases, Nygard never intends to follow through with the modeling contracts and tells his victims this for the sole purpose of maintaining control over them.

262. If he does provide any modeling opportunities, it is for the purpose of raping, sexually assaulting, sexually battering, molesting them and/or compelling additional commercial sex acts.

263. Nygard also threatens the victims with implied or express threats of retribution if they tell anyone about what happened, often implying or expressly threatening to have his victims killed if they do not cooperate.

264. Nygard typically does not knowingly target the same victims more than once.

265. For those victims that Nygard does attempt to contact again, however, it is only to engage in additional commercial sex acts. Nygard, through company employees paid by the Nygard Companies, contacts those victims whom he gave “high ratings” and attempts to get them to attend future pamper parties. He uses a combination of his wealth, influence, power, and the victims’ socioeconomic vulnerabilities to turn the victims into his full-time sex workers. Nygard’s full-time sex workers are forced to act as his personal servants, satisfy his demands for sex acts, and “recruit” new victims for him to engage in commercial sex acts with.

**3. Nygard Uses the Nygard Companies' Brand, Resources, and Influence and Power in the Fashion Industry to Lure and Entice Victims to the Nygard Companies' Corporate Offices and Other Properties Where He Rapes, Sexually Assaults, Sexually Batters, Molests, and Sex Traffics The Victims.**

266. In addition to using “pamper parties” to lure and entice his victims, Nygard also uses the Nygard Companies’ brand, resources, and influence and power in the fashion industry to lure and entice victims to the Nygard Companies’ corporate offices, “executive suites,” and other properties in Marina Del Rey, New York City, Vancouver, Montreal, Winnipeg, and Toronto.

267. Nygard has apartments and/or “executive suites” attached to or near the Nygard Companies’ corporate offices in California, New York, Winnipeg, and Toronto. Nygard also has offices that he has converted to bedrooms at the Nygard Companies’ office buildings. Nygard often lures and entices young aspiring models and other young women to these properties with false promises of modeling and/or other career opportunities.

268. Nygard uses the Nygard Companies’ resources to transport young women to these locations. The women believe they are traveling to the Nygard Companies’ offices and/or properties for job interviews for modeling and other career opportunities.

269. In truth, they are transported to the Nygard Companies’ offices and/or other properties for the sole purpose of facilitating and enabling Nygard to rape, sexually assault, sexually batter, molest, and/or sex traffic them.

270. Upon their arrival, the victims are further duped into believing that they are attending job interviews for the Nygard Companies. Employees of the Nygard Companies often usher the victims into a waiting area and offer to get them a beverage, while they wait for Nygard. On some occasions, beverages are laced with drugs to ensure the victims’ compliance.

271. Nygard then arrives and ushers the victims into what they believe is his office. The offices, however, contain bedrooms. Nygard closes the door behind them and prevents them from

leaving. He then coerces the victims into commercial sex acts and/or forcibly rapes, sexually batters, molests, and/or sexually assaults them.

272. Another method that Nygard routinely uses to rape and sexually assault his victims is to offer aspiring models to stay at his “executive suites” and/or other properties while they travel to the Nygard Companies to interview for modeling jobs. Nygard does not disclose that the “executive suites” and/or other properties are actually his personal apartment and/or room.

273. Once inside, Nygard’s victims are not permitted to leave without his permission. He rapes and sexually assaults them, sometimes for days at a time.

274. Whichever method Nygard uses to lure and entice his victims, his intended purpose is to provide for his own sexual gratification and, at the same time, benefit the Nygard Companies.

275. As set forth in the section that follows, Nygard turns some of his victims into full-time sex workers, which he refers to as his “girlfriends,” by continuing to promise lucrative modeling opportunities as well as providing financial benefits such as cash, clothing, jewelry, and travel on his global fashion tours. For those he cannot turn into his “girlfriends,” Nygard threatens them with express or implied threats of physical harm, career sabotage, and/or legal action.

276. High-ranking employees of the Nygard Companies, including, without limitation, Vice Chairman, Jim Bennett, Executive Vice President, Rick Wanzel, Executive Vice President and General Manager, David Paton, Director of Systems, Greg Fenske, Marketing and Promotions Director, Tiina Tulikorpi, CEO, Sajjad Hudda, President and CEO, Denis LaPointe, Princy Mathew, Kevin Carkner, corporate accountant, Lili Micic, and Director of Human Resources, Wajma Popal, have direct knowledge that Nygard uses the Nygard Companies’ brand, resources, and position in the fashion industry to facilitate and enable the rape, sexual assault, sexual battery,

molestation, and sex trafficking of young women who are seeking career opportunities with the Nygard Companies.

277. These employees and others not only turn a blind eye to Nygard's criminal activity, but they also directly conspire with Nygard and/or participate in his sex trafficking venture in order to receive financial and other career benefits for themselves and the Nygard Companies.

**4. Nygard Sex Traffics His "Girlfriends" and Forces Them to "Recruit" New Victims Using Company Resources for the Benefit of Nygard and the Nygard Companies.**

278. Nygard refers to his full-time sex workers as his "girlfriends" and his entourage of "girlfriends" that live and travel with him at any given time as his "harem."

279. Nygard's "harem" consists of women from the United States, Canada, Bahamas, and other countries. Some of his "girlfriends" are Bahamian victims who become his "girlfriends" after first being raped at "pamper parties," typically as children as young as fourteen years old.

280. Others are Canadian, American, and other nationalities that were lured and enticed into becoming Nygard's "girlfriends" by promises of modeling and other career opportunities with the Nygard Companies.

281. To perpetuate his playboy image for the benefit of the Nygard Companies, Nygard typically keeps three to four of his "girlfriends" with him at all times, including during corporate events.



282. They stay with him and are forced to accompany him on trips or “tours” around the world on the Nygard Companies’ owned “N-Force” jet,<sup>73</sup> including to California, New Orleans, New York, Toronto, London, Germany, Italy, and China. The Nygard Companies’ “N-Force” jet contains mirrors on the walls and ceilings and is equipped with a bedroom and a stripper pole to facilitate and enable Nygard’s sexual predilections, while traveling on official company business.



283. Nygard keeps tight and coercive control over his “girlfriends” through a variety of direct and indirect manipulation tactics, including threats of force, physical intimidation and abuse, verbal abuse, forced labor, withholding payment, and confiscating travel documents.

284. Although Nygard continues to force and coerce his “girlfriends” to engage in commercial sex acts to satisfy his demands for sex, Nygard also uses his “harem” of “girlfriends” to “recruit” or procure new victims for him to engage in commercial sex acts with.

<sup>73</sup> <https://corporate.nygard.com/2005/07/15/ilta-sanomat-fashion-moguls-plane-will-house-a-sauna-private-movie-theatre-a-disco/>

285. Nygard refers to his newly recruited victims as “fresh meat” or “sacrifices.” Nygard has an expressed desire for children and tells his “girlfriends,” who “recruit” for him, “the younger the better.”

286. Nygard requires that his “girlfriends” “loosen up” his victims by giving them alcohol laced with drugs, including mind-altering drugs.

287. If his “girlfriends” fail to provide Nygard with an easily exploitable victim each night, Nygard punishes them by verbally berating them, inflicting psychological abuse, withholding or cutting pay, forcing them to do manual labor, and forcing them to satisfy his perverse sexual desires.

288. However, those who provide him with victims are paid extra for each victim and are also able to avoid his wrath.

289. Nygard’s “girlfriends” “recruit” his victims to avoid these punishments and to get into his good graces, so they can receive rewards including, without limitation, any payments that Nygard may be withholding. Nygard’s “girlfriends” also do so because they know that if they are able to “recruit” a new victim for Nygard, they will not be forced to satisfy his perverse sexual fetishes. Nygard’s “girlfriends” have “recruited” victims to engage in commercial sex acts with Nygard in, among other places, the Bahamas, Miami, Texas, New York, Los Angeles, Canada, China, and Germany.

290. Travel arrangements for Nygard’s “girlfriends” are made through Nygard’s corporate travel department. While on trips, Nygard’s “girlfriends” are particularly vulnerable because they are in unfamiliar countries, entirely dependent upon Nygard for money, and he confiscates their travel documents.

291. Nygard threatens to desert those of his “girlfriends” that do not follow his orders in foreign countries with no money or travel documents. Those who refuse his orders are left behind broke and destitute.

292. Initially, Nygard’s “girlfriends” are led to believe that they are traveling with him as models on glamorous fashion tours. Eventually, they learn that they are nothing more than full-time sex workers to Nygard that are forced to cater to all of his personal needs, including his demands for sex acts.

293. Nygard frequently takes “girlfriends” to his New York City apartment, which is located near Times Square and is leased by the Nygard Companies.

294. Nygard also regularly forces his “girlfriends” to accompany him to “swingers” clubs in New York City. While at the “swingers” clubs, Nygard forces his “girlfriends” to find couples for him to have sex with. He then pays and/or coerces his “girlfriends” to have sex with other men, while he watches and engages in sex with the man’s partner.

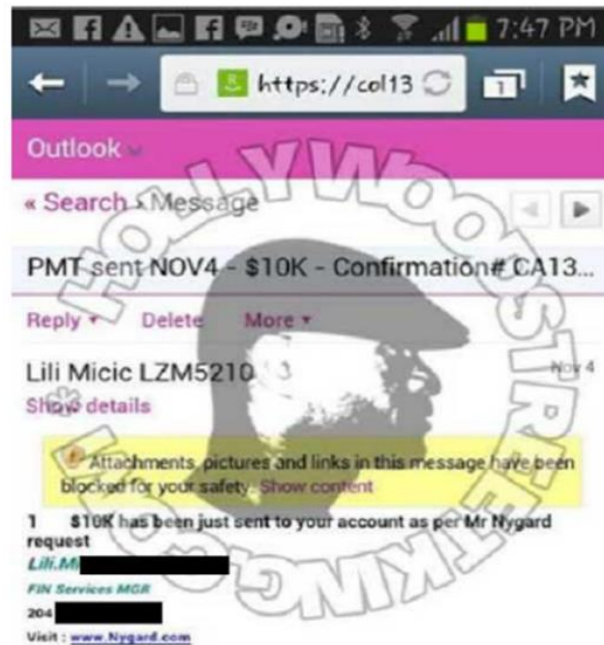
295. While on official Nygard Companies’ “tours,” Nygard coerces his “girlfriends” to engage in forced labor for the benefit of the companies. Nygard’s “girlfriends” are forced to be at his beck and call and to cater to his every need 24 hours per day, 7 days per week. They must awake every day at 5:30 a.m. to prepare his breakfast and ensure that it is ready for him to eat the moment he awakens. They are also required to, among other things, give him his medications on schedule, prepare his clothes, bathe him, clip his toenails, and prepare all of his meals.

296. The “girlfriends” are also required to prepare his bags with marketing and public relations materials for his business meetings relating to the Nygard Companies, attend his business meetings, otherwise act as his personal servants, and to model company clothing for company executives—all of which directly benefit the Nygard Companies.



297. The “girlfriends” are expected to constantly go out and buy the tools of Nygard’s trade: condoms, lubricant, and the Plan B abortion pill.

298. Nygard’s “girlfriends” are always paid varying amounts of cash in United States currency from the Nygard Companies, directly by Nygard, to buy their compliance and silence. He directs the Nygard Companies corporate accountant, Lili Micic, to make pay-offs to the “girlfriends” who threaten to go public with comprising information about him.



299. Nygard’s longtime “girlfriends” are also put on the official “girlfriend” or “model” company payroll. They are paid monthly through direct deposit with funds from a Nygard corporate account by the Nygard corporate accountant, Lili Micic. They are required to submit invoices that state that they are being paid for “modeling and promotional services”—even though they are full-time sex workers. These payments are made “per Mr. Nygard’s request.”

300. Every payment from the Nygard Companies has to be directly approved by Nygard himself. The amount of payment is entirely conditioned upon their level of servitude to Nygard,

their ability to satisfy his sexual desires, and their ability to recruit new victims for him to engage in commercial sex acts with.

301. Nygard, with the help of the Nygard Companies, uses his financial resources, influence, power in the Bahamas, and psychological manipulation to intimidate his victims and ensure that his crimes are not reported.

302. Those of his “girlfriends” who try to leave him are harassed and threatened by Bahamian police that are on Nygard’s payroll.

303. Nygard has also paid people, using Nygard Companies’ cash, to intimidate his former “girlfriends” by slashing their tires, committing arson, threatening to arrest them, and by having them followed.

**5. Nygard Intentionally Uses Fraud, Coercion, and Force to Cause and Bring About Commercial Sex Acts, Rapes, Sexual Assaults, Molestations, and Sexual Batteries Through the Nygard Companies’ Resources.**

304. Nygard’s use of fraud, coercion, and force were “used to cause,” or designed to bring about, the illegal sex acts.

305. Nygard intended and was aware that the fraud, coercion, and force would cause rape, sexual assault, sexual battery, molestation, and/or sex trafficking to take place with his victims.

306. Nygard’s goal, as evidenced by his uniform pattern and practice, was to recruit, entice, and lure children, knowing that they had not attained eighteen years, or women, then employ force, fraud and/or coercion to rape, sexually assault, sexually batter, molest, and/or cause these victims to engage in commercial sex acts for which he, through the Nygard Companies, always provided something of value. The explicit or implicit *quid pro quo* was always intended for Nygard to receive a sex act.

307. Nygard also intentionally used the Nygard Companies' resources and brand to rape, sexually assault, molest, or sexually batter his victims and/or entice and to cause sex acts, for which he always provided the Nygard Companies' resources as "value." The Nygard Companies, therefore, financed his commercial sex acts and facilitated and caused the rape, sexual assault, molestation, and/or sexual battery of his victims.

308. The Nygard Companies also benefited from "pamper parties" and other corporate events,<sup>74</sup> which Nygard used to gain access to his victims, by promoting its brand and its products in the United States, Bahamas, Canada, and around the world.

309. The Nygard Companies have actual knowledge that Nygard engaged in commercial sex acts with children and with young women by means of force, fraud, and/or coercion through Nygard—the founder, current chairman, and 100% owner of the companies.

310. Other high-ranking employees of the Nygard Companies also have direct knowledge of Nygard's criminal activity including, without limitation, Vice Chairman, Jim Bennett, Executive Vice President, Rick Wanzel, Executive Vice President and General Manager, David Paton, Director of Systems, Greg Fenske, Marketing and Promotions Director, Tiina Tulikorpi, CEO, Sajjad Hudda, President and CEO, Denis LaPointe, Princy Mathew, Kevin Carnkner, and Director of Human Resources, Wajma Popal. Other finance personnel, including the Nygard Companies' corporate accountant, Lili Micic, among others, know or should know about Nygard's illegal activity, because they are routinely sending tens of thousands of dollars per month in U.S. currency, without substantiation or controls, to Nygard.

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<sup>74</sup> See <https://ewnews.com/711-rapes-presented-to-hospitals-since-july-2013>;

**D. Consistent with His Uniform Pattern and Practice, Jane Does Nos. 1-46 Were Raped, Sexually Assaulted, Molested, Sexually Battered, and/or Forced to Engage in Commercial Sex Acts with Nygard by Means of Force, Fraud, and Coercion and/or Had Not Attained the Age of Eighteen Years.**

**1. Jane Doe No. 1**

311. Jane Doe No. 1 is a Bahamian citizen born in Nassau, New Providence, the Bahamas.

312. On July 4, 2015, Jane Doe No. 1 was walking through the Mall at Marathon, Nassau, the Bahamas (the “mall”) with two friends. She had just turned fourteen years old.

313. The Nygard Store recently opened at the mall, and models were walking around the mall asking people to come into the store to try on clothing.

314. When she approached the store, a model was standing in the entrance and asked her to come inside. The model handed her a pair of pants and told her to try them on. Jane Doe No. 1 went to the changing room, but the changing room had no curtains or doors on them. As she began to change, three of the workers started taking pictures. She asked if there was anywhere else to change, and the models responded that the rooms were still being renovated, so there was nowhere else to go.

315. Jane Doe No. 1 could not fit in to the pants because they were too big. She asked if they had any smaller sizes, and she was told that she was trying on the smallest size available. A few minutes later, Nygard walked in and asked to take her measurements. He rubbed her inner thighs and buttocks as he personally took her measurements.

316. Nygard asked Jane Doe No. 1 what grade she was in, and Jane Doe No. 1 responded that she was in grade 9.

317. Nygard asked her if she modeled and told Jane Doe No. 1 that she had the body for it.

318. Nygard told her that his name was Peter Nygard and asked her if she wanted to work for him. Nygard instructed her to give one of the models her phone number, and Jane Doe No. 1 gave it to him because she wanted to be a model.

319. Approximately three days later, Jane Doe No. 1 received a call from one of Nygard's ComCor workers—paid by the Nygard Companies.

320. The worker indicated that she was contacting her about the “modeling situation” with Nygard. She was instructed to be ready at 6:00 p.m., wear a dress and heels, and do her make-up.

321. Jane Doe No. 1 was picked-up in a white SUV at her house by another Nygard employee. When she got in the car, there were already two girls in the back seat.

322. When they arrived at Nygard Cay, the three girls were registered at the security office and subsequently escorted to a dining area near the beach.

323. They ate with other guests, while they waited for Nygard to join them.

324. Nygard eventually joined them and began playing poker.

325. Jane Doe No. 1 stood to the side and watched them play.

326. About ten minutes later, Nygard approached Jane Doe No. 1 and asked her if they could go somewhere quieter to “discuss business.” Jane Doe No. 1 agreed—believing that they were going to discuss a modeling opportunity—and Nygard escorted her upstairs.

327. Jane Doe No. 1 was expecting to be taken to an office and was surprised when they entered a bedroom.

328. Jane Doe No. 1 became nervous, and Nygard assured her that he doesn't bite and told her to sit down and get comfortable.

329. Nygard then turned on the television, which immediately began showing pornography. The pornography depicted a man rubbing feces over a woman's body. Nygard asked Jane Doe No. 1 if she was familiar with what the pornography was showing, and she responded that she was not.

330. Nygard then went into a closet that was next to the bed and pulled out a dildo and K-Y Jelly. Nygard asked her to "try something new."

331. Jane Doe No. 1 responded that she could not do that and that she only came to discuss modeling. Nygard responded that he would discuss modeling afterwards. He instructed Jane Doe No. 1 to pick up the dildo, apply the K-Y Jelly, and to insert it into his anus.

332. Jane Doe No. 1 did not say anything because she was afraid. Nygard got onto the bed and knelt down on his knees, turning and pointing his anus toward Jane Doe No. 1. Nygard repeated his instruction, but with more force.

333. Jane Doe No. 1 did as she was instructed because she was afraid. Jane Doe No. 1 continued to penetrate Nygard's anus with the dildo for about ten minutes, during which time Nygard began to masturbate.

334. Nygard then told Jane Doe No. 1 that it was her turn to "have some fun." Nygard approached her and Jane Doe No. 1 asked him to stop.

335. Nygard told her not to worry, reached around her neck, and began unzipping her dress. Nygard then put on a condom and began kissing Jane Doe No. 1's neck and began licking her down to her breasts.

336. Nygard then began to open Jane Doe No. 1's legs as she tried to close them and push him off her. As Jane Doe No. 1 tried to push Nygard off, he held her hands back and pinned them against the headboard.

337. Jane Doe No. 1 began to cry as Nygard forced his penis into Jane Doe No. 1's vagina. Jane Doe No. 1 was a virgin.

338. After raping Jane Doe No. 1, Nygard instructed her to go into the bathroom and put her clothes on.

339. Jane Doe No. 1 entered the bathroom, looked in the mirror, and noticed that her make-up was messy from crying. She cleaned her face and went back into the bedroom, at which point Nygard told her it was time to go.

340. As they were walking down the stairs, Nygard handed Jane Doe No. 1 an envelope and said, "this is for you." Jane Doe No. 1 did not open the envelope or ask what was inside.

341. As Jane Doe No. 1 walked downstairs, she saw another young girl walking up towards Nygard's bedroom. When they reached the last set of stairs, Nygard left Jane Doe No. 1 and headed back up to the bedroom.

342. Jane Doe No. 1 went back to the dining area where she found the two employees who brought her there. She was escorted back to the white SUV and was transported back to her home by a Nygard Companies employee.

343. When Jane Doe No. 1 got back home, she experienced extraordinary pain in her vagina. She took a shower and went to bed.

344. She never told anyone what happened to her because she was afraid and embarrassed. She never returned to Nygard Cay.

## **2. Jane Doe No. 2**

345. Jane Doe No. 2 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas.



346. In 2011, at the age of fourteen, Jane Doe No. 2 entered the Miss Teen Bahamas Galaxy beauty pageant competition.

347. Her family was impoverished, and they sought sponsorship to help cover her pageant costs.

348. Because she was only fourteen, Jane Doe No. 2 was assisted by her mother, who tried helping her find sponsorship from individuals and businesses. An ex-colleague of Jane Doe No. 2's mother suggested that she contact Nygard, as he might be interested in sponsoring Jane Doe No. 2.

349. Jane Doe No. 2's mother put together a portfolio with Jane Doe No. 2's photographs and biography and submitted it to the office at Nygard Cay.

350. Jane Doe No. 2's portfolio was reviewed and returned by a Nygard employee, who informed her that Nygard was not granting sponsorships at that time.

351. Jane Doe No. 2's mother continued to make follow-up calls to Nygard Cay, in an attempt to get her daughter a sponsorship.

352. Eventually, she developed a relationship over the phone with Nygard's daughter, Bianca Nygard.

353. In June 2011, Jane Doe No. 2 and her mother were invited to attend a "pamper party" at Nygard Cay.

354. Upon arriving at Nygard Cay, Jane Doe No. 2 was registered at the ComCor office where Nygard employees took down her contact information and photographed her.

355. Jane Doe No. 2's mother had a conversation with Bianca Nygard about a potential sponsorship. Bianca Nygard instructed her to re-submit Jane Doe No. 2's portfolio.

356. Jane Doe No. 2 and her mother spent time at the party. Jane Doe No. 2 saw Nygard at the party but did not have any direct contact with him.

357. Jane Doe No. 2 and her mother went home and did not have any further contact with Nygard or his employees until August 2011, when they were invited to another “pamper party.”

358. Jane Doe No. 2 attended the “pamper party” again with her mother. When they entered Nygard Cay, a security guard explained to Jane Doe No. 2’s mother that she did not need to attend the “pamper party” with Jane Doe No. 2 as she was “like family now.” Her mother stayed anyway.

359. Jane Doe No. 2 and her mother each got pedicures at the “pamper party.” They did not see anything unusual and returned home later that evening.

360. Approximately two weeks later, Jane Doe No. 2 received a WhatsApp text message from a Nygard Companies’ ComCor worker inviting her to another “pamper party.”

361. She was instructed to bring some female friends too.

362. Jane Doe No. 2 did not tell her mother (because she knew her mother would disapprove) about the “pamper party” this time and she did not invite any friends to attend the pamper party with her.

363. Following more communications with Nygard Companies’ ComCor employees, Jane Doe No. 2 was transported to the “pamper party” by a Nygard Companies’ employee.

364. When she arrived, there were a number of young girls her age, including another pageant contestant who she knew.

365. Jane Doe No. 2 received a manicure and walked into the foyer, where she saw Nygard sitting at a table surrounded by beautiful models. She did not approach Nygard, but noticed

him looking at her. As Jane Doe No. 2 talked to another girl, the Nygard Companies' driver approached her and suggested that she go talk to "the boss."

366. Jane Doe No. 2 responded that she did not feel comfortable going over to talk to Nygard. The driver told her that if she went over to talk with him, Nygard would give her a sponsorship.

367. The driver then offered to escort Jane Doe No. 2 over to Nygard and she agreed. The driver introduced her to Nygard as Miss Teen Bahamas.

368. Nygard stood up, shook Jane Doe No. 2's hand, and told her that she was beautiful and that she had "luscious lips."

369. Nygard asked Jane Doe No. 2 what she was drinking, and she responded that she was drinking cranberry juice. Nygard asked her if she drank alcohol, and she responded that she was a teenager and was not allowed to drink.

370. Nygard told her that she was at a private event and could do whatever she wanted.

371. Nygard instructed the girl sitting to his right to move and offered the seat to Jane Doe No. 2. Nygard then instructed the bartender to bring her a glass of red wine.

372. Nygard asked Jane Doe No. 2 about herself. Jane Doe No. 2 explained that she already sent him her portfolio and he rejected it. Nygard responded that had he known how beautiful she was, he would have sponsored her.

373. Before Jane Doe No. 2 finished her first glass of wine, Nygard instructed the bartender to bring her a second glass. Jane Doe No. 2 continued to drink wine as they talked at the table.

374. Nygard asked Jane Doe No. 2 if she wanted to be a model. He also told her that if she stuck with him, she could travel all over the world with him. He pointed to several other

women in the room who were his models and traveled with him to fashion shows in New York and London.

375. Jane Doe No. 2 had two more glasses of red wine, which Nygard instructed the bartender to bring her.

376. Eventually, Nygard called the bartender over and whispered in his ear. The bartender returned with a bag of pills. There were white, blue, and pink pills all in a small blue zip-locked bag.

377. Nygard showed the bag to Jane Doe No. 2 and told her that the pills would help her become a model, because all models did them. He told her that the pills would make her feel good and help her do well.

378. Nygard handed her the three pills and instructed her to take them all at once. Jane Doe No. 2 took the pills with wine, as Nygard instructed.

379. Approximately fifteen minutes after taking the pills, Jane Doe No. 2 got up to use the restroom. While in the restroom, she began to feel dizzy, and the room began to spin.

380. She returned to the table where another glass of wine was waiting for her.

381. Nygard then escorted her away from the foyer area, holding her hand, and led her to his bedroom. Once they arrived in his bedroom, Nygard laid her down on the bed and told her to relax.

382. He walked away for approximately five minutes and returned with a dildo in his hands.

383. He removed Jane Doe No. 2's pants and underwear and attempted to force the dildo into her vagina.

384. Jane Doe No. 2 resisted and told Nygard to stop because it hurt, but Nygard did not stop.

385. Nygard instructed her to “relax” and stated that “it has to be done sooner or later.”

386. At that point Jane Doe No. 2 blacked out and does not know what Nygard did to her while she was unconscious.

387. The next morning, Jane Doe No. 2 awoke and saw Nygard still sleeping next to her in the bed. She immediately got out of the bed and noticed blood on the sheets.

388. She went to the bathroom and immediately cleaned herself up. There was blood around her vagina. She cleaned herself up as quickly as possible.

389. When she came out of the bathroom, she noticed her pants and underwear on the floor. Nygard was awake and told her that her life was “going to be different” now.

390. He then reached over to a dresser next to the bed and handed her approximately \$5,000, in \$100 bills, in U.S. currency.

391. Nygard instructed her not to tell anyone what happened and told her that he would look out for her.

392. Jane Doe No. 2 initially refused to take the money, but Nygard insisted that she take it.

393. Nygard asked her if she wanted him to have one of his drivers take her home, but she declined.

394. Jane Doe No. 2 called her aunt to pick her up at a nearby mall.

395. At that point, Nygard’s personal assistant, Pam (another Nygard Companies’ employee), came up to the room to escort Jane Doe No. 2 downstairs.

396. Jane Doe No. 2 was escorted to a black bus that had a picture of Nygard's face on it. She was the only person on the bus, and the driver took her to the Charlottesville shopping center, near Old Fort Bay.

397. Jane Doe No. 2's aunt then picked her up from there and drove her home.

398. Jane Doe No. 2 was a virgin prior to being raped by Nygard.

399. In November 2011, Jane Doe No. 2 was invited to another "pamper party" via text message by a Nygard ComCor employee.

400. She decided to go to the "pamper party," because she believed that Nygard would make her a model—like he had promised he would do.

401. When she arrived at the "pamper party," Nygard approached her and asked her how she was doing. He began instructing the bartender to bring her wine again. He again offered her pills, but Jane Doe No. 2 declined.

402. Nygard again led Jane Doe No. 2 to his bedroom.

403. When they arrived, Nygard instructed Jane Doe No. 2 to play with his genitals, gave her lubricant and a dildo, and told her to penetrate his anus.

404. Afraid, and hoping for the modeling opportunity that Nygard had promised her, Jane Doe No. 2 did as she was instructed.

405. Later, Jane Doe No. 2 received text messages from a Nygard Companies' ComCor employee inviting her to travel with Nygard to Ohio, Canada, and New York.

406. After the November 2011 "pamper party," Jane Doe No. 2 began receiving regular invitations to attend "pamper parties" at Nygard Cay.

407. Jane Doe No. 2 became a regular guest, on the hope that she would become an international model for the Nygard brand.

408. It did not happen for several years.

409. In 2015, Nygard launched his Nygard Slims brand, and Jane Doe No. 2 modeled the pants at the grand opening of the Nygard store at the Marathon Mall.

410. She was given a check for over \$3,000 from the Nygard Companies. After grooming and abusing Jane Doe No. 2, Nygard converted her into a “recruiter” to secure other young girls for him to rape, sexually assault, or sexually batter.

411. Jane Doe No. 2, still a minor, did so, in order to avoid having to satisfy Nygard’s perverse sexual desires herself.

412. Nygard would instruct Jane Doe No. 2 to offer the young girls drugs.

413. If the girls did not want to sleep with Nygard, Jane Doe No. 2 would sometimes put the drugs in their drinks or food without their knowledge and at Nygard’s direction.

414. Jane Doe No. 2 has first-hand knowledge of other girls who Nygard had delivered to him for his sex trafficking venture.

415. Each time Jane Doe No. 2 visited Nygard Cay and “recruited” girls for him, Nygard would give her large sums of cash—never less than \$2,000 and always in U.S. currency (from the Nygard Companies).

416. On February 7, 2017, Jane Doe No. 2 went to Nygard Cay to attend another “pamper party.”

417. They played poker until very late, and Nygard invited her to his room.

418. Nygard then insisted that Jane Doe No. 2 defecate and/or urinate in his mouth.

419. Jane Doe No. 2 responded that she did not wish to do that to him. He offered to give Jane Doe No. 2 drugs that would help her to defecate.



420. Jane Doe No. 2 told Nygard no and decided she could no longer take Nygard's perverse sexual fetishes.

**3. Jane Doe No. 3**

421. Jane Doe No. 3 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas.

422. In June 2011, she was fifteen years old, when she met one of Nygard Cay's ComCor employees.

423. The employee frequented Jane Doe No. 3's neighborhood. The employee introduced herself to Jane Doe No. 3 and a few other girls.

424. She stated that she had a job for them to do, but did not specify what the job was.

425. She told Jane Doe No. 3 to be ready the next day and that someone would pick her up.

426. The next day, at approximately 1:00 p.m., a white SUV arrived at Jane Doe No. 3's house and transported her to Nygard Cay.

427. When she arrived, she saw the employee, who told her that the job was not ready yet and to go to the salon and spa until she returned.

428. Jane Doe No. 3 was taken to the spa and given a professional massage. It was her first time having a massage.

429. After the massage, Jane Doe No. 3 had lunch with some of the other guests.

430. The employee arrived and told her that she wanted her to meet someone. Jane Doe No. 3 followed the employee upstairs to Nygard's bedroom, where she was introduced to Nygard, who was sitting at a small round table.

431. Nygard began a conversation with Jane Doe No. 3, at which point the employee left the room.

432. Nygard offered her some wine, and she accepted.

433. After another glass of wine, Nygard asked Jane Doe No. 3 if she had ever had sex before, and she responded that she had not.

434. At this point, she became afraid.

435. Nygard took her over to the bed and began to rub her legs and face.

436. He sat down next to her and slowly pushed her body back onto the bed. Nygard took a condom from the drawer and put it on.

437. He began kissing her on her stomach and she began trembling in fear.

438. She shouted “no” and began to cry. Nygard grabbed her closer, put all of his weight on her, and penetrated her vagina with his penis.

439. She told him to stop and resisted him, but he overpowered her.

440. After Nygard raped her, Jane Doe No. 3 was bleeding from her vagina, and there was blood on the sheets.

441. Jane Doe No. 3 told Nygard that she wanted to go.

442. He pointed her toward the bathroom and told her to clean off.

443. She took a shower, and when she finished, Nygard was no longer in the room.

444. She got dressed and waited for someone to return.

445. Eventually, the employee returned and asked her if she was okay. She responded that she was afraid. The employee led her back downstairs, and Jane Doe No. 3 sat by herself until the driver returned to take her home.

446. Before Jane Doe No. 3 left, the employee handed her approximately \$200 in U.S. currency.

447. The following week, some of Jane Doe No. 3's friends showed her a text message from the employee, instructing them to be ready to go to Nygard Cay that Sunday.

448. The next day, Jane Doe No. 3 told her fourteen-year-old cousin, Jane Doe No. 4, about the employee and the "pamper party" at Nygard Cay. She did not, however, tell Jane Doe No. 4 what had happened to her there.

449. Jane Doe No. 3 and Jane Doe No. 4 went to Nygard Cay.

450. When they arrived, they were registered at the security station near the front gate.

451. Inside, Jane Doe No. 3 was not feeling well, so she sat by herself, while the other girls went to eat.

452. Jane Doe No. 3 went to the bathroom, and, when she returned, she did not see Jane Doe No. 4.

453. She asked one of the other girls at the pamper party where she went, and they told her that she went with the employee.

454. Later, someone told Jane Doe No. 3 that her mother was outside the gate at Nygard Cay, threatening to call the police if they did not let her in to get the girls.

455. She did not want to leave without Jane Doe No. 4, and she was very scared.

456. She found Jane Doe No. 4 a short time later.

457. Jane Doe No. 4 stated that she needed to go get her bag, which she left at the pool area. She returned a short time later, and they ran toward the gate, where they saw Jane Doe No. 3's mother shouting.

458. They immediately got in the car, and she drove them home.

459. Neither Jane Doe No. 3 nor Jane Doe No. 4 told Jane Doe No. 3's mother what had happened to them at Nygard Cay. Instead, they told her that the employee had offered them jobs cleaning the bathrooms.

460. She instructed the girls never to go back again.

**4. Jane Doe No. 4**

461. Jane Doe No. 4 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas.

462. In June 2011, she was fourteen years old when her cousin, Jane Doe No. 3, told her about a "pamper party" that she attended at Nygard Cay.

463. Jane Doe No. 4 decided to go.

464. At the party, Jane Doe No. 4 went to the pool house and changed into her bathing suit. She went to a beach chair and sat there with her bag next to her.

465. After about 30 minutes, she went and got a manicure and pedicure. She returned to her beach chair and received a drink with alcohol in it.

466. Shortly thereafter, Nygard approached her and asked her if she had ever thought about modeling.

467. He told her that he thought that she would be a good candidate, based upon her body structure. He then told her that he had connections, if she wanted to try it.

468. Nygard asked her if she wanted to go somewhere quieter to talk and motioned for her to follow him.

469. He led her up the stairs, at which point Jane Doe No. 4 began to hesitate. He told her not to be scared. She followed him up the stairs and into his bedroom.

470. Once they arrived in the bedroom, Nygard invited her to get comfortable on the bed.

471. Nygard turned on the television, which was playing pornography showing a woman having oral sex with a man.

472. After some time, Nygard sat down on the bed next to her and began stroking her hair and rubbing her back. Jane Doe No. 4 was scared and uncomfortable.

473. She asked him if this was his way of talking about modeling, and he replied that he wanted to have sex with her.

474. Nygard began removing his clothes and moved toward her. Nygard pulled the strings on her bathing suit, removing it, and began licking her neck, moving downward until he began performing oral sex on her.

475. Jane Doe No. 4 attempted to close her legs, but Nygard pushed them open. She continued to try to close her legs, but he overpowered her.

476. Nygard then moved upward and began to penetrate her vagina with his penis.

477. After some time, he then instructed her to perform oral sex on him until he ejaculated.

478. Prior to this encounter she was a virgin.

479. Jane Doe No. 4 then went into the bathroom and took a shower. She put her clothes on, and when she came out, Nygard gave her a white envelope and told her “this is for you.”

480. Nygard then told her to give him his contact information and that he would contact her about modeling. The envelope contained approximately \$5,600 in U.S. currency.

481. Jane Doe No. 4 left the room, and as she was heading downstairs, she saw her cousin, Jane Doe No. 3, looking for her and saying that her mother was outside waiting for them.

482. Jane Doe No. 4 returned to the pool area to get her bag, and they left together with Jane Doe No. 3's mother.

483. She never returned to Nygard Cay.

**5. Jane Doe No. 5**

484. Jane Doe No. 5 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas.

485. In July 2009, when she was seventeen years old, she was invited to a "pamper party" by her friend.

486. While at the party, Jane Doe No. 5 consumed multiple alcoholic beverages.

487. While they were drinking on the beach, Nygard approached the friend and gestured at her to follow him.

488. The friend motioned to Jane Doe No. 5 to come with her because she did not want to go with Nygard alone.

489. Nygard took them up to his bedroom and gave them more to drink.

490. After drinking the drinks, Jane Doe No. 5 began to feel different.

491. Nygard instructed the girls to touch one another sexually, and they complied.

492. After several minutes, Nygard joined and began touching the girls.

493. Nygard then sodomized Jane Doe No. 5 against her will.

494. Afterwards, she was bleeding from her anus.

495. Nygard then asked the girls to defecate on him, but neither of them could or would do so.

496. Nygard gave Jane Doe No. 5 \$200 in U.S. currency and led the girls downstairs.

497. He gave permission for them to leave, and they drove home.

498. Jane Doe No. 5 never returned to Nygard Cay.

**6. Jane Doe No. 6**

499. Jane Doe No. 6 is a Bahamian citizen, born in Nassau, New Providence, the Bahamas.

500. In August 2008, when she was fifteen years old, she was invited to a “pamper party” by the Nygard Cay DJ, named “Shorts.”<sup>75</sup>

501. Upon arriving, she was processed and registered in the ComCor database and her photograph was taken.

502. While at the party, Jane Doe No. 6 had multiple alcoholic beverages.

503. Jane Doe No. 6 also saw several other children that she knew at the party.

504. Jane Doe No. 6 was introduced to Nygard. Within minutes of the introduction, Nygard spun her around and told her “Nice ass.”

505. Later in the evening, Nygard invited Jane Doe No. 6 to accompany him to get some marijuana to smoke.

506. Jane Doe No. 6 was not afraid because Nygard had a high profile in the Bahamas, and she held him in high regard.

507. Nygard took her up to his bedroom. He then undressed and went into the Jacuzzi.

508. Jane Doe No. 6 began to feel lightheaded from the alcoholic drinks that she had consumed.

509. Nygard got out of the Jacuzzi and told Jane Doe No. 6 to get comfortable.

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<sup>75</sup> See <https://www.youtube.com/watch?v=SVQADmCs77s> (detailing unveiling of Nygard Cay “beach disco.”).



510. Nygard opened a drawer filled with pills and told Jane Doe No. 6 to take some, but she declined.

511. Nygard then untied her bathing suit and began undressing her.

512. He told her that he wanted her to defecate on his face, and she told him no.

513. Nygard began fondling Jane Doe No. 6 and pushed his finger into her anus.

514. Jane Doe No. 6 tried to fight Nygard off, but he became more aggressive the more that she fought.

515. He then attempted to have anal sex with Jane Doe No. 6 but was unable to penetrate her anus.

516. He then penetrated her vagina and proceeded to rape her.

517. Jane Doe No. 6 told Nygard to stop many times and continued to fight, but he overpowered her.

518. After Nygard was done, Jane Doe No. 6 got dressed immediately and tried to leave the room. Before she could leave Nygard told her to take a handful of cash in U.S. currency.

519. Jane Doe No. 6 refused the cash and left the room.

520. She found her friends and left Nygard Cay. She never returned.

**7. Jane Doe No. 7**

521. Jane Doe No. 7 is a Bahamian citizen.

522. In 2010, when she was 18 years old, Jane Doe No. 7 was invited to a “pamper party” at Nygard Cay by a friend.

523. Upon arrival, she was processed and registered in the ComCor database and her photograph was taken.

524. Jane Doe No. 7 consumed several alcoholic beverages while at the party.

525. Nygard approached her and introduced himself to her. He then led her upstairs to the bedroom.

526. Nygard invited Jane Doe No. 7 into the Jacuzzi, and she got in.

527. Nygard made sexual advances toward her in the Jacuzzi, and she resisted.

528. Nygard then made a drink for Jane Doe No. 7, which she drank completely.

529. Within several minutes, Jane Doe No. 7 began feeling nauseous and sleepy.

530. Nygard asked her to urinate in his mouth.

531. Jane Doe No. 7 then bent over the bed because she could no longer stand. Nygard was beside her.

532. Jane Doe No. 7 does not recall what happened next because she kept slipping in and out of consciousness.

533. She awoke with pain in her anus and blood in her underwear.

534. Nygard paid Jane Doe No. 7 in U.S. currency and sent her away.

535. She left Nygard Cay and never returned.

#### **8. Jane Doe No. 8**

536. Jane Doe No. 8 is a Bahamian citizen. In 2008, Jane Doe No. 8 was an employee of Nygard Cay.

537. Jane Doe No. 8 was often tasked with driving to pick up girls who didn't have a ride to a pamper party, hosting pamper parties, recruiting women for pamper parties, and performing household duties at Nygard Cay.

538. Jane Doe No. 8 was aware of Nygard's sexual appetites, since she often was the one picking up victims and driving them to and from Nygard Cay.

539. She herself had turned down Nygard's sexual advances many times during the course of her employment at Nygard Cay.

540. On one particular occasion in 2014, after substantial stress at the job, one of Nygard's "girlfriends" offered her a glass of wine. The girlfriend was insistent, and, although Jane Doe No. 8 rarely drinks while at work, she accepted a glass of wine and gulped it down quickly. Then she went to Nygard's room to complete her job duties.

541. Shortly after arriving, she noticed her arms become numb and then she fell unconscious on Nygard's bed.

542. When she became alert again, Nygard was on top of her on his bed and was in the act of penetrating her vaginally with his penis. She was powerless to stop him.

543. While slipping in and out of consciousness, Jane Doe No. 8 saw three specific girlfriends walk in and witness what was happening, including the girlfriend who provided her the wine.

544. When Jane Doe No. 8 finally became fully awake, she left the household, went out to her car, and began crying.

545. After this occurred, she continued to work at Nygard Cay out of financial necessity.

546. Following Nygard's rape of her, Jane Doe No. 8 actively attempted to avoid contact with Nygard and performed all the household duties she could that did not require direct contact with him.

547. Nygard finally confronted her about the rape and told her "not to take it personally."

548. Eventually, Nygard told Jane Doe No. 8 that she must either continue to have sex with him regularly, or that she would no longer be employed. When she refused, she was terminated.

549. On April 6, 2017, Jane Doe No. 8 was taking the trash out at her home in the Bahamas, when she was accosted by two of Nygard's employees. The two employees stated that Nygard wanted to speak to her and that she needed to travel to see him. She stated that she did not wish to see Nygard. The employees ignored her refusal and used physical force to take her inside, confiscate her passport, and put her into a car. She had no clothes or travel items with her.

550. Jane Doe No. 8 was driven by the two employees to the airport and given a plane ticket to fly to Toronto.

551. When she arrived in Toronto, Jane Doe No. 8 was only wearing shorts and a t-shirt and was freezing. She was forced into a hotel room and restrained or guarded to prevent escape.

552. During this time, her cell phone was confiscated, and she was not allowed to let her family or friends know where she was.

553. Nygard, however, did not appear in Toronto and the employees who abducted her provided plane tickets and, at Nygard's instruction, took her to Fort Lauderdale.

554. In Fort Lauderdale, Jane Doe No. 8 was restrained and guarded in another hotel room under the guise of speaking to Nygard.

555. Nygard again did not appear in Fort Lauderdale and Jane Doe No. 8 was flown back to Nassau on April 10, 2017.

**9. Jane Doe No. 9**

556. Jane Doe No. 9 was an employee of Nygard and the Nygard Companies.

557. During her time as an employee of Nygard and the Nygard Companies, Jane Doe No. 9 was sexually assaulted by Nygard on numerous occasions. On each occasion, she would resist and tell him no, but he would force himself on her.

558. Nygard used Jane Doe No. 9's continued employment with the Nygard Companies as value and as a means to coerce and force her into commercial sex acts.

559. In 2015, Jane Doe No. 9 was sexually assaulted by Nygard at his residence in Marina Del Ray, California.

560. She was asleep in a guest room that had a key code lock on the door. Nygard overrode the key code and entered the room without her permission while she was sleeping.

561. She awoke to Nygard forcefully and physically overpowering her as she attempted to stop him from raping her.

562. She verbally demanded he stop, but he refused and proceeded to forcefully penetrate her.

563. After the assault, Jane Doe No. 9 sought medical treatment.

564. Jane Doe No. 9 eventually left her employment with Nygard and the Nygard Companies due to the continuous sexual abuse that she endured.

565. She did not report Nygard's sexual abuse because she is extremely scared of him and what he might do to her and her career aspirations.

**10. Jane Doe No. 10**

566. Jane Doe No. 10 is a Bahamian citizen. When she was fifteen years old, Jane Doe No. 10 was vaginally and anally raped by Nygard while attending a "pamper party" at Nygard Cay.

567. Jane Doe No. 10 had heard of "pamper parties" before from her friends and thought that they sounded fun.

568. When she was fifteen years old, her sister invited her to come to a "pamper party" at Nygard Cay.

569. After eating sushi and grilled meats, Jane Doe No. 10 noticed that she was not feeling well and was nauseous.

570. She was approached by Nygard and his security guard shortly thereafter.

571. Nygard held Jane Doe No. 10's hand and told her to follow him.

572. Jane Doe No. 10 asked why, but Nygard refused to answer and dragged her along with him.

573. Nygard's security guard walked with them as they arrived at what Jane Doe No. 10 soon realized was Nygard's bedroom. She became afraid.

574. After she and Nygard entered the bedroom, Nygard's security guard stood outside his door.

575. Once they were alone in the room, Nygard commented on Jane Doe No. 10's body, told her that she could be a model for him, and cupped her butt with his hands.

576. Nygard then told her to take off her clothes.

577. Jane Doe No. 10 told Nygard that she was not comfortable doing that, as she was only fifteen years old.

578. Jane Doe No. 10 was still not feeling well and was feeling dizzy and light-headed.

579. Jane Doe No. 10 told Nygard that she was not feeling well and that she was ready to go home.

580. Nygard opened a drawer and took out a small white pill. He told Jane Doe No. 10 to take the pill, lay down, and it would make her feel better.

581. Jane Doe No. 10 took the pill, thinking that it would make her feel better.

582. Nygard then asked Jane Doe No. 10 if she had ever had anal sex before. She told him that she had never heard of that before.

583. Nygard told Jane Doe No. 10 that she was going to like it and offered her \$5,000.

584. Nygard then forced Jane Doe No. 10 onto the bed and climbed on top of her, kissing her neck and breast.

585. Jane Doe No. 10 told him that he was making her feel uncomfortable.

586. Jane Doe No. 10 tried to fight Nygard off of her, but he physically overpowered her. The harder she fought, the angrier he got.

587. Jane Doe No. 10 became overwhelmed.

588. Nygard then forced his penis into her vagina. It was very painful and Jane Doe No. 10 began to cry.

589. Jane Doe No. 10 told Nygard that he was hurting her and that she was still not feeling well.

590. Nygard told Jane Doe No. 10 to lay down on her stomach and she would feel better.

591. Jane Doe No. 10 laid down on her stomach and Nygard immediately laid on her back and started kissing her neck.

592. Nygard then offered Jane Doe No. 10 \$10,000 to defecate in his mouth. Jane Doe No. 10 responded that she could not do that and that she was in a lot of pain.

593. Nygard then forced his penis into Jane Doe No. 10's anus.

594. When he was done Jane Doe No. 10 immediately left the room and went downstairs to her sister.

595. Jane Doe No. 10's sister could tell that she was visibly upset, but she did not tell her what had happened.

596. They went home and Jane Doe No. 10 did not tell anyone what had happened because she was scared and embarrassed.



597. Jane Doe No. 10 woke up the following day and she was bleeding from her anus. She was too afraid to tell her mother, so she asked her sister to accompany her to the doctor.

598. Jane Doe No. 10 had to receive two stitches in her anus to stop the bleeding.

#### **11. Jane Doe No. 11**

599. Jane Doe No. 11 is a Bahamian citizen. In 2002, when she was fifteen years old Jane Doe No. 11 was first raped by Nygard. Jane Doe No. 11 became a regular “girlfriend” of Nygard from approximately 2005-2008.

600. In 2002, Jane Doe No. 11 was first invited to a “pamper party” at Nygard Cay by the Nygard Cay DJ, “Shorts.”

601. “Shorts” drove Jane Doe No. 11 to the “pamper party.” Upon arrival, she was registered with ComCor at the security gatehouse and they took her photograph.

602. While at the “pamper party,” Jane Doe No. 11 was served and consumed alcoholic beverages.

603. As the “pamper party” was coming to an end, Jane Doe No. 11 began looking for her clothes and her shoes since she was in a swimsuit.

604. “Shorts” left the party without Jane Doe No. 11, effectively stranding her at Nygard Cay.

605. Jane Doe No. 11 met Nygard and asked Nygard if he could assist her in getting a ride home. Nygard informed her that the gates were locked and that she could not leave until morning.

606. Nygard then began making sexual advances toward Jane Doe No. 11.

607. Jane Doe No. 11 told Nygard that she wanted to go home, but he told her that she could not leave.

608. Nygard told Jane Doe No. 11 to follow him and he would show her to a room that she could sleep in.

609. Jane Doe No. 11 followed Nygard. Nygard led Jane Doe No. 11 to his bedroom.

610. Nygard began touching Jane Doe No. 11, who asked him to stop. He then put on coprophilia pornography and demanded oral sex from Jane Doe No. 11, who again refused.

611. At this point, Nygard became angry with her, threw her on the bed, and overpowered her. He attempted to sodomize her and then vaginally raped her.

612. During the rape, Nygard demanded that Jane Doe No. 11 defecate and urinate on him. Jane Doe No. 11 urinated on Nygard.

613. Jane Doe No. 11 was a virgin before Nygard raped her.

614. Nygard did not use a condom and gave Jane Doe No. 11 a “Plan B” so that she would not get pregnant. He made her take it immediately.

615. Eventually Nygard fell asleep. Jane Doe No. 11 escaped his bedroom, ran downstairs, and climbed the gate of the Nygard Cay property.

616. Jane Doe No. 11 did not know where she was and kept getting lost. She walked for hours before she arrived at the main gate at Lyford Cay.

617. Jane Doe No. 11 asked the security guards at the gate to help her with a ride home and they called her friend for a ride.

618. Jane Doe No. 11 did not tell anyone what happened to her due to embarrassment, shame, and fear.

619. Jane Doe No. 11 began receiving Facebook messages from Nygard’s ComCor employees inviting her to future “pamper parties.”

620. Jane Doe No. 11 attended other “pamper parties” with friends. She believed that if she went with friends that she would be safe.

621. Nygard, however, raped Jane Doe No. 11 on several occasions when she attended the “pamper parties.”

622. In 2005, Jane Doe No. 11 started attending the “pamper parties” again. She attended the “pamper parties” regularly until approximately 2008 and became one of Nygard’s “girlfriends,” regularly engaging in commercial sex acts with him.

623. Nygard forced Jane Doe No. 11 to have sex with him, other girls, and other men.

## **12. Jane Doe No. 12**

624. Jane Doe No. 12 is Bahamian citizen born in Nassau, the Bahamas. For approximately six years, from 2008-2014, she was paid as a full-time sex worker and “girlfriend” of Nygard.

625. Jane Doe No. 12 was paid to engage in sex with Nygard and others.

626. She was also paid to “recruit” young girls and women for Nygard to rape and/or engage in commercial sex acts with. She recruited young girls and women in various locations around the world, including the United States and the Bahamas.

627. Nygard gave Jane Doe No. 12 specifications about what type of girls and women he wanted her to introduce to him. Nygard told her he wanted the girls to be slim and “the younger, the better.”

628. In 2008, Jane Doe No. 12 attended a “pamper party” at Nygard Cay. She was twenty-five years old.

629. She learned of the “pamper party” through one of Defendants’ ComCor employees. The woman told Jane Doe No. 12 that there would be free food and drinks at the party and she would be able to have modeling photos taken by a professional photographer.

630. Jane Doe No. 12 was interested in having professional modeling photos taken and pursuing a modeling career so she decided to attend the “pamper party.”

631. Upon arrival, Jane Doe No. 12 was registered with ComCor.

632. The ComCor employee who invited Jane Doe No. 12 to the “pamper party” introduced her to Nygard.

633. Nygard offered to show Jane Doe No. 12 around the property. The “tour” ended in Nygard’s bedroom.

634. Nygard invited Jane Doe No. 12 to join him in the jacuzzi. Jane Doe No. 12 accepted and joined Nygard in the jacuzzi.

635. Nygard began performing oral sex on Jane Doe No. 12. He then led Jane Doe No. 12 to the bed. Nygard requested that Jane Doe No. 12 defecate in his mouth, to which she said no. Nygard then placed grapes in her anus and asked her to push them out into his mouth. Nygard then had vaginal intercourse with Jane Doe No. 12.

636. When he was finished, Nygard handed Jane Doe No. 12 a “morning after pill” from his nightstand and instructed her to take it so she would not get pregnant.

637. Nygard then went to his safe and gave Jane Doe No. 12 between \$500 and \$1000 in U.S. currency and told her it was “cab fare.” Jane Doe No. 12 understood this to be “hush money.”

638. Nygard and Jane Doe No. 12 exchanged phone numbers. Jane Doe No. 12 saw that Nygard “rated” each of the girls in his phone based on his sexual experience with them.

639. Jane Doe No. 12 returned to the “pamper party” for a few hours where she enjoyed the amenities of Nygard Cay.

640. Shortly after the first “pamper party,” Nygard began texting Jane Doe No. 12 to come to dinner at Nygard Cay.

641. Jane Doe No. 12 attended dinner parties at Nygard Cay on several occasions.

642. Nygard sat Jane Doe No. 12 next to him at the table and paid special attention to her. Jane Doe No. 12 later learned that this was typical with new “recruits.”

643. A few weeks later, Nygard invited Jane Doe No. 12 to go on a trip with him and told her he wanted her to model Defendants’ clothing.

644. Nygard portrayed the trips as fun and glamorous “fashion tours.”

645. Jane Doe No. 12 accepted the invitation and her trip was booked through Defendants’ corporate travel department.

646. On her first trip with Nygard, Jane Doe No. 12 and other “girlfriends” flew on Defendants’ “N-Force” jet to New Orleans, then to Los Angeles, and lastly to New York.

647. While in New Orleans, Jane Doe No. 12 shared a room with another “girlfriend” whose job it was to train Jane Doe No. 12 how to do the job. She was instructed that Nygard expects “good behavior,” meaning she had to bring him new girls, called “presents,” and the younger the better. She would get more favor from Nygard if the victim was younger. She was also told she would be expected to have sexual experiences with a lot of men for Nygard’s viewing pleasure.

648. When the group arrived in Los Angeles, they were taken to Nygard’s Marina Del Rey property and assigned rooms to sleep in.

649. Soon after, Nygard summoned Jane Doe No. 12 to his room. Another couple was in the room as well, named Steve and Sophie. Jane Doe No. 12 and the other female began to engage in a sexual experience with each other. At some point, Nygard offered Jane Doe No. 12 to Steve for sex so that Nygard could have sex with Sophie. Jane Doe No. 12 did not want to engage in sexual intercourse with Steve, however she did not have a choice in the matter, and cried after it was over.

650. Jane Doe No. 12 talked to her roommate about what happened. The roommate told her that Nygard wants “a new pussy every night.”

651. Nygard held a “pamper party” while they were at Marina Del Rey and the roommate showed Jane Doe No. 12 how to recruit new girls at a “pamper party” for Nygard.

652. In New York City, Nygard took Jane Doe No. 12 to a “club.” Nygard, Jane Doe No. 12, and the other girls were driven to the club by the Nygard Companies’ driver. Jane Doe No. 12 thought they were just going to a regular dance club. Upon arrival, Jane Doe No. 12 was surprised that it was in fact a “swingers club.”

653. Jane Doe No. 12 was forced and coerced to have sex with other men at the “swingers” club in New York City at Nygard’s direction and for his benefit.

654. After New York City, Jane Doe No. 12 flew to Toronto with Nygard. Eventually, Jane Doe No. 12 told Nygard that she wanted to go home because the “fashion tour” was not what Nygard told her and was not what she expected.

655. Nygard would not permit Jane Doe No. 12 to go home and told her that she needed to “recruit” other girls and women for him to have sex with.

656. Jane Doe No. 12 was dependent upon Nygard for money and travel.

657. Nygard forced Jane Doe No. 12 to attend a “swingers club” in Toronto where she was coerced and directed by Nygard to “recruit” couples for she and Nygard to have sex with.

658. After Toronto, Jane Doe No. 12 flew back to the Bahamas with Nygard on Defendants’ “N-Force” jet.

659. Jane Doe No. 12 wanted to go home, but Nygard required her to stay at Nygard Cay because he was throwing a “pamper party” the day that they landed in the Bahamas.

660. Jane Doe No. 12 did not go home because she knew that if she left Nygard would withhold her pay and otherwise punish her.

661. Nygard allowed Jane Doe No. 12 to go home after she “recruited” a woman at the “pamper party” for Nygard to have sex with and ushered her to Nygard’s room.

662. By the end of her first trip with Nygard, Jane Doe No. 12 realized that she was traveling with Nygard as a full-time sex worker—not as a model as he promised—and that his portrayal of the “fashion tours” were used to exploit Jane Doe No. 12 and the other “girlfriends” that traveled with him.

663. Jane Doe No. 12 only got to model for Defendants a few times when he had his “girlfriends” wear his new line of clothing to show executives of the Nygard Companies.

664. Nygard had strict physical appearance rules for his “girlfriends.” Girlfriends always had to have full hair and makeup done, heels had to be worn, no red lipstick allowed, certain hair styles were not allowed, and at times, Nygard would dictate the outfits worn.

665. Nygard had strict dietary conditions for his “girlfriends” to ensure they remained extremely slender.

666. Throughout the six years that Jane Doe No. 12 was Nygard’s “girlfriend,” she was regularly paid on a monthly basis and coerced to engage in commercial sex acts with him including



vaginal sex and anal sex. Nygard also paid and coerced Jane Doe No. 12 to defecate in his mouth. In addition to having sex with strangers at “swingers clubs,” Nygard also forced Jane Doe No. 12 to have sex with other men in New York, Los Angeles, and the Bahamas. Nygard typically paid Jane Doe No. 12 \$1,200 in U.S. currency for engaging in sex acts with other men.

667. Jane Doe No. 12 was paid and coerced to “recruit” other young girls and woman for Nygard to have sex with. Nygard told Jane Doe No. 12 that if she brought him new victims, he would not have force her to have sex with him.

668. By 2009, Jane Doe No. 12 became one of Nygard’s “main” sex workers.

669. During the time she was working, she was forced to cater to Nygard’s perverse sexual desires twenty-four hours per day, seven days per week.

670. While employed as Nygard’s “girlfriend,” Jane Doe No. 12 often traveled with Nygard and several other “girlfriends” to and from various locations including New York City, Los Angeles, Miami, New Orleans, Winnipeg, Toronto, London, and cities in China and Germany.

671. Jane Doe No. 12 “recruited” woman for Nygard in all of these locations.

672. Nygard instructed Jane Doe No. 12 to “loosen up” the “recruits” and make sure they are willing to comply with Nygard’s sexual demands. If a girl was not willing, Nygard expected Jane Doe No. 12 to participate in the sexual act to make her more comfortable.

673. Other times, she witnessed Nygard employees drug certain food and beverages at Nygard’s direction to make sure a victim would be compliant.

674. Sometime in 2009, Jane Doe No. 12 was put on the Nygard Companies’ official “girlfriend” or “model” payroll and was paid approximately \$3,000 to \$4,000 per month to engaged in commercial sex acts with Nygard and others as well as “recruit” new victims for Nygard.

675. Jane Doe No. 12 was paid by the Nygard Companies via direct deposit through their corporate accountant, Lili Micic.

676. Jane Doe No. 12 was also periodically given cash from the Nygard Companies directly by Nygard.

677. Beginning in 2011, the Nygard Companies' corporate accountant, Lili Micic, instructed Jane Doe No. 12 to submit invoices in order to receive her monthly payments. She provided Jane Doe No. 12 with an invoice template that stated that she was being compensated by the Nygard Companies for "Modeling and Promotional Services."

678. All payments made by Lili Micic were required to be approved directly by Nygard.

679. In February 2012, Jane Doe No. 12 became sick for nearly a month, while traveling with Nygard to Toronto and was hospitalized. Tina Tulikorpi, Marketing and Promotions Director of the Nygard Companies, arranged for the Nygard Companies to pay for Jane Doe No. 12's hospital bills.

680. Nygard used the payment of Jane Doe No. 12's hospital bills as further means to control and manipulate her.

681. In 2012, Jane Doe No. 12 travelled to China with Nygard and several other "girlfriends." While in China, Nygard became enraged with Jane Doe No. 12 and almost committed physical violence against her until another "girlfriend" stepped in.

682. Nygard would sometimes offer Jane Doe No. 12 to visitors, business professionals, politicians, or guests of his for a commercial sexual act. This occurred in the Bahamas, in the United States, and in the United Kingdom.

683. On one occasion, Jane Doe No. 12 was sent by Nygard to Perry Christie's office to "ask for help" with a personal matter. When she arrived, Christie had "sexy" photos of her, that

she had taken for Nygard, spread across his desk. Christie took his penis out and attempted to engage in sexual activity with Jane Doe No. 12. Jane Doe No. 12 refused. Afterwards, Nygard asked about Jane Doe No. 12's encounter with Christie and became upset when he learned that Jane Doe No. 12 did not have sexual intercourse with Christie.

684. In 2014, Jane Doe No. 12 grew tired of working as a sex worker for Nygard. She had a legitimate business that she could rely on for income so she decided to quit.

685. Nygard threatened her physically, paid Bahamian police to harass and threaten her, paid thugs to firebomb her business, and threatened to sue Jane Doe No. 12 if she exposed Defendants' conspiracy and/or sex trafficking venture.

686. Jane Doe No. 12 is terrified that Nygard will attempt to retaliate against her for coming forward.

### **13. Jane Doe No. 13**

687. Jane Doe No. 13 is a Canadian citizen who resides in Canada.

688. In the summer of 2007, when she was seventeen years old, Jane Doe No. 13 traveled to New York City to pursue a modeling career.

689. Jane Doe No. 13 met with a modeling manager to discuss representation.

690. The modeling manager took Jane Doe No. 13 to his apartment and they discussed him representing her for modeling and acting in the United States.

691. The modeling manager told Jane Doe No. 13 that he had a very important friend in the fashion business named Peter Nygard that he hoped Jane Doe No. 13 could meet with and would help further her career.

692. The modeling manager told Jane Doe No. 13 that he needed to take pictures of her to send to him.

693. As he was photographing Jane Doe No. 13, the modeling manager told her that he needed to take nude photos because the man would be considering her for an upcoming swimsuit photo shoot in the Bahamas.

694. The modeling manager sent the photographs of Jane Doe No. 13 to Nygard for his “approval.” He then told Jane Doe No. 13 that she was “in luck” because Nygard wanted to meet her.

695. The modeling manager took Jane Doe No. 13 to Nygard’s penthouse apartment in New York City.

696. When she arrived, there were several other girls and a few men in the apartment as well as waitstaff who appeared to be employees of Nygard Companies.

697. Jane Doe No. 13 was given alcohol including champagne and liquor. She was encouraged by both the modeling manager and the staff to keep drinking.

698. After about an hour, Jane Doe No. 13 was taken to the bedroom where Nygard was waiting.

699. Nygard asked Jane Doe No. 13 her age and she replied that she was seventeen.

700. Nygard told Jane Doe No. 13 that he thought she would be a good fit for a photo shoot Defendants were having in the Bahamas.

701. Jane Doe No. 13 lost consciousness shortly thereafter because her drinks were spiked with drugs.

702. Jane Doe No. 13 woke up on her stomach, her dress pulled up above her waist, and her underwear removed. When she awoke Nygard was sodomizing her. She screamed and began vomiting as he continued to sodomize her.

703. Nygard then raped her vaginally.

704. After Nygard finished, Jane Doe No. 13 went to the bathroom to clean herself up. She went out to the main room and asked the modeling manager if they could leave. They left shortly thereafter.

705. The modeling manager took Jane Doe No. 13 back to his apartment. He offered for her to sleep on the sofa.

706. In the middle of the night, she awoke to the modeling manager groping her. Jane Doe No. 13 pleaded for him to let her sleep because she did not feel well. He let Jane Doe No. 13 go back to sleep.

707. In the morning Jane Doe No. 13 gathered her belongings and left as soon as she could.

708. As she was leaving, she saw another young girl going up to the modeling manager's apartment.

709. Jane Doe No. 13 took a Greyhound bus back to Toronto.

#### **14. Jane Doe No. 14**

710. Jane Doe No. 14 is a Canadian citizen who resides in Canada.

711. Jane Doe No. 14 was recruited for a potential job opening in New York City with the Nygard Companies by an employee of the Nygard Companies.

712. In approximately 2003, Jane Doe No. 14 went to the Toronto office for the job interview with Nygard.

713. Upon arrival at the corporate office, Jane Doe No. 14 saw women and/or models walking around the office.

714. She waited several hours for Nygard and one of Nygard's employees or "girlfriends" talked to her and encouraged her to keep waiting. She offered her a soda while she waited for her "interview" with Nygard.

715. Jane Doe No. 14 drank the soda before her "interview" with Nygard.

716. Nygard arrived and the woman who provided the soda quickly left.

717. During the interview, Jane Doe No. 14 became woozy.

718. Jane Doe No. 14 asked Nygard to use the bathroom. Nygard escorted Jane Doe No. 14 to the bathroom, which was located in a bedroom in the office.

719. Nygard closed and locked the door to the bedroom. He pushed Jane Doe No. 14 onto the bed and raped her.

720. Jane Doe No. 14 cried throughout the entire rape. She was unable to move her arms or legs.

721. Jane Doe No. 14 blacked out shortly after the rape. She awoke in a basement on a mat with three other girls, one of whom was the girl that gave her the drugged soda.

722. Jane Doe No. 14 was eventually let out because she appeared calm and did not claim to be raped. The "girlfriend" told her that she got the job in New York City and would need to leave immediately on the Nygard jet.

723. Jane Doe No. 14 flew on the N-Force corporate jet to New York City with Nygard and several other women.

724. Upon arrival, Nygard reserved rooms at the W Hotel in Times Square. Jane Doe No. 14 had friends in New York. She was able to sneak out of the hotel and stay with friends to avoid further victimization.

725. Jane Doe No. 14 called the Nygard Companies travel office and demanded a ticket home. She was told that they don't buy flights home, but eventually agreed to buy her return flight when she threatened legal and media action.

**15. Jane Doe No. 15**

726. Jane Doe No. 15 is a Canadian citizen who resides in Canada.

727. Jane Doe No. 15 was an acquaintance of Nygard's niece, Angela Dyborn, and his nephew, Christopher Nichols.

728. In the late 1980's, Jane Doe No. 15 was in Los Angeles meeting with modeling agents and visiting with her friend, Angela.

729. Angela invited her to stay at the executive suites across from Nygard's Marina Del Rey residence. Jane Doe No. 15 had her own private room.

730. During her stay, she met Nygard only once for a brief period.

731. In 1993, Angela told Jane Doe No. 15 that Nygard wanted her to model the Nygard Companies' new "Signature Line."

732. Nygard called Jane Doe No. 15 from the Bahamas and told her he wanted her to model for the Nygard Companies. He told Jane Doe No. 15 that he wanted her to come to Winnipeg and that his secretary would contact her with the details

733. The Nygard Companies paid for Jane Doe No. 15 to travel to Winnipeg, Canada.

734. Jane Doe No. 15 was told that she would be staying at the "executive suites" at the Winnipeg office. She believed that it would be similar to her time staying at the "executive suites" in Marina Del Rey, California.

735. Angela picked Jane Doe No. 15 up from the airport.



736. Angela drove Jane Doe No. 15 to the Nygard Companies' Inkster factory where she did some work for the Nygard Companies. Jane Doe No. 15 walked around the factory.

737. Angela took Jane Doe No. 15 to dinner and then to the Nygard Companies' Notre Dame factory.

738. Nygard arrived with his chauffer.

739. Nygard stated "you're better than I remember!"

740. Angela left and Jane Doe No. 15 quickly realized that she was staying at Nygard's personal apartment, which was attached to the warehouse—not a separate "executive suite."

741. When she arrived at the apartment, Nygard locked the door. Nygard kept the key to the door with him at all times.

742. When he left, he locked Jane Doe No. 15 in the apartment.

743. Jane Doe No. 15 was held against her will at the apartment for approximately three days.

744. Jane Doe No. 15 believes she was drugged because she has little memory of portions of her time there.

745. Jane Doe No. 15 was raped at least once and was sexually assaulted repeatedly.

746. Jane Doe No. 15 begged Nygard to let her go, but he stated that he could not trust her to not tell anyone. Jane Doe No. 15 was afraid that Nygard would kill her.

747. During this time, on at least one occasion, a Nygard Companies employee brought food and beverages to the room. Nygard was naked when he arrived and he left without assisting Jane Doe No.15, even though she did her best to non-verbally ask for help.

748. On the third day, Nygard fell asleep. Jane Doe No. 15 attempted to call her parents, but was unable to dial long distance.

749. Jane Doe No. 15 then called Nygard's nephew, Christopher Nichols, and told him where she was.

750. Christopher Nichols told Jane Doe No. 15 that he would come get her.

751. As Jane Doe No. 15 waited, she found the key to the locked door was left in the door lock.

752. Jane Doe No. 15 fled the apartment. She was naked except for a coat that she was able to find and put on.

753. Jane Doe No. 15 ran through the warehouse to an emergency exit, but the door was chained.

754. A security guard for the Nygard Companies arrived and told Jane Doe No. 15 that she could not leave without Nygard's permission.

755. Jane Doe No. 15 lied and told the security guard that she had Nygard's permission to leave and threatened to have him fired if he did not let her leave.

756. The security guard let Jane Doe No. 15 leave the warehouse. She waited outside in the freezing cold in nothing but a coat.

757. Christopher Nichols eventually arrived and drove her away.

758. Jane Doe No. 15 wanted to call the Winnipeg police, but Christopher Nichols told her that she could not call the police because Nygard "owns" them.

759. Jane Doe No. 15 flew back to her home in Vancouver. She was terrified that Nygard would have her killed and/or would destroy her modeling career.

#### **16. Jane Doe No. 16**

760. Jane Doe No. 16 is a Canadian citizen who resides near Seattle, Washington.

761. During the summer of 1998, Jane Doe No. 16 was nineteen years old and was staying in Nassau, the Bahamas.

762. Jane Doe No. 16 met Nygard through her tennis coach, who called him “Boss.”

763. Jane Doe No. 16 was invited to Nygard Cay to play tennis with Nygard on three occasions.

764. On the second occasion, Jane Doe No. 16’s tennis coach left her alone with Nygard.

765. Nygard told Jane Doe No. 16 that he wanted her to sit next to him at dinner that night. She stayed for dinner with Nygard and his children.

766. On the third occasion, Nygard instructed Jane Doe No. 16 to bring her travel bags with her.

767. When she arrived at Nygard Cay, Nygard told her that he had a private cabana for her to stay in. He escorted her to her room and told her she was welcome to stay for as long as she wanted.

768. During one evening, Jane Doe No. 16 was in the “grotto” at Nygard Cay with Nygard and some others.

769. Jane Doe No. 16 was drugged, raped, and sodomized by Nygard. Nygard then provided Jane Doe No. 16 to his friends for them to have sex with as well.

770. Nygard threw money at Jane Doe No. 16 after they were done.

771. Nygard was extremely verbally abusive and attacked Jane Doe No. 16’s weight and age.

772. Nygard’s rape and sodomy caused Jane Doe No. 16 to bleed and have pain in her vaginal and rectal areas.

773. He let her leave when he decided to return to Canada.

**17. Jane Doe No. 17**

774. Jane Doe No. 17 is a United States citizen.

775. In 1999, Jane Doe No. 17 was nineteen years old and was working as a waitress in Los Angeles, California.

776. Jane Doe No. 17's friend met Nygard who invited them to dinner at Nygard's Marina Del Rey residence.

777. They decided to attend because they were told that there would be various celebrities and high-profile people there.

778. When they arrived, Nygard was playing his own episode of "Lifestyles of the Rich and Famous" on television.

779. Jane Doe No. 17 had one and a half glasses of wine at the dinner.

780. She began to feel sick so she went upstairs to lay down in a bedroom that she found.

781. Nygard followed her upstairs. Nygard stated several comments about Jane Doe No. 17's physical appearance, such as that she was "so pretty and black," she looked "so young," and he called her "a newbie."

782. He pulled down her pants and began raping her.

783. Jane Doe No. 17 tried to resist but was unable to because she was drugged.

784. After Nygard finished, he told her she "did a good job."

785. Jane Doe No. 17's friend took her home.

786. The next day, Jane Doe No. 17 confronted Nygard with what he had done to her. In response, Nygard offered her a free massage, nail treatment, and strawberries. He told her that "things happen" and "you just got drunk."

**18. Jane Doe No. 18**

787. Jane Doe No. 18 is a United States Citizen who resides in New York.

788. In 1977, Jane Doe No. 18 was nineteen years old and was attending a University in Montreal, Canada for the summer semester. This was the first time she had traveled outside of the United States.

789. Jane Doe No. 18 was flying from her home back to school in Montreal.

790. She noticed a man sitting several rows in front of her on the plane continuously looking back at her.

791. When Jane Doe No. 18 got off the plane, she headed to baggage claim. The man approached her while she waited for her bag and introduced himself as Nygard.

792. Nygard offered Jane Doe No. 18 a ride from his business associate to her dormitory.

793. While in the car driven by the Nygard Companies' business associate, Nygard told Jane Doe No. 18 about lavish parties that he attended and famous people he knew and told her that he could introduce her to some high-profile people.

794. During the drive, Nygard stopped at his apartment to drop off his luggage.

795. When they arrived at the apartment, Nygard invited Jane Doe No. 18 to come up while she waited for him to drop his things off.

796. When they entered the apartment Nygard told her to look around and left the room.

797. As she was looking around the apartment, she turned around and Nygard was standing there in nothing but his underwear.

798. Nygard attacked Jane Doe No. 18 and threw her on the bed.

799. Jane Doe No. 18 screamed for help and Nygard said, "you can scream all you want, no one is going to hear you."

800. Jane Doe No. 18 had her menstrual period that day. Nygard ripped her pants off, tore the tampon out and raped her.

801. Jane Doe No. 18 continued to plead with Nygard to stop. She had no course of self-defense since Nygard was well over six feet tall and Jane Doe No. 18 was 5'2" and weighed 105 pounds.

802. Nygard stated "it's not a matter of wanting to, it's a matter of competition, and I'm going to win."

803. After he was done, Nygard acted like nothing happened. He instructed Jane Doe No. 18 to go to the kitchen and get him a glass of orange juice.

804. Jane Doe No. 18 was terrified. She did as she was told.

805. While in the kitchen, Jane Doe No. 18 called the only friend she knew who she had met during summer class. She told him that she had no idea where she was and that if she wasn't back at the dorm within 45 minutes to call the police. She told her friend to meet her at her dormitory.

806. After she brought Nygard his orange juice, he offered to take her home.

807. Jane Doe No. 18 was scared and did not know where she was so she accepted Nygard's offer to take her home.

808. Nygard said to Jane Doe No. 18 "now I owe you, whatever you want you can have, a watch, or jewelry, whatever you want." She told Nygard that she did not want anything and she never wanted to see him again.

809. Nygard dropped her off and she flew home to New York the same day to see a doctor to check her for venereal disease and pregnancy.

810. Jane Doe No. 18 was terrified to return to Montreal.

811. Jane Doe No. 18 finished the summer semester in Montreal living in fear that Nygard would come after her and hurt and rape her again.

812. For months after the rape, Jane Doe No. 18 had nightmares and would see Nygard's face and she would be crying, "no, no, please, no."

813. Nygard's rape has haunted Jane Doe No. 18 for 42 years.

**19. Jane Doe No. 19**

814. Jane Doe No. 19 is a Canadian citizen who resides in Canada.

815. In approximately 2004-2005, Jane Doe No. 19 was sixteen years old.

816. Jane Doe No. 19 was dating an older man at the time.

817. The boyfriend invited Jane Doe No. 19 to a party in Toronto at the Nygard Companies' offices.

818. When Jane Doe No. 19 and her boyfriend arrived at the party it was just Nygard and a young Bahamian girl that looked underaged.

819. Nygard told Jane Doe No. 19 that she was beautiful and that she could be a model. He told her that he had a plane and could fly her anywhere.

820. Nygard offered Jane Doe No. 19 and the others a "tour" of the office building.

821. Nygard eventually led them into a room with a large bed in it.

822. Nygard poured Jane Doe No. 19 a drink. Shortly thereafter, she began to feel foggy because the drink was drugged.

823. Jane Doe No. 19 and the others were sitting on the bed when her boyfriend told Jane Doe No. 19 to show Nygard her vagina.

824. When she did not listen, her boyfriend and Nygard forcefully pulled off her underwear and opened her legs.

825. Jane Doe No. 19 tried to tell them “no.”

826. Despite her resistance, Nygard performed oral sex on Jane Doe No. 19 while the boyfriend performed oral sex on the young Bahamian girl.

827. Nygard then vaginally raped Jane Doe No. 19.

828. After Nygard was finished, Jane Doe No. 19 went to the bathroom and began vomiting. She does not recall getting home.

**20. Jane Doe No. 20**

829. Jane Doe No. 20 met Nygard in approximately 1995 when she was 20 years old.

830. Nygard’s assistant called Jane Doe No. 20 and told her that Nygard had seen a picture of her.

831. Nygard called her one day, told her she was beautiful, and invited her to Defendants’ Toronto office to discuss a modeling opportunity.

832. Jane Doe No. 20 went to Defendants’ Toronto office and met with Nygard. He told her she was beautiful, showed her various fabric samples, and discussed modeling jobs with her.

833. A few days later, Nygard called and informed her that he was going to the Bahamas and that his assistant would call her with a modeling job.

834. Jane Doe No. 20 was flown from Canada to the Bahamas by the Nygard Companies.

835. When she arrived at Nygard Cay, a worker told Jane Doe No. 20 that Nygard would help her with her luggage and show her to her room.

836. Nygard took her to some cabins where she stayed for the first night at Nygard Cay.

837. Jane Doe No. 20 stayed at Nygard Cay for approximately one to two weeks.



838. Nygard entered her room without permission on several occasions and forcibly raped, sodomized, and used an object to penetrate Jane Doe No. 20.

839. Nygard continued to promise Jane Doe No. 20 that they would discuss modeling opportunities with the Nygard Companies, but they never did.

840. Nygard instructed Jane Doe No. 20 to bring fabric samples with her to the Bahamas and would lure her up to his office under the guise of discussing modeling. He would then begin raping Jane Doe No. 20 in his office and his bedroom nearby.

841. He raped Jane Doe No. 20 repeatedly with his penis and an object during her stay at Nygard Cay.

842. Jane Doe No. 20 told a Nygard Companies' employee who was working for Nygard that she wanted to leave, and the employee said there was nothing she could do.

843. Jane Doe No. 20 asked Nygard to leave and he told her that she was not allowed to leave because a two-way plane ticket was already booked.

844. After approximately seven to ten days, Nygard allowed Jane Doe No. 20 to leave Nygard Cay.

## **21. Jane Doe No. 21**

845. Jane Doe No. 21 is a Canadian citizen who resides in Canada.

846. Jane Doe No. 21 met Nygard in 1988 while working as a volunteer model at a charity event in Toronto, Canada.

847. Nygard told Jane Doe No. 21 that she was beautiful and that he would like her to model for the Nygard Companies.

848. Jane Doe No. 21 indicated that she would be in California soon and Nygard invited her to stay at his Marina Del Rey home.

849. Jane Doe No. 21 thought that it would be a great career opportunity and she exchanged her contact information with Nygard.

850. Later that month, Jane Doe No. 21 traveled from Toronto to Los Angeles.

851. Jane Doe No. 21 was staying with friends who lived in Los Angeles.

852. Jane Doe No. 21 called Nygard as he had instructed her to do and he invited her to dinner, a party, and to stay at his Marina Del Rey home.

853. Jane Doe No. 21's friend dropped her off at Nygard's home.

854. Nygard's housekeeper answered the door, showed her to her room, and offered her a "tour."

855. Later that evening, Nygard took Jane Doe No. 21 to an opening of a clothing store and a late dinner at a restaurant.

856. The next day Nygard's housekeeper told Jane Doe No. 21 that Nygard wanted to see her.

857. The housekeeper took Jane Doe No. 21 upstairs to Nygard's bedroom.

858. Within minutes, Nygard attacked her, forced her onto his bed, and ripped off her pants.

859. Jane Doe No. 21 tried to resist, but Nygard overpowered her.

860. Nygard performed oral sex on her and then raped her.

861. After Nygard was finished, Jane Doe No. 21 immediately left the room and went to her room.

862. She took a shower and called her friend to come pick her up. Her friend indicated that she could pick her up the next day.

**22. Jane Doe No. 22**

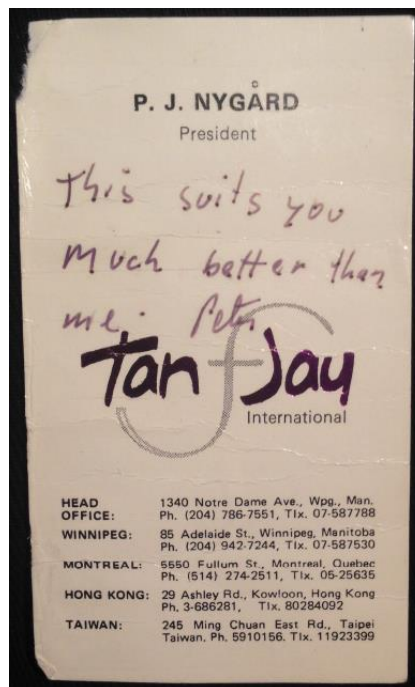
863. Jane Doe No. 22 is a United States and Canadian citizen who resides in Canada.

864. Jane Doe No. 22 met Nygard in 1977 when she was twenty-seven years old.

865. Jane Doe No. 22 was on an airplane flight from Montreal, Canada to Frankfurt, Germany on a business trip.

866. Nygard was on the same flight, riding in first-class.

867. Nygard approached Jane Doe No. 22 as she was seated in coach and handed her a rose that was given to first-class passengers, along with his business card. Jane Doe No. 22 smiled and thanked Nygard, who then returned to first-class.



868. Jane Doe No. 22 was working for a company in the textile industry and was traveling with her boss. Jane Doe No. 22's employer did business with the Nygard Companies.

869. Jane Doe No. 22 and her boss attended a textile trade show in Frankfurt. Jane Doe No. 22 ran into Nygard again at the trade show. Nygard and Jane Doe No. 22 exchanged a brief greeting and went their separate ways.

870. Taking a break from the trade fair, Jane Doe No. 22 stepped outside for some fresh air, and took a seat on a bench. Nygard soon after came out the same door and sat down at an adjacent bench to where Jane Doe No. 22 was seated.

871. Nygard and Jane Doe No. 22 began talking about business and other things. During the conversation, they realized they would both be in London at the end of the week and Nygard asked Jane Doe No. 22 to have dinner with him.

872. Nygard and Jane Doe No. 22 went to dinner in London.

873. After dinner, Nygard rode with Jane Doe No. 22 to her hotel and then walked her to her door. At the door, Nygard shoved her inside the hotel room and locked the door.

874. Jane Doe No. 22 asked Nygard to leave.

875. Nygard instead suddenly ripped Jane Doe No. 22's pantyhose down to immobilize her legs.

876. Nygard then dragged Jane Doe No. 22 to the bed, pinned Jane Doe No. 22's legs down with his knees, and forcibly performed oral sex on her, and then masturbated over her until he orgasmed.

877. During the act, Jane Doe No. 22 told Nygard to stop, however he ignored her plea.

878. When he was finished, Nygard acted as if nothing happened and fell asleep.

879. An hour or two later, Nygard awoke, forcefully pinned Jane Doe No. 22 down on her back, again forcibly performed oral sex on her, and then raped her.

880. Afterwards, he told Jane Doe No. 22 that he would call her and she told him she would never take his call.

**23. Jane Doe No. 23**

881. Jane Doe No. 23 is a Canadian citizen who resides in Canada.

882. In approximately 1990, Jane Doe No. 23 was a performer in the Bahamas.

883. Jane Doe No. 23 had lunch with Nygard once before.

884. After the event, Nygard offered to take Jane Doe No. 23 home.

885. On the way home Nygard drove past Jane Doe No. 23's apartment. She asked several times and for him to take her home, but Nygard kept driving.

886. Nygard took Jane Doe No. 23 to Nygard Cay.

887. When they entered the property, the gate was locked behind them.

888. Nygard ordered Jane Doe No. 23 to change out of her dress and change into a skimpy outfit. At first, she told him "no," but he insisted, so she complied.

889. Nygard took her outside to a gazebo and forced Jane Doe No. 23 to give him oral sex.

890. Nygard then took her inside to the bedroom. He shoved her on the bed and tried to penetrate her.

891. Jane Doe No. 23 attempted to resist while Nygard overpowered her.

892. She told him that it was rape.

893. Nygard got furious and rolled off of her. Jane Doe No. 23 cowered near the side of the bed and asked him to take her home. Nygard did not respond but he was clearly enraged and Jane Doe No. 23 was afraid he would hurt her.

894. About ten minutes later she timidly asked Nygard again to take her home. Nygard refused.

895. Finally, Nygard got up off the bed and was still furious. He motioned to Jane Doe No. 23 that he would take her home.

896. Jane Doe No. 23 was still wearing the skimpy outfit that Nygard made her put on. She quickly changed into her clothes and followed Nygard to his car. He drove her home.

897. During the drive, Nygard was still furious and drove extremely fast along the dark and windy road, despite Jane Doe No. 32's pleas for him to slow down. Jane Doe No. 32 was extremely frightened.

898. The next day Nygard called Jane Doe No. 23 and acted as if nothing happened.

#### **24. Jane Doe No. 24**

899. Jane Doe No. 24 is a United States citizen who resides in Tennessee.

900. In 1989, Jane Doe No. 24 was nineteen years old and recently began a new job as a flight attendant with a commercial airline.

901. Nygard was a passenger on Jane Doe No. 24's first flight, which was a flight from New York City to Los Angeles.

902. Jane Doe No. 24 talked with Nygard on the flight and they exchanged phone numbers.

903. Nygard contacted Jane Doe No. 24 and invited her to his Marina Del Rey home.

904. When Jane Doe No. 24 arrived, a girl greeted her and gave her a marketing packet for the Nygard Companies to read while she waited for Nygard to come downstairs.

905. Nygard came down and gave Jane Doe No. 24 a "tour" of the house.

906. The "tour" ended in Nygard's bedroom.

907. Nygard offered Jane Doe No. 24 some white wine and she accepted.

908. Nygard then became aggressive and porn came on the TV screens in the bedroom.

909. Nygard then raped Jane Doe No. 24.

910. Afterwards, Jane Doe No. 24 tried to leave. She made it outside, but could not get out of the compound because the gate was locked.

911. A car then pulled in through the gate and she ran out of the compound.

912. Nygard attempted to contact Jane Doe No. 24 afterwards and invite her to Nygard Cay.

913. She never saw Nygard again.

#### **25. Jane Doe No. 25**

914. Jane Doe No. 25 is a German citizen who resides in Germany.

915. In 1995, Jane Doe No. 25 was living in Los Angeles, California and was working as a model.

916. Jane Doe No. 25 met Nygard at a club in Hollywood. Nygard cornered her and began talking with her.

917. Nygard told Jane Doe No. 25 that he had his eye on her for a while and wanted her to model for the Nygard Companies.

918. Nygard asked Jane Doe No. 25 to go to lunch with him the next day and she agreed.

919. At lunch, Nygard invited Jane Doe No. 25 to come with him to Nygard Cay.

920. Jane Doe No. 25 told him she did not feel comfortable traveling with him alone. Nygard told her to invite some friends.

921. Jane Doe No. 25 invited two of her friends and they flew down to Nygard Cay with Nygard on a commercial flight, paid for by the Nygard Companies.

922. When they arrived at Nygard Cay, Nygard's personality began to change.

923. Nygard would not leave Jane Doe No. 25 and her friends alone and would not allow them to leave the compound.

924. Nygard also began making sexual advances toward Jane Doe No. 25.

925. Jane Doe No. 25 and her friends tried to leave the compound to go sightseeing one day and the Nygard Companies' employee who was working the gate, Pam Erickson, would not allow them to leave.

926. Jane Doe No. 25 and her friends began to feel very uncomfortable and like they were being held captive.

927. One night, Jane Doe No. 25 and her friends were able to escape the compound, but they did not have their clothes or passports with them so they had to return.

928. When Nygard found out that they had left the compound without his permission, he was furious.

929. Nygard screamed at Jane Doe No. 25 and her friends and sent them home the next day on a commercial flight paid for by the Nygard Companies.

930. Later that year, Jane Doe No. 25 attended a "pamper party" at Nygard's Marina Del Rey home.

931. She felt that because she went with friends and there were many other people there that she would be safe.

932. Towards the end of the night Jane Doe No. 25 was upstairs in a room with Nygard and some others.

933. The "pamper party" essentially turned into an orgy.

934. Jane Doe No. 25 tried to leave the room but could not get out.



935. Jane Doe No. 25 was given a drink while upstairs and suddenly began to feel very fuzzy.

936. Nygard forced Jane Doe No. 25 down on the bed and sodomized her.

937. Each time he thrust, she vomited. Afterwards, Nygard allowed Jane Doe No. 25 to leave.

938. Jane Doe No. 25 did not tell anyone what happened to her because Nygard was very influential in Los Angeles at the time and she was worried that he would ruin her modeling career if she came forward.

## **26. Jane Doe No. 26**

939. Jane Doe No. 26 is a Canadian citizen who resides in Canada.

940. In approximately 1991, Jane Doe No. 26 was working as model.

941. Jane Doe No. 26 met Nygard through a mutual friend who told her that Nygard was looking for models.

942. Nygard came to Jane Doe No. 26's apartment and approved her for modeling work with the Nygard Companies.

943. Nygard offered Jane Doe No. 26 a high paying job as a model for the Nygard Companies.

944. Nygard told Jane Doe No. 26 that he wanted her to travel with him to the Bahamas for a modeling photo shoot.

945. Jane Doe No. 26 flew to Nassau, the Bahamas with Nygard from Toronto on a commercial flight, paid for by the Nygard Companies.

946. Nygard's personality began to change after they arrived at Nygard Cay. He became controlling and abusive to Jane Doe No. 26 and the staff.

947. Jane Doe No. 26 was given her own room, but was not allowed to leave the compound without Nygard's permission.

948. By this time, Jane Doe No. 26 was terrified of Nygard and did whatever he told her to do.

949. Nygard violently raped Jane Doe No. 26 on multiple occasions during her stay at Nygard Cay.

950. Jane Doe No. 26 was eventually driven to the airport by an employee of the Nygard Companies, Pam Erickson, and flew home.



## 27. Jane Doe No. 27

951. Jane Doe No. 27 is Canadian citizen who resides in Canada.

952. In approximately 1980, Jane Doe No. 27 was working as a model for a modeling agency.

953. The modeling agency selected Jane Doe No. 27 to go to Los Angeles for a beauty pageant.

954. Jane Doe No. 27 was seeking a sponsorship to help pay for the trip.

955. Jane Doe No. 27's mother drove her to Defendants' Winnipeg office to meet with Nygard for the purpose of asking for a sponsorship.

956. Jane Doe No. 27 met with Nygard in his office while her mother waited outside.

957. Jane Doe No. 27 handed Nygard her modeling portfolio and Nygard indicated that he thought she was beautiful. While looking at the portfolio, he said "nice eyes, nice lips."

958. Nygard asked Jane Doe No. 27 to travel the world with him. She declined.

959. Nygard got up and walked over to her, grabbed her left breast, and said "cute you must be a size 5." Jane Doe No. 27 was shocked and told Nygard that her mother was outside waiting for her.

960. Jane Doe No. 27 ran outside, but no one was in the office building anymore.

961. Both the back and front doors of the building were locked.

962. Jane Doe No. 27 began to panic, but eventually found a janitor who had keys to let her out of the building.

963. Jane Doe No. 27's mother drove her home. Jane Doe No. 27 told her mother what happened but did not tell anyone else because she did not think anyone would believe her because of Nygard's influence in Winnipeg.

## **28. Jane Doe No. 28**

964. Jane Doe No. 28 is a United States citizen.

965. In approximately 2010, Jane Doe No. 28 was working as a model in California.

966. Nygard saw a picture of Jane Doe No. 28 and the Nygard Companies flew her to Toronto to discuss a modeling job.

967. Upon arrival, Jane Doe No. 28 took a taxi to Nygard's home in Toronto.

968. When she arrived, Nygard was not there and some other girls showed her to her room. Many of the girls looked very young to Jane Doe No. 28.

969. On her second day at Nygard's home, Jane Doe No. 28 wanted to explore Toronto, but Nygard's security guards would not let her leave the premises.

970. Jane Doe No. 28 began to realize that the girls that were staying at Nygard's home seemed scared.

971. Employees of the Nygard Companies were collecting the girls' passports so they could not leave the premises.

972. Jane Doe No. 28 pretended that she could not find her passport when they requested it.

973. Jane Doe No. 28 was forced to go out at night with Nygard.

974. Nygard took Jane Doe No. 28 to a "swingers club" in Toronto.

975. On the second day at the house, Jane Doe No. 28 was in the bathroom at Nygard's house when Nygard noticed her.

976. Nygard followed into her bedroom and forced himself on Jane Doe No. 28. She tried to push him away and he forcefully sodomized her, which was very painful.

977. Afterwards, Nygard acted as if nothing had happened.

978. A few days later, Jane Doe No. 28 was flown to New York City with Nygard and all the other girls at the house. Jane Doe No. 28 was able to escape the once she got to New York.

**29. Jane Doe No. 29**

979. Jane Doe No. 29 is a United States citizen.

980. In approximately 1997, Jane Doe No. 29 was in the Bahamas modeling for a calendar with a large group of models and her modeling sponsor.

981. One night, Jane Doe No. 29 was at a casino with the other models and her sponsor.

982. Jane Doe No. 29 met Nygard at the casino.

983. Jane Doe No. 29's sponsor told her that Nygard was an influential fashion designer.

984. Nygard invited Jane Doe No. 29 to come to Nygard Cay to discuss modeling for the Nygard Companies.

985. Jane Doe No. 29 agreed and went to Nygard Cay.

986. A Nygard Companies' driver picked Jane Doe No. 29 up and drove her to Nygard Cay.

987. When Jane Doe No. 29 arrived, Nygard was not there so she waited in a waiting area.

988. A Nygard Companies' employee took Jane Doe No. 29 to a bungalow to get a massage. Jane Doe No. 29 had never had a massage before.

989. Afterwards, Nygard came down and they had a brief conversation about modeling for the Nygard Companies.

990. Nygard told Jane Doe No. 29 that he wanted her to model for Defendants' fashion line and that he wanted to use her body to design new clothes.

991. Nygard's driver took Jane Doe No. 29 back to her hotel and she later flew home to the United States.

992. Approximately two months later, Nygard called Jane Doe No. 29 and told her he had some modeling work for her to do for the Nygard Companies.

993. Jane Doe No. 29 booked travel arrangements through the Nygard Companies and a driver picked her up at the airport.

994. The driver took Jane Doe 29 to Nygard Cay and put her bags in Nygard's bedroom.

995. Jane Doe No. 29 went to dinner with Nygard and others that night.

996. After dinner, she went to Nygard's room to get her things. She told Nygard that she did not want to stay in his room.

997. Nygard became offended and aggressive and started making sexual advances. Nygard raped Jane Doe No. 29.

998. The next morning, she moved her things to another room at Nygard Cay.

999. Jane Doe No. 29 stayed at Nygard Cay for approximately one week. During that time period, Nygard entered Jane Doe No. 29's room without permission on numerous occasions and raped her.

1000. Jane Doe No. 29 eventually went home.

1001. A month later, Nygard called Jane Doe No. 29 and apologized. He convinced her to travel to his Marina Del Rey property for a modeling job. The Nygard Companies paid for Jane Doe No. 29 to fly to California.

1002. Nygard raped Jane Doe No. 29 while at his Marina Del Rey residence and forced Jane Doe No. 29 to have sex with him and other women.

1003. Jane Doe No. 29 confronted Nygard and told her that she wanted to leave, but she had no money.

1004. Nygard left \$700 in U.S. currency for her in the door and she left.

1005. Approximately one month later, Nygard called Jane Doe No. 29 and asked for her to come to Nygard Cay. He told her that he had a famous photographer working there and he would be doing photo shoots. He told her that she would get paid for the photo shoot and other girls would be there with her, which made her feel safer.

1006. When Jane Doe No. 29 arrived at Nygard Cay, there was a photographer there, but there was no photo shoot for the Nygard Companies.

1007. Jane Doe No. 29 spoke to one of the other girls there and discovered that Nygard made the same false promises to her.

1008. During her stay there, Nygard once again raped Jane Doe No. 29 on multiple occasions and also forced her to engage in sexual activity with other girls.

### **30. Jane Doe No. 30**

1009. Jane Doe No. 30 is a British citizen who resides in the United Kingdom.

1010. In approximately 2000, Jane Doe No. 30 was living in Los Angeles and working as a manager for models and actors.

1011. Jane Doe No. 30 met Nygard through a client who was a model.

1012. Nygard invited Jane Doe No. 30 to “pamper parties” at his Marina Del Rey home.

1013. Jane Doe No. 30 had attended several “pamper parties.”

1014. During one of the “pamper parties,” Jane Doe No. 30 drank some champagne and began to feel very strange.

1015. Jane Doe No. 30 was upstairs with others near the hot tub.

1016. There was a massage room set up nearby and Jane Doe No. 30 got a massage.

1017. After the massage, she went to change into her clothes in a bedroom that was used as a changing room. The bedroom also had a bathroom.

1018. When Jane Doe No. 30 came out of the bathroom, the bedroom door had been slid shut.

1019. Nygard was standing in the room. He pulled-down his pants, began lubricating himself, and had an erection.

1020. He pushed Jane Doe No. 30 onto the bed on all fours and attempted to sodomize her and briefly penetrated her.

**31. Jane Doe No. 31**

1021. Jane Doe No. 31 is a United States citizen.

1022. Jane Doe No. 31's daughter was friends with one of Nygard's children.

1023. In 1998, Nygard called Jane Doe No. 31 and invited her and her children to come stay at Nygard Cay in exchange for a favor she had done for Nygard's child.

1024. Nygard also knew that Jane Doe No. 31 was an artist. He told Jane Doe No. 31 that he wanted to discuss potential art and design opportunities with her for the Nygard Companies at Nygard Cay.

1025. While at Nygard Cay, Nygard invited Jane Doe No. 31 to his room under the guise of discussing artwork and design since Jane Doe No. 31 is an artist. He told Jane Doe No. 31 that he wanted her to discuss some of the artwork and décor around the Nygard Cay property and get her opinion about potential artistic changes.

1026. When she entered his room, Nygard was already seated on the bed and motioned her to sit next to him, which she did.

1027. They began discussing art for a few, brief minutes.



1028. Nygard suddenly grabbed Jane Doe No. 31's hand and began to lead her to his bathroom. Jane Doe No. 31 went with him, believing he was going to show her a piece of art and get her opinion.

1029. Instead, Nygard forced Jane Doe No. 31 to her knees.

1030. Nygard then grabbed her head in his hands and began moving her head back and forth to force her to give him oral sex. The force and thrust were great enough that Jane Doe No. 31 was choking and struggling to get air.

1031. Jane Doe No. 31 was afraid he could snap her neck and was attempting to pry his hands loose.

1032. Nygard also urinated in Jane Doe No. 31's mouth.

1033. Afterwards, Jane Doe No. 31 left the room.

1034. There were two News Years Eve events that Jane Doe No. 31 was required to go to since she was staying at Nygard Cay.

1035. Jane Doe No. 31 was also required to attend dinner every single night. Nygard's guests were only able to eat dinner if they joined him at the table and she had to be in his presence in order to eat.

1036. While at Nygard Cay, Jane Doe No. 31 saw multiple girls that appeared very young.

### **32. Jane Doe No. 32**

1037. Jane Doe No. 32 is a Canadian citizen.

1038. In 2009, Jane Doe No. 32 was brought to Nygard Cay to a model in a bikini photo shoot.

1039. Jane Doe No. 32 stayed at Nygard Cay for three or four nights.

1040. During her stay, Nygard invited Jane Doe No. 32 for dinner in a private area and then invited her and other guests for dancing and drinks.

1041. Jane Doe No. 32 also met some of Nygard's "girlfriends" who were living at Nygard Cay.

1042. Nygard's "girlfriends" were very friendly and invited Jane Doe No. 32 for drinks in a cabana hut.

1043. Jane Doe No. 32 was provided cocaine and pressured to take it by Nygard's "girlfriends." She was also served two alcoholic beverages.

1044. Nygard's "girlfriends" told Jane Doe No. 32 that they were all paid by Nygard for sex and in exchange, he provided them with a glamorous lifestyle.

1045. Nygard then entered the room with other men who were his bodyguards.

1046. Nygard began to touch Jane Doe No. 32's legs and vaginal area and offered her money, a glamorous lifestyle, and housing to be his "girlfriend."

1047. She looked at the other girls and they looked scared and worried.

1048. Jane Doe No. 32 turned Nygard down. Nygard appeared frustrated and annoyed.

1049. Nygard then left with bodyguards while Jane Doe No. 32 went to use the bathroom.

1050. When she returned, the "girlfriends" gave her another drink.

1051. Nygard's "girlfriends" spiked one of Jane Doe No. 32's drinks with drugs.

1052. Jane Doe No. 32 blacked out shortly thereafter, even though she did not over-drink and did cocaine, a stimulant.

1053. Nygard raped, sexually assaulted, or sexually battered Jane Doe No. 32.

1054. Jane Doe No. 32 woke-up in the early morning and recalls walking back to her own hut, even though she was having trouble moving her legs.

1055. Jane Doe No. 32 left Nygard Cay pursuant to her previously booked plane ticket.

**33. Jane Doe No. 33**

1056. Jane Doe No. 33 is a United States citizen.

1057. In 2009, Jane Doe No. 33 was twenty-three years old and was working as a model.

1058. Jane Doe No. 33 was invited to Nygard Cay to audition for a modeling job with the Nygard Companies after Nygard had seen pictures of her.

1059. The Nygard Companies flew Jane Doe No. 33 to Nygard Cay.

1060. While at Nygard Cay, Nygard coerced Jane Doe No. 33 to have sex with him in exchange for false promises of a modeling contract.

1061. Nygard told her that if she did not have sex with him, she would not receive a modeling contract.

1062. Nygard also attempted to coerce Jane Doe No. 33 to “recruit” others for Nygard to have sex with.

**34. Jane Doe No. 34**

1063. Jane Doe No. 34 is a United States Citizen.

1064. In approximately 2009, Jane Doe No. 34 was working as a model.

1065. Jane Doe No. 34’s manager took her to Nygard Cay for a photo shoot.

1066. Jane Doe No. 34 stayed at Nygard Cay for one week.

1067. Jane Doe No. 34 met Nygard while staying at Nygard Cay. Nygard bragged about his “girlfriends” and their glamorous lifestyles and made sexually suggestive comments to Jane Doe No. 34.

1068. Jane Doe No. 34 had a bad feeling and asked her male friend to sleep in her room that night for safety.

1069. In the middle of the night, Nygard entered her room. He became visibly flustered when he saw the other man in the room and stated an excuse about looking for something before abruptly leaving.

1070. One year later, in approximately 2009, Jane Doe No. 34's manager forced her to return to Nygard Cay. She went with her boyfriend for a party.

1071. While at Nygard Cay, Jane Doe No. 34 went to the bathroom. She did not know that Nygard was already in the bathroom.

1072. As Jane Doe No. 34 entered the bathroom, Nygard quickly shut and locked the door.

1073. Jane Doe No. 34's boyfriend saw that Nygard was in the bathroom and began pounding on the door.

1074. Jane Doe No. 34 was urinating in the bathroom.

1075. Nygard stuck his hand in Jane Doe No. 34's urine stream while she urinated.

### **35. Jane Doe No. 35**

1076. Jane Doe No. 35 is a Canadian citizen who resides in Canada.

1077. In 1986, Jane Doe No. 35 was working as a model for the Nygard Companies. She modeled the Nygard Companies' winter clothing line at the Hyatt Regency Hotel in Vancouver, Canada.

1078. After the show, Nygard invited Jane Doe No. 35 to come to an "after-show party" for champagne and strawberries in the penthouse of the Hyatt Regency Hotel.

1079. When Jane Doe No. 35 arrived at the hotel room, however, there was no party and Nygard was the only one there. Jane Doe No. 35 quickly left the room.

1080. In 1987, approximately five months later, Nygard called Jane Doe No. 35 and offered her a paid trip to the Bahamas for snorkeling, swimming, dinners, and other amenities.

1081. Jane Doe No. 35 asked Nygard where she would be staying. Nygard told her that she would stay at the guest house. Jane Doe No. 35 decided to go because she believed she would be staying at a guest house.

1082. Jane Doe No. 35 was picked-up at the airport by a male employee of Defendants who lived in an anchored boat off coast of Lyford Cay. The man offered her alcohol throughout the day, including on the way from the airport.

1083. When she arrived, she noticed that there was no guest house located at Lyford Cay, but there was one several miles away.

1084. When Jane Doe No. 35 asked if she could stay at the guest house several miles away, Nygard told her that she could not because his parents were staying there. Jane Doe No. 35 reminded Nygard that they established over the phone that she would be staying at the guest house.

1085. The first day, Jane Doe No. 35 was left to herself while Nygard oversaw construction at Nygard Cay.

1086. After sunset, Nygard stripped down in a lit area and showered outside naked for anyone outside to see.

1087. Later that night, Jane Doe No. 35 was pretending to sleep on a couch in the living room so Nygard would leave her alone. Nygard told her she could not sleep there.

1088. Nygard forced Jane Doe No. 35 to his bedroom. He began making sexual demands, forced Jane Doe No. 35 to perform oral sex on him, and then raped her.

1089. Jane Doe No. 35 pleaded with Nygard to leave her alone.

1090. He told Jane Doe No. 35 that she owed him for paying to fly her down to the Bahamas and that she had to have sex with him.

1091. The next day, Jane Doe No. 35 ate lunch with Nygard and others.

1092. Nygard told Jane Doe No. 35 that he regularly played tennis with the chief of police. Nygard also told her that he paid a lot of money to the Bahamian police and was trying to get the name of Lyford Cay changed to Nygard Point. Jane Doe No. 35 did not tell anyone what happened because she was afraid.

1093. Later that night, Jane Doe No. 35's bag was loaded into a Nygard Companies' Jeep and she was told by the same employee who picked her up from the airport that she was permitted to leave now. He told her that he had orders to take her somewhere.

1094. Jane Doe No. 35 was not told where they were going.

1095. The employee dropped Jane Doe No. 35 off in the middle of nowhere. She walked until she found a bus stop.

1096. Jane Doe No. 35 waited on the side of the road in the dark for hours until a bus finally arrived.

1097. She took the bus to a Catholic Church in Nassau. The priest charged her \$40 to let her sleep there for the night.

1098. The next day Jane Doe No. 35 found a hostel to stay at for the remaining seven days of the initial booking and flew home as originally scheduled.

### **36. Jane Doe No. 36**

1099. Jane Doe No. 36 is a Canadian citizen who resides in Canada.

1100. In approximately 1988 or 1989, when she was twenty-eight years old, Jane Doe No. 36 met Nygard at the airport in the Bahamas while she was waiting for a flight to Toronto, Canada. Nygard was on the same flight.

1101. Jane Doe No. 36 was traveling with a male friend of hers.

1102. Nygard's assistant approached Jane Doe No. 36 and invited her to sit in first-class. Jane Doe No. 36 declined. After the plane landed, Nygard approached Jane Doe No. 36 and insisted on having the Nygard Companies' driver drive her home.

1103. Nygard attempted to impress Jane Doe No. 36 and told her that he owned the Nygard Companies and was an influential fashion designer. He also told her that he was friends with the Canadian Prime Minister and was the father of the Free Trade Agreement.

1104. Nygard insisted that the driver take Jane Doe No. 36 past the Nygard Companies' Toronto office building so that Jane Doe No. 36 could see it.

1105. A few weeks later, Nygard invited Jane Doe No. 36 to dinner. At dinner, Nygard continued to boast about his wealth and influence in the fashion industry.

1106. Several months later, Nygard called Jane Doe No. 36 and invited her to a concert.

1107. After the show, the Nygard Companies' driver was driving Jane Doe No. 36 and Nygard home when Nygard invited Jane Doe No. 36 for a drink.

1108. Nygard took Jane Doe No. 36 to the Nygard Companies office building in Toronto. He brought Jane Doe No. 36 to a hidden living space in the Nygard Companies' office.

1109. In order to enter and exit the room, there was keypad with a code.

1110. Nygard entered the key code and closed the door. There were no door handles or knobs in the room and the only way out was by entering the key code.

1111. Nygard asked Jane Doe No. 36 to make him a sandwich. As she was doing so, Nygard approached her.

1112. Nygard called Jane Doe No. 36 a “tease,” ripped her clothes off, and forcefully raped her.

1113. When he was finished, Nygard threw a \$100 bill at Jane Doe No. 36. Jane Doe No. 36 told him she did not want his money and pleaded with him to let her out of the room.

1114. Nygard let Jane Doe No. 36 out and she walked through the Nygard Companies’ office building to leave.

1115. At the exit, there was a Nygard Companies’ security guard who let Jane Doe No. 36 out.

1116. As she was leaving, Jane Doe No. 36 told the security guard that Nygard raped her. The security guard did nothing.

1117. Jane Doe No. 36 was in such a hurry to leave the Nygard Companies’ office that she left her jacket there.

1118. Jane Doe No. 36 called the Nygard Companies’ office and told a secretary that she left her jacket.

1119. A secretary of the Nygard Companies met Jane Doe No. 36 and delivered her jacket to her.

1120. Jane Doe No. 36 told the secretary that Nygard raped her. The secretary reacted as if she was not surprised.

1121. Jane Doe No. 36 eventually reported the rape to Toronto police.

1122. Nygard discovered that someone reported him to Toronto police for rape.



1123. Jane Doe No. 36 learned that Nygard's head of security flew from Los Angeles to Toronto to find out who reported Nygard.

1124. Jane Doe No. 36 became scared and intimidated and decided not to press charges.

**37. Jane Doe No. 37**

1125. Jane Doe No. 37 is a Canadian citizen who resides in Los Angeles, California.

1126. Jane Doe No. 37 is from Winnipeg, Canada where Nygard lived at the time.

1127. Jane Doe No. 37's father was in the fur business and sold Nygard furs, which he used for the Nygard Companies.

1128. In approximately 1977, when Jane Doe No. 37 was approximately fourteen or fifteen years old, she worked in her father's store and frequently saw Nygard there.

1129. One day Jane Doe No. 37 was at a restaurant in Winnipeg.

1130. She was waiting line to use the bathroom.

1131. She noticed Nygard behind her in line.

1132. When Jane Doe No. 37 went to enter the bathroom, Nygard pushed her in and closed the door.

1133. Nygard raped Jane Doe No. 37 in the bathroom. Jane Doe No. 37 was a virgin at the time.

1134. Jane Doe No. 37 did not tell anyone because she was afraid, ashamed, and embarrassed.

1135. Approximately a few years later, Jane Doe No. 37 was living in London and she encountered Nygard at a night club.

1136. Nygard sent Jane Doe No. 37 a drink from across the bar.

1137. Unknown to Jane Doe No. 37, Nygard spiked the drink with drugs.

1138. Jane Doe No. 37 accepted the drink, but kept her distance because she was afraid of Nygard.

1139. Jane Doe No. 37 blacked out and woke up in a hotel room with Nygard and another man.

1140. Nygard threatened Jane Doe No. 37. He pointed his finger at her and told her “you better not tell anyone or else. . . .”

1141. Jane Doe No. 37 never saw Nygard again.

**38. Jane Doe No. 38**

1142. Jane Doe No. 38 is a United States citizen who resides in Los Angeles, California.

1143. In approximately 1994, Jane Doe No. 38 met Nygard at a party in Los Angeles.

1144. Nygard told Jane Doe No. 38 that she was beautiful and that she should model for the Nygard Companies.

1145. Jane Doe No. 38 was interested in modeling and exchanged information with Nygard.

1146. Nygard sent a Nygard Companies’ limo to pick Jane Doe No. 38 up from her mother’s house.

1147. The limo took Jane Doe No. 38 to Nygard Marina Del Rey property.

1148. During the limo ride, videos of Nygard and the Nygard Companies accomplishments in the fashion industry were playing on television screens.

1149. After Jane Doe No. 38 arrived at the Marina Del Rey property, Nygard invited her to go to dinner.

1150. After dinner, Nygard took Jane Doe No. 38 to a night club.

1151. Nygard spiked Jane Doe No. 38’s drink with drugs.

1152. During the car ride back to the Marina Del Rey property, Nygard put his hand between Jane Doe No. 38's legs.

1153. Jane Doe No. 38 blacked out shortly thereafter.

1154. She awoke in a bed at the Marina Del Rey property to Nygard raping her. She felt very "heavy" and could not resist.

1155. The next morning Jane Doe No. 38 was still feeling very "out of it."

1156. Nygard gave Jane Doe No. 38 \$300 in U.S. currency and told her that he wanted her to stay for a party that he was having that night because he wanted her to meet his modeling contacts.

1157. Jane Doe No. 38 wanted to leave, but could not get out of the house because all the doors were locked with keypads.

1158. Jane Doe No. 38 became very scared and called her friend to come get her.

1159. Jane Doe No. 38 was worried that her friend could not get into the party because she was not on the guest list.

1160. Jane Doe No. 38's friend arrived at the Marina Del Rey property and told the Nygard Companies' security employees at the gate that she was invited to the party by Jane Doe No. 38.

1161. The security employees let Jane Doe No. 38 into the residence.

1162. When Jane Doe No. 38's friend arrived, there were several scantily clad females and a man without a shirt on standing in the room.

1163. Jane Doe No. 38's friend grabbed Jane Doe No. 38, who was still feeling the effects of the drugs Nygard had given her, and attempted to leave.

1164. They could not get out of the door because they did not have the key code to unlock it.

1165. Jane Doe No. 38's friend demanded the key code from the guests that were in the room.

1166. The man told her that Nygard was the only one with the key code.

1167. Jane Doe No. 38's friend threatened to call the police if they did not let them leave.

1168. The man went into another room and when he came back, he told Jane Doe No. 38's friend that Nygard was busy.

1169. Jane Doe No. 38's friend walked into the room that the man had went to.

1170. She saw a large bed with approximately six people naked in it. Nygard was on top of someone having sex.

1171. Jane Doe No. 38's friend left the room and they waited for Nygard to come out of the room.

1172. When Nygard came out, Jane Doe No. 38's friend threatened to call the police if Nygard did not enter the key code and let them leave.

1173. Nygard entered the key code and told Jane Doe No. 38 and her friend to leave with disgust.

### **39. Jane Doe No. 39**

1174. Jane Doe No. 39 is a United States citizen who resides in New York.

1175. In approximately 2010-2011, Jane Doe No. 39 was walking down the street in New York City when a woman approached her and told her about a modeling job for the Nygard Companies' store.

1176. Jane Doe No. 39 took the job and worked as a model at the Nygard Companies' store for two to three weeks.

1177. The same woman called Jane Doe No. 39 and told her that Nygard wanted to meet her.

1178. The woman offered to have a car pick Jane Doe No. 39 up and drive her to Nygard. Jane Doe No. 39 accepted.

1179. The driver of the car offered Jane Doe No. 39 drinks on the way to meet Nygard.

1180. Jane Doe No. 39 was taken to the Nygard Companies' corporate headquarters.

1181. Jane Doe No. 39 was taken to Nygard's office on the sixth floor of the corporate headquarters.

1182. Nygard invited Jane Doe No. 39 to go to dinner with him at the W Hotel. Jane Doe No. 39 accepted.

1183. Nygard took Jane Doe No. 39 up to two adjoining rooms at the W Hotel.

1184. One of the rooms was full of other girls and young woman. Jane Doe No. 39 had previously met one of the women who was in the room. The woman welcomed Jane Doe No. 39.

1185. Nygard arrived and told Jane Doe No. 39 to order some food to the room.

1186. Nygard led Jane Doe No. 39 into the other room.

1187. The woman that welcomed Jane Doe No. 39 said "have fun" as she closed the door.

1188. Nygard immediately got out a bottle of lubricant.

1189. Jane Doe No. 39 became very uncomfortable.

1190. Jane Doe No. 39 thought about trying to leave, but there were security guards outside the door.

1191. Nygard raped Jane Doe No. 39 by digitally penetrating her vagina.

1192. Jane Doe No. 39 was fearful where this was headed. She went to the bathroom and then used the opportunity to run for the door and escape.

1193. A security guard was outside the door, but he was not able to stop her from fleeing.

**40. Jane Doe No. 40**

1194. Jane Doe No. 40 is a Canadian citizen who resides in Canada.

1195. Jane Doe No. 40 was hired by the Nygard Companies to be a personal assistant to Nygard.

1196. Throughout the years, Jane Doe No. 40 traveled to Defendants' Nygard Cay and Marina Del Rey properties on numerous occasions.

1197. In approximately 2001, Nygard requested that Jane Doe No. 40 travel to Nygard Cay to assist him.

1198. The Nygard Companies paid for Jane Doe No. 40 to travel to Nygard Cay.

1199. During one evening, Jane Doe No. 40 joined Nygard and some other guests for drinks.

1200. Nygard spiked Jane Doe No. 40's drink with drugs.

1201. Jane Doe No. 40 began to feel ill, so she went to sleep in her room.

1202. Jane Doe No. 40 woke-up in the morning and her anus was sore.

1203. Jane Doe No. 40 had knowledge that Nygard had used drugs to sexually assault women.

1204. Jane Doe No. 40 confronted Nygard the next morning about why her anus was sore.

1205. Nygard grabbed Jane Doe No. 40's arm tightly and told her that if she told anyone that she would "go in the water."

1206. Jane Doe No. 40 understood this as a threat that Nygard would have her killed.

1207. Jane Doe No. 40 got in a taxi as soon as she could and left all her belongings at Nygard Cay.

1208. Jane Doe No. 40 never returned to Nygard Cay.

**41. Jane Doe No. 41**

1209. Jane Doe No. 41 is a Bahamian citizen who currently resides in the United States.

1210. Between 2004 and 2006, Jane Doe No. 41 was approximately eighteen years old, living in the Bahamas, and was invited by a friend to a “pamper party” at Nygard Cay.

1211. Upon arrival at Nygard Cay, Jane Doe No. 41 was registered at the ComCor office where Nygard Companies’ employees took down her contact information and photographed her.

1212. At some point during the “pamper party,” Nygard came outside to scope out all of the female party guests and select his target. Nygard noticed Jane Doe No. 41 and instructed one of the Nygard Companies paid “girlfriends” to bring Jane Doe No. 41 to him and introduce her.

1213. Nygard met Jane Doe No. 41 and invited her to play poker.

1214. Nygard made sexual comments to her, including, “I would like my face to be your toilet” and “I like your butt.”

1215. Jane Doe No. 41 began speaking to one of Nygard’s paid “girlfriends” who encouraged her to drink alcohol until she was somewhat “tipsy.” The drinks were served by Nygard Companies employees.

1216. Jane Doe No. 41 was invited on the Nygard Companies’ boat, the Lady Hilka.

1217. Shortly thereafter, Nygard came aboard the boat.

1218. The “girlfriend” informed Jane Doe No. 41 that Nygard wanted to have sex with her.

1219. Nygard then grabbed Jane Doe No. 41 and began undressing her without a word.

1220. Jane Doe No. 41 tried to push him away but felt incoherent and too intoxicated to stop Nygard's advances.

1221. Nygard then forced himself on top of Jane Doe No. 41 and raped her. She passed out.

1222. When she awoke, she found that the "girlfriend" was in the bed with her and that Nygard had left \$500 on the bedside table as "payment" for "a good time last night," according to the "girlfriend."

1223. The Nygard Companies' ComCor employee then arranged for a driver to take Jane Doe No. 41 home.

1224. In 2008 or 2009, Jane Doe No. 41 began working at a local club in the Bahamas.

1225. One evening, Nygard came in with several females. At least one of these females was one of his "girlfriends."

1226. It was apparent to Jane Doe No. 41 that Nygard did not remember raping her.

1227. As she was serving the group drinks, Nygard physically struck Jane Doe No. 41 on the butt and made the lewd comment of "nice toilet."

1228. After he left, one of his paid "girlfriends" came back into the club and "recruited" Jane Doe No. 41 by exchanging numbers and asking her to hang out.

1229. The "girlfriend" invited Jane Doe No. 41 to Nygard Cay for dinner and approved her to bring a friend if it would help her feel more comfortable.

1230. After attending the first dinner, Jane Doe No. 41 began attending dinners frequently as a "filler," which was an extra body at the table to make sure there were enough dinner guests.

1231. Approximately 2-4 years later, the same paid "girlfriend" got Jane Doe No. 41 a job in the kitchen at Nygard Cay because Jane Doe No. 41 desperately needed employment.



1232. Jane Doe No. 41 began working in the kitchen and eventually started getting additional roles and responsibilities around Nygard Cay, to include ComCor.

1233. When Nygard first saw Jane Doe No. 41 in the role of ComCor, he again commented on her “nice butt” and in the same conversation, referenced himself as being “a great boss” in relation to his position with Nygard Companies.

1234. After working there for some time, Jane Doe No. 41 was in Nygard’s room performing her duties when Nygard touched her body inappropriately and suggested that in order to get the overtime she had earned or the raise she was entitled to, she would have to engage in sexual activity with Nygard.

1235. Nygard threatened to terminate her employment or withhold her wages if she refused to have sex with him.

1236. Jane Doe No. 41, having no other employment options and being the sole breadwinner for her family, realized she had no other choice.

1237. She unwillingly and through coercion engaged in a commercial sex act with Nygard under the fear of losing her job and not being able to provide for her child.

1238. Nygard began raping Jane Doe No. 41 on a frequent basis while at Nygard Cay and forced her to defecate in his mouth.

1239. Knowing her financial need, Nygard also threatened Jane Doe No. 41 to force her to introduce other women to him. Nygard’s directive was, “the younger, the better.”

1240. In approximately 2014, Jane Doe No. 41 began traveling with Nygard.

1241. Jane Doe No. 41 flew with Nygard to New York City, Los Angeles, Ft. Lauderdale, and other U.S. cities.

1242. During these trips, Nygard confiscated her passport and withheld cash from her so that she could not flee or escape.

1243. While travelling within the United States, Nygard repeatedly raped Jane Doe No. 41 and forced her to defecate on him.

1244. While in New York City, Nygard raped Jane Doe No. 41 on more than one occasion.

1245. During one of the rapes in New York City, Nygard forcibly penetrated Jane Doe No. 41's anus with his finger to remove her stool and consume it.

1246. In New York City, Jane Doe No. 41 was coerced to engage in "orgies" and invite other women to participate with Nygard in the "orgies." Jane Doe No. 41 was often forced to have sex with multiple partners in a night so that Nygard was able to engage in sexual acts with their female partners.

1247. Nygard required Jane Doe No. 41 to attend the "swingers club" with Nygard in New York City and was driven to the club by the Nygard Companies' driver. Jane Doe No. 41 was supposed to bring the lube and was kicked out by Nygard when she forgot it. Jane Doe No. 41 had to stand in the freezing cold for hours waiting for Nygard.

1248. While they traveled, Nygard controlled what Jane Doe No. 41 ate, how much she exercised, what she wore, and what she did to serve him. He forced her to see plastic surgeons about liposuction and breast augmentation, although she managed to evade those procedures.

1249. Sometime between 2014 – 2015, Nygard raped Jane Doe No. 41 while they were staying at the W Hotel in Ft. Lauderdale, Florida. Nygard told her, "if you are here, you have to do this."

1250. Nygard sent Jane Doe No. 41 to retrieve cash out of his safe when he had important political contacts over for dinner, or when he needed to pay someone for a sexual act.

1251. Jane Doe No. 41 witnessed Nygard use this money, paid by the Nygard Companies, to bribe Bahamian public officials, politicians, or high-ranking police officers. On other occasions, Jane Doe No. 41 witnessed Nygard offer public officials, politicians, or high-ranking police officers one of his “girlfriends” in exchange for sexual gratification as payment.

1252. In 2015, Jane Doe No. 41 left Nygard’s employment after being suspended by Nygard.

1253. Fearing for her safety in the Bahamas due to Nygard’s threats, relationships with known hitmen, and bribes and relationships with politicians and law enforcement, she subsequently fled from the Bahamas.

#### **42. Jane Doe No. 42**

1254. Jane Doe No. 42 is a Canadian citizen who resides in Los Angeles, California.

1255. In approximately 1992, Jane Doe No. 42 was working as a model in Toronto.

1256. Jane Doe No. 42’s friend told her about a modeling opportunity in California and invited her to live at a “model house.”

1257. The “model house” was actually a run-down apartment across from Nygard’s Marina Del Rey home.

1258. There were approximately four to six young women living at the “model house.”

1259. Once per week Nygard gave Jane Doe No. 42 and the other women \$100 to accompany him to a night club and surround him while he was there.

1260. Jane Doe No. 42 and the other young women had to live off the \$100 per week that they received from Nygard.

1261. Jane Doe No. 42 lived at the “model house” for approximately two months.

1262. While she was there, neither Jane Doe No. 42 nor any of the other young women did any modeling jobs for the Nygard Companies, as they were promised.

1263. Jane Doe No. 42 got sick with meningitis while she was at the “model house” so she traveled home to Toronto.

1264. Jane Doe No. 42 believed that she had blown her modeling opportunity with the Nygard Companies.

1265. Nygard, however, eventually contacted Jane Doe No. 42 and told her that the Nygard Companies had a new clothing line coming out that he wanted her to model.

1266. Nygard invited Jane Doe No. 42 to the Nygard Companies’ office in Toronto.

1267. While at the office, Jane Doe No. 42 tried on some clothing items for Nygard.

1268. Afterwards, Nygard offered Jane Doe No. 42 a “tour” of the office and showroom.

1269. Jane Doe No. 42 believed that she was being hired as a model for the Nygard Companies’ new clothing line.

1270. At the end of the “tour,” Nygard led Jane Doe No. 42 into a dark room with a hidden door and immediately closed the door.

1271. Jane Doe No. 42 became very scared. She began frantically searching for a door handle to leave, but there was none.

1272. A short time later, some dim lighting came on. To Jane Doe No. 42’s horror, Nygard was standing in the room naked and there was a large bed in the middle of the room.

1273. Nygard pushed Jane Doe No. 42’s face down on the bed and sodomized her.

1274. After the rape, Nygard put on a robe and acted as if nothing had happened.

1275. Jane Doe No. 42 was extremely frightened and pleaded with Nygard to let her out of the room.

1276. Nygard opened up the door by punching in a key code and let her out.

1277. Jane Doe No. 42 ran out of the Nygard Companies' office as quickly as she could.

1278. Jane Doe No. 42 bled from her anus for the next several days after the rape.

1279. Jane Doe No. 42 did not report the rape because she was afraid.

1280. Nygard contacted Jane Doe No. 42 after the rape and invited her for dinner.

1281. Jane Doe No. 42 did not respond and never saw Nygard again.

**43. Jane Doe No. 43**

1282. Jane Doe No. 43 is a United States citizen who resides in the United States.

1283. Jane Doe No. 43 was working as a model.

1284. In approximately 2003, Jane Doe No. 43 came to Nygard's Marina Del Rey property to sign a contract for a modeling job with the Nygard Companies.

1285. Shortly after signing the contract, Jane Doe No. 43 used the bathroom.

1286. Nygard followed Jane Doe No. 43 into the bathroom and raped her.

1287. Jane Doe No. 43 continued to model for the Nygard Companies because she needed money.

1288. Nygard attempted to buy Jane Doe No. 43 a vehicle so that she would stay quiet about the rape.

1289. Defendants also regularly withheld payment from Jane Doe No. 43 as a means to control and manipulate her.

1290. As part of her modeling for the Nygard Companies, Jane Doe No. 43 frequently traveled with Nygard and his "girlfriends."

1291. Nygard attempted to force Jane Doe No. 43 to “recruit” young girls and woman for Nygard to have sex with, but Jane Doe No. 43 refused.

**44. Jane Doe No. 44**

1292. Jane Doe No. 44 is a Canadian citizen who resides in Canada.

1293. Jane Doe No. 44 was part of a child welfare program for indigent youth in Winnipeg.

1294. Jane Doe No. 44 frequented an area in Winnipeg where there were a lot of indigent young people.

1295. When Jane Doe No. 44 was approximately fourteen years old, she met Nygard when he approached her in an expensive luxury car.

1296. Nygard promised that he could fly Jane Doe No. 44 to California to attend glamorous modeling parties with drugs and alcohol.

1297. Nygard frequently picked Jane Doe No. 44 up and drove her to the Nygard Companies’ property in Winnipeg.

1298. Nygard asked Jane Doe No. 44 her age and she told him that she was fourteen.

1299. Nygard coerced Jane Doe No. 44 to perform oral sex on him in his car, while parked behind the Nygard Companies’ warehouse.

1300. Nygard would become very aggressive during Jane Doe No. 44’s sexual encounters with him.

1301. Nygard would pay Jane Doe No. 44 after each occasion in U.S. currency and would continue to promise her that he could take her to California.

1302. Nygard would then drop Jane Doe No. 44 off where he picked her up.

1303. Nygard frequently picked Jane Doe No. 44 up for sex over a two-year period.

**45. Jane Doe No. 45**

1304. Jane Doe No. 45 is a United States citizen that resides in the United States.

1305. In 2009, Jane Doe No. 45 was approached by a woman who claimed to be a talent agent.

1306. The woman told Jane Doe No. 45 that she could be a model and gave Jane Doe No. 45 her business card.

1307. About a week later, the woman called Jane Doe No. 45 and came to her home.

1308. She promised Jane Doe No. 45 that she could be a modeling star.

1309. She told Jane Doe No. 45 that she knew a multi-millionaire, fashion designer that was looking for models.

1310. The woman convinced Jane Doe No. 45 to move-in with her and told her she could introduce her to the fashion designer.

1311. Jane Doe No. 45 did not know that the woman was not actually a talent agent, but rather was a “madame” that sex trafficked women.

1312. Shortly after moving-in with the woman, the woman began to manipulate and coerce Jane Doe No. 45 with promises of a modeling career and threats of violence to her and her family if Jane Doe No. 45 did not do what she told her.

1313. Beginning in around 2010, the woman took Jane Doe No. 45 to several “pamper parties” to meet Nygard at his Marina Del Rey property, falsely promising that Nygard would provide Jane Doe No. 45 with a modeling contract for the Nygard Companies.

1314. Nygard paid the woman with funds from the Nygard Companies to engage in commercial sex acts with Jane Doe No. 45.

1315. Jane Doe No. 45 told Nygard that she did not want to have sex with him, but Nygard did not listen.

1316. Nygard falsely promised Jane Doe No. 45 that he would make her a model. When Jane Doe No. 45 attempted to resist, Nygard overpowered her and raped her.

1317. The woman continued to sex traffic Jane Doe No. 45 to Nygard on several other occasions at his Marina Del Rey property.

1318. On each occasion, Nygard paid the woman to bring Jane Doe No. 45 to him for commercial sex acts with funds from the Nygard Companies.

**46. Jane Doe No. 46**

1319. Jane Doe No. 46 is a United States citizen that resides in the United States.

1320. In approximately 2007, Jane Doe No. 46 was working as a runway model.

1321. Jane Doe No. 46 was introduced to Nygard through professional contacts in Hollywood Hills, California. Jane Doe No. 46 wanted to meet Nygard because she was interested in potential modeling opportunities.

1322. Nygard offered Jane Doe No. 46 a modeling opportunity in New York City.

1323. Towards the end of 2007, Nygard flew Jane Doe No. 46 and some others to New York City on Defendants' "N-Force" jet.

1324. Nygard booked Jane Doe No. 46 a room at the W Hotel in New York City through the Nygard Companies' corporate travel department.

1325. Nygard is a regular at the W Hotel in New York City and is well known there.

1326. Jane Doe No. 46 was given her own room in a suite.

1327. Jane Doe No. 46 was at the W Hotel for the first day and she he had not yet met with Nygard about the modeling opportunity he promised her.



1328. Jane Doe No. 46 went to sleep in her hotel room at the W Hotel.

1329. Nygard entered Jane Doe No. 46's hotel room without her permission while she was sleeping.

1330. Nygard sat on the bed and woke Jane Doe No. 46 up.

1331. He told her she was beautiful and that she should model for the Nygard Companies. He then began to touch her breast, buttocks, and vaginal area.

1332. Nygard then requested that Jane Doe No. 46 defecate in his mouth. Jane Doe No. 46 was shocked and refused.

1333. Nygard became enraged with Jane Doe No. 46's refusal and began screaming at her.

1334. Nygard then forced Jane Doe No. 46 to perform oral sex on him and forced oral sex upon her.

1335. Jane Doe No. 46 was terrified.

1336. After Nygard orgasmed, he again forced Jane Doe No. 46 to perform oral sex on him a second time before leaving.

**E. The Statute of Limitations Should Be Tolled for All Victims Because Nygard Uses Threats and Force to Prevent Victims from Pursuing Their Claims and Engaged in a Continuing Conspiracy and Cover-Up With the Nygard Companies.**

1337. Due to extraordinary circumstances and Defendants' conduct, which prevented, to the extent applicable, Plaintiffs and the other Class members from bringing their claims, the applicable statute of limitations is equitably tolled for all Plaintiffs and the other Class members' claims.

1338. 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).

1339. Plaintiffs, to the extent applicable here, pursued their rights diligently and were impeded because of a combination of force, threats of force, 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.

1340. To the extent that Nygard’s victims were unable to pursue their claims, they were legitimately and justifiably afraid that he would harm and/or retaliate against them if they pursued any claim against him.

1341. As discussed herein, Nygard uses his financial resources, political power, and influence in the Bahamas and elsewhere, and threats of force to intimidate his victims—including Jane Does 1-46 and the other Class members—and prevent them from coming forward.

1342. In fact, just recently, Nygard’s attorneys bribed high-level Bahamian police to determine the identities of victims who were reporting the rapes to officials. There is legitimate concern that Nygard has attempted or will attempt to do the same in the United States and Canada.

1343. Further, even after his victims leave his control, Nygard often continues to attempt to contact them, in an intimidating manner, intending to instill fear in his victims and remind them of his power and ability to hurt them.

1344. Due to his power and influence in the Bahamas and worldwide, Nygard’s victims reasonably believe that he can have them killed if they pursue their claims.

1345. It is widely believed that Nygard pays thugs and/or the Bahamian police to harass and threaten his victims by slashing their tires, committing arson, threatening to arrest them, and having them followed.

1346. Nygard's intimidation tactics are not limited to the Bahamas.

1347. Nygard is also believed to have tremendous influence with the Winnipeg police as well as City officials.

1348. Nygard also requires many of his victims and witnesses to his crimes to sign non-disclosure agreements. Nygard regularly uses Defendants' wealth to sue and/or threaten to sue his victims and/or witnesses if they come forward to report his crimes.

1349. Nygard threatens to humiliate and/or destroy his victims' reputations if they come forward to report his crimes.

1350. Nygard threatens to use Defendants' wealth and influence to destroy his victims' careers in the modeling industry if they come forward to report his crimes.

1351. Nygard's illegal conduct also constitutes a recurring pattern and practice of rape, sexual assault, and sex trafficking.

1352. 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.

1353. Under the continuing violation doctrine, the statute of limitations is tolled for all victims who have been subjected to his recurring, uniform pattern and practice of sex trafficking, which includes various Plaintiffs and other Class members.

1354. 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.

1355. 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.

1356. 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.

### **CLASS ACTION ALLEGATIONS**

1357. Plaintiffs Jane Does Nos. 1, 3, 4, 5, 6, 10, 11, 13, 19, 37 and 44 bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3) and 23(c)(4) on behalf of themselves and the following Class (the "Minor Victim Class"):

All women who met with Peter J. Nygard in person while they were under eighteen years of age: (a) to audition for or to discuss involvement in modeling for any of the Nygard Companies; or (b) in a meeting or event facilitated, hosted, or underwritten by the Nygard Companies.

1358. Plaintiffs Jane Does Nos. 7, 8, 9, 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38 39, 40, 41, 42, 43, 45, and 46 bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3) and 23(c)(4) on behalf of themselves and the following Class (the "Adult Victim Class"):

All women who met with Peter J. Nygard in person while they were eighteen years of age or over: (a) to audition for or to discuss involvement in modeling for any of the Nygard Companies; or (b) in a meeting or event facilitated, hosted, or underwritten by the Nygard Companies.

1359. Plaintiff Jane Doe No. 2 brings this action pursuant to Federal Rule of Civil Procedure 23(b)(3) and 23(c)(4) on behalf of herself and the following Subclass (the "Minor Victim Recruiter Subclass"):

All members of the Minor Victim Class who recruited other women: (a) to audition for or to discuss involvement in modeling for any of the Nygard Companies; or (b) to attend a meeting or event facilitated, hosted, or underwritten by the Nygard Companies.

1360. Plaintiffs Jane Does Nos. 8 and 12 bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3) and 23(c)(4) on behalf of herself and the following Subclass (the “Adult Victim Recruiter Subclass”):

All members of the Adult Victim Class who recruited other women: (a) to audition for or to discuss involvement in modeling for any of the Nygard Companies; or (b) to attend a meeting or event facilitated, hosted, or underwritten by the Nygard Companies.

1361. The Classes consist of thousands of women, making joinder impracticable, in satisfaction of Fed. R. Civ. P. 23(a)(1). The exact size of the Classes and the identities of the individual Class members are ascertainable through records maintained by the Defendants, including but not limited to the ComCor database.

1362. Plaintiffs’ claims are typical of the claims of the other Class and Subclass members that they respectively seek to represent. The claims of the Plaintiffs and the other Class members are based on the same legal theories and arise from the same unlawful pattern and practice of Defendants’ sexual harassment, sex trafficking, and sexual assault.

1363. There are many questions of law and fact common to the claims of Plaintiffs and the other Class members, and those questions predominate over any questions that may affect only individual Class members, within the meaning of Fed. R. Civ. P. 23(a)(2) and (b)(3). Class treatment of common issues under Fed. R. Civ. P. 23(c)(4) will materially advance the litigation.

1364. Common questions of fact and law affecting Class members include, but are not limited to, the following:

- a. Whether Nygard engaged in rape, sexual assault, sexual battery, and/or sex trafficking;

- b. Whether the Nygard Companies knew or should have known of Nygard's pattern of and propensity for rape, sexual assault, sexual battery, and/or sex trafficking;
- c. Whether the Nygard Companies facilitated and/or participated in Nygard's pattern and practice of rape, sexual assault, sexual battery, and/or sex trafficking;
- d. Whether Defendants engaged in conduct designed to suppress complaints or reports regarding Nygard's conduct;
- e. Whether Defendants violated the Trafficking Victims Protection Reauthorization Act, 18 U.S.C. § 1591(a)(1).
- f. Whether Defendants violated the Trafficking Victims Protection Reauthorization Act, 18 U.S.C. § 1591(a)(2).
- g. Whether Defendants conspired to commit violations of the Trafficking Victims Protection Reauthorization Act, in violation of 18 U.S.C. § 1594.
- h. Whether Defendants violated California Civil Code § 1708.5 and the common law of California by committing sexual battery.
- i. Whether the Nygard Companies aided and abetted the violation of California Civil Code § 1708.5 and the common law of California.
- j. Whether Defendants conspired to violate California Civil Code § 1708.5 and the common law of California.
- k. Whether Defendants violated Florida Statutes § 794.005, *et seq.* and the common law of Florida by committing sexual battery.

- l. Whether the Nygard Companies aided and abetted the violation of Florida Statutes § 794.005, *et seq.* and the common law of Florida.
- m. Whether Defendants conspired to violate Florida Statutes § 794.005, *et seq.* and the common law of Florida.
- n. Whether Defendants committed sexual assault and/or sexual battery under Canadian law.
- o. Whether the Nygard Companies aided and abetted the violation of Canadian law.
- p. Whether Defendants conspired to violate Canadian law.
- q. Whether Defendants committed sexual assault and/or sexual battery under U.K. law.
- r. Whether the Nygard Companies aided and abetted the violation of U.K. law.
- s. Whether Defendants conspired to violate U.K. law.

1365. Absent a class action, most of the Class members would find the cost of litigating their claims to be cost-prohibitive and will have no effective remedy. The class treatment of common questions of law and fact is also superior to multiple individual actions or piecemeal litigation, in that it conserves the resources of the courts and the litigants and promotes consistency and efficiency of adjudication.

1366. Plaintiffs will fairly and adequately represent and protect the interests of the other Class members they respectively seek to represent. Plaintiffs have retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the other Class members

and have the financial resources to do so. Neither Plaintiffs nor their counsel have any interests adverse to those of the other Class members.

**CLAIMS ALLEGED**

**COUNT I**

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

1367. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1368. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and on behalf of other Class and Subclass members they respectively seek to represent.

1369. 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.

1370. Defendants' conduct was in or affecting interstate or foreign commerce for purposes of the TVPRA.

1371. Defendants knowingly recruited, enticed, harbored, transported, provided, obtained, advertised, maintained, patronized, or solicited Jane Does Nos. 1, 2, 3, 4, 5, 6, 10, 11, 13, and 19, as well as other members of the Minor Victim Class, for the purpose of causing those persons to engage in a commercial sex act, and at the time, these individuals were minors under the age of eighteen, pursuant to 18 U.S.C. § 1591(a).

1372. Defendants knowingly recruited, enticed, harbored, transported, provided, obtained, advertised, maintained, patronized, or solicited Jane Does Nos. 7, 8, 9, 12, 14, 28, 32, 33, 34, 39, 41, 43, 45, and 46 as well as other members of the Adult Victim Class, for the purpose



of causing those persons to engage in a commercial sex act, through the use of force, fraud, and/or coercion, pursuant to 18 U.S.C. § 1591(a).

1373. Jane Does Nos. 1, 2, 3, 4, 5, 6, 10, 11, 13, and 19, as well as other members of the Minor Victim Class, did engage in commercial sex acts with Nygard, and, at the time, were under the age of eighteen years old.

1374. Jane Does Nos. 7, 8, 9, 12, 14, 28, 32, 33, 34, 39, 41, 43, 45, and 46 as well as other members of the Adult Victim Class, engaged in commercial sex acts with Nygard or others at Nygard's direction, due to Nygard's use of force, fraud and/or coercion.

1375. Defendants provided or promised Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 as well as other Class members, something of value in exchange for each sexual act.

1376. Defendants' conduct has caused Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and the other Class members 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 VICTIM PROTECTION ACT, 18 U.S.C. §§ 1591(a)**

1377. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1378. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and on behalf of other Class and Subclass members they respectively seek to represent.

1379. Defendants participated in a venture together, in violation of 18 U.S.C. § 1591(a)(2).

1380. 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 defraud, force, and/or coerce Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46, as well as other members of the Classes, some of whom were under the age of eighteen, to engage in commercial sex acts.

1381. 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 or recruit young and underage aspiring female models into commercial sex acts, based upon the promise of lucrative modeling opportunities or the use of his influence in their favor.

1382. 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, coerce, and/or solicit Jane Does Nos. 1, 2, 3, 4, 5, 6, 10, 11, 13, and 19, as well as other members of the Minor Victim Class, into commercial sex acts, who, at the time, were under the age of eighteen years old.

1383. Nygard and other Nygard Companies' employees had actual knowledge that they were facilitating Nygard's use of company resources to recruit, entice, coerce, and/or solicit Jane

Does Nos. 7, 8, 9, 12, 14, 28, 32, 33, 34, 39, 41, 43, 45, and 46, as well as other members of the Adult Victim Class, into commercial sex acts, through the use of force, fraud, and/or coercion.

1384. 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 encounter aspiring models seeking to do business with the Nygard Companies, who were either under the age of eighteen, or coerced, defrauded, and/or forced to engage in commercial sex acts.

1385. The Nygard Companies' employees and/or agents actively participated in the scheme that led Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 as well as other members of the Classes, to believe that they would be rewarded with substantial career-advancing opportunities if they cooperated and acquiesced to Nygard's demands.

1386. This affirmative conduct of the Nygard Companies was committed knowing, or in reckless disregard of the facts that, Nygard would use Nygard Companies' money, the promise of a modeling career, and his influence in the fashion industry, which were things of value, as a means of defrauding, forcing, and/or coercing sex acts from Jane Does Nos. 7, 8, 9, 12, 14, 28, 32, 33, 34, 39, 41, 43, 45, and 46 as well as other members of the Adult Victim Class.

1387. Upon information and belief, in exchange for facilitating and covering up Nygard's commercial sex acts, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

1388. Participating in and covering up Nygard's sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

1389. The Nygard Companies knowingly benefited financially from Nygard's sex-trafficking venture.

1390. By facilitating Nygard's commercial sex acts in foreign commerce, the Nygard Companies enjoyed the promotion and promulgation of the Nygard Companies' projects internationally.

1391. Nygard is the face of the Nygard Companies, and his presence and promotion in foreign commerce brought exposure and prestige to the Nygard Companies.

1392. 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.

1393. The Nygard Companies also benefited from the services that Nygard's sex workers were forced to provide to the Companies including, without limitation, modeling company clothing for company executives, preparing Nygard for his business meetings, attending business meetings, developing clothing design ideas, and perpetuating Nygard's playboy image, which is a crucial component of the Nygard brand.

1394. The Nygard Companies' brand also benefited financially from the promotion and advertisement of "pamper parties," Nygard Cay, and Peter Nygard's playboy persona by promoting them on the Nygard Companies' website.

1395. The Nygard Companies also used "pamper parties" at the Nygard Cay, Bahamas and the Marina Del Ray, California locations to promote their products and brands.

1396. The Nygard Companies also used the World Headquarters and New York apartment above the World Headquarters for "sex parties" to promote their products and brands.

1397. The Nygard Companies' conduct has caused Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and the other members of the Classes 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 VICTIM PROTECTION ACT, 18 U.S.C. §§ 1594**

1398. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1399. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and on behalf of other Class and Subclass members they respectively seek to represent.

1400. The Nygard Companies conspired, by agreement or understanding, to further Nygard's unlawful plan and/or purpose to commit illegal commercial sex acts with Jane Does Nos. 1-10 and other Class members.

1401. The Nygard Companies committed overt acts in furtherance of the agreement or understanding by playing an active role in recruiting, enticing, coercing, and inducing Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and other members of the Classes, through promises of lucrative modeling opportunities and connections and influence that would substantially advance their careers.

1402. 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 commission of the sex acts with Jane Does Nos. 1-10 and other Class members in its affirmative acts supporting Nygard.

1403. The Nygard Companies knew that their acts and conduct supporting and facilitating Nygard would lead to unlawful commercial sex acts by Nygard with young women and children, who were aspiring models, including Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and other members of the Classes.

1404. The Nygard Companies' conspired with Nygard through their affirmative acts and provided substantial support to Nygard committing commercial sex acts upon Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and other members of the Classes.

1405. The Nygard Companies' conduct has caused Jane Does Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19, 28, 32, 33, 34, 39, 41, 43, 45, and 46 and other members of the Classes 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 IV**

#### **SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE § 1708.5 AND COMMON LAW**

1406. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1407. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and on behalf of other Class and Subclass members they respectively seek to represent.

1408. Nygard intentionally committed sexual battery and/or intentionally caused other individuals to commit sexual battery on Jane Doe Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes in the State of California in violation of California law.

1409. Nygard acted with the intent to cause a harmful and offensive contact with an intimate part of Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45, as well as other members of the Classes, and a sexually offensive contact directly or indirectly resulted.

1410. Nygard acted with the intent to cause a harmful and offensive contact with Jane Plaintiffs Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45, as well as other members of the Classes, by use of his intimate part and a sexually offensive contact directly or indirectly resulted.

1411. Nygard also acted to cause an imminent apprehension or fear of a harmful and offensive contact with Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45's, as well as other members of the Classes', intimate parts.

1412. Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes did not consent to Nygard's harmful and offensive contact and/or were coerced in to such harmful and offensive contact.

1413. Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes were harmed and/or offended by Nygard's conduct.

1414. Nygard's conduct has caused Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes serious and permanent harm and/or damages, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

**COUNT V**

**AIDING AND ABETTING IN VIOLATION OF CALIFORNIA LAW**

1415. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1416. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and on behalf of other Class and Subclass members they respectively seek to represent.

1417. The Nygard Companies knowingly aided and abetted, facilitated, and enabled Nygard's sexual battery of Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes, occurring in the State of California in violation of California law.

1418. The Nygard Companies knew, or should have known, that Nygard's conduct constituted a breach of duty and/or tortious conduct.

1419. The Nygard Companies knowingly gave substantial assistance or encouragement to Nygard to commit a breach of duty and/or tortious conduct.

1420. The Nygard Companies knowingly gave substantial assistance to Nygard in accomplishing his breach of duty and/or tortious conduct and the Nygard Companies' conduct, separately considered, constitutes a breach of duty to Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes.

1421. The Nygard Companies, through Nygard and other Nygard Companies' employees, had actual knowledge that they were providing substantial assistance by facilitating, aiding and abetting, and participating in Nygard's use of company resources to commit sexual battery against Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes.



1422. Despite such knowledge, the Nygard Companies paid for, facilitated, and aided and abetted Nygard's sexual battery of Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes.

1423. The Nygard Companies' employees knowingly facilitated and aided and abetted Nygard's sexual battery of Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes because they believed that they would be rewarded with substantial career-advancing opportunities if they cooperated and acquiesced to Nygard's demands.

1424. 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 brand, the promise of a modeling career, and his influence in the fashion industry to commit sexual battery against Jane Doe Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes.

1425. In exchange for facilitating, aiding and abetting, and covering up Nygard's sexual battery of Jane Doe Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

1426. 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.

1427. Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes have been damaged as a direct result of the Nygard Companies' conduct.

1428. The Nygard Companies' conduct has caused Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes serious and permanent harm and/or damage, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

**COUNT VI**

**CIVIL CONSPIRACY IN VIOLATION OF CALIFORNIA LAW**

1429. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1430. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45, and on behalf of other Class and Subclass members they respectively seek to represent.

1431. Defendants have participated in a continuing conspiracy to commit rape and/or sexual battery and to cover-up their conspiracy for over four decades.

1432. Defendants formed a group of two or more persons and agreed to a common plan or design to commit tortious acts, including sexual assault and/or sexual battery.

1433. All Defendants had actual knowledge that sexual assault and/or sexual battery was planned and concurred in the tortious scheme with knowledge of its unlawful purpose.

1434. Defendants intended to aid in the commission of the planned tort, including sexual assault and/or sexual battery.

1435. Defendants committed numerous wrongful acts, including sexual assault and/or sexual battery, against Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 30, 38, 43, and 45 and other members of the Classes occurring in the State of California pursuant to their agreement.

1436. The Nygard Companies also committed wrongful acts by knowingly luring and enticing Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes to locations where Defendants knew Nygard would sexually assault and/or sexually batter them.

1437. The Nygard Companies also committed wrongful and/or overt acts by knowingly providing Nygard with the resources to sexually assault and/or sexually batter Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes.

1438. The Nygard Companies' employees carried out the acts and omissions constituting the alleged conspiracy within their actual or ostensible authority with the Nygard Companies.

1439. The acts and omissions of the Nygard Companies' employees were carried out in and during the course of their employment with the Nygard Companies.

1440. 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.

1441. This affirmative conduct of the Nygard Companies was committed by express and/or implied agreement that Nygard would use the Nygard Companies' money and brand, the promise of a modeling career, and his influence in the fashion industry to commit sexual assault and/or sexual battery against Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes.

1442. In exchange for conspiring to facilitate and cover-up Nygard's sexual assault and/or sexual battery of Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

1443. Conspiring with Nygard and covering up his sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

1444. Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes were damaged as a direct result of Defendants' agreement.

1445. Defendants' conduct has caused Plaintiffs Jane Does Nos. 9, 17, 21, 24, 25, 29, 30, 38, 43, and 45 and other members of the Classes serious and permanent harm and/or damage, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

**COUNT VII**

**SEXUAL BATTERY IN VIOLATION OF FLORIDA STATUTES § 794.005, *ET. SEQ.*  
AND COMMON LAW**

1446. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1447. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 31 and 41, and on behalf of other Class and Subclass members they respectively seek to represent.

1448. Nygard intentionally committed sexual battery and/or intentionally caused other individuals to commit sexual battery on Jane Does Nos. 31 and 41 and other members of the Classes in the State of Florida and/or committed acts in the State of Florida that led to their sexual battery in violation of Florida law.

1449. Nygard intentionally caused oral, anal, and/or vaginal penetration by, or union with, the sexual organ of himself or another or the anal or vaginal penetration of Jane Does Nos. 31 and 41 and other members of the Classes by an object.

1450. Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes did not consent to such harmful and offensive contact and/or were coerced into such harmful and offensive contact.

1451. Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes were harmed and/or damaged by Nygard's intentional conduct.

1452. Defendants' conduct has caused Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes serious and permanent harm and/or damage, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

### **COUNT VIII**

#### **AIDING AND ABETTING IN VIOLATION OF FLORIDA LAW**

1453. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1454. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 31 and 41 and on behalf of other Class and Subclass members they respectively seek to represent.

1455. Nygard, the primary wrongdoer, committed numerous underlying violations of law and/or wrongful acts, including sexual assault and/or sexual battery.

1456. The Nygard Companies, through Nygard and their upper-level employees, had actual knowledge of Nygard's violations of law and/or wrongful acts, including sexual assault and/or sexual battery.

1457. Despite this knowledge, the Nygard Companies aided and abetted, facilitated, and enabled Nygard's sexual battery of Jane Does Nos. 31 and 41 and other members of the Classes occurring in the State of Florida and/or committed acts in the State of Florida that led to their sexual battery in violation of Florida law.

1458. The Nygard Companies knowingly rendered substantial assistance to Nygard in committing the wrongdoing.

1459. The Nygard Companies knowingly rendered substantial assistance to Nygard in committing the wrongdoing and the Nygard Companies' conduct, separately considered, constitutes a breach of duty to Jane Does Nos. 31 and 41 and other members of the Classes.

1460. The Nygard Companies, through Nygard and other Nygard Companies' employees, had actual knowledge that they were facilitating, aiding and abetting, and participating in Nygard's use of company resources and brand to commit sexual battery against Jane Does Nos. 31 and 41 and other members of the Classes.

1461. Despite such knowledge, the Nygard Companies paid for, facilitated, and aided and abetted Nygard's sexual battery of Jane Does Nos. 31 and 41 and other members of the Classes.

1462. The Nygard Companies' employees facilitated and aided and abetted Nygard's sexual battery of Jane Does Nos. 31 and 41 and other members of the Classes because they believed that they would be rewarded with substantial career-advancing opportunities if they cooperated and acquiesced to Nygard's demands.

1463. 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 brand, the promise of a modeling career, and his influence in the fashion industry to commit sexual battery against Jane Does Nos. 31 and 41 and other members of the Classes.

1464. In exchange for facilitating, aiding and abetting, and covering up Nygard's sexual battery of Jane Does Nos. 31 and 41 and other members of the Classes, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

1465. 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.

1466. Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes have been damaged as a direct result of the Nygard Companies' conduct.

1467. The Nygard Companies' conduct has caused Jane Does Nos. 31 and 41 and other members of the Classes serious and permanent harm and/or damages, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

**COUNT IX**

**CIVIL CONSPIRACY IN VIOLATION OF FLORIDA LAW**

1468. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1469. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 31 and 41 and on behalf of other Class and Subclass members they respectively seek to represent.

1470. Defendants have participated in a continuing conspiracy to commit rape and/or sexual battery and to cover-up their conspiracy for over four decades.

1471. Defendants formed a group of two or more parties and agreed to a common plan or design to commit unlawful acts and/or to do lawful acts by unlawful means, including sexual assault and/or sexual battery.

1472. Defendants possessed a peculiar power of coercion by virtue of their combination, which an individual acting alone does not possess.

1473. All Defendants had actual knowledge that sexual assault and/or sexual battery was planned and concurred in the tortious scheme with knowledge of its unlawful purpose.

1474. Defendants intended to aid in the commission of the planned tort, including sexual assault and/or sexual battery.

1475. Defendants committed numerous wrongful and/or overt acts, including sexual assault and/or sexual battery, against Jane Does Nos. 31 and 41 and other members of the Classes occurring in the State of Florida in pursuance of their conspiracy.

1476. The Nygard Companies also committed wrongful and/or overt acts by knowingly luring and enticing Jane Does Nos. 31 and 41 and other members of the Classes from the State of Florida to locations where Defendants knew Nygard would sexually assault and/or sexually batter them.

1477. The Nygard Companies also committed wrongful and/or overt acts by knowingly providing Nygard with the resources to sexually assault and/or sexually batter Jane Does Nos. 31 and 41 and other members of the Classes.

1478. The Nygard Companies' employees carried out the acts and omissions constituting the alleged conspiracy within their actual or ostensible authority with the Nygard Companies.

1479. The acts and omissions of the Nygard Companies' employees were carried out in and during the course of their employment with the Nygard Companies.

1480. 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.

1481. This affirmative conduct of the Nygard Companies was committed by express and/or implied agreement that Nygard would use the Nygard Companies' money and brand, the promise of a modeling career, and his influence in the fashion industry to commit sexual battery against Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes.

1482. In exchange for conspiring to facilitate and cover-up Nygard's rape and/or sexual battery of Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.



1483. Conspiring with Nygard and covering up his sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

1484. Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes were damaged as a result of Defendants' acts performed pursuant to Defendants' conspiracy.

1485. Defendants' conduct has caused Plaintiffs Jane Does Nos. 31 and 41 and other members of the Classes serious and permanent harm and/or damages, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

### **COUNT X**

#### **SEXUAL ASSAULT AND BATTERY IN VIOLATION OF CANADIAN LAW**

1486. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1487. Plaintiffs bring this Count individually on behalf of Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and on behalf of other Class and Subclass members they respectively seek to represent.

1488. Nygard intentionally committed sexual assault and sexual battery and/or intentionally caused other individuals to commit sexual assault and sexual battery on Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1489. Nygard's sexual assault and sexual battery of Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes occurred in Canada and/or against Canadian citizens via conduct that largely occurred in Canada.

1490. Nygard intentionally put Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes in fear of harm by threats, words, or gestures of a sexual nature without bodily contact.

1491. Nygard also utilized the intentional application of force against Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes and violated their sexual integrity without their consent.

1492. Nygard acted with the intent to cause a harmful and offensive contact with an intimate part of Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44, as well as other members of the Classes, and a sexually offensive contact directly or indirectly resulted.

1493. Nygard acted with the intent to cause a harmful and offensive contact with Jane Plaintiffs Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44, as well as other members of the Classes, by use of his intimate part and a sexually offensive contact directly or indirectly resulted.

1494. Nygard also acted to cause an imminent apprehension or fear of a harmful and offensive contact with Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44's, as well as other members of the Classes', intimate parts.

1495. Plaintiff Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes did not consent to such harmful and offensive contact and/or were coerced in to such harmful and offensive contact.

1496. Plaintiff Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes were harmed and/or damaged by Nygard's intentional conduct.

1497. Defendants' conduct has caused Plaintiff Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes serious and permanent harm and/or damages, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

## **COUNT XI**

### **AIDING AND ABETTING IN VIOLATION OF CANADIAN LAW**

1498. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1499. Plaintiffs bring this Count individually on behalf of Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44, and on behalf of other Class and Subclass members they respectively seek to represent.

1500. The Nygard Companies aided and abetted, facilitated, and enabled Nygard's sexual battery of Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes in violation of Canadian law.

1501. They Nygard Companies aided and abetted, facilitated, and enabled Nygard's sexual assault and/or sexual battery of Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44, in large part, from conduct occurring in and/or originating from Canada.

1502. The Nygard Companies knew, or should have known, that Nygard's conduct constituted a breach of duty and/or tortious conduct.

1503. The Nygard Companies knowingly gave substantial assistance or encouragement to Nygard to commit a breach of duty and/or tortious conduct.

1504. The Nygard Companies knowingly gave substantial assistance to Nygard in accomplishing his breach of duty and/or tortious conduct and the Nygard Companies' conduct, separately considered, constitutes a breach of duty to Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1505. The Nygard Companies, through Nygard and other Nygard Companies' employees, had actual knowledge that they were facilitating, aiding and abetting, and enabling Nygard's use of the Nygard Companies' resources and brand to commit sexual battery against Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1506. Despite such knowledge, the Nygard Companies paid for, facilitated, and aided and abetted Nygard's sexual battery of Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1507. The Nygard Companies' employees facilitated and aided and abetted Nygard's sexual battery of Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes because they believed that they would be rewarded with substantial career-advancing opportunities if they cooperated and acquiesced to Nygard's demands.

1508. 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 brand, the promise of a modeling career, and his influence in the fashion industry to commit sexual battery against Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1509. In exchange for facilitating, aiding and abetting, and covering up Nygard's sexual battery of Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

1510. 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.

1511. Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes have been damaged as a direct result of the Nygard Companies' conduct.

1512. The Nygard Companies' conduct has caused Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes serious and permanent harm and/or damages, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

## **COUNT XII**

### **CIVIL CONSPIRACY IN VIOLATION OF CANADIAN LAW**

1513. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1514. Plaintiffs bring this Count individually on behalf of Jane Doe Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44, and on behalf of other Class and Subclass members they respectively seek to represent.

1515. Defendants have participated in a continuing conspiracy to commit rape and/or sexual battery and to cover-up their conspiracy for over four decades.

1516. 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 sexual assault and/or sexual battery.

1517. Defendants were aware of the relevant facts and intended to participate in the conspiracy.

1518. Defendants engaged in conduct that was unlawful by carrying out an underlying tort, including sexual assault and/or battery.

1519. Defendants engaged in a course of conduct with the predominant purpose of causing injury to Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes, notwithstanding that the conduct might otherwise be legal.

1520. Defendants committed numerous wrongful acts, including sexual assault and/or sexual battery, against Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1521. The Nygard Companies also committed wrongful and/or overt acts by knowingly luring and enticing Jane Does Nos. 14, 15, 16, 18, 19, 20, 23, 26, 27, 28, 35, 36, 37, 40, 42, and 44 and other members of the Classes to locations where Defendants knew Nygard would sexually assault and/or sexually batter them.

1522. The Nygard Companies also committed wrongful and/or overt acts by knowingly providing Nygard with the resources to sexually assault and/or sexually batter Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1523. The Nygard Companies' employees carried out the acts and omissions constituting the alleged conspiracy within their actual or ostensible authority with the Nygard Companies.

1524. The acts and omissions of the Nygard Companies' employees were carried out in and during the course of their employment with the Nygard Companies.

1525. Defendants' conduct was directed towards Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1526. Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes are Canadian citizens that were sexually assaulted and/or battered by Nygard in Canada and/or the Bahamas due to substantial conduct of Defendants that occurred in Canada pursuant to and in furtherance of Defendants' conspiracy.

1527. The Nygard Companies' conspiracy with Nygard to sexually assault and/or sexually batter Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 arose and/or formed, in large part, in Canada.

1528. The Nygard Companies committed substantial wrongful acts in furtherance of Defendants' conspiracy in Canada.

1529. 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.

1530. 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 brand, the promise of a modeling career, and his influence in the fashion industry to commit sexual battery against Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes.

1531. In exchange for facilitating and covering up Nygard's sexual battery of Plaintiffs Jane Does Nos. 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

1532. Participating in and covering up Nygard's sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

1533. Given the circumstances, Defendants should have known that injury was likely to result.

1534. Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes were damaged as a direct result of Defendants' agreement.

1535. Defendants' conduct has caused Plaintiffs Jane Does Nos. 14, 15, 16, 18, 19, 20, 21, 23, 26, 27, 28, 32, 35, 36, 37, 40, 42, and 44 and other members of the Classes serious and permanent harm, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

### **COUNT XIII**

#### **SEXUAL ASSAULT AND BATTERY IN VIOLATION OF U.K. LAW**

1536. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1537. Plaintiffs bring this Count individually on behalf of Jane Doe Nos. 22 and 37, and on behalf of other Class and Subclass members they respectively seek to represent.

1538. Nygard intentionally committed rape, sexual assault, and/or sexual battery and/or intentionally caused other individuals to commit rape, sexual assault, and/or sexual battery on Jane



Doe Nos. 22 and 37 and other members of the Classes in the United Kingdom in violation of U.K. law.

1539. Nygard acted with the intent to cause a harmful and offensive contact that was sexual in nature against Plaintiffs Jane Does Nos. 22 and 37, as well as other members of the Classes, and a sexually offensive contact directly or indirectly resulted.

1540. Nygard also acted to cause an imminent apprehension or fear of a harmful and offensive contact that was sexual in nature with Plaintiffs Jane Does Nos. 22 and 37's, as well as other members of the Classes', intimate parts.

1541. Plaintiff Jane Doe Nos. 22 and 37 and other members of the Classes did not consent to such harmful and offensive sexual contact and/or were coerced in to such harmful and offensive sexual contact.

1542. Nygard did not reasonably believe that Jane Doe Nos. 22 and 37 and other members of the Classes consented to the harmful and offensive sexual contact.

1543. Plaintiff Jane Doe Nos. 22 and 37 and other members of the Classes were harmed and/or damaged by Nygard's intentional conduct.

1544. Defendants' conduct has caused Plaintiff Jane Does Nos. 22 and 37 and other members of the Classes serious and permanent harm, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

#### **COUNT XIV**

#### **AIDING AND ABETTING IN VIOLATION OF U.K. LAW**

1545. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1546. Plaintiffs bring this Count individually on behalf of Jane Doe Nos. 22 and 37 and on behalf of other Class and Subclass members they respectively seek to represent.

1547. The Nygard Companies aided and abetted Nygard's sexual battery of Jane Does Nos. 22 and 37 and other members of the Classes in violation of U.K. law.

1548. The Nygard Companies knew, or should have known, that Nygard's conduct constituted a tortious and/or criminal conduct.

1549. The Nygard Companies knowingly gave substantial assistance, solicited, and/or incited Nygard to commit tortious and/or criminal conduct.

1550. The Nygard Companies' conduct, separately considered, constitutes a breach of duty and/or tortious conduct against Jane Does Nos. 22 and 37 and other members of the Classes.

1551. The Nygard Companies, through Nygard and other Nygard Companies' agents and/or employees, had actual knowledge that they were participating in Nygard's use of the Nygard Companies' resources and brand to commit rape, sexual battery, and/or sexual assault against Jane Doe Nos. 22 and 37 and other members of the Classes.

1552. Despite such knowledge, the Nygard Companies paid for, solicited, incited, and aided and abetted Nygard's sexual battery of Jane Doe Nos. 22 and 37 and other members of the Classes.

1553. The Nygard Companies' employees and/or agents aided and abetted Nygard's sexual battery of Jane Doe Nos. 22 and 37 and other members of the Classes because they believed that they would be rewarded with substantial career-advancing opportunities if they cooperated and acquiesced to Nygard's demands.

1554. 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 brand,

the promise of a modeling career, and his influence in the fashion industry to commit rape, sexual battery, and/or sexual assault against Jane Doe Nos. 22 and 37 and other members of the Classes.

1555. In exchange for aiding and abetting and covering up Nygard's rape, sexual battery, and/or sexual assault of Jane Doe Nos. 22 and 37 and other members of the Classes, the Nygard Companies' employees and/or agents progressed in their careers at the Nygard Companies and received financial benefits therefor.

1556. Participating in and covering up Nygard's sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

1557. Plaintiffs Jane Does Nos. 22 and 37 and other members of the Classes have been damaged as a direct result of the Nygard Companies' conduct.

1558. The Nygard Companies' conduct has caused Jane Does Nos. 22 and 37 and other members of the Classes serious and permanent harm, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

### **COUNT XV**

#### **CIVIL CONSPIRACY IN VIOLATION OF U.K. LAW**

1559. Plaintiffs reallege and incorporate by reference the allegations contained in paragraphs 1-1367, as if fully set forth in this Count.

1560. Plaintiffs bring this Count individually on behalf of Jane Doe Nos. 22 and 27 and on behalf of other Class and Subclass members they respectively seek to represent.

1561. Defendants have participated in a continuing conspiracy to commit rape and/or sexual battery and to cover-up their conspiracy for over four decades.

1562. Defendants formed a group of two or more persons and agreed to a common plan or design to commit tortious acts including rape and/or sexual battery.

1563. Defendants took concerted action and/or committed numerous wrongful and/or overt acts against Plaintiffs Jane Does Nos. 22 and 37 and other members of the Classes in the United Kingdom pursuant to their agreement.

1564. The Nygard Companies also committed wrongful and/or overt acts by knowingly luring and enticing Jane Does Nos. 22, and 37 and other members of the Classes to locations where Defendants knew Nygard would sexually assault and/or sexually batter them.

1565. The Nygard Companies also committed wrongful and/or overt acts by knowingly providing Nygard with the resources to sexually assault and/or sexually batter Jane Does Nos. 22, and 37 and other members of the Classes.

1566. The Nygard Companies' employees carried out the acts and omissions constituting the alleged conspiracy within their actual or ostensible authority with the Nygard Companies.

1567. The acts and omissions of the Nygard Companies' employees were carried out in and during the course of their employment with the Nygard Companies.

1568. The dominant purpose of Defendants' conspiracy was to damage Jane Does Nos. 22 and 37 and other members of the Classes and Defendants did actually damage Jane Does Nos. 22 and 37 and other members of the Classes.

1569. Defendants intended to damage Jane Does Nos. 22 and 37 and other members of the Classes.

1570. 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.

1571. 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 brand,

the promise of a modeling career, and his influence in the fashion industry to commit sexual battery against Plaintiffs Jane Does Nos. 22 and 37 and other members of the Classes.

1572. Upon information and belief, in exchange for facilitating and covering up Nygard's sexual battery of Plaintiffs Jane Does Nos. 22 and 37 and other members of the Classes, the Nygard Companies' employees progressed in their careers at the Nygard Companies and received financial benefits therefor.

1573. Participating in and covering up Nygard's sexual misconduct was a means of obtaining success and growth within the Nygard Companies' hierarchy.

1574. Plaintiffs Jane Does Nos. 22 and 37 and other members of the Classes were damaged as a direct result of Defendants' agreement.

1575. Defendants' conduct has caused Plaintiffs Jane Does Nos. 22 and 37 and other members of the Classes serious and permanent harm, including, without limitation, physical, psychological, emotional, financial, and reputational harm.

#### **REQUEST FOR RELIEF**

Plaintiffs respectfully request that the Court enter judgment in their favor, and against Defendants, as follows:

- a. That the Court certify the Classes, name Plaintiffs as Class Representatives, and appoint their lawyers as Class Counsel;
- b. That the Court grant permanent injunctive relief to prohibit Defendants from continuing to engage in the unlawful acts and practices described herein;
- c. That the Court award Plaintiffs and the other members of the Classes compensatory, consequential, general, and nominal damages in an amount to be determined at trial;

- d. That the Court award punitive or exemplary damages in an amount to be determined at trial;
- e. That the Court award to Plaintiffs the costs and disbursements of the action, along with reasonable attorneys' fees, costs, and expenses;
- f. That the Court award pre- and post-judgment interest at the maximum legal rate; and
- g. 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: April 20, 2020

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