

3. Plaintiff JANE DOE II is an individual who resides in Chambers County, Texas, her identity will be made known to Defendants when they answer or otherwise appear in this case.

4. Plaintiff JANE DOE III is an individual who resides in Harris County, Texas, her identity will be made known to Defendants when they answer or otherwise appear in this case.

5. Defendant A&E TELEVISION NETWORKS LLC is a corporation organized under the laws of Delaware, with its principal place of business located in New York, who can be served through its Chief Executive Officer and President Nancy Dubuc, 235 East 45th Street, New York, NY 10017, United States.

6. Defendant LONG POND MEDIA LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in California, who can be served through its Chief Executive Officer, Tom Forman, 9242 Beverly Boulevard, Suite 300 Beverly Hills, CA.

7. Defendant RELATIVITY MEDIA, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business in California, who can be served through its Chief Executive Officer, Tom Forman, 9242 Beverly Boulevard, Suite 300 Beverly Hills, CA.

III. JURISDICTION AND VENUE

8. This Court has personal jurisdiction over Defendants as nonresident corporations whose agents and/or employees have committed torts in the State of Texas and the

subject matter of this action arises under the common law of the State of Texas. Furthermore, the amount in controversy is within the jurisdictional limits of this Court. Plaintiffs seek only monetary relief over \$1,000,000.00.

9. Venue is proper in this Court because all or a substantial part of the events or omissions giving rise to this cause occurred in Harris County.

IV. BACKGROUND

"...too often we excuse those who are willing to build their own lives on the shattered dreams of others."

-Robert F. Kennedy

10. Television series "8 Minutes" is an A&E "reality" show that was produced by Defendant LONG POND MEDIA NETWORKS, LLC & RELATIVITY MEDIA, LLC for Defendant A&E TELEVISION NETWORKS, LLC in late 2014 and early 2015. The series featured "cop-turned-pastor" Kevin Brown allegedly "surprising" escorts in hotel rooms and offering to rescue them from "a life of trading sex for cash."¹ The self-proclaimed mission of the show was to "seek out women in danger, pose as clients, and offer them a way out."² The show's name is derived from Brown's assertion that he and his crew only have eight minutes to convince women to leave a life in sex work or else they run the risk of putting the women (and the crew's) life in danger.³ On air, Brown and his team proclaim that they are providing women who accept their offer of help, "resources" such as

¹<http://www.ew.com/article/2014/12/10/prostitute-intervention-reality-show>

² 8 Minutes, Episode 1-5

³ Id.

“a safe place to sleep, medical and mental health care, educational, employment, legal and rehabilitation services.”⁴

11. In reality, the advertised “shock value” of the series was a complete fiction. Many of the women who appeared on the show had been contacted by agents of the Defendants’ days or even weeks in advance of the filming and had negotiated terms of these appearances with the women. In many cases the “lurking traffickers” subject to surveillance by Brown’s team of church “watchers” were taxi drivers, friends’ of participants and even participant’s parents. When procuring women in the Houston area to appear on the show, the employees and/or agents of the Defendants’ would entice the women to appear on the show by offering a “new life” in line with the show’s advertised offers of housing assistance, medical and mental health care, educational, employment, legal and rehabilitation services. Many women were told their face would be blurred for their safety and privacy. It was in reliance on these assurances that many of the women agreed to participate on the show.

12. Despite the show’s bold philanthropic proclamations, the women who participated in the show were either wholly ignored following the filming or merely provided a list of already overburdened publicly available resources in the Houston area and left to fare on their own. At its core, the show was taking advantage of the “most marginalized and powerless people in society in order to get them to provide edu-tainment, thrills, and cathartic release for a jaded audience.”⁵

⁴ Id.

⁵ <http://www.ravishly.com/2015/03/31/many-problems-new-sex-work-show-8-minutes>

13. The decision to engage in sex work is a hard and sometimes humiliating decision that is often made as the result of a severe lack of economic resources. Simply handing these vulnerable women a list of numbers to overburdened organizations, many of whom had already denied help for these women, is not help at all but merely exploitation. As Kate D'Adamo, National Policy Advocate at the Sex Worker's Project, aptly noted: "[U]nless this organization is offering jobs and not simply a referral to an organization who has already denied them services, they're just exploiting people's hope. ... This preys on marginalized people who aren't seeking public exposure and outing and publicly shames them for entertainment purposes. Forcibly outing a person can make them more vulnerable and isolated from their support systems. This is complicated and delicate work to support someone exiting a difficult situation, and it can be very personal and take a great deal of trust. Treating it as carelessly as this show does, and then promoting it for entertainment value is not just disrespectful, it's despicable."⁶

14. Within weeks of the show's premiere, the unscrupulous acts of the Defendants in procuring the women's appearances were exposed in the national media. After it became apparent the premise of the show was not only a farce, but in fact exploitative and predatory, the show was cancelled after the airing of only five episodes.

V. FACTS

JANE DOE I

⁶ <http://www.newrepublic.com/article/121445/aes-show-8-minutes-damaging-sex-workers>, see also <http://www.ravishly.com/2015/03/31/many-problems-new-sex-work-show-8-minutes>,

15. On or about November 13, 2014, Plaintiff JANE DOE I received a text message from an employee and/or agent of Defendant Relativity Media, Keya “Denise” Mason. Mason stated that she worked for a production company that was producing a TV show in Houston and was looking for women who post online ads for escort services to participate in the filming of a show. Plaintiff JANE DOE I believed this to be a scam and ignored the message. Mason continued to message incessantly, assuring Plaintiff JANE DOE I it was not a scam and set up a time for call.

16. On or about November 20, 2014, in their first phone call, Mason assured Plaintiff JANE DOE I that there was nothing to be scared about. The producers understood the issues that the “girls” in the “life”⁷ are going through and the purpose of the show was to help “women in the life.” The show was not to condemn women in “the life” but to provide the necessary support if the women would like to leave.

17. Mason explained that Pastor Kevin Brown had a significant amount of experience in helping women get out the “life” and that they decided to do the show based on his work. Now that Brown had a powerful production team with him he was able to provide more support and make a bigger impact. They were interested in the women’s “stories” for the TV show.

18. Plaintiff JANE DOE I proceeded to tell Mason her story, that Plaintiff JANE DOE I was not a traditional sex worker and indeed had never had sex for money. Many years ago, Plaintiff JANE DOE I was an educated and successful business woman in South America, and had fallen on difficult times and moved to the United States to build a new

⁷ A woman engaged in sex work is commonly referred to as being “in the life”

life with her daughter. Unfortunately, the difficulty continued and Plaintiff JANE DOE I had trouble finding any stable work, and was living from paycheck to paycheck, eviction notice to eviction notice. Plaintiff JANE DOE I searched for work for months, even working a manual labor job as a female in her late forties on a construction site until she fell through a roof and broke multiple ribs. When it became clear there was no other way to provide shelter and food for her family, Plaintiff JANE DOE I decided to post an ad to an escort site without the knowledge of her husband or children.

19. At the end of November 2014, Plaintiff JANE DOE I met Mason and another female at CVS Pharmacy parking lot located at 9838 Buffalo Speedway Houston, TX 77025. Plaintiff JANE DOE I and Mason spoke for two hours about her life. Plaintiff JANE DOE I communicated her concern with going on a national TV show, as no one in her family knew that she was posting ads. "Publicly confessing" to "sex work" on national television would be humiliating, but if doing so would spare her family from the continued and cyclical threat of eviction and hunger, she would do whatever necessary.

20. Plaintiff JANE DOE I presented numerous items to Mason that she expected to be provided by Defendants if she was to appear on the TV show. Plaintiff JANE DOE I discussed at length that she requires treatment for significant health conditions she suffers from including, arthritis and fibromyalgia, in addition to the medical conditions of her husband and children. Plaintiff JANE DOE I told Mason about the condition of her eyes deteriorating and that she was in need of eye surgery. Plaintiff JANE DOE I communicated that she had an unreliable vehicle which limited her ability to secure or maintain a job. Plaintiff JANE DOE I and her family were days away from eviction. Plaintiff JANE DOE I

indicated that being in the “life” was likely causing her emotional trauma for which she would likely need emotional counseling.

21. Mason claimed the show was going to be the “life-changing” event that Plaintiff JANE DOE I was looking for. Mason communicated that the show would provide nominal payment up front for her appearance and gas money, but the “real” value provided by the show would be the resources provided for her after she “accepted” the show’s help during the airing of the show. Plaintiff JANE DOE I inquired from Mason who would be providing all these resources as she had exhausted church and public assistance and either she did not “qualify” or there were no funds left in the organizations.

22. Mason responded: “Oh please...We are A&E and a Hollywood production company...they have advertisers that are huge companies with tons of connections. Anything you need for them is only a matter a few calls, a car, medical and dental treatment, clothing, an allowance. They will do what it takes to get you and your family back on their feet.”

23. Plaintiff JANE DOE I explained that she would also like go to back to school as she had a foreign doctorate degree that was not valid in the United States, and Mason reiterated “anything you need is just a call from my bosses, the producers of the show.” Plaintiff JANE DOE I was overcome with emotion by this opportunity and told Mason that she was “like Oprah and Ellen” when she surprises everyone with a brand new car. Mason responded that this was “exactly” like this situation. Mason told Plaintiff JANE DOE I to bring her paperwork to the next meeting so the “show” could start working on getting Plaintiff JANE DOE I assistance for the items discussed. Mason indicated the interview

would be in the second week of December, Plaintiff JANE DOE I would receive a nominal payment for the interview and then would receive the discussed resources. Plaintiff told Mason she would consider the offer and get back with her.

24. On or around December 8, 2014, Plaintiff JANE DOE I contacted Mason and requested the “bargained-for” assistance prior to the interview, as an eviction notice had been posted and if Plaintiff JANE DOE I waited until after the interview, her family may not have a place to live. Plaintiff JANE DOE I needed \$700.00 to prevent the eviction. Mason communicated that the “show” could not give Plaintiff JANE DOE I assistance prior to the interview, but it wouldn’t matter because once she did the show she would receive all the assistance she needed from the show to get her “back on her feet,” and said the day after the show “your life will change forever.” Plaintiff JANE DOE I responded that she would start today if she could.

25. Mason told Plaintiff JANE DOE I that the interview would take place on December 11, 2014 and that they needed to meet before to be given some instructions.

26. On or about December 11, 2014, Mason and Plaintiff JANE DOE I met in the parking lot of the Cheesecake Factory Galleria 5015 Westheimer Rd, Houston, TX. Plaintiff JANE DOE I brought all of her documentation with her, including a letter from her eye doctor and her most recent eviction notice and those related to her rib injury.

27. Plaintiff JANE DOE I was told that she was to go to Holiday Inn Express, 10609 Westpark Dr, Houston, TX 77042. The Pastor will be pretending to be a “john,”⁸ and Plaintiff JANE DOE I is expected to play along as if she believes he is a “john.” The Pastor

⁸ A consumer seeking sex services

will make you an offer to get out of the life and you will accept his offer. The next day someone will contact you and you will be provided the “resources” discussed to begin your “new life.”

28. Mason instructed Plaintiff JANE DOE I to meet her again, around 6:30 P.M. at the Westin Oaks parking lot. Mason put papers on the roof of a car and told her she needed to sign before going on the show. Plaintiff JANE DOE I said “I didn’t know I had to sign a contract?”

29. Mason stated that it was not a contract it was just “a document that gave them permission to film Plaintiff JANE DOE I for the interview.” Plaintiff JANE DOE I communicated that she could not read the paper at this time of day as it was getting dark outside and her vision was poor. Mason became flustered: “what do you want me to do? Read it to you? We have no time for that! You can trust me!”

30. Mason guided Plaintiff JANE DOE I through the paperwork pointing out what to write and where. At the top blank of the paper, Mason told Plaintiff JANE DOE I to put in her gas money to meet with her that day and that she would get her more money later.

31. Mason, seeing Plaintiff JANE DOE I was shook up, apologized for being abrasive and assured Plaintiff JANE DOE I that this was her “last client” and her last day in “the life” and that her life would change forever.

32. Plaintiff JANE DOE I’s friend then drove her to Holiday Inn Express, 10609 Westpark Dr., Houston, TX 77042. Plaintiff JANE DOE I followed the instructions and arrived at the room where Pastor Brown interviewed Plaintiff JANE DOE I for approximately 40 minutes.

33. Following the interview Plaintiff JANE DOE I was given \$250.00 and told by Mason that “a producer will call you to provide you with assistance to start your new life, if you need anything you call me.”

34. Shortly after the filming Mason’s phone was disconnected and Defendants did not return Plaintiff JANE DOE I’s calls requesting the promised help. After weeks of waiting on Defendants to provide assistance that never came, Plaintiff JANE DOE I was left economically and emotionally devastated.

JANE DOE II

35. On or around October 2014, Plaintiff JANE DOE II received a text message from an employee and/or agent of Defendant Relativity Media, “Michelle” LNU, who told Plaintiff JANE DOE II that she was producing a show for Defendant A&E about sex work in Houston and inquired as to whether Plaintiff JANE DOE II would be interested in being interviewed.

36. At the time that Plaintiff JANE DOE II received the texts, Plaintiff JANE DOE II was in a substance abuse rehabilitation program at West Oaks Hospital. Employees and/or agents of Defendant Relativity “Kia” LNU and “Sara” LNU⁹ visited JANE DOE II twice at the West Oaks hospital to persuade her to appear on the show. In the two meetings at the hospital, “Kia” and “Sara” tried to convince JANE DOE II to appear on the show. Naturally, Plaintiff JANE DOE II was hesitant about appearing on national TV especially regarding the sensitive subject matter of the show. Plaintiff JANE DOE II was assured the show would blur out her face so she would not be recognized; further if she appeared on the show the

⁹ Plaintiff was informed by “Kia” and “Sara” during this meeting that “Michelle” was a “fake” name

producers would provide her with resources and support so that she would “never have to do an out-call again,” which included medical, housing and employment assistance.

37. Plaintiff JANE DOE II wanted nothing more than to get out of the “life” and with the help that “Kia” and “Sara” guaranteed the show would deliver, this was her opportunity.

38. Prior to the interview, Plaintiff JANE DOE II and her mother met “Kia” and “Sara” to get the details about the filming. Again the same promises were communicated. Plaintiff JANE DOE II would receive medical, housing and employment assistance after Plaintiff JANE DOE II completed the interview. Plaintiff JANE DOE II was driven to the hotel by her mother and she submitted to an hour interview which aired on April 2, 2015. Despite the producers fully knowing that Plaintiff JANE DOE II’s mother was driving her to the set, the episode is rife with mentions of a “dangerous trafficker” described as a “male mid-30s” waiting outside of the hotel.

39. After the show, Plaintiff JANE DOE II was paid \$200.00 for her appearance and told “we’ll be contacting you” to coordinate the promised resources. Plaintiff JANE DOE II never received any of the assistance she was promised in exchange for her appearance on the show.

40. Shockingly, at the end of episode featuring Plaintiff JANE DOE II the show states:

“[Jane Doe II]” and her daughter are safe in a new location. She accepted treatment for her addiction and is currently receiving services.”

JANE DOE III

41. In early January 2015, Plaintiff JANE DOE III was contacted by Defendant “Nicole” LNU who told Plaintiff JANE DOE III that she was producing a show for A&E about sex

work in Houston and asked whether Plaintiff JANE DOE III would be interested in submitting for an interview. Plaintiff Plaintiff JANE DOE III said she would think about it and let her know. Plaintiff JANE DOE III called Nicole back and said she would be willing to be interviewed but only if her face was blurred out. Plaintiff JANE DOE III and Nicole agreed that they would meet in person.

42. A few days later, Plaintiff JANE DOE III and “Nicole” met at Mike Sub’s 5393-B Westheimer Road, Uptown Collection, Houston, TX 77056. Nicole handed Plaintiff JANE DOE III a contract which she read over and signed. This contract included a handwritten asterisk and note at the bottom which stated “* face to be blurred.” Plaintiff JANE DOE III was told that she would receive \$25.00 for signing the paperwork and \$150.00 once she performed the interview.

43. After signing the contract, Nicole handed Plaintiff JANE DOE III another contract and stated: “I forgot to film you signing on my iPhone, here is another copy to sign.” Plaintiff JANE DOE III had no reason to believe the second contract was any different than the first one she signed and signed the second contract on film.

44. A few days later, “Nicole” told Plaintiff JANE DOE III that an Uber taxi would pick her up that night and take her to the hotel Best Western 11611 Northwest Freeway, Houston, Texas, 77092. Nicole called and told Plaintiff JANE DOE III that she would be getting a call from a California number and instructed her to “pretend like it’s an outcall.”

45. Following the airing of the episode featuring Plaintiff JANE DOE III on April 23, 2015, Plaintiff JANE DOE III was bombarded with phone calls and messages on social media. Family, friends and acquaintances from her small hometown in Kentucky contacted her

about her appearance on the show. To this day, Plaintiff JANE DOE III is approached by strangers in public places inquiring about her appearance on "8 Minutes." Most importantly and most hurtful, Plaintiff JANE DOE III had kept her line of work private from her daughter until it was disclosed via national television. As a direct result of A&E and Relativity's breach of its agreement to blur Plaintiff JANE DOE III's face on the show, Plaintiff JANE DOE III has suffered incessant humiliation and embarrassment which continues to this day. Further, the failure to blur out Plaintiff JANE DOE III's face has also put her in danger, as the show's own "advocate" D'Lita Miller stated in the episode featuring Plaintiff JANE DOE III: "I hope that she doesn't reveal to her pimp what's going on here, because if he finds out, there's no telling what could happen."

VI.
CAUSES OF ACTION

JANE DOE I

COUNT I: BREACH OF CONTRACT

46. Plaintiff JANE DOE I reaffirms and re-alleges paragraphs 1 to 45 as if fully set forth. Plaintiff JANE DOE I entered into an agreement with Defendants whereby in exchange for rental assistance, medical assistance and employment assistance Plaintiff JANE DOE I would appear on the 8 Minutes television program. Plaintiff JANE DOE I fully performed her obligations under the agreement. Defendants breached their agreement by failing to provide any of the agreed upon assistance to Plaintiff JANE DOE I. Plaintiff JANE DOE I has sustained damages as a result of the breach.

COUNT II: FRAUDULENT INDUCEMENT

47. Plaintiff JANE DOE I reaffirms and re-alleges paragraphs 1 to 46 as if fully set forth. In addition to the matters incorporated from the general allegations above, Defendant represented to Plaintiff JANE DOE I that in exchange for her appearance on the 8 Minutes program, Defendants would provide Plaintiff JANE DOE I with resources, including rental/housing assistance, medical assistance and employment assistance.

48. At the time Defendants made the foregoing misrepresentations, they knew them to be false. In fact, at the time the representations were made, Defendants knew that they were not capable and/or had no intention of performing its promises as set described to Plaintiff JANE DOE I.

49. Defendants made the foregoing material misrepresentations with the intent that Plaintiff JANE DOE I would rely on them and submit for an interview for the 8 Minutes TV Program. In reasonable reliance upon the misrepresentations made by Defendants, Plaintiff JANE DOE I agreed to appear on the television show and sustained damages. Had Plaintiff JANE DOE I known the truth, she would not have agreed to appear on the television program.

50. Not knowing the truth, Plaintiff JANE DOE I justifiably relied on the misrepresentations of Defendant and waited weeks for the Defendants to perform as agreed upon. As a direct, foreseeable and proximate result of Plaintiff JANE DOE I's justifiable reliance on the misrepresentations of Defendants, Plaintiff JANE DOE I has suffered severe damages.

COUNT III: NEGLIGENT MISREPRESENTATION

51. Plaintiff JANE DOE I reaffirms and re-alleges paragraphs 1 to 50 as if fully set forth. Defendants provided information to Plaintiff JANE DOE I in the course of its business and/or in a transaction in which Defendants had a pecuniary interest. The information supplied to Plaintiff JANE DOE I was false; Defendants did not exercise reasonable care or competence in obtaining or communicating the information; Plaintiff JANE DOE I justifiably relied on the information and Plaintiff JANE DOE I suffered damages proximately caused by her reliance on the false information.

COUNT IV: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

52. Plaintiff JANE DOE I reaffirms and re-alleges paragraphs 1 to 51 as if fully set forth. Defendants acted intentionally or recklessly, in promising Plaintiff JANE DOE I that they would provide her with the rental/housing assistance, medical assistance and employment assistance that would enable her to abandon sex work. This conduct was extreme and outrageous. The acts of the Defendants caused Plaintiff JANE DOE I to suffer severe emotional distress to her and her family.

COUNT V: PROMISSORY ESTOPPEL

53. Plaintiff JANE DOE I reaffirms and re-alleges paragraphs 1 to 52 as if fully set forth. The Defendant made a number of promises to Plaintiff JANE DOE I relating to her appearance on the 8 Minutes program. Plaintiff JANE DOE I reasonably and substantially relied on these promises when appearing on the 8 Minutes program. That Plaintiff JANE DOE I would rely on Defendants' empty promises was patently foreseeable by Defendants. Alternatively, to the breach of oral contract claim, Plaintiff JANE DOE I pleads that the only way to avoid egregious injustice is to enforce the promises made by Defendants to Plaintiff

JANE DOE I's damages for the promissory estoppel claim include but are not limited to reliance damages, attorneys' fees, and interest.

COUNT VI: VICARIOUS LIABILITY

54. Plaintiff JANE DOE I reaffirms and re-alleges paragraphs 1 to 53 as if fully set forth. At all times material to this petition, Denise Mason was an employee or agent of Defendant Relativity and/or Defendant A&E. The acts of Mason fall within the course and scope of her employment with Defendant Relativity and/or Defendant A&E. Defendants are liable for the negligent acts and omissions of its employees under the doctrine of vicarious liability, or respondeat superior.

JANE DOE II

COUNT I: BREACH OF CONTRACT

55. Plaintiff JANE DOE II reaffirms and realleges paragraphs paragraphs 1 to 54 as if fully set forth. Plaintiff JANE DOE II entered into an agreement with Defendants whereby in exchange for rental/housing assistance, medical assistance and employment assistance, Plaintiff JANE DOE II would appear on the 8 Minutes television program. Plaintiff JANE DOE II fully performed her obligations under the agreement. Defendants breached their agreement by failing to provide any of the agreed upon assistance to Plaintiff JANE DOE II. Plaintiff JANE DOE II has sustained damages as a result of the breach.

COUNT II: FRAUDULENT INDUCEMENT

56. Plaintiff JANE DOE II reaffirms and realleges paragraphs 1 to 55 as if fully set forth. In addition to the matters incorporated from the general allegations above, Defendants

represented to Plaintiff JANE DOE II that in exchange for her appearance on the 8 Minutes program, Defendants would provide Plaintiff JANE DOE II with resources, including rental/housing assistance, medical assistance and employment assistance

57. At the time Defendants made the foregoing misrepresentations, they knew them to be false. In fact, at the time the representations were made, Defendants knew that they were not capable and/or had no intention of performing their promises as described to Plaintiff JANE DOE II.

58. Defendants made the foregoing material misrepresentations with the intent that Plaintiff JANE DOE II would rely on them and submit for an interview for the 8 Minutes TV Program. In reasonable reliance upon the misrepresentations made by Defendants, Plaintiff JANE DOE II agreed to appear on the television show and sustained damages. Had Plaintiff JANE DOE II known the truth, she would not have agreed to appear on the television program. Not knowing the truth, Plaintiff JANE DOE II justifiably relied on the misrepresentations of Defendants and waited weeks for the Defendants to perform as agreed upon. As a direct, foreseeable and proximate result of Plaintiff JANE DOE II's justifiable reliance on the misrepresentations of Defendants, Plaintiff JANE DOE II has suffered severe damages.

COUNT III: NEGLIGENT MISREPRESENTATION

59. Plaintiff JANE DOE II reaffirms and realleges paragraphs 1 to 58 as if fully set forth. Defendants provided information to Plaintiff JANE DOE II in the course of their business and/or in a transaction in which Defendants had a pecuniary interest. The information supplied to Plaintiff JANE DOE II was false; Defendants did not exercise reasonable care or

competence in obtaining or communicating the information; Plaintiff JANE DOE II justifiably relied on the information; and Plaintiff JANE DOE II suffered damages proximately caused by her reliance on the false information.

COUNT IV: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

60. Plaintiff JANE DOE II reaffirms and re-alleges paragraphs 1 to 59 as if fully set forth. Defendants acted intentionally or recklessly, in promising Plaintiff JANE DOE II that they would provide Plaintiff JANE DOE II with the rental/housing assistance, medical assistance and employment assistance that would enable her to abandon sex work. This conduct was extreme and outrageous. The acts of the Defendants caused Plaintiff JANE DOE II to suffer severe emotional distress to her and her family.

COUNT V: PROMISSORY ESTOPPEL

61. All factual allegations previously alleged are incorporated herein by reference. The Defendants made a number of promises to Plaintiff JANE DOE II relating to her appearance on the 8 Minutes program. Plaintiff JANE DOE II reasonably and substantially relied on these promises when appearing on the 8 Minutes program. That Plaintiff JANE DOE II would rely on Defendants' empty promises was patently foreseeable by Defendants. Alternatively, to the breach of oral contract claim, Plaintiff JANE DOE II pleads that the only way to avoid egregious injustice is to enforce the promises made by Defendants to Plaintiff JANE DOE II's damages for the promissory estoppel claim include but are not limited to reliance damages, attorneys' fees, and interest.

COUNT VI: INVASION OF PRIVACY

62. Plaintiff reaffirms and re-alleges paragraphs 1 to 61 as if fully set forth. Defendants by and through their agents intentionally intruded on the Plaintiff JANE DOE II's solitude, seclusion, or private affairs by televising Plaintiff JANE DOE II's face on a nationally televised show about prostitution. Without permission to show her face, such intrusion is highly offensive to a reasonable person.

COUNT VII: VICARIOUS LIABILITY

63. Plaintiff JANE DOE II reaffirms and re-alleges paragraphs 1 to 62 as if fully set forth. At all times material to this petition, "Kia" & "Sara" were employees or agents of Defendant Relativity and/or Defendant A&E. The acts of "Kia" & "Sara" fall within the course and scope of her employment with Defendant Relativity and/or Defendant A&E. Defendants are liable for the negligent acts and omissions of its employees under the doctrine of vicarious liability, or respondeat superior.

JANE DOE III

COUNT I: BREACH OF CONTRACT

64. Plaintiff JANE DOE III reaffirms and realleges paragraphs 1 to 63 as if fully set forth. On or about early January 2015, Plaintiff JANE DOE III entered into an agreement with Defendants whereby in exchange for her appearance on the 8 Minutes show she would receive monetary compensation. It was an a essential term of the contract that Plaintiff JANE DOE III's face would be blurred.

65. Plaintiff JANE DOE III fully performed her obligations under the agreement. Defendants breached their agreement by failing to blur out her face in the episode that

broadcasted nationally. Plaintiff JANE DOE III has sustained damages as a result of the breach.

COUNT II: FRAUDULENT INDUCEMENT

66. Plaintiff JANE DOE III reaffirms and realleges paragraphs 1 to 65 as if fully set forth. In addition to the matters incorporated from the general allegations above, Defendants represented to Plaintiff JANE DOE III that she could be comfortable in participation in the filming of the show because her face would be blurred so that there was no risk of her being recognized.

67. At the time Defendants made the foregoing misrepresentations, they knew them to be false. In fact, at the time the representations were made, Defendants knew that they had no intention of performing its promises as set described to Plaintiff JANE DOE III.

68. Defendants made the foregoing material misrepresentations with the intent that Plaintiff JANE DOE III would rely on them and submit for an interview for the national TV Program. In reasonable reliance upon the misrepresentations made by Defendants, Plaintiff JANE DOE III agreed to appear on the television show and sustained damages. Had Plaintiff JANE DOE III known the truth, she would not have agreed to appear on the television program. Not knowing the truth, Plaintiff JANE DOE III justifiably relied on the misrepresentations of Defendants and ended up showing her face on national TV. As a direct, foreseeable and proximate result of Plaintiff JANE DOE III's justifiable reliance on the misrepresentations of Defendant, Plaintiff JANE DOE III has suffered severe damages.

COUNT III: NEGLIGENCE MISREPRESENTATION

69. Plaintiff JANE DOE III reaffirms and re-alleges paragraphs 1 to 68 as if fully set forth. Defendants provided information to Plaintiff JANE DOE III in the course of her business and/or in a transaction in which Defendants had a pecuniary interest; The information supplied to Plaintiff JANE DOE III was false; Defendants did not exercise reasonable care or competence in obtaining or communicating the information; Plaintiff JANE DOE III justifiably relied on the information; and Plaintiff JANE DOE III suffered damages proximately caused by her reliance on the false information.

COUNT IV: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

70. Plaintiff JANE DOE III reaffirms and re-alleges paragraphs 1 to 69 as if fully set forth. Defendants acted intentionally or recklessly, in promising Plaintiff JANE DOE III that her face would be blurred out if she appeared on the 8 Minutes television program. This conduct was extreme and outrageous. The acts of the Defendants caused the Plaintiff JANE DOE III to suffer severe emotional distress to her and her family.

COUNT V: INVASION OF PRIVACY

71. Plaintiff JANE DOE III reaffirms and re-alleges paragraphs 1 to 70 as if fully set forth. Defendants by and through their agents intentionally intruded on the Plaintiff JANE DOE III's solitude, seclusion, or private affairs by televising Plaintiff JANE DOE III's face on a nationally televised show about prostitution without permission to show her face. Such intrusion is highly offensive to a reasonable person.

COUNT VI: VICARIOUS LIABILITY

72. Plaintiff JANE DOE III reaffirms and re-alleges paragraphs 1 to 71 as if fully set forth. At all times material to this petition, "Nicole" was an employee or agent of

Defendant Relativity and/or Defendant A&E. The acts of “Nicole” fall within the course and scope of her employment with Defendant Relativity and/or Defendant A&E. Defendants are liable for the negligent acts and omissions of its employees under the doctrine of vicarious liability, or respondeat superior.

**VII.
CONDITIONS PRECEDENT**

73. All notices and other conditions precedent to Plaintiffs' right to recover herein have been performed or have occurred.

**VIII.
ATTORNEY'S FEES**

74. Plaintiffs seek all reasonable and necessary attorneys' fees in this case, which include the following:

- (a) preparation and trial of this lawsuit;
- (b) post-trial, pre-appeal legal services;
- (c) an appeal to the Court of Appeals;
- (d) making or responding to an application for writ of error to the Supreme Court of Texas;
- (e) an appeal to the Supreme Court of Texas in the event application for writ of error is granted; and

- (f) post-judgment discovery and collection in the event execution on the judgment is necessary.

**IX.
ALTERNATIVE ALLEGATIONS**

75. To the extent any allegation in the FACTS or CAUSES OF ACTION sections that precede are inconsistent with any other allegation, such inconsistent allegations are plead in the alternative pursuant to Texas Rule of Civil Procedure 48. Further, Plaintiffs reserve the right to amend and/or supplement this petition as the case progresses and further factual information is obtained.

**X.
DAMAGES**

76. As a direct and/or producing cause of Defendants' wrongful conduct described herein, Plaintiffs have suffered the following damages:

- (a) Actual damages;
- (b) Benefit of the bargain damages
- (c) Reliance damages
- (d) Damages for mental anguish
- (e) Exemplary damages;
- (f) Attorneys' fees in pursuing the actions brought herein against Defendants;
- (g) Pre-judgment interest as provided by law;
- (h) Post-judgment interest as provided by law;

- (i) Costs of suit;
- (j) Such other and further relief to which Plaintiffs may be justly entitled

**XI.
REQUEST FOR DISCLOSURE**

77. Under Texas Rule of Civil Procedure 194, Plaintiffs request that Defendants disclose, within 50 days of the service of this request, the information or material described in Rule 194.2 (a)-(i).

**XII.
PRAYER**

78. WHEREFORE, PREMISES CONSIDERED, Plaintiffs request that Defendants be cited to appear and answer and that on final trial, Plaintiffs recover of and from Defendants actual damages as set forth herein, reliance damages, exemplary damages, attorney's fees, costs of court, pre-judgment and post-judgment interest, as allowed by law and such other and further relief to which they may be justly entitled.

Respectfully submitted,

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