

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN
AND FOR ORANGE COUNTY, FLORIDA

DONG FENG ZHOU, individually
and on behalf of all others similarly
situated, and SHIYING PENG,
individually and on behalf of all
others similarly situated,

Plaintiffs,

CASE NO: 2014-CA-010113-O

Div.: 35

v.

FCNH, Inc., a Florida for profit
corporation, d/b/a FLORIDA
COLLEGE OF NATURAL HEALTH;
STEINER EDUCATION GROUP, Inc.,
a Florida for profit corporation;
STEINER U.S. HOLDINGS, Inc., a
Florida for profit corporation; and
STEINER LEISURE LIMITED, a
Commonwealth of the Bahamas
corporation;

Defendants.

_____ /

AMENDED CLASS REPRESENTATION COMPLAINT

COME NOW, Dong Feng Zhou and Shiyong Peng, on behalf of themselves and all other persons similarly situated, by and through their undersigned attorney, and sue the Defendants, FCNH, Inc., d/b/a Florida College of Natural Health, Steiner Education Group, Inc., Steiner U.S. Holdings, Inc., and Steiner Leisure Limited, hereinafter referred to as "Defendants," in this Amended Class Representation Complaint ("Complaint" herein), which refers back in time to the filing of the original Class Representation Complaint, and state:

JURISDICTION AND VENUE

1. The amount in controversy is in excess of \$15,000, exclusive of attorney's fees, interest and costs, or for equitable relief within the jurisdiction of this Court, as further stated within each count.

2. Plaintiff, Dong Feng Zhou, is and was a resident of Orange County, Florida, at all relevant times hereto.

3. Plaintiff, Shiyong Peng, is and was a resident of Broward County, Florida, at all relevant times hereto.

4. Defendant, FCNH, Inc., is a Florida for profit corporation which has or usually keeps an office for transaction of its customary business located in Orange County, Florida. Its Registered Agent is Corporation Service Company, 1201 Hayes Street, Tallahassee, Florida 32301. It lists its official mailing address as 770 South Dixie Highway, Suite 200, Coral Gables, Florida 33146.

5. Defendant, FCNH, Inc., does business as Florida College of Natural Health ("FCNH"). It owns and operates a school in Orange County, Florida, known as Florida College of Natural Health Orlando. Defendant FCNH, Inc., is a wholly owned subsidiary of Defendant Steiner Education Group, Inc., a Florida for profit corporation.

6. Defendant Steiner Education Group, Inc., has its principal place of business in Coral Gables, Florida. Its Registered Agent is Corporation Service Company, 1201 Hayes Street, Tallahassee, Florida 32301. Its principal place of business is listed as 770 South Dixie Highway, Suite 200, Coral Gables, Florida 33146. Defendant Steiner Education Group, Inc., is a wholly owned subsidiary of Defendant Steiner U.S. Holdings, Inc., a Florida for profit corporation.

7. Defendant Steiner U.S. Holdings, Inc., has its principal place of business in Coral Gables, Florida. Its Registered Agent is Corporation Service Company, 1201 Hayes Street, Tallahassee, Florida 32301. Its principal place of business is listed as 770 South Dixie Highway, Suite 200, Coral Gables, Florida 33146.

8. Defendant Steiner Leisure Limited is a Commonwealth of the Bahamas corporation. It does sufficient business in Florida so as to have minimum contacts with Florida for the purpose of jurisdiction and venue. Defendant Steiner U.S. Holdings, Inc., is a wholly owned subsidiary of Steiner Leisure Limited.

9. The four (4) corporate defendants named above in Paragraphs 4 through 8 shall collectively be referred to collectively as the "Steiner Defendants."

10. Jurisdiction is proper under Section 48.193, Florida Statutes, in that Defendants operated, conducted, engaged in, or carried on a business or business venture in this State, have an office or agency in this State, have committed torts in this State and have breached a contract in this State by failing to perform acts required by the contract to be performed here, among others.

11. All relief is sought against Defendants, each of whose conduct forms a significant part of the claims asserted by the proposed Plaintiff Class, with principal damages accruing to each member of the Class incurring in the State of Florida.

12. Venue is proper under Section 47.051, Florida Statutes, in that Defendant, FCNH, Inc., d/b/a Florida College of Natural Health, is a Florida for profit corporation, which has, or usually keeps, an office for transaction of its customary business, located in Orange County,

Florida. Additionally, the tortious acts set forth in this Complaint took place in or the damages therefrom occurred, in part, in Orange County, Florida.

13. During the three (3) year period preceding the filing of this class action, no other class action has been filed asserting the same or similar factual allegations against Defendants on behalf of Plaintiffs Ms. Zhou, Ms. Peng, or the same or other persons.

14. All conditions precedent to this action have been performed, satisfied or waived.

ALLEGATIONS COMMON TO ALL COUNTS

Florida College Defendants Are Alter Egos and Legally the Same

15. Each wholly owned subsidiary corporation named in paragraphs 4 through 8 above is a mere instrumentality of the parent corporation, Steiner Leisure Limited.

16. Defendants FCNH, Inc., Steiner Education Group, Inc., Steiner U.S. Holdings, Inc., and Steiner Leisure Limited (the "Steiner Defendants"), are all operating as one closely-knit operation. The Steiner Defendants hold themselves out to the public as a single enterprise. They are each alter egos of the other.

17. For example, Defendant Steiner Education Group, Inc.'s website refers to Defendant Steiner Leisure Limited as its parent company. Defendant Steiner Education Group, Inc.'s website advertises that there are prospective job opportunities with Defendant Steiner Leisure Limited upon completion of education provided for by Defendant Steiner Education Group.

18. Another example is the fact that Mr. Leonard I. Fluxman, a Director and the President of Defendant Steiner Leisure Limited, is also a Director of and the President of

Defendant FCNH, Inc. He is Director and the President of Defendant Steiner Education Group, Inc. He is Director and the President of Defendant Steiner U.S. Holdings, Inc.

19. Defendant FCNH, Inc., Defendant Steiner Education Group, Inc., and Defendant Steiner U.S. Holdings, Inc., all share the same Secretary, Vice President, President, Directors and Financial Officer.

20. Mr. Robert Boehm, Vice-President and General Counsel for Steiner Leisure Limited, is also Vice-President and General Counsel for Steiner U.S. Holdings, Inc. He is also Vice-President and General Counsel for Steiner Education Group, Inc. He is also Vice-President and General Counsel for FCNH, Inc.

21. Mr. Robert Boehm, Vice-President and General Counsel for Steiner Leisure Limited publicly admitted that the parent corporation (Steiner Leisure Limited) and its wholly owned subsidiaries share employees. He stated in an interview with the Sun Sentinel newspaper about the facts which give rise to this suit: "We had a rogue employee." (Emphasis added.)

22. Defendant Steiner Education Group, a for-profit business entity, owns for-profit schools which educate individuals in certain trades such as massage therapy. These individuals are then hired by Defendant Steiner Leisure Limited, or one of its subsidiaries, to work on its cruise ships, resorts, and spas.

23. Individuals pay to receive training from Defendant Steiner Education Group, which then in turn, provides a trained staff for Defendant Steiner Leisure Limited and its subsidiaries.

24. Defendant Steiner Leisure Limited created the other Florida College Defendants as wholly owned subsidiaries in an attempt to circumvent statutes that prohibit monopolies in order to perpetuate a monopoly in the beauty and spa industry.

25. Defendant, Melissa Wade, at all times material hereto, was the Vice President of Compliance and Institutional Effectiveness for Defendant Steiner Education Group. Even though she is an officer, employee and agent of Steiner Education Group, at all times relevant hereto, she acted on behalf of FCNH, Inc., and Steiner U.S. Holdings, Inc., in the matters set forth herein, spoke and testified in legal proceedings in their behalf and held herself out as their agent.

Licensing of Massage Therapists in Florida

26. The Florida Board of Massage Therapy is a professional board that falls under the Florida Department of Health. The agency head for the Florida Department of Health is the Florida Surgeon General.

27. To become licensed as a massage therapist in Florida, the applicant must submit an application to the Florida Department of Health. The Florida Department of Health then processes the application and forwards it to the Florida Board of Massage Therapy for final review and approval.

28. Florida Administrative Code (F.A.C.) Rules governing the education, licensure and discipline of massage therapists in Florida are proposed and enacted by the Florida Board of Massage Therapy.

29. At all times relevant to this action, in order to become a licensed massage therapist (LMT) in Florida, an individual must have completed a course of study at a massage therapy school approved by the Florida Board of Massage Therapy, with certain qualifications and exceptions.

30. Rule 64B7-32.003 of the Florida Administrative Code (F.A.C.), effective at the time these causes of action arose, specified that an applicant for a Florida massage therapy license could meet the educational requirements through a course of study at an out-of-state school.

31. Such out-of-state schools were required to meet certain requirements promulgated by the Florida Board of Massage Therapy.

32. Such studies at an out-of-state school could be used to satisfy licensure requirements only if the course credits were transferred to and accepted by an in-state school that had been approved by the Florida Board of Massage Therapy.

33. Defendant FCNH, Inc., was a Florida Board of Massage Therapy approved school at all relevant times.

34. Defendant FCNH, Inc., was approved by the Florida Board of Massage Therapy to accept the transfer of course credits from out-of-state massage therapy schools and convert them to FCNH credits. Such credits could then be used by an applicant to fulfill Florida licensing requirements.

35. Plaintiffs and Putative Class Members (hereinafter "Plaintiffs") had previously completed the educational course requirements for massage therapy from out-of-state massage therapy schools that were properly approved and accredited in the states where they were located.

36. Plaintiffs then contacted Defendant FCNH, Inc., to transfer the credits from the out-of-state schools to FCNH.

Background of the Plaintiffs

37. Plaintiffs were each originally of foreign national origin. In each case they had immigrated to the United States and undertaken education as a massage therapist at an appropriately approved and accredited school in a state other than Florida.

38. In each case, English was a second language to the Plaintiff, and Plaintiff had some difficulty with the English language.

39. Each Plaintiff learned of the Florida College of Natural Health through advertisements they read, conducting research online which was placed by the Steiner Defendants, or received recommendations to recommendations to Florida College of Natural Health from the faculty where they were then taking massage therapy courses.

40. Each Plaintiff desired to become a licensed massage therapist in Florida.

41. Each Plaintiff spoke English poorly or with a heavy foreign accent, and therefore, could be easily identified as a foreign student.

42. Each Plaintiff contacted a campus of the Florida College of Natural Health seeking to enroll and transfer their out-of-state massage therapy college credits to Florida College of Natural Health.

Glenda Johnson, Registrar and Agent of FCNH, Inc.

43. Each Plaintiff was directed by an employee of FCNH, upon contacting the FCNH Fort Lauderdale campus (actually located in Pompano, Florida), to consult with the school's Registrar, Glenda Johnson.

44. Glenda Johnson was a long-time employee of FCNH. She had an office near the front of one of FCNH's buildings where FCNH staff offices were located and in which Florida College of Natural Health courses were taught.

45. Glenda Johnson had been given the ability by FCNH, Inc., to enroll students, to evaluate and transfer in course credits from out-of-state schools, to issue transcripts, to issue certificates of course completion and diplomas in the name of FCNH, and to use the FCNH official raised seal to endorse documents on behalf of FCNH. She also was given complete, unfettered access by FCNH to official school forms such as diplomas and course completion certificates, transcripts, official letterhead, envelopes and federal express accounts, school enrollment contracts and applications, student records (both paper files and computerized files) and to the official raised school seal used to emboss official school documents.

46. Ms. Johnson routinely evaluated Plaintiffs' credentials, transcripts, diplomas and other documents and advised Plaintiffs that FCNH would transfer the credits earned by Plaintiffs from the out-of-state massage therapy schools and convert them to FCNH course credits, as was permitted by Florida Statutes and Board of Massage Therapy enacted F.A.C. Rules.

47. Because each Plaintiff spoke English poorly or with a heavy foreign accent, Glenda Johnson could easily identify them to victimize them.

48. Glenda Johnson consulted with each Plaintiff, or their representative, privately, in her office inside of a Florida College of Natural Health building or over the phone using FCNH's phone system.

49. Glenda Johnson had each Plaintiff produce their official transcripts, diplomas and other credentials from their out-of-state colleges, enrolled them in FCNH and took fees ranging from \$400 to \$560 from each Plaintiff as their admission fee or course fees.

50. In each case, the Plaintiff believed that he or she was being properly enrolled by the Florida College of Natural Health.

51. In each case, the Plaintiff reposed trust in Glenda Johnson as an official representative and agent of the Florida College of Natural Health and entrusted her to provide the correct guidance and instruction to them.

52. In each case, the Plaintiff sought to enroll as a student at FCNH.

53. In each case, the Plaintiff presented a legitimate transcript from an out-of-state school and had it evaluated for transfer credits to FCNH by Ms. Johnson.

54. In each case, the Plaintiff completed all of the necessary requirements, as instructed by Ms. Johnson, in order to register as a student at FCNH.

55. In each case, Ms. Johnson evaluated the transcripts from the out-of-state school and completed FCNH forms and Florida Department of Health forms to have the credits transferred to FCNH and to have FCNH give the student appropriate credits for their out-of-state courses.

56. In each case, Ms. Johnson advised Plaintiffs that additional mandatory courses were also required and that they could take them and receive credits for them through FCNH. The courses included Prevention of Medical Errors, Florida Laws and Rules, and HIV/AIDS Awareness.

57. In each case Ms. Johnson calculated the amount of fees stated by her to be due from the Plaintiff for the enrollment, transfer of credits and for the additional mandatory courses, using FCNH's approved forms.

Glenda Johnson as "Rogue Registrar"

58. In each case, the Plaintiff paid Ms. Johnson the required fees that she stated were due to FCNH for registration in FCNH and for the additional courses. In each case, the fees were paid by the Plaintiff, with Ms. Johnson issuing a receipt to the Plaintiff for the payment.

59. In each case, Ms. Johnson, either provided the Plaintiffs with the required course materials, or instructed them on where to obtain the required course material.

60. Ms. Johnson told the Plaintiffs that the required courses were home-study courses or she took them to classrooms in a FCNH building and told them to sit in the class rooms or attend classes and study.

61. The Plaintiffs followed Ms. Johnson's instructions and studied the course materials.

62. Ms. Johnson then issued diplomas or certificates of completion to the Plaintiffs for the courses which they studied and for the transfer of credits for which they had paid.

63. Additionally, Ms. Johnson assisted each Plaintiff in completing applications to the Florida Department of Health to become licensed massage therapists in Florida. She forwarded copies of transcripts, certificates of completion and transfer credit reports from FCNH on behalf of Plaintiffs to the Florida Department of Health from FCNH, Inc., using FCNH, Inc., envelopes and postage or using the FCNH, Inc. Federal Express account.

64. All documents on behalf of each Plaintiff were issued by Ms. Johnson, acting as FCNH's Registrar and agent.

65. Ms. Johnson's signature as FCNH Registrar and FCNH's official raised seal were on all documents submitted by her on behalf of FCNH to the Florida Department of Health for each Plaintiff.

66. Based on the documents that Ms. Johnson issued from FCNH and which she submitted to the Florida Department of Health, it (the Florida Department of Health) issued legitimate Florida massage therapy licenses to each Plaintiff after reviewing the application and documents submitted.

67. Then unknown to the Plaintiffs, Ms. Johnson either failed to enroll each Plaintiff in FCNH or later destroyed the records of their enrollment at FCNH.

68. Then unknown to the Plaintiffs, Ms. Johnson was not turning over the fees the Plaintiffs paid; instead, Ms. Johnson was stealing the fees.

69. Then unknown to the Plaintiffs, in many cases, Ms. Johnson was creating and submitting false documents to the Florida Department of Health on their behalf.

70. The Plaintiffs had no reason to doubt Ms. Johnson as she was the school's official Registrar since they: 1) either met her in an office on FCNH's campus or contacted her through FCNH's phone system, 2) she carried out all acts on FCNH property, and 3) they obtained their Florida massage therapist licenses as a result of her actions.

71. Ms. Johnson was allowed to continue this course of conduct at FCNH for at least six (6) years, from approximately 2006 through 2012.

The Cover Up of Ms. Johnson's Crimes by the Defendants

72. In 2012, FCNH began an investigation into Ms. Johnson, after discovering that some massage therapists had obtained transcripts and certificates of completion from FCNH, but were not listed in FCNH's records as ever having been enrolled as students.

73. The investigation by the Defendants revealed that Ms. Johnson accepted money from the Plaintiffs, told the Plaintiffs that she was enrolling them in FCNH, issued FCNH documents to the Plaintiffs and then stole the money the Plaintiffs paid.

74. When officials of FCNH and its parent corporation Steiner Education Group, Inc., including Melissa Wade and General Counsel Robert Boehm, discovered Ms. Johnson's fraudulent and wrongful conduct, they did not report Ms. Johnson's wrongdoing to any police authorities or other criminal law enforcement agency. They did not report Ms. Johnson's theft of fees and forgery of FCNH documents to law enforcement. They did not report Ms. Johnson's theft and forgery of FCNH diplomas, certificates and other documents to law enforcement.

75. FCNH and the programs in which it provides instruction must be accredited by national accrediting organizations, in order to be approved by the Florida Department of Health and the Florida Board of Massage Therapy.

76. The FCNH schools in Florida are accredited by the Florida Department of Education and the Accrediting Commission of Career Schools and Colleges.

77. The massage therapy program of FCNH is accredited by the Commission on Massage Therapy Accreditation.

78. In order to maintain its good standing and accreditation with its national accreditation organizations, FCNH is required to notify the accreditation body when misconduct of the type committed by Glenda Johnson is discovered.

79. FCNH did not report its findings to any of its accreditation or credentialing organizations.

80. FCNH failed to do this because it was afraid it would jeopardize its good standing and possibly lose its accreditation with the national accreditation agencies and its approval by the Florida Board of Massage Therapy.

81. FCNH reported its findings only to the Florida Department of Health.

82. The Florida Surgeon General is the head of the Florida Department of Health.

83. FCNH purposely distorted the facts to mislead the Florida Surgeon General, Florida Department of Health and Florida Board of Massage Therapy, for the purpose of protecting its status with the Florida Department of Health and Florida Board of Massage Therapy.

84. FCNH falsely led the Florida Surgeon General, Florida Department of Health and Florida Board of Massage Therapy to believe that the massage therapists who are the Plaintiffs in this case were actually part of a human slave trafficking ring.

85. FCNH falsely advised the Florida Surgeon General, Florida Department of Health and Florida Board of Massage Therapy, that the massage therapists who are Plaintiffs in this case knew of what Glenda Johnson was doing and were intentionally purchasing forged diplomas and forged certificates from her, knowing that they were forged.

86. By falsely misrepresenting what had occurred, FCNH was attempting to blame the victims of Glenda Johnson's crime, the Plaintiffs herein, so that FCNH would not be held responsible.

87. The Plaintiffs believe that Melissa Wade and Robert Boehmer, did this with the full knowledge of the other officers and directors of the Steiner Defendants.

88. The Plaintiffs believe that they did this in part knowing that each Plaintiff was of foreign national origin, spoke English as a second language, did not speak English very well, had limited knowledge of the U.S. legal system and, thus, were unlikely to be able to adequately be bale to defend themselves against such allegations.

89. The Florida Department of Health provided Plaintiffs' names to the Defendants.

90. The Florida Department of Health, acting through at least one of its employed investigators, then prepared hundreds of identical affidavits naming each Plaintiff. These affidavits were to be sworn to and signed by Melissa Wade, Vice President of Compliance and Institutional Effectiveness for Steiner Education, swearing under oath that FCNH had no evidence of each Plaintiff's attending FCNH.

91. The Florida Department of Health brought Melissa Wade hundreds of affidavits within a very short period of time. The affidavits were each prepared by and notarized by the same Florida Department of Health investigator.

92. Defendants knew that the Florida Department of Health would then use these affidavits for the purpose of commencing disciplinary action against the Plaintiffs, including suspension of their massage therapist licenses and possibly revocation of their massage therapist licenses.

93. Defendants wrongfully and knowingly failed to contact the Plaintiffs or attempt to work with them to correct the results of Glenda Johnson's actions.

94. Defendants wrongfully and knowingly failed to attempt to remediate the damages to the Plaintiffs caused by Glenda Johnson's actions.

95. Instead, the Defendants blamed the victims of Glenda Johnson's wrongful conduct, in an effort to cover up their own negligence and derelictions.

96. The Florida Surgeon General, head of the Florida Department of Health, issued emergency suspension orders on each Plaintiff's massage therapy license based on Melissa Wade's affidavits. More than 200 such emergency suspension orders were issued based on Melissa Wade's affidavits.

97. In addition, other Plaintiffs who were not the subject of an emergency suspension order had investigations opened against their license by the Florida Department of Health based on Melissa Wade's affidavits.

98. In addition, based on the false information given to him by the Defendants, the Florida Surgeon General made speeches and issued press releases, falsely describing the incident as one that was the result of "human slave trafficking." Plaintiffs, who were legitimate health professionals, who were independent working business men and women, and many who owned their own businesses ,were falsely labeled as participants in human slave trafficking.

99. Each of the Plaintiffs in this case had an emergency suspension order issued against her or him by the Florida Surgeon General. The emergency suspension order suspended the massage therapist license, thereby eliminating the Plaintiffs' ability to work as a massage therapist in Florida.

100. This directly caused each Plaintiff the loss of professional income, in some cases for as long as a year and a half.

101. Due to the large number of licensed massage therapists involved, local law enforcement agencies began harassing Plaintiffs and their businesses, believing that they were involved in human slave trafficking.

102. The Florida Department of Health eventually issued administrative complaints against Plaintiffs beginning in October 2012.

103. Plaintiffs had either to defend against the administrative action commenced against them at a formal administrative hearing (trial), thus incurring significant attorney's fees and costs, or to voluntarily relinquish their Florida massage therapist licenses.

104. On information and belief, prosecuting Department of Health attorneys in the administrative actions were instructed by the Florida Surgeon General to not engage in any settlement negotiations in these cases, since the Plaintiffs were thought to be criminals, human slave traffickers and purchasers of fraudulent documents. As a result, the attorneys' prosecutorial discretion and ethical duties as government attorneys were usurped by the Florida Surgeon General.

105. During the course of the administrative proceedings it was discovered that Melissa Wade had to "retract" at least seven (7) of the affidavits sworn to by her and submitted to the Florida Department of Health, because they contained false information on massage therapists that had actually attended Florida College of Natural Health.

106. As the direct result of the actions of Glenda Johnson, Melissa Wade, Robert Boehm and other employees and agents of FCNH and Steiner, Plaintiffs were injured.

107. Plaintiffs were accused of wrongdoing, their massage therapy licenses were suspended, they could no longer practice their chosen profession of massage therapy in the state of Florida, they lost their jobs and income, they were investigated, and they incurred legal expenses and costs in defending themselves, among other damages.

108. Plaintiffs only discovered the foregoing facts after November 1, 2012, during the course of depositions and discovery while defending themselves in the administrative hearings which were held.

109. As of the date of the depositions of Ms. Wade taken in 2013, Ms. Johnson had not been arrested or prosecuted for her criminal acts in this matter.

110. As of the depositions of Melissa Wade taken in 2013, the Defendants had not made a report of these matters to their accrediting organizations.

111. As of this date of filing, the Defendants have not made or offered to make a refund the fees paid by the Plaintiffs to Glenda Johnson.

112. As of this date, the Defendants have not offered to allow the Plaintiffs to take or make up any courses with the Defendants that the Plaintiffs were otherwise required to take but did not because of Ms. Johnson's wrongful acts.

CLASS ALLEGATIONS

113. Pursuant to Rule 1.220(a)(1), (2), (3), and (4) and Rule 1.220(b)(3), Florida Rules of Civil Procedure, Plaintiffs bring this class action against Defendants.

I. Numerosity (Rule 1.220(a)(1))

114. The class sought to be certified is defined as:

All individuals of foreign national origin who contacted the Florida College of Natural Health (hereinafter FCNH), either personally or through a representative, in order to transfer credits from out-of-state massage therapy schools, who were told by FCNH's agent Glenda Johnson to pay the required fees, were instructed by her to study for additional required courses by FCNH's agent, were given certificates of completion of such courses, who reasonably relied on representations made by FCNH's agent concerning such courses, who applied for massage therapy licenses in the state of Florida using documents received from FCNH, whose massage therapist licenses were subsequently subject to an emergency suspension order, or who were given notice that their licenses were under investigation by the Florida Department of Health or who were prosecuted through an administrative complaint issued by the Florida Department of Health (the "Class").

115. The members of the Class are so numerous that separate joinder of each member is impracticable. Upon information and belief, and subject to Class discovery, the Class consists of hundreds of licensed massage therapists who applied to FCNH in order to transfer out-of-state school credits and obtain the necessary additional mandatory courses. Upon information and belief, and subject to discovery, the Class consists of approximately two-hundred (200) members who contacted FCNH, paid the required fees to FCNH's Registrar, studied for the additional mandatory courses as instructed by FCNH's Registrar, were issued certificates of completion by FCNH, whose money was stolen by FCNH's Registrar, and whose licenses were subsequently subject to: 1) an emergency suspension order suspending their Florida massage therapist license, 2) to an investigation commenced by the Florida Department of Health, or 3) to an administrative complaint issued by the Florida Department of Health.

II. Commonality (Rule 1.220(a)(2))

116. There are numerous questions of law and fact that are common to the claim of Plaintiffs. Among these common questions of law and fact are the following:

- A. Whether FCNH had reason to know that Ms. Johnson was taking the fees paid by the Plaintiffs and keeping it for herself?
- B. Whether FCNH had reason to know that Plaintiffs were paying registration monies and were either given, or instructed on where to obtain, course materials for the additional mandatory courses at FCNH without actually being registered or enrolled at FCNH?
- C. Whether FCNH had reason to know that certificates of completion of courses and diplomas were being issued by Ms. Johnson without registering Plaintiffs as students?
- D. Whether Ms. Wade's actions were wrongful and tortious when she failed to provide information concerning Ms. Johnson's actions to the appropriate authorities and conducted a subsequent cover-up by providing affidavits to the Florida Department of Health concerning enrollment of Plaintiffs in FCNH, without first verifying the information given to her by the Florida Department of Health?
- E. Whether FCNH was negligent in failing to provide the proper checks and balances in order to ensure Ms. Johnson's proper execution of her duties?

- F. Whether FCNH was negligent in failing to properly account for its official forms such as diplomas, course completion certificates, transcripts and other official college forms?
- G. Whether FCNH was negligent in failing to properly supervise its employees such as Glenda Johnson in allowing her to enroll, unenroll, graduate, certify course completions, issue transcripts when course had not been taken and students had not actually been enrolled, and destroy registration forms and records?
- H. Whether FCNH was negligent in allowing Glenda Johnson to use its official seal to emboss forms and records prepared by her without any accountability or auditing of such? G. Whether FCNH was responsible for Ms. Johnson's actions as its agent?
- I. Whether FCNH was responsible for Ms. Wade's actions as its agent?
- J. Whether Steiner Education Group, Inc., Steiner U.S. Holdings, Inc., and Steiner Leisure Limited may all be held responsible for actions performed by FCNH, Inc. through its agents?
- K. Whether the actions and conduct of Defendants constitute a violation of Florida Deceptive and Unfair Trade Practices Act ("FDUPTA")?
- L. Whether Plaintiffs and the Class Members have been damaged within the meaning of FDUTPA?
- M. Whether the actions and conduct of Defendants constitute negligence?

- N. Whether Plaintiffs and the Class Members have been damaged as a result of Defendants' negligence?
- O. Whether the actions and conduct of Defendants constitute negligent supervision?
- P. Whether Plaintiffs and the Class Members have been damaged as a result of Defendants' negligent supervision of employees?
- Q. Whether the actions and conduct of Defendants constitute negligent retention of employees?
- R. Whether Plaintiffs and the Class Members have been damaged as a result of Defendants' negligent retention of employees?
- S. Whether the actions and conduct of Defendants constitute a breach of an implied-in-fact contract?
- T. Whether Plaintiffs and the Class Members have been damaged as a result of Defendants' breach of an implied-in-fact contract?
- U. Whether the actions and conduct of Defendants constitute a breach of an implied-in-law contract?
- V. Whether Plaintiffs and the Class Members have been damaged as a result of Defendants' breach of an implied-in-law contract?
- W. Whether the actions and conduct of Defendants constitute a breach of a fiduciary duty?
- X. Whether Plaintiffs and the Class Members have been damaged as a result of Defendants' breach of fiduciary duty?

- Y. Whether the actions and conduct of Defendants constitute an intentional infliction of severe emotional distress?
- Z. Whether Plaintiffs and the Class Members have been damaged as a result of Defendants' intentional infliction of emotional distress?

III. Typicality (Rule 1.220(a)(3))

117. Plaintiffs' claims are typical of the claims of the Class Members in that each Class Member has suffered damages arising from FCNH's failure to properly register and enroll them, failure to give them proper instructions concerning additional mandatory course requirements, failure to report its agent's wrongful conduct to the appropriate authorities, failure to set up proper checks and balances within its organization, failure to properly screen its employees before hiring them, failure to properly supervise its employees, and failure to perform research concerning registration before providing affidavits to the Department of Health, among others.

118. The proposed class representatives state claims for which relief can be granted that are typical of the claims of absent Class Members. If litigated individually, the claims of each Class Member would require proof of the same material and substantive facts, relying upon the same remedial theories, and seeking the same relief.

IV. Adequacy of Representation (Rule 1.220(a)(4))

119. Plaintiffs are an adequate representation of the Class and will fairly and adequately protect the interests of the Class. Plaintiffs are committed to the vigorous prosecution of this action and have retained competent counsel, experienced in complex litigation, and specialize in

health law, to represent them and the Putative Class. There is no hostility of interest between Plaintiffs and the unnamed Class Members.

120. Plaintiffs anticipate no difficulty in the management of this litigation as a Class Action. The law firm chosen by Plaintiffs is recognized as having extensive experience in advocating for licensed health professionals. Plaintiffs and their counsel have the financial and legal resources to meet the substantial costs and legal issues associated with this type of litigation.

121. The questions of law or fact common to the claims of Plaintiffs and common to the claims of each Class Member predominate over any question of law or fact affecting only individual members of the Class and class representation is superior to other available methods for the fair and efficient adjudication of this controversy.

122. There are no particular and overriding interests of any Class Member in individually controlling the prosecution of a separate claim. Upon information and belief, there is no pending litigation of which any Class Member is a party and in which any question of law or fact asserted in this action is or will be adjudicated.

123. There are no obvious or apparent difficulties likely to be encountered in the management of the claims of the Class Members.

124. There are no individualized aspects of the claim that would outweigh the common issues of the Class. Each Class Member bases his or her claim on essentially the same documents, acts, and promises. Further, there are no individualized aspects of any transaction involving issues of reliance that would defeat predominance. Class treatment is a superior method for resolving this controversy in that it would permit the presentation of identical claims of multiple members

to the Court and avoid the repetition of identical trials over a period of years. The burden on the court system will be greatly reduced and judicial efficiency increased through class treatment.

125. Any defenses asserted by Defendants will be very similar, if not identical, as to Plaintiffs and Class Members. It would be impractical to assert these claims and defenses in separate litigation.

COUNT I

NEGLIGENT SUPERVISION OF EMPLOYEES

126. This Count is a cause of action for damages for negligent supervision of employees by the Defendants within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

127. Plaintiffs and Class Members reallege and reincorporate Paragraphs 1 through 125 above as though fully set forth herein.

128. Glenda Johnson had access to and control over registration of new students at FCNH, official FCNH documents such as diplomas and certificates of completion, the ability to register, include or delete students from the records of FCNH, the official embossed seal of FCNH, and the ability to privately consult with and take money from prospective students such as Plaintiffs.

129. FCNH took no action to directly supervise, monitor or audit the activities of Ms. Johnson or her use of the official documents and seal of FCNH.

130. FCNH was negligent in failing to more closely supervise and monitor the activities of Glenda Johnson.

131. FCNH knew or should have known that its negligence could lead to the misuse of its documents, seal and records systems.

132. FCNH knew or should have known that Glenda Johnson was abusing her position to steal fees paid by students such as the Plaintiffs and that she was in a position to issue false diplomas and certificates, enroll and unenroll students and to delete or destroy enrollment records.

133. Defendants had a duty to properly supervise Glenda Johnson, having placed her in a position in which she could conduct the illegal and wrongful activities set forth herein for a period of at least six (6) years.

134. As a direct result of FCNH's negligence, Glenda Johnson committed theft, embezzlement, misrepresentation, forgery and other crimes against Plaintiffs and against FCNH, while in her official position as FCNH Registrar.

135. Defendants breached their duty.

136. Plaintiffs were injured as a result of FCNH's actions and inactions in failing to properly supervise Glenda Johnson.

137. As a direct result, Plaintiffs lost the fees they paid to FCNH which Glenda Johnson stole, lost their ability to work as licensed massage therapists in Florida, lost employment, lost income and had to expend money defending against the administrative actions commenced against them by the Florida Department of Health.

WHEREFORE, by reason of the foregoing, Plaintiffs request judgment in their favor and against the Defendants for:

A. Monetary damages, both past and future;

- B. Pre-judgment interest on any liquidated amounts;
- C. Post judgment interest; and
- D. Any other relief the Court deems warranted in equity or law.

COUNT II

NEGLIGENT RETENTION OF EMPLOYEES

138. This Count is a cause for damages for negligent retention of employees by the Defendants within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

139. Plaintiffs and Class Members reallege and reincorporate Paragraphs 1 through 125 above as though fully set forth herein.

140. FCNH owed a duty to Plaintiffs, as prospective students seeking enrollment and academic advice, to properly supervise its employees and to not retain those who might steal, embezzle, or defraud others.

141. As the school registrar, Glenda Johnson was given significant authority and the ability to control the records, enrollments and unenrollments, transcripts, diplomas, certificates, official correspondence, the official college seal and collection of fees for FCNH.

142. Defendants placed Glenda Johnson in a position in which she could conduct the illegal and wrongful activities set forth herein for a period of at least six (6) years.

143. Defendants could have and should have detected the acts of Glenda Johnson during the course of her employment and terminated her employment before she had the opportunity to harm these Plaintiffs.

144. Defendants had a duty not to retain an employee such as Glenda Johnson.

145. The actions of FCNH and the other Defendants were reckless and wanting in care and constitute a conscious disregard for Plaintiffs' rights.

146. The wrongful retention of Glenda Johnson as an employee by Defendants directly caused Plaintiffs damages, including Plaintiffs' loss of the fees they paid to FCNH which Glenda Johnson stole, loss of their ability to work as licensed massage therapists in Florida, loss of employment, loss of income and their expenditure of money defending against the administrative actions commenced against them by the Florida Department of Health.

WHEREFORE, by reason of the foregoing, Plaintiffs request judgment in their favor and against the Defendants for:

- A. Monetary damages, both past and future;
- B. Pre-judgment interest on any liquidated amounts;
- C. Post judgment interest; and
- D. Any other relief the Court deems warranted in equity or law.

COUNT III

NEGLIGENCE

147. This Count is a cause for damages for negligence within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

148. Plaintiffs and Class Members reallege and reincorporate Paragraphs 1 through 125 above as though fully set forth herein.

149. Defendants owed a duty to ensure that students and potential students, including the Plaintiffs, who contacted the schools owned and operated by FCNH and who paid fees to enroll for courses, were properly enrolled and were placed in the proper courses.

150. Defendants owed a duty to ensure that students and potential students, including the Plaintiffs, who paid registration fees and course fees did not have their money stolen by its Registrar without enrolling them.

151. Defendants owed a duty to ensure that students and potential students, including the Plaintiffs, who came to their schools to transfer credits from other schools were properly enrolled, and received proper transfer credits.

152. Defendants owed a duty to ensure that their employees did not issue false certificates, diplomas, and other documents under FCNH's seal to the Plaintiffs and to the Florida Department of Health.

153. Defendants breached their duties to Plaintiffs.

154. Plaintiffs were injured as a result of Defendants' actions and inactions.

155. As a direct result, the Plaintiffs lost the fees they paid to FCNH which Glenda Johnson stole, lost their ability to work as licensed massage therapists in Florida, lost employment, lost income and had to expend money defending against the administrative actions commenced against them by the Florida Department of Health.

WHEREFORE, by reason of the foregoing, Plaintiffs request judgment in their favor and against the Defendants for:

A. Monetary damages, both past and future;

- B. Pre-judgment interest on any liquidated amounts;
- C. Post judgment interest; and
- D. Any other relief the Court deems warranted in equity or law.

COUNT IV

VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR

TRADE PRACTICES ACT

156. This Count is a cause for damages for violation of the Florida Deceptive and Unfair Trade Practices Act, Section 501.201, et seq., Florida Statutes, within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

157. Plaintiffs and Class Members reallege and reincorporate Paragraphs 1 through 125 above as though fully set forth herein.

158. The Plaintiffs and Class Members are considered "Consumer(s)" according to the definition as defined in Section 501.203(7), Florida Statutes, because they are individuals.

159. According to Section 501.203(8), Florida Statutes, "trade or commerce" includes service.

160. Defendants through their agents, representatives, and employees represented to Plaintiffs that based on Plaintiffs' diplomas and transcripts from out-of-state schools, the credits they earned could be transferred to FCNH and they could receive FCNH credits to use in applying for their Florida massage therapist licenses.

161. Defendants through their agents, representatives, and employees represented to Plaintiffs that Plaintiffs needed to take up to three (3) additional mandatory courses and that these courses were, for the most part, self study courses.

162. Defendants through their agents, representatives, and employees represented to Plaintiffs that they would be enrolled as students in FCNH as soon as they paid the required fees.

163. Defendants through their agents, representatives, and employees collected such fees from Plaintiffs.

164. Defendants through their agents, representatives, and employees failed to register Plaintiffs in the school after the Plaintiffs had paid their fees and completed the appropriate applications.

165. Plaintiffs had no reason to question the conduct of the FCNH Registrar, Glenda Johnson, or to know of her wrongful actions.

166. Additionally, Defendants committed wrongful, deceptive and unfair acts against the Plaintiffs by blaming the Plaintiffs and covering up the acts of their Registrar, Glenda Johnson, and by contending that the Plaintiffs were involved in human trafficking.

167. The deceptive and unfair acts and practices of Defendants violated the provisions of FDUTPA. Plaintiffs have suffered actual damage for which they are entitled to relief pursuant to Section 501.211(2), Florida Statutes.

168. As a direct result, Plaintiffs lost the fees they paid to FCNH which Glenda Johnson stole, lost their ability to work as licensed massage therapists in Florida, lost employment, lost income and had to expend money defending against the administrative actions commenced against them by the Florida Department of Health.

169. This complaint is brought in good faith and not for purposes of harassment, with legal and factual merit.

170. Plaintiffs have retained the undersigned and have agreed to pay the undersigned reasonable attorney's fees for which they are entitled to reimbursement thereof pursuant to Section 501.2105, Florida Statutes. Plaintiffs, individually and in their representative capacity, are entitled to recover reasonable attorney's fees and costs expended herein pursuant to Section 501.2105, Florida Statutes.

WHEREFORE, by reason of the foregoing, Plaintiffs request judgment in their favor and against the Defendants for:

- A. Monetary damages, both past and future;
- B. Pre-judgment interest on any liquidated amounts;
- C. Attorney's fees and costs of this action;
- D. Post judgment interest; and
- E. Any other relief the Court deems warranted in equity or law.

COUNT V

BREACH OF IMPLIED-IN-FACT CONTRACT

171. This Count is a cause for damages for the breach of an implied-in-fact contract by the Defendants within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

172. Plaintiffs and Class Members reallege and reincorporate Paragraphs 1 through 125 above as though fully set forth herein.

173. Plaintiffs contacted FCNH's campus, either by phone or in person, were directed to and communicated with FCNH's Registrar, Ms. Johnson.

174. Plaintiffs obtained all required information and documents for admission to FCNH, as instructed by Ms. Johnson, and turned them in to Ms. Johnson, the FCNH Registrar.

175. Plaintiffs paid the fees as assessed and requested by the FCNH Registrar.

176. Plaintiffs believed they had been properly enrolled in FCNH.

177. Plaintiffs studied the course materials or attended courses as instructed.

178. Ms. Johnson issued Plaintiffs certificates of completion.

179. Plaintiffs detrimentally relied on the statements of Defendants' employee and agent.

180. Plaintiffs changed their positions as a result.

181. Fair and reasonable men and women, presumably would have agreed upon, if having in mind the possibility of the situation which has arisen, that FCNH would properly register and enroll Plaintiffs, transfer Plaintiffs' credits from out-of-state schools, give Plaintiffs proper instructions on Florida-specific courses taught by FCNH, properly graduate them, and only issue certificates, diplomas and transcripts to them upon their proper completion of all course requirements of FCNH.

182. Plaintiffs had an implied-in-fact contract with Defendants.

183. Defendants breached that contract

184. As a direct result, Plaintiffs lost the fees they paid to FCNH which Glenda Johnson stole, lost their ability to work as licensed massage therapists in Florida, lost employment, lost

income and had to expend money defending against the administrative actions commenced against them by the Florida Department of Health.

WHEREFORE, Plaintiffs request judgment in their favor and against the Defendants for:

- A. Monetary damages, both past and future;
- B. Pre-judgment interest on any liquidated amounts;
- C. Post judgment interest; and
- D. Any other relief the Court deems warranted in equity or law.

COUNT VI

BREACH OF IMPLIED-IN-LAW CONTRACT

185. This Count is a cause for damages for the breach of an implied-in-law contract by the Defendants within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

186. Plaintiffs reallege and reincorporate Paragraphs 1 through 125 above as though fully set forth herein.

187. Plaintiffs contacted FCNH's campus spoke with FCNH's Registrar, Ms. Johnson.

188. Plaintiffs obtained all of the required materials and documents, as instructed by Ms. Johnson, in order to enroll in FCNH, and turned them in to Ms. Johnson, the FCNH Registrar.

They also studied the course materials she gave them or attended courses as she instructed

189. Plaintiffs paid the fees as assessed and requested by the FCNH Registrar.

190. Plaintiffs conferred a benefit upon FCNH. Plaintiffs paid FCNH monies in order to be registered in FCNH, transfer out-of-state credits to FCNH, and take Florida-specific courses.

191. FCNH kept the monies paid by Plaintiffs without properly registering Plaintiffs, transferring Plaintiffs' credits, or instructing Plaintiffs on additional mandatory courses.

192. An implied-in-law contract existed between FCNH and the Plaintiffs.

193. Defendants breached the implied-in-law contract.

194. Plaintiffs were damaged as a direct result of Defendants' breaches.

195. It is unjust to let FCNH keep the monies paid by Plaintiffs, which monies were paid directly to Glenda Johnson, an official, employee and agent of FCNH.

196. As a direct result, Plaintiffs lost the fees they paid to FCNH which Glenda Johnson stole or embezzled, lost their ability to work as licensed massage therapists in Florida, lost employment, lost income and had to expend money defending against the administrative actions commenced against them by the Florida Department of Health.

WHEREFORE, Plaintiffs request judgment in their favor and against the Defendants for:

- A. Monetary damages, both past and future;
- B. Pre-judgment interest on any liquidated amounts;
- C. Post judgment interest; and
- D. Any other relief the Court deems warranted in equity or law.

COUNT VII

ACTION FOR DECLARATORY JUDGMENT

197. This Count is an action for a declaratory judgment, pursuant to Sections 86.011 and 501.211(1), Florida Statutes, within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

198. Plaintiffs and Class Members reallege and reincorporate Paragraphs 1 through 125, 173 through 183 and 187 through 195 and above as though fully set forth herein.

199. Plaintiffs believe that under Florida law, Defendants had a contract with the Plaintiffs that Defendants breached.

200. Plaintiffs also believe that under Florida law they are entitled to have Defendants fulfill their contract with the Plaintiffs and not deny its existence.

201. Plaintiffs believe, alternatively, that under Florida law they are entitled to a return of the fees that they paid the FCNH Registrar, Glenda Johnson, from the Defendants.

202. Plaintiffs believe that under Florida law, Glenda Johnson embezzled the fees they paid to FCNH from FCNH.

203. Plaintiffs also believe that under Florida law they are without fault in this matter.

204. Furthermore, a declaratory judgment is required so as to guide the parties in their future relationship.

205. A bona fide, actual, present practical need for a declaration exists.

206. The declaration requested concerns a present, ascertained or ascertainable state of facts or present controversy as to a state of facts.

207. A privilege or right of the Plaintiffs is dependent upon the facts or the law applicable to the facts.

208. The Plaintiffs and the Defendants have an actual, present, adverse and antagonistic interest in the subject matter, either in law or in fact.

209. The relief sought by the Plaintiffs is not merely giving of legal advice or the answer to questions propounded for curiosity.

210. Plaintiffs are specifically entitled to a declaratory judgment by Section 501.211(1), Florida Statutes.

WHEREFORE, Plaintiffs pray for:

A. A declaratory judgment setting forth their rights under Florida law and stating as follows:

- (1) Declaring FCNH, Inc., Steiner Education Group, Inc., Steiner U.S. Holdings, Inc., and Steiner Leisure Limited as alter egos of each other;
- (2) Defendants, through their actions, have violated the Florida Deceptive and Unfair Trade Practices Act.
- (3) Defendants had an enforceable contract with the Plaintiffs that Defendants breached.
- (4) Plaintiffs are entitled to have Defendants fulfill their contract with the Plaintiffs and not deny its existence.

(5) Glenda Johnson embezzled the fees they paid to FCNH from FCNH.

(6) Plaintiffs are without fault in this matter.

B. A judgment awarding them their reasonable attorney's fees and costs pursuant to Section 501.2105, Florida Statutes.

COUNT VIII

INJUNCTION

211. This Count is a cause for an injunction, both temporary and permanent, within the jurisdiction of this Court. It is pleaded in addition to and as an alternative to each other Count alleged.

212. Plaintiffs and Class Members reallege and reincorporate Paragraphs 1 through 125 and 158 through 170 above as though fully set forth herein.

213. For the purpose of this count, Plaintiffs allege they have no adequate remedy at law.

214. Defendants continue in their actions to blame the Plaintiffs for the actions that they and their employee and agent, Glenda Johnson, perpetrated.

215. Defendants are also seeking to take further action against Plaintiffs to void the diplomas, certificates and course credits for the courses they had at out-of-state colleges, which they previously received from FCNH.

216. It is believed that Defendants will then report such actions to the Florida Department of Health, national certification boards that certify the credentials of Massage therapists and other reporting organizations.

217. Plaintiffs will suffer irreparable harm from the acts of Defendants.

218. Enjoining Defendants from committing these violations in the future and declaring their invalidity is appropriate.

219. Plaintiffs will suffer irreparable harm unless the status quo is maintained until trial on the merits.

220. Plaintiffs have a substantial likelihood of success on the merits.

221. A temporary injunction will serve the public interest.

222. The Plaintiffs will suffer additional hardships in the future if the Defendants are allowed to continue their injurious conduct.

223. The interests of third persons and of the public will be served by the entry of a permanent injunction.

224. An injunction can be practically and adequately framed and enforced.

WHEREFORE, Plaintiffs pray for:

A. A temporary injunction against the Defendants maintaining the status quo until completion of trial on the merits.

B. A permanent injunction against Defendants:

(1) Prohibiting Defendants from attempting to void or revoke any diplomas, certificates of course completion, certificates of course transfer credits, transcripts, or other documents that they received from FCNH or which FCNH forwarded to the Florida Department of Health on their behalf;

- (2) Prohibiting Defendants from committing any further acts that violate Florida's Unfair and Deceptive Trade Practices Act;
- (3) Prohibiting Defendants from making any further reports against the Plaintiffs to the Florida Department of Health, any national certification boards or reporting agencies;
- (4) Prohibiting Defendants from denying that Plaintiffs registered and enrolled in the Florida College of Natural Health and paid FCNH course and registration fees;
- (5) Prohibiting Defendants from making any further statements that indicate or insinuate that the Plaintiffs were involved in any illegal or wrongful acts, including, but not limited to, human slavery, human slave trafficking, human trafficking, purchasing forged documents or any similar acts; and
- (6) Requiring Defendants to issue a statement officially retracting any previous statements they made to the Florida Surgeon General, Florida Department of Health, Florida Board of Massage Therapy, national certification boards for massage therapists, or any officer or employee of any of the foregoing, and, specifically, the affidavits made by Melissa Wade and given to the Florida Department of Health.

C. A judgment awarding them their reasonable attorney's fees and costs pursuant to Section 501.2105, Florida Statutes.

DEMAND FOR JURY TRIAL

225. Plaintiffs and Class Members hereby demand a trial by jury of all issues so triable by right.

PRAYER FOR RELIEF

226. Plaintiffs demand judgment in their favor and against Defendants as for:

- A. Monetary damages, both past and future;
- B. Pre-judgment interest on any liquidated amounts;
- C. Plaintiffs' attorney's fees and costs of this action;
- D. Post judgment interest;
- E. A declaratory judgment stating as requested in Count VII above;
- F. Injunctive relief as requested in Count VIII above;
- G. Any other relief the Court deems warranted in equity or law.

CLASS RELIEF SOUGHT

227. Plaintiffs Dong Feng Zhou, Shiyeng Peng, and the Class Members demand class relief against Defendants in the form of an Order of Class Certification:

- A. Certifying this action as a class action under Rule 1.220, Florida Rules of Civil Procedure;
- B. Certifying the proposed Class and any appropriate sub-classes, or a class as determined by this Court;
- C. Appointing the named Plaintiffs as Class Representatives;

- D. Appointing attorneys George F. Indest III, Carole C. Schriefer, and Lance O. Leider, and The Health Law Firm, as class counsel;
- E. Damages and other relief as requested above;
- F. Awarding Plaintiffs and Class Members the costs of this action, together with pre-judgment interest and reasonable attorney's fees in accordance with prevailing factors and considerations for determination of class counsel fees in the State of Florida; and
- G. Any and all further relief this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served a copy of the foregoing via electronic mail and also by utilizing the Florida Courts E-Filing Portal System, on: Stephen Hunter Johnson, Esquire (shj@lydeckerdiaz.com), Karina Richardson, Esquire (kr@lydeckerdiaz.com), Brian J. Perreault, Jr. (bp@lydeckerdiaz.com), and sshojgreen@lydeckerdiaz.com, marlene@lydeckerdiaz.com, Lydecker Diaz (Counsel for all Defendants), 1221 Brickell Avenue, 19th Floor Miami, Florida 33131, on this 4th day of February 2015.

/s/ George F. Indest III

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