

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

John Doe,

Plaintiff,

Court No: 2026L007127

versus

JURY DEMAND

**Equinox Holdings, Inc., a Foreign Corporation
d/b/a Equinox Lincoln Common and Nicholas
James Brown a/k/a Neko Rogue,**

Defendants.

PLAINTIFF'S COMPLAINT AT LAW

NOW COMES Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, and for his Complaint at Law directed against Defendants, Equinox Holdings, Inc. d/b/a Equinox Lincoln Common and Nicholas James Brown a/k/a Neko Rogue, and states as follows:

PARTIES, JURISDICTION AND VENUE

1. At all times relevant, Plaintiff John Doe was a resident of Chicago, Cook County, Illinois.
2. At all times relevant, Defendant, Equinox Holdings, Inc. (hereinafter "Equinox"), was a New York corporation operating luxury health clubs throughout the United States, including five locations in and around Chicago, Cook County, Illinois.
3. At all times relevant, Defendant Nicholas James Brown a/k/a Neko Rogue (hereinafter "Neko Rogue" or "Neko"), was an individual residing in Chicago, Cook County, Illinois.
4. This Court has jurisdiction over the Defendant pursuant to 735 ILCS 5/2-209 because Defendant Equinox conducts business within the State of Illinois and the tortious acts

giving rise to this cause of action occurred in the State of Illinois.

5. Venue in the Circuit Court of Cook County is proper pursuant to 735 ILCS 5/2-101 and 735 ILCS 5/2-102 because Defendant, Equinox, transacts, and is authorized to transact business in Cook County, Illinois, and the occurrence giving rise to this cause of action took place in Cook County, Illinois.

GENERAL ALLEGATIONS

Equinox Uses Hyper-Sexualized Branding to Encourage and Normalize Inappropriate Sexual Conduct, Creating a Foreseeable Risk of Sexual Misconduct and Sexual Assault

6. Equinox has long cultivated and promoted a brand identity that intentionally blurs the line between fitness, wellness, and sexuality.

7. Equinox markets itself not merely as a fitness club, but as a lifestyle brand centered around physical attractiveness, sexuality, sensuality, and personal gratification.

8. Consistent with that strategy, Equinox has repeatedly used hyper-sexual branding and marketing to portray its clubs and affiliated businesses as places where conventional social and sexual boundaries are relaxed and/or immoral behavior is encouraged. For example, one advertising campaign entitled “Commit to Something” featured people in various stages of undress, including an image depicting what appears to be group sexual activity, as shown below:



9. In another advertising campaign entitled “Equinox Made Me Do it” featured a naked couple fleeing into the night, as depicted below:



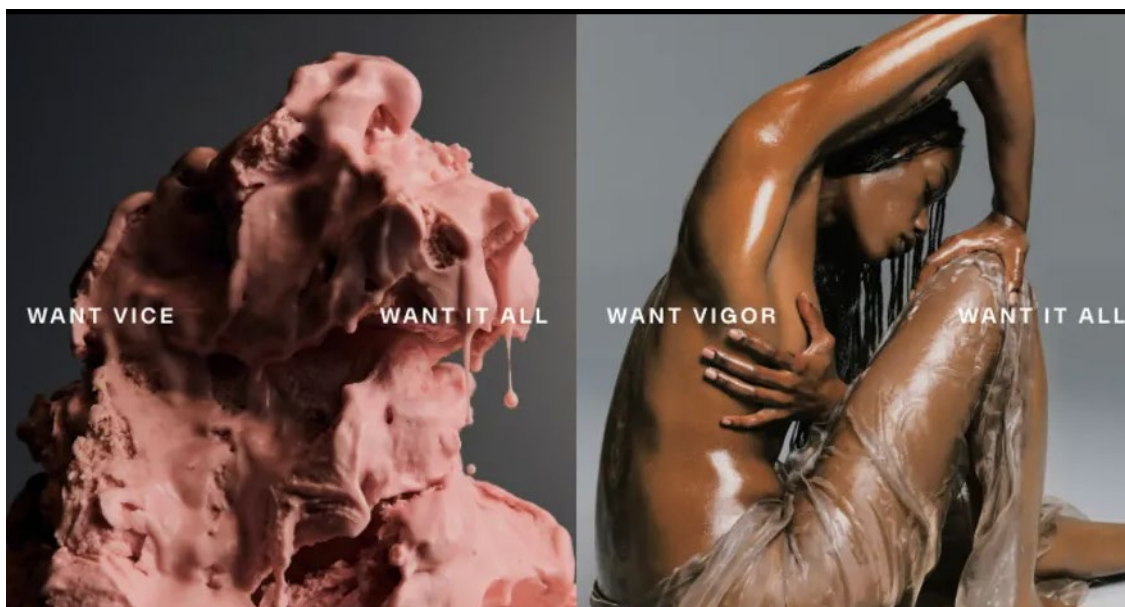
10. In connection with the “Made Me Do It” campaign, Equinox publicly stated that its brand encourages members to “stray outside their comfort zone” and that “[l]owered inhibitions and playful naughtiness are the side effects of living a more provoked life.”¹

11. In yet another advertising campaign entitled “Want it All,” Equinox featured sexually provocative imaging and slogans such as “Want Others,” “Want Pleasure,” and “Want Vice.” The campaign included images of nude individuals engaging in group sex and imagery suggestive of human genitalia and sexual arousal—all of which bore little or no relationship to fitness, as depicted in the images below:²

¹ <https://www.prnewswire.com/news-releases/equinox-unveils-2014-ad-campaign-equinox-made-me-do-it-237958091.html>

² T <https://www.equinox.com/wantitall>





12. Equinox has further embraced and commercialized themes of sexuality by offering products associated with sexual wellness, including condoms, massage oils, and sex toys on its website and in the mini bars of its hotels.³

³ https://shop.equinox.com/collections/sexual-health-intimacy?srsltid=AfmBOor8J39PQnlUn0O18BGlzneWdJ_qZTkE-IvyoTUFYwrN_HqK6UPT

<https://www.thetimes.com/travel/inspiration/stop-trying-to-make-hotels-sexy-minibars-lizzie-frainer-8bbtphg8t>

13. By repeatedly associating the Equinox brand with sexuality, lowered inhibitions, indulgence, and blurred boundaries, including professional boundaries, Equinox has intentionally normalized, encouraged, and/or fostered inappropriate sexual conduct within its facilities.

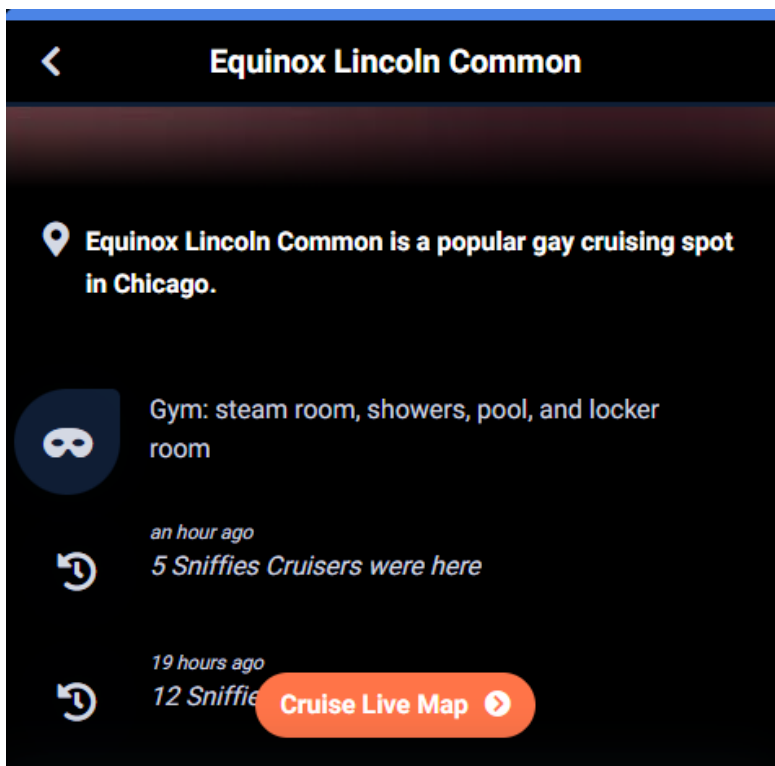
14. Upon information and belief, sexually inappropriate conduct has become sufficiently prevalent within certain Equinox facilities that participants developed recognized signals, codes, and practices to communicate sexual interest and facilitate sexual encounters within locker rooms, steam rooms, saunas, and other areas.

15. The prevalence of sexually inappropriate conduct within Equinox facilities has become so widely recognized that it has become the subject of frequent discussion on social media, online forums, and in the popular press. By way of example, in January 2023, a social media post viewed hundreds of thousands of times stated “Equinox isn’t even a gym it’s just a place where people have sex in the sauna” as set forth below:



16. Upon information and belief, Equinox Lincoln Common has become a well-known destination for gay cruising and sexual encounters among users of the social networking application known as “Sniffies,” including the facility’s steam room, showers, pool, and locker room, as shown below. Despite being on notice of a sexualized environment within its facility,

Equinox has failed to take reasonable measures to investigate, supervise, monitor, and prevent inappropriate sexual conduct from occurring on its premises.



17. As a direct result of the hyper-sexual culture it created and promoted, Equinox knew or should have known that its employees, trainers, massage therapists, instructors, and members would be more likely to engage in sexually inappropriate conduct and blur professional boundaries. Under these circumstances, it was reasonably foreseeable that members would be subjected to sexual misconduct and sexual assault. Despite that foreseeable risk, Equinox failed to implement, enforce, and/or maintain adequate safeguards, supervision, monitoring, and protective measures to prevent sexual misconduct and sexual assault within its facilities.

Systemic Deficiencies in Equinox’s Handling of Sexual Abuse Complaints

18. The risks created by Equinox’s sexualized culture are not theoretical. Long before Plaintiff’s assault, Equinox had received complaints and reports of sexual misconduct occurring within its facilities throughout the United States.

19. For more than a decade, Equinox facilities have been the subject of complaints, reports, and litigation involving sexual activity, sexual solicitation, indecent exposure, masturbation, unwanted sexual touching, sexual harassment, and sexual assault occurring within its facilities.

20. Upon information and belief, when faced with repeated complaints of sexual misconduct, Equinox prioritized protecting its brand and reputation over the safety of its members. Rather than taking meaningful action, Equinox minimized and concealed reports of sexual misconduct, even retaliating against those who attempted to bring such conduct to light.

21. For example, in 2017, a San Francisco Equinox member filed a lawsuit against the company alleging that he was sexually assaulted by a yoga instructor following a class. After reporting the incident to Equinox and law enforcement, he alleged that Equinox terminated his membership.

22. Similarly, a former Equinox employee filed a lawsuit against the company alleging that he was terminated after reporting a prominent member for engaging in masturbation and other sexually inappropriate conduct within the Equinox steam room.

23. He further alleged that after reporting the incident, Equinox management instructed him not to complete an incident report and directed him not to discuss the matter because Equinox preferred to keep such incidents “in house.”

24. Upon information and belief, the publicly reported incidents represent only a fraction of the complaints of sexual misconduct made to Equinox. Numerous additional complaints were ignored, minimized, inadequately investigated, discouraged from being reported, or never formally documented by Equinox.

25. Equinox's repeated failure to meaningfully address known complaints of sexual misconduct, coupled with its promotion of a hyper-sexualized culture, has fostered an environment in which sexual misconduct has not only been normalized, but has been allowed to flourish.

Equinox Hired Neko to Perform Massage Services at its Lincoln Common Facility Despite His Prior History as a Registered Sex Offender

26. At all times relevant, Defendant, Nicholas James Brown a/k/a Neko Rogue (hereinafter "Neko") was employed by Equinox as a massage therapist and was entrusted with providing massage services to Equinox members in private treatment rooms at its Lincoln Common facility located at or approximately 2355 N. Lincoln Avenue, Chicago, Illinois.

27. Long before Equinox hired Neko, he had been convicted of repeatedly sexually assaulting a child in Wisconsin.

28. As the result of those convictions, he was required to register as a "lifetime sex offender."

29. On September 24, 2015, Neko was arrested and charged in Cook County with two felony counts of failing to register as a sex offender.

30. On December 23, 2015, Neko pled guilty to violating the Illinois Sex Offender Registration Act and was sentenced to eighteen (18) months' probation.

31. During an interview with law enforcement in connection with those charges, Neko admitted that he "still needs treatment," that he was "not cured," and still "has urges."

32. The foregoing information was contained within publicly available court records and was readily discoverable through a reasonable background investigation.

33. Equinox either did not conduct a reasonable background check or conducted one, and consciously disregarded Neko's criminal history before hiring him as a massage therapist in

January 2024, without restriction, limitation, supervision, chaperone requirement, or other meaningful safeguards designed to protect its members.

34. Had Equinox conducted a proper pre-employment investigation and criminal background check, it would have known that in addition to Neko's criminal history, he promoted erotic and tantric massage services through his internet website as demonstrated below:

About Me

You can call me James, Neekoh, or Vibe. I have been doing bodywork in some form since I was 15. I specialize in fixing the problems but I can also give a very relaxing massage. I do many massage types, deep tissue, sensual touch, Tantic massage, and sports.
I'm 5'7", 220 Lbs, very strong hands and body to work your body with I



Therapeutic Massage/Deep Tissue	\$120
Sports (includes cupping & hot stone)	\$175
Sensual	\$150
Erotic	\$200
Tantric (meditation and touch)	\$200
(meant to be a series of sessions for proper effect)	

35. In addition to his erotic massage services, Neko also promoted and participated in massage-related sexual content and portrayed massage services as a vehicle for sexual gratification rather than legitimate therapeutic treatment on his social media, as demonstrated below:



Vibe @strayvibe.bsky.social · May 4, 2025

Looking to make a massage video next week who wants to be rubbed down then used as a top? DMs open.



36. Despite Neko's criminal history, social media, and erotic massage services, Equinox nevertheless assigned Neko to provide massage therapy to its members who were alone, physically vulnerable, partially or completely unclothed and isolated in private treatment rooms.

37. Given the sexualized environment it cultivated, the products it marketed, and the complaints it received concerning sexually inappropriate conduct within its facilities, Equinox knew or should have known that certain patrons sought erotic and sexually oriented experiences through its massage services and that Neko was willing to provide them.

38. Upon information and belief, Equinox hired and retained Neko because it tolerated, encouraged, and profited from an environment in which the distinction between legitimate therapeutic massage and sexually oriented experiences was intentionally blurred.

Despite His Prior History as a Registered Sexual Offender, Equinox Continued to Employ Neko—Even After It Received Repeated Complaints of His Sexual Misconduct

39. Within months of his hiring, Equinox received complaints concerning Neko's inappropriate behavior, including allegations of sexual harassment, indecent exposure, offensive touching, sexual boundary violations, and other sexually inappropriate conduct.

40. On or about May 12, 2024, less than five months after Equinox hired Neko, an Equinox patron reported to the Chicago Police Department that Neko had sexually assaulted him during a massage at Equinox. Specifically, the victim reported that Neko placed his erect penis into the patron's hand, exposed his genitals, and suggested performing an "internal massage," which the patron expressly declined.

41. Following that incident, Equinox received an additional complaint that Neko had exposed himself and engaged in inappropriate touching and/or masturbatory conduct within an Equinox steam room.

42. Equinox also received complaints that Neko had shared inappropriate information of a personal and/or sexual nature with its members.

43. Despite receiving repeated complaints concerning sexual misconduct, indecent exposure, offensive touching, sexual boundary violations, and other inappropriate behavior, Equinox took no meaningful action to protect its members.

44. Rather than discipline, restrict, supervise, or terminate Neko, Equinox continued assigning him to provide massage services to its members and, upon information and belief, rewarded him with a pay increase.

45. By failing to properly investigate, discipline, restrict, supervise and/or terminate Neko, Equinox encouraged and assisted Neko's sexual misconduct against its members, including John Doe.

46. By failing to discipline, restrict, supervise and/or terminate Neko, Equinox demonstrated a conscious disregard for the safety of its members.

Neko Sexually Assaulted John Doe During a Massage at Equinox Lincoln Common Using the Same or Substantially Similar Modus Operandi Previously Reported to Law Enforcement

47. On or about May 14, 2025, Defendant, Equinox assigned Neko as the massage therapist to perform a fifty-minute full-body massage for John Doe at the Lincoln Common facility located at or near 2355 N. Lincoln Avenue, Chicago, Illinois.

48. During the massage on or about May 14, 2025, Neko made uncomfortable statements to John Doe, including that he has been "hornier than ever" and that he wants to "screw everything."

49. During the massage on or about May 14, 2025, Neko also informed John Doe that he started taking testosterone, while running his hand up and down John Doe's legs in an inappropriate sexual manner.

50. During the massage on or about May 14, 2025, Neko removed the privacy sheet off of John Doe without his consent, fully exposing John Doe on the massage table at Equinox.

51. During the massage on or about May 14, 2025, Neko continuously rubbed John Doe's penis, testicles, and area between his buttocks and genitals under the guise of an "accident."

52. During the massage on or about May 14, 2025, Neko pressed his erect penis against John Doe's hand through his uniform, rubbing it forcefully while John Doe became involuntarily paralyzed due to his intense fear.

53. During the massage on or about May 14, 2025, Neko mounted John Doe while John Doe was completely naked and exposed on the massage table at Equinox.

54. During the massage on or about May 14, 2025, Neko forcefully attempted to arouse John Doe while John Doe remained frozen in fear.

55. During the massage on or about May 14, 2025, Neko pointed to John Doe's penis and asked, "Do you want me to help with that? I could give you a hand job or oral . . . I do this for my clients a lot – men, women, whoever."

56. During the massage on or about May 14, 2025, Neko informed John Doe that he has "given a lot of hand jobs and blowjobs at the spa to straight and gay men," and attempted to force John Doe to book another massage appointment with him, to which John Doe refused.

57. On or about May 14, 2025, Defendant, Neko sexually touched, assaulted, and/or battered John Doe without his permission and/or consent. The assault of John Doe followed a

similar modus operandi to conduct previously reported to law enforcement on May 12, 2024. In each instance, Neko exploited his position as a massage therapist to force physical contact between a client's hand and his penis for his own sexual gratification, demonstrating a deliberate, recurring, and predatory pattern of sexual misconduct.

Equinox Had Duty to Protect its Members, Including John Doe, From Foreseeable Harm

58. At all times relevant, Equinox, had a duty to exercise reasonable care in the hiring, screening, credentialing, training, retention, supervision, monitoring, and discipline of its massage therapists, including Defendant, Neko, so as to protect members from foreseeable harm, including sexual misconduct, sexual exploitation, sexual assault, and other violations of professional boundaries.

59. At all times relevant, Equinox had a duty to investigate complaints of sexual misconduct involving its massage therapists, including Neko, take appropriate corrective action in response to such complaints, and prevent massage therapists who posed a foreseeable risk of harm from continuing to provide services to members.

60. At all times relevant, Equinox, as a licensee and operator of a massage establishment, was required to comply with 225 ILCS 57/10, commonly known as the Massage Licensing Act, and the Municipal Code of Chicago (MCC) Article XXXII. Massage Establishments and Massage Services, 4-6-320, formerly known as MCC 4-92.

61. Pursuant to Municipal Code of Chicago (MCC) Article XXXII. Massage Establishments and Massage Services, 4-6-320(c)(1)(E), massage therapy licensees such as Equinox are strictly liable for allowing its employees, agents and independent contractors, including Defendant, Neko, to touch the sexual or genital area of any person while acting by and through Equinox, and any such touching is a violation of 4-6-320(c)(1)(C)&(E) for which the

Licensee is strictly liable for purposes of license revocation and suspension even if the consumer agreed to disrobing or touching.

62. Neko's sexual misconduct was a violation of 225 ILCS 57/45(a)(6) and Municipal Code of Chicago (MCC) Article XXXII. Massage Establishments and Massage Services, 4-6-320(c)(1)(C)(i) .

63. At all times relevant, Defendant, Equinox, was responsible for ensuring Equinox did not allow its authorized employees, agents, apparent agents, and/or independent contractors, including Neko, to disrobe, touch, or offer and/or agree to touch the sexual or genital area of themselves and/or any person.

64. At all times relevant, Equinox was responsible for ensuring Equinox authorized employees, agents, apparent agents, and/or independent contractors, including Neko, followed an established code of ethics and followed Equinox's trust and safety policy.

65. At all times relevant, Defendant, Equinox, was responsible for ensuring Equinox authorized employees, agents, apparent agents, or independent contractors, including Neko, followed all local, state, and federal regulations applicable to a massage establishment.

66. At all times relevant, Defendant, Neko, was subject to regulations by the Illinois Department of Finance and Professional Regulation under the Illinois Massage Licensing Act, 225 ILCS 57/10, and the Municipal Code of Chicago (MCC) Article XXXII. Massage Establishments and Massage Services, 4-6-320, formerly known as MCC 4-92.

67. Neko's sexual misconduct was a violation of 225 ILCS 57/45(a)(6) and Municipal Code of Chicago (MCC) Article XXXII. Massage Establishments and Massage Services, 4-6-320(c)(1)(C)(i) .

John Doe Suffered Actual Harm and Damages

68. Defendant, Neko’s offensive and harmful contact and sexual assault upon Plaintiff, John Doe, has caused and continues to cause John Doe to suffer severe mental anguish and emotional distress, including, but not limited to, post-traumatic stress disorder “PTSD,” depression, anxiety, humiliation, fear, disruption to intimate relationships, inability to trust, sleep disruption, and loss of normal life, resulting in him being guarded and protective, even in his home, all of which he continues to suffer from today.

69. As a direct and proximate result of Defendants’ conduct above, Plaintiff, John Doe, suffered injuries of a personal and pecuniary nature, including, but not limited to severe mental anguish and emotional distress, embarrassment, shock, grief, increased anxiety, distrust, Post Traumatic Stress Disorder, fear, and/or loss of normal life, all of which he continues to suffer from today.

COUNT I

John Doe v. Equinox Holdings Inc. d/b/a Equinox Lincoln Common (Negligent Hiring, Retention, and Supervision)

1-69. Plaintiff incorporates all paragraphs 1-69 of this Complaint as if fully set forth in this Count and further alleges the following.

70. At all times relevant, Equinox owed a duty to its members, including John Doe, to provide safe massage services, including, but not limited to hiring, retaining, and supervising only fit massage therapists.

71. At all times relevant, Defendant, Equinox, was licensed to operate as a massage therapy establishment in the State of Illinois and as such, had a duty to comply with The Massage Licensing Act 225 ILCS 57/15.

72. At all times relevant, Defendant Equinox breached its duty of reasonable care

through one or more of the following negligent acts or omissions:

- a. Did not conduct an adequate pre-employment background investigation of Neko;
- b. Did not conduct a reasonable investigation into Neko's publicly available criminal history, court records, social media activity, and online presence;
- c. Did not obtain, review, and/or contact Neko's prior employers and professional references before hiring him as a massage therapist;
- d. Hired Neko despite knowledge of his criminal history involving sexual offenses and other readily discoverable information demonstrating that he posed a foreseeable risk of sexual misconduct;
- e. Hired Neko despite publicly available information demonstrating that he promoted erotic massage services, tantric massage services, and other sexually oriented massage-related content;
- f. Did not implement appropriate restrictions, safeguards, monitoring, supervision, chaperone requirements, or other protective measures after hiring Neko;
- g. Did not adequately train, supervise, monitor, and evaluate Neko's interactions with members;
- h. Did not properly investigate complaints concerning Neko's sexual misconduct in a timely and reasonable manner;
- i. Did not adequately respond to complaints concerning Neko's sexual misconduct;
- j. Did not suspend, restrict, monitor, discipline, or otherwise limit Neko's access to members after receiving complaints concerning sexual misconduct;
- k. Retained Neko despite receiving complaints concerning sexual misconduct, indecent exposure, offensive touching, sexual boundary violations, and other inappropriate conduct;
- l. Continued assigning Neko to provide intimate massage services to vulnerable, partially or fully unclothed patrons despite knowledge that he posed a foreseeable risk of sexual misconduct;
- m. Did not terminate Neko after receiving complaints demonstrating that he posed a danger to members;
- n. Did not protect Plaintiff and other members from a foreseeable risk of sexual exploitation and abuse; or
- o. Was otherwise careless and negligent.

73. As a direct and proximate result of Defendant, Equinox's statutory violations and/or negligent acts and/or omissions, John Doe suffered injuries including, but not limited to, severe emotional distress, mental anguish and loss of normal life, all of which he continues to suffer from today.

74. Punitive damages are necessary to punish and deter Defendant Equinox from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that

permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against Defendant, Equinox Holdings Inc. d/b/a Equinox Lincoln Common, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT II
John Doe v. Equinox Holdings, Inc. d/b/a Equinox Lincoln Common
(Institutional Negligence)

1-69. Plaintiff incorporates Paragraphs 1-69 of this Complaint as if fully set forth in this Count and further alleges the following:

70. At all times relevant, Defendant, Equinox, was licensed to operate as a massage therapy establishment in the State of Illinois and as such, had a duty to comply with The Massage Licensing Act 225 ILCS 57/15.

71. At all times relevant, Defendant, Equinox, through its employees, agents, apparent agents, and/or servants, had a duty to exercise reasonable care in their operation of Equinox and in the supervision and care of Equinox's consumers, including, John Doe.

72. On or about May 14, 2025, during Plaintiff, John Doe's appointment, Defendant, Equinox, by and through its authorized employees, agents, apparent agents, and/or servants including, Neko, breached its duty of reasonable care through one or more of the following statutory violations and/or negligent acts or omissions:

- a. Did not promulgate, implement, and/or enforce adequate policies and procedures designed to prevent sexual misconduct by massage therapists;
- b. Did not promulgate, implement, and/or enforce adequate policies and procedures governing professional boundaries between massage therapists and patrons;
- c. Did not promulgate, implement, and/or enforce adequate policies and procedures concerning the investigation, documentation, escalation, and resolution of complaints involving sexual misconduct by massage therapists;
- d. Did not promulgate, implement, and/or enforce adequate policies and procedures

- requiring immediate suspension, restriction, enhanced supervision, or removal of massage therapists accused of sexual misconduct pending investigation;
- e. Did not promulgate, implement, and/or enforce adequate policies and procedures designed to identify massage therapists who posed a foreseeable risk of sexual misconduct to patrons;
 - f. Did not promulgate, implement, and/or enforce adequate hiring, screening, credentialing, and background investigation procedures for massage therapists;
 - g. Did not promulgate, implement, and/or enforce adequate procedures for reviewing publicly available information concerning prospective massage therapists, including criminal history, court records, social media activity, and other readily available warning signs;
 - h. Did not adequately train managers, supervisors, and employees regarding the identification, reporting, investigation, and prevention of sexual misconduct by massage therapists;
 - i. Did not adequately investigate complaints concerning Neko's sexual misconduct;
 - j. Did not take appropriate corrective action after receiving complaints concerning Neko's sexual misconduct;
 - k. Did not protect patrons, including Plaintiff, from a foreseeable risk of sexual exploitation, sexual assault, and sexual misconduct;
 - l. Did not ensure compliance with the Illinois Massage Licensing Act, the Municipal Code of Chicago governing massage establishments, and applicable professional standards governing massage therapy;
 - m. Maintained a culture that normalized, encouraged, and/or fostered inappropriate sexual conduct within its facilities and allowed professional boundaries to blurred;
 - n. Maintained a culture that discouraged, minimized, ignored, and/or inadequately responded to complaints of sexual misconduct; or
 - o. Was otherwise careless and negligent.

73. As a direct and proximate result of Equinox's statutory violations and/or negligent acts and/or omissions, John Doe suffered injuries including, but not limited to, severe emotional distress, mental anguish, and loss of normal life, all of which he continues to suffer from today.

74. Punitive damages are necessary to punish and deter Defendant Equinox, from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against Defendant, Equinox Holdings, Inc.

d/b/a Equinox Lincoln Common in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT III
John Doe v. Equinox Holdings, Inc. d/b/a Equinox Lincoln Common
(Willful Wanton)

1-69. Plaintiff incorporates Paragraphs 1-69 of this Complaint as if fully set forth in this Count and further alleges the following:

70. At all times relevant, Defendant, Equinox, knew or should have known that massage therapy involves placing massage therapists in positions of trust or authority over vulnerable patrons who are partially or fully unclothed and isolated in private treatment rooms.

71. At all times relevant, Defendant Equinox knew or should have known that Neko had previously been convicted of repeatedly sexually assaulting a child, was a lifetime registered sex offender, and had publicly promoted erotic and tantric massage services and sexually-oriented massage-related content.

72. At all times relevant, Defendant Equinox knew or should have known that Neko posed a substantial and unreasonable risk of sexual misconduct, sexual exploitation, sexual assault, and sexual boundary violations toward patrons.

73. Thereafter, Defendant Equinox received complaints concerning Neko's sexual misconduct, indecent exposure, offensive touching, inappropriate sexual comments, sexual boundary violations, and other inappropriate conduct toward patrons.

74. Despite possessing the foregoing knowledge, Defendant Equinox continued assigning Neko to provide massage services to vulnerable, partially or fully unclothed patrons in private treatment rooms without meaningful restrictions, supervision, monitoring, chaperones, or other safeguards.

75. Upon information and belief, rather than discipline, restrict, suspend, or terminate Neko after receiving complaints concerning sexual misconduct, Defendant Equinox continued permitting him to provide massage services to patrons and rewarded him with a pay increase.

76. Defendant Equinox knew or should have known that its conduct created a high probability that patrons, including John Doe, would be subjected to sexual misconduct, sexual exploitation, sexual assault, and other violations of professional boundaries.

77. Notwithstanding such knowledge, Defendant Equinox consciously disregarded and exhibited an utter indifference to the safety of its patrons, including Plaintiff, by continuing to employ, retain, assign, and entrust Neko with unsupervised access to vulnerable patrons.

78. At all times relevant, Equinox owed John Doe, a duty to refrain from willful and wanton conduct.

79. At all times relevant, Defendant Equinox breached its duty to refrain from willful and wanton conduct and was guilty of one or more of the following willful and wanton acts and/or omissions:

- a. Hired Neko despite knowledge of his criminal history involving sexual offenses and other readily discoverable information demonstrating that he posed a foreseeable risk of sexual misconduct;
- b. Hired Neko despite publicly available information demonstrating that he promoted erotic massage services, tantric massage services, and other sexually oriented massage-related content;
- c. Did not obtain, review, and/or contact Neko's prior employers and professional references before hiring him as a massage therapist;
- d. Did not properly investigate complaints concerning Neko's sexual misconduct in a timely and reasonable manner;
- e. Did not adequately respond to complaints concerning Neko's sexual misconduct;
- f. Did not suspend, restrict, monitor, discipline, or otherwise limit Neko's access to members after receiving complaints concerning sexual misconduct;
- g. Retained Neko despite receiving complaints concerning sexual misconduct, indecent exposure, offensive touching, sexual boundary violations, and other inappropriate conduct;
- h. Continued assigning Neko to provide intimate massage services to vulnerable, partially or fully unclothed patrons despite knowledge that he posed a foreseeable

- risk of sexual misconduct;
- i. Did not terminate Neko after receiving complaints demonstrating that he posed a danger to members;
- j. Did not protect Plaintiff and other members from a foreseeable risk of sexual exploitation and abuse; or
- k. Otherwise exhibited an utter indifference to and conscious disregard for the safety of Plaintiff and other patrons.

80. As a direct and proximate result of Equinox’s statutory violations and/or negligent acts and/or omissions, John Doe suffered injuries including, but not limited to, severe emotional distress, mental anguish, and loss of normal life, all of which he continues to suffer from today.

81. Punitive damages are necessary to punish and deter Defendant Equinox, from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against Defendant, Equinox Holdings, Inc. d/b/a Equinox Lincoln Common in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT IV
John Doe v. Equinox Holdings Inc. d/b/a Equinox Lincoln Common
(Gender Violence Act)

1-69. Plaintiff incorporates all consistent paragraphs 1-69 of this Complaint as if fully set forth in this Count and further alleges the following:

70. At all times relevant, there was in full force and effect an Illinois statute known as the Gender Violence Act (hereinafter “GVA”) (740 ILCS 82/1).

71. Section 5 of the GVA defines “gender-related violence,” which is a form of sex discrimination, to mean one the following:

- (1) One or more acts of violence or physical aggression satisfying the elements of battery under the laws of Illinois that are committed, at least in

part, on the basis of a person's sex, whether or not those acts have resulted in criminal charges, prosecution, or conviction.

(2) A physical intrusion or physical invasion of a sexual nature under coercive conditions satisfying the elements of battery under the laws of Illinois, whether or not the act or acts resulted in criminal charges, prosecution, or conviction.

(3) A threat of an act described in item (1) or (2) causing a realistic apprehension that the originator of the threat will commit the act.

72. Pursuant to Section 10 of the GVA, any person who has been subjected to gender-related violence, as defined in Section 5, of the GVA may bring a civil action for damages, injunctive relief, or other appropriate relief against a person or persons perpetrating that gender-related violence.

73. Pursuant to Section 10 of the GVA, "perpetrating" means either personally committing the gender-related violence or personally encouraging or assisting the act or acts of gender-related violence.

74. Equinox is liable pursuant to Section 11(b) of the Illinois Gender Violence Act, 740 ILCS 82/11(b), because Equinox failed to supervise, train, and/or monitor Neko, the employee who engaged in the gender-related violence against Plaintiff.

75. Specifically, Equinox failed to adequately screen, supervise, monitor, audit, investigate, restrict, discipline, suspend, and/or remove Neko despite his criminal history, publicly available social media activity promoting erotic massage services, and repeated complaints concerning sexual misconduct, indecent exposure, offensive touching, and sexual boundary violations.

76. Further, Equinox is liable pursuant to Section 11(b)(2) because Equinox failed to adequately investigate complaints and reports of similar conduct directly provided to supervisors, managers, owners, and/or other persons designated by Equinox, and failed to take appropriate

remedial measures in response to those complaints and reports.

77. Despite receiving multiple complaints concerning Neko's sexual misconduct and inappropriate behavior toward patrons, Equinox continued assigning Neko to provide intimate massage services to vulnerable, partially or fully unclothed members, failed to impose meaningful restrictions upon his practice, failed to adequately supervise or monitor him, and failed to terminate his employment until after Plaintiff's assault.

78. By failing to supervise, train, monitor, investigate, and take remedial measures as required by Section 11(b) of the Illinois Gender Violence Act, Equinox, encouraged or assisted Neko in perpetrating gender violence against John Doe.

79. As a direct and proximate result of Equinox's statutory violations and/or negligent acts and/or omissions, John Doe suffered injuries including, but not limited to, severe emotional distress and mental anguish, all of which he continues to suffer from today.

80. Punitive damages are necessary to punish and deter Defendant Equinox, from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against the Defendant, Equinox Holdings, Inc. d/b/a Equinox Lincoln Common, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00), including attorney's fees and costs.

COUNT V
John Doe v. Equinox Holdings, Inc. d/b/a Equinox Lincoln Common
(In Concert Liability)

1-69. Plaintiff realleges and fully incorporates by reference all facts and allegations contained in Paragraphs 1-69 as fully set forth herein.

70. At all times relevant, Plaintiff was an invitee lawfully present at Equinox.

71. At all times relevant, Equinox, through its agents, servants, and employees, had a duty to exercise reasonable care to protect members from foreseeable harm, including sexual misconduct by massage therapists operating within its facilities.

72. By employing massage therapists and offering massage services in private treatment rooms to partially or fully unclothed patrons, Equinox voluntarily undertook a duty to exercise reasonable care in the hiring, screening, retention, supervision, monitoring, and discipline of its massage therapists.

73. Equinox knew or should have known that Neko's criminal history, public promotion of erotic and tantric massage services, social media activity, and other readily discoverable information demonstrated a willingness to blur the distinction between legitimate therapeutic massage and sexual conduct.

74. Equinox further knew or should have known that certain patrons sought sensual, erotic, and sexually oriented experiences through massage services offered within its facilities.

75. Despite this knowledge, Equinox hired Neko, assigned him to provide intimate massage services to vulnerable patrons in private treatment rooms, and clothed him with the authority and credibility of an Equinox massage therapist.

76. Thereafter, despite receiving complaints concerning Neko's sexual misconduct, indecent exposure, offensive touching, and sexual boundary violations, Equinox failed to investigate, restrict, supervise, monitor, suspend, or terminate Neko.

77. By hiring Neko, continuing to assign members to him, and failing to take meaningful corrective action after receiving complaints concerning his conduct, Equinox encouraged and assisted Neko in engaging in increasingly inappropriate conduct toward patrons.

78. By failing to investigate, discipline, supervise, suspend, or terminate Neko despite repeated complaints, Equinox communicated to Neko that his conduct would be tolerated, overlooked, or excused and thereby emboldened him to continue violating professional boundaries with patrons.

79. Equinox increased the risk of harm to Plaintiff and other members by continuing to place vulnerable patrons alone with Neko despite knowledge of facts demonstrating that he posed a foreseeable risk of sexual misconduct.

80. On or about May 14, 2025, and all times relevant herein, Defendant Equinox by and through its duly authorized agents, servants, and employees, was then and there guilty of one or more of the following negligent acts and/or omissions:

- a. Did not conduct an adequate pre-employment background investigation of Neko;
- b. Did not conduct a reasonable investigation into Neko's publicly available criminal history, court records, social media activity, and online presence;
- c. Hired Neko despite knowledge of his criminal history involving sexual offenses and other readily discoverable warning signs demonstrating that he posed a foreseeable risk of sexual misconduct;
- d. Hired Neko despite publicly available information demonstrating that he promoted erotic massage services, tantric massage services, and other sexually oriented massage-related content;
- e. Did not implement appropriate restrictions, safeguards, monitoring, supervision, chaperone requirements, or other protective measures after hiring Neko;
- f. Did not adequately train, supervise, monitor, and evaluate Neko's interactions with members;
- g. Did not investigate complaints concerning Neko's sexual misconduct in a timely and reasonable manner;
- h. Did not adequately respond to complaints concerning Neko's sexual misconduct;
- i. Did not suspend, restrict, monitor, discipline, or otherwise limit Neko's access to members after receiving complaints concerning sexual misconduct;
- j. Retained Neko despite receiving complaints concerning sexual misconduct, indecent exposure, offensive touching, sexual boundary violations, and other inappropriate conduct;
- k. Continued assigning Neko to provide intimate massage services to vulnerable, partially or fully unclothed patrons despite knowledge that he posed a foreseeable risk of sexual misconduct;
- l. Did not terminate Neko after receiving complaints demonstrating that he posed a danger to members;

- m. Encouraged and assisted Neko's continued misconduct by failing to investigate, discipline, supervise, suspend, or terminate him despite repeated complaints concerning sexual misconduct;
- n. Did not protect Plaintiff and other members from a foreseeable risk of sexual exploitation and abuse; and
- o. Was otherwise careless and negligent.

81. As direct and proximate result, John Doe suffered injuries including, but not limited to, severe emotional distress and mental anguish, all of which he continues to suffer from today.

82. Punitive damages are necessary to punish and deter Defendant Equinox, from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against the Defendant, Equinox Holdings, Inc. d/b/a Equinox Lincoln Common, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT VI

John Doe v. Equinox Holdings, Inc. d/b/a Equinox Lincoln Common
(Battery and Sexual Assault—Vicarious Liability)

1-69. Plaintiff realleges and fully incorporates by reference all facts and allegations contained in Paragraphs 1-69 as fully set forth herein.

70. On or about May 14, 2025, Neko was licensed service provider and massage therapist with the therapeutic massage establishment known as Equinox.

71. On or about May 14, 2025, Equinox assigned Neko to perform massage therapy services for John Doe.

72. On or about May 14, 2025, Neko was acting within the scope of his employment

with Equinox when the sexual abuse of John Doe, occurred at Equinox Lincoln Common.

73. The risk of massage therapists sexually assaulting and/or abusing male customers at Equinox Lincoln Common has been at all relevant times a well-known risk to Equinox and to its officers, managers, employees, agents and/or apparent agents, including by Defendant, Neko.

74. The source of Neko's sexual assault of John Doe lay in activity that was directly related to Neko's legitimate massage therapist duties as a Equinox employee, agent, and/or apparent agent.

75. Neko's sexual assault of John Doe, although wrong and illegal, was connected with or related to seemingly legitimate activities of his employment as a massage therapist for Equinox.

76. Neko's sexual assault of John Doe occurred within the work-related time limits during John Doe's scheduled massage appointment and during Neko's scheduled work hours.

77. Neko's sexual assault of John Doe occurred within work-related place limits within an Equinox massage therapy room.

78. Neko's sexual assault of John Doe occurred within the scope of Neko's employment with Equinox, even though his ultimate actions might have been motivated by personal gratification and prohibited by his employer.

79. Neko held significant power and authority over John Doe because his employment enabled him to be alone with John Doe while he was vulnerable unclothed and exposed at Equinox.

80. Defendant, Equinox, is vicariously liable for the intentional and tortious misconduct of its employee, Neko, because the source of the harm is related to Neko's employment duties and the harm occurred within work-related limits of time and place of Neko's

employment.

81. As direct and proximate result, John Doe suffered injuries including, but not limited to, severe emotional distress and mental anguish, all of which he continues to suffer from today.

82. Punitive damages are necessary to punish and deter Defendant Equinox, from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against the Defendant, Equinox Holdings, Inc. d/b/a Equinox Lincoln Common, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT VII

John Doe v. Equinox Holdings, Inc. d/b/a Equinox Lincoln Common
(Intentional Infliction of Emotional Distress—Vicarious Liability)

1-69. Plaintiff incorporates all consistent paragraphs 1-69 of this Complaint as if fully set forth in this Count and further alleges the following.

70. At all times relevant, Neko was an employee, agent, apparent agent, servant, and/or representative of Equinox acting within the course and scope of his employment.

71. At all times relevant, Neko was acting under the authority granted to him by Equinox to provide massage services to Equinox members, including Plaintiff.

72. At all times relevant, Equinox placed Neko in a position of trust and authority over John Doe who was vulnerable and partially unclothed.

73. During the course of providing massage services to Plaintiff, Neko intentionally engaged in extreme and outrageous conduct, including sexually inappropriate touching, sexual

contact, sexual advances, sexual exploitation, and other conduct as alleged herein.

74. Neko knew that his conduct would cause Plaintiff severe emotional distress or, at a minimum, acted with reckless disregard of the probability that his conduct would cause Plaintiff severe emotional distress.

75. Neko's conduct exceeded all bounds of decency tolerated in a civilized society and constituted extreme and outrageous conduct.

76. As direct and proximate result, John Doe suffered injuries including, but not limited to, severe emotional distress and mental anguish, all of which he continues to suffer from today.

77. Punitive damages are necessary to punish and deter Defendant Equinox, from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against the Defendant, Equinox Holdings Inc. d/b/a Equinox Lincoln Common, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT VIII

John Doe v. Nicholas James Brown a/k/a Neko Rogue
(Battery and Sexual Assault)

1-69. Plaintiff realleges and fully incorporates by reference all facts and allegations contained in Paragraphs 1 through 69 fully set forth herein.

70. At all times relevant, Neko acted with the intent to cause the offensive and harmful contact upon John Doe.

71. John Doe did not consent to Neko's offensive and harmful sexual contact upon

him.

72. Neko's offensive and harmful contact upon John Doe has caused him to suffer humiliation, severe emotional distress, and mental anguish. John Doe has experienced anger, sadness, self doubt, fear, increased anxiety, Post Traumatic Stress Disorder, recurring flashbacks of sexual assault, and the assault has impacted how he interacts with people on a daily basis causing him to be guarded, all of which he continues to suffer from today.

WHEREFORE, Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against Defendant, Nicholas James Brown a/k/a Neko Rogue, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT IX

John Doe v. Nicholas James Brown a/k/a Neko Rogue **(Intentional Infliction of Emotional Distress)**

1-69. Plaintiff incorporates paragraphs 1-69 of this Complaint as if fully set forth in this Count and further alleges the following:

70. At all times relevant, Neko was in a position of trust and authority over John Doe who was vulnerable and partially unclothed.

71. During the course of providing massage services to Plaintiff, Neko intentionally engaged in extreme and outrageous conduct, including sexually inappropriate touching, sexual contact, sexual advances, sexual exploitation, and other conduct as alleged herein.

72. Neko knew that his conduct would cause Plaintiff severe emotional distress or, at a minimum, acted with reckless disregard of the probability that his conduct would cause Plaintiff severe emotional distress.

73. Neko's conduct exceeded all bounds of decency tolerated in a civilized society and constituted extreme and outrageous conduct.

74. As a direct and proximate result, John Doe suffered injuries including, but not limited to, severe emotional distress and mental anguish, all of which he continues to suffer from today.

75. Punitive damages are necessary to punish and deter Defendant, Neko, from engaging in this outrageous behavior again. Plaintiff will seek, in due course, an amendment that permits the imposition of punitive damages.

WHEREFORE, Plaintiff, John Doe, by and through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against Defendant, Nicholas James Brown a/k/a Neko Rogue, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00).

COUNT X
John Doe v. Nicholas James Brown a/k/a Neko Rogue
(Gender Violence Act)

1-69. Plaintiff incorporates all consistent paragraphs 1-69 of this Complaint as if fully set forth in this Count and further alleges the following:

70. At all times relevant, there was in full force and effect an Illinois statute known as the Gender Violence Act (herein “GVA”) (740 ILCS 82/1).

71. Section 5 of the GVA defines “gender-related violence,” which is a form of sex discrimination, to mean one the following:

- (1) One or more acts of violence or physical aggression satisfying the elements of battery under the laws of Illinois that are committed, at least in part, on the basis of a person's sex, whether or not those acts have resulted in criminal charges, prosecution, or conviction.
- (2) A physical intrusion or physical invasion of a sexual nature under coercive conditions satisfying the elements of battery under the laws of Illinois, whether or not the act or acts resulted in criminal charges, prosecution, or conviction.
- (3) A threat of an act described in item (1) or (2) causing a realistic apprehension that the originator of the threat will commit the act.

72. Pursuant to Section 10 of the GVA, any person who has been subjected to gender-related violence, as defined in Section 5, of the GVA may bring a civil action for damages, injunctive relief, or other appropriate relief against a person or persons perpetrating that gender-related violence.

73. Pursuant to Section 10 of the GVA, "perpetrating" means either personally committing the gender-related violence or personally encouraging or assisting the act or acts of gender-related violence.

74. At all times relevant, Neko, was an employee, agent, apparent agent and/or servant of Equinox.

75. On or about May 14, 2025, Defendant, Neko, had a duty of ordinary care so as to avoid causing injury and/or harmful or offensive contact to John Doe, including acts of gender violence.

76. Neko's sexual assault on John Doe during a massage, including touching John Doe's genitals and exposing his own genitals to John Doe without consent and as a duly authorized employee, agent, apparent agent and/or servant of Equinox, is a physical intrusion or physical invasion of a sexual nature.

77. In violation of the aforementioned duties, Defendant, Neko, perpetrated gender violence against John Doe by a physical intrusion or physical invasion of a sexual nature under coercive conditions in one or more of the following ways:

- a. Engaged in immoral conduct in the commission of sexual misconduct and/or sexual exploitation related to the licensee's practice in violation of 225 ILCS 57/45(a)(6) of the Illinois Compiled Statutes commonly known as the Massage Licensing Act;
- b. Engaged in dishonorable, unethical, or unprofessional conduct in violation of 225 ILCS 57/45(a)(6) of the Illinois Compiled Statutes commonly known as the Massage Licensing Act;
- c. Sexually and physically exploited John Doe;

- d. Touched John Doe’s penis without consent;
- e. Exposed his genitals to John Doe without consent; and/or
- f. Mentally exploited John Doe.

78. As a proximate result of Defendant, Neko’s foregoing acts or omissions, John Doe was sexually assaulted and suffered emotional and psychological injuries.

WHEREFORE, Plaintiff, John Doe, through his attorneys, **Taxman, Pollock & Bekkerman, LLC**, asks that a judgment be entered against Defendant, Nicholas James Brown a/k/a Neko Rogue, in a fair and just amount in excess of Fifty-Thousand Dollars (\$50,000.00), including attorney’s fees and costs.

Respectfully Submitted,
Taxman, Pollock & Bekkerman, LLC

/s/ Sarah Riess
Attorney for the Plaintiff

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

John Doe,

Plaintiff,

versus

Equinox Holdings, Inc., a Foreign Corporation
d/b/a Equinox Lincoln Common and Nicholas
James Brown a/k/a Neko Rogue,

Defendants.

Court No:

JURY DEMAND

AFFIDAVIT OF DAMAGES

Sarah Riess, having first been sworn, under oath, states as follows:

1. I am an attorney for the law firm of Taxman, Pollock & Bekkerman, LLC, and licensed to practice law in Illinois. If called to testify, I would competently testify as to the contents of this Affidavit.
2. I represent the Plaintiff in the Plaintiff's Complaint attached to this Affidavit.
3. As a result of the negligence of the Defendants described in the attached Complaint at Law, the Plaintiff suffered severe injury.
4. Based upon the injuries of Plaintiff, John Doe, the total amount of money damages sought by the Plaintiff exceeds fifty thousand dollars (\$50,000.00).

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

Respectfully submitted,

By: /s/ Sarah Riess
Attorney for the Plaintiff

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