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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/31/2017 at 08:42:58 AM
Clerk of the Superior Court
By Lee McAlister, Deputy Clerk

6 Attorney for Plaintiff Zhala Tawfiq

7 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

8 COUNTY OF SAN DIEGO

9 ZHALA TAWFIQ,

10 Plaintiff,

11 v.

12 MISS MIDDLE EAST BEAUTY PAGEANT
13 USA, INC., a California non-profit corporation;
14 BESSMON KALASHO, an individual, dba
15 “Miss Middle East USA Beauty Pageant”;
16 DOES 1 – 10, inclusive,

17 Defendants.

Case No.: 37-2017-00019692-CU-FR-CTL

UNLIMITED CIVIL JURISDICTION

JURY DEMAND

COMPLAINT SEEKING DAMAGES,
DECLARTORY RELIEF, AND PUNITIVE
DAMAGES

CAUSES OF ACTION:

1. FRAUD
2. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS
3. DEFAMATION PER SE

1 Plaintiff avers:

2 **JURISDICTION**

3 1. This Court has jurisdiction over the claims for relief asserted herein pursuant to Article
4 6, Section 10 of the Constitution of the State of California.

5 **VENUE**

6 2. Venue of this civil action is properly fixed in San Diego County, California,
7 pursuant to Sections 395 and 395.5 of the California Code of Civil Procedure.

8 **CERTAIN AVERMENTS UPON INFORMATION AND BELIEF**

9 3. The averments of fact which are contained within certain Paragraphs of this
10 Complaint are made upon information and belief, which may be grounded in whole or in part upon
11 matter discovered through investigation conducted by the undersigned counsel.

12 **PARTIES**

13 4. Plaintiff, ZHALA TAWFIQ is an individual and a citizen of the State of California.

14 5. Plaintiff is informed and believes, and thereupon avers, that Defendant, MISS
15 MIDDLE EAST BEAUTY PAGEANT USA, INC. (hereinafter "PAGEANT"), is a non-profit
16 corporation organized and existing pursuant to the laws of the State of California. MISS MIDDLE
17 EAST BEAUTY PAGEANT USA, INC. was registered as a California non-profit organization on
18 May 1, 2017.

19 6. Plaintiff is informed and believes, and thereupon avers, that Defendant BESSMON
20 KALASHO, is an individual, who was and/or is doing business as "Miss Middle East USA Beauty
21 Pageant" at all relevant times herein. Plaintiff is informed and believed that Defendant BESSMON
22 KALASHO is the proprietor, responsible individual and properly-named defendant for all actions
23 complained of herein for the entity "Miss Middle East USA Beauty Pageant" prior to the inception
24 of Defendant MIDDLE EAST BEAUTY PAGEANT USA, INC., which occurred on May 1, 2017.
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1 Plaintiff has information and belief that Defendant BESSMON KALASHO is liable in his personal
2 capacity for certain actions complained of herein. Defendant KALASHO represents himself as
3 “Founder & President” of Defendant MIDDLE EAST BEAUTY PAGEANT USA, INC on the
4 PAGEANT’s website at www.missmiddleeastca.com (as of May 27, 2017).
5

6 7. Except as may be described herein, Plaintiffs are as yet ignorant of the true names,
7 capacities and nature and extent of participation in the course of conduct alleged herein of the persons
8 sued as DOES 1 through 10 inclusive, and Plaintiffs are as yet ignorant of the nature and extent of
9 any interest which the persons sued as DOES 1 through 10 inclusive may have in the subject of the
10 instant Complaint; Plaintiffs therefore sue these defendants by such fictitious names. Plaintiffs will
11 amend this complaint to allege the true names and capacities of the DOE defendants when
12 ascertained.
13

14 8. Upon information and belief, each of the Defendants named herein, including
15 DOES 1-10 and their alter-egos, acted as an owner, principle, agent, employer, employee, joint
16 employer, joint venturer, franchisor, franchisee, shareholder, director, member, co-conspirator,
17 master, or partner of each other, and at all times mentioned herein were acting within the scope
18 and course and in pursuance of his, her, or its agency, employment, joint employment, joint venture,
19 franchise, partnership, common enterprise, or actual or apparent authority in concert with each
20 other.
21

22 9. Upon information and belief, each of the Defendants named herein, including
23 DOES 1-10 and their alter-ego LLCs, are individually, jointly, and severably liable to Plaintiff
24 because each Defendant directly or indirectly, or through an agent or employee, actually,
25 proximately and vicariously caused injury to Plaintiff as herein described.

26 10. Upon information and belief, the acts and omissions of each Defendant named
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1 herein, including DOES 1-10 and their alter-ego LLCs, contributed to the acts and omissions of
2 each and every one of the other Defendants in proximately causing the complaints, injuries, and
3 damages alleged herein; Defendants approved of, condoned, and/or otherwise ratified each and
4 every one of the acts or omissions complained of herein; and Defendants aided and abetted the
5 acts and omissions of each and every one of the other Defendants, including DOES 1-10 and their
6 alter-ego LLCs, in proximately causing the complaints, injuries, and damages alleged herein.
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8 GENERAL ALLEGATIONS

9 11. Defendant KALASHO owns and operates Defendant MISS MIDDLE EAST
10 BEAUTY PAGEANT USA, INC. and its predecessor incarnation, proudly proclaiming on its
11 webpage: “The empowerment of women has been a long standing [sic] goal of mine since my
12 early teens... The freedom to wear what you want, marry who you want, vote, drive and have
13 equal standings in court and community. [sic] It’s my life's mission to achieve these things for
14 Middle Eastern women, everywhere. The Pageant is a vehicle for such bold and empowering steps.
15 We owe it to our girls, our women, our future, because who would we be not to do this?” Defendant
16 KALASHO elects to forward this worthy cause via the non-profit’s annual beauty pageant.

17 12. Defendant PAGEANT boasts that the winner of the 2016 Pageant would receive,
18 *inter alia*, a “\$2,000 cash prize” and “thousands of dollars” in other prizes including but not limited
19 to clothing, cosmetic dental procedures, and television commercial auditions.

20 13. Plaintiff ZHALA TAWFIQ, a young woman of Kurdish descent, learned of the
21 Defendants’ pageant, stated mission and \$2,000 cash prize and other prizes, and became enticed
22 by the offer. In direct reliance on Defendants’ representations regarding the various prizes being
23 offered, Plaintiff TAWFIQ decided to enter the 2016 “Miss Middle East USA Beauty Pageant.”
24 On May 19, 2016, Plaintiff TAWFIQ, entered, completed and won the Pageant. Defendant
25 KALASHO crowned her “Miss Middle East USA 2016,” provided her with a crown, sash, trophy
26 and oversized check for \$2,000.
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1 14. Unfortunately, Ms. TAWFIQ was not able to take the \$2,000 oversized check to the
2 bank, as it was a complete farce. Instead of the unambiguously promised \$2,000 cash prize for
3 winning, Defendant PAGEANT provided Plaintiff TAWFIQ an “opportunity” to execute an
4 employment contract with the PAGEANT which contained several unreasonable, onerous, and
5 unenforceable terms, along with a promise of \$2,000 in wages expressly conditioned on Plaintiff’s
6 adherence to the terms of the contract. It is axiomatic that Defendants did not provide what was
7 promised: A contract offering \$2,000 in wages upon satisfactory completion of employ is not a
8 \$2,000 prize. Moreover, in addition to the \$2,000 prize money that was never provided to Plaintiff
9 TAWFIQ, she also never received the promised clothing, cosmetic dental procedure, the designer
10 clothing photo shoot nor the audition for a television commercial.

11
12 15. The PAGEANT, a registered non-profit, ostensibly runs the event for charity,
13 obtains sponsors, and sells tickets to the event. No individual charity is identified as a beneficiary
14 of the event on either the PAGEANT’s website, social media platforms nor related literature; this,
15 despite the fact, that the 2016 pageant sold packages for: \$5,000, \$3,000, \$1,000, \$500, and \$200,
16 in addition to, individual ticket sales sold at \$50 for the maximum capacity event held at the Cortez
17 Ballroom of Hilton San Diego Mission Valley. The PAGEANT also obtains sponsorships
18 ostensibly to pay for the various awards promised to the winning contestants. The PAGEANT
19 additionally requires each contestant to pay \$50 for entry.

20 16. In or about March 2017, while Plaintiff was employed by the PAGEANT as Miss
21 Middle East USA 2016, a dispute arose between Plaintiff and Defendant KALASHO regarding
22 KALASHO’s request to have unfettered access to Plaintiff’s Facebook page including the ability
23 to unilaterally post materials to Plaintiff’s profile.

24 17. On or about April 7, 2017, amid the contractual dispute, Defendant DOE 1
25 published four photos of Plaintiff’s likeness on the bodies of nude women via a public Instagram
26 profile entitled: zhala_tawfiq_fanpage. The account contained the tagline: “Leaked images of
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1 Miss Middle East Beauty Queen.” The account further “tagged” Plaintiff to ensure that she would
2 see the publication of the distressing and defamatory photos. Moreover, this shocking and
3 outrageous conduct was timed to maximize the infliction of emotional distress upon Plaintiff as it
4 was known to DOE 1 that Plaintiff, was embarking on overseas travel to the Middle East on the
5 very day the photographs were published. As a direct and proximate result of DOE 1’s despicable
6 conduct, Plaintiff suffered severe emotional distress which has required medical treatment.
7

8 18. Upon good faith, information and reasonable belief, DOE 1 is a named Defendant
9 and/or was acting upon the direction of a named Defendant and/or was working in concert with a
10 named Defendant.

11 19. On or about May 15, 2017, Defendant PAGEANT through Defendant KALASHO
12 wrote to Plaintiff TAWFIQ: “We regret to inform you that the Title of 2016 Miss Middle East has
13 been forfeited due to breach of contract. We hereby exercise our rights under contract and
14 application under section ‘Release, Waiver & Legal’ to the effect.” [sic] There is no valid contract
15 which dictates the rights, responsibilities, obligations nor remedies for breach between Plaintiff
16 and Defendants; alternatively, Plaintiff substantially complied with all of her obligations as
17 understood by her as 2016 Miss Middle East USA and therefore Defendants were wrong to
18 “remove” her as the 2016 Miss Middle East USA.

19 20. On or about May 22, 2017, Defendants scrubbed Plaintiff TAWFIQ from their
20 website and announced a replacement winner for the 2016 contest exacerbating Plaintiff
21 TAWFIQ’s emotional distress.

22 **CAUSES OF ACTION**

23 **FIRST CLAIM FOR RELIEF**

24 Fraud

25 Against All Defendants (including DOES)

26 21. The averments contained in the above paragraphs 1 through 20 hereof are fully
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1 incorporated herein by reference.

2 22. Defendant KALASHO dba “Miss Middle East USA Beauty Pageant” and
3 Defendant MISS MIDDLE EAST BEAUTY PAGEANT USA, INC. made false representations of
4 material fact regarding the prizes awarded to the first-place winner of their 2016 Miss Middle East
5 USA Beauty Contest. Specifically, Defendants represented that the winner would receive a \$2,000
6 cash prize, clothing, teeth-whitening, photo shoots and a television commercial audition. Plaintiff
7 won the 2016 contest and did not receive any of the aforementioned prizes.
8

9 23. Defendants knew these representations were false when made.

10 24. Defendants never had any intention of honoring their promises regarding the prizes
11 awarded to the winner of their contest.
12

13 25. Defendants intended that Plaintiff, other contestants and the general public rely
14 upon their misrepresentations of material fact.

15 26. Plaintiff reasonably relied upon Defendants’ false representations upon entering the
16 contest and paying the \$50 entry fee.
17

18 27. Plaintiff was harmed as a result of Defendants’ false representations of material fact.

19 28. Defendants’ false representations were a substantial factor in causing Plaintiff’s
20 harm.
21

22 29. Defendants acted with fraud, oppression and/or malice, and as such, are subject to
23 punitive damages.

24 **SECOND CLAIM FOR RELIEF**

25 Intentional Infliction of Emotional Distress
26 Against all Defendants (including DOE Defendants)

27 30. The averments contained in the above paragraphs 1 through 28 hereof are fully
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1 incorporated herein by reference.

2 31. Defendants' conduct complained of herein was intentional and outrageous.

3 32. Defendants' engaged in the conduct complained of herein with the intent to cause
4 Plaintiff emotional distress.

5 33. Plaintiff suffered harm and severe emotional distress including but not limited to
6 suffering, anguish, fright, horror, nervousness, grief, anxiety, worry, shock, humiliation, pain,
7 fright, nervousness, mortification, shock, indignity, embarrassment, apprehension, and terror.

8 34. Defendants' conduct was a substantial factor in causing Plaintiffs' severe emotional
9 distress.

10 35. Defendants acted with fraud, oppression and/or malice, and as such, are subject to
11 punitive damages.

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14 **THIRD CLAIM FOR RELIEF**

15 Defamation Per Se

16 Against all Defendants (including DOE Defendants)

17 36. The averments contained in the above paragraphs 1 through 33 hereof are fully
18 incorporated herein by reference.

19 37. Defendants intentionally created and published false, modified and photoshopped
20 images of Plaintiffs' likeness on the bodies of nude women. Defendants represented that the photos
21 were true and accurate "leaked images of Miss Middle East," identified the Plaintiff by name and
22 "tagged" Plaintiffs' Instagram account. The images were broadcast on Instagram to the general
23 public.

24 38. The defamatory nature of Defendants' publication is apparent on its face.

25 39. As a result of Defendants' conduct, Plaintiff suffered actual damages including but
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1 not limited to, harm to her business, trade and occupation, harm to her reputation, shame,
2 mortification, and severe emotional distress.

3 40. Defendants acted with fraud, oppression and/or malice, and as such, are subject to
4 punitive damages.
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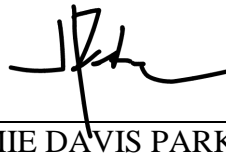
1 **PRAYER FOR RELIEF**

2 WHEREFORE Plaintiff requests the following relief:

- 3 A) On the First Cause of Action for Fraud, judgment over and against Defendants,
4 awarding actual and punitive damages.
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6 B) On the Second Cause of Action for Intentional Infliction of Emotional Distress,
7 judgment over and against Defendants, awarding actual and punitive damages.
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9 C) On the Third Cause of Action for Defamation per se, judgment over and against
10 Defendants, awarding actual, general and punitive damages.
11
12 D) On all causes of action, Declaratory relief identifying the rights, responsibilities and
13 obligations of each party.
14
15 E) Any other relief as the Court may deem reasonable and just.

16
17 DATED: May 29, 2017

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2 **JURY DEMAND**

3 Plaintiff ZHALA TAWFIQ hereby demands trial by jury of all issues triable by a jury,
4 pursuant to applicable law, including, but not necessarily limited to Article I, Section 16 of the
5 California Constitution, and/or Section 592 of the California Code of Civil Procedure.
6

7 DATED: May 29, 2017

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