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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 28 2011

John A. Clarke, Executive Officer/Clerk
BY [Signature], Deputy
Shanaya Wesley

Attorneys for Plaintiff
ANYCK MARIE-CLAIRE TURGEON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANYCK MARIE-CLAIRE TURGEON, an
individual,

Plaintiff,

vs.

JOHN MARK MOORE (AKA MARK MOORE,
AKA M. MOORE, AKA J. MARK MOORE,
AKA J.M. MOORE, AKA JOHN M. MOORE,
AKA MARK J. MOORE, AKA M. J. MOORE),
an individual; CORECLEAN GROUP, LLC
(FORMERLY DOING BUSINESS AS OMNI
AGRI RESOURCES, LLC), a California Limited
Liability Corporation; COREAGRI OF
CALIFORNIA, LLC, aka COREAGRI, LLC, a
California Limited Liability Corporation;
MOORE AGRICULTURAL PRODUCTS
COMPANY, INC., a California Corporation;
OMNI AGRI TRADE GROUP, LLC, a California
Limited Liability Corporation; OMNI AGRI
TRADE GROUP OF CALIFORNIA, LLC
(FORMERLY DOING BUSINESS AS BDH
RESOURCES, LLC), a California Limited
Liability Corporation; CORESULPHUR, INC.
(FORMERLY DOING BUSINESS AS OMNI
SULPHUR, LLC), a California Corporation;
COREFLUIDS, LLC (FORMERLY DOING
BUSINESS AS AUCTERUS, LLC), a California
Limited Liability Corporation; AMERICAN
MICROTECH, LLC, a California Limited
Liability Corporation; CACTUSBOD1, LLC, a

CASE NO.: BC 475979

COMPLAINT FOR DAMAGES:

1. SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE §1708.5
2. ASSAULT
3. BATTERY
4. GENDER VIOLENCE IN VIOLATION OF CALIFORNIA CIVIL CODE §52.4
5. VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL CODE §§51, 52
6. VIOLATION OF THE RALPH CIVIL RIGHTS ACT, CALIFORNIA CIVIL CODE §51.7
7. SEXUAL HARASSMENT IN VIOLATION OF CIVIL CODE §51.9
8. SEXUAL HARASSMENT IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT AND/OR PUBLIC POLICY
9. GENDER DISCRIMINATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT AND/OR PUBLIC POLICY
10. FAILURE TO INVESTIGATE DISCRIMINATION HARASSMENT

CIT/CASE: BC475979 LEA/DEF#:
RECEIPT #: CH445980064
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1 California Limited Liability Corporation; J3
2 PROPERTIES, LLC, a California Limited
3 Liability Corporation; M2 PROPERTIES, LLC, a
4 California Limited Liability Corporation;
5 MICHAEL J. CAVALETTO RANCHES LLC, a
6 California Limited Liability Corporation, dba
7 CAVALETTO MOORE RANCH; and DOES 1
8 through 100, inclusive,

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Defendants.

- AND/OR RETALIATION IN VIOLATION OF FEHA
11. FAILURE TO PREVENT UNLAWFUL HARASSMENT, DISCRIMINATION, AND/OR RETALIATION IN VIOLATION OF FEHA
 12. WRONGFUL DISCHARGE IN RETALIATION FOR REJECTING AND PROTESTING SEXUAL HARASSMENT IN VIOLATION OF FEHA AND/OR PUBLIC POLICY
 13. WRONGFUL DISCHARGE IN RETALIATION FOR PROTESTING RACE AND NATIONAL ORIGIN DISCRIMINATION IN VIOLATION OF FEHA AND/OR PUBLIC POLICY
 14. WRONGFUL DISCHARGE IN RETALIATION FOR REPORTING HEALTH AND SAFETY VIOLATIONS, IN VIOLATION OF CALOSHA, LABOR CODE §6310, AND/OR PUBLIC POLICY
 15. VIOLATION OF THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT (LABOR CODE §§6300 ET SEQ.)
 16. NEGLIGENCE (NEGLIGENT SUPERVISION)
 17. BREACH OF CONTRACT, Agreement No. 1
 18. BREACH OF WRITTEN CONTRACT, Agreement No. 2
 19. BREACH OF WRITTEN CONTRACT, Agreement No. 3
 20. BREACH OF WRITTEN CONTRACT, Agreement No. 4
 21. BREACH OF CONTRACT, Agreement No. 5
 22. COMMON COUNT/QUANTUM MERUIT
 23. BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
 24. PROMISSORY ESTOPPEL
 25. FAILURE TO PAY WAGES
 26. FRAUD AND DECEIT
 27. NEGLIGENT MISREPRESENTATION

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28. CONVERSION
29. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS

Plaintiff Anyck Marie-Claire Turgeon (“Ms. Turgeon” or “Plaintiff”), for her causes of action, alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Anyck Marie-Claire Turgeon is an individual who resides in the city of Austin located in Travis County, Texas.

2. Plaintiff is informed and believes and thereon alleges that Defendant JOHN MARK MOORE (AKA MARK MOORE, AKA M. MOORE, AKA J. MARK MOORE, AKA J.M. MOORE, AKA JOHN M. MOORE, AKA MARK J. MOORE, AKA M. J. MOORE) (“Moore”) is an individual who resides in Nipomo, California in the County of San Luis Obispo, and at all times relevant hereto, was an owner, employee and managerial agent of all entity Defendants set forth below.

3. Plaintiff is informed and believes and thereon alleges that Defendant CORECLEAN GROUP, LLC (FORMERLY DOING BUSINESS AS OMNI AGRI RESOURCES, LLC) (“CCG”), is a Limited Liability Corporation with its principal place of business in California, in the County of San Luis Obispo.

4. Plaintiff is informed and believes and thereon alleges that Defendant COREAGRI, LLC, (“CAG”), is a Limited Liability Corporation with its principal place of business in California, in the County of San Luis Obispo.

5. Plaintiff is informed and believes and thereon alleges that Defendant COREAGRI OF CALIFORNIA, LLC (“CAC”), is a Limited Liability Corporation with its principal place of business in California, in the County of San Luis Obispo.

6. Plaintiff is informed and believes and thereon alleges that Defendant MOORE AGRICULTURAL PRODUCTS COMPANY INC. (“MAPC”), is a California Corporation with its principal place of business in California, in Kings County.

7. Plaintiff is informed and believes and thereon alleges that Defendant OMNI AGRI TRADE GROUP, LLC (“OATG”), is a Limited Liability Corporation with its principal place of business in California, in the County of San Luis Obispo

1 8. Plaintiff is informed and believes and thereon alleges that Defendant OMNI AGRICULTURE
2 TRADE GROUP OF CALIFORNIA, LLC (FORMERLY DOING BUSINESS AS BDH RESOURCES,
3 LLC) ("OATGCA"), is a Limited Liability Corporation with its principal place of business in California,
4 in the County of San Luis Obispo.

5 9. Plaintiff is informed and believes and thereon alleges that Defendant CORESULPHUR,
6 INC. (FORMERLY DOING BUSINESS AS OMNI SULPHUR, LLC) ("CSU"), is a Limited Liability
7 Corporation with its principal place of business in California, in the County of San Luis Obispo.

8 10. Plaintiff is informed and believes and thereon alleges that Defendant COREFLUIDS,
9 LLC (FORMERLY DOING BUSINESS AS AUCTERUS, LLC) ("CFL"), is a Limited Liability
10 Corporation with its principal place of business in California, in the County of San Luis Obispo.

11 11. Plaintiff is informed and believes and thereon alleges that Defendant AMERICAN
12 MICROTECH, LLC ("AMT"), is a Limited Liability Corporation with its principal place of business in
13 California, in the County of San Luis Obispo.

14 12. Plaintiff is informed and believes and thereon alleges that Defendant CACTUSBIDI, LLC
15 ("CBD"), is a Limited Liability Corporation with its principal place of business in California, in the
16 County of San Luis Obispo.

17 13. Plaintiff is informed and believes and thereon alleges that Defendant J3 PROPERTIES,
18 LLC ("J3P"), is a Limited Liability Corporation with its principal place of business in California, in the
19 County of San Luis Obispo. Defendant J3P is an owner of Defendant CCG.

20 14. Plaintiff is informed and believes and thereon alleges that Defendant M2 PROPERTIES,
21 LLC ("M2P"), is a Limited Liability Corporation with its principal place of business in California, in the
22 County of San Luis Obispo. Defendant M2P is an owner of Defendant CCG.

23 15. Plaintiff is informed and believes and thereon alleges that Defendant MICHAEL J.
24 CAVALETTO RANCHES, LLC is a Limited Liability Corporation, dba CAVALETTO MOORE
25 RANCH ("CMR"), with its principal place of business in California, in the County of San Luis Obispo.
26 Ms. Turgeon received payments in September 2010 through January 2011 from CMR which she
27 understood to be for part of the services she rendered and/or partial reimbursement of business expenses.
28 Thus, CMR was one of Ms. Turgeon's employers.

1 16. Defendants Moore, CCG, CAG, CAC, MAPC, OATG, OATGCA, CSU, CFL, AMT,
2 CBD, J3P, M2P and CMR, shall hereinafter be referred to collectively as "CC." At all times relevant
3 hereto, Defendant CCG was and is the parent company for CAG, CAC, OATG, OATGCA, CSU, CFL,
4 and CBD. Defendants CC own and operate various agriculture-related businesses in California, several
5 other states and countries. Defendants CC's U.S.-based businesses are operated from their offices in
6 Nipomo and Arroyo Grande, California.

7 17. Ms. Turgeon is informed, believes and thereon alleges that Defendants CC and Moore
8 constitute a single employer/joint employer for purposes of liability, as there is (1) an interrelation of
9 operations; (2) centralized control of labor relations; (3) common management; and/or (4) common
10 ownership or financial control. Laird v. Capital Cities/ABC, Inc. (1998) 68 Cal.App.4th 727, 737-738;
11 Lockard v. Pizza Hut, Inc. (10th Cir. 1998) 162 F.3d 1062, 1069. Defendants CC and Moore were joint
12 employers of Ms. Turgeon. Defendants CC and Moore each retained the right to control the means and
13 manner of Ms. Turgeon's performance. Defendants are jointly and severally liable for the wrongs set
14 forth below as joint employers.

15 18. Plaintiff is informed and believes that Defendant Moore is personally liable for the
16 wrongful conduct of Defendants CC, their agents and employees as Defendant Moore acted as an alter
17 ego for Defendants CC, and the Defendants that comprise CC acted as alter egos for each other. Ms.
18 Turgeon is informed and believes and thereon alleges that at all times relevant hereto, there was and is a
19 unity and identity of interest between Defendants CC and Moore such that the separateness of
20 Defendants CC and Moore ceased. Ms. Turgeon is informed and believes and thereon alleges that at all
21 times relevant hereto, there was and is a unity and identity of interest by and between Defendants which
22 comprise CC such that the separateness of the Defendants which comprise CC ceased. Further, Ms.
23 Turgeon has reason to believe that at all times relevant hereto, Defendant Moore failed to adequately
24 capitalize Defendants CC, commingled funds, personally used the funds from the various Defendants
25 which comprise CC, diverted the assets of the Defendants which comprise CC, and failed to operate the
26 entities which comprise CC in compliance with corporate formalities. Adherence to the fiction of the
27 separate existence of Defendants Moore, the corporations and business entities which comprise
28 Defendants CC would, in the particular circumstances of this case, sanction a fraud or promote injustice.
Accordingly, Defendant Moore should be held personally liable for the wrongful conduct in which

1 Defendants CC and their agents engaged, and the Defendants which comprise CC should be held jointly
2 and severally liable for the wrongful conduct of each other entity.

3 19. Defendants Moore and CC, and each of them, acted at all times as agents of each other.
4 Defendants Moore and CC, and each of them, are liable for the wrongful conduct of each other as
5 agents.

6 20. Plaintiff is unaware of the true names or capacities of the Defendants sued as DOES 1
7 through 100, inclusive, therefore sue said Defendants by fictitious names. Plaintiff will seek leave to
8 amend this Complaint when their true identities are discovered. At all times mentioned, each named
9 Defendant and DOES 1 through 100, inclusive, were the employees, agents or representatives of each
10 other Defendant and were acting with the knowledge and consent of each other Defendant and within
11 the purpose and scope of such employment, agency or representation in doing or failing to do the acts
12 alleged in this Complaint.

13 21. Pursuant to the parties' agreement, venue for this action shall be the Los Angeles
14 Superior Court.

15 **I.**

16 **PARTIES**

17 **A. Anyck Marie-Claire Turgeon's Background and Work Experience Before Defendants**

18 22. Anyck Marie-Claire Turgeon has 24 of years of experience in the tech innovation field
19 and in executive management. Ms. Turgeon's career in Tech Innovation includes owning her own
20 business, providing consulting services, teaching graduate level courses in Computer Science, sales,
21 marketing and project management, and working her way up the corporate ladder to positions of Vice
22 President, Director of Worldwide Marketing, Chief of Marketing, Strategy & Security, Chief of
23 Information, Strategy & Security, and Chief Executive Officer.

24 23. Ms. Turgeon has designed, deployed and managed revolutionary technology business
25 solutions for small to large corporations worldwide, including General Motors, Nike, JP Morgan Chase,
26 MasterCard, Nabisco, United Nations, Toronto Stock Exchange and Thompson Newspaper (aka
27 Thompson Reuters).

28 24. Ms. Turgeon's experience includes involvement in significant sales deals at her prior
employers. Ms. Turgeon hosted a radio show (The Tech Innovation Radio Show) that showcases

1 emerging innovative technologies. She has achieved recognition as a business leader, visionary and
2 spokes-person. She has a successful track record managing employees, and providing business
3 consulting services to over 120 companies (including 35 Fortune 500 firms). At her prior employers,
4 Ms. Turgeon and her team reduced operating costs by millions of dollars. Ms. Turgeon has also been
5 instrumental in developing strategic relations with corporate investors, prospects, partners and board
6 members resulting in significant fund raising.

7 25. Ms. Turgeon has owned and operated as CEO several computer consulting, marketing
8 and investor relations companies. Just before joining Defendants, Ms. Turgeon worked as Chief of
9 Marketing, Strategy & Security at a company where she managed several departments. As a result of
10 her excellent work performance, Ms. Turgeon was promoted to Chief of Information Strategy and
11 Security. Ms. Turgeon's past experience prepared her for her position with Defendants. Ms. Turgeon
12 was hired by Defendant Moore as Chief Executive Officer ("CEO") and Chief of Information, Strategy
13 and Security ("CISS") of the predecessor to CoreClean Group, LLC ("CCG" - Omni Agri Resources,
14 LLC, which soon after became CCG) and its various subsidiaries and related companies, to increase
15 revenue, reduce costs, restructure the Company, maximize repeatable revenue growth, and evaluate and
16 make recommendations for increased efficiency in various systems, among other duties.

17 **B. Ms. Turgeon's Significant Accomplishments and Excellent Performance While Working**
18 **For Defendants**

19 26. Ms. Turgeon led Defendants' turnaround into a profitable business. Ms. Turgeon created
20 a new vision for Defendants businesses of green technology and sustainable development, which
21 entailed delivering solutions for cleaner air, growth of larger food supplies, and preserving the
22 environment through technology for recycling toxic and explosive materials worldwide. Ms. Turgeon
23 implemented a new corporate infrastructure, a full corporate renaming effort, devised a cost reduction
24 program, initiated a safety and security plan for the Company's facilities, conducted sales training,
25 praised by the owner as "outstanding," created customized sales kits - which Defendant Moore described
26 as "amazing." Ms. Turgeon also worked with senior managers on expanding Defendants CC's product
27 and service offerings, territory reach and strategic partnerships to increase revenue and profitability. She
28 raised the visibility of Defendants through industry recognition through awards and participation in

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1 industry events. Ms. Turgeon also designed new sales incentive plan and awards program, developed
2 uniform HR practices, performed marketing assessment and proposed market penetration strategies,
3 drafted e-shopping proposal, developed social media programs, and proposed new lead generation
4 approaches for new revenue opportunities, among other accomplishments.

5 **C. Notable Awards**

6 27. Ms. Turgeon's leadership and accomplishments have been recognized in the U.S. and
7 internationally. She has received an impressive list of prestigious awards and accolades including: the
8 2010 International Business Award as IT Executive of the Year¹ and the 2011 International Business
9 Award as Distinguished Honoree for Executive of the Year in Energy. Ms. Turgeon was also
10 recognized with the 2011 Golden Bridge Awards finalist for "Women Executives in America";² the
11 2010 and 2008 Industry's Most Valuable Performer Awards; the 2011, 2009 & 2008 "Women of the
12 Year in Information Security" Award from Who's Who; the 2008 Shaping Information Security People
13 Award; and finalist for the 2010, 2009 and 2008 "Best Executive" American Business Awards. Anyck

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15 ¹ The International Business Awards (IBA) is the only global, all-encompassing business awards
16 program honoring great performances in business. Nicknamed the Stevie® for the Greek word
17 "crowned." Honorees were selected from more than 3,000 entries received from organizations and
18 individuals in more than 50 countries. Ms. Turgeon is one of only 4 persons to have ever received the
19 Distinguished Honoree recognition as Executive of the Year in Energy. As Ms. Turgeon was also one
20 of 9 persons to ever receive the award as Executive of the Year in IT last year, her track record of
21 accomplishments demonstrates outstanding executive management skills that have successfully spanned
22 across industries. Leaders such as Toyota Motor Corporation Chairman Fujio Cho, Samsung Electronics
23 CEO Yun Jong-Yong, The Coca-Cola Company Senior VP Ingrid Saunders-Jones, Hewlett-Packard
24 CEO and Executive VP Catherine A. Lesjak, Wellpoint Chair of the Board, President & CEO Angela
25 Braly, and OCBC Bank CEO David Conner are among the group of business executives being
26 recognized in the 2011 International Business Awards.

27 ² Ms. Turgeon was named one of three finalists to be recognized in the Women Executives in America
28 category of the Annual 2011 Golden Bridge Awards. The industry award from Golden Bridge Awards is
the world's premier business recognition program. Industry giants such as Facebook CEO Mark
Zuckerberg, LinkedIn CEO Jeff Weiner, Apple CEO Steve Jobs, Google CEO Larry Page, Jeanne
Beliveau-Dunn of Cisco Systems, Vantage Communications CEO Irene Adler and John Forrest Ales of
Hilton Hotels & Resorts are among the recipients recognized for their industry contributions. An annual
achievements and recognition awards program with active participation from a broad spectrum of
industry voices, the coveted annual Golden Bridge Awards program encompasses the world's best in
organizational performance, products and services, executives and management teams, innovations, case
studies, product management, public relations and marketing campaigns, and customer satisfaction
programs from every major industry worldwide.

1 Turgeon was also a finalist for the Austin Business Journal's 2010, 2009 and 2008 Profiles in Power &
2 Women of Influence Awards.

3 **D. Defendants John Mark Moore, CC and Related Entities**

4 28. John Mark Moore (aka Mark Moore, aka M. Moore, aka J. Mark Moore, aka J.M. Moore,
5 aka John M. Moore, aka Mark J. Moore, aka M. J. Moore and possibly operating under other names),
6 owns and operates a number of farming and agricultural businesses with farmland and manufacturing
7 facilities in California, Texas, Tennessee, in the United States and in the countries of Oman and Turkey.
8 He was and is the President and Founding Manager of Defendants CC and all related and subsidiary
9 entities. The list of entities Defendant Moore owns and/or controls includes but is not limited to the
10 following:

- 11 (1) CoreClean Group, LLC ("CCG" - formerly doing business as OmniAgri
12 Resources, LLC)
- 13 (2) CoreAgri, LLC (purportedly formerly doing business as OmniAgri Trade Group,
14 LLC - but OmniAgri Trade Group, LLC is listed as "active" on the California
15 Secretary of State website) ("CAG")
- 16 (3) CoreAgri Of California, LLC ("CAC")
- 17 (4) Moore Agricultural Products Company Inc. ("MAPC")
- 18 (5) OmniAgri Trade Group of California, LLC (formerly doing business as BDH
19 Resources, LLC)
- 20 (6) CoreSulphur, Inc. (formerly doing business as OmniSulphur, Inc. and/or Omni
21 Sulphur, LLC)
- 22 (7) CoreFluids, LLC (formerly doing business as Aucterus, LLC)
- 23 (8) American Microtech, LLC
- 24 (9) CactusBD1, LLC
- 25 (10) J3 Properties, LLC
- 26 (11) M2 Properties, LLC
- 27 (12) Michael J. Cavaletto Ranches, LLC dba Cavaletto Moore Ranch

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1 II.

2 FACTUAL BACKGROUND

3 A. Defendant Moore Met And Hired Ms. Turgeon

4 29. When Plaintiff Anyck Turgeon met Defendant Mark Moore, Moore told Ms. Turgeon
5 how he had recently inherited from his father Defendant MAPC. He also told Ms. Turgeon how he
6 started related companies of his own, Defendants OAR and related entities. Moore also discussed the
7 many challenges he was having with the businesses. Ms. Turgeon told him of her business background
8 and experience. Over the course of about 3 years, Moore contacted Ms. Turgeon on an increasingly
9 frequent basis to seek her business advice and counsel in, among other areas, business management,
10 marketing, sales, business development and strategic planning. Finally, Moore started to explore with
11 Ms. Turgeon how her experience could benefit his current and future businesses on an ongoing, regular
12 basis.

13 30. Ms. Turgeon, a single woman, sensed that Moore, a married man, may be interested in a
14 romantic relationship with her. She let him know that she was not interested in such a relationship with
15 him but was interested in developing a successful business relationship that would benefit both of them.

16 B. Ms. Turgeon's Employment and Performance With Defendants

17 31. Moore praised Ms. Turgeon for her very good work performance, exceptional quality and
18 quantity of work performed, dependability, and for going above and beyond the call of duty throughout
19 the time Ms. Turgeon worked for Defendants. Defendants' recent commendation of Ms. Turgeon's
20 work includes the following: On or about August 28, 2010, Moore wrote to Ms. Turgeon in reference to
21 Ms. Turgeon's assistance which resulted in the Board of Takamul's approval of building a plant in
22 Oman with Omni Sulphur (which later became CoreSulphur – CSU), creation of presentations for
23 investor relations and obtaining financing for Moore's companies, and preparation and execution of a
24 marketing plan, "This past week reinforce just how well we work together. I'm proud of us both for
25 accomplishing what we did." He also referred to "the positive feedback that I have received...[that was]
truly positive support for you [Anyck Turgeon]" from Defendants CC's senior managers and others.

26 32. On or about September 4, 2010, Moore wrote to Anyck Turgeon, as he was about to
27 make her CEO of CCG, "I could not be prouder of you, or more pleased at this very moment...I'm very
28 grateful for your...partnership."

1 33. On or about September 16, 2010, Moore told Ms. Turgeon that he could never have made
2 the Senior Sales meeting on September 15, 2010 such an outstanding success without Ms. Turgeon, for
3 which Ms. Turgeon had developed all content. Defendant Moore congratulated Ms. Turgeon for her
4 “brilliant performance” and thanked her for creating and successfully deploying the new corporate
5 strategy for Defendant Moore’s companies (i.e., Defendants CC).

6 34. On or about October 14, 2010, Moore wrote to Ms. Turgeon, “Thanks for all of your
7 content and efforts tonight. You have vindicated my decision for recruiting you.”

8 35. On or about October 27, 2010, Moore wrote to Ms. Turgeon “...I remain quite impressed
9 with you. You handled everything today with Ty and Stig and other matters with trademark and naming
10 extremely well.”

11 36. On or about January 5, 2011, Defendant Moore praised Ms. Turgeon for preparing “by
12 far, the best sales training he ever attended,” and the “most valuable,” training material he had ever seen.
13 In addition, in front of Company employees, Moore praised the exceptional and unprecedented high-
14 quality of the training and sales content gathered, assembled and analyzed by Ms. Turgeon.

15 **C. Promises of Compensation For Ms. Turgeon’s Work**

16 37. Defendant Moore began discussing with Ms. Turgeon how she could join his Companies
17 on a permanent basis. Defendant Moore discussed with Ms. Turgeon how he was unable to obtain much
18 needed funds to assist with business cycles, grow his existing businesses and build new businesses.
19 Defendant Moore sought Ms. Turgeon’s expertise in executive management, corporate growth strategy,
20 investor relations, marketing and sales, among other areas. Moore sought access to Ms. Turgeon’s
21 investment, press and analyst contacts, sought her leadership, sought the tremendous revenue potential
22 from a new security branch of the business which was to rely largely on Ms. Turgeon’s portfolio of
23 prospective customer contacts, and Ms. Turgeon’s excellent business reputation, especially in security,
24 as they discussed development of a new business unit which contemplated issues with the use of toxic
and explosive chemicals in the manufacturing of various products.

25 (1) **Compensation and Equity**

26 38. While courting Ms. Turgeon to leave her then current employment as well as the high-
27 tech industry, Defendant Moore realized Ms. Turgeon would require a more lucrative compensation
28 package than what she was then earning. In addition to salary, bonus and other perqs, Defendant Moore

1 offered Ms. Turgeon significant equity in his entire conglomerate of businesses. As Ms. Turgeon had
2 provided expertise to Defendants for a number of years, Defendants discussed, offered and Ms. Turgeon
3 agreed to an employment term of 5 to 10 years.

4 39. Defendant Moore promised Ms. Turgeon:

- 5 (a) Initial compensation in the amount of \$25,000 per month, deferred to the
6 following year, or she would be paid the equivalent in equity in Defendants,
7 which Ms. Turgeon would be able to resell at its market value at her will,
8 (b) All business expenses were to be fully reimbursed to Ms. Turgeon, and
9 (c) Equity of 33% of the total value of OAR, its successors, including CCG, and all
10 related companies. Defendant Moore first made the promise to compensate Ms.
11 Turgeon with an equity interest in 2008. He reiterated the promise of an equity
12 interest to Ms. Turgeon numerous times in 2009 and then confirmed several times
13 that she would receive 33% of the total value of his companies throughout 2010.
14 The equity was to be vested in an initial allocation of 50%, and the remaining
15 50% was to be allocated over the next 5 years. In addition, Ms. Turgeon was to
16 be permitted to have an independent auditor of her choice to review all financials
17 of Defendant CCG and related companies at Defendants CC and Moore's
18 expense.

19 40. In about January 2010, the equity interest to Ms. Turgeon was described by Defendant
20 Moore as valued at about \$5.2 million, so he clearly understood what he was agreeing to compensate
21 Ms. Turgeon for all her past hard work and the value she brought to the Company including future
22 growth. Based on the offer of equity and the opportunity to lead Defendants to immense corporate
23 growth, Ms. Turgeon accepted Defendant Moore's offer as CEO & Chief of Information Security and
24 Strategy of OAR. Defendant Moore told Ms. Turgeon that he wanted her to commit to him and his
25 Companies for a minimum of 5 years, and he was distributing to her a substantial part of the equity
26 immediately because of the beneficial work she had already done for the Companies.

27 41. Based on Defendants' promises to Ms. Turgeon of employment, pay, benefits and equity
28 compensation, Ms. Turgeon worked long hours to fulfill her commitment to Defendants.

///

1 (2) Contracts Between Ms. Turgeon and Defendants

2 42. Effective January 1, 2009, Defendants agreed to hire Ms. Turgeon. She was to be paid
3 \$25,000 per month or its equivalent in corporate equity, which Ms. Turgeon would be able to resell at its
4 market value at her will. All business expenses were to be fully reimbursed to Ms. Turgeon. This
5 agreement was memorialized in writing via email ("**Agreement No. 1**"). However, Defendants did not
6 pay Ms. Turgeon for her services, did not compensate her with the agreed-upon equity, among other
7 breaches of Agreement No. 1.

8 43. On or about July 27, 2010, Defendants OAR (now Defendant CCG) and all related
9 entities, and Moore, on the one hand, and Ms. Turgeon, on the other hand, signed a 2-year Agreement
10 ("**Agreement No. 2**") providing that Ms. Turgeon, as Acting Chief of Information Strategy and
11 Security, would be paid \$2,000 per day (about \$43,000/month), reimbursement for expenses, among
12 other terms. However, Defendants did not pay Ms. Turgeon as agreed, among other breaches of
13 Agreement No. 2.

14 44. On or about September 23, 2010, Defendants OAR, CCG all related entities and Moore,
15 on the one hand, and Ms. Turgeon, on the other hand, signed another agreement through July 11, 2012,
16 governing their working relationship with an option for renewal for 3 years, through September 19, 2015
17 ("**Agreement No. 3**"). Ms. Turgeon's title officially became CEO, Chief of Information Strategy and
18 Security of OAR and all related entities (Defendants). Ms. Turgeon's compensation included, among
19 other terms:

- 20 (1) A minimum annual base salary of \$225,000
- 21 (2) Yearly base salary and other compensation increases
- 22 (3) A performance bonus of 10% of her base salary in cash and/or equity
- 23 (4) Interest due on any late payments
- 24 (5) 20 days of paid vacation per year as well as paid holiday and sick leave
- 25 (6) Group health insurance – vision, dental and medical
- 26 (7) 401k and other benefits at the same level as other Company executives
- 27 (8) Life and disability insurance
- 28 (9) Directors & Officers insurance
- (10) \$60,000 in expense reimbursement (past due), to be paid by January 15, 2011

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- 1 (11) Reimbursement of all other business expenses Ms. Turgeon incurred
- 2 (12) \$1,000/mo. auto allowance
- 3 (13) \$1,000 for home office allowance (per Appendix C)
- 4 (14) Full-time Executive Assistant (per Appendix C)
- 5 (15) Reimbursement of Education expenses
- 6 (16) Visitor hosting fees (per Appendix C)
- 7 (17) Prevailing party to recover attorneys' fees and all costs.

8 However, Defendants did not compensate Ms. Turgeon as agreed, among other breaches of Agreement
9 No. 3.

10 45. On October 16, 2010, Defendants, on the one hand, and Ms. Turgeon, on the other hand,
11 signed yet another 2-year Agreement governing their working relationship with an option for renewal
12 ("Agreement No. 4"). The key terms of Agreement No. 4 are substantially similar to Agreement No. 3
13 and include the following compensation for Ms. Turgeon:

- 14 (1) A minimum annual base salary of \$225,000
- 15 (2) Yearly base salary and other compensation increases
- 16 (3) A performance bonus of 10% of her base salary in cash
- 17 (4) Interest due on any late payments
- 18 (5) 20 days of paid vacation per year as well as paid holiday and sick leave
- 19 (6) Group health insurance – vision, dental and medical
- 20 (7) 401k and other benefits at the same level as other Company executives
- 21 (8) Life and disability insurance
- 22 (9) Directors & Officers insurance
- 23 (10) \$60,000 in expense reimbursement (past due), paid by January 15, 2011
- 24 (11) Reimbursement of business expenses Ms. Turgeon incurs
- 25 (12) \$1,000/mo. auto allowance
- 26 (13) \$1,000 for home office allowance (per Appendix C)
- 27 (14) Full-time Executive Assistant (per Appendix C)
- 28 (15) Reimbursement of Education expenses
- (16) Visitor hosting fees (per Appendix C)

1 (17) Prevailing party to recover attorneys' fees and all costs

2 However, Defendants did not compensate Ms. Turgeon as agreed, among other breaches of Agreement
3 No. 4.

4 (3) **Provisions Upon Termination of Ms. Turgeon's Employment**

5 46. Under Agreement No. 4, in the event of termination by Ms. Turgeon for "good reason,"
6 which includes Defendants' failure to pay her any of the compensation due (§8.5(b)), or if she is
7 terminated by the Company without cause (§8.7(b)), both of which occurred here, Defendants were
8 obligated to pay Ms. Turgeon:

- 9 (1) 18 months salary or the remainder of the contract term (July 11, 2012), payable in
10 a lump sum (§8.7(b)) or 36 months, per (§8.7(g)(i), because by denying Ms.
11 Turgeon the equity she was promised, Defendant Moore became the "beneficial
12 owner" representing 50% or more of the voting power of Defendant CCG and/or
13 by terminating Ms. Turgeon, there was a change in Defendant CCG's
14 management (§8.7(g)(i),(ii))
- 15 (2) 18 months health benefits or the remainder of the contract term (§8.7(b))
- 16 (3) 30 days' notice pay (§8.7(f))
- 17 (4) Bonus of at least \$22,500 per year (§8.7(b))
- 18 (5) All earned and unused vacation pay that accrued (§8.7(b))
- 19 (6) "All other benefits that Turgeon is entitled to receive under this agreement"
20 (§8.7(b), which includes:
- 21 a. A performance bonus of 10% of her base salary in cash
- 22 b. Interest at the legal rate of 10% due on any late payments
- 23 c. 20 days of paid vacation per year as well as paid holiday and sick leave
24 (§5.1)
- 25 d. Group health insurance – vision, dental and medical (§5.2)
- 26 e. 401k and other benefits at the same level as other Company executives
27 (§5.3)
- 28 f. Life and disability insurance (§5.4)
- g. \$1,000/mo. auto allowance (§5.7(a)(ii))

- h. Mobile phone and internet (§5.7(b))
 - i. \$1,000 for Home office allowance (per Appendix C)
 - j. Full-time Executive Assistant (per Appendix C)
 - k. Prevailing party to recover attorneys' fees and all costs
- (7) Gross-up Payment equal to the Excise Tax imposed on all Parachute Payments, per IRC §280G (§8.8)
- (8) Payments are intended to and shall be exempt from penalties, interest or taxes pursuant to Section 409A of the Internal Revenue Code. The Company will fully indemnify Ms. Turgeon if any are assessed. (§8.9)

However, Defendants did not compensate Ms. Turgeon as agreed, among other breaches of Agreement No. 4.

47. Beginning in 2008, Defendants OAR, CCG all related entities and Moore, on the one hand, and Ms. Turgeon, on the other hand, agreed that Ms. Turgeon shall be compensated with equity in Defendants. In 2010, Defendants confirmed that Ms. Turgeon would be compensated with 33% equity of Defendants' total value, including all assets ("**Agreement No. 5**"). However, Defendants failed and refused to compensate Ms. Turgeon with the promised equity.

D. Breaches of Contracts

48. On or about April 19, 2011, Douglas Kahn, attorney for Ms. Turgeon, sent a letter to Defendants' attorney, Jim McNeill, stating that Defendants had breached their Agreements with Ms. Turgeon, and she was entitled to terminate the employment relationship for "Good Reason," giving rise to terms of separation under Agreement No. 4, as set forth in paragraphs 8.5, 8.7 and other sections of Agreements Nos. 3 and 4.

49. On or about April 28, 2011, after Ms. Turgeon initiated the separation for Good Reason, Jim McNeill sent a letter to Kahn falsely claiming that Defendants had the right to fire her for "cause."

50. On or about May 11, 2011, Moore sent Ms. Turgeon a letter (apparently ghost-written by his attorney), purporting to fire her for cause from Defendant CCG (only), effective May 20, 2011. However, this retaliatory termination is ineffective since per Agreements Nos. 3 and 4, the Company could not initiate a termination for "cause" once Ms. Turgeon had initiated a termination for good reason, as she had done via the April 19, 2011 letter from attorney Douglas Kahn. (§8.1(b)).

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1 **E. Defendant Moore Sexually Harassed and Raped Ms. Turgeon**

2 51. During the business relationship between Defendants and Ms. Turgeon, Defendant
3 Moore instructed Ms. Turgeon to meet him for a dinner business meeting. During dinner with
4 Defendant Moore, Ms. Turgeon suddenly began feeling woozy, nauseous, dizzy, and slurring her words
5 after consuming part of a drink that she suspected Defendant Moore tainted with a date rape drug when
6 she briefly left the table. Defendant Moore walked Ms. Turgeon in to her hotel room and feeling ill, she
7 fell back onto the bed fully clothed. Defendant Moore unexpectedly climbed naked into Ms. Turgeon's
8 bed and grabbed her breast. Ms. Turgeon screamed at Defendant Moore "NO!" told him to get out of
9 her room and pushed him away. Upon waking up, Ms. Turgeon felt awful. She was very nauseous,
10 very depressed, felt very drowsy and disoriented. Defendant Moore had sex with Ms. Turgeon without
11 her consent. Ms. Turgeon has been suffering recurring nightmares and feelings of anger and shame.
12 Ms. Turgeon confronted Moore about the rape and expressed her outrage and disgust. Defendant Moore
13 admitted to the rape. Ms. Turgeon was sickened. Ms. Turgeon was shocked that someone with whom
14 she had been in regular contact, who she trusted, whose family she had met and became friendly with,
15 including his mother, sisters, wife, and daughters - how could he think that behavior was acceptable?
16 Nevertheless, despite this abhorrent act, Plaintiff was unable to easily terminate the relationship,
17 Defendant Moore convinced Ms. Turgeon to continue working for him, and Ms. Turgeon was counseled
18 by her religious leaders to forgive and help Defendant Moore, among other factors, compelled Plaintiff
19 to persevere.

20 (1) **Defendant Moore Continued His Sexual Advances**

21 52. Over the ensuing months, Defendant Moore continued his sexual advances towards Ms.
22 Turgeon – physical, verbal and visual - which were severe and/or pervasive and created a hostile work
23 environment, and/or constituted quid pro quo sexual harassment:

24 (a) **Additional Physical Sexual Harassment**

- 25 (1) Defendant Moore tried to kiss Ms. Turgeon and reached between her legs
26 when they sat down. Ms. Turgeon pushed him away. Defendant Moore
27 tried to touch Ms. Turgeon's breasts, hands and rear-end.
- 28 (2) Defendant Moore met Ms. Turgeon at her home-office for business
negotiations. Defendant Moore required Ms. Turgeon to host Defendants'
employees for work-related activities, including Defendant Moore. While
Defendant Moore was staying at Ms. Turgeon's home, he jumped into her

1 bed half naked while she was sleeping. Defendant Moore put his arms
2 around Ms. Turgeon and touched her vagina and breasts, without her
3 consent. Ms. Turgeon abruptly awoke, pushed him out of bed and yelled
4 at Defendant Moore to get out of her bedroom. Ms. Turgeon then went to
5 another bedroom of the house and locked herself inside. Ms. Turgeon
6 clearly told Defendant Moore that she was not interested in having an
7 intimate relationship with him.

8 (3) On another occasion, on a business trip, Defendant Moore booked only
9 one room – a suite - for Ms. Turgeon and him. Ms. Turgeon tried to get
10 another room, but was unable to do so. That night, Defendant Moore tried
11 repeatedly to kiss Ms. Turgeon, then tried to sleep with her. To protect
12 herself, Ms. Turgeon went to sleep fully-clothed on a small sofa in one
13 room of the suite – surrounding herself with sofa cushions, her long jacket
14 and her suitcase.

15 (4) Defendant Moore required Ms. Turgeon to stay in the casita outside his
16 home when she was in Nipomo on business. While Ms. Turgeon was
17 staying in the casita, Defendant Moore entered while Ms. Turgeon was
18 sleeping at about 4:00 am, took a shower and then slid into Ms. Turgeon's
19 bed naked! Ms. Turgeon awoke suddenly, pushed Defendant Moore away,
20 jumped out of bed and refused his sexual advances yet again. Defendant
21 Moore then offered to fix the safety issues at the plants in exchange for
22 sex from Ms. Turgeon. Of course, Ms. Turgeon turned him down and ran
23 out of the casita until Defendant Moore got dressed and left the casita.

24 (5) On several occasions, Defendant Moore took off his clothes, touched Ms.
25 Turgeon's breast, told her he wanted to have a shower with her and have
26 sex with her in exchange for signing the promised equity contract. Ms.
27 Turgeon refused his advance again.

28 (b) **Unwelcome Sexual Comments**

29 Defendant Moore made inappropriate sexual comments and sent inappropriate communications
30 to Ms. Turgeon, including the following:

31 (1) "can't deny my urges"

32 (2) "I certainly would have gone farther if the invitation was there"

33 (3) Signed a note "I really do miss you"

34 (4) "I am always excited when I am about to see you again and sad to see you
35 depart."

36 (5) "The more I'm around you, the more I'm able to absorb you and inhale
37 you..."

38 (6) "I miss you."

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- (7) Signed "Love, Mark."
- (8) Referring to Ms. Turgeon as Defendant Moore's "Texas wife"
- (9) Telling Ms. Turgeon, "you are on my mind a lot"
- (10) "I know what I feel, I just don't know how far to go in telling you"
- (11) "Wish you were here"
- (12) Repeated requests for Ms. Turgeon to go to conferences with him so they could be together.
- (13) In reference to the acquisition of a business vehicle for Ms. Turgeon, Defendant Moore told Ms. Turgeon that there should be enough space in the back to have sex in different positions. Ms. Turgeon reminded Defendant Moore that his comment was not funny and was inappropriate for business. Defendant Moore told Ms. Turgeon to grow up and chill out.
- (14) Defendant Moore sent Ms. Turgeon an e-mail with a sex joke about Catholic confessionals and, later, in a phone conversation said that he would have to go to the Catholic confessional given the new sexy cashmere dress that she bought. Ms. Turgeon told Moore that his remarks were inappropriate and asked him to refrain from making them.
- (15) Defendant Moore asked Ms. Turgeon to attend a conference with him in Paris, saying that she could be his translator. Then, he suggested that she could be his French maid and French kiss. Ms. Turgeon rejected the invitation and told Defendant Moore that she was really offended by his continuous sexually-oriented innuendos and again asked him to stop.
- (16) Defendant Moore told Ms. Turgeon he wanted to take her on a vacation with him.
- (17) "It is difficult to say goodbye with you, and this has always been from the time that you dropped me at my hotel that first day we met in Toronto and other times since. There are still times that I see you and instantly get that pit in my stomach, sweaty palms and a light head. A couple of times again even last week!"... signed "Love, Mark".
- (18) Defendant Moore wrote to Ms. Turgeon, "Frankly, I think you'll be quite lonely without me - I know I will be in reverse". Ms. Turgeon called Defendant Moore and told him that this was inappropriate.
- (19) Defendant Moore sent Ms. Turgeon an inappropriate joke email in which he refers to a cowboy that has obsessive sexual thoughts throughout the day about licking a woman's private parts. Defendant Moore then commented that most men are lesbians. Ms. Turgeon called Defendant

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1 Moore and firmly told Moore to never again send her sex jokes of any
2 kind.

3 (20) Defendant Moore referred to Ms. Turgeon in front of their subordinates as
4 his "Monica Lewinsky." Ms. Turgeon got offended and asked him to stop
5 his sexual references.

6 (21) Defendant Moore asked Ms. Turgeon for sex and made it a condition of
7 payment to Ms. Turgeon for her work, which was offensive to Ms.
8 Turgeon.

9 (22) At an Orlando, Florida conference that Defendant Moore hoped Ms.
10 Turgeon would attend, Defendant Moore bought and mailed to Ms.
11 Turgeon a candy engagement ring and Minnie Mouse hat with ears and a
12 white wedding veil. He brought up these unwanted, demeaning gifts to
13 Ms. Turgeon several times, including in front of employees. Ms. Turgeon
14 was offended by this gesture.

15 (23) Shortly thereafter, Defendant Moore told Ms. Turgeon that he wanted to
16 make some changes to her employment contract and needed her to be
17 available to meet with him again 1-on-1 in a hotel room for contract
18 signature. Ms. Turgeon refused and asked Defendant Moore to seriously
19 consider the challenges he was causing through his on-going sexual
20 advances. She asked Defendant Moore to stop sexually harassing her.

21 (24) Defendant Moore invited Ms. Turgeon to go skinny dipping. Moore gave
22 Ms. Turgeon an ultimatum: to have sex with him or lose her job. Ms.
23 Turgeon declined yet again. Defendant Moore then said that he will have
24 to demote Ms. Turgeon. He told Ms. Turgeon that "it was a mistake to
25 hire" her as CEO given that she is a woman. Ms. Turgeon was devastated
26 and confused.

27 53. Despite Ms. Turgeon's clear and repeated rejections of Defendant Moore's sexual
28 advances, Defendant Moore did not let up, and his advances continued. Several times, Moore
apologized to Ms. Turgeon for his behavior, promised not to do it again, and told her they should just
move forward and spoke of the successful business they were building together, the equity with which
he was going to compensate her, and their business partnership. But Defendant Moore persisted with his
unwanted sexual advances for some time, finally gave up, and demoted, then fired her in motivating part
for rejecting his advances.

29 **F. Ms. Turgeon Protested Health and Safety Hazards At Defendants' Plants**

30 54. During her employment with Defendants, Ms. Turgeon visited Defendants' plants,
31 observed and repeatedly reported to Defendant Moore a number of safety and health hazards and

1 substandard working conditions that existed at Defendants' plants which she believed were endangering
2 the lives of Defendants' employees and surrounding residents.

3 (1) Ms. Turgeon went to Defendants' Hanford, California plant. Ms. Turgeon toured
4 the plant and noticed toxic materials spilled on the plant grounds, inadequate fire
5 extinguishers, inadequate or no safety gear for the employees or visitors,
6 employee smoking on the job in a no-smoking area, and the absence of safety
7 posters, among other dangerous conditions. Ms. Turgeon reported the hazardous
8 environment to Defendant Moore. She then worked with management on a list of
9 improvements needed at the Hanford plant. Defendant Moore became upset at
10 Ms. Turgeon, threw Ms. Turgeon's report of health and safety concerns in the
11 trash, and did not take any steps to correct the situation.

12 (2) Ms. Turgeon traveled to Defendants' Humboldt, Tennessee to visit Defendants'
13 plant there, to evaluate a new work-site and obtain new business. As CEO, Ms.
14 Turgeon met with the staff and learned of employee complaints, safety hazards
15 and unhealthy working conditions – especially for the Black employees at the
16 Humboldt plant, including but not limited to:

- 17 (i) Lack of electricity in main storage facility,
- 18 (ii) Lack of heat or air conditioning,
- 19 (iii) Lack of eye washers,
- 20 (iv) Lack of proper ventilation,
- 21 (v) Disgusting bathroom and kitchen facilities,
- 22 (vi) Inadequate or absence of lighting,
- 23 (vii) Leakage of toxic chemicals out of slipshod, hand-taped connecting tubes,
- 24 (viii) Toxic chemicals spilled over the grounds of the plant
- 25 (ix) Use of the employee kitchen to store product samples of toxic materials,
- 26 (x) Mold in the office buildings, staff kitchen and refrigerator.

27 Ms. Turgeon reported these problems to the Senior Vice President of Operations
28 and to the owner, President and Managing Partner, Defendant Moore. She
requested these sordid conditions be fixed. She also made strong
recommendations to Lisa Sackie, Controller, and Martha Moore, Human
Resources Manager, (and Defendant Moore's sister), who at the time was
responsible for safety issues, that they visit the plant and discuss with the staff
their concerns. Ms. Turgeon wrote a report to Defendant Moore about her
concerns and the need to remedy the many safety and health hazards at the plants.
When Ms. Turgeon handed her report to Defendant Moore, he got upset at her and
never fixed the various problems.

29 (3) Ms. Turgeon received calls from staff at the Hanford plant reporting the
30 Company's improper and therefore illegal storage of toxic materials Ms. Turgeon
31 reported this to Defendant Moore. Martha Moore, (Defendants' Human
32 Resources Manager confirmed this to Ms. Turgeon. In a conversation with
33 Defendant Moore regarding the illegal storage of toxic waste materials at the
34 Hanford plant, Defendant Moore told Defendants' Human Resources Manager
35 that it was her issue to solve, so she needed to shut up if she did not want to have

1 the plant shut down, and lose her job.

2 (4) When Ms. Turgeon learned that one of the employees at Defendants' Cactus plant
3 got severely burned because the plant did not have accessible fire extinguishers.
4 The employee had been burned so badly that he needed to be transported to a
5 hospital burn center. Due to the severity of his injuries, the employee will be
6 unable to work for about the next 2 years, Ms. Turgeon talked to Defendant
7 Moore about what could be done to correct the safety hazards and visited the
8 plant. Instead of taking steps to remedy the problems, Defendant Moore told Ms.
9 Turgeon to focus on revenue growth activities.

10 (5) Ms. Turgeon arranged a follow-up trip to Defendants' Cactus plant to meet with
11 the injured employee, to discuss the other employees' safety and health concerns
12 and find out what she could do to fix the problems and prevent future injuries,
13 among other issues. The plant employees and local vendors met with Ms.
14 Turgeon, and reported numerous safety issues which were previously reported to
15 Don Davies, Defendants' Senior Vice President of Operations, and Defendant
16 Mark Moore. The employees informed Ms. Turgeon that Don Davies instructed
17 them not to speak to upper management or they would be fired. Ms. Turgeon
18 assured the staff she would do her best to keep their names confidential. She
19 reported to Defendant Moore safety issues she noticed and of which the
20 employees informed her, including: lack of ventilation, inoperational fire
21 extinguishers and no privacy for the only bathroom that was designated for men
22 only (located on the main route between the plant and the front office). When
23 Ms. Turgeon made recommendations to Defendants for safety measures and
24 repairs, Defendant Moore rebuffed her efforts, failed to take corrective action and
25 threatened to fire her if she discussed safety-related complaints with the
26 employees.

27 (6) Ms. Turgeon met with Kent Lambden, Defendants' Managing Director, and Lisa
28 Sackie, Defendants' Controller, to report the deplorable working conditions and
discriminatory practices taking place at Defendants' plants. Ms. Turgeon also
reported her concerns to Defendant Moore about disappearing inventory of toxic
and explosive materials, about which plant managers and other employees, were
also complaining. Ms. Turgeon reported a number of safety and security issues to
Defendants that needed to be remedied. Unfortunately, Defendants took no action
and told Ms. Turgeon to focus on other areas of the business.

(7) The Cactus plant had a broken warehouse-size door which made the plant
extremely cold, windy and unsafe. In addition, equipment and materials which
could be used for making explosives were being stolen from the plant. So, Ms.
Turgeon paid out of her own personal bank account the cost of fixing the large
front warehouse-size door at the Cactus plant. When Defendant Moore learned
that Ms. Turgeon had paid for the repair of the door, he got extremely angry with
her for getting the door fixed.

(8) Ms. Turgeon instructed Luke Evenson, Defendants' Cactus Assistant Plant
Manager, to complete a plant inspection with the local Fire Marshal (who

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1 mysteriously died within 2 months after making building recommendations to
2 Defendants' Cactus plant management representatives). Ms. Turgeon asked
3 Evenson to obtain quotes for the cost of safety equipment. Ms. Turgeon made
4 recommendations to Defendant Moore for plant improvements.

5 (9) **Defendant Moore offered to fix the safety issues** at Defendants' Cactus plant in
6 exchange for sex from Ms. Turgeon. Ms. Turgeon declined.

7 (10) Ms. Turgeon discussed again with Defendant Moore her concerns about health
8 and safety issues at the various plants.

9 (11) Defendant Moore told Ms. Turgeon to cancel her planned trip to the Humboldt,
10 Hanford and Cactus plants and to focus on upcoming sales training and sales
11 reports. Staff of the Humboldt and Cactus plants called Ms. Turgeon to express
12 their immense disappointment as they wanted to find solutions to several on-
13 going racial, health and safety issues that were causing high turnover as well as
14 health problems. Ms. Turgeon told Defendant Moore she wanted to address the
15 outstanding health and safety concerns.

16 (12) Ms. Turgeon received more calls from Cactus plant staff complaining of safety
17 concerns, unhealthy practices, and high-staff turnover due to lack of a safe
18 environment, among other issues. Many plant staff were complaining about
19 trouble breathing, chest pain, coughing, headaches and lack of safety gear. Ms.
20 Turgeon reported these complaints to Defendant Moore. Defendant Moore got
21 angry that the plant staff stayed in touch with Ms. Turgeon and threatened to fire
22 the complaining staff. **Defendant Moore also threatened to fire Ms. Turgeon if
23 she took any more calls from employees or returned to the plant.**

24 (13) Ms. Turgeon met with Defendants' plant managers at their request. They
25 reviewed pictures of all 3 plants and discussed solutions to on-going issues. Ms.
26 Turgeon relayed to Defendant Moore the plant managers' request for a bi-weekly
27 conference call to address safety concerns and other critical issues. Rather than
28 addressing the safety issues she raised, **Moore threatened Ms. Turgeon's job if
she kept focusing on trying to correct the health, safety and security issues.**

(14) Ms. Turgeon met with Defendant Moore to discuss, among other things, her on-
going safety concerns about Defendants' Texas plant where a lucrative customer
wanted to expand operations. Defendant Moore got angry and told Ms. Turgeon
to focus on sales and direct all complaints from any member of the staff to him
directly as he wanted to fire them "on-the-spot."

(15) In or about January, 2011, Ms. Turgeon learned from the Company's sales staff
and plant staff that there were new safety and health issues caused by the
unwillingness of Defendant Moore to solve reported issues – particularly related
to the lack of safety measures and safety gear. Ms. Turgeon informed Moore that
they will need time to discuss her on-going safety concerns. She prepared and
provided Moore with solutions for these issues, but Moore just asked Ms.
Turgeon to leave her recommendations with him.

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1 (16) On or about January 26, 2011, Defendant Moore told Ms. Turgeon to immediately
2 take vacation time off and cease all business activities until she accepts his sexual
3 advances and agrees to a lesser role within the Company. Ms. Turgeon agreed to
4 take time off but rejected any alternative job proposal as she felt that she had
5 proven that she had fulfilled her responsibilities set forth in the signed
6 employment agreement. Ms. Turgeon told Moore that she did not want to change
7 the terms of her engagement, and that her employment agreement protected her
8 from such a breach.

6 **G. Ms. Turgeon Protested Race And National Origin Discrimination**

7 55. During her employment, Ms. Turgeon traveled to Defendants' Humboldt plant in
8 Tennessee. She saw the squalor in which Black employees had to work, and learned of inadequate
9 facilities for the Black employees, including segregated facilities for Black employees, lack of
10 ventilation in the work area of the fertilizer plant among other humiliating conditions. Ms. Turgeon also
11 received a confidential call from employees of the Humboldt plant complaining about unfair treatment
12 of Black employees where Black staff was only considered for lower paying jobs, asked to work longer
13 hours than that for which they were paid, yelled at and mistreated by upper management. Ms. Turgeon
14 reported and protested this discriminatory mistreatment to Defendant Moore.

15 56. Ms. Turgeon also received calls from staff at the Hanford plant reporting the Company's
16 unfair treatment of Mexicans, who were required to work extra long hours and only get paid for a small
17 portion of their time. She protested this discriminatory mistreatment to Defendant Moore. Defendant
18 Moore told Ms. Turgeon any complaints from the staff should be directed to him.

19 **H. Ms. Turgeon Reported Harassment and Discrimination, But The Company Failed To**
20 **Prevent It, Failed to Promptly or Adequately Investigate And Failed To Take Prompt And**
21 **Effective Remedial Action**

22 57. During her employment at the Company, **Ms. Turgeon repeatedly rejected Defendant**
23 **Moore's sexual harassment and protested the mistreatment of Defendants' Black and Mexican**
24 **employees.** Her last complaint regarding Defendant Moore's offensive conduct was her last day of
25 work. Defendant Moore's despicable conduct continued and nothing changed for the better in Ms.
26 Turgeon's work environment. Defendants did nothing in response to Ms. Turgeon's reports of Moore's
27 offensive conduct, took no action to investigate or remedy the above problems, leaving Ms. Turgeon and
the Black and Mexican employees to suffer the continuing abuse.

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1 **I. Management Retaliated Against Ms. Turgeon For Protesting Harassment And**
2 **Discrimination. Ms. Turgeon Was Wrongfully Discharged After And In Motivating Part**
3 **Because She Rejected Moore's Sexual Advances, Protested Sexual Harassment, Protested**
4 **Race And National Origin Discrimination And/Or Because She Raised Concerns About**
5 **Safety And Health Hazards In The Plants.**

6 58. In retaliation for complaining about Moore's offensive conduct, Defendants continued to
7 harass Ms. Turgeon and caused her to suffer severe anxiety and depression. Defendants further
8 retaliated against Ms. Turgeon by informing her she was to be fired if she would not have sex with
9 Defendant Moore or demoted if she agreed to have sex with him. Defendant Moore refused to let her
10 return to work and ultimately fired her on or about May 20, 2011. Defendants terminated Ms. Turgeon
11 in retaliation for her reports of Defendant Moore's inappropriate conduct, complaints about
12 discriminatory mistreatment of African-American and Mexican employees of Defendants, and reports of
13 health and safety issues.

14 **J. Defendant Moore Fired Ms. Turgeon For False And Pretextual Reasons**

15 59. After Ms. Turgeon had an attorney contact Defendant Moore's attorney to obtain
16 payment for various monies due her, Defendant Moore's attorney then drafted a letter, signed by Moore,
17 firing Ms. Turgeon and falsely claiming she submitted improper expenses for reimbursement, to cover
18 up Defendants' true, illegal reasons for firing Ms. Turgeon.

19 **K. Ms. Turgeon's Attempts To Amicably Resolve Contract Issues and Her Requests for**
20 **Payment**

21 60. Ms. Turgeon contacted Moore asking to be paid for all wages, equity, expense
22 reimbursements, and other monies that were due and owing. To date, Defendants have not paid Ms.
23 Turgeon the promised compensation.

24 **L. Ms. Turgeon's Emotional Distress And Credit Damage**

25 61. The conduct of Defendants, their agents and employees has been outrageous and
26 despicable. As a result of Defendants' and their agents' unlawful conduct, Ms. Turgeon has suffered
27 from serious depression, loss of appetite, increased anxiety, sleeping too much, inability to get out of
28 bed in the morning, inability to concentrate, deep humiliation, embarrassment, fatigue, frustration,
nervousness, stomach problems, recurring diarrhea, irritability, and agoraphobic feelings, among other
symptoms. She seeks compensation for the health problems and serious emotional distress she has

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1 suffered as a consequence of the unlawful acts and omissions of Defendants, their employees and
2 agents. In addition, since her termination, Ms. Turgeon has had difficulty paying her bills and her credit
3 rating has been negatively affected.

4 62. Defendants are strictly liable and vicariously liable for their agents' and employees' acts
5 and omissions.

6 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

7 63. In 2011, Ms. Turgeon timely filed Complaints of Discrimination with the California
8 Department of Fair Employment and Housing ("DFEH"). Plaintiff has received the Right-to-Sue
9 Notices from the DFEH. Accordingly, Plaintiff has exhausted her administrative remedies.

10 **FIRST CAUSE OF ACTION FOR**
11 **SEXUAL BATTERY IN VIOLATION OF CALIFORNIA CIVIL CODE §1708.5**
12 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

13 64. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
14 as though set forth in full herein.

15 65. California Civil Code §1708.5 provides:

16 "(a) A person commits a sexual battery who does any of the following:

17 (1) Acts with the intent to cause a harmful or offensive contact with an intimate part
18 of another, and a sexually offensive contact with that person directly or indirectly results.

19 (2) Acts with the intent to cause a harmful or offensive contact with another by use of
20 his or her intimate part, and a sexually offensive contact with that person directly or
21 indirectly results.

22 (3) Acts to cause an imminent apprehension of the conduct described in paragraph (1)
23 or (2), and a sexually offensive contact with that person directly or indirectly results.

24 (b) A person who commits a sexual battery upon another is liable to that person for damages,
25 including, but not limited to, general damages, special damages, and punitive damages.

26 (c) The court in an action pursuant to this section may award equitable relief, including, but
27 not limited to, an injunction, costs, and any other relief the court deems proper.

28 (d) For the purposes of this section 'intimate part' means the sexual organ, anus, groin, or
buttocks of any person, or the breast of a female.

1 (e) The rights and remedies provided in this section are in addition to any other rights and
2 remedies provided by law.

3 (f) For purposes of this section 'offensive contact' means contact that offends a reasonable
4 sense of personal dignity."

5 66. As set forth above, Defendant Moore acted, in his capacity as an owner and managing
6 agent of Defendants, with the intent to cause a harmful or offensive contact with an intimate part(s) of
7 Plaintiff Turgeon's body, and a sexually offensive contact(s) with Ms. Turgeon directly or indirectly
8 resulted. In addition, or in the alternative, Defendant Moore acted with the intent to cause a harmful or
9 offensive contact(s) with Plaintiff Turgeon by use of his intimate part, and a sexually offensive contact
10 with Ms. Turgeon directly or indirectly resulted. In addition, or in the alternative, Defendant Moore
11 acted to cause imminent apprehension of the conduct described in Civil Code §1708.5(a)(1) or (2), and a
12 sexually offensive contact with Ms. Turgeon directly or indirectly resulted. Thus, Defendant Moore
13 committed Sexual Battery upon Plaintiff Turgeon.

14 67. The above said acts of Defendants constituted Sexual Battery, which was a proximate
15 cause in Plaintiff's damage as stated below.

16 68. As a proximate result of the aforesaid acts of Defendants and each of them, Plaintiff has
17 lost, and will continue to lose earnings and has suffered and/or will suffer other actual, consequential
18 and incidental financial losses, in an amount to be proven at trial. Plaintiff claims such amounts as
19 damages together with prejudgment interest pursuant to Civil Code Section 3287 and/or 3288 and/or any
20 other provision of law providing for prejudgment interest. Plaintiff has also suffered credit damage
21 and/or reputation damage.

22 69. As a proximate result of the aforesaid acts of Defendants and each of them, Plaintiff has
23 become mentally upset, distressed, humiliated and aggravated. Plaintiff claims general damages for
24 such mental and physical distress and aggravation in a sum in excess of the jurisdictional minimum of
25 this court.

26 70. Because the acts and omissions taken toward Plaintiff were carried out by a managerial
27 employec acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of
28 Plaintiff's rights and in order to injure and damage her, Plaintiff requests that punitive damages be

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1 levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
2 court.

3 **SECOND CAUSE OF ACTION**
4 **FOR ASSAULT**
5 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

6 71. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
7 as though set forth in full herein.

8 72. As set forth above, Defendant Moore acted, in his capacity as an owner and managing
9 agent of Defendants, intending to cause harmful or offensive contact. Ms. Turgeon reasonably believed
10 that she was about to be touched in a harmful or an offensive manner. Ms. Turgeon did not consent to
11 Defendant's conduct. Ms. Turgeon was harmed.

12 73. The above said acts of Defendants constituted Assault and were a proximate cause in
13 Plaintiff's damages as stated below.

14 74. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
15 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Assault.

16 **THIRD CAUSE OF ACTION**
17 **FOR BATTERY**
18 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

19 75. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
20 as though set forth in full herein.

21 76. As set forth above, Defendant Moore, in his capacity as an owner and managing agent of
22 Defendants, touched Ms. Turgeon with the intent to cause an offensive contact. Ms. Turgeon did not
23 consent to the touching and was offended by Defendant's s conduct. A reasonable person in Plaintiff's
24 situation would have been offended by the touching.

25 77. The above said acts of Defendants constituted Battery and were a proximate cause in
26 Plaintiff's damages as stated below.

27 78. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
28 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Battery.

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1 **FOURTH CAUSE OF ACTION**
2 **FOR GENDER VIOLENCE IN VIOLATION OF CALIFORNIA CIVIL CODE §52.4**
3 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

4 79. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
5 as though set forth in full herein.

6 80. California Civil Code §52.4 provides in pertinent part:

7 “(a) Any person who has been subjected to gender violence may bring a civil action for
8 damages against any responsible party. The plaintiff may seek actual damages,
9 compensatory damages, punitive damages, injunctive relief, any combination of those, or
10 any other appropriate relief. A prevailing plaintiff may also be awarded attorney's fees
11 and costs...

12 (c) For purposes of this section, ‘gender violence,’ is a form of sex discrimination and means
13 any of the following:

14 (1) One or more acts that would constitute a criminal offense under state law that has
15 as an element the use, attempted use, or threatened use of physical force against the
16 person or property of another, committed at least in part based on the gender of the
17 victim, whether or not those acts have resulted in criminal complaints, charges,
18 prosecution, or conviction.

19 (2) A physical intrusion or physical invasion of a sexual nature under coercive
20 conditions, whether or not those acts have resulted in criminal complaints, charges,
21 prosecution, or conviction...”

22 81. As set forth above, Defendant Moore, in his capacity as an owner and managing agent of
23 Defendants, committed gender violence against Ms. Turgeon, which would constitute a criminal offense
24 under state law and has as an element the use or attempted use of physical force against another person,
25 committed at least in part based on the gender of Ms. Turgeon, the victim. In addition, or in the
26 alternative, Defendant Moore, in his capacity as an owner and managing agent of Defendants,
27 committed sexual battery against Ms. Turgeon, which was a physical intrusion or physical invasion of a
28 sexual nature under coercive conditions.

1 82. The above said acts of Defendants constituted Gender Violence in violation of California
2 Civil Code §52.4 and were a proximate cause in Plaintiff's damages as stated below.

3 83. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
4 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Gender
5 Violence In Violation Of California Civil Code §52.4.

6 84. Pursuant to California Civil Code §52.4 and any other applicable section or law, Plaintiff
7 requests attorney's fees and costs.

8 **FIFTH CAUSE OF ACTION FOR**
9 **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT,**
10 **CALIFORNIA CIVIL CODE §§51, 51.5 AND/OR 52**
11 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

12 85. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
13 as though set forth in full herein.

14 86. California Civil Code §51, the Unruh Civil Rights Act, provides in pertinent part:

15 “(b) All persons within the jurisdiction of this state are free and equal, and no matter
16 what their sex...are entitled to the full and equal accommodations, advantages, facilities,
17 privileges, or services in all business establishments of every kind whatsoever...”

18 87. California Civil Code §51.5, the Unruh Civil Rights Act, provides in pertinent part:

19 “(a) No business establishment of any kind whatsoever shall discriminate against, ...
20 any person in this state on account of any characteristic listed or defined in subdivision
21 (b) or (e) of Section 51 [e.g., sex]...”

22 88. Furthermore, Civil Code §52 provides in pertinent part:

23 “(a) Whoever denies, aids or incites a denial, or makes any discrimination or
24 distinction contrary to Section 51, [or] 51.5...is liable for each and every offense for the
25 actual damages, and any amount that may be determined by a jury, or a court sitting
26 without a jury, up to a maximum of three times the amount of actual damage but in no
27 case less than four thousand dollars (\$4,000), and any attorney's fees that may be
28 determined by the court in addition thereto, suffered by any person denied the rights
provided in Section 51...”

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1 89. As set forth above, Defendant Moore, in his capacity as an owner and managing agent of
2 Defendants, harassed and discriminated against Ms. Turgeon based upon her sex, then intentionally
3 failed to respond to Ms. Turgeon's protests of sexual harassment, which constitutes discrimination
4 and/or a denial of advantages, facilities, privileges, or services of Defendants. A motivating reason for
5 Defendant's conduct was Plaintiff's sex. Plaintiff was harmed by Defendant's conduct. Thus,
6 Defendants violated Civil Code §§51, 51.5, and/or 52.

7 90. The above said acts of Defendants constituted Violation of the Unruh Civil Rights Act,
8 California Civil Code §§51, 51.5, and 52, and were a proximate cause in Plaintiff's damages as stated
9 below.

10 91. Defendants should be held liable for 3 times the amount of Ms. Turgeon's damages,
11 exemplary damages, and attorneys' fees, under Civil Code §52.

12 92. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
13 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Violation of
14 the Unruh Civil Rights Act, California Civil Code §§51, et seq.

15 93. Pursuant to Government Code Section 12965(b) and any other applicable section or law,
16 Plaintiff requests reasonable attorneys' fees and costs.

17 **SIXTH CAUSE OF ACTION FOR**
VIOLATION OF THE RALPH CIVIL RIGHTS ACT, CALIFORNIA CIVIL CODE §51.7
AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100

18 94. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
19 as though set forth in full herein.

20 95. California Civil Code Section 51.7, the Ralph Civil Rights Act, provides in pertinent part:
21 "(a) All persons within the jurisdiction of this state have the right to be free from any
22 violence, or intimidation by threat of violence, committed against their persons...or on
23 account of [the person's sex]...

24 96. Furthermore, Civil Code §52(b) provides in pertinent part:
25 "Whoever denies the right provided by Section 51.7..., or aids, incites, or conspires in
26 that denial, is liable for each and every offense for the actual damages suffered by any
27 person denied that right and, in addition, the following:
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- 1 (1) An amount to be determined by a jury, or a court sitting without a jury, for
2 *exemplary damages*...
- 3 (2) A civil penalty of twenty-five thousand dollars (\$25,000) to be awarded to the
4 person denied the right provided by Section 51.7 in any action brought by the
5 person denied the right...
- 6 (3) Attorney's *fees* as may be determined by the court..."

7 97. As set forth above, Defendant Moore, in his capacity as an owner and managing agent of
8 Defendants, engaged in violence or threat of violence on account of Ms. Turgeon's sex. Such
9 misconduct caused Ms. Turgeon harm.

10 98. The above said acts of Defendants constituted Violation of the Ralph Civil Rights Act,
11 California Civil Code §51.7 and were a proximate cause in Plaintiff's damages as stated below.

12 99. The damage allegations of paragraphs 68 through 70, and 93, inclusive, are herein
13 incorporated by reference and, for the purposes of this cause of action, shall refer to acts which
14 constitute Violation of the Ralph Civil Rights Act, California Civil Code §51.7.

15 **SEVENTH CAUSE OF ACTION FOR**
16 **SEXUAL HARASSMENT IN VIOLATION OF CIVIL CODE §51.9**
17 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

18 100. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
19 as though set forth in full herein.

20 101. California Civil Code §51.9 prohibits sexual harassment where, as here and as set forth
21 above, there is a business, service, or professional relationship between Plaintiff and Defendant,
22 Defendant has made sexual advances, solicitations, sexual requests, demands for sexual compliance by
23 Plaintiff, or engaged in other verbal, visual, or physical conduct of a sexual nature or of a hostile nature
24 based on gender, that were unwelcome and pervasive or severe, Plaintiff was unable to easily terminate
25 the relationship, and Plaintiff suffered and/or will suffer economic loss or disadvantage or personal
26 injury, including, but not limited to, emotional distress or the violation of a statutory or constitutional
27 right, as a result of Defendant's misconduct.

28 102. The above said acts of Defendants constituted Sexual Harassment in Violation of Civil
Code §51.9 and were a proximate cause in Plaintiff's damages as stated below.

1 103. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
2 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Sexual
3 Harassment in Violation of Civil Code §51.9.

4 104. Defendants shall be liable for Ms. Turgeon's actual damages, exemplary damages, and
5 attorneys' fees, under Civil Code §52.

6 **EIGHTH CAUSE OF ACTION FOR**
7 **SEXUAL HARASSMENT IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT**
8 **AND HOUSING ACT ("FEHA") AND/OR PUBLIC POLICY**
9 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

10 105. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
11 as though set forth in full herein.

12 106. At all times mentioned herein, California Government Code Sections 12940 et seq. were
13 in full force and effect and were binding upon Defendants and each of them. These sections as well as
14 public policy make it illegal for an employer and its agents to harass an employee on the basis of her sex
15 or gender. State and federal laws and public policy make it illegal to harass an individual in her business
16 or profession because of sex or gender.

17 107. As set forth above, Defendant Moore, in his capacity as an owner and managing agent of
18 Defendants, harassed and discriminated against Ms. Turgeon based upon her sex, and conditioned and
19 made employment decisions affecting Ms. Turgeon based on her acceptance or rejection of Defendant
20 Moore's sexual advances or conduct. Therefore, Defendant's conduct constituted *quid pro quo* sexual
21 harassment.

22 108. In addition or in the alternative, as set forth above, Defendant raped Ms. Turgeon,
23 fondled her and grabbed her breast, and made inappropriate comments to Ms. Turgeon, among other
24 offensive misconduct. Defendant Moore's recurrent and unwelcome harassing comments and physical
25 advances created a hostile work environment for Ms. Turgeon. The harassing conduct was severe or so
26 pervasive that a reasonable woman in Ms. Turgeon's circumstances would have considered the work
27 environment to be hostile or abusive. Ms. Turgeon considered the work environment to be hostile or
28 abusive.

1 109. The above said acts of Defendants constituted Sexual Harassment in violation of FEHA,
2 and/or in violation of public policy; such unlawful harassment was a proximate cause in Ms. Turgeon's
3 damage as stated below.

4 110. The damage allegations of paragraphs 68 through 70, and 93, inclusive, are herein
5 incorporated by reference and, for the purposes of this cause of action, shall refer to acts which
6 constitute Sexual Harassment in Violation of FEHA and/or Public Policy.³

7 **NINTH CAUSE OF ACTION FOR**
8 **GENDER DISCRIMINATION IN VIOLATION OF FEHA AND/OR PUBLIC POLICY**
9 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

10 111. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
11 as though set forth in full herein.

12 112. At all times mentioned herein, California Government Code Sections 12940 et seq. were
13 in full force and effect and were binding upon Defendants and each of them. These sections as well as
14 public policy make it illegal for an employer and its agents to discriminate against an employee on the
15 basis of her sex or gender. State and federal laws and public policy make it illegal to discriminate
16 against an individual in her business or profession because of sex or gender.

17 113. As set forth above, Defendant Moore, in his capacity as an owner and managing agent of
18 Defendants, harassed and discriminated against Ms. Turgeon based upon her sex. A motivating reason
19 for Defendant's conduct was Plaintiff's sex.

20 114. The above said acts of Defendants constituted Gender Discrimination in Violation of
21 FEHA and/or Public Policy and were a proximate cause in Plaintiff's damages as stated below.

22 115. The damage allegations of paragraphs 68 through 70, and 93, inclusive, are herein
23 incorporated by reference and, for the purposes of this cause of action, shall refer to acts which
24 constitute Gender Discrimination in Violation of FEHA and/or Public Policy.⁴

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³ Paragraph 93 applies only to the FEHA claim.

⁴ Paragraph 93 applies only to the FEHA claim.

1 TENTH CAUSE OF ACTION FOR
2 FAILURE TO INVESTIGATE DISCRIMINATION, HARASSMENT AND/OR RETALIATION
3 IN VIOLATION OF FEHA
4 AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100

5 116. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
6 as though set forth in full herein.

7 117. At all times mentioned herein, California Government Code Sections 12940 et seq. were
8 in full force and effect and were binding upon Defendants and each of them. These sections impose an
9 obligation on an employer to promptly and adequately investigate complaints of unlawful harassment
10 made by employees, and take prompt and effective corrective action, among other things.

11 118. Although Ms. Turgeon complained and protested the unlawful harassment and
12 discrimination, as set forth above, Defendants failed to investigate such complaints, with reckless
13 disregard of the consequences to Ms. Turgeon, and failed to take prompt or effective corrective action.

14 119. The above said acts of Defendants constituted failure to investigate, and take prompt and
15 effective corrective action, in violation of California law, which was a proximate cause in Plaintiff's
16 damage as stated below.

17 120. The above said acts of Defendants constituted Failure to Investigate in Violation of
18 FEHA and were a proximate cause in Plaintiff's damages as stated below.

19 121. The damage allegations of paragraphs 68 through 70, and 93, inclusive, are herein
20 incorporated by reference and, for the purposes of this cause of action, shall refer to acts which
21 constitute Failure to Investigate in Violation of FEHA.⁵

22 ELEVENTH CAUSE OF ACTION FOR
23 FAILURE TO PREVENT UNLAWFUL HARASSMENT, DISCRIMINATION
24 AND/OR RETALIATION IN VIOLATION OF FEHA
25 AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100

26 122. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
27 as though set forth in full herein.

28 123. At all times mentioned herein, California Government Code Sections 12940 et seq. were
in full force and effect and were binding upon Defendants and each of them. These sections impose an

⁵ Paragraph 93 applies only to the FEHA claim.

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1 obligation on an employer to prevent unlawful harassment, discrimination and/or retaliation against
2 employees, among other things.

3 124. Defendants failed to take steps to prevent discrimination, harassment and/or retaliation
4 against Ms. Turgeon, with reckless disregard of the consequences to Ms. Turgeon, as set forth above.
5 Instead, they engaged in, permitted and tolerated discrimination, harassment and retaliation by
6 management.

7 125. The above said acts of Defendants constituted Failure to Prevent Harassment,
8 Discrimination and/or Retaliation in violation of California Government Code Sections 12940 et seq.
9 which was a proximate cause in Plaintiff's damage as stated below.

10 126. The damage allegations of paragraphs 68 through 70, and 93, inclusive, are herein
11 incorporated by reference and, for the purposes of this cause of action, shall refer to acts which
12 constitute Failure to Prevent Unlawful Discrimination, Harassment and/or Retaliation in violation of
13 FEHA.⁶

14 **TWELFTH CAUSE OF ACTION FOR**
15 **WRONGFUL DISCHARGE IN RETALIATION FOR REJECTING AND**
16 **PROTESTING SEXUAL HARASSMENT**
17 **IN VIOLATION OF FEHA AND/OR PUBLIC POLICY**
18 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

19 127. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
20 as though set forth in full herein.

21 128. At all times mentioned herein, California Government Code Section 12940 et seq. were
22 in full force and effect and were binding upon Defendants and each of them. These sections make it
23 illegal for an employer and its agents to retaliate against an employee in ways that include, but are not
24 limited to, subjecting an employee to retaliation for rejecting sexual advances and protesting sexual
25 harassment. State and federal laws and public policy make it illegal to retaliate against an individual in
26 her business or profession because of rejecting sexual advances, protesting harassment, or exercising
27 any rights under the law.

28 129. During her employment with Defendants, Ms. Turgeon was retaliated against, suffered
adverse treatment and was ultimately fired by Defendants and their agents, as described above, in

⁶ Paragraph 93 applies only to the FEHA claim.

1 motivating part because Ms. Turgeon rejected Defendant Moore's sexual advances, she protested the
2 sexual harassment, exercised rights under the law and for other unlawful motivation.

3 130. The above said acts of Defendants constituted Wrongful Discharge in Retaliation for
4 Rejecting and Protesting Sexual Harassment in Violation of FEHA and/or Public Policy and were a
5 proximate cause in Plaintiff's damages as stated below.

6 131. The damage allegations of paragraphs 68 through 70, and 93, inclusive, are herein
7 incorporated by reference and, for the purposes of this cause of action, shall refer to acts which
8 constitute Wrongful Discharge in Violation of FEHA and/or Public Policy.

9 **THIRTEENTH CAUSE OF ACTION FOR**
10 **WRONGFUL DISCHARGE IN RETALIATION FOR PROTESTING**
11 **RACE AND/OR NATIONAL ORIGIN DISCRIMINATION**
12 **IN VIOLATION OF FEHA AND/OR PUBLIC POLICY**
13 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

14 132. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
15 as though set forth in full herein.

16 133. At all times mentioned herein, California Government Code Section 12940 et seq. were
17 in full force and effect and were binding upon Defendants and each of them. These sections make it
18 illegal for an employer and its agents to retaliate against an employee in ways that include, but are not
19 limited to, subjecting an employee to retaliation for protesting race and national origin discrimination.
20 State and federal laws and public policy make it illegal to retaliate against an individual in her business
21 or profession because of protesting discrimination, or exercising any rights under the law.

22 134. During her employment with Defendants, Ms. Turgeon was retaliated against, suffered
23 adverse treatment and was ultimately fired by Defendants and their agents, as described above, in
24 motivating part because Ms. Turgeon protested race and national origin discrimination, exercised rights
25 under the law and for other unlawful motivation.

26 135. The above said acts of Defendants constituted Wrongful Discharge in Retaliation for
27 Protesting Race and National Origin Discrimination in Violation of FEHA and/or Public Policy and
28 were a proximate cause in Plaintiff's damages as stated below.

136. The damage allegations of paragraphs 68 through 70, and 93, inclusive, are herein
incorporated by reference and, for the purposes of this cause of action, shall refer to acts which

1 constitute Wrongful Discharge in Retaliation for Protesting Race and National Origin Discrimination in
2 Violation of FEHA and/or Public Policy.

3 **FOURTEENTH CAUSE OF ACTION FOR**
4 **WRONGFUL DISCHARGE IN RETALIATION FOR REPORTING**
5 **HEALTH AND SAFETY VIOLATIONS,**
6 **IN VIOLATION OF CALOSHA, LABOR CODE §6310 AND/OR PUBLIC POLICY**
7 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

8 137. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
9 though set forth in full herein.

10 138. As set forth above, during his employment at Defendants, Ms. Turgeon repeatedly
11 complained to management about unsafe and unhealthful working conditions, among other things.
12 These complaints was/were a motivating reason(s) for Ms. Turgeon's discharge. This retaliation and
13 wrongful termination was in violation of the public policy of the State of California and the federal
14 government, including but not limited to California Labor Code §§ 6300 et seq. (California
15 Occupational Safety and Health Act), including § 6310, which resulted in harm to Ms. Turgeon.

16 139. The above said acts of Defendants constituted Wrongful Discharge in Retaliation for
17 Reporting Health And Safety Violations, In Violation Of CalOSHA, Labor Code §6310 and/or Public
18 Policy and were a proximate cause in Plaintiff's damages as stated below.

19 140. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
20 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Wrongful
21 Discharge in Retaliation for Reporting Health And Safety Violations, In Violation Of CalOSHA, Labor
22 Code §6310 and/or Public Policy.

23 **FIFTEENTH CAUSE OF ACTION FOR**
24 **VIOLATION OF THE CALIFORNIA OCCUPATIONAL**
25 **SAFETY AND HEALTH ACT (LABOR CODE §§6300 ET SEQ.)**
26 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

27 141. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
28 though set forth in full herein.

142. California Labor Code §6310 prohibits an employer from discharging an employee or in
any other manner discriminating against the employee in the terms and conditions of employment
because the employee has made a bona fide complaint to his or her employer of unsafe or unhealthful

1 working conditions, or work practices, among other things. Further, any employee who is discharged in
2 violation of Labor Code §6310 shall be entitled to, inter alia, reinstatement and reimbursement for
3 damages.⁷

4 143. Ms. Turgeon was fired in motivating part in retaliation for her repeated complaints to
5 Defendants about the unsafe and unhealthful working conditions at Defendants. Accordingly,
6 Defendants violated the California Occupational Safety and Health Act (“OSHA”), including but not
7 limited to Labor Code §§6300, et seq. Pursuant to California Labor Code §6423, Defendants’ violation
8 of OSHA constitutes a misdemeanor and may subject Defendants to penalties under California Labor
9 Code §§6423, 6427, 6428, and 6429. The penalties for Defendants’ OSHA violations include: Labor
10 Code §6423 (\$5,000 to \$150,000), Labor Code §6427 (\$7,000 for each violation), Labor Code §6428
11 (\$25,000 for each violation), and Labor Code §6429 (\$70,000 for each violation).

12 144. The above said acts of Defendants constituted Violation of Labor Code §§6300, et seq.
13 (OSHA) and was a proximate cause in Ms. Turgeon’s damages as stated below.

14 145. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
15 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Violation of
16 Labor Code §§6300, et seq. (OSHA).

17 **SIXTEENTH CAUSE OF ACTION FOR**
18 **NEGLIGENCE (NEGLIGENT SUPERVISION)**
19 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

20 146. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
21 though set forth in full herein.

22 147. Defendants owed various duties to Plaintiff including but not limited to the duty of
23 reasonable care and the duty to exercise reasonable care in hiring, retaining and supervising Defendant

24 ⁷ California Labor Code § 6310 provides in pertinent part: “(a) No person shall discharge or in any
25 manner discriminate against any employee because the employee has done any of the following: (1)
26 Made any oral or written complaint...with reference to employee safety or health [to] his or her
27 employer...(b) Any employee who is discharged, threatened with discharge, demoted, suspended, or in
28 any other manner discriminated against in the terms and conditions of employment by his or her
employer because the employee has made a bona fide oral or written complaint...with reference to
employee safety or health [to] his or her employer...of unsafe working conditions, or work practices, in
his or her employment or place of employment...shall be entitled or reinstatement and reimbursement for
lost wages and work benefits caused by the acts of the employer...”

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1 Moore, and other representatives in their charge. In his capacity as an owner and managing agent of
2 Defendants, Defendant Moore owed various duties to Plaintiff, and all acts and/or omissions committed
3 by Defendants' employees are the responsibility of Defendants.

4 148. Defendants also owed duties to Plaintiff pursuant to FEHA, including but not limited to
5 the duty not to harass Plaintiff, the duty to take reasonable steps to prevent harassment from occurring,
6 the duty not to retaliate with adverse employment actions against Plaintiff for rejecting sexual advances
7 or making a protected complaint, the duty to promptly and adequately investigate reports of harassment,
8 and the duty to take immediate and corrective action.

9 149. Defendants breached their respective duties of due care to Plaintiff and other employees
10 by failing to adequately and reasonably supervise their employee and representative, Defendant Moore.

11 150. The above said acts of Defendants constituted Negligence (Negligent Supervision) and
12 were a proximate cause in Plaintiff's damages as stated below.

13 151. The damage allegations of paragraphs 68 and 69, inclusive, are herein incorporated by
14 reference and, for the purposes of this cause of action, shall refer to acts which constitute Negligence
15 (Negligent Supervision).

16 **SEVENTEENTH CAUSE OF ACTION FOR**
17 **BREACH OF CONTRACT, Agreement No. 1**
18 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

19 152. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
20 though set forth in full herein.

21 153. Effective January 1, 2009, Defendants agreed to hire Ms. Turgeon. The terms were
22 certain: Ms. Turgeon was to be paid \$25,000 per month, deferred to the following year, or she would be
23 paid the equivalent in equity in Defendants, which Ms. Turgeon would be able to resell at its market
24 value at her will. All business expenses were to be fully reimbursed to Ms. Turgeon. Ms. Turgeon
25 agreed. This agreement was memorialized in writing via email ("**Agreement No. 1**").

26 154. Defendants did not pay Ms. Turgeon for her services nor pay out the agreed-upon equity
27 and incurred expenses, among other breaches.

28 155. The above said acts of Defendants constituted Breach of Contract of Agreement No. 1
and were a proximate cause in Plaintiff's damages as stated below.

1 156. The damage allegations of paragraph 68 are herein incorporated by reference and, for the
2 purposes of this cause of action, shall refer to acts which constitute Breach of Contract.

3 **EIGHTEENTH CAUSE OF ACTION FOR**
4 **BREACH OF WRITTEN CONTRACT, Agreement No. 2**
5 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

6 157. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
7 though set forth in full herein.

8 158. On or about July 27, 2010, Defendants OAR (now Defendant CCG) and all related
9 entities, and Moore, on the one hand, and Ms. Turgeon, on the other hand, signed a 2-year Agreement
10 (“**Agreement No. 2**”) providing that Ms. Turgeon, as Acting Chief of Information Strategy and
11 Security, would be paid \$2,000 per day (which totals about \$43,000/month), reimbursement for
12 expenses, including home office expenses, visitor hosting fees, home office insurance, among other
13 terms.

14 159. However, Defendants did not pay Ms. Turgeon as agreed and/or breached other terms.

15 160. The above said acts of Defendants constituted Breach of Written Contract of Agreement
16 No. 2 and were a proximate cause in Plaintiff's damages as stated below.

17 161. The damage allegations of paragraph 68 are herein incorporated by reference and, for the
18 purposes of this cause of action, shall refer to acts which constitute Breach of Written Contract.

19 162. Pursuant to Agreement No. 2, Plaintiff requests reasonable attorneys' fees.

20 **NINETEENTH CAUSE OF ACTION FOR**
21 **BREACH OF WRITTEN CONTRACT, Agreement No. 3**
22 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

23 163. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
24 though set forth in full herein.

25 164. On or about September 23, 2010, Defendants OAR, CCG, all related entities and Moore,
26 on the one hand, and Ms. Turgeon, on the other hand, signed another agreement, effective through July
27 11, 2012, governing their working relationship with an option for renewal for 3 years, through
28 September 19, 2015 (“**Agreement No. 3**”). Ms. Turgeon's title officially became CEO, Chief of
Information Strategy and Security and Partner of Defendants OAR/CCG and all related entities
(Defendants). Ms. Turgeon's compensation included, among other terms:

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- (1) A minimum annual base salary of \$225,000
- (2) Yearly base salary and other compensation increases
- (3) A performance bonus of 10% of her base salary in cash and/or equity
- (4) Interest due on any late payments
- (5) 20 days of paid vacation per year as well as paid holiday and sick leave
- (6) Group health insurance – vision, dental and medical
- (7) 401k and other benefits at the same level as other Company executives
- (8) Life and disability insurance
- (9) Directors & Officers insurance
- (10) \$60,000 in expense reimbursement (past due), to be paid by January 15, 2011
- (11) Reimbursement of all other business expenses Ms. Turgeon incurred
- (12) \$1,000/mo. auto allowance
- (13) \$1,000 for home office allowance (per Appendix C)
- (14) Full-time Executive Assistant (per Appendix C)
- (15) Reimbursement of Education expenses
- (16) Visitor hosting fees (per Appendix C)
- (17) Prevailing party to recover attorneys’ fees and all costs.

165. However, Defendants did not pay Ms. Turgeon as agreed and/or breached other terms.

166. The above said acts of Defendants constituted Breach of Written Contract of Agreement No. 3 and were a proximate cause in Plaintiff's damages as stated below.

167. The damage allegations of paragraph 68 are herein incorporated by reference and, for the purposes of this cause of action, shall refer to acts which constitute Breach of Written Contract.

168. Pursuant to Agreement No. 3, Plaintiff requests reasonable attorneys’ fees and costs.

**TWENTIETH CAUSE OF ACTION FOR
BREACH OF WRITTEN CONTRACT, Agreement No. 4
AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

169. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as though set forth in full herein.

12/28/11

1 170. On October 16, 2010, Defendants, on the one hand, and Ms. Turgeon, on the other hand,
2 signed yet another 2-year Agreement governing their working relationship with an option for renewal
3 (“**Agreement No. 4**”). The key terms of Agreement No. 4 are substantially similar to Agreement No. 3
4 and include the following compensation for Ms. Turgeon:

- 5 (1) A minimum annual base salary of \$225,000
- 6 (2) Yearly base salary and other compensation increases
- 7 (3) A performance bonus of 10% of her base salary in cash and/or equity
- 8 (4) Interest due on any late payments
- 9 (5) 20 days of paid vacation per year as well as paid holiday and sick leave
- 10 (6) Group health insurance – vision, dental and medical
- 11 (7) 401k and other benefits at the same level as other Company executives
- 12 (8) Life and disability insurance
- 13 (9) Directors & Officers insurance
- 14 (10) \$60,000 in expense reimbursement (past due), to be paid by January 15, 2011
- 15 (11) Reimbursement of all other business expenses Ms. Turgeon incurred
- 16 (12) \$1,000/mo. auto allowance
- 17 (13) \$1,000 for home office allowance (per Appendix C)
- 18 (14) Full-time Executive Assistant (per Appendix C)
- 19 (15) Reimbursement of Education expenses
- 20 (16) Visitor hosting fees (per Appendix C)
- 21 (17) Prevailing party to recover attorneys’ fees and all costs.

22 **Provisions Upon Termination of Ms. Turgeon’s Employment**

23 171. Per Agreement No. 4, in the event of termination by Ms. Turgeon for “good reason,”
24 which includes Defendants’ failure to pay her any compensation due (¶8.5(b)), or if she is terminated by
25 the Company without cause (¶8.7(b)), both of which occurred here, Defendants were obligated to pay
26 Ms. Turgeon:

- 27 (1) 18 months salary or the remainder of the contract term (July 11, 2012), payable in
28 a lump sum (¶8.7(b)) or 36 months, per (¶8.7(g)(i), because by denying Ms.
Turgeon the equity she was promised, Defendant Moore became the “beneficial

1 owner” representing 50% or more of the voting power of Defendant CCG and/or
2 by terminating Ms. Turgeon, there was a change in Defendant CCG’s
3 management (§8.7(g)(i),(ii))

4 (2) 18 months health benefits or the remainder of the contract term (§8.7(b))

5 (3) 30 days’ notice pay (§8.7(f))

6 (4) Bonus of at least \$22,500 per year (§8.7(b))

7 (5) All earned and unused vacation pay that accrued (§8.7(b))

8 (6) “All other benefits that Turgeon is entitled to receive under this agreement”
9 (§8.7(b), which includes:

10 a. Performance bonus of 10% of her base salary in cash

11 b. Interest due on any late payments

12 c. 20 days of paid vacation per year as well as paid holiday and sick leave
13 (§5.1)

14 d. Group health insurance – vision, dental and medical (§5.2)

15 e. 401k and other benefits at the same level as other Company executives
16 (§5.3)

17 f. Life and disability insurance (§5.4)

18 g. \$1,000/mo. auto allowance (§5.7(a)(ii))

19 h. Mobile phone and internet (§5.7(b))

20 i. \$1,000 for Home office allowance (per Appendix C)

21 j. Full-time Executive Assistant (per Appendix C)

22 k. Prevailing party to recover attorneys’ fees and all costs

23 (7) Gross-up Payment equal to the Excise Tax imposed on all Parachute Payments,
24 per IRC §280G (§8.8)

25 (8) Payments are intended to and shall be exempt from penalties, interest or taxes
26 pursuant to Section 409A of the Internal Revenue Code. The Company will fully
27 indemnify Ms. Turgeon if any are assessed. (§8.9)

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1 **Breach of Contract**

2 172. Defendants did not pay Ms. Turgeon as agreed and/or breached other terms. On or
3 about April 19, 2011, Douglas Kahn, attorney for Ms. Turgeon, sent a letter to Defendants' attorney, Jim
4 McNeil, stating that Defendants breached Ms. Turgeon's Employment Agreement (Agreement No. 4),
5 and she was entitled to terminate the relationship for "Good Reason," giving rise to terms of separation
6 under that Agreement as set forth in paragraphs 8.5, 8.7 and other sections of Agreement No. 4.

7 173. On or about April 28, 2011, after Ms. Turgeon initiated the separation for Good Reason,
8 Jim McNeil sent a letter to Kahn falsely claiming that Defendants had the right to fire her for "cause."

9 174. On or about May 11, 2011, Moore sent Ms. Turgeon a letter (apparently ghost-written by
10 his attorney), purporting to fire her for cause from Defendant CCG (only), effective May 20, 2011.
11 However, this retaliatory termination is ineffective since per Agreement No. 4, the Company could not
12 initiate a termination for "cause" once Ms. Turgeon initiates a termination for good reason, as she had
13 done via the April 19, 2011 letter from attorney Douglas Kahn. (§8.1(b)).

14 175. The above said acts of Defendants constituted Breach of Written Contract of Agreement
15 No. 4 and were a proximate cause in Plaintiff's damages as stated below.

16 176. The damage allegations of paragraph 68 are herein incorporated by reference and, for the
17 purposes of this cause of action, shall refer to acts which constitute Breach of Written Contract.

18 177. Pursuant to Agreement No. 4, Plaintiff requests reasonable attorneys' fees and costs.

19 **TWENTY-FIRST CAUSE OF ACTION FOR**
20 **BREACH OF CONTRACT, Agreement No. 5**
21 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

22 178. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
23 though set forth in full herein.

24 179. In 2009 and confirmed in 2010, Defendants OAR, CCG, all related entities and Moore,
25 on the one hand, and Ms. Turgeon, on the other hand, agreed that Ms. Turgeon shall be compensated
26 with equity in Defendants of 33% of Defendants' total value, including all assets, in consideration for
27 Ms. Turgeon's work.

28 180. Defendants did not pay out Ms. Turgeon the agreed-upon equity, among other breaches.

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1 181. The above said acts of Defendants constituted Breach of Contract of Agreement No. 5
2 and were a proximate cause in Plaintiff's damages as stated below.

3 182. The damage allegations of paragraph 68 are herein incorporated by reference and, for the
4 purposes of this cause of action, shall refer to acts which constitute Breach of Contract.

5 **TWENTY-SECOND CAUSE OF ACTION FOR**
6 **COMMON COUNT/QUANTUM MERUIT**
7 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

8 183. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
9 though set forth in full herein.

10 184. Defendant Moore requested, by words or conduct, that Ms. Turgeon perform services for
11 the benefit of Defendants.

12 185. Ms. Turgeon performed the services as requested.

13 186. Defendants have not paid Ms. Turgeon for the services she rendered to Defendants.

14 187. The reasonable value of the services that were provided is approximately \$3,155,000.

15 188. The above said acts of Defendants constituted Common Count/Quantum Meruit and were
16 a proximate cause in Plaintiff's damages as stated below.

17 189. The damage allegations of paragraph 68 are herein incorporated by reference and, for the
18 purposes of this cause of action, shall refer to acts which constitute Common Count/Quantum Meruit.

19 **TWENTY-THIRD CAUSE OF ACTION FOR**
20 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
21 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

22 190. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
23 though set forth in full herein.

24 191. In every contract, the laws of the State of California imply a covenant of good faith and
25 fair dealing which requires that neither party shall do anything which will injure the right of the other
26 party to receive the benefits of the agreement. The covenant not only imposes upon each party the duty
27 to refrain from doing anything which will render performance of the contract impossible by any act of
28 his or her own, but also imposes the duty to do everything that the contract presupposes he or she will do
to accomplish the purposes.

11/28/11

1 192. The above mentioned Agreements Nos. 1 through 5 each contained an implied covenant
2 of good faith and fair dealing by which Defendants, and each of them, promised:

- 3 (a) to give full cooperation to Ms. Turgeon in her performance under the above
4 Agreements,
5 (b) to refrain from doing any act which would prevent or impede Ms. Turgeon from
6 performing all of the conditions of the Agreements to be performed by her, and
7 (c) to refrain from any act that would prevent or impede Ms. Turgeon's enjoyment of
8 the fruits of said contract.

9 The covenant of good faith and fair dealing required Defendants, and each of them, to fairly,
10 honestly, and reasonably perform the terms and conditions of each Agreement.

11 193. The covenant of good faith and fair dealing is inherent in every contract and in particular
12 implied in the terms of Ms. Turgeon's Agreements with Defendants by reason of, but not limited to, Ms.
13 Turgeon's satisfactory performance for Defendants.

14 194. Defendants' retaliation against and termination of Plaintiff were wrongful, in bad faith,
15 arbitrary, and unfair, and therefore in breach of the covenant.

16 195. As set forth above, Defendants, and each of them, breached the covenant by committing
17 the following acts among others:

- 18 (a) Demoting and/or firing Ms. Turgeon for protesting sexual harassment, reporting
19 Defendant Moore's inappropriate conduct, complaining about discriminatory
20 mistreatment of African-American and Mexican employees of Defendants,
21 exercising her right to avail herself of the anti-discrimination laws, reporting
22 health, safety and security issues,
23 (b) Demoting and/or firing Ms. Turgeon in breach of the Agreement(s), and/or
24 (c) Terminating Ms. Turgeon's employment without good, just, or legitimate cause.

25 196. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been
26 directly and legally caused to suffer actual damages including, but not limited to, loss of earnings and
27 future earning capacity, costs of suit, and other pecuniary loss not presently ascertained.

28 197. The above said acts of Defendants constituted Breach of the Covenant of Good Faith and
Fair Dealing and were a proximate cause in Plaintiff's damages as stated below.

1 198. The damage allegations of paragraph 68 are herein incorporated by reference and, for the
2 purposes of this cause of action, shall refer to acts which constitute Breach of the Covenant of Good
3 Faith and Fair Dealing.

4 **TWENTY-FOURTH CAUSE OF ACTION FOR**
5 **PROMISSORY ESTOPPEL**
6 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

7 199. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
8 though set forth in full herein.

9 200. As set forth above, Defendant Moore made the following promises to Ms. Turgeon,
10 including but not limited to:

- 11 (1) Effective January 1, 2009, Defendants agreed to hire Ms. Turgeon. Ms. Turgeon
12 was to be paid \$25,000 per month, deferred to the following year, or she would be
13 paid the equivalent in equity in Defendants, which Ms. Turgeon would be able to
14 resell at its market value at her will. All business expenses were to be fully
15 reimbursed to Ms. Turgeon. Ms. Turgeon agreed. Defendants did not pay Ms.
16 Turgeon for her services, did not pay out the agreed-upon equity, and did not
17 reimburse all of her business expenses.
- 18 (2) In 2009 and confirmed in 2010, Defendants OAR, CCG, all related entities and
19 Moore, on the one hand, and Ms. Turgeon, on the other hand, agreed that Ms.
20 Turgeon shall be compensated with equity in Defendants of 33% of Defendants'
21 total value, including all assets, in consideration for Ms. Turgeon's work.
22 Defendants did not pay out Ms. Turgeon the agreed-upon equity.

23 201. In making these promises to Ms. Turgeon, Defendants knew or should have known that
24 these promises would induce Ms. Turgeon to continue to devote nearly all her waking hours to her work,
25 missed out on her own life activities, and passed up other employment opportunities, all to the economic
26 and pecuniary advantage of Defendants.

27 202. Ms. Turgeon reasonably relied on Defendants' promises and representations as set forth
28 above.

1 203. The above said acts of Defendants constituted Promissory Estoppel and were a proximate
2 cause in Plaintiff's damages as stated below.

3 204. The damage allegations of paragraph 68 are herein incorporated by reference and, for the
4 purposes of this cause of action, shall refer to acts which constitute Promissory Estoppel.

5 **TWENTY-FIFTH CAUSE OF ACTION FOR**
6 **FAILURE TO PAY WAGES**
7 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

8 205. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
9 though set forth in full herein.

10 206. Labor Code §§ 201 and 202 required Defendants to pay to Ms. Turgeon all wages earned
11 and unpaid immediately upon her discharge.

12 207. Defendants willfully failed to pay Ms. Turgeon her wages, including her bonuses, upon
13 her termination, in violation of Labor Code §§ 201, 202 and case law.

14 208. Due to Defendants' willful failure to pay, Ms. Turgeon is entitled to a 30 day waiting
15 time penalty pursuant to Labor Code §203.

16 209. The above said acts of Defendants constituted Failure to Pay Wages and were a
17 proximate cause in Plaintiff's damages as stated below.

18 210. The damage allegations of paragraphs 68 through 70, inclusive, are incorporated herein
19 by reference and for the purpose of this cause of action shall refer to acts which constituted failure to
20 pay wages, in violation of the Labor Code.

21 211. Pursuant to California Labor Code §218.5, Ms. Turgeon is entitled to recover interest,
22 reasonable attorney's fees and costs.

23 **TWENTY-SIXTH CAUSE OF ACTION FOR**
24 **FRAUD AND DECEIT**
25 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

26 212. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
27 though set forth in full herein.

28 213. Defendant Moore represented to Ms. Turgeon that the following important facts were
true:

- 1 (1) Defendants will pay Ms. Turgeon an initial compensation in the amount of
2 \$25,000 per month, deferred to the following year, or she would be paid the
3 equivalent in equity in Defendants.
- 4 (2) All business expenses were to be fully reimbursed to Ms. Turgeon.
- 5 (3) Ms. Turgeon will be compensated equity of 33% of the value of OAR, its
6 successors, including CCG, and all related companies. Defendant Moore first
7 made the promise to compensate Ms. Turgeon with equity in 2008. He reiterated
8 the promise of equity to Ms. Turgeon and confirmed several times that she would
9 receive 33% of the value of his companies in 2009 and through 2010. The equity
10 was to be vested in an initial allocation of 50%, and the remaining 50% was to be
11 allocated over the next 5 years.
- 12 (4) In about January 2011, the equity interest to Ms. Turgeon was described by
13 Defendant Moore as valued at about \$5.2 million, so he clearly understood what
14 he was agreeing to compensate Ms. Turgeon for all her hard work and the value
15 she brought to the Company. Ms. Turgeon accepted his offers of equity.
16 Defendant Moore told Ms. Turgeon that he wanted her to commit to him and his
17 Companies for a minimum of 5 years, and he was distributing to her a substantial
18 part of the equity immediately because of the work she had already done for the
19 Companies.

20 214. Based on Defendants' promises to Ms. Turgeon of employment, pay, benefits and equity
21 compensation, Ms. Turgeon worked long hours to fulfill her commitment to Defendants.

22 215. Defendants, by and through Defendant Moore, falsely, fraudulently, wantonly, recklessly,
23 maliciously, and intentionally repeated the above representations during Ms. Turgeon's employment.
24 Defendants repeated these promises to Plaintiff into the last year of her employment.

25 216. In reliance on these promises, Ms. Turgeon continued to work hard for Defendants
26 without proper compensation. However, Defendants never paid Ms. Turgeon what they owed her.

27 217. Defendants knew these representations were false when made, Defendants did not intend
28 to perform these promises when he made them, or Defendants made the representations recklessly and
without regard for their truth.

12/28/11

1 218. Such conduct constitutes fraud and deceit, in violation of Civil Code §§1572, 1709, 1710;
2 *see, Service by Medallion, Inc. v. Clorox Co.* (1996) 44 Cal.App.4th 1807, 1816.

3 219. Defendant Moore made knowingly false promises and statements to Ms. Turgeon, as set
4 forth above, with the intent to defraud Ms. Turgeon and to induce Ms. Turgeon's reliance thereon. Ms.
5 Turgeon justifiably relied on Defendant Moore's false promises, to her detriment.

6 220. Defendants never performed the above promises. Plaintiff was ignorant of the falsity of
7 the representations made by Defendants. She acted in reliance upon the truth of the representations and
8 was justified in relying upon the representations. Ms. Turgeon relied on Defendants' promises and/or
9 misrepresentations to her detriment.

10 221. Plaintiff's reliance on Defendants' misrepresentations and false promises was a
11 substantial factor in causing her harm, loss of enjoyment of life, loss of prospective employment and
12 loss of substantial economic benefits.

13 222. The above said acts of Defendants constituted Fraud and Deceit and were a proximate
14 cause in Plaintiff's damages as stated below.

15 223. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
16 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Fraud and
17 Deceit.

18 **TWENTY-SEVENTH CAUSE OF ACTION FOR**
19 **NEGLIGENT MISREPRESENTATION**
20 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

21 224. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
22 though set forth in full herein.

23 225. Defendants, and each of them, by and through Defendant Moore, falsely and negligently
24 repeatedly represented to Ms. Turgeon the following material facts were true and promised Ms.
25 Turgeon, among other things:

- 26 (1) Defendants will pay Ms. Turgeon an initial compensation in the amount of
27 \$25,000 per month, deferred to the following year, or she would be paid the
28 equivalent in equity in Defendants.
- (2) All business expenses were to be fully reimbursed to Ms. Turgeon.

12/29/11

1 (3) Ms. Turgeon will be compensated equity of 33% of the value of OAR, its
2 successors, including CCG, and all related companies. In about January 2011, the
3 equity interest to Ms. Turgeon was described by Defendant Moore as valued at
4 about \$5.2 million, so he clearly understood what he was agreeing to compensate
5 Ms. Turgeon. Defendant Moore told Ms. Turgeon that he was distributing to her
6 a substantial part of the equity immediately because of the work she had already
7 done for the Companies.

8 (4) Defendant Moore told Ms. Turgeon that he wanted her to commit to him and his
9 Companies for a minimum of 5 years, and he was distributing to her a substantial
10 part of the equity immediately because of the work she had already done for the
11 Companies.

12 226. Defendant Moore had no reasonable grounds for believing the representations were true
13 when he made them.

14 227. Defendant Moore negligently made false promises and statements to Ms. Turgeon, as set
15 forth above, with the intent to induce Ms. Turgeon's reliance thereon. Ms. Turgeon justifiably relied on
16 Defendant Moore's false promises and negligent misrepresentations, to her detriment.

17 228. Plaintiff was harmed as a result of Defendants' negligent misrepresentations, and
18 Plaintiff's reliance on Defendants' misrepresentations was a substantial factor in causing Plaintiff harm
19 as stated below.

20 229. The above said acts of Defendants constituted Negligent Misrepresentation and were a
21 proximate cause in Plaintiff's damages as stated below.

22 230. The damage allegations of paragraphs 68 and 69, inclusive, are herein incorporated by
23 reference and, for the purposes of this cause of action, shall refer to acts which constitute Negligent
24 Misrepresentation.

25 **TWENTY-EIGHTH CAUSE OF ACTION FOR**
26 **CONVERSION**
27 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

28 231. Ms. Turgeon alleges and incorporates by reference paragraphs 1 through 63, inclusive, as
though set forth in full herein.

12/28/11

1 232. Defendants intentionally failed to pay Ms. Turgeon and withheld without her consent
2 wages and other monies due and owing, including but not limited to compensation for work she
3 performed, business-related expenses and bonuses. Defendants thereby wrongfully caused Ms. Turgeon
4 harm and converted property which belonged to Ms. Turgeon. Thus, Defendants are liable for
5 conversion.

6 233. The above said acts of Defendants constituted Conversion and were a proximate cause in
7 Plaintiff's damages as stated below.

8 234. The damage allegations of paragraphs 68 through 70, inclusive, are herein incorporated
9 by reference and, for the purposes of this cause of action, shall refer to acts which constitute Conversion.

10 **TWENTY-NINTH CAUSE OF ACTION FOR**
11 **FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
12 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

13 235. Ms. Turgeon realleges and incorporates by reference paragraphs 1 through 63, inclusive,
14 as though set forth in full herein.

15 236. Defendants engaged in extreme and outrageous conduct against Plaintiff including but
16 not limited to Defendant Moore raping Ms. Turgeon, Defendant Moore subjecting Ms. Turgeon to
17 sexual harassment, retaliating against Ms. Turgeon for protesting sexual harassment, retaliating against
18 Ms. Turgeon for reporting discriminatory mistreatment of African-American and Mexican employees of
19 Defendants, and retaliating against Ms. Turgeon for reporting health, security and safety issues, as set
20 forth above. Defendants' misconduct was malicious and done for the purpose of causing Plaintiff to
21 suffer humiliation, mental anguish and emotional distress. As a result, Plaintiff suffered severe
22 emotional distress. The conduct of Defendants, and each of them, was offensive, oppressive and
23 reprehensible, with a wanton and reckless disregard of the consequences to Plaintiff.

24 237. The above said acts of Defendants constitute Intentional Infliction of Emotional Distress,
25 which was a proximate cause in Plaintiff's damage as stated below.

26 238. The damage allegations of paragraphs 68 through 70, inclusive, are incorporated herein
27 by reference and for the purpose of this cause of action shall refer to each Defendant's acts which
28 constitute Intentional Infliction of Emotional Distress.

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12/28/11

1 WHEREFORE, Plaintiff seeks judgment against Defendants, and each of them, for:

- 2 a. All actual, consequential and incidental financial losses, including but not limited to loss
3 of earnings, according to proof, together with prejudgment interest pursuant to Civil Code
4 Section 3287 and/or 3288;
- 5 b. General damages in a sum in excess of the jurisdictional minimum of the Superior Court;
- 6 c. Special damages according to proof;
- 7 d. Punitive damages in a sum in excess of the jurisdictional minimum of the Superior Court;
- 8 e. All applicable penalties;
- 9 f. Attorneys' fees and costs of suit incurred; and
- 10 g. Such other relief that the Court deems just and proper.

11 DATED: December 20, 2011

DAVIS*GAVSIE & HAKIM, LLP

12
13 By: 

Roxanne A. Davis, Esq.

Attorneys for Plaintiff

Anyck Marie-Claire Turgeon


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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Roxanne A. Davis, SBN 132128
 Frank Hakim, SBN 173365
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 TELEPHONE NO.: (310)899-2059 FAX NO.: (310)899-2081
 ATTORNEY FOR (Name): Plaintiff Anyck Marie-Claire Turgeon

FOR COURT USE ONLY

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

DEC 28 2011

John A. Clarke, Executive Officer/Clerk
 BY  Deputy
 Shaunya Wesley

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, California 90012
 BRANCH NAME: Central

CASE NAME: Turgeon v. CoreClean Group, LLC, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)


CASE NUMBER: **BC 475979**

JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|---|---|
| <p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)
 <input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)
 <input type="checkbox"/> Product liability (24)
 <input type="checkbox"/> Medical malpractice (45)
 <input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)
 <input type="checkbox"/> Civil rights (08)
 <input type="checkbox"/> Defamation (13)
 <input type="checkbox"/> Fraud (16)
 <input type="checkbox"/> Intellectual property (19)
 <input type="checkbox"/> Professional negligence (25)
 <input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input checked="" type="checkbox"/> Wrongful termination (36)
 <input type="checkbox"/> Other employment (15)</p> | <p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)
 <input type="checkbox"/> Rule 3.740 collections (09)
 <input type="checkbox"/> Other collections (09)
 <input type="checkbox"/> Insurance coverage (18)
 <input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)
 <input type="checkbox"/> Wrongful eviction (33)
 <input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)
 <input type="checkbox"/> Residential (32)
 <input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)
 <input type="checkbox"/> Petition re: arbitration award (11)
 <input type="checkbox"/> Writ of mandate (02)
 <input type="checkbox"/> Other judicial review (39)</p> | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)
 <input type="checkbox"/> Construction defect (10)
 <input type="checkbox"/> Mass tort (40)
 <input type="checkbox"/> Securities litigation (28)
 <input type="checkbox"/> Environmental/Toxic tort (30)
 <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)
 <input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)
 <input type="checkbox"/> Other petition (not specified above) (43)</p> |
|--|---|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 29
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 20, 2011
 Roxanne A. Davis, SBN 132128
 (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10-15 HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
	<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.	

SHORT TITLE: TURGEON V. CORECLEAN GROUP, LLC, ET AL.

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

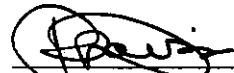
12/28/11

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 195 North Thompson Ave., Suite 5
CITY: Nipomo	STATE: CA	ZIP CODE: 93444	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: December 20, 2011



(SIGNATURE OF ATTORNEY/FILING PARTY)

Roxanne A. Davis

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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