

185

797398 CALL VS ROOKS
CV00051981 CP000014 CVO 7/28/98 29:25
CIVIL FILING 105.00 CVO1

THIS CASE HAS BEEN ASSIGNED TO CIVIL CASE MANAGEMENT. ALL PARTIES MUST
COMPLY WITH THE RULES SET FORTH IN ORANGE COUNTY RULES OF COURT.
EACH PLEADING MUST INCLUDE THE ASSIGNED JUDGE DESIGNATION
AS SHOWN UNDER THE CASE NUMBER OF THIS DOCUMENT, PURSUANT TO ORANGE
COUNTY RULES.

David C. Holt (Bar No. 137951)
LAW OFFICES OF DAVID C. HOLT
18400 Von Karman, Suite 300
Irvine, California 92612
Telephone: (949) 852-5980
Facsimile: (949) 852-5989

In Association With:

Lana Feldman (Bar No. 76373)
LAW OFFICES OF LANA J. FELDMAN
18400 Von Karman, Suite 300
Irvine, California 92612
Telephone: (949) 852-5980
Facsimile: (949) 852-5989

Attorneys for Plaintiff LINDA L. HALL, D.V.M.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

LINDA L. HALL, D.V.M.,

Plaintiff,

v.

ROBERT LEE ROOKS, an individual;
ANIMAL CRITICAL CARE CENTER, INC.,
a California Corporation; ALL CARE ANIMAL
REFERRAL CENTER, form of entity unknown;
ANIMAL CANCER CENTER, form of entity
unknown; and DOES 1-20, Inclusive,

Defendants.

CASE NO.

COMPLAINT FOR DAMAGES FOR:

- (1) FRAUD--PROMISE MADE
WITH NO INTENT TO
PERFORM;
- (2) UNJUST ENRICHMENT BASED
ON FRAUD;
- (3) PROMISSORY ESTOPPEL;
- (4) ESTOPPEL BY CONDUCT;
- (5) CONSTRUCTIVE FRAUD;
- (6) CONSTRUCTIVE WRONGFUL
DISCHARGE;
- (7) BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING; and
- (8) HARASSMENT BASED ON SEX

JUDGE NOMOTO SCHUMANN
DEPT. 16

Plaintiff LINDA L. HALL, D.V.M. hereby alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff LINDA L. HALL, D.V.M. (hereinafter referred to as "Plaintiff" or
"HALL") is, and at all relevant times during the circumstances and events alleged herein was, a
resident of the State of California, County of Orange.

FILED

ORANGE COUNTY SUPERIOR COURT

JUL 27 1998

ALAN SLATER, Executive Officer/Clerk

BY L. Brown

C744✓

797398

1 2. Defendant ROBERT LEE ROOKS (hereinafter "ROOKS") is, and at all relevant
2 times during the circumstances and events alleged herein was, an individual residing in and doing
3 business in the County of Orange, State of California.

4 3. Plaintiff is informed and believes and based upon such information and belief
5 alleges that Defendant ANIMAL CRITICAL CARE CENTER, INC. was and is a corporation duly
6 organized and existing under and by virtue of the laws of the State of California, and was, at all
7 relevant times during the circumstances and events alleged herein, and is, doing business from its
8 principal place of business at 18440 Amistad Street in the City of Fountain Valley, County of
9 Orange, State of California.

10 4. Plaintiff is informed and believes and based upon such information and belief
11 alleges that Defendant ALL CARE ANIMAL REFERRAL CENTER is a business entity, form
12 unknown, utilizing the same tax identification number as ANIMAL CRITICAL CARE CENTER,
13 INC. and was, at all relevant times during the circumstances and events alleged herein, and is,
14 doing business from its principal place of business at 18440 Amistad Street in the City of Fountain
15 Valley, County of Orange, State of California.

16 5. Plaintiff is informed and believes and based upon such information and belief
17 alleges that Defendant ANIMAL CANCER CENTER is a business entity, form unknown, and
18 was, at all relevant times during the circumstances and events alleged herein, and is, doing
19 business from its principal place of business at 18440 Amistad Street in the City of Fountain
20 Valley, County of Orange, State of California.

21 6. Defendants ROOKS, ANIMAL CRITICAL CARE CENTER, INC., ALL CARE
22 ANIMAL REFERRAL CENTER and ANIMAL CANCER CENTER, and each of them, are
23 individually or collectively referred to in this complaint as "Defendant(s)."

24 7. The legal capacities of Defendants ALL CARE ANIMAL REFERRAL CENTER
25 and ANIMAL CANCER CENTER, and each of them, are stated on information and belief.
26 Plaintiff will seek leave of court to amend this complaint to set forth the true capacities of such
27 entities of presently unknown form when ascertained.
28

1 8. Plaintiff is informed and believes and thereon alleges that Defendant ROOKS is,
2 and at all times relevant hereto was, the president, sole shareholder and/or owner of Defendants
3 ANIMAL CRITICAL CARE CENTER, INC., ALL CARE ANIMAL REFERRAL CENTER and
4 ANIMAL CANCER CENTER, and each of them.

5 9. Plaintiff is informed and believes and thereon alleges that there exists, and at all
6 times relevant herein there existed, a unity of interest and ownership between Defendant ROOKS
7 and Defendants ANIMAL CRITICAL CARE CENTER, INC., ALL CARE ANIMAL
8 REFERRAL CENTER and/or ANIMAL CANCER CENTER, and each of them, such that
9 ROOKS and these entities form a single enterprise and that any individuality and separateness
10 between them did not or ceased to exist, and that Defendants ANIMAL CRITICAL CARE
11 CENTER, INC., ALL CARE ANIMAL REFERRAL CENTER and/or ANIMAL CANCER
12 CENTER, and each of them, are the alter egos of defendant ROOKS for the reasons set forth
13 below and those which Plaintiff will provide at the time of trial herein.

14 10. Plaintiff is informed and believes and thereon alleges that at all times relevant
15 hereto, Defendants ANIMAL CRITICAL CARE CENTER, INC., ALL CARE ANIMAL
16 REFERRAL CENTER and/or ANIMAL CANCER CENTER, and each of them, were mere shells
17 and sham, without capital, assets, stock or stockholders and/or were conceived, intended and used
18 by Defendant ROOKS as a device to avoid individual liability and for the purpose of substituting
19 financially insolvent entities in the place and stead of ROOKS himself.

20 11. Plaintiff is informed and believes and thereon alleges that Defendants ANIMAL
21 CRITICAL CARE CENTER, INC., ALL CARE ANIMAL REFERRAL CENTER and/or
22 ANIMAL CANCER CENTER, and each of them, are, and at all times relevant hereto were, mere
23 shells, instrumentalities and conduits through which ROOKS carried on his business under
24 corporate name, exercising complete control and dominance of such entities to such an extent that
25 any individuality or separateness between Defendants ANIMAL CRITICAL CARE CENTER,
26 INC., ALL CARE ANIMAL REFERRAL CENTER, and/or ANIMAL CANCER CENTER, or
27 any of them, and Defendant ROOKS does not, and, all times relevant hereto, did not exist.
28

1 12. Plaintiff is informed and believes and thereon alleges that Defendants ANIMAL
2 CRITICAL CARE CENTER, INC., ALL CARE ANIMAL REFERRAL CENTER and ANIMAL
3 CANCER CENTER, and each of them, are, and at all times mentioned hereto were, controlled,
4 dominated and operated by Defendant ROOKS as his individual business and alter ego, in that the
5 activities and businesses of ANIMAL CRITICAL CARE CENTER, INC., ALL CARE ANIMAL
6 REFERRAL CENTER and/or ANIMAL CANCER CENTER, and each of the them, were carried
7 out without the holding of directors' or shareholders' meetings, and/or without the preparation or
8 maintenance of records, reports or minutes of any corporate proceedings, and/or Defendant
9 ROOKS entered into personal transactions with ANIMAL CRITICAL CARE CENTER, INC.,
10 ALL CARE ANIMAL REFERRAL CENTER and/or ANIMAL CANCER CENTER, and each of
11 them, and commingled his own funds with the funds of such entities, diverted assets and accounts
12 receivable belonging to such entities by converting them to his own personal use without any
13 accountability, bookkeeping or repayment or repayment plan, and without treating such
14 withdrawals as salary or dividends, and treated his own personal expenses as if they were the
15 expenses of such entities, i.e., grocery bills, dry cleaning bills, housekeeper charges, personal
16 clothing items, home furnishings, acquisition of "antiques," and house payments on various homes
17 that ROOKS owns.

18 13. Adherence to the fiction of the separate existence of ANIMAL CRITICAL CARE
19 CENTER, INC., ALL CARE ANIMAL REFERRAL CENTER and/or ANIMAL CANCER
20 CENTER, or any of them, as entities distinct from Defendant ROOKS will permit an abuse of the
21 corporate privilege and would sanction fraud and/or promote injustice by sheltering ROOKS from
22 his obligations when, in fact, the obligations were entered into under the corporate shell only for
23 the purpose of sheltering and protecting ROOKS as an individual.

24 14. Defendants DOES 1 - 20, inclusive, are sued herein under fictitious names. Their
25 true names and capacities are unknown to Plaintiff at this time. When their true names and
26 capacities are ascertained, Plaintiff will seek leave to amend this complaint by inserting their true
27 names and capacities. Plaintiff is informed and believe and thereon alleges that each of the
28

1 fictitiously-named defendants is responsible in some manner for the occurrences herein alleged,
2 and that Plaintiff's damages herein alleged were proximately caused by each of said defendant's
3 acts and/or omissions. Each reference in this complaint to "Defendant" or to a specifically-named
4 defendant shall be deemed to refer also to defendants sued under such fictitious names.

5 15. Plaintiff is informed and believes and thereon alleges that at all times herein
6 mentioned, each of the named or fictitiously-designated defendants was the agent, employee,
7 independent contractor or alter ego of the other defendants, and each of them. Plaintiff is further
8 informed and believes and thereon alleges that in doing the things alleged herein, each of the
9 named or fictitiously-designated defendants was acting within the course and scope of said agency,
10 employment, independent contractor or alter ego relationship, and with the permission and consent
11 of the remaining defendants, and each of them.

12 **PRELIMINARY ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION**

13 16. Plaintiff LINDA L. HALL is a Doctor of Veterinary Medicine licenced to practice
14 veterinary medicine in the State of California.

15 17. In or about 1987 plaintiff first met defendant ROOKS, who is also a Doctor of
16 Veterinary Medicine licenced to practice veterinary medicine in the State of California. During the
17 period 1988-1992, ROOKS had extended Plaintiff offers to work for Defendants on four separate
18 occasions, each of which she turned down. As a result of her contacts with ROOKS, however,
19 Plaintiff and ROOKS established a personal relationship of a romantic nature, and in or about July
20 of 1994 Plaintiff moved in with ROOKS in one of his houses located in the City of Huntington
21 Beach, State of California.

22 18. In or about July of 1994 Plaintiff was employed with County Line Animal Hospital
23 in La Habra as chief veterinarian and manager of its hospital facilities, earning a guaranteed base
24 salary plus a percentage of the gross receipts and other benefits, and in the process of discussing a
25 buy-in arrangement with such employer.

26 19. In or about September of 1994, ROOKS asked Plaintiff to quit her well-paying job
27 with County Line Animal Hospital in order to come and work for Defendants as a veterinarian in
28

1 the internal medicine department, also assigned to perform anesthesiology in complex cases and
2 various administrative responsibilities, including duties pertaining to the growth and stability of
3 the practice. As an inducement to come and work for Defendants, ROOKS offered Plaintiff a
4 compensation package consisting of \$9,000.00 per month guaranteed income, plus guaranteed
5 health insurance, life insurance, association dues and license fee payments, plus an immediate
6 33⅓ percent interest in Defendants' business, with ROOKS himself to also hold a 33⅓ percent
7 interest and Craig Bergstrom, also a doctor of veterinary medicine, to hold a 33⅓ percent interest,
8 for a total of 100 percent. In offering Plaintiff this compensation package, ROOKS represented
9 that the "mission plan" of the Defendants was for the three principals, namely, ROOKS, Plaintiff
10 and Doctor Bergstrom to work together, invest in the growth of the Defendants' business, sell the
11 business in 5 years' time and split the proceeds of the sale of the business among themselves in
12 accordance with the above percentages. ROOKS further represented to Plaintiff that she and Dr.
13 Bergstrom would be receiving equal compensation, inclusive of their equity status. Plaintiff was
14 loathe to leaving her satisfying position with County Line Animal Hospital, and asked ROOKS to
15 make sure that he had a solid and secure position to offer Plaintiff; ROOKS assured Plaintiff that
16 he did. Relying upon ROOKS' promises and representations, Plaintiff accepted ROOKS'S
17 proposal, quit her job with County Line Animal Hospital and went to work for Defendants in or
18 about September, 1994, and pursuant to the "mission plan" outlined by ROOKS began investing
19 all of her time and labor in the Defendants' business. Initially, she worked 5 days per week,
20 typically 12 hours per day; however, within only a few months of commencing her employment,
21 Plaintiff received a promotion and became Defendants' principal veterinarian in internal medicine
22 and critical care, in addition to performing hospital management duties, and increased her work
23 week to 6-7 days per week, 14 hours per day.

24 20. Once Plaintiff went to work for Defendants, however, ROOKS offered Plaintiff
25 various reasons to avoid actually paying her the "guaranteed" \$9,000.00 monthly portion of
26 Plaintiff's compensation package. For example, for approximately the first six months of 1995,
27 Plaintiff received an average of only \$4,000.00 per month gross out of the \$9,000.00 promised;
28

1 ROOKS justification to Plaintiff for this was that the difference was being "invested" in the
2 growth of Defendants' business and that she would eventually recover it in the future. For the next
3 twelve months, Defendants paid Plaintiff only sporadically, if at all. Again, ROOKS told Plaintiff
4 that it was necessary for her to "invest" most of her salary back into Defendants' business, this
5 time because of the physical expansion of the facilities taking place, the need to acquire additional
6 equipment, and the added case load. Plaintiff agreed to make these ongoing monetary
7 contributions to the business and to devote nearly all of her waking energies in the growth and
8 success of the business enterprise because of the personal relationship of trust and confidence that
9 then existed between her and ROOKS, the fact that Plaintiff understood that she had an equity
10 interest in Defendants' business and would ultimately receive a percentage of the proceeds of the
11 expanded business upon its sale, and the reality that ROOKS continued to acknowledge Plaintiff's
12 percentage ownership of the business to Plaintiff herself, as well as to third parties (referring to
13 Plaintiff as his business partner), which lent credibility to ROOK'S statements. ROOKS also
14 continued to acknowledge that Plaintiff's performance was exemplary, that she was capably
15 performing each and every condition of her employment and that she was a member of the team.

16 21. In or about January of 1996, ROOKS brought an individual named William
17 Bookout into Defendants' business to act as "CEO" in order to help manage its operations and
18 plan of growth. ROOKS now approached Plaintiff and requested her consent to change her equity
19 position in Defendants' business by allocating the percentage splits upon the sale of the business at
20 the end of the 5-year period in September, 1999, as follows:

21	--	Craig Bergstrom-	20%
22	--	Linda Hall-	20%
23	--	William Bookout-	20%
24	--	ROOKS-	40%.

25 Plaintiff agreed to this change in order to bring in the needed management skills of Mr. Bookout
26 and to further the "mission plan" of maximizing the growth of Defendants' business for its
27 intended sale which would redound to the ultimate financial benefit of Plaintiff as well as the other
28

1 equity participants. Dr. Bergstrom also verbally agreed to the new equity split. Approximately one
2 month after Mr. Bookout arrived, ROOKS called a pep talk meeting attended by Plaintiff, Dr.
3 Bergstrom and Mr. Bookout. In this meeting, ROOKS praised Mr. Bookout for the job he was
4 doing, outlined the previously-stated goal of maximizing the growth of the business before its sale
5 in 1999, told everyone that he expected them to make sacrifices to achieve the financial success he
6 envisioned, and repeated, with all of the principal participants present, how the proceeds of
7 Defendants' business would be split at that time, i.e., Dr. Bergstrom-20%; Plaintiff-20%; William
8 Bookout-20%; ROOKS-40%. Everyone present at the meeting agreed to these proposals.

9 22. Beginning in or about the Spring of 1996, ROOKS behavior became increasingly
10 hostile, erratic, abusive and, at times, violent toward Plaintiff personally. First, at home, ROOKS
11 began screaming at Plaintiff, throwing objects, chasing Plaintiff away, and slapping her. He would
12 typically disappear between 8 p.m. and 12 midnight. ROOKS' excuse for this behavior was that
13 he was under "stress" due to business activities. Unbeknownst to Plaintiff at that time, ROOKS
14 had already told Mr. Bookout that he was interested in other women and wanted to get out of his
15 relationship with Plaintiff, all the while making degrading comments about women in general. He
16 instructed Mr. Bookout to "make it go away" for him.

17 23. In or about the beginning of July of 1996, ROOKS called Plaintiff from his cellular
18 phone and ordered her to immediately pack her belongings and leave their home. Plaintiff
19 complied and left ROOK'S house and moved back into the condominium she had owned prior to
20 and throughout her relationship with ROOKS. Within three days, Plaintiff was back at the animal
21 hospital, working her customary 6-7 days a week, 14 hour a day shifts. ROOKS enlisted William
22 Bookout to act as mediator with respect to certain disputes between ROOKS and Plaintiff
23 consequent to the termination of their personal relationship. As part of this role, Mr. Bookout also
24 undertook to ensure that Plaintiff was paid some steady stream of monthly compensation for work
25 she performed for the Defendants, eventually securing for Plaintiff the \$9,000.00 per month
26 guaranteed income that ROOKS promised Plaintiff back in 1994. Throughout this time, ROOKS
27 reaffirmed Plaintiff's 20% equity position in the business, continuing to refer to Plaintiff, Mr.
28

1 Bergstrom and Mr. Bookout as his "partners."

2 24. However, despite ROOK'S disingenuous statements to third parties that he wanted
3 Plaintiff to stay and work as a veterinarian in Defendants' business, beginning in or about March
4 of 1997 ROOKS embarked on a deliberate and, over time, escalating course of action, over many
5 months, to force her out of the practice by, *inter alia*, humiliating her in front of co-workers and
6 clients; falsely accusing her of professional incompetency and of killing animals; arbitrarily
7 moving her from one assignment to the next; pulling her off cases; removing Plaintiff from having
8 client contact by fabricating an excuse that she lacked communication skills; handing off cases to
9 her after he, himself, or Dr. Bergstrom, had failed to render proper and professional follow up care
10 on a timely basis and then, in the subject instances, falsely accusing Plaintiff of misfeasance; and
11 yelling at Plaintiff and calling her "stupid" or accusing her of not knowing what she was doing.
12 No reasonable person could be expected to endure, on a continuous basis, the vile attacks ROOKS
13 made on Plaintiff, which were antithetical to Plaintiff's job and the oath she had taken as a
14 veterinarian, and designed to destroy her self-confidence as a physician. ROOK'S manipulative
15 conduct and vituperative attacks against Plaintiff were and are but part of a pattern and practice of
16 conduct ROOKS has manifested towards other individuals he has successfully forced out of the
17 practice after making promises he never intended to fulfill or from whom he has fraudulently
18 extracted money or other financial assistance to build or enhance Defendants' practice.

19 25. ROOKS intentionally created such an intolerable, hostile and stressful work
20 environment for Plaintiff that in August of 1997 Plaintiff could no longer work in the atmosphere
21 ROOKS created and was forced by his conduct to take a medical leave of absence so that she
22 could try to formulate a plan to deal with ROOKS and continue to perform her work-related
23 responsibilities. Having determined that there was no rational way to handle ROOKS' destructive
24 behavior, on September 1, 1997, Plaintiff tendered her resignation to Defendants, effective
25 September 30, 1997.

26 26. Since Plaintiff's constructive termination from her employment, Plaintiff has failed
27 to secure comparable employment.
28

1 **FIRST CAUSE OF ACTION**

2 (Fraud--Promise Made With No Intent to Perform, Against Defendants Robert Lee Rooks,
3 Animal Critical Care Center, Inc., All Care Animal Referral Center, Animal Cancer Center and
4 Does 1-20, Inclusive)

5 27. Plaintiff incorporates by reference paragraphs 1 through 26, inclusive, as though
6 fully set forth herein.

7 28. In first inducing Plaintiff to quit her job with County Line Animal Hospital and
8 then throughout the period of Plaintiff's employment with Defendants, ROOKS frequently
9 acknowledged to Plaintiff and to third parties that she had an equity interest in Defendants'
10 business. In addition, up to the time ROOKS embarked on his campaign to squeeze Plaintiff out of
11 the business, he acknowledged that Plaintiff had made great sacrifices and investments towards the
12 growth of the business, that her worth and contribution to Defendants' business greatly exceeded
13 the sporadic remuneration she received, and that she would be compensated for such efforts in the
14 future. He also represented to Plaintiff that she and Dr. Bergstrom were entitled to equal
15 compensation, inclusive of their respective equity interests.

16 29. In fact, Plaintiff has not reaped any of the financial benefits promised by ROOKS,
17 but only pain, misery and significant financial loss after ROOKS exercised his dominance and
18 control over Defendants' enterprise and dumped her after he had extracted from her an
19 extraordinary amount of professional labor and investment in his business for virtually nothing. In
20 addition, Plaintiff is informed and believes and thereon alleges that contrary to the representations
21 of ROOKS, Defendants did not treat her and Dr. Bergstrom equally in terms of the terms and
22 conditions of compensation, but that Dr. Bergstrom was paid significantly more.

23 30. Plaintiff is informed and believes and thereon alleges that ROOKS had no intent
24 to perform his obligations at the time he made promises to Plaintiff concerning the financial terms
25 of her employment with Defendants, and particularly her equity interest in Defendants' business.
26 Such promises were false and untrue, and were made with the specific intent to deceive and
27 defraud Plaintiff and to induce her to come and work for Defendants and invest in the expansion of
28

1 their business and to continue to perform such activities.

2 31. Plaintiff HALL reasonably relied on Defendant ROOKS promises in accepting and
3 continuing her employment with Defendants given the trust and confidence that originally existed
4 between Plaintiff and ROOKS, ROOK'S status as controlling head of Defendants' enterprise,
5 Defendants' constant repetition to Plaintiff and to third parties that Plaintiff was his "partner" and
6 held an equity interest in the Defendants' business, and the reality that significant advances were,
7 in fact, made during Plaintiff's tenure to expand the business in accordance with the "mission
8 plan" articulated by ROOKS.

9 32. As a direct and proximate result of ROOK'S intentionally false promises, and
10 Plaintiff's reasonable reliance on them, Plaintiff has suffered and continues to suffer monetary
11 damages represented by the loss of her percentage share in Defendants' business and other
12 compensation that remains unpaid, all to her damage in an amount in excess of the minimum
13 jurisdiction of this Court, the precise amount of which will be proven at trial.

14 33. As a further direct and proximate result of the aforesaid conduct of Defendants, and
15 each of them, Plaintiff has suffered and continues to suffer severe emotional distress including, but
16 not limited to humiliation, embarrassment, and mental anguish, in an amount according to proof.

17 34. The aforementioned conduct of Defendants was intentional, and done for the
18 purpose of benefitting Defendants at the expense of Plaintiff, and constitutes misrepresentation,
19 deceit, concealment of material facts know to Defendants, with the intention on the part of
20 Defendants of depriving Plaintiff of property or legal rights, or otherwise causing Plaintiff injury,
21 and was malicious and despicable conduct that has subjected Plaintiff to cruel and unjust hardship
22 in conscious disregard of Plaintiff's rights. Plaintiff is informed and believes and thereon alleges
23 that ROOKS, hiding behind his doctor's credentials and image, has made it a pattern and practice
24 of his for many years to engage in substantially the same kind of conduct towards other
25 individuals for the purpose of defrauding and conning them out of money in order to enhance his
26 own business and personal fortune. Accordingly, Plaintiff is entitled to recover punitive damages
27 from Defendants, and each of them, in an amount according to proof, in order to punish and set an
28

1 example of the Defendants, and to deter them from engaging in similar conduct in the future.

2 **SECOND CAUSE OF ACTION**

3 (Unjust Enrichment Based on Fraud Against Defendants Robert Lee Rooks, Animal Critical Care
4 Center, Inc., All Care Animal Referral Center, Animal Cancer Center and Does 1-20, Inclusive)

5 35. Plaintiff incorporates by reference paragraphs 1 through 34, inclusive, as though
6 fully set forth herein.

7 36. Through the fraudulent misrepresentations and wrongful conduct of ROOKS,
8 Defendants, and each of them, have received and will receive in the future monies that Plaintiff
9 herself would otherwise have been entitled to receive. Defendants have thus been and are
10 continuing to be unjustly enriched at Plaintiff's expense through their own fraudulent conduct and
11 Defendants are constructive trustees of such monies, in an amount according to proof.

12 37. As a further direct and proximate result of the aforesaid conduct of Defendants, and
13 each of them, Plaintiff has suffered and continues to suffer severe emotional distress including, but
14 not limited to humiliation, embarrassment, and mental anguish, in an amount according to proof.

15 38. The aforementioned conduct of Defendants was intentional, and done for the
16 purpose of benefitting Defendants at the expense of Plaintiff, and constitutes misrepresentation,
17 deceit, concealment of material facts know to Defendants, with the intention on the part of
18 Defendants of depriving Plaintiff of property or legal rights, or otherwise causing Plaintiff injury,
19 and was malicious and despicable conduct that has subjected Plaintiff to cruel and unjust hardship
20 in conscious disregard of Plaintiff's rights. Plaintiff is informed and believes and thereon alleges
21 that ROOKS, hiding behind his doctor's credentials and image, has made it a pattern and practice
22 of his for many years to engage in substantially the same kind of conduct towards other
23 individuals for the purpose of defrauding and conning them out of money in order to enhance his
24 own business and personal fortune. Accordingly, Plaintiff is entitled to recover punitive damages
25 from Defendants, and each of them, in an amount according to proof, in order to punish and set an
26 example of the Defendants, and to deter them from engaging in similar conduct in the future.

27 //

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49
- 50
- 51
- 52
- 53
- 54
- 55
- 56
- 57
- 58
- 59
- 60
- 61
- 62
- 63
- 64
- 65
- 66
- 67
- 68
- 69
- 70
- 71
- 72
- 73
- 74
- 75
- 76
- 77
- 78
- 79
- 80
- 81
- 82
- 83
- 84
- 85
- 86
- 87
- 88
- 89
- 90
- 91
- 92
- 93
- 94
- 95
- 96
- 97
- 98
- 99
- 100
- 101
- 102
- 103
- 104
- 105
- 106
- 107
- 108
- 109
- 110
- 111
- 112
- 113
- 114
- 115
- 116
- 117
- 118
- 119
- 120
- 121
- 122
- 123
- 124
- 125
- 126
- 127
- 128
- 129
- 130
- 131
- 132
- 133
- 134
- 135
- 136
- 137
- 138
- 139
- 140
- 141
- 142
- 143
- 144
- 145
- 146
- 147
- 148
- 149
- 150
- 151
- 152
- 153
- 154
- 155
- 156
- 157
- 158
- 159
- 160
- 161
- 162
- 163
- 164
- 165
- 166
- 167
- 168
- 169
- 170
- 171
- 172
- 173
- 174
- 175
- 176
- 177
- 178
- 179
- 180
- 181
- 182
- 183
- 184
- 185
- 186
- 187
- 188
- 189
- 190
- 191
- 192
- 193
- 194
- 195
- 196
- 197
- 198
- 199
- 200
- 201
- 202
- 203
- 204
- 205
- 206
- 207
- 208
- 209
- 210
- 211
- 212
- 213
- 214
- 215
- 216
- 217
- 218
- 219
- 220
- 221
- 222
- 223
- 224
- 225
- 226
- 227
- 228
- 229
- 230
- 231
- 232
- 233
- 234
- 235
- 236
- 237
- 238
- 239
- 240
- 241
- 242
- 243
- 244
- 245
- 246
- 247
- 248
- 249
- 250
- 251
- 252
- 253
- 254
- 255
- 256
- 257
- 258
- 259
- 260
- 261
- 262
- 263
- 264
- 265
- 266
- 267
- 268
- 269
- 270
- 271
- 272
- 273
- 274
- 275
- 276
- 277
- 278
- 279
- 280
- 281
- 282
- 283
- 284
- 285
- 286
- 287
- 288
- 289
- 290
- 291
- 292
- 293
- 294
- 295
- 296
- 297
- 298
- 299
- 300
- 301
- 302
- 303
- 304
- 305
- 306
- 307
- 308
- 309
- 310
- 311
- 312
- 313
- 314
- 315
- 316
- 317
- 318
- 319
- 320
- 321
- 322
- 323
- 324
- 325
- 326
- 327
- 328
- 329
- 330
- 331
- 332
- 333
- 334
- 335
- 336
- 337
- 338
- 339
- 340
- 341
- 342
- 343
- 344
- 345
- 346
- 347
- 348
- 349
- 350
- 351
- 352
- 353
- 354
- 355
- 356
- 357
- 358
- 359
- 360
- 361
- 362
- 363
- 364
- 365
- 366
- 367
- 368
- 369
- 370
- 371
- 372
- 373
- 374
- 375
- 376
- 377
- 378
- 379
- 380
- 381
- 382
- 383
- 384
- 385
- 386
- 387
- 388
- 389
- 390
- 391
- 392
- 393
- 394
- 395
- 396
- 397
- 398
- 399
- 400
- 401
- 402
- 403
- 404
- 405
- 406
- 407
- 408
- 409
- 410
- 411
- 412
- 413
- 414
- 415
- 416
- 417
- 418
- 419
- 420
- 421
- 422
- 423
- 424
- 425
- 426
- 427
- 428
- 429
- 430
- 431
- 432
- 433
- 434
- 435
- 436
- 437
- 438
- 439
- 440
- 441
- 442
- 443
- 444
- 445
- 446
- 447
- 448
- 449
- 450
- 451
- 452
- 453
- 454
- 455
- 456
- 457
- 458
- 459
- 460
- 461
- 462
- 463
- 464
- 465
- 466
- 467
- 468
- 469
- 470
- 471
- 472
- 473
- 474
- 475
- 476
- 477
- 478
- 479
- 480
- 481
- 482
- 483
- 484
- 485
- 486
- 487
- 488
- 489
- 490
- 491
- 492
- 493
- 494
- 495
- 496
- 497
- 498
- 499
- 500
- 501
- 502
- 503
- 504
- 505
- 506
- 507
- 508
- 509
- 510
- 511
- 512
- 513
- 514
- 515
- 516
- 517
- 518
- 519
- 520
- 521
- 522
- 523
- 524
-

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
2
2
2
2
2
2
2
2
2

4
5

6
7
8
9
10
11
12
13
14

15
16
17
18
19

20
2
$$\begin{array}{c} 2 \\ 2 \\ 2 \\ 2 \end{array}$$
2
2

1 44. As a further direct and proximate result of the aforesaid conduct of Defendants, and
2 each of them, Plaintiff has suffered and continues to suffer severe emotional distress including, but
3 not limited to humiliation, embarrassment, and mental anguish, in an amount according to proof.

4 45. The aforementioned conduct of Defendants was intentional, and done for the
5 purpose of benefitting Defendants at the expense of Plaintiff, and constitutes misrepresentation,
6 deceit, concealment of material facts know to Defendants, with the intention on the part of
7 Defendants of depriving Plaintiff of property or legal rights, or otherwise causing Plaintiff injury,
8 and was malicious and despicable conduct that has subjected Plaintiff to cruel and unjust hardship
9 in conscious disregard of Plaintiff's rights. Plaintiff is informed and believes and thereon alleges
10 that ROOKS, hiding behind his doctor's credentials and image, has made it a pattern and practice
11 of his for many years to engage in substantially the same kind of conduct towards other
12 individuals for the purpose of defrauding and conning them out of money in order to enhance his
13 own business and personal fortune. Accordingly, Plaintiff is entitled to recover punitive damages
14 from Defendants, and each of them, in an amount according to proof, in order to punish and set an
15 example of the Defendants, and to deter them from engaging in similar conduct in the future.

16 **FOURTH CAUSE OF ACTION**

17 (Estoppel By Conduct Against Defendants Robert Lee Rooks, Animal Critical Care Center, Inc.,

18 All Care Animal Referral Center, Animal Cancer Center and Does 1-20, Inclusive)

19 46. Plaintiff incorporates by reference paragraphs 1 through 45, inclusive, as though
20 fully set forth herein.

21 47. By leading Plaintiff to believe by words and by conduct that she would have an
22 immediate equity interest in Defendants' business and other guaranteed remuneration, without
23 condition, and by continuing throughout Plaintiff's employment to repeat such assurances in order
24 to encourage her to invest money and an inordinate amount of time and labor for the purpose of
25 maximizing such interest, Defendants, and each of them, could reasonably foresee that Plaintiff
26 would quit her job with County Line Animal Hospital in order to work for Defendants, forego her
27 guaranteed compensation from Defendants when asked by ROOKS to do so for business
28

1 expansion purposes or to solve cash flow problems, and perform work activities commensurate
2 with the concept of Plaintiff having an equity position in Defendants' business.

3 48. Had Plaintiff known, in fact, that ROOKS intended to lure Plaintiff to work for
4 Defendants through artifice and deceit, Plaintiff would never have quit her well-paying job,
5 invested the substantial portion of her "guaranteed" income in Defendants' business, and worked
6 the inordinate number of hours that she did in order to carry out Defendants' "mission plan" as
7 outlined by ROOKS.

8 49. Defendants, and each of them, are estopped from contradicting the effect of the
9 words and/or conduct expressly communicated to Plaintiff by ROOKS with the intention that
10 Plaintiff act on same to her detriment.

11 50. As a direct and proximate result of ROOK'S words and conduct, and Plaintiff's
12 reasonable reliance on such words and conduct, Plaintiff has suffered and continues to suffer
13 monetary damages represented by the loss of her percentage share in Defendants' business and
14 other compensation that remains unpaid, all to her damage in an amount in excess of the minimum
15 jurisdiction of this Court, the precise amount of which will be proven at trial.

16 51. As a further direct and proximate result of the aforesaid conduct of Defendants, and
17 each of them, Plaintiff has suffered and continues to suffer severe emotional distress including, but
18 not limited to humiliation, embarrassment, and mental anguish, in an amount according to proof.

19 52. The aforementioned conduct of Defendants was intentional, and done for the
20 purpose of benefitting Defendants at the expense of Plaintiff, and constitutes misrepresentation,
21 deceit, concealment of material facts know to Defendants, with the intention on the part of
22 Defendants of depriving Plaintiff of property or legal rights, or otherwise causing Plaintiff injury,
23 and was malicious and despicable conduct that has subjected Plaintiff to cruel and unjust hardship
24 in conscious disregard of Plaintiff's rights. Plaintiff is informed and believes and thereon alleges
25 that ROOKS, hiding behind his doctor's credentials and image, has made it a pattern and practice
26 of his for many years to engage in substantially the same kind of conduct towards other
27 individuals for the purpose of defrauding and conning them out of money in order to enhance his
28

1 own business and personal fortune. Accordingly, Plaintiff is entitled to recover punitive damages
2 from Defendants, and each of them, in an amount according to proof, in order to punish and set an
3 example of the Defendants, and to deter them from engaging in similar conduct in the future.

4 **FIFTH CAUSE OF ACTION**

5 (Constructive Fraud Against Defendants Robert Lee Rooks, Animal Critical Care Center, Inc., All
6 Care Animal Referral Center, Animal Cancer Center and Does 1-20, Inclusive)

7 53. Plaintiff incorporates by reference paragraphs 1 through 52, inclusive, as though
8 fully set forth herein.

9 54. At all times relevant and material hereto, a fiduciary and/or confidential
10 relationship existed between Plaintiff and Defendants, and each of them, incident to Plaintiff's
11 employment/quasi-partnership relationship to Defendants. As a result of such relationship,
12 Defendants, and each of them, had a duty to Plaintiff to be absolutely fair, straightforward and
13 truthful to Plaintiff with respect to such relationship, not to conceal facts in connection with the
14 relationship, and not to take advantage of Plaintiff or to mislead her in connection with the
15 relationship to her detriment.

16 55. Defendants, and each of them, breached their duty to Plaintiff by falsely leading her
17 to believe that she had an equity interest in Defendants' business and that her extraordinary
18 investment of labor and investment of money in the business by foregoing substantial amounts of
19 "guaranteed" income would result in her being able to cash out such equity interest in accordance
20 with the 5-year mission plan outlined by ROOKS prior to the commencement of her employment
21 with Defendants and to obtain financial security. The reality was that ROOKS realized that he had
22 the power to take advantage of Plaintiff professionally because of his personal relationship with
23 the Plaintiff, could get her to work for him and help build up his business for virtually no
24 compensation with the promise that the business would be sold in five years and that they would
25 retire together, and that when ROOKS got tired of Plaintiff he could simply drive her out, as he
26 had done with others, and be done with her.

27 //

56. As a direct and proximate result of ROOK'S breach, Plaintiff has suffered and continues to suffer monetary damages represented by the loss of her percentage share in Defendants' business and other compensation that remains unpaid, all to her damage in an amount in excess of the minimum jurisdiction of this Court, the precise amount of which will be proven at trial.

57. As a further direct and proximate result of the aforesaid conduct of Defendants, and each of them, Plaintiff has suffered and continues to suffer severe emotional distress including, but not limited to humiliation, embarrassment, and mental anguish, in an amount according to proof.

58. The aforementioned conduct of Defendants was intentional, and done for the purpose of benefitting Defendants at the expense of Plaintiff, and constitutes misrepresentation, deceit, concealment of material facts known to Defendants, with the intention on the part of Defendants of depriving Plaintiff of property or legal rights, or otherwise causing Plaintiff injury, and was malicious and despicable conduct that has subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights. Plaintiff is informed and believes and thereon alleges that ROOKS, hiding behind his doctor's credentials and image, has made it a pattern and practice of his for many years to engage in substantially the same kind of conduct towards other individuals for the purpose of defrauding and conning them out of money in order to enhance his own business and personal fortune. Accordingly, Plaintiff is entitled to recover punitive damages from Defendants, and each of them, in an amount according to proof, in order to punish and set an example of the Defendants, and to deter them from engaging in similar conduct in the future.

SIXTH CAUSE OF ACTION

(Constructive Wrongful Discharge Against Defendants Robert Lee Rooks, Animal Critical Care Center, Inc., All Care Animal Referral Center, Animal Cancer Center and Does 1-20, Inclusive)

59. Plaintiff incorporates by reference paragraphs 1 through 58, inclusive, as though fully set forth herein.

60. Plaintiff HALL entered into an employment relationship with Defendants in or about September, 1994, as heretofore alleged, pursuant to which she agreed to work for

1 Defendants and for which Defendants agreed to pay Plaintiff compensation -- including the receipt
2 of an immediate equity interest in Defendants' business which, it was agreed, would be sold in 5
3 years at which time Plaintiff would realize her interest. During the entire course of Plaintiff's
4 employment with Defendants, there existed an implied-in-fact employment contract between
5 Plaintiff and Defendants, and each of them, which at the time of Plaintiff's constructive discharge
6 included, but was not limited to, the following terms and conditions:

7 (a) Plaintiff would be able to continue her employment with Defendants
8 indefinitely so long as she carried out her duties in a proper and competent manner;

9 (b) Plaintiff would not be demoted, discharged or otherwise disciplined, nor
10 would Plaintiff's job functions be reassigned for other than good cause with notice and
11 opportunity to improve;

12 (c) Defendants would not evaluate Plaintiff's performance in an arbitrary,
13 untrue, or capricious manner;

14 (d) Defendants would provide Plaintiff with competent support so that she
15 could properly carry out her responsibilities.

16 61. This total employment agreement was evidenced by various written documents,
17 oral representations to Plaintiff HALL by Defendant ROOKS, and the parties' entire course of
18 conduct, including the following:

19 (a) Defendants established policy which was known to Plaintiff and relied upon
20 by her, that an employee such as Plaintiff, who had performed services as a good and faithful
21 employee, would have secure employment tenure with Defendants; that an employee such as
22 Plaintiff would be permitted to continue employment unless discharged for good and sufficient
23 cause; and that an employee such as Plaintiff would not be demoted, discharged or disciplined
24 without good and sufficient cause;

25 (b) Up until the time ROOKS pattern of vile, arbitrary and abusive conduct
26 towards Plaintiff began, as set forth in ¶ 24 above, ROOKS had throughout Plaintiff's employment
27 expressly told Plaintiff that her performance was exemplary, that she was a team player in the
28

1 efforts to expand the business, and that she could expect to realize her equity interest in
2 Defendants' business when it was sold. As a result of the above representations, Plaintiff came
3 reasonably to expect and to rely on the promise of job security in Defendants' veterinarian
4 practice. Such statements and acts of ROOKS communicated to Plaintiff the idea that she had
5 performed her job satisfactorily and that her job was secure. Plaintiff in good faith relied upon
6 these representations and believed them to be true;

7 (c) Plaintiff's reliance on, belief in, and acceptance in good faith of all the
8 assurances, promises and representations of ROOKS, as listed in ¶¶ 19-21 above, led Plaintiff to
9 reasonably believe that her employment was secure and that there existed a contract of continuous
10 employment with Defendants.

11 62. Plaintiff HALL undertook and continued employment and duly performed all of the
12 conditions of the oral contract to be performed by her. Plaintiff at all times has been ready, willing
13 and able to perform, and has offered to perform, all of the conditions of the contract to be
14 performed by her.

15 63. Despite the representations made to Plaintiff by Defendants and the reliance she
16 placed upon them, Defendants failed to carry out their responsibilities under the terms of the
17 employment agreement in the following ways:

18 (a) After ROOKS' decided to get rid of Plaintiff, he implemented of a
19 deliberate and, over time, escalating course of action over many months to force her out of the
20 practice by, *inter alia*, humiliating her in front of clients; falsely accusing her of professional
21 incompetency; arbitrarily moving her from one assignment to the next; pulling her off cases;
22 removing Plaintiff from having client contact by fabricating an excuse that she lacked
23 communication skills; handing off cases to her after he, himself, had failed to render proper and
24 professional follow up care on a timely basis and then falsely accusing Plaintiff of misfeasance;
25 and calling her "stupid."

26 (b) By creating, through the relentless and unwarranted personal attacks
27 described in ¶ 63(a) above, a work environment so hostile that no reasonable person, and
28

1 particularly a professional responsible on a daily basis to care for seriously ill or injured animals,
2 could be expected to endure it, forcing Plaintiff's resignation and constructive termination

3 64. As a proximate result of Defendants' breach of the implied employment agreement,
4 Plaintiff has suffered and continues to suffer substantial losses in earnings and other compensation
5 and employment benefits which she would have received had Defendants not breached said
6 agreement, all to her damage in an amount in excess of the minimum jurisdiction of this Court, the
7 precise amount of which will be proven at trial.

8 SEVENTH CAUSE OF ACTION

9 (Breach of the Implied Covenant of Good Faith and Fair Dealing Against Defendants Robert Lee
10 Rooks, Animal Critical Care Center, Inc., All Care Animal Referral Center, Animal Cancer Center
11 and Does 1-20, Inclusive)

12 65. Plaintiff incorporates by reference paragraphs 1 through 64, inclusive, as though
13 fully set forth herein.

14 66. The employment agreement between Plaintiff and Defendants contained an implied
15 covenant of good faith and fair dealing by which Defendants, and each of them, promised to give
16 full cooperation to Plaintiff HALL in her performance under said employment agreement and to
17 refrain from doing any act which would prevent or impede Plaintiff's enjoyment of the fruits of
18 said contract. Said covenant of good faith and fair dealing required Defendants to fairly, honestly
19 and reasonably perform the terms and conditions of said agreement.

20 67. Defendants breached the covenant of good faith and fair dealing in the employment
21 agreement by constructively terminating Plaintiff's employment unfairly, in bad faith and for
22 reasons extraneous to the contract.

23 68. As a proximate result of Defendants' breach of the implied employment agreement,
24 Plaintiff has suffered and continues to suffer substantial losses in earnings and other compensation
25 and employment benefits which she would have received had Defendants not breached said
26 agreement, all to her damage in an amount in excess of the minimum jurisdiction of this Court, the
27 precise amount of which will be proven at trial.
28

1 EIGHTH CAUSE OF ACTION

2 (Harassment Based On Sex Against Defendants Robert Lee Rooks, Animal Critical Care Center,
3 Inc., All Care Animal Referral Center, Animal Cancer Center and Does 1-20, Inclusive)

4 69. Plaintiff incorporates by reference paragraphs 1 through 68, inclusive, as though
5 fully set forth herein.

6 70. Defendants are subject to suit under the California Fair Employment and Housing
7 Act, Government Code § 12900, et seq. (hereinafter "FEHA") in that Defendants regularly employ
8 five or more persons.

9 71. Defendants, through ROOKS, engaged in a course of intentional and malicious
10 conduct towards Plaintiff, a female, which included, but is not limited to the following;

11 (a) Verbal abuse, including yelling at Plaintiff, calling her "stupid" and
12 "incompetent," stating that she thinks "like a nurse," and falsely accusing Plaintiff of professional
13 misfeasance when, in fact, in the subject instances, it was ROOKS himself, or Dr. Bergstrom, who
14 had let their patients' conditions seriously deteriorate before ROOKS belatedly handed off such
15 cases to Plaintiff for handling;

16 (b) Arbitrarily removing Plaintiff from work she was qualified to do in order to
17 humiliate and degrade her;

18 (c) Refusing to assign Plaintiff to work she was qualified to do;

19 (d) Interfering with Plaintiff's job duties and responsibilities;

20 (e) Latching onto Plaintiff as a sexual partner with the ulterior and fraudulent
21 motive of involving Plaintiff in Defendants' business in order to extract Plaintiffs' labor at grossly
22 less than her fair market value;

23 (f) Lying to Plaintiff by telling her that the terms and conditions of her
24 employment were equal with those of Dr. Craig Bergstrom; and

25 (g) Constructively terminating Plaintiff.

26 72. Despite Plaintiff's demands to ROOKS himself to cease his harassment of her and
27 complaints to Bill Bookout as one of Defendants' principals that he take steps to control and
28

1 curtail ROOKS' behavior, ROOKS' abusive behavior only continued and escalated.

2 73. As a proximate result of Defendants' harassment against plaintiff, as alleged above,
3 Plaintiff has been harmed in that Plaintiff has suffered the loss of the wages, salary, benefits and
4 additional amounts of money, including prejudgment interest, Plaintiff would have received if she
5 had not been harassed, from the start of her employment and continuing throughout her
6 employment until her eventual constructive termination, all in an amount according to proof at
7 trial.

8 74. As a further proximate result of Defendants' harassment of Plaintiff, as alleged
9 above, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish,
10 nervousness, emotional distress and anxiety, all in an amount according to proof.

11 75. The aforementioned conduct of Defendants was intentional, and done for the
12 purpose of benefitting Defendants at the expense of Plaintiff, and constitutes misrepresentation,
13 deceit, concealment of material facts know to Defendants, with the intention on the part of
14 Defendants of depriving Plaintiff of property or legal rights, including her rights under the FEHA,
15 or otherwise causing Plaintiff injury, and was malicious and despicable conduct that has subjected
16 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights. Plaintiff is
17 informed and believes and thereon alleges that ROOKS, hiding behind his doctor's credentials and
18 image, has made it a pattern and practice of his for many years to engage in substantially the same
19 kind of conduct towards other individuals for the purpose of defrauding and conning them out of
20 money in order to enhance his own business and personal fortune. Accordingly, Plaintiff is entitled
21 to recover punitive damages from Defendants, and each of them, in an amount according to proof,
22 in order to punish and set an example of the Defendants, and to deter them from engaging in
23 similar conduct in the future.

24 76. As a direct result of the conduct of Defendants, and each of them, as set forth
25 above, Plaintiff was forced to incur substantial attorneys' fees, which are recoverable under
26 Government Code § 12965(b).

27 //

1 77. On January 18, 1998, and within one year of the then last date of the harassment
2 and discrimination herein alleged by Plaintiff against Defendants, Plaintiff filed charges of
3 discrimination, including discrimination/harassment based on sex (female), with the DFEH (Case
4 Nos. E-9798-K-0849-00c and E-9798-K-0849-01c.) Copies of these charges are attached hereto as
5 Exhibits "A" and "B," and are incorporated herein by this reference.


6 78. Effective January 26, 1998, the DFEH issued to Plaintiff notices of right to bring a
7 civil action based on the charges that are attached as Exhibits "A" and "B." Copies of the Notices
8 of Case Closure are attached hereto as Exhibits "C" and "D," and are incorporated herein by this
9 reference.

10 WHEREFORE, Plaintiff Linda L. Hall prays for judgment against Defendants, and each of
11 them, as follows:

- 12 1. For compensatory and consequential damages, according to proof;
- 13 2. For general damages, according to proof;
- 14 3. For punitive and exemplary damages against defendants, and each of them, under
15 the First, Second, Third, Fourth, Fifth and Eighth Causes of Action;
- 16 4. For reasonable attorneys' fees and other costs of suit allowed under California law,
17 according to proof at the time of trial;
- 18 5. For prejudgment interest; and
- 19 6. For such other and further relief as the court may deem just and proper.

20
21 DATED: July 27, 1998

LAW OFFICES OF DAVID C. HOLT
LAW OFFICES OF LANA J. FELDMAN

22
23 By: 
24 LANA FELDMAN
25 Attorneys for Plaintiff LINDA L. HALL
26
27
28