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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

MICHELLE C. GOMEZ, an individual.

Plaintiff,

vs.

KATHERINE HOGUE, an individual;
RACHEL BARTLETT, an individual; GARY
GARTNER, an individual; DAN SHOOK
CASTILLO, an individual; ROBERT LEAHY,
an individual; MATT DUBURG, an
individual; LUCA DE SANCTIS BARTON,
an individual; THE LINE PRINTING
COMPANY a business entity of unknown
form; and DOES 1 through 50, inclusive.

Defendants.

Case No. 37-2020-00029521-CU-DF-NC

COMPLAINT FOR

1. Defamation: Slander
2. Defamation: Libel
3. Intentional Interference with Prospective Economic Relations
4. Negligent Interference with Prospective Economic Relations
5. Intentional Infliction of Emotional Distress
6. Civil Conspiracy
7. Violation of Business and Professions Code § 17200
8. Injunctive Relief

Plaintiff Michelle C. Gomez (“Plaintiff”), by and through her undersigned counsel, alleges as follows:

INTRODUCTION

1. This case involves a malicious conspiracy of deceit and defamation carried out in the media and at political functions by the Defendants upon Plaintiff. In 2017, Plaintiff decided to run for County Supervisor in San Diego County in the 2018 election cycle. For her campaign Plaintiff

1 needed volunteers and staff to help with fundraising, campaign strategy, events, meetings, and much
2 more. Plaintiff had an unsuccessful run for County Supervisor in 2018. In 2020 Plaintiff is running
3 for City Council in Oceanside, California. During this current campaign Plaintiff discovered that the
4 Defendants were defaming her through false accusations and false claims committing both slander
5 and liable against her in order to deliberately destroy Plaintiff's political career and try to cause her
6 to lose her current campaign.

7 8 **I. JURISDICTION AND VENUE**

9 2. This Court has subject matter jurisdiction over the entire action because this is a civil action
10 where the amount in controversy, exclusive of interest, exceeds \$25,000.

11 3. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure
12 §395(a), at least one if not all of the Defendants resides and/or transact business in the County of San
13 Diego, California, and therefore this case is within the proper jurisdiction of this Court for purposes
14 of service of process, general jurisdiction, and proper venue.

15 **II. PARTIES**

16 4. Plaintiff, Michelle C. Gomez (hereinafter "Plaintiff"), was at all times relevant to this Action,
17 an individual domiciled in the State of California, San Diego County.

18 5. Defendant Katherine Hogue (hereinafter "Defendant Hogue") is an individual, and is a
19 resident in the State of California, in San Diego County.

20 6. Defendant Rachel Bartlett (hereinafter "Defendant Bartlett") is an individual, and is a
21 resident in the State of California, in San Diego County.

22 7. Defendant Gary Gartner (hereinafter "Defendant Gartner") is an individual, and is a resident
23 in the State of California, in San Diego County.

24 8. Defendant Dan Shook Castillo (hereinafter "Defendant Shook Castillo") is an individual, and
25 is a resident in the State of California, in San Diego County.

26 9. Defendant Robert Leahy (hereinafter "Defendant Leahy") is an individual, and is a resident
27 in the State of California, in San Diego County.
28

1 10. Defendant Matt DuBurg (hereinafter “Defendant DuBurg”) is an individual, and is a resident
2 in the State of California, in San Diego County.

3 11. Defendant Luca De Sanctis Barton (hereinafter “Defendant Barton”) is an individual, and is a
4 resident in the State of California, in Los Angeles County.

5 12. Defendant The Line Printing Company (hereinafter “Defendant Line Printing Company”) is
6 a business entity in the State of California, in San Diego County.

7 13. Plaintiff is informed and believes, and thereon allege, that the named Defendants herein,
8 including those DOE Defendants yet to be identified, are directly or indirectly responsible in some
9 manner for some or all of the acts alleged herein, and that Plaintiff’s damages are herein alleged are
10 and were proximately caused by such Defendants. Plaintiff will seek leave of court to amend this
11 Complaint to allege such names and capacities as soon as they are ascertained.

12 **SUMMARY OF FACTS**

13 14. In 2017, Plaintiff ran for County Supervisor. To run an effective campaign, Plaintiff worked
14 with volunteers and staff to help with fundraising, campaign strategy, events, meetings, campaign
15 yard signs and more. In June 2018, Plaintiff met with Defendant Rachel Bartlett and presented her
16 with a written agreement that stated Plaintiff would compensate Defendant Bartlett for her work during
17 the campaign at a rate of \$1,500.00 per month. Defendant Bartlett refused to sign that agreement.
18 Instead of working under that agreement, Plaintiff and Defendant Bartlett worked together under a
19 series of verbal agreements under which Defendant Bartlett provided both paid and volunteer work
20 on Plaintiff’s 2018 campaign.

21 15. Under these verbal agreements, Plaintiff paid Defendant Bartlett \$750.00 on July 20, 2018,
22 \$1,500.00 on September 1, 2018, \$3,000.00 on October 3, 2018, \$300.00 on June 27, 2019,
23 \$1,000.00 on November 8, 2019, \$1,000.00 on February 14, 2020 and \$2,000.00 on March 1, 2020.
24 Defendant Bartlett did not cash the last check given to her and dated March 1, 2020. A true and
25 correct copy of the checks are attached as “Exhibit 1” and incorporated herein by reference.

26 Throughout the end of 2018 and early 2019 Plaintiff told Defendant Bartlett on numerous occasions
27 that the campaign was running low on funds and therefore could only provide her with very limited
28 payments going forward. Plaintiff also made certain that Defendant Bartlett understood this and

1 specifically highlighted to Defendant Bartlett that she could stop working with the campaign at any
2 time.

3 16. In 2018, Defendant Line Printing Company was asked to create 2,000 campaign yard signs
4 for Plaintiff's County Supervisor campaign. Defendant Line Printing Company told Plaintiff the
5 signs would be ready in seven days and that they would be delivered from Chula Vista, California to
6 Oceanside, California by Defendant Line Printing Company. However, because of failures on the
7 part of Defendant Line Printing Company, Plaintiff and Defendant DuBurg were picking up
8 campaign yard signs every other day for several weeks as they were slowly being produced by
9 Defendant Line Printing Company. Defendant Line Printing Company never delivered any of the
10 signs as was promised under their agreement with Plaintiff. Approximately ten days before the
11 election Plaintiff asked Defendant Line Printing Company to halt production due to Defendant Line
12 Printing Company's utter failure to meet the terms of its agreement with Plaintiff. Defendant Line
13 Printing Company was paid in full for all signs that were actually obtained by the campaign and
14 Plaintiff offered to pay for any other signs that could be delivered by Line Printing Company, as
15 delivery was a long-breached aspect of their agreement. However, Defendant Line Printing
16 Company was never actually able to deliver any signs and Plaintiff was unable to continue the many
17 hours of driving required by Defendant Line Printing Company's slow production cycle and breach
18 of contract as to delivery of the signs. This slowness in producing the signs was also in breach of the
19 agreement between Defendant Line Printing Company and Plaintiff. A true and correct copy of the
20 cancelled check and reviews of Defendant Line Printing Company is attached as "Exhibit 2" and
21 incorporated herein by reference.

22 17. Defendant Matthew DuBurg was brought onto the campaign to provide services as a courier
23 for Plaintiff in July, 2018. Plaintiff agreed to help pay Defendant Duburg's gas and meal costs for
24 his time spent volunteering with Plaintiff's campaign. In September, 2018 Defendant Bartlett
25 promised Defendant DuBurg financial compensation, but that agreement was between Defendant
26 Bartlett and Defendant DuBurg as Defendant Bartlett did not have authority to make agreements on
27 behalf of Plaintiff's campaign. In order to help cover costs, Plaintiff gave Defendant DuBurg two
28 payments made in September, 2018 and October, 2018 which totaled \$300.00. Once Plaintiff

1 discovered Defendant DuBurg's recent false allegations against Plaintiff relating to unpaid funds,
2 Plaintiff reached out to Defendant DuBurg to discuss this matter but Defendant DuBurg never
3 returned contact with Plaintiff. A true and correct copy of the cancelled checks is attached as
4 "Exhibit 3" and incorporated herein by reference.

5 18. The summer of 2018, Plaintiff believed that she was to receive debt relief from two separate
6 entities to which her campaign owed substantial funds. Plaintiff expressed this to Defendant Bartlett
7 and indicated Plaintiff's campaign might be able to provide some modest additional funds if such
8 debt relief occurred. Unfortunately, Plaintiff found out towards the end of 2018 that this debt relief
9 would not occur. Plaintiff told Defendant Bartlett that she did not receive this debt relief. Defendant
10 Bartlett indicated to Plaintiff that she understood and Defendant Bartlett stated to Plaintiff that she
11 was content with the compensation she had already received from Plaintiff and her campaign.

12 19. Defendant Gartner was retained by a third party in September, 2018 to work on a fundraiser
13 for Plaintiff's County Supervisor campaign. Defendant Gartner was compensated with a \$1,000.00
14 retainer fee paid by a third party for him to work on fundraising for Plaintiff's campaign. Plaintiff
15 and Defendant Gartner had a verbal agreement that he would be compensated at a rate of fifteen
16 percent of everything that he raised for the campaign. In October, 2018 Defendant Gartner was fired
17 from the campaign due to nonperformance. Defendant Gartner has been paid in full for the work he
18 performed under the terms of the verbal agreement formed between Plaintiff and Defendant Gartner.
19 A true and correct copy of the cancelled check showing this payment is attached as "Exhibit 4" and
20 incorporated herein by reference.

21 20. Defendant Gartner subsequently has gone to the media with false allegations relating to
22 claims for payment that were never agreed to by Plaintiff, and he has thereby defamed Plaintiff.
23 Defendant Gartner stated to the San Diego Reader, "She cunningly ended the agreement days after
24 the event to avoid paying me my share." He also stated to another media source that he had been
25 fired days before the event. A true and correct copy of the San Diego Reader is attached as "Exhibit
26 5" and incorporated herein by reference. Gartner was paid in full for his work under his verbal
27 agreement with Plaintiff.
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1 21. In September, 2018 Defendant Shook Castillo was asked by Defendant Gartner to perform
2 research on Plaintiff's opponent at the time, Mr. Jim Desmond. Plaintiff and her campaign did not
3 authorize this and this was done without Plaintiff's knowledge or agreement. Once Plaintiff was
4 made aware of this, Plaintiff reached out to Defendant Shook Castillo. Defendant Shook Castillo
5 advised Plaintiff that she "needed to go through Mr. Gartner" in order to obtain his findings. Plaintiff
6 informed Defendant Shook Castillo that Defendant Gartner had been fired due to nonperformance.
7 Plaintiff found out later on that Defendant Shook Castillo expected payment when she received a bill
8 from Defendant Shook Castillo. Plaintiff never agreed to compensate Defendant Shook Castillo, who
9 was promised payment only by Defendant Gartner without authorization from Plaintiff, and Plaintiff
10 did not benefit from Defendant Shook Castillo's research.

11 22. Defendant Shook Castillo subsequently has gone to the media with false allegations relating
12 to claims for payment that were never agreed to by Plaintiff and thereby defamed Plaintiff.
13 Defendant Shook Castillo stated to the San Diego Reader that he "was stiffed by Gomez for an
14 invoice of \$350 for doing opposition research on Desmond's developer ties. I never got a dime." A
15 true and correct copy of the San Diego Reader is attached as "Exhibit 5" and incorporated herein by
16 reference.

17 23. In early October 2018, Plaintiff's husband Mr. Don Gomez contacted Robert Leahy to assist
18 with setting up campaign signs. Defendant Leahy, Plaintiff and Mr. Gomez were associates through
19 the California Democratic Party Veterans Caucus. Plaintiff and Defendant Leahy agreed to a
20 payment of \$175.00. Plaintiff paid Defendant Leahy in full on October 22, 2018. A true and correct
21 copy of the cancelled check is attached as "Exhibit 6."

22 24. On August 24, 2019, Defendant Leahy was representing Veterans Caucus and the Latino
23 Caucus as their First Vice-Chair. Defendant Leahy appeared intoxicated, exposed inappropriate body
24 parts, insulted the chair of the Latino Caucus, and Defendant Leahy threw an object at another board
25 member. Due to Defendant Leahy's egregious and inappropriate behavior at this public event, the
26 California Democratic Party decided to remove Defendant Leahy from his role in the caucus. The
27 letter that was distributed to the Veteran Caucus Chair, Secretary and Sergeant of Arms, is attached
28 as "Exhibit 6." Defendant Leahy subsequently has gone to members of the media, California

1 Democratic Party Veterans Caucus, and board members with false allegations and slander against
2 Plaintiff. See “Exhibit 2.”

3 25. Plaintiff called Defendant Bartlett in mid-June, 2019 to notify her of Plaintiff’s intent to close
4 the Michelle Gomez for Supervisor 2018 Committee. The Michelle Gomez for Supervisor 2018
5 committee was closed on or about July 19, 2019, as the campaign was over and Plaintiff believed
6 she had resolved all outstanding debts for the campaign under the relevant agreements.

7 26. Plaintiff later called Defendant Bartlett at the end of June, 2019 to notify Defendant Bartlett
8 that Plaintiff would be running for another office in 2020. Defendant Bartlett expressed enthusiasm
9 and excitement at the prospect of working with Plaintiff again. During that phone call with
10 Defendant Bartlett, Plaintiff and Defendant discussed an upcoming Independence Day parade that
11 Plaintiff’s 2020 campaign was participating in. Plaintiff and Defendant Bartlett made plans to meet
12 for lunch on Thursday, June 27, 2019. During the lunch between Plaintiff and Defendant Bartlett
13 they discussed the new campaign, that Plaintiff was not bringing on any paid staff at that time, and
14 that all work would be on a volunteer basis. During lunch Defendant Bartlett mentioned to Plaintiff
15 that she had a bill to pay and asked Plaintiff if she could pay the bill or give Defendant Bartlett
16 money for the bill. Plaintiff agreed and wrote Defendant Bartlett a check for \$300.00, from
17 Plaintiff’s personal account.

18 27. The Michelle Gomez for Supervisor 2018 Committee was closed on or about July 19, 2019
19 as the campaign was over and Plaintiff believed she had resolved all outstanding debts for the
20 campaign under the relevant agreements.

21 28. In August of 2019 Plaintiff invited Defendant Bartlett to join her in a series of events that
22 focused on advocacy work which both Plaintiff and Defendant Bartlett subsequently attended
23 together. On October 5, 2019, Defendant Bartlett volunteered again at a campaign kickoff event for
24 Plaintiff’s 2020 campaign. Shortly after the last time Defendant Bartlett volunteered in October,
25 2019 the relationship between Plaintiff and Defendant Bartlett started to encounter substantial
26 headwinds. Defendant Bartlett was disappointed Plaintiff accepted an endorsement that Defendant
27 Bartlett did not agree with. After these new issues arose, Defendant Bartlett started demanding
28 additional compensation for work performed during Plaintiff’s 2018 campaign.

1 29. Plaintiff has repeatedly requested that Defendant Bartlett substantiate her claims and provide
2 Plaintiff with documentation that would show the amount Defendant Bartlett claimed was owed to
3 her from Plaintiff. Defendant Bartlett has refused to provide such proof to Plaintiff. Due to
4 Defendant Bartlett being so upset, Plaintiff offered to take the matter to mediation but to no avail.
5 After this falling out between Plaintiff and Defendant Bartlett, Defendant Bartlett went to members
6 of the media with false allegations and defamed Plaintiff. A true and correct copy of an example of
7 this defamation in the media is attached as “Exhibit 5” and incorporated herein by reference.

8 30. Plaintiff was made aware in May of 2020 that all of the aforementioned Defendants had gone
9 to the media with false allegations and slandered Plaintiff. Defendants went to a local newspaper and
10 provided false and defamatory statements which included express and implied accusations that
11 Plaintiff was dishonest and they severely questioned her morals based on their own false statements.
12 A true and correct copy of this document is attached hereto as “Exhibit 5.” Defendant De Sanctis
13 Barton created a defamatory document and this is an act of libel in and of itself due to the false
14 statements contained therein. True and correct copy the defamatory document is attached hereto as
15 Exhibit 7”.

16 31. Defendant De Sanctis Barton proceeded to make false allegations regarding Plaintiff on his
17 Facebook page, that “tagged” Plaintiff and her campaign and stated “Michelle Gomez for Oceanside
18 City Council, District 4 is untrustworthy and puts workers last.” A true and correct copy of the of the
19 Facebook post is attached as “Exhibit 8” and incorporated herein by reference. Defendant De Sanctis
20 Barton then created the document that defamed Plaintiff. This codified his acts of defamation and
21 further represents libel and involvement in a conspiracy to defame Plaintiff.

22 32. Defendant Hogue attended a virtual meeting for the North Area Caucus on July 25, 2020
23 where Plaintiff was being considered for the Democratic party endorsement. Defendant Hogue
24 proceeded to slander Plaintiff when she claimed “Michelle Gomez didn’t pay her campaign
25 workers” and made other similar false statements throughout her appearance that was streamed live
26 for all meeting participants to watch and listen to. During her appearance at this meeting Defendant
27 Hogue made false statements tellingly similar to those made by other Defendants.
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1 33. Plaintiff and her attorney Theodore Slater reached out to Defendant Bartlett on multiple
2 occasions. Both Plaintiff and Mr. Slater contacted Defendant Bartlett to resolve the allegations made
3 by Defendant Bartlett. Defendant Bartlett stated she would only communicate via email but soon
4 after quit all communications between both Plaintiff and Mr. Slater.

5 34. Defendant Bartlett was served a Cease and Desist letter on May 15, 2020. A true and correct
6 copy of the Cease and Desist is attached as "Exhibit 9" and incorporated herein by reference.

7 35. Defendant Gartner was served a Cease and Desist letter on May 15, 2020. A true and correct
8 copy of the Cease and Desist is attached as "Exhibit 10" and incorporated herein by reference.

9 36. San Diego Reader was served a Cease and Desist letter on May 15, 2020. A true and correct
10 copy of the Cease and Desist is attached as "Exhibit 11" and incorporated herein by reference.

11 37. Defendants acts of slander, libel, defamation and other actions intended to harm Plaintiff are
12 ongoing and regarding those further acts, the resulting damages will be sought by Plaintiff at trial,
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14 **FIRST CAUSE OF ACTION**

15 Defamation: Slander
16 (Against all Defendants)

17 38. Plaintiff realleges and incorporates each of the foregoing paragraphs as though fully set forth
18 herein.

19 39. Plaintiff is informed and believes, and therefore alleges, that Defendants, negligently,
20 recklessly, and/or intentionally caused publication of defamation, of and concerning Plaintiff, to
21 third persons. These false and defamatory statements included express and implied accusations that
22 Plaintiff was dishonest with them in their professional dealings related to Plaintiff's 2018 campaign
23 for county supervisor.

24 40. These statements were defamatory *per se* insofar as they related to Plaintiff's business
25 practices, honesty, character, morals, and reputation.

26 41. Plaintiff is informed and believes that these various statements/oral publications began in or
27 about the start of May, 2020 and continue to the present, and that it was foreseeable that they would
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1 be restated/orally re-published by third parties to whom Defendants spread the defamatory
2 statements and/or made the defamatory oral publications.

3 42. Defendants negligently, recklessly and/or intentionally made defamatory statements/oral
4 publications, regarding false claims related to Plaintiff, to third persons at least some of whom were
5 and/or are supporters, or potential supporters of Plaintiff.

6 43. The statements/oral publications consisted of oral, knowingly false, and unprivileged
7 communications, tending directly to injure Plaintiff and her personal, political, business and
8 professional reputation.

9 44. Plaintiff is informed and believes that the negligent, reckless, and/or intentional
10 statements/oral publications made by Defendants were made in such a way that it was foreseeable
11 that these statements would be published and re-published by third parties.

12 45. Plaintiff is informed, believes, and fears that these unprivileged defamatory statements/oral
13 publications will continue to be made by Defendants and will be repeated/re-published by their
14 recipients, all to the ongoing harm and injury to Plaintiff's business, political, professional and
15 personal reputations.

16 46. The defamatory nature of all the above-described, false and defamatory statements/oral
17 publications and their reference to Plaintiff were known or should have been known by Defendants.
18 These above referenced statements were false and were made and understood as false assertions of
19 fact, and not as mere opinions.

20 47. Each of these false defamatory *per se* statements/oral publications (as set forth above) were
21 negligently, recklessly, and/or intentionally published in a manner equaling malice and abuse of any
22 alleged conditional privilege (if any). These publications, and each of them, were made with malice,
23 hatred, ill will, and/or an intent to vex, harass, annoy, and injure Plaintiff in order to cause damage to
24 Plaintiff's business, political, professional and personal reputations, for the purpose of causing
25 Plaintiff to lose supporters, lose money, and/or suffer damages. Defendants' false statements/oral
26 publications were made to deprive Plaintiff of supporters and cause extensive financial harm and
27 damage to Plaintiff.
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1 48. All of these statements/oral publications by Defendants were made with the knowledge that
2 they were false statements. Defendants published these statements knowing them to be false, or with
3 a reckless and/or negligent disregard for the falsity of the statements, and the statements are not able
4 to be substantiated by any reasonable investigation because they are false.

5 49. Not only did Defendants have no reasonable basis to believe these statements, they also had
6 no belief in the truth of these statements and, in fact, knew the statements to be false and/or made the
7 statements/oral publications with a reckless and/or negligent disregard for the falsity of the
8 statements.

9 50. Each of these false defamatory *per se* statements/written publications (as set forth above)
10 were negligently, recklessly, and/or intentionally published in a manner equaling malice. These
11 publications, and each of them, were made with malice, hatred, ill will, and/or an intent to vex,
12 harass, annoy, and injure Plaintiff in order to cause damage to Plaintiff's business, political,
13 professional and personal reputations, for the purpose of causing Plaintiff to lose supporters, lose
14 money, and/or suffer damages. Defendants' false statements/written publications were made to
15 deprive Plaintiff of supporters and cause extensive financial harm and damage to Plaintiff.

16 51. Defendants committed the acts as herein alleged maliciously, fraudulently, and oppressively,
17 with malice and the wrongful intent of injuring Plaintiff, and have acted with an improper and evil
18 motive, fraud, and in conscious disregard of Plaintiff's rights in order to harm Plaintiff. Because
19 the despicable acts taken toward Plaintiff were carried out in a deliberate, cold, callous and
20 intentional manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover damages
21 and punitive damages from Defendants in an amount according to proof at trial.

22 **SECOND CAUSE OF ACTION**

23 Defamation : Libel
24 (Against All Defendants)

25 52. Plaintiff realleges and incorporates each of the foregoing paragraphs as though fully set forth
26 herein.

27 53. Plaintiff alleges, upon information and belief, that Defendants willingly, without justification
28 and without privilege, published false and defamatory statements claiming Plaintiff committed wage

1 theft of five employees and breach of contract as well as other defamatory statements made in
2 writing.

3 54. Defendants' published false statements regarding Plaintiff are libelous on their face under
4 **California Civil Code §45(a)**, as they tend to injure Plaintiff's personal, political, and business
5 reputations.

6 55. The defamatory statements were published in the media and on social media sites such as
7 Facebook to a vast number of people including a large number of Plaintiff's existing and prospective
8 supporters. These statements have also harmed Plaintiff at her place of employment as it brought
9 her under review and has likely impacted her opportunities for advancement as well as causing her
10 other related damages.

11 56. At the time Defendants published such defamatory statements, Defendants knew the
12 statements were about Plaintiff, and knew the statements were false and/or failed to take reasonable
13 care to determine the truth or falsity of their statements.

14 57. As a direct and proximate result of Defendants' publications, Plaintiff has suffered actual
15 damage to her political aspirations, business, trade, profession, and/or occupation. By reason of
16 Defendants' publications, Plaintiff has suffered a decline of business, loss of potential donations to
17 her political campaigns, a loss of goodwill, and/or injury to her business, political, professional and
18 personal reputations.

19 58. Defendants committed the acts as herein alleged maliciously, fraudulently, and oppressively,
20 with malice and the wrongful intent of injuring Plaintiff, and have acted with an improper and evil
21 motive, fraud, and in conscious disregard of Plaintiff's rights in order to harm Plaintiff. Because the
22 despicable acts taken toward Plaintiff were carried out in a deliberate, cold, callous and intentional
23 manner in order to injure and damage Plaintiff, Plaintiff is entitled to recover damages and punitive
24 damages from Defendants in an amount according to proof at trial.

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THIRD CAUSE OF ACTION

Intentional Interference with Prospective Economic Relations
(Against All Defendants)

59. Plaintiff realleges and incorporates each of the foregoing paragraphs as though fully set forth herein.

60. Plaintiff has existing and prospective financial relationships with various supporters in the State of California, and elsewhere, with a probability of economic benefit from those relationships.

61. At all relevant times, Defendants were aware of Plaintiff's existing and reasonably expected relationships with third party supporters and of Plaintiff's probability of future economic benefit from those relationships.

62. Defendants knew of and intentionally interfered with Plaintiff's prospective financially beneficial relationships by making and publishing libelous and slanderous statements about Plaintiff. Defendants purposefully attempted to dissuade Plaintiff's supporters from providing financial support to Plaintiff, now and in the future, through deliberate and/or reckless misrepresentations.

63. As a direct and proximate consequence of this interference, Plaintiff's relationships with her supporters have been harmed, and Plaintiff has suffered actual damage to her political aspirations, business, and/or trade. Because of Defendants' false and defamatory statements and publications Plaintiff has lost financial support which supporters would have otherwise provided to Plaintiff and/or begun to provide to Plaintiff. Plaintiff has also been harmed at her place of employment due to the Defendants' false statements.

FOURTH CAUSE OF ACTION

Negligent Interference with Prospective Economic Relations
(Against All Defendants)

64. Plaintiff realleges and incorporates each of the foregoing paragraphs as though fully set forth herein.

65. At all relevant times, Defendants were aware or should have reasonably been aware that if they did not act with due care, their false statements would interfere with or disrupt Plaintiff's prospective economic advantage. Defendants therefore owed Plaintiff a duty to act with such care.

1 66. Defendants breached that duty by engaging in wrongful conduct of making and publishing
2 defamatory misrepresentations about Plaintiff, her business as to political campaigns, and her
3 professional conduct. Defendants knew or should have known their statements would interfere with
4 Plaintiff's prospective economic relationships.

5 67. As a direct and proximate consequence of Defendants' interference with Plaintiff's
6 relationships with her supporters, Plaintiff has suffered actual damage to her political campaigns,
7 business, trade, and political aspirations. Plaintiff has lost donors who would have otherwise
8 continued to contribute to Plaintiff's current and future campaigns or potential donors who would
9 have contributed to Plaintiff's current and future political campaigns but for the false statements and
10 publications made against Plaintiff by Defendants.

11 **FIFTH CAUSE OF ACTION**

12 Intentional Infliction of Emotional Distress

13 (Defendant Hogue, Defendant Bartlett, Defendant Gartner, Defendant Leahy,
14 Defendant De Sanctis Barton, Defendant Shook Castillo, Defendant DuBurg)

15 68. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set
16 forth herein.

17 69. The tort of intentional infliction of emotional distress has four elements: (1) the defendant
18 must act intentionally or recklessly; (2) the defendant's conduct must be extreme and outrageous;
19 and (3) the conduct must be the cause (4) of severe emotional distress.

20 70. The above listed Defendants have each engaged in conduct that includes these four elements.
21 This conduct on the part of these Defendants was unlawful, unfair, malicious and oppressive so
22 much so to justify an award for punitive damages.

23 **SIXTH CAUSE OF ACTION**

24 Violation Of Business And Professions Code §17200

(Against Defendant The Line Printing Company)

25 71. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set
26 forth herein.

27 72. California's unfair competition statute, Business and Professions Code §17200 et seq.,
28 prohibits any unfair competition, which means "any unlawful, unfair or fraudulent business act or

1 practice.” This tripartite is disjunctive and the plaintiff need only allege one of the three theories to
2 properly plead a claim under §17200. §17200 was written broadly in order to allow the courts
3 maximum discretion to prohibit new schemes to defraud.

4 73. By engaging in fraudulent business practices including breach of contract and making
5 defamatory statements against Plaintiff, Defendant Line Printing Company acted unlawfully under
6 this code and in a manner so unfair, malicious and oppressive as to justify an award for punitive
7 damages.

8 **SEVENTH CAUSE OF ACTION**

9 Civil Conspiracy
10 (Against All Defendants)

11 74. Plaintiff claims that she was harmed by the Defendants who have engaged in a conspiracy
12 against her, and the Defendants are responsible for the harm because they were part of a conspiracy
13 to commit slander and false allegations. A conspiracy is an agreement by two or more persons to
14 commit a wrongful act. Such an agreement may be made orally or in writing or may be implied by
15 the conduct of the parties. As alleged above, defendants committed numerous acts of false claims
16 and deceit pursuant to their conspiracy.

17 75. A conspiracy may be inferred from circumstances, including the nature of acts done, the
18 relationships between parties, and the interests of the alleged coconspirators. Plaintiff is not required
19 to prove that any specific Defendant personally committed a wrongful act or that any specific
20 Defendant knew all the details of the conspiracy or the identities of the other participants.

21 76. “Conspiracy ... imposes liability on persons who, although not actually committing a tort
22 themselves, share with the immediate tortfeasors a common plan or design in its perpetration. By
23 participation in a civil conspiracy, a coconspirator effectively adopts as his or her own the torts of
24 other coconspirators within the ambit of the conspiracy. In this way, a coconspirator incurs tort
25 liability co-equal with the immediate tortfeasors.” *Applied Equipment Corp v. Litton Saudi Arabia*
26 *Ltd. (1994) 7 Cal.4th 503, 510-511 (28 Cal.Rptr.2d 475, 869 P.2d 454).*

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2 **EIGHTH CAUSE OF ACTION**

3 Injunctive Relief
4 (Against All Defendants)

5 77. Plaintiff realleges and incorporates each of the foregoing paragraphs as though fully set forth
6 herein.

7 78. Plaintiff is informed, believes, and thereon alleges that Defendants have made and continue
8 to make false and/or malicious, defamatory statements and publications against Plaintiff.

9 79. Plaintiff has no other plain, speedy or adequate remedy, and the injunctive relief prayed for
10 is necessary and appropriate at this time to prevent further and/or irreparable damages to Plaintiff's
11 personal and business reputations.


12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 14 1. For general damages, presumed or according to proof at trial;
15 2. For an award of pain and suffering, according to proof at trial;
16 3. For special damages, according to proof at trial;
17 4. For punitive damages.
18 5. For an entry of preliminary and thereafter permanent injunctive relief restraining and
19 enjoining Defendants, and all of their agents, successors, and assigns, and all persons in active
20 concert or participation with Defendants, from making or publishing any further defamatory
21 statements or misrepresentations against Plaintiff;
22 6. For an entry of preliminary and thereafter permanent injunctive relief restraining and
23 enjoining Defendants, and all of their agents, successors, and assigns, and all persons in active
24 concert or participation with any of them, from negligently or intentionally interfering with any
25 prospective economic opportunities of Plaintiff;
26 7. For reasonable attorney fees in an amount according to proof;
27 8. For costs of suit;
28 9. For any other relief this Court deems just and proper.

1 Dated: August 19, 2020

SLATER LAW, APC

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4 By: _____

5 Theodore Slater, Esq.
6 Attorney for Plaintiff Michelle C. Gomez

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