

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

THE GRANGE OF THE STATE OF CALIFORNIA'S ORDER OF PATRONS OF HUSBANDRY, CHARTERED, a California corporation, ED KOMSKI, an individual, LILLIAN BOOTH, an individual, and DOES 1 through 10, inclusive, **YOU ARE BEING SUED BY PLAINTIFF:**

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CALIFORNIA STATE GRANGE, a California corporation,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Superior Court of California
County of Butte
NOV 18 2014
Kimberly Fleder, Clerk
By A. IRMER Deputy

FILED
BY
FAX

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER:
(Número del Caso):

163389

Butte County Superior Court
655 Oleander Avenue
Chico, CA 95926

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Robert D. Swanson/Daniel S. Stouder 162816/226753 (916) 321-4444 (916) 441-7597
Boutin Jones Inc.

555 Capitol Mall, Suite 1500 Sacramento, CA 95814

DATE: NOV 18 2014
(Fecha)

KIMBERLY FLENER

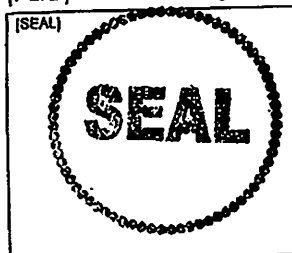
Clerk, by
(Secretario)

A. IRMER

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☒ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☒ by personal delivery on (date): 11-20-14

FILED
BY
FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Robert D. Swanson/Daniel S. Stouder 162816/226753
Boutin Jones Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814

TELEPHONE NO.: (916) 321-4444

FAX NO.: (916) 441-7597

ATTORNEY FOR (Name): Plaintiff, California State Grange

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Butte

STREET ADDRESS: 655 Oleander Avenue

MAILING ADDRESS: 655 Oleander Avenue, Chico, CA 95926

CITY AND ZIP CODE: Chico, CA 95926

BRANCH NAME:

CASE NAME: California State Grange v. The Grange of the State of California

FOR COURT USE ONLY

Superior Court of California
County of Butte

NOV 18 2014

Kimberly Fienner, Clerk
By: A. IRMEE Deputy

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

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:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)
☐ Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☒ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (26)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

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): Nine (9)

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: November 19, 2014

Robert D. Swanson

(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.

Page 1 of 2

Robert D. Swanson SBN162816
Daniel S. Stouder SBN 226753
BOUTIN JONES INC.
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Sacramento, CA 95814-4603
(916) 321-4444

Attorneys for Plaintiff,
California State Grange

Superior Court of California
County of Butte
NOV 18 2014
Kimberly Piener, Clerk
By A. IRMER Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF BUTTE

CALIFORNIA STATE GRANGE, a
California nonprofit corporation,

Plaintiff,

vs.

THE GRANGE OF THE STATE OF
CALIFORNIA'S ORDER OF PATRONS
OF HUSBANDRY, CHARTERED, a
California corporation, ED KOMSKI, an
individual, LILLIAN BOOTH, an
individual, and DOES 1 through 10,
inclusive,

Defendants.

Case No.:

163389

CALIFORNIA STATE GRANGE'S
COMPLAINT FOR

- 1) DEFAMATION
- 2) TRADE NAME INFRINGEMENT
- 3) COMMON LAW MARK INFRINGEMENT
- 4) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
- 5) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
- 6) NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
- 7) CONVERSION
- 8) UNFAIR COMPETITION
- 9) UNJUST ENRICHMENT

1. Plaintiff California State Grange ("California Grange") is a California non-profit mutual benefit corporation.

2. Defendant The Grange of the State of California's Order of Patrons of Husbandry, Chartered ("TGOTSOCOPOHC") is a California corporation with its principal place of business in San Diego County.

3. Defendant Ed Komski ("Komski") is a resident of San Diego County. Komski is an officer, director, and/or authorized agent for TGOTSOCOPOHC. In all relevant respects, Komski

1 personally participated in and directed the tortious conduct alleged herein on behalf of
2 TGOTSOCOPOHC.

3 4. Defendant Lillian Booth ("Booth") is a resident of Butte County. Booth is an officer,
4 director, and/or authorized agent for TGOTSOCOPOHC. In all relevant respects, Booth personally
5 participated in and directed the tortious conduct alleged herein on behalf of TGOTSOCOPOHC.

6 5. California Grange does not know the true names or capacities of defendants sued as
7 DOES 1-10. On information and belief, each fictitiously named-defendant is legally responsible
8 for the acts, transactions, and obligations herein alleged, or is otherwise interested in or affected by
9 the relief herein sought. California Grange will amend this complaint to allege these fictitiously
10 named defendants' true names and capacities when ascertained.

11 6. On information and belief, at all times herein mentioned, defendants, and each of
12 them, were acting on their own behalf and as the agents, employees, representatives, partners, joint
13 venturers, co-conspirators, and/or servants of each of the other defendants, and the acts hereinafter
14 described were done within the course and scope of such agency, employment, or conspiracy.

15 7. California Grange has been in existence since 1873 and is now and has been for over
16 60 years a California corporation. California Grange is comprised of subordinate/local Granges
17 ("Subordinate Granges") and Pomona/county Granges ("Pomona Granges"). The Subordinate
18 Granges and Pomona Granges rely on California Grange for their non-profit tax status.

19 8. Subordinate Granges pay dues to California Grange. The dues are paid annually, on a
20 quarterly basis according to California Grange bylaws, to which all Subordinate Granges have agreed
21 to abide. Pomona Granges are not required to pay dues. California Grange's operations are in large
22 part dependent upon the revenue it receives from the payment of dues by the Subordinate Granges.

23 9. TGOTSOCOPOHC incorporated in or around February of 2014. Since that time, it
24 and Komski and Booth have engaged in a fraudulent campaign of communicating with Subordinate
25 Granges, Pomona Granges and others under the guise of actually being California Grange.
26 TGOTSOCOPOHC operates and controls a website which purports to be that of California Grange
27 ("Counterfeit Website") by, among other things, utilizing the internet address
28 "www.castatgrange.org," featuring "California State Grange" as the main heading at the top of all

1 pages within the site, and stating "Welcome to the California State Grange" as the sub-heading on its
2 home page. TGOTSOCOPOHC and Komski and Booth have, and continue to, make numerous
3 phone calls and send continual unsolicited emails and letters to the Subordinate Granges and Pomona
4 Granges under these false and fraudulent pretenses. Komski has adopted the email address
5 ekomski@CAStateGrange.org, and Booth has adopted the email address
6 lbooth@CAStateGrange.org, both in furtherance of their scheme to defraud the public at large
7 regarding TGOTSOCOPOHC's true identity. TGOTSOCOPOHC and Komski and Booth have
8 sent these emails and letters on "California State Grange" letterhead and with a link to the Counterfeit
9 Website. TGOTSOCOPOHC and Komski and Booth have solicited the contact information of
10 Subordinate Granges and Pomona Granges and misled them by asserting that California Grange had
11 been reorganized with a new slate of officers and a new office location.

12 10. TGOTSOCOPOHC and Komski and Booth have posed as California Grange at
13 events and meetings of other organizations, including the California Division of Fairs. These
14 defendants have gone so far as to attempt to and continue to attempt to persuade various local and
15 county fair boards in the state of California to prevent California Grange from having its Grange
16 juniors and youth showcase their animals and participate in fairs under the name "California State
17 Grange." Komski personally visited various fair board meetings in Sacramento to further this scheme
18 and to falsely represent that California Grange no longer legally exists. On information and belief,
19 Komski and Booth have also sent deceptively official looking correspondence to the Subordinate
20 Granges and Pomona Granges attempting to restrict California Grange juniors and youth from
21 showing their animals at fairs unless and until their granges disaffiliate from California Grange and
22 instead join TGOTSOCOPOHC.

23 11. Most egregiously, under these pretenses, TGOTSOCOPOHC and Komski and
24 Booth fraudulently solicited the Subordinate Granges to send their quarterly dues to
25 TGOTSOCOPOHC, rather than to California Grange, and falsely stated that the real California
26 Grange no longer exists and is not a legal entity. TGOTSOCOPOHC and Komski and Booth have
27 taken these and other wrongful actions in a malicious effort to persuade the Subordinate Granges and
28 Pomona Granges to dissociate with California Grange and join TGOTSOCOPOHC's organization.

12. TGOTSOCOPOHC's and Komski's and Booth's fraudulent actions described above have caused great confusion among Subordinate Granges and Pomona Granges and have caused some of them to pay their quarterly dues to TGOTSOCOPOHC rather than to California Grange. TGOTSOCOPOHC's and Komski's and Booth's wrongful conduct has caused some members of the Subordinate Granges and Pomona Granges to leave California Grange and prevented and/or deterred future members from joining Subordinate Granges and Pomona Granges. As a direct result, California Grange has been harmed, including but not limited to, in the form of revenue from past and future dues from Subordinate Granges.

FIRST CAUSE OF ACTION

(Defamation against TGOTSOCOPOHC, Komski, Booth, and Does 1-10)

13. California Grange incorporates here by reference each of the allegations set forth in paragraphs 1 through 12.

14. TGOTSOCOPOHC and Komski and Booth have engaged in a fraudulent campaign of communicating orally and in writing with Subordinate Granges and Pomona Granges under the guise of being California Grange.

15. This campaign has included, on multiple occasions, communicating to the Subordinate Granges and Pomona Granges that the real California Grange no longer exists and is not a legal entity.

16. These statements were false because California Grange has continued to exist at all times from its founding in 1873 to the present. It has continually since 1946 been a California corporation in good standing.

17. These communications were defamatory per se because they tend to injure California Grange in its profession, business, and trade by stating that it was no longer an organized, legally operating entity. The communications were also defamatory per se because they had a natural tendency to lessen California Grange's profits and to cause other actual damage.

18. As a proximate result of the above-described communications, California Grange has suffered general damages to its reputation.

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1 services in that they are likely to believe that TGOTSOCOPOHC's business is identical to or
2 affiliated with that of California Grange.

3 26. TGOTSOCOPOHC and Komski and Booth threaten to, and unless restrained will,
4 continue to use the trade name, "California State Grange," as a result of which California Grange's
5 members, business associates, vendors, customers, and the public generally will be misled and
6 deceived into believing that TGOTSOCOPOHC's business is identical to or affiliated with that of
7 California Grange, all to the irreparable injury of California Grange's business and goodwill and to
8 the unjust enrichment of TGOTSOCOPOHC. California Grange has no adequate remedy at law.

9 27. In 1946, California State Grange filed articles of incorporation under Section 200 of
10 the Corporations Code containing its corporate and trade name, "California State Grange."

11 28. TGOTSOCOPOHC's continuing use of the identical and confusingly similar trade
12 name constitutes an infringement and violation of California Grange's rights in its trade name.

13 29. Unless restrained by the Court, TGOTSOCOPOHC and Komski and Booth threaten
14 to and will continue to use the trade name "California State Grange" in violation of California
15 Grange's rights.

16 THIRD CAUSE OF ACTION

17 (Common Law Mark Infringement against TGOTSOCOPOHC, Komski, Booth, and Does 1-10)

18 30. California Grange incorporates here by reference each of the allegations set forth in
19 paragraphs 1 through 29.

20 31. California Grange's business has been and is extensively advertised and publicized
21 throughout California under its service mark since 1873. As a result there has been great consumer
22 acceptance and recognition of the mark "California State Grange." California Grange's mark
23 identifies California Grange's business only, and distinguishes it from those of others.

24 32. TGOTSOCOPOHC's first use of the name "California State Grange" was made
25 after California Grange's first used the mark.

26 33. TGOTSOCOPOHC's use of the name "California State Grange" is likely to confuse
27 and mislead Subordinate Granges and Pomona Granges, California Grange members, prospective
28 members, local, county, and state fair boards, and the general public. California Grange is informed

1 and believes and thereon alleges that TGOTSOCOPOHC's use of the name "California State
2 Grange" has in fact caused actual public confusion between California Grange's and
3 TGOTSOCOPOHC's business. TGOTSOCOPOHC's use of the name "California State Grange"
4 caused and continues to cause the public to believe that TGOTSOCOPOHC's business is that of, or
5 affiliated with, California Grange's. Upon information and belief, TGOTSOCOPOHC has
6 financially profited from its infringement of California Grange's mark.

7 34. As a proximate result of advantage accruing to TGOTSOCOPOHC's business from
8 California Grange's advertising, sales, and consumer recognition, and as a proximate result of
9 confusion and deception caused by TGOTSOCOPOHC's use of the name "California State
10 Grange," California Grange has been damaged in an amount in excess of the jurisdictional minimum
11 of this Court and in an amount to be determined at trial.

12 35. Unless restrained by this Court, TGOTSOCOPOHC will continue to use the name
13 "California State Grange," and the public will be misled and deceived into believing that
14 TGOTSOCOPOHC's business is that of, or affiliated with, California Grange's, causing California
15 Grange irreparable injury.

16 **FOURTH CAUSE OF ACTION**

17 (Intentional Interference with Contractual Relations against TGOTSOCOPOHC, Komski, Booth,
18 and Does 1-10)

19 36. California Grange incorporates here by reference each of the allegations set forth in
20 paragraphs 1 through 35.

21 37. At all relevant times, TGOTSOCOPOHC and Komski and Booth were aware of the
22 agreements that existed between California Grange and the Subordinate Granges which included,
23 among other things, the requirement for Subordinate Granges to pay dues to California Grange.

24 38. TGOTSOCOPOHC and Komski and Booth engaged in intentional conduct designed
25 to disrupt the contractual relationships between California Grange and the Subordinate Granges, and
26 California Grange's contractual relationships with the Subordinate Granges were disrupted. Some
27 Subordinate Granges have paid dues which were owed to California Grange instead to
28 TGOTSOCOPOHC, to the detriment of California Grange. But for TGOTSOCOPOHC's and

1 Komski's and Booth's fraudulent conduct, California Grange would have use of this money and
2 property.

3 39. As a proximate result of TGOTSOCOPOHC's and Komski's and Booth's conduct,
4 California Grange was harmed and suffered losses in an amount according to proof at trial.

5 40. TGOTSOCOPOHC and Komski and Booth have acted with malice, fraud, and
6 oppression, and California Grange is entitled to recover damages for the sake of example and by way
7 of punishing TGOTSOCOPOHC and Komski and Booth.

8 41. Unless restrained by this Court, TGOTSOCOPOHC and Komski and Booth will
9 continue to engage in intentional conduct designed to disrupt California Grange's contractual
10 relationships with the Subordinate Granges and will continue to disrupt California Grange's contracts
11 with the Subordinate Granges, causing California Grange irreparable injury. California Grange has
12 no adequate remedies at law.

13 **FIFTH CAUSE OF ACTION**

14 (Intentional Interference with Prospective Economic Advantage against TGOTSOCOPOHC,
15 Komski, Booth, and Does 1-10)

16 42. California Grange incorporates here by reference each of the allegations set forth in
17 paragraphs 1 through 41.

18 43. As of 2014 when TGOTSOCOPOHC and Komski and Booth engaged in the above-
19 described conduct, California Grange and the Subordinate Granges were in an economic relationship
20 that probably would have resulted in economic benefit to California Grange, namely through the
21 payment of dues for the foreseeable future as had been the case for many years.

22 44. TGOTSOCOPOHC and Komski and Booth knew of California Grange's economic
23 relationships and intended to disrupt them.

24 45. TGOTSOCOPOHC and Komski and Booth engaged in wrongful conduct by
25 intentionally and fraudulently coercing the payment of dues from the Subordinate Granges to
26 TGOTSOCOPOHC, instead of to California Grange, or by actually converting the same, and
27 thereby disrupted California Grange's economic relationships. In addition, this wrongful conduct has
28 caused some members of the Subordinate and Pomona Granges to leave the Grange and it has

1 prevented and/or deterred future members from joining Subordinate and Pomona Granges, which
2 resulted in less dues being paid to California Grange.

3 46. As a result of TGOTSOCOPOHC's and Komski's and Booth's wrongful conduct,
4 California Grange was harmed in an amount according to proof at trial.

5 47. TGOTSOCOPOHC and Komski and Booth have acted with malice, fraud, and
6 oppression, and California Grange is entitled to damages for the sake of example and by way of
7 punishing TGOTSOCOPOHC and Komski and Booth.

8 48. Unless restrained by Court, TGOTSOCOPOHC and Komski and Booth will
9 continue to engage in wrongful conduct designed to disrupt California Grange's economic
10 relationships, causing California Grange irreparable injury. California Grange has no adequate
11 remedy at law.

12 SIXTH CAUSE OF ACTION

13 (Negligent Interference with Prospective Economic Advantage against TGOTSOCOPOHC,
14 Komski, Booth, and Does 1-10)

15 49. California Grange incorporates here by reference each of the allegations set forth in
16 paragraphs 1 through 48.

17 50. As of 2014 when TGOTSOCOPOHC and Komski and Booth engaged in the above-
18 described conduct, California Grange and the Subordinate Granges were in an economic relationship
19 that probably would have resulted in economic benefit to California Grange, namely through the
20 payment of dues for the foreseeable future as had been the case for many years.

21 51. TGOTSOCOPOHC and Komski and Booth knew of California Grange's economic
22 relationships and intended to disrupt them.

23 52. TGOTSOCOPOHC and Komski and Booth engaged in wrongful conduct by
24 negligently coercing the payment of dues from the Subordinate Granges to TGOTSOCOPOHC,
25 instead of to California Grange, or by actually converting the same, and thereby disrupted California
26 Grange's economic relationships. In addition, this wrongful conduct has caused some members of
27 the Subordinate and Pomona Granges to leave California Grange and it has prevented and/or deterred

28 ///

1 future members from joining Subordinate and Pomona Granges, which resulted in less dues being
2 paid to California Grange.

3 53. As a result of TGOTSOCOPOHC's and Komski's and Booth's wrongful conduct,
4 California Grange was harmed in an amount according to proof at trial.

5 54. Unless restrained by Court, TGOTSOCOPOHC and Komski and Booth will
6 continue to engage in wrongful conduct disruptive of California Grange's economic relationships,
7 causing California Grange irreparable injury. California Grange has no adequate remedy at law.

8 **SEVENTH CAUSE OF ACTION**

9 (Conversion against TGOTSOCOPOHC, Komski, Booth, and Does 1-10)

10 55. California Grange incorporates here by reference each of the allegations set forth in
11 paragraphs 1 through 54.

12 56. At all times herein mentioned, California Grange was, and still is, the owner and was,
13 and still is, entitled to possession of any dues which TGOTSOCOPOHC received directly from the
14 Subordinate Granges.

15 57. The dues in question which TGOTSOCOPOHC has already converted have a value
16 which is subject to proof at trial, which amount is, on information and belief, continuing to accrue so
17 long as TGOTSOCOPOHC continues its efforts to abscond with dues to which it is not entitled.

18 58. Beginning on or about August, 2014, TGOTSOCOPOHC constructively took the
19 property described above from California Grange's possession and converted the same to its own use.
20 California Grange hereby demands that TGOTSOCOPOHC return the property in question.

21 59. As a proximate result of TGOTSOCOPOHC's conversion, California Grange has
22 suffered damages in an amount to be proven, including for fair compensation for the time and money
23 properly expended in pursuit of the property.

24 60. TGOTSOCOPOHC's and Komski's and Booth's acts alleged above were willful,
25 wanton, malicious, and oppressive, were undertaken with the intent to defraud, and justify the
26 awarding of exemplary and punitive damages.

27 61. Furthermore, TGOTSOCOPOHC and Komski and Booth should be enjoined from
28 requesting, demanding, intimidating, or otherwise coercing the Subordinate Granges into paying dues

1 to TGOTSOCOPOHC instead of to California Grange and from otherwise pawning itself off as the
2 California State Grange. California Grange is the lawful owner of the dues in question. And,
3 TGOTSOCOPOHC and Komski and Booth owe California Grange a duty to avoid further harm.

4 62. Unless restrained by Court, TGOTSOCOPOHC and Komski and Booth will
5 continue to engage in wrongful conduct including the conversion of California Grange's property,
6 causing California Grange irreparable injury. California Grange has no adequate remedy at law.

7 **EIGHTH CAUSE OF ACTION**

8 (Unfair Competition, Bus. & Prof. Code § 17200 *et seq.* against TGOTSOCOPOHC, Komski,
9 Booth, and Does 1-10)

10 63. California Grange incorporates here by reference each of the allegations set forth in
11 paragraphs 1 through 62.

12 64. TGOTSOCOPOHC's and Komski's and Booth's conduct described above was
13 unfair, unlawful, and/or fraudulent and constitutes unfair competition under California Business and
14 Professions Code section 17200 *et seq.*

15 65. This unfair competition has proximately caused California Grange to suffer injury in
16 fact and lost money and property as a result.

17 66. On information and belief, TGOTSOCOPOHC has received dues from the
18 Subordinate Granges as a result of its unfair competition which should be restored to California
19 Grange.

20 67. TGOTSOCOPOHC's and Komski's and Booth's wrongful conduct is continuing
21 and will continue unless restrained by this court.

22 **NINTH CAUSE OF ACTION**

23 (Unjust Enrichment against TGOTSOCOPOHC and Does 1-10)

24 68. California Grange incorporates here by reference each of the allegations set forth in
25 paragraphs 1 through 67.

26 69. By its conduct, TGOTSOCOPOHC obtained the benefit or use of dues payments
27 from the Subordinate Granges which belonged to and should have been paid to California Grange,
28 and have been unjustly enriched at the expense of California Grange.

1 **WHEREFORE**, California Grange prays for judgment as follows:

2 1. For compensatory damages in an amount to be proven against TGOTSOCOPOHC
3 and Komski and Booth;

4 2. For punitive damages in an amount appropriate to punish TGOTSOCOPOHC and
5 Komski and Booth and to deter others from engaging in similar misconduct;

6 3. For a preliminary and permanent injunction prohibiting TGOTSOCOPOHC and
7 Komski and Booth from interfering with California Grange's contractual and economic
8 relationships with the Subordinate Granges and Pomona Granges;

9 4. For a preliminary and permanent injunction prohibiting TGOTSOCOPOHC and
10 Komski and Booth from using "California State Grange" as the trade name for
11 TGOTSOCOPOHC;

12 5. For a preliminary and permanent injunction prohibiting TGOTSOCOPOHC and
13 Komski and Booth from using California Grange's mark "California State Grange", and from
14 attempting to mislead and deceive the public into believing that TGOTSOCOPOHC's business
15 is that of, or affiliated with, California Grange's.

16 6. For a permanent injunction preventing TGOTSOCOPOHC and Komski and Booth
17 from maintaining the Counterfeit Website;

18 7. For a permanent injunction preventing TGOTSOCOPOHC and Komski and Booth
19 from engaging in unfair competition;

20 8. For disgorgement of TGOTSOCOPOHC's unjust enrichment, in an amount
21 according to proof;

22 9. For restitution of dues acquired by TGOTSOCOPOHC by means of its unfair
23 competition in an amount according to proof;

24 10. For a judicial declaration of the rights and responsibilities of the respective parties
25 as set forth above, including that California Grange, and not TGOTSOCOPOHC, is lawfully and
26 solely entitled to the payment of dues from the Subordinate Granges and that
27 TGOTSOCOPOHC, and its agents including Komski and Booth, may not hold itself out as

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1 managing and/or conducting the affairs of California State Grange and/or communicating on its
2 behalf to the Subordinate Granges and the public at large;

3 11. For costs of suit;

4 12. For prejudgment interest;

5 13. For any other relief the Court deems proper.

6 Dated: November 18, 2014

BOUTIN JONES INC.

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8
9 By: 

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Daniel S. Stouder
Attorney for Plaintiff,
California State Grange