

1 KATHLEEN M. HARTMAN, Esq. (SBN 219934)
2 **CALLAHAN, THOMPSON, SHERMAN**
3 **& CAUDILL, LLP**
4 2601 Main Street, Suite 800
5 Irvine, California 92614
6 Tel: (949) 261-2872
7 Fax: (949) 261-6060
8 Email: khartman@ctsclaw.com

9 Attorneys for Plaintiff,
10 **STEVEN EGGLESTON**

11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

13 STEVEN EGGLESTON,

14 Plaintiff,

15 vs.

16 BISNAR/CHASE LLP; JOHN BISNAR, an
17 individual; BRIAN CHASE, an individual,
18 and DOES 1-25, inclusive

19 Defendant.

) Case No.: 30-2010-00404255
) JUDGE: HON. DAVID R. CHAFFEE
) DEPARTMENT: C20
) COMPLAINT DATE: 08/31/10

20 **FIRST AMENDED COMPLAINT:**

- 21 1. Sexual Harassment
- 22 2. Retaliation
- 23 3. Failure to Pay Wages
- 24 4. Failure to Provide Itemized Statements
- 25 5. Constructive Termination
- 26 6. Intentional Interference with
Prospective Economic Advantage
- 27 7. Breach of Written Contract
- 28 8. Quantum Meruit
- 9. Intentional Infliction of Emotional
Distress
- 10. Declaratory Relief
- 11. Accounting
- 12. Fraudulent Concealment
- 13. Unfair Business Practices

14 **REQUEST FOR JURY TRIAL**

1 Plaintiff hereby alleges:

2 1. This is an action brought by Steven Eggleston (“Eggleston” or “Plaintiff”) against
3 Bisnar/Chase LLP (“Bisnar/Chase”), John Bisnar (“Bisnar”), Brian Chase (“Chase”), and Does
4 1-25 (Bisnar/Chase, Bisnar, Chase, and Does 1-25 are collectively referred to as “Defendants”).

5 2. Plaintiff brings this action to recover front pay, back pay, compensatory damages,
6 damages for pain and suffering, wages, penalties, interest, attorneys’ fees and costs, and other
7 relief due to Defendants’ sexual harassment, retaliation, interference with prospective business
8 advantage, defamation, and intentional infliction of emotional distress,

9 3. Plaintiff also brings this action to seek declaratory relief and an accounting on
10 cases in which Bisnar/Chase asserts a lien or demands costs.

11 **THE PARTIES**

12 4. Eggleston is a resident of Orange County, California. Eggleston is an attorney
13 who worked for Bisnar/Chase in its law office in Newport Beach, California. Eggleston is also a
14 licensed chiropractor.

15 5. Eggleston is informed and believes that Bisnar/Chase LLP is a limited liability
16 partnership. It is a law office with an office in Newport Beach, California.

17 6. John Bisnar is registered on the California State Bar website as an attorney.
18 Plaintiff is informed and believes that Bisnar is a partner at Bisnar/Chase. Bisnar was
19 Eggleston’s supervising attorney when he was employed at Bisnar/Chase.

20 7. Brian Chase is registered on the California State Bar website as an attorney.
21 Plaintiff is informed and believes that Chase is a partner at Bisnar/Chase.

22 8. Plaintiff does not know the true names and capacities, whether individual,
23 corporate, associate, or otherwise of defendant Does 1 through 25, inclusive. Such fictitious
24 defendants are sued pursuant to the provisions of Code of Civil Procedure section 474. Plaintiff
25 is informed and believes, and based upon such information and belief, alleges that each fictitious
26 defendant was in some way responsible for, participated in, or contributed to the matter and
27 things of which Plaintiff complains of herein, and in some form and under some theory, is
28 subject to liability therefore. When the exact nature and identity of such fictitious defendants is

1 determined, Plaintiff will seek leave to amend this Complaint to set forth the same.

2 9. At all times relevant herein, all Defendants, whether Doe defendants or otherwise,
3 were the agents, servants, employees and/or employer of each and every other defendant.

4 10. Defendants carried out a joint scheme, business plan or policy in all respects
5 pertinent hereto and all acts and omissions herein complained of were performed within the
6 course and scope of said employment, service, agency, common scheme, plan and/or policy.

7 11. Defendants, Defendants' founders, owners and executive officers, and each of
8 them, directed, authorized, were on notice of, ratified and/or participated in the conduct that
9 gives rise to the claims asserted herein and derived personal financial benefit from such conduct.

10 JURISDICTION

11 12. The Superior Court of the State of California has jurisdiction over this action
12 pursuant to California Constitution Article VI, Section 10, which grants the Superior Court
13 "original jurisdiction in all cases except those given by statute to other trial courts."

14 13. This Court has jurisdiction over this action pursuant to Code of Civil Procedure
15 section 410.10.

16 14. The Defendants are located in Orange County, California and the acts complained
17 of took place in Orange County, California

18 VENUE

19 15. Venue is proper in the Orange County Superior Court, Central Justice Center,
20 pursuant to Code of Civil Procedure section 395.5 because Plaintiff worked for Bisnar/Chase in
21 Newport Beach, California and the complained of acts took place in Orange County, California.

22 GENERAL ALLEGATIONS

23 16. On or about July 21, 2009, Eggleston became an employee at Bisnar/Chase and
24 worked as an attorney. Eggleston was to receive a draw of \$15,000.00 per month. At
25 approximately the same time, Eggleston and Bisnar also entered into a verbal agreement
26 whereby Eggleston would bring cases to Bisnar/Chase and Eggleston would receive a 1/3
27 referral fee on the cases. It was agreed that Eggleston and Bisnar/Chase would work on the cases
28 and that the referral fee arrangements were to be disclosed in the retainer agreements with

1 clients.

2 17. Approximately one to two months after Eggleston began his employment, Bisnar
3 approached him and said that "there is a seminar you need to go to. I can't tell you that you have
4 to go as a requirement of your employment but, Steve, you really need to go to this." Eggleston
5 asked what the seminar was about but Bisnar was evasive and would not provide much detail.
6 Bisnar did tell him that the seminar was called the New Warrior Training and it was offered by
7 The Mankind Project. Bisnar said that it would help Eggleston to learn to interact better with the
8 men he knows. Bisnar went on to say how men in society do not have close relationships and
9 that this seminar would help Eggleston to have closer, stronger, and better relationships with
10 men. Bisnar said that he would personally benefit if Eggleston attended the seminar because he
11 would obtain some type of supervisory capacity. Eggleston kept trying to get more information
12 about the seminar from Bisnar, but Bisnar refused to answer, explaining that the things that took
13 place at the seminar were secret and that men who attended had to take an oath not to reveal to
14 outsiders what took place.

15 18. Bisnar provided Eggleston with a telephone number to call regarding the seminar.
16 Eggleston called the number and was required to use his personal credit card to make a
17 reservation to attend. During the phone call, Eggleston was not able to receive much additional
18 information about the seminar.

19 19. Eggleston was curious about the seminar so he did a Google search to find out
20 more about it. Some of the postings he found on the Internet revealed the following:

21 a. The Mankind Project encouraged men not to drive their own car to the seminar.
22 Attendees were to carpool with other men who were attending the seminar. New attendees were
23 told that there was not enough parking at the facility for all the attendees. The Internet research
24 included comments that there was ample parking and that new attendees were made to carpool so
25 that they could not leave once they arrived. There were reports by attendees who said they
26 wanted to leave but they were intimidated into staying. Some claimed they are told that it was
27 not fair to make other men leave just to drive them home.

28 b. The seminars were held at remote locations, away from civilization.

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- 1 c. When the attendees arrived, all of their personal belongings are taken away from
- 2 them.
- 3 d. One activity at the seminar included a “trust walk” where attendees were stripped
- 4 naked, blindfolded, and then led on a walk through the woods holding the hand of one of the
- 5 supervisory men.
- 6 e. Another activity included 30 to 50 men sitting naked in a circle on the floor of a
- 7 candle lit room called the smoke hut. A large wooden dildo called “The Cock” was passed
- 8 around the room. The man holding “The Cock” was asked to describe in graphic detail a sexual
- 9 experience from his life. One Internet report stated that a supervisor told attendees that they
- 10 could place their hand on the penis of the man next to them. However, if the man did not want
- 11 his penis touched, he was free to remove the hand.
- 12 f. Attendees were yelled at, had smoke blown in their faces, and were subject to
- 13 intimidation tactics.
- 14 g. Some organizations recommended that men attend New Warrior Training in order
- 15 to cure themselves of being homosexuals.
- 16 h. Some Internet postings indicated that men attend the New Warrior Training to
- 17 learn to accept their homosexuality.
- 18 i. A wrongful death lawsuit had been filed against The Mankind Project by the
- 19 family of a Texas man who attended the Warrior Training seminar. The man allegedly
- 20 committed suicide a few weeks after attending the seminar.
- 21 20. Eggleston was understandably concerned about what he read on the Internet. He
- 22 was unsure if the postings were true, but he did not want to attend the seminar and find out. His
- 23 concern was further exacerbated by the possibility that Bisnar, his supervising attorney, would
- 24 also attend the seminar and that he might be required to sit naked in a room with Bisnar, that
- 25 Bisnar might decide to touch his penis, or that he might be required to disclose details about his
- 26 sex life to Bisnar.
- 27 21. Eggleston’s concern increased when he received a phone call from a man who
- 28 said that he was calling to make arrangements to carpool to the seminar with Eggleston. Just like

1 the stories he read on the Internet, Eggleston was told that the seminar would be held in a remote
2 location - the mountains at a campground somewhere near Santa Barbara - and that there was not
3 enough parking for attendees to drive their own cars. Eggleston decided to test the information
4 he read on the Internet so he insisted that he be able to drive his own car. The man said that he
5 could not drive his own car and insisted that they carpool. Eggleston refused to make
6 arrangements with the man to carpool to the seminar.

7 22. Eggleston received an email from The Mankind Project requesting he complete
8 some paperwork for the seminar. The paperwork requested personal information that Eggleston
9 was not comfortable sharing with total strangers. Eggleston also did not want the personal
10 information shared with Bisnar.

11 23. Feeling greatly distressed about the seminar, Eggleston spoke with a supervisor
12 from The Mankind Project named Marshall and explained to him the information he read on the
13 Internet. Marshall told him that the Internet stories were "taken out of context," although he
14 confirmed that they were essentially true. This only increased the concern and distress that
15 Eggleston felt over the seminar.

16 24. Eggleston decided he would not attend the seminar but he was very concerned
17 about telling Bisnar given that Bisnar was extremely insistent that Eggleston attend the seminar.
18 Based on his interactions with Bisnar, Eggleston believed that the only way he could get out of
19 attending the seminar without suffering retaliation or further pressure was to provide Bisnar with
20 a reason why he could not attend. The seminar started November 6, 2009, which, coincidentally,
21 was his mother's 78th birthday. Eggleston's mother was recently widowed and this would be her
22 first birthday alone since the passing of her husband of 60 years. Eggleston told Bisnar that he
23 could not attend the seminar because he felt an obligation to stay with his mother and support her
24 during what might be a difficult time.

25 25. Instead of understanding and being supportive, Bisnar stated, "Oh Steve, she'll
26 have more birthdays. This seminar is really important and you need to go." Bisnar repeatedly
27 insisted that Eggleston attend the seminar but Eggleston continued to insist that he should spend
28 the weekend with his mother. Finally, in order to stop the repeated pressure from Bisnar,

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1 Eggleston had to say that he would attend the seminar in February.

2 26. After refusing to attend the November seminar, Bisnar's attitude toward
3 Eggleston became extremely hostile. He yelled and Eggleston at work and tried to bully him
4 into signing up for the February seminar. Bisnar even reduced Eggleston's pay from a draw of
5 \$15,000 per month to \$10,000 per month.

6 27. Eggleston also began receiving numerous calls from a man trying to get him to
7 sign up for the February seminar. After receiving several of these calls, Eggleston stated that he
8 did not want to attend the seminar based on the information he read on the Internet. The man
9 told Eggleston that he would answer any questions about the seminar that he might have.
10 Eggleston asked the man about the activities he read on the Internet. The man confirmed that
11 these were activities that took place at the seminar but said that there would be no nudity at the
12 upcoming seminar. Eggleston asked the purpose of the seminar and was told that was to teach
13 men to be more honest with each other, more honorable in their dealings with other men, and to
14 have better professional and personal relationships with men.

15 28. Even assuming there was no nudity at the February seminar, Eggleston still did
16 not want to attend a seminar where he might be required to talk about his sex life, hear others
17 talk about their sex lives, or handle "The Cock." Eggleston refused to go to the February
18 seminar.

19 29. After learning that Eggleston would not attend the February seminar, on January
20 15, 2010, Bisnar stopped paying him a draw and said that he would only receive money from
21 cases that settled.

22 30. In or about February 2010, Bisnar walked into Eggleston's office and asked,
23 "How are you doing personally?" Eggleston replied that he could not pay his mortgage since
24 Bisnar had stopped paying him. Bisnar replied, "You should be stressed. If you weren't stressed
25 out I would think you were selling drugs."

26 31. In March 2010, Eggleston left his employment. He continues to suffer retaliation
27 and harassment for his refusal to attend a seminar where he would be stripped naked, not allowed
28 to leave, be required to discuss details of his sex life, handle a wooden dildo, and potentially

1 allow other men to touch his genitals.

2 32. Before leaving his employment, Eggleston attempted to speak with Bisnar about
3 the clients he brought into Bisnar/Chase. Other than yelling at Eggleston and making demeaning
4 statements to him, Bisnar refused to discuss the matter. Eggleston hired counsel to negotiate a
5 joint letter to be sent to the clients he referred to Bisnar/Chase. A letter was mailed and many
6 clients chose to retain Eggleston as their counsel.

7 33. Although asked to do so, Bisnar/Chase refused to provide a list of all cases
8 Eggleston brought to Bisnar/Chase.

9 34. Bisnar/Chase asserted a lien on the cases that went with Eggleston.

10 35. Bisnar/Chase was asked to provide an accounting of a particular settlement in
11 which Eggleston was to receive a referral fee. It refused to provide the accounting.

12 36. Bisnar/Chase was asked to provide support for its lien on the attorneys' fees for
13 cases that chose Eggleston as counsel. It refused to provide the requested information.

14 37. On August 10, 2010, a former client who Eggleston had not been notified as
15 choosing him as counsel, contacted Eggleston. She stated that she had just learned that day that
16 Eggleston had left Bisnar/Chase. She did not receive a letter notifying her that Eggleston was no
17 longer with Bisnar/Chase or that she had an option to choose him as her counsel. She stated, "I
18 wish I had known that you had left their firm because I always wanted you to be my attorney. It
19 was you that I trusted."

20 38. The former client stated that her son had gotten into an accident in September
21 2009 and that she referred him to Eggleston when he was at Bisnar/Chase. Eggleston was not
22 made aware of this referral by Bisnar/Chase even though he was working for Bisnar/Chase at the
23 time. When making the appointment, the former client and her son insisted both on the
24 telephone and several times in person that they wanted Eggleston to represent the son.
25 Defendants to the case, never told Eggleston of its existence, and did not Eggleston's name on
26 the retainer agreement with the son.

27 39. Bisnar/Chase has claimed a lien on attorney's fees and costs for the clients who
28 followed Eggleston. Bisnar/Chase provided statements outlining the costs for each case.

1 Bisnar/Chase was sent multiple letters requesting an explanation of certain costs on the
2 statements but it has not provided an explanation. For example, Bisnar/Chase charges clients a
3 file maintenance fee of \$40 per month. In its retainer agreement it states this fee is “[i]n lieu of
4 CLIENT being charged for in-office photocopying, long distance telephone charges, facsimile
5 charges, in house audio/video charges, in house asset searches, auto mileage, parking costs, and
6 postage.” However, many of the cost statements include the monthly maintenance fee *and*
7 postage expenses. Bisnar/Chase has refused to explain the reason for this apparent overcharge.
8 Another example of unexplained costs include filing fee charges that are greater than those
9 charged by the court. Again, Bisnar/Chase has refused to explain the charges.

10 40. Bisnar/Chase was asked to provide information to support its lien on the
11 attorney’s fees received in cases handled by Eggleston but has ignored this request. In some
12 cases, the client files provided by Bisnar/Chase show little to no activity.

13 41. Bisnar/Chase never paid Eggleston wages for the time he worked at Bisnar/Chase.

14 **FIRST CAUSE OF ACTION**

15 **Sexual Harassment in Violation of Gov’t Code § 12940(j)(1)**

16 **(By Plaintiff against Bisnar/Chase, Bisnar, and Does 1-25)**

17 42. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
18 stated above in this Complaint as though fully set forth herein.

19 43. Eggleston performed work for Bisnar/Chase. He received paychecks with
20 deductions for employment related taxes and performed services on behalf of Bisnar/Chase.

21 44. Bisnar supervised Eggleston and he is a named partner at Bisnar/Chase.

22 45. While working at Bisnar/Chase, Eggleston was subjected to a sexually hostile
23 work environment in which he was pressured to attend a seminar that pried into his personal sex
24 life, included touching a wooden dildo, attending meetings with naked men, and stripping naked
25 in front of other men. Bisnar admitted that he would personally obtain a benefit if Eggleston
26 participated in these sexually related activities.

27 46. Eggleston also suffered quid pro quo sexual harassment in that his subjection to
28 sexual conduct in the form of attending the seminar was linked to his pay and continued

1 employment. Eggleston's refusal to participate in the sexually charged seminar caused him to
2 lose money and ultimately, his job.

3 47. Bisnar's conduct was unwelcome.

4 48. The conduct of Bisnar/Chase and Bisnar was severe and pervasive and altered the
5 conditions of the work environment. Eggleston suffered actual job detriments because of the
6 unwelcomed conduct and continues to suffer retaliation.

7 49. Eggleston exhausted his administrative remedies with the DFEH and received a
8 right to sue letter before filing this Complaint.

9 50. Bisnar/Chase's and Bisnar's actions as described herein were willful and
10 performed in reckless disregard of Eggleston's rights.

11 51. Bisnar/Chase's and Bisnar's conduct as described herein was malicious,
12 fraudulent and oppressive and done with a conscious disregard for Eggleston's rights.
13 Consequently, Eggleston is entitled to punitive damages.

14 52. Plaintiff was damaged by Bisnar/Chase's and Bisnar's actions and, as such, seeks
15 back pay, front pay, compensatory damages, damages for pain and suffering, punitive damages,
16 interest, and attorneys' fees and costs.

17 SECOND CAUSE OF ACTION

18 Retaliation in Violation of Gov't Code 12940

19 (By Plaintiff against Bisnar/Chase and Does 1-25)

20 53. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
21 stated above in this Complaint as though fully set forth herein.

22 54. Eggleston was subjected to materially adverse actions because he would not
23 attend the Mankind Project's New Warrior Seminar. Bisnar would yell at him, he reduced his
24 wages, and ultimately he stopped paying him. Eggleston continues to suffer retaliation as of the
25 filing of this Complaint in connection with his attempts to represent clients who left
26 Bisnar/Chase and statements made by employees and partners at Bisnar/Chase about Eggleston.

27 55. Bisnar/Chase's actions as described herein were willful and performed in reckless
28 disregard of Eggleston's rights.

1 56. Bisnar/Chase's conduct as described herein was malicious, fraudulent and
2 oppressive and done with a conscious disregard for Eggleston's rights. Consequently, Eggleston
3 is entitled to punitive damages.

4 57. Eggleston was damaged by Bisnar/Chase's actions and, as such, seeks back pay,
5 front pay, compensatory damages, damages for pain and suffering, punitive damages, interest,
6 and attorneys' fees and costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure to Pay Wages**

9 **(By Plaintiff against Bisnar/Chase and Does 1-25)**

10 58. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
11 stated above in this Complaint as though fully set forth herein.

12 59. Eggleston was an employee of Bisnar/Chase. His job duties included providing
13 legal services to clients.

14 60. Bisnar/Chase provided Eggleston with a draw but required him to pay all of the
15 draw back. Therefore, in violation of the Labor Code, Eggleston was not paid any wages for his
16 work at Bisnar/Chase. (Lab. Code §§ 204, 204c, 221, 510, 1194, and 1197.)

17 61. Bisnar/Chase made tax deductions for wages from the draw payments.

18 62. Eggleston did not receive a guaranteed payment of at least two times minimum
19 wage each month for the work he performed.

20 63. Eggleston did not receive overtime pay for work over eight hours in a day or for
21 more than 40 hours in a week.

22 64. Eggleston is entitled to bring an action to recover unpaid wages, interest,
23 liquidated damages, penalties, injunctive relief, and attorneys' fees and costs. (Lab. Code §§
24 218.5, 218.6, 558, 1194, 1194.2, 1197 and 2699 et seq.)

25 65. The Labor and Workforce Development Agency ("LWDA") and Bisnar/Chase
26 were provided a copy of this complaint pursuant to Labor Code section 2699 et seq. Plaintiff has
27 waited the required time period provided by statute to perfect his right to seek penalties available
28 under Labor Code section 2699 et seq.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Itemized Wage Statement**

3 **(By Plaintiff against Bisnar/Chase and Does 1-25)**

4 66. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
5 stated above in this Complaint as though fully set forth herein.

6 67. When paying wages, every employer must furnish its employees with accurate
7 itemized statements showing, among other things, wages earned, total hours worked, and net
8 wages earned. (Lab. Code § 226.)

9 68. Eggleston did not receive accurate itemized statements with his paychecks
10 because his paychecks did not reflect all hours worked or the pay for all hours worked.

11 69. Based on Bisnar/Chase's violation, Eggleston is entitled to recover actual
12 damages or penalties for each pay period in which a violation occurs not exceeding \$4,000.00,
13 plus her attorneys' fees and costs. (Lab. Code § 226.) Plaintiff is also entitled to recover civil
14 penalties and seeks injunctive relief. (Lab. Code §§ 226.3 and 2699 et seq.)

15 **FIFTH CAUSE OF ACTION**

16 **Constructive Termination**

17 **(By Plaintiff against Bisnar/Chase and Does 1-25)**

18 70. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
19 stated above in this Complaint as though fully set forth herein.

20 71. After Eggleston refused to participate in Mankind Project's New Warrior
21 Seminar, Bisnar/Chase engaged in conduct that forced Plaintiff to terminate his employment.
22 This conduct included, but is not limited to, not paying him wages, continual badgering to attend
23 the seminar, and yelling at him. The conditions became intolerable and Eggleston was forced to
24 leave.

25 72. It is against public policy to force an employee out or otherwise terminate him for
26 refusing to participate in or for opposing sexually harassing behavior.

27 73. It is against public policy to not pay an employee at least minimum wage.

28



1 74. Eggleston was damaged by Bisnar/Chase's actions and, as such, seeks back pay,
2 front pay, compensatory damages, damages for pain and suffering, punitive damages, interest,
3 and attorneys' fees and costs.

4 **SIXTH CAUSE OF ACTION**

5 **Intentional Interference with Prospective Economic Advantage**

6 **(By Plaintiff against Bisnar/Chase, Bisnar, Chase, and Does 1-25)**

7 75. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
8 stated above in this Complaint as though fully set forth herein.

9 76. Eggleston had an economic relationship between himself and the clients he
10 brought with him when he began working at Bisnar/Chase. Eggleston performed legal services
11 for the clients prior to his coming to work at Bisnar/Chase and was entitled to compensation
12 based on a contingency fee arrangement for his services in cases where there was a favorable
13 result for the client.

14 77. Bisnar/Chase, Bisnar and Chase were aware of the existence of the economic
15 relationship between Eggleston and his clients. Bisnar/Chase, Bisnar and Chase intentionally
16 acted to disrupt the relationship between Eggleston and his clients. Bisnar/Chase, Bisnar and
17 Chase took the clients away from Eggleston, did not pay Eggleston for his work, and without
18 Eggleston's knowledge, withdrew from representing approximately 40 to 50 clients such that
19 Eggleston could not collect for past fees and costs he incurred prior to his employment with
20 Bisnar/Chase. Also, Bisnar/Chase, Bisnar and Chase caused clients that Eggleston brought with
21 him to the Bisnar/Chase law firm to sign legal services agreements naming Bisnar/Chase as their
22 attorneys. When Eggleston refused to attend The Mankind Project's New Warrior Seminar, they
23 retaliated against him and began a campaign to force him out of Bisnar/Chase and take the cases
24 he brought to the firm without paying him for his work performed while at Bisnar/Chase or prior
25 to coming to Bisnar/Chase.

26 78. After Eggleston left his employment, the parties negotiated a mutually agreeable
27 letter to send to clients Eggleston brought to the law firm advising them that Eggleston was no
28 longer employed by Bisnar/Chase and providing the clients with a choice of counsel.

1 Bisnar/Chase, Bisnar and Chase allegedly mailed the letter to all clients brought to Bisnar/Chase
2 by Eggleston. Since leaving his employment, Eggleston has received information from persons
3 whose files remained at Bisnar/Chase who said they did not know that he was no longer working
4 there. In one case, the client, believing that Eggleston still worked at Bisnar/Chase, emailed him
5 and another Bisnar/Chase employee to ask a question about her case. The Bisnar/Chase
6 employee did not advise the client that Eggleston no longer worked at the firm. The client was
7 concerned as to why Eggleston did not respond to her email. The client found out later that
8 Eggleston was no longer with Bisnar/Chase.

9 79. Bisnar/Chase's, Bisnar's and Chase's intentional act of forcing Eggleston out of
10 his employment at the law firm in retaliation for his refusal to attend the seminar, disrupted
11 Eggleston's relationship with his clients. Bisnar/Chase's, Bisnar's and Chase's intentional act
12 withdrawing from the representation of clients brought by Eggleston to Bisnar/Chase without
13 advising Eggleston disrupted Eggleston's relationship with his clients.

14 80. Bisnar/Chase, Bisnar and Chase also provided incomplete client files to Eggleston
15 for clients who chose to continue with Eggleston. They also delayed and/or improperly filed
16 Substitution of Attorney forms. Bisnar/Chase is required to sign certain settlement checks
17 because they contain multiple payors. Obtaining signatures from Bisnar/Chase on some of these
18 checks has been very difficult. In one instance, Bisnar/Chase claimed to have signed the check
19 and mailed it to Eggleston. It was later learned that Bisnar/Chase mailed it to the office address
20 of Eggleston prior to his employment with Bisnar/Chase and not to the address of his office
21 subsequent to his employment. Bisnar/Chase was aware of Eggleston's new office address
22 because there had been numerous correspondences between the Parties and someone from
23 Bisnar/Chase had even been to Eggleston's new office.

24 81. Eggleston has suffered actual damages due to Bisnar/Chase, Bisnar and Chase
25 actions in the form of lost attorney's fees.

26 82. Bisnar/Chase, Bisnar and Chase actions as described herein were willful and
27 performed in reckless disregard of Plaintiff's rights.

28 83. Bisnar/Chase, Bisnar and Chase conduct as described herein was malicious,

1 fraudulent and oppressive and done with a conscious disregard for Plaintiff's rights.
2 Consequently, Plaintiff is entitled to punitive damages.

3 **SEVENTH CAUSE OF ACTION**

4 **Breach of Written Contract**

5 **(By Plaintiff against Bisnar/Chase and Does 1-25)**

6 84. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
7 stated above in this Complaint as though fully set forth herein.

8 85. Eggleston had an agreement whereby he would receive a 1/3 referral fee on fees
9 collected on all cases he brought to Bisnar/Chase.

10 86. Eggleston did not receive his referral fee because he was required to pay the fees
11 to Bisnar/Chase in order to pay back the draw.

12 87. Bisnar/Chase's failure to pay the referral fee constitutes a breach of contract for
13 which he is entitled to recovery of damages.

14 **EIGHTH CAUSE OF ACTION**

15 **Quantum Meruit**

16 **(By Plaintiff against Bisnar/Chase and Does 1-25)**

17 88. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
18 stated above in this Complaint as though fully set forth herein.

19 89. Eggleston brought approximately 140 cases to Bisnar/Chase when he started his
20 employment and approximately 30 or more cases during his employment. At the outset of
21 Eggleston's employment, Eggleston and Bisnar/Chase had an oral agreement that Eggleston
22 would receive a 1/3 referral fee for all cases Eggleston brought to Bisnar/Chase. The referral fee
23 contemplated by the parties would be disclosed to clients in the legal services agreement that
24 they signed with Bisnar/Chase. Therefore, there was an expectation by both parties that
25 Eggleston would receive compensation for his efforts in bringing cases to Bisnar/Chase and his
26 work on the cases prior to coming to Bisnar/Chase.

27 90. Sometime after September 24 2009, a client of Eggleston's referred her son to the
28 Bisnar/Chase law firm believing that Eggleston would handle a legal matter for her son. The

1 mother and the son took their case to Bisnar/Chase specifically because of Eggleston's
2 employment at the law firm and their desire that he would work on their case. The client told
3 Bisnar/Chase that they were coming to the firm for legal assistance because of Eggleston.
4 Bisnar/Chase was aware that Eggleston had an expectation of receiving compensation for cases
5 that came to Bisnar/Chase as a result of Eggleston's efforts. Despite this, Bisnar/Chase had the
6 client sign a retainer agreement that did not include a disclosure that Eggleston would receive a
7 referral fee. After Eggleston left Bisnar/Chase, Bisnar/Chase agreed that they would mail a
8 letter notifying clients that Eggleston brought to the firm that he was no longer working at the
9 firm. Bisnar/Chase did not send this client a letter notifying him that Eggleston was no longer
10 working with Bisnar/Chase or that the client had an option to follow Eggleston or remain with
11 Bisnar/Chase.

12 91. After Eggleston was forced out of Bisnar/Chase, Bisnar/Chase refused to pay him
13 for his efforts in bringing in cases to the firm or for the work he performed prior to bringing the
14 case to Bisnar/Chase.

15 92. Eggleston seeks quantum meruit recovery and any other relief the Court deems
16 reasonable and proper.

17 **NINTH CAUSE OF ACTION**

18 **Intentional Infliction of Emotional Distress**

19 **(By Plaintiff against all Defendants)**

20 93. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
21 stated above in this Complaint as though fully set forth herein.

22 94. Defendants engaged in extreme and outrageous behavior that exceeded the normal
23 risk of the employment relationship. Defendants also engaged in extreme and outrageous
24 behavior intended to damage Eggleston professionally.

25 95. Defendants' conduct was intended to cause or was in reckless disregard of the
26 probability of causing emotional distress.

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1 96. As a direct, foreseeable, and proximate result of Defendants' actions, Eggleston
2 has suffered and continues to suffer severe emotional distress including such things as anxiety,
3 humiliation, embarrassment, and physical ailments.

4 97. Defendants' actions as described herein were willful and performed in reckless
5 disregard of Eggleston's rights.

6 98. Defendants' conduct as described herein was malicious, fraudulent and oppressive
7 and done with a conscious disregard for Eggleston's rights. Consequently, Eggleston is entitled
8 to punitive damages.

9 99. Eggleston seeks damages for pain and suffering and punitive damages according
10 to proof.

11 TENTH CAUSE OF ACTION

12 Declaratory Relief

13 (By Plaintiff against Bisnar/Chase and Does 1-25)

14 100. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
15 stated above in this Complaint as though fully set forth herein.

16 101. An actual controversy has arisen and now exists between Eggleston and
17 Bisnar/Chase over division of legal fees for clients who chose Eggleston as their counsel.
18 Bisnar/Chase asserts a lien on cases.

19 102. Eggleston seeks a judicial determination of the respective amounts to Eggleston
20 and Bisnar/Chase to all legal fees obtained in cases involving the two parties.

21 ELEVENTH CAUSE OF ACTION

22 Accounting

23 (By Plaintiff against Bisnar/Chase and Does 1-25)

24 103. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
25 stated above in this Complaint as though fully set forth herein.

26 104. Eggleston seeks an accounting of the fees and costs associated with cases retained
27 by Bisnar/Chase in which he is entitled to a portion of the attorneys' fees.

28 105. Eggleston seeks an accounting of the costs incurred and efforts made by



1 Bisnar/Chase on the cases litigated by Eggleston in which Bisnar/Chase is asserting a lien or
2 making any claim as to costs.

3 **TWELFTH CAUSE OF ACTION**

4 **Fraudulent Concealment**

5 **(By Plaintiff against Bisnar/Chase and Does 1-25)**

6 106. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
7 stated above in this Complaint as though fully set forth herein.

8 107. Bisnar/Chase had an oral agreement with Eggleston that he would receive a 1/3
9 referral fee for all cases he brought to Bisnar/Chase. This referral fee would be disclosed to
10 clients in the legal services agreement that they signed with Bisnar/Chase. Bisnar/Chase also
11 agreed that they would mail a letter notifying clients that Eggleston brought to the firm that he
12 was no longer working at the firm.

13 108. Bisnar/Chase concealed and suppressed material facts from Eggleston in that
14 Bisnar/Chase did not tell him that a client had referred her son (last name is Johnson) to
15 Eggleston after his accident in September 2009. On January 7, 2010, Bisnar/Chase had the client
16 sign a retainer agreement but did not include Eggleston's name on the agreement or advise
17 Eggleston that the client requested that he represent him.

18 109. Had Eggleston known that client Johnson was referred to him, he would have
19 included his name on the retainer agreement and asked that Johnson be provided a choice of
20 counsel when Eggleston left his employment at Bisnar/Chase.

21 110. Eggleston suffered damage from Bisnar/Chase's concealment of material facts in
22 the form of monetary lose of his referral fee and attorneys' fees from any recovery in the case.

23 111. Bisnar/Chase's actions were oppressive, fraudulent or malicious and intended to
24 cause harm. As such, punitive damages are warranted.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Unfair Business Practices**

3 **(By Plaintiff against Bisnar/Chase and Does 1-25)**

4 112. Plaintiff hereby restates, re-alleges, and incorporates by reference the paragraphs
5 stated above in this Complaint as though fully set forth herein.

6 113. It is an unlawful, unfair, and deceptive business practice to not pay an employee
7 wages, to engage in harassing behavior, and to interfere with the business relationships of others.
8 Such acts violate Business and Professions Code sections 17200 et seq.

9 114. As the result of such unlawful, unfair, deceptive and/or anti-competitive business
10 practices, Bisnar/Chase retained benefits from Plaintiff in the form of wages, business, and work
11 time. Eggleston suffered actual damages from Bisnar/Chase's actions.

12 115. Bisnar/Chase's continual refusal to conform to the law is a violation of Business
13 and Professions Code sections 17200 et seq. As such, the Court is justified to issue an injunction
14 pursuant to Business and Professions Code section 17203 and order restitution to Eggleston in
15 order to prevent Bisnar/Chase from continuing to accumulate unjust profits at the expense of
16 Eggleston, prevent violation of the public policies of the State of California enacted for the
17 welfare of all citizens, and to prevent Bisnar/Chase from competing unfairly with other law-
18 abiding California businesses.

19 116. Plaintiff also seeks recovery of attorneys' fees and costs pursuant to Code of Civil
20 Procedure section 1021.2

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Eggleston prays for judgment against Defendants, and each of them, as
23 follows:

- 24 1. General and compensatory damages;
25 2. Recovery of wages;
26 3. Penalties;
27 4. Punitive damages;
28 5. Restitution;

CAUTION: THIS DOCUMENT IS UNRECORDED AND UNFILED

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- 6. Injunctive relief;
- 7. Interest;
- 8. Attorneys' fees and costs; and
- 9. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMAND

PLAINTIFF hereby demands a jury trial on all issues so triable.

DATED: October 12, 2010

**CALLAHAN, THOMPSON, SHERMAN
& CAUDILL, LLP**

By 
KATHLEEN M. HARTMAN
Attorneys for Plaintiff
STEVEN EGGLESTON

CALLAHAN THOMPSON SHERMAN & CAUDILL LLP

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF ORANGE)

4 I am employed in the County of Orange, State of California, I am over the age of 18 years and
5 not a party to the within action; my business address is 2601 Main Street, Suite 800, Irvine,
6 California.

6 On this date, I served the foregoing document described as:

7 **FIRST AMENDED COMPLAINT**

8 Said document was served on the interested party or parties in this action by placing a true copy
9 thereof, enclosed in a sealed envelope, and addressed as noted below.

9 I am familiar with our firm's practice of collection and processing correspondence for mailing.
10 Under that practice it would be deposited with the U.S. Postal Service on that same day with
11 postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware
12 that on motion of the party served, service is presumed invalid if the postal cancellation date or
13 postage meter date is more than one working day after the date of deposit for mailing in this
14 declaration.

13 X (By Mail) I deposited such envelope in the mail at Irvine, California. The envelope was
14 mailed with postage thereon fully prepaid.

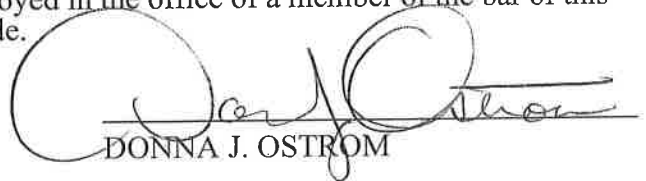
14 _____ (By Facsimile) In addition to regular mail, I sent this document via facsimile, number(s)
15 as listed on the attached mailing list.

16 _____ (By Personal Service) Such envelope was delivered by hand to the below addressee.

17 _____ (By Overnight Mail) I arranged for such envelope was delivered to the following
18 addresses by overnight mail.

18 Executed on October 12, 2010, at Irvine, California.

19 I declare under penalty of perjury under the laws of the State of California that the above is true
20 and correct. I further declare that I am employed in the office of a member of the bar of this
21 court at whose direction the service was made.

22 
23 DONNA J. OSTROM

24
25 **SEE ATTACHED SERVICE LIST**
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SERVICE LIST

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Case Name : STEVE EGGLESTON V. BISNAR/CHASE, LLP, ET AL.
Court : ORANGE COUNTY SUPERIOR COURT, STATE OF CALIFORNIA
Case Number : CASE NO. 30-2010-00404255

Scott Ritsema, Esq.
BISNAR/CHASE, LLP
1301 Dove Street, Suite 120
Newport Beach, CA 92660
Tel: (949) 752-2999
Fax: (949) 752-2777
sritsema@bisnarchase.com

Attorney for Defendant
BISNAR/CHASE, LLP

Maurice J. Fitzgerald, Esq.
Lisa Gorman, Esq.
STRAZULO FITZGERALD LLP
3993 MacArthur Blvd.
Suite 400
Newport Beach, CA 92660
Tel: (949) 225-4473
Fax: (949) 225-4456
mfitzgerald@strazlaw.com

Attorney for Defendant
BISNAR/CHASE, LLP