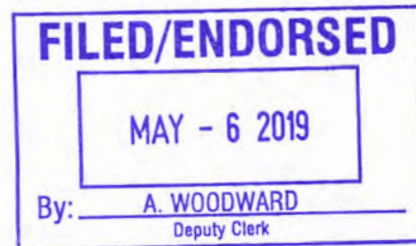


David Graulich, Esq. (SBN 260515)  
**LAW PRACTICE OF DAVID GRAULICH**  
PO Box 2041  
Fair Oaks, CA 95628  
Telephone (916) 966-9600  
Email: david@wrongedatwork.com

Attorney for Plaintiff  
**KRISTIN BERKERY**



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

Case No.: **34-2019-00255764**

**KRISTIN BERKERY,**

**Plaintiff,**

**vs.**

**VISIT ELK GROVE, a nonprofit Mutual  
Benefit Corporation;  
JOHN JOSEPH THOMPSON, an  
individual;  
RACHAEL BROWN, an individual;  
and DOES 1 to 20, Inclusive,**

**Defendants.**

**COMPLAINT FOR DAMAGES**

- 1. Sexual Harassment in a Defined Relationship (Civil Code § 51.9)**
- 2. False Promise**
- 3. Breach of Implied Covenant of Good Faith and Fair Dealing**
- 4. Intentional Infliction of Emotional Distress**

Civil Unlimited  
Request for Jury Trial

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**I. INTRODUCTION**

*“It was great being there with the hottest girl in the room... I’m hurting because you are, because you’re in my heart, and that will never go away!!!!...My love for you only grows stronger everytime we’re together. I’m only 10 minutes away and would love nothing more than to be there for you. Even just to hold you! XO”*

A marketing consultant was retained to work on a business development project for a city in Sacramento County. She threw herself into the project and made excellent progress. Then she encountered sexual harassment. The male client wanted sexual favors and a trophy girlfriend. He texted her with romantic overtures, one of which appears above. She refused. He dangled the promise of more business. She still refused. Then she was fired ... one day after she reported the sexual harasser to a city official.

**II. PARTIES**

1. Kristin Berkery (“Plaintiff”) is a marketing consultant in Sacramento County. She is a resident of Sacramento and does business in Elk Grove.
2. Visit Elk Grove is registered with the California Secretary of State as a nonprofit Mutual Benefit Corporation. John Joseph Thompson is Executive Director of Visit Elk Grove. The place of business registered with the Secretary of State for Visit Elk Grove is Thompson’s home address in Elk Grove. Rachael Brown is chair of the Visit Elk Grove board of directors and is also an employee of the City of Elk Grove.
3. The true names or capacities, whether individual, associate or otherwise, of Doe Defendants 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these Doe Defendants by such fictitious names. Plaintiff is informed and alleges that each of these fictitiously named Defendants is responsible in some manner for the occurrences

1 alleged herein, and that Plaintiff's injuries and damages as alleged were proximately caused  
2 by such fictitiously named Defendants.

3 4. Each individual Defendant is sued individually and in his/her capacity as an agent,  
4 representative, manager, supervisor, board member and/or employee of Visit Elk Grove.

5 5. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,  
6 each and every Defendant, including the Doe Defendants, acted in concert and in  
7 furtherance of each other's interest. The acts and conduct of each and every Defendant,  
8 which were intentional, discriminatory, harassing and/or retaliatory, were not a normal part  
9 of Plaintiff's business relationship and were not the result of a legitimate business necessity.  
10

11 6. With an abundance of caution, Plaintiff provided notice to the City of Elk Grove, a  
12 government entity, of impending litigation, in the event that compliance with the  
13 Government Torts Act became material to this litigation. Plaintiff's counsel sent a letter via  
14 certified mail on March 18, 2019, to Elk Grove City Counsel Jon Hobbs, informing him of  
15 the facts of Plaintiff's case. Mr. Hobbs and Plaintiff's counsel conferred by telephone on  
16 March 28, 2019, concerning Plaintiff's causes of action and impending litigation.  
17

18 **III. FACTUAL BACKGROUND**

19 7. Plaintiff owns and operates a marketing consulting firm based in Sacramento and has  
20 done business in Elk Grove since 2013. Her firm provides clients with services such as  
21 strategic planning, Web design, media buying, media relations, voiceover and event  
22 planning. Plaintiff has been a marketing and technology professional for 25 years. Past  
23 clients include Raley's, SMUD and Intel.  
24

25 8. Co-defendant Visit Elk Grove is a non-profit formed by the City of Elk Grove ("the  
26 City") to promote tourist destinations, hotel visits and recreation in Elk Grove. Visit Elk  
27 Grove is funded through a tax levied on hotels in Elk Grove, collected by the City and then  
28 allocated to Visit Elk Grove.

1 9. Visit Elk Grove has a seven-member board of directors. A full-time executive  
2 director reports to the board. In 2018, the board's chair was Rachael Brown, who works for  
3 City of Elk Grove as Economic Development Manager.

4 10. In 2017, the position of Executive Director was vacant when the board did not renew  
5 the contract of the incumbent. John Joseph Thompson, known as "JT," was hired as  
6 Executive Director in February 2018. On May 9, 2018, Thompson introduced himself  
7 publicly at a meeting of the Elk Grove City Council.

8 11. In July 2018, Plaintiff became aware that Visit Elk Grove sought marketing help. She  
9 contacted Thompson and requested an interview. Plaintiff had met with Elk Grove city  
10 leaders since October 31, 2017, and was looking for business opportunities with the City.

11 12. On August 6, 2018, Plaintiff met Thompson at 18 Grams, an Elk Grove coffee shop,  
12 and presented her marketing and technology experience.

13 13. Thompson seemed impressed by Plaintiff's work and requested a formal bid.  
14 Plaintiff did so, bidding low in exchange for the opportunity to build her reputation with the  
15 City.

16 14. On August 13, 2018, Thompson accepted Plaintiff's bid and signed the contract. The  
17 agreement between Plaintiff and Visit Elk Grove was on a month-to-month basis, at a billing  
18 rate of \$90 an hour for technology work and \$45 an hour for writing, with an average  
19 monthly billing total of \$3,200.

20 15. Later that same day (August 13), Plaintiff was picking up her children at an Elk  
21 Grove school. She encountered Thompson in the school parking lot and they exchanged  
22 cordial greetings. It turned out that Thompson also had a child attending the school.

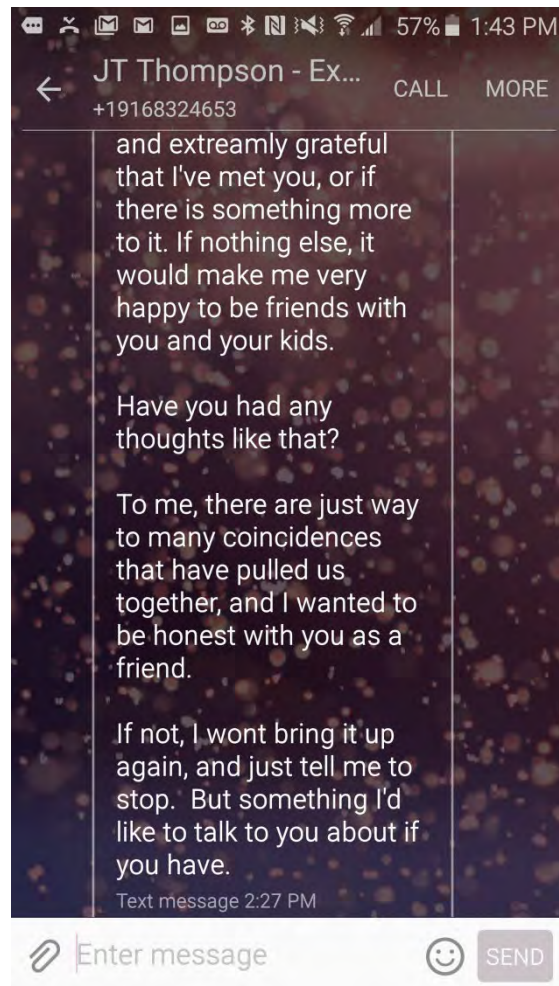
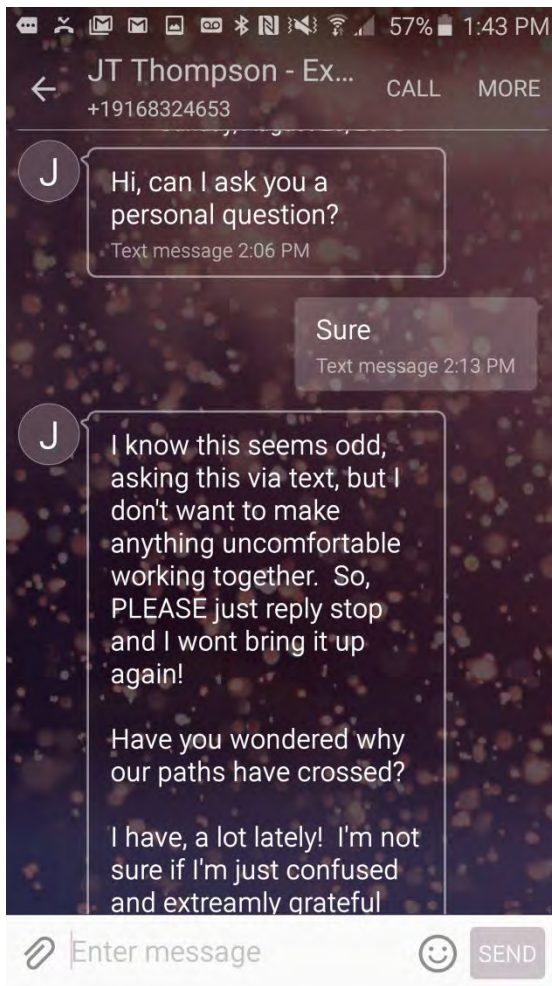
23 16. Thompson assured Plaintiff repeatedly that he would have plenty of work for her.  
24 Plaintiff plunged into the project. She soon observed that Visit Elk Grove had few  
25 procedures in place and that everything seemed to occur on an improvised, ad hoc basis.  
26  
27  
28

1 Still, Plaintiff was committed to getting Visit Elk Grove’s marketing plans and  
2 communications organized and worked around the clock.

3 17. Plaintiff spoke with, texted, or met with Thompson frequently during the business  
4 week. On several occasions, Plaintiff wondered why Thompson was calling or texting her as  
5 often as he did.

6 18. On Sunday afternoon, August 26, 2018, Plaintiff was at home with her children. At  
7 2:06 p.m., she heard an alert on her cell phone announcing an incoming message from  
8 Thompson. Thompson began by asking, “*Hi, can I ask you a personal question?*” He  
9 continued: “*Have you wondered why our paths have crossed? I have, a lot lately!... To me,*  
10 *there are just way to many coincidences that have pulled us together, and I wanted to be*  
11 *honest with you as a friend...*”  
12

13  
14  
15 <image on following page>  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

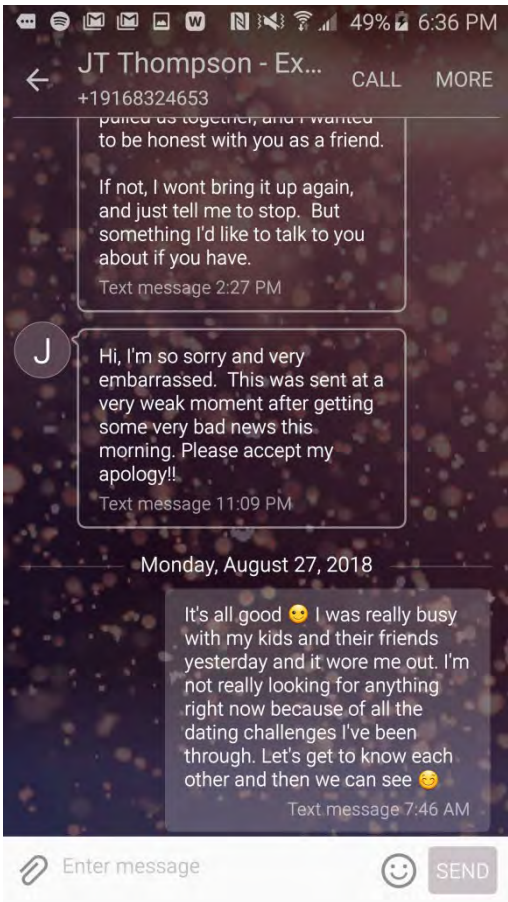


19. Plaintiff was stunned and apprehensive. She had taken pains to keep the relationship with Thompson strictly professional. She considered him nothing more than a work friend and a client. As an entrepreneur, Plaintiff made it a practice to maintain a separation between her clients and her romantic interests.

20. Unsure of how to respond, Plaintiff decided not to send a reply. She was getting ready for bed on Sunday night around 11 p.m. when another text message came in. It was again Thompson: *“Hi, I’m so sorry and very embarrassed...Please accept my apology.”* Plaintiff composed a neutral response that allowed Thompson to save face.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



21. Plaintiff did not sleep well that Sunday night. The next morning, Plaintiff tried to find neutral, safe ground with her client. As the business week began, she did not raise the issue with Thompson, and he did not mention it.

22. Plaintiff’s work for Visit Elk Grove required her to be a regular presence at Elk Grove and Sacramento events. She attended many functions on behalf of Explore Elk Grove (the public brand name for Visit Elk Grove), accompanied by Thompson. She also visited hospitality sites, wineries, and tourist locations and attended meetings at Thompson’s home because Visit Elk Grove did not have office space.

1 23. Plaintiff and Thompson attended a dinner at Boulevard Bistro (a high-end Elk Grove  
2 restaurant) to meet a vendor, toured the Sugar Mill Winery, and attended a Wine Train tour  
3 in West Sacramento. Thompson requested that Plaintiff attend these events with him.

4 24. Sometimes Plaintiff carpoled to these events with Thompson. The carpooling  
5 provided time to prepare for the event ahead and to debrief afterwards on follow-up steps.

6 25. At one event, Plaintiff introduced Thompson as her boss. Afterwards, as they drove  
7 home, he admonished her: “Don’t say I’m your boss. I want us to be partners.”

8 26. On September 14, 2018, Plaintiff and Thompson were driving to Roxy, a Sacramento  
9 restaurant, to meet a potential vendor. Thompson raised the idea of Plaintiff dating him and  
10 attending a non-business social event with him. She politely declined and added, “I don’t  
11 date people I work with regularly.”

12 27. Thompson hastily replied, “I don’t either!”

13 28. Thompson apparently decided to “wear down” Plaintiff’s resistance by asking her for  
14 a date, getting rejected, profusely apologizing, letting some time pass, and then making a  
15 new request, in hopes that he could exhaust Plaintiff into a consensual relationship.  
16 Thompson pursued his “wear down” strategy both in-person and by text, alternating his  
17 unwelcome advances with promises that Plaintiff could have a lucrative business  
18 relationship with Visit Elk Grove.

19 29. On October 20, 2018, Plaintiff and Thompson attended an event called the Strauss  
20 Masquerade Ball. The event, held at Laguna Town Hall, raises funds for Elk Grove’s annual  
21 Strauss Festival. Attendees at the 2018 Masquerade Ball wore 1970s retro costumes.

22 30. Plaintiff and Thompson carpoled to the event. Plaintiff danced with a man named  
23 Benny, a choreographer, dancer and a leader of the Strauss event. Benny demonstrated dance  
24 moves to Plaintiff, who is not an accomplished dancer. During breaks from the music, Benny  
25 sat and conversed with Plaintiff and Thompson.  
26  
27  
28



1 31. On the drive home afterwards, they discussed the evening's events and Visit Elk  
2 Grove's plans to promote the Strauss Festival.

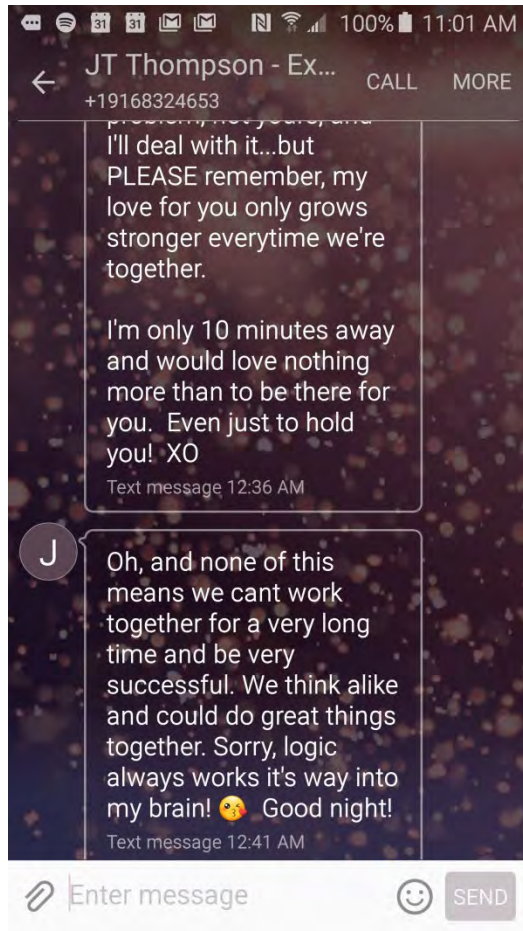
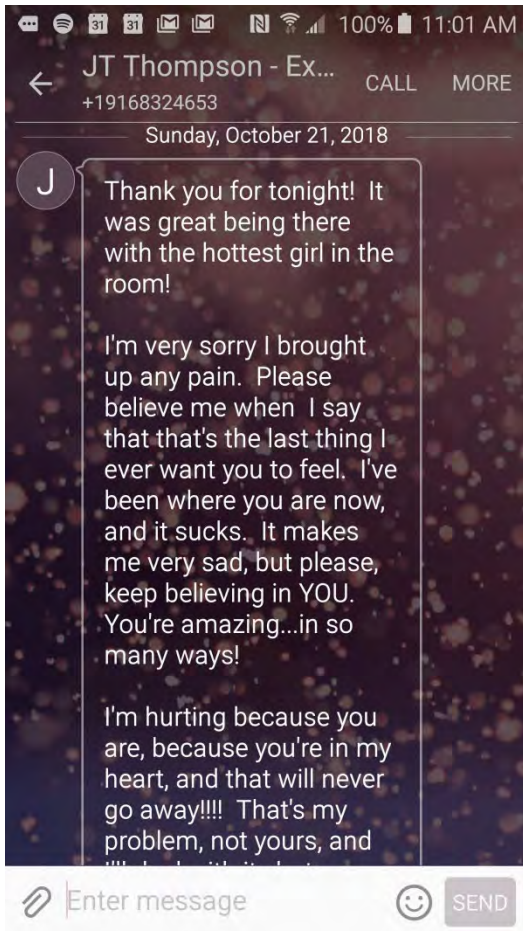
3 32. They arrived in front of Plaintiff's home at about 11 pm. As Plaintiff was about to  
4 leave the car, Thompson turned his shoulders towards her and spoke: "*What do I have to do*  
5 *to get you to look at me the way you look at Benny?*"

6 33. Plaintiff felt cornered and frightened. Thompson loomed large within the close  
7 confines of his automobile. She nervously explained, "Benny is my friend and I want to have  
8 a good relationship with Strauss Festival. I work really hard and I just want to be able to do  
9 my job for Explore Elk Grove. Dating has been really difficult for me and I don't want to  
10 date anyone right now."

11 34. Plaintiff left the car, entered her house and bolted the front door.

12 35. Later that night, after 12:30 am, two texts appeared in her phone. It was Thompson:  
13  
14

15 <image on following page>  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



36. *“Thank you for tonight! It was great being there with the hottest girl in the room...I'm hurting because you are, because you're in my heart, and that will never go away!!!!...My love for you only grows stronger everytime we're together. I'm only 10 minutes away and would love nothing more than to be there for you. Even just to hold you! XO”*

37. Plaintiff was fearful for her physical safety and that of her children. Between the stress of her job and the strain of rejecting Thompson’s creepy advances, she was suffering from anxiety, insomnia, headaches and constant fatigue.

38. Plaintiff decided that she needed to draw the line with Thompson once and for all. She was afraid she might lose this important client because she didn’t want a sexual relationship with Thompson, but she needed his harassment to end.

1 39. She prepared for a phone call with Thompson by writing a script so she could stay on  
2 point and send an unmistakable message. Plaintiff continued to do her job as usual and kept  
3 all communications with Thompson professional until they both had time for a phone call.

4 40. At 9 a.m. on October 24, 2018, Plaintiff spoke with Thompson from her home. She  
5 was guided by the script in front of her. She stated, "I don't want us to date and I feel that  
6 you repeatedly asking me to date you is putting this project [Visit Elk Grove] at risk." She  
7 said she would resign unless Thompson ceased his sexual pursuit of her.  
8

9 41. Thompson curtly said, "*I thought we already settled this on Saturday night,*"  
10 referring to the "Benny" conversation in the car. He concluded the conversation by saying,  
11 "*Fine. Stay on.*" A few minutes later, Thompson called Plaintiff back and offered yet  
12 another faux apology. Incredulously, Thompson now claimed that he "didn't realize" he was  
13 upsetting her with his sexual advances.

14 42. Of course, this was *not* the end of it. Thompson resumed his "wear down" strategy.  
15 On November 9 he texted Plaintiff and sounded contrite and self-pitying. He said, in part:  
16 "*I'm walking on eggshells because I fucked up our friendship. Did I loose your friendship*  
17 *completely?*"  
18

### 19 **Thompson's Mismanagement of Hearst Media**

20 43. On October 25, 2018, Thompson and Plaintiff met with a Hearst Media sales  
21 representative, Teresa, to discuss digital advertising. Teresa sent a proposal to Thompson via  
22 email and included Plaintiff. Thompson took the conversation from email to a phone call  
23 around November 15 and did not include Plaintiff. Plaintiff heard nothing more from Hearst  
24 Media until Teresa emailed ad specifications to Thompson on December 20, 2018, and  
25 included Plaintiff.  
26  
27  
28

1 44. On October 31, 2018, Thompson sent an email to Plaintiff and another contractor,  
2 whose first name is Ashley, to start work on Elk Grove Restaurant Week, a dining-out event  
3 to be held January 18-27, 2019. The event required recruiting restaurants and creating a  
4 marketing campaign. Thompson asked both contractors to commit a lot of time to Visit Elk  
5 Grove and said in his email that he would start using Monday.com, an online project  
6 management tool, to store related files and communications about Restaurant Week.

7 45. Because Thompson had assured her there was plenty of work for her business,  
8 Plaintiff signed a one-year contract on November 15, 2018, to hire a business efficiency  
9 consultant for \$1,000 a month, specifically to organize and automate Visit Elk Grove  
10 projects. Plaintiff also hired web and graphic design subcontractors on a per-project basis  
11 for Visit Elk Grove.

12 46. As 2018 drew to a close, Thompson became difficult to obtain information from or  
13 confer with. At no point did he give Plaintiff a list of the responsibilities he expected of the  
14 “lead role” on Restaurant Week, and he was inconsistent about providing information on  
15 Monday.com. Plaintiff continued to keep projects on schedule and worked almost non-stop  
16 on Visit Elk Grove projects through the winter holidays.

17 47. Plaintiff was worried about the viability of Restaurant Week. Although Restaurant  
18 Week was promoted as a partnership of three organizations (Visit Elk Grove, the City of Elk  
19 Grove, and the Elk Grove Chamber of Commerce) neither the City nor the Chamber of  
20 Commerce were involved in the event’s planning.

21 48. Plaintiff was facing difficulties getting restaurants to sign up for Restaurant Week, an  
22 event most of them had never heard of before. She reached out to contacts on the Elk Grove  
23 City Council and the *Elk Grove Citizen* newspaper on December 6, 2018. Her contacts and a  
24 newspaper employee agreed to ask restaurants to participate, or they introduced Plaintiff to  
25 local restaurant owners. Plaintiff also made other suggestions to Thompson for recruiting  
26  
27  
28

1 local restaurants.

2 49. In December, Thompson uploaded Hearst Media advertising specifications on  
3 Monday.com, the project management site. However, he failed to provide the ad deadline or  
4 any information about what Plaintiff was supposed to do with the ad specifications.  
5 Thompson emailed Plaintiff on December 18, 2018, with a task list that included nothing  
6 about the Hearst Media ad campaign. Plaintiff promptly completed the items in Thompson's  
7 emailed task list.

8  
9 50. Thompson emailed Plaintiff at 7:46 am on the last day of the year, December 31,  
10 2018, and notified her that he needed the ads for the Hearst Media campaign that was  
11 supposed to launch **the next day**, January 1, 2019. Plaintiff was completely surprised by this  
12 information because Thompson never asked her to design the Hearst Media digital ads via  
13 phone, email, or Monday.com, nor did he confirm with Plaintiff when the ads would launch.  
14 Plaintiff had been left out of all phone and in-person meetings with Hearst Media in  
15 November.

16  
17 51. Thompson was setting up Plaintiff to fail. He was using the Restaurant Week chaos  
18 to retaliate against Plaintiff for refusing his sexual advances.

19 52. On a phone call with Thompson that same morning, December 31, Plaintiff said she  
20 would cancel plans with her children that day and design the ads for the Hearst Media  
21 campaign. She spent 5 ½ hours designing the ads to the strict Hearst Media specifications  
22 and emailed them to Thompson in the afternoon for his approval. She did not hear back from  
23 Thompson until January 2, 2019.

24  
25 53. On January 2, Plaintiff emailed the ads to the Hearst Media sales rep, Teresa, and  
26 asked that Teresa include her on all communications relating to Visit Elk Grove digital  
27 advertising. Plaintiff couldn't rely on Thompson to communicate effectively with her, so she  
28 requested ongoing communications with vendors in order to do her job.

1 54. Hearst Media rep Teresa emailed Thompson and Plaintiff on January 3 to notify them  
2 that the ad campaign couldn't start until the following week because the "credit process is in  
3 the works however not completed."

4 55. On January 2, 2019, Plaintiff asked Rachael Brown for a meeting. They scheduled to  
5 meet on January 3 at 1 p.m. at Elk Grove City Hall.

6 56. Plaintiff sent Thompson an email the morning of January 3, 2019, describing her  
7 frustration with how disorganized Thompson was with Hearst Media. She notified  
8 Thompson that she would send him a new 2019 contract for her services the next day  
9 (January 4) that would require Visit Elk Grove to pay a higher rate for last-minute projects.  
10 Plaintiff strongly suggested Thompson get an assistant due to his chronic lack of  
11 organization. Thompson deflected Plaintiff's criticism by blaming the confusion on Hearst  
12 Media.  
13

14 57. At 12:05 pm on January 3, Plaintiff emailed Teresa at Hearst Media: "Did EEG  
15 [abbreviation for Explore Elk Grove] complete a credit application prior to today?" Plaintiff  
16 wanted to know if Thompson was telling the truth, i.e., that Hearst Media was to blame for  
17 the credit application problems. Plaintiff did not get a response from Teresa.

18 58. Plaintiff met Rachael Brown at City Hall on January 3 at 1 p.m. Plaintiff talked about  
19 how happy she had been to win the assignment with Visit Elk Grove: "I've lived in Elk  
20 Grove almost 19 years. I like to say this job is perfect for me and I'm perfect for it." Then  
21 she explained there was a "complete breakdown in communications with JT" and told  
22 Brown about Thompson's recurring sexual harassment and unwelcome advances.  
23

24 59. Plaintiff also explained to Brown that Plaintiff would submit a new contract to Visit  
25 Elk Grove within a day or so to renegotiate her rate, including charging a higher rate for last-  
26 minute projects. Brown nodded and agreed that this was reasonable.  
27  
28

1 60. Brown said the Visit Elk Grove board was happy with her work and that the  
2 Plaintiff's dedication to the City of Elk Grove was an asset to the organization.

3 61. The next morning, January 4, at 7:59 a.m., Thompson emailed Plaintiff and fired her.

4 62. Thompson's facade as a serial apologizer was over. Now he went on the offensive  
5 with self-righteous indignation. *"Yesterday was really the last straw when I received a*  
6 *message that you reached out to Hearst and wanted to know about the status of EEG's credit*  
7 *account. In my opinion, you were out of line... If you don't have the trust in your own client,*  
8 *we really shouldn't be working together."* Later he said, *"I feel it's time to move on."*  
9

10 63. In his termination email, Thompson requested that Plaintiff stay on through  
11 Restaurant Week, i.e. about three more weeks. Plaintiff felt that Thompson was unethical,  
12 possibly dangerous, and definitely a sexual harasser. She no longer wanted to work with him  
13 or around him. Plaintiff reviewed her contract and replied, "My contract stipulates that I only  
14 need to give 7 days' notice, so consider this my 7 day notice. I'll be leaving EEG 1/11/19."  
15

16 64. Plaintiff contacted Teresa at Hearst Media a second time and asked for an answer  
17 about the date the Visit Elk Grove credit application was submitted. This time, Teresa  
18 replied and said there was a problem with Hearst's credit application process and that  
19 Thompson "was attempting to fill out the application which was in late December." That  
20 indicated to the Plaintiff that Thompson had waited until the last moment to submit the  
21 application but did not share this information with her, leading Plaintiff to believe that it was  
22 necessary for her to sacrifice her family time to do last-minute work for Visit Elk Grove.  
23 Thompson was deceiving and manipulating Plaintiff in retaliation for not engaging in a  
24 romantic relationship with him.  
25

26 65. After Thompson fired her, Plaintiff emailed Thompson: "I truly believe you are  
27 intentionally trying to bring me down or make my job more difficult because I wouldn't date  
28 you." Thompson replied via email, *"[T]his has nothing to do with the fact that you didn't*



1 want to date me. I have many more important things going on in my life then [sic] to worry  
2 about who will or will not date me.” He then said, “The rest is now irrelevant.”

3 66. Plaintiff emailed Brown on January 4 with notice that Thompson had fired her.

4 67. Brown called Plaintiff on January 11, 2019, to notify her that an investigation had  
5 been launched. Plaintiff agreed to cooperate and set a meeting with the investigator for  
6 January 14, 2019. Prior to the meeting, Plaintiff sent the investigator more than 700 text  
7 messages and several emails between Thompson and Plaintiff.

8 68. Plaintiff met with Megan Donaghey, Esq. of Ellis Makus LLP on January 14, 2019,  
9 for about one hour. Plaintiff answered all of Donaghey’s questions. Donaghey said she  
10 would write a report and submit it to the City of Elk Grove.

11 69. On February 7, Plaintiff talked to Brown, who told Plaintiff that “the investigation  
12 had been concluded.” Because the investigation involved a “personnel matter,” Brown said  
13 that she could not divulge any information.

14 70. Brown said that, as far as Thompson’s sexual harassment of Plaintiff, “the issue had  
15 been addressed.” Brown assured Plaintiff that only a small number of people at the City had  
16 seen the final report. Plaintiff asked if everyone was supposed to move on from this and  
17 Brown answered, “Yes.” The conversation ended.

18 71. Plaintiff concluded from Brown’s cryptic remarks that the City and Visit Elk Grove  
19 were burying Thompson’s misconduct to avoid bad publicity. His sexual harassment would  
20 be overlooked to protect Visit Elk Grove. Thompson continued to hold the top position at  
21 Visit Elk Grove.

22 72. Plaintiff and her business were seriously harmed. Because Thompson had said  
23 several times in email, text and in person that he wanted as much of her time as possible,  
24 Plaintiff put other client projects on hold. She attempted to honor her one-year contract to  
25 her business efficiency consultant at \$1,000 a month. In April 2019, when funds had run out  
26  
27  
28

1 and Plaintiff was barely covering her bills, she had no choice but to break the consulting  
2 contract.

3 73. After her termination, Plaintiff examined phone records, meeting calendar, and  
4 business emails. She determined that after approximately November 5, 2018, Thompson no  
5 longer included her in **any** in-person or phone meetings with Visit Elk Grove marketing  
6 vendors and partners, and included her in only one vendor email chain – with Hearst Media.  
7 This was in stark contrast to Thompson’s behavior before October 24, when Plaintiff firmly  
8 told Thompson to stop harassing her. Prior to October 24, Thompson included Plaintiff in **all**  
9 in-person meetings, phone calls and email conversations with marketing vendors and  
10 partners.  
11

12 WHEREFORE, Plaintiff prays judgment as set forth below.

13 **IV. CAUSES OF ACTION**

14  
15 FIRST CAUSE OF ACTION  
16 **Sexual Harassment in a Defined Relationship**  
17 **Civil Code § 51.9**

18 *(As to Defendants John Joseph Thompson and Visit Elk Grove)*

19 74. Plaintiff restates and incorporates the allegations contained in the preceding  
20 paragraphs as though fully set forth below.

21 75. Plaintiff had a business relationship with Defendants.

22 76. John Joseph Thompson made sexual advances, solicitations and requests for sexual  
23 compliance to Plaintiff.

24 77. Thompson’s conduct was unwelcome. His conduct also was pervasive or severe.

25 78. Plaintiff could not easily end the business relationship with Thompson and Visit Elk  
26 Grove, of which Thompson is the Executive Director.

27 79. Plaintiff has suffered, or will suffer, economic loss, economic damage, reputational  
28 loss and other damages as a result of Defendants’ conduct.

1 WHEREFORE, Plaintiff prays judgment as set forth below.

2 SECOND CAUSE OF ACTION

3 **False Promise**

4 *(As to Defendants John Joseph Thompson and Visit Elk Grove)*

5 80. Plaintiff incorporates the preceding paragraphs as though fully set forth herein.

6 81. Defendants Thompson and Visit Elk Grove made a promise to Plaintiff that there would  
7 be a great deal of work assigned to her consulting practice in 2019.

8 82. Defendant Thompson did not intend to perform this promise when he made it. Rather,  
9 the promise was a pretext to induce and entice Plaintiff into a sexual relationship with him.

10 83. Defendant intended that Plaintiff rely on this promise.

11 84. Defendant did not perform the promised act. On the contrary, he fired Plaintiff the  
12 immediate day after she reported his sexual harassment to a city official who was also chair  
13 of the nonprofit's board.

14 85. Plaintiff was harmed.

15 86. Plaintiff's reliance on Defendant's promise was a substantial factor in causing the harm.

16 WHEREFORE, Plaintiff prays for relief as set forth below.

17 THIRD CAUSE OF ACTION

18 **Breach of Implied Covenant of Good Faith and Fair Dealing**

19 *(As Against All Defendants)*

20 87. Plaintiff and Defendants entered into a contract.

21 88. Plaintiff did all, or substantially all, of the significant things that the contract required.

22 89. That all conditions required for Defendants' performance had occurred.

23 90. Defendants unfairly interfered with Plaintiff's right to receive the benefits of the  
24 contract.

25 91. Plaintiff was harmed by Defendants' conduct.

26 WHEREFORE, Plaintiff prays for relief as set forth below.  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

FOURTH CAUSE OF ACTION  
**Intentional Infliction of Emotional Distress**  
*(As Against All Defendants)*

92. Defendants' conduct was outrageous.

93. Defendants intended to cause Plaintiff emotional distress, or, Defendants acted with reckless disregard of the probability that Plaintiff would suffer emotional distress.

94. Plaintiff suffered severe emotional distress.

95. Defendants' conduct was a substantial factor in causing Plaintiff severe emotional distress.

WHEREFORE, Plaintiff prays for relief as set forth below.

**PRAYER FOR DAMAGES**

Plaintiff respectfully requests judgment against Defendant as follows:

1. For general and special damages under all causes of action;
2. For attorney's fees pursuant to law and FEHA statutes;
3. For costs of suit;
4. For any and all statutory penalties and fines that are applicable;
6. For prejudgment interest; and
7. Punitive damages; and
8. For such other and further relief as the Court may deem just and proper.

Dated: May 6, 2019

Respectfully submitted,

By: David Graulich

David Graulich, Esq.  
Attorney for Plaintiff  
KRISTIN BERKERY

**REQUEST FOR TRIAL BY JURY**

Plaintiff KRISTIN BERKERY hereby requests trial by jury.

Dated: May 6, 2019

Respectfully submitted,

By: David Graulich

David Graulich, Esq.  
Attorney for Plaintiff  
KRISTIN BERKERY