

1 ANNE N. DENNIS, SBN 172217
2 **LAW OFFICE OF ANNE N. DENNIS**
3 2360 Professional Drive
4 Santa Rosa, CA 95403
5 Telephone: (707) 528-3965
6 FAX: (707) 544-6539

7 STEPHEN F. O'NEILL, SBN 62317
8 MARGARET S. FLYNN, SBN 130815
9 **TARKINGTON, O'NEILL, BARRACK & CHONG**
10 A Professional Corporation
11 100 Stony Point Road, Suite 270
12 Santa Rosa, CA 95401
13 Telephone: (707) 576-1380
14 FAX: (707) 544-3144

15 Attorney for Plaintiffs

**ENDORSED
FILED**

MAR 22 2010

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA**

16 **SUPERIOR COURT OF CALIFORNIA**
17 **COUNTY OF SONOMA**

18) Case No. SPR-81815
19) *1st AMENDED*
20) COMPLAINT
21) For:
22) 1) Elder Financial Abuse
23) 2) Breach of Fiduciary Duty
24) 3) Fraud
25) 4) Constructive Fraud
26) 5) Constructive Trust
27) 6) Violation of §42 USCA 1983
28) 7) Violation of California Due Process
Clause
8) Violation of Federal Due Process Clause
9) Intentional Infliction of Emotional Distress
10) Negligent Infliction of Emotional
Distress
11) Unruh Civil Rights Act
12) Violation of Patients' Bill of Rights
13) Declaratory Relief
14) Accounting
15) Conversion
16) Conspiracy
17) False Imprisonment
18) Negligence
19) Failure to Discharge Mandatory Duty
20) Elder Abuse

14 CLAY M. GREENE,
15 JANNETTE BIGGERSTAFF, EXECUTOR OF
16 THE ESTATE OF HAROLD SCULL,
17 Deceased,
18 Plaintiffs
19 V
20 THE COUNTY OF SONOMA;
21 JO WEBER;
22 SALLY LIEDHOLM;
23 KAREN STAGG-HOURIGAN;
24 MICHAEL BREWSTER;
25 NORTH BAY AUCTIONS, LLC,
26 a California Limited Liability Company,
27 AGUA CALIENTE VILLA,
28 an unknown business entity
KIM DILLINGHAM,
And Does 1 through 50, inclusive,
Defendants

GENERAL ALLEGATIONS

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2
3 1. Plaintiff CLAY M. GREENE (hereafter "GREENE") is an adult and is, and at
4 all times herein was, a resident of Sonoma County, California.

5 2. Plaintiff JANNETTE BIGGERSTAFF is the duly appointed personal
6 representative of the Estate of Harold Scull, deceased (hereafter "SCULL ESTATE").
7 Letters Testamentary issued on September 10, 2008 in Sonoma County Probate Case No.
8 SPR- 80832 and have not been revoked. Said SCULL ESTATE is the successor in
9 interest of Decedent HAROLD SCULL, herein.

10 3. Plaintiff GREENE was born November 3, 1931, and at the times complained
11 of herein, is and was over the age of 65 years and is an elder as defined by Welfare and
12 Institutions Code section 15610.27.

13 4. Plaintiff GREENE is a person over the age of seventy (70) years and is
14 entitled to preference in the setting of cases, pursuant to Code of Civil Procedure section
15 36.

16 5. HAROLD SCULL ("Decedent") was born May 17, 1919 and died August 13,
17 2008. Prior to his death, Decedent was, at the times complained of herein, over the age of
18 65 years and an elder as defined by Welfare and Institutions Code section 15610.27 and a
19 resident of Sonoma County, California.

20 6. Plaintiff GREENE and Decedent were a gay couple who have been in a
21 committed relationship for over 25 years and lived together for approximately 20 years
22 before Decedent's death in August, 2008. During that time, Plaintiff GREENE and
23 Decedent enjoyed a quiet, retired life, which they planned to continue until their deaths.
24

25 7. Plaintiff GREENE and Decedent had enjoyed successful and varied careers
26 during their lives. Decedent had worked for MGM Studios in the 1950's and 1960's and
27 was a favorite of Louis B. Mayer during Hollywood's "studio" heyday. He had collected
28

1 numerous artifacts and memorabilia from that period, many of which were displayed in his
2 home. Additionally, Decedent was a retired businessperson and artist, who had collected
3 fine crystal, paintings, and other objects over his lifetime. Decedent was also the
4 beneficiary of an extensive collection of Mexican and Central American "Santos" religious
5 art and artifacts which were also displayed in his home. Plaintiff GREENE had worked in
6 early television during the same period, working with many stars in their early careers, and
7 collected memorabilia himself. Plaintiff GREENE also worked as caretaker for the Phleger
8 family, caring for Herman Phleger and his wife, Mary Elena Phleger, until their deaths and
9 the sale of the family estate. Plaintiff GREENE was the recipient of many gifts from the
10 Phlegers, including artwork, furnishings, and objects. Plaintiff GREENE's family was also
11 prominent in early California history, including his grandfather HARRY GREENE and his
12 namesake CLAY M. GREENE, and he possessed many priceless family artifacts and
13 heirlooms of historical and monetary value.

14
15 8. Commencing on or about June 2008 and continuing until his death,
16 Decedent was the subject of a conservatorship in Sonoma Case No. SPR-80583. The
17 Temporary Conservator was the Sonoma County Office of the Public Guardian, which
18 initiated the petition under the direction and supervision of Defendant LIEDHOM, who
19 executed documents and made representations under penalty of perjury in support of said
20 petition. Defendant STAGG-HOURIGAN also executed documents and made
21 representations under penalty of perjury in support of said petition.

22 9. Defendant COUNTY OF SONOMA (hereafter "COUNTY") is, and at all times
23 mentioned herein was, a county and political subdivision of the State of California, duly
24 organized and existing under the laws of the State of California. Plaintiffs are informed
25 and believe and thereon allege that said COUNTY is and was duly authorized and
26 empowered to establish, maintain, operate and administer governmental services to
27 residents of Sonoma County, including but not limited to services provided to elders and
28 dependent adults who may require assistance with financial and other matters. Plaintiffs
are informed and believe and thereon allege that said services are provided by and

1 through the Human Services Department (hereafter "HSD") a department, agency, office
2 and subdivision of Defendant COUNTY OF SONOMA. Plaintiff is informed and believes
3 that HSD is established for the purpose, among other things, of protecting and improving
4 the well-being of individuals residing in Sonoma County, especially those who cannot
5 protect themselves. Plaintiff is informed and believes that the Adult and Aging Services is
6 a sub-division of HSD and oversees the Office OF THE PUBLIC GUARDIAN/PUBLIC
7 CONSERVATOR (hereafter "OPC"). OPC was established, for the purpose, among other
8 things, of ensuring the safety and well-being of vulnerable adults, providing protective and
9 supportive services for seniors and others, advocating for seniors and others, investigating
10 conservatorship matters on behalf of the COUNTY and acting as the legal representative
11 of individuals deemed unable to properly care for themselves or their finances or who
12 cannot resist undue influence or fraud. Plaintiff is informed and believes that OPC is
13 charged with and responsible for the services provided to seniors and others residing
14 within the County of Sonoma.

15 10. Defendant JO WEBER, is and was at the times hereof complained, the
16 Director of HSD, a subdivision of Defendant COUNTY, and its' employee and agent
17 responsible for the oversight and management of said Department, including but not
18 limited to the Adult and Aging Division and the OPC and in doing the things hereinafter
19 alleged was acting within the course and scope of her employment. Plaintiffs are informed
20 and believe and thereon allege that Defendant WEBER'S employment duties include
21 responsibility for the establishment and enforcement of protocols and guidelines for said
22 HSD, including but not limited to the policies and procedures under which services are
23 provided to seniors through said Department and in doing the things hereinafter alleged
24 was acting within the course and scope of her employment.

25 11. Defendant SALLY LIEDHOLM is, and was at the times hereof complained,
26 the duly appointed and acting Public Guardian/Public Conservator for the County of
27 Sonoma and its employee and agent. Defendant LIEDHOLM is and was at the times
28 hereof complained responsible for the day-to-day management, oversight, training, and
supervision of the OPC and all Deputy Public Guardian(s)/Deputy Public Conservator(s)
for the COUNTY, including but not limited to Defendants BREWSTER and STAGG-

1 HOURIGAN. Plaintiffs are informed and believe that Defendant LIEDHOLM's duties
2 included but were not limited to the implementing and training of employees to administer
3 the policies and procedures under which services are provided to seniors through said
4 Office, and to ensure compliance by COUNTY employees and agents with the polices of
5 the COUNTY and the laws of the State of California, and in doing the things hereinafter
6 alleged was acting within the course and scope of her employment.

7 12. Defendant KAREN STAGG-HOURIGAN at the times herein complained is
8 and was an employee and agent of the County of Sonoma regularly assigned and acting
9 as a Deputy in the OPC, and was at the times set forth herein an employee of Defendant
10 COUNTY. Plaintiff is informed and believes and thereon alleges that Defendant STAGG-
11 HOURIGAN's duties included investigating and reporting on claims of possible neglect or
12 harm involving seniors and others, the providing of services to seniors and others,
13 including but not limited to financial management oversight, determination of living
14 accommodations, evaluation for third party assistance with tasks of daily living, evaluation
15 for medical and psychological services, and other actions and services for individuals who
16 are or may be or become dependent on others for assistance, and in doing the things
17 hereinafter alleged was acting within the course and scope of her employment.

18 13. Defendant MICHAEL BREWSTER at the times herein complained is and was
19 an employee and agent of the County of Sonoma regularly assigned and acting as a
20 Deputy in the OPC, and was at the times set forth herein an employee of Defendant
21 COUNTY. Plaintiff is informed and believes and thereon alleges that Defendant
22 BREWSTER's duties included investigating and reporting on claims of possible neglect or
23 harm involving seniors and others, the providing of services to seniors and others,
24 including but not limited to financial management oversight, determination of living
25 accommodations, evaluation for third party assistance with tasks of daily living, evaluation
26 for medical and psychological services, and other actions and services for individuals who
27 are or may be or become dependent on others for assistance, and in doing the things
28 hereinafter alleged was acting within the course and scope of his employment.

1 14. Plaintiff is informed and believes that Defendant NORTH BAY AUCTIONS,
2 LLC is a California Limited Liability Company organized and operating under the laws of
3 the State of California with its principal place of business at 6140 Highway 12, Sebastopol,
4 Sonoma County, California.

5 15. Plaintiff is informed and believes that Defendant sued herein as AGUA
6 CALIENTE VILLA (Hereafter "ACV") is a Limited Liability Company operating in California
7 as JCES MANOR, LLC and doing business as AGUA CALIENTE VILLA in the County of
8 Sonoma, State of California, with a business address at 17250 Valetti Drive, Sonoma,
9 California. Defendant ACV operates as a residential care facility for seniors.

10 16. Plaintiff is informed and believes that KIM DILLINGHAM is a resident of the
11 State of California and is and was at the times hereof complained, an employee, agent and
12 manager of ACV.

13 17. At all relevant times herein, Defendants maintained a close and confidential
14 and fiduciary relationship with and stood in a position of trust to Plaintiff and Decedent, as
15 more fully described herein. Plaintiffs are informed and believe and thereon allege that
16 Defendants were each the agent and employee of the other and in doing the things alleged
17 herein, were acting within the scope of such agency. Further, Defendants, and each of
18 them, knowingly and willingly conspired and agreed among themselves to do the matters
19 described herein.

20 18. Plaintiffs are ignorant of the true names and capacities of Defendants sued
21 herein as Does 1-50, inclusive, and therefore sues these defendants by such fictitious
22 names. Plaintiffs will amend this Complaint to allege their true names and capacities when
23 ascertained. Plaintiffs are informed and believe and thereon allege that each of the
24 fictitiously named defendants is responsible in some manner for the occurrences herein
25 alleged, and that plaintiffs' injuries as herein alleged were proximately caused by their
26 conduct. Each Defendant is the agent, employee, and/or servant of each of its co-
27 Defendants, and was at all times mentioned herein acting in the course and scope of said
28 agency and/or employment.

1 19. Plaintiffs are informed and believe and thereon allege that at the times herein
2 mentioned, each of the defendants was the employer, employee, agent, servant, principal,
3 or subsidiary of the other Defendants and at all times acted within the course and scope of
4 such employment or agency and with the knowledge and approval of said co-defendants.

5 20. Defendants conducted a variety of transactions, and made false and
6 misleading representations, all of which took place in the County of Sonoma at various
7 locations, including but not limited to Sebastopol, Santa Rosa, Kenwood, and Sonoma.

8
9 21. Plaintiffs are informed and believe and thereon allege that Defendants
10 COUNTY, WEBER, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, NORTH BAY
11 AUCTIONS, LLC and each of them, acted as fiduciary of Plaintiff GREENE and Decedent
12 and were engaged in a confidential relationship with Plaintiff GREENE and Decedent, to
13 whom they owed the utmost duty of loyalty. Commencing on or about May 2008 and
14 continuing through the filing of the Complaint herein, Defendant COUNTY, by and through
15 Defendants WEBER, LIEDHOLM, STAGG-HOURIGAN, BREWSTER and others and each
16 of them, received cash sums from Plaintiff's accounts and took possession of and
17 disposed, sold, and converted personal property to their own use. These cash sums
18 included monies received from Plaintiff GREENE's Wells Fargo Bank account number
19 9295886932, taken by OPC on or about June 17, 2008; monies received from Decedent's
20 Bank of the West account number 168-050474; monies received from Decedent's Franklin
21 Templeton Account number 109-90221656161; and cash on hand taken from Plaintiff
22 GREENE and Decedent's residence. Defendants COUNTY, WEBER, LIEDHOLM,
23 STAGG-HOURIGAN, BREWSTER, and others and each of them also took custody and
24 control of Plaintiff GREENE's and Decedent's Social Security payments, dividends,
25 interest, and all of Plaintiff GREENE's and Decedent's sources of income. Defendant
26 COUNTY, by and through Defendants WEBER, LIEDHOLM, STAGG-HOURIGAN,
27 BREWSTER, NORTH BAY AUCTIONS and others and each of them, took possession of
28 the personal property of Plaintiff GREENE and Decedent located at their home on Barnett
Valley Road, Sebastopol. Said personal property included but is not limited to Oriental
rugs valued in excess of \$50,000; Japanese folding screens valued in excess of \$10,000;
religious Santos artworks valued in excess of \$10,000; a Toyota pickup truck with a value

1 in excess of \$16,000; antique furniture, including chests, tables, dressers, and chairs
2 valued in excess of \$10,000; sterling silver ware and jewelry valued in excess of \$5,000;
3 paintings and art objects such as statues; antique china, fine crystal, carvings, decorative
4 items and small collectibles valued in excess of \$100,000; general household furnishings
5 and appliances valued in excess of \$5,000; garden art, including but not limited to statuary,
6 antique and contemporary planters, fountains, and furniture valued in excess of \$10,000;
7 books, papers, photographs, and other personal memorabilia of great personal and
8 sentimental value, and two cats, priceless to Plaintiff GREENE and Decedent. Said
9 actions were reckless, done with undue haste, not authorized or allowed by law, without
10 the consent of the individuals whose property was taken, and after expressly being denied
11 the authority to take such acts by the Sonoma County Superior Court in [Sonoma County
Superior Court Case No. SPR-80583].

12
13 22. On or about April 2008, Decedent SCULL fell and was injured at their home
14 on Barnett Valley Road in Sebastopol. Plaintiff GREENE called 911 to render assistance
15 and Decedent SCULL was transported to Kaiser Hospital in Santa Rosa. Plaintiffs are
16 informed and believe that Decedent SCULL was suffering from ill health due to chronic
17 medical conditions as well as indications of dementia and reduced mental capacity, which
18 were known to Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER,
and others and each of them.

19
20 23. On or about May, 2008, Defendant COUNTY by and through the OPC
21 caused to be filed in the Superior Court of the County of Sonoma, a Petition for
22 Appointment of Temporary Conservator of the Estate of HAROLD SCULL. [Sonoma
23 County Superior Court Case No. SPR-80583, hereafter "Conservatorship Case"]. Plaintiff
24 is informed and believes and thereon alleges that Defendant COUNTY sought to have the
25 OPC appointed Decedent's Temporary Conservator, alleging immediate need to protect
26 SCULL's estate from harm and make it accessible for his care. The Petition alleges
27 Decedent SCULL was unable to care for himself or resist undue influence, suffered from a
28 cognitive disorder, delirium, depression, and dementia. Despite knowledge of Decedent's
weakened condition and compromised mental functioning, Defendants COUNTY,
LIEDHOLM, STAGG-HOURIGAN, BREWSTER and others and each of them, failed to

1 Petition for Temporary Conservatorship of the Person of Decedent. Despite knowledge of
2 Decedent's weakened condition and compromised mental functioning, Defendants
3 COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER and others and each of them,
4 prepared and induced Decedent SCULL to sign legal documents, including but not limited
5 to a "Nomination of Conservator", which was submitted in support of their Petition and a
6 designation for the Social Security Administration for the COUNTY to become Decedent's
7 Representative Payee, as that term is defined by said Social Security Administration.
8 Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and
9 each of them, further made representations and false and misleading statements in
10 support of said Petition, including but not limited to accusing Plaintiff GREENE of
11 committing physical abuse and financial abuse of Decedent, being a danger to Decedent,
12 and failing to state the true nature of Plaintiff GREENE and Decedent's relationship, and
13 failing to notify Plaintiff GREENE of said proceedings, in violation of the laws of the State
14 of California and basic human decency. Said Petition requested authorization of
15 independent powers, including but not limited to the power to contract, the power to
16 exercise stock rights, the power to pay, collect, and compromise debts and obligations of
17 the estate, among others, pursuant to Probate Code sections 2590 et seq., as well as
18 authority to immediately liquidate Decedent's investment account with Franklin Templeton
19 to provide for his care. Only the authority to liquidate the Franklin Templeton account was
20 granted and all other requested independent powers were denied by the Court since the
21 OPC had failed to demonstrate any factual necessity for these powers or how it would
22 benefit the conservatee. Letters of Temporary Conservatorship of the Estate were issued
23 to the Sonoma County Public Guardian on June 9, 2008.

24 24. On or about May, 2008, Defendant COUNTY by and through the OPC
25 caused to be filed in the Superior Court of the County of Sonoma, a Petition for
26 Appointment of a Probate Conservator of the Estate of HAROLD SCULL. [Sonoma County
27 Superior Court Case No. SPR-80583, hereafter "Conservatorship Case"]. Plaintiff is
28 informed and believes and thereon alleges that Defendant COUNTY sought to have the
OPC appointed Decedent's permanent Conservator, alleging immediate need to protect
SCULL's estate from harm and make it accessible for his care. The Petition alleges

1 Decedent SCULL was unable to care for himself or resist undue influence, suffered from a
2 cognitive disorder, delirium, depression, and dementia. Despite knowledge of Decedent's
3 weakened condition and compromised mental functioning, his need for continuing medical
4 treatment, and his inability to provide for himself, Defendants COUNTY, LIEDHOLM,
5 STAGG-HOURIGAN, BREWSTER and others and each of them, again failed to Petition
6 for Conservatorship of the Person of Decedent. Despite knowledge of Decedent's
7 weakened condition and compromised mental functioning, Defendants COUNTY,
8 LIEDHOLM, STAGG-HOURIGAN, BREWSTER and others and each of them, prepared
9 and induced Decedent SCULL to sign legal documents, including but not limited to a
10 "Nomination of Conservator", which was submitted in support of their Petition. Defendants
11 COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and each of them,
12 further made representations and false and misleading statements in support of said
13 Petition, including but not limited to accusing Plaintiff GREENE of committing physical
14 abuse and financial abuse of Decedent, being a danger to Decedent, and failing to state
15 the true nature of Plaintiff GREENE and Decedent's relationship, and failing to notify
16 Plaintiff GREENE of said proceedings, in violation of the laws of the State of California and
17 basic human decency. On or about July 2, 2008, the Sonoma County Superior Court in
18 said Conservatorship Case granted the Petition and appointed OPC as permanent
19 Conservator of the Estate; Letters of Conservatorship issued on July 9, 2008. The Court
20 again denied expanded estate management powers, finding that no specific factual
21 necessity for the requested powers or how they would benefit Decedent SCULL, were
22 provided in the Petition. The OPG was further directed to notice and file a Petition for
23 Conservatorship of the Person of Decedent SCULL for hearing on August 27, 2008.

24 25. On or about May 2008 and continuing through November 2008, Defendants
25 COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER and others and each of them,
26 failed to comply with said Orders of the Superior Court and exceeded the authority given
27 OPC in said Orders, and engaging in actions harmful to Decedent and Plaintiff GREENE,
28 and their rights and property. These acts and omissions, include but are not limited to,
failing to liquidate Decedent's Franklin Templeton account, thereby incurring a loss in
value of the account in an amount in excess of \$20,000; failing and omitting to marshal

1 and secure the personal property assets of Decedent, including but not limited to those
2 personal property assets described in Paragraph 21, above; failing and omitting to protect
3 said personal property assets from waste, theft, and damage; failing to inventory and
4 appraise said personal property assets as required by Probate Code section 2610 et seq.;
5 failing and omitting to obtain the required authority of the Superior Court to sell or
6 otherwise dispose of said personal property assets prior to disposing of said property as
7 required by Probate Code section 2540 et seq.; and in failing and omitting to obtain the
8 consent, if able, of Decedent prior to the sale or disposition of said personal property
9 assets as required by said Probate Code section(s). Plaintiffs are further informed and
10 believe and thereon allege that on or about this same time, Defendants COUNTY,
11 LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and NORTH BAY AUCTIONS took
12 possession of the personal property of Plaintiff GREENE without his consent and over his
13 objections. Plaintiffs are informed and believe and thereon allege that Defendants
14 COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, NORTH BAY AUCTIONS LLC,
15 and others and each of them took personal possession of items of Plaintiffs' personal
16 property, including but not limited to personal property described in Paragraph 21, above
17 as well as musical instruments, televisions, bicycles, furniture, paintings, dishes, cookware,
18 and art objects, among other things, and sold, kept, converted to their own use, and
19 otherwise disposed of said property without the knowledge, or consent of Plaintiff
20 GREENE and Decedent. Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN,
21 BREWSTER, NORTH BAY AUCTIONS LLC, and others and each of them, after assuming
22 custody and control of said personal property assets, failed to protect said personal
23 property assets from waste, theft, and damage. Defendants further took actions and
24 engaged in conduct, including removing and disposing of property, for the benefit of said
25 Defendants and to the detriment of Plaintiffs and Plaintiffs' rights.

26 26. On or about May 2008 and continuing through January 2009, Defendants
27 COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, DILLINGHAM, ACV, and
28 others and each of them, falsely represented to Plaintiffs, to the Court, and to third parties
that Plaintiff GREENE suffered from dementia and was unable to manage his personal or
financial affairs. On or about September 2008 and continuing through January 2009,

1 Defendants falsely represented that Plaintiff GREENE was suffering from "severe
2 dementia" and required placement in a "secure dementia unit". Defendants had no factual
3 basis for these allegations, and no basis for asserting said facts were true, and further
4 failed to take steps necessary to confirm or deny said allegations. Defendants further
5 lacked any legal authority to determine Decedent's or Plaintiff GREENE's living
6 arrangements or social interaction, and lacked any legal authority to control where or with
7 whom Plaintiff GREENE and Decedent resided. Despite making said allegations,
8 Defendant COUNTY, its agents and employees undertook no legal action to protect or
9 assist Plaintiff GREENE, including but not limited to seeking the appointment of a
10 conservator for his person or estate. Despite having no authority to do so and without the
11 consent of and over the objections of Plaintiff GREENE, Defendant COUNTY, its agents
12 and employees, placed Plaintiff GREENE in ACV, a facility not suited to his needs,
13 lifestyle, or desires.

14 27. On or about June 2008 and continuing through November 2008 Defendants
15 ACV, DILLINGHAM, COUNTY, STAGG-HOURIGAN, BREWSTER, and others and each
16 of them, in Plaintiff GREENE's presence and in the presence of others, disparaged and
17 demeaned Plaintiff, calling him a "crazy old man", said he had "dementia" and was a "lost
18 cause", laughed at him, and told him to "shut up and go to your room". Defendants ACV,
19 DILLINGHAM, COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and
20 each of them, misrepresented Plaintiff GREENE's legal status, allowing and inducing
21 others to believe Plaintiff was the subject of a conservatorship and Defendant COUNTY,
22 LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and each of them were
23 Plaintiff GREENE's legal representative. Plaintiffs are informed and believe and thereon
24 allege that Defendants COUNTY, STAGG-HOURIGAN, BREWSTER, DILLINGHAM, and
25 ACV further misrepresented Plaintiff GREENE's legal status to obtain and disclose
26 confidential medical, personal, and financial information, and in so doing caused harm and
27 distress to Plaintiff GREENE.

28 28. On or about June 2008 and continuing through August 2008, Defendants
ACV, DILLINGHAM, COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and
others and each of them, did not allow Plaintiff GREENE access to Decedent, his partner

1 of 25 years, who was terminally ill. On or about April 2008 and continuing through
2 November 2008, Defendants ACV, DILLINGHAM, COUNTY, LIEDHOLM, BREWSTER
3 and others and each of them, falsely imprisoned Plaintiff GREENE, keeping him behind a
4 locked gate at Defendant ACV's premises and restricting and limiting his movements and
5 communication with his friends, family, and the general public. Defendants ACV,
6 DILLINGHAM, COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and
7 each of them, falsely represented to Plaintiffs and others that Plaintiff GREENE was
8 incapable of caring for himself or living independently. In violation of his civil and
9 constitutional rights of freedom of association and liberty, Defendants COUNTY,
10 LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and each of them, physically
11 removed Plaintiff GREENE from his residence, and transported him to Defendant AGUA
12 CALIENTE VILLA's place of business. Defendants COUNTY, LIEDHOLM, STAGG-
13 HOURIGAN, BREWSTER and others and each of them, made false representations and
14 promises concerning Plaintiff GREENE's living situation, falsely representing to Plaintiff
15 that he had no other choice of places to reside, that he lived at ACV's place of business,
16 and further coerced and induced Plaintiff GREENE to enter Defendant ACV's Premises
17 and left him there with no means of transportation or money. Without Plaintiff's GREENE's
18 consent and over his objections, Defendants ACV, DILLINGHAM, COUNTY, LIEDHOLM,
19 STAGG-HOURIGAN, BREWSTER, and others and each of them, informed Plaintiff
20 GREENE he was required to remain at AGUA CALIENTE VILLA's place of business, and
21 that this was his "new home". PLANTIFF GREENE believed these false representations,
22 believed he had no choice in the matter, and felt intimidated and threatened by
23 Defendants. Plaintiffs are informed and believe and thereon allege that Defendants ACV,
24 DILLINGHAM, COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and
25 each of them, further directed and implemented a plan and pattern of conduct conceived,
26 designed and directed toward convincing Plaintiff GREENE and Plaintiff BIGGERSTAFF,
27 as well as Plaintiffs' friends and acquaintances, that Plaintiff GREENE was required to
28 remain at the ACV premises and was not allowed to exit the gated area of the ACV
premises. Plaintiffs further allege that when Plaintiff GREENE tried to go outside the gated
area, Defendants ACV, DILLINGHAM, BREWSTER, and others and each of them, chased
him down and told him that he was not to leave, alleging that his confinement was for his

1 own safety and protection. Plaintiff GREENE alleges that as a result of said conduct by
2 DEFENDANTS ACV, DILLINGHAM, BREWSTER and others and each of them, Plaintiff
3 was put in fear of physical harm, was and felt intimidated and attacked, and was and
4 remains afraid and fearful he will be chased down and locked up again.

5 29. On or about August, 2008, Defendants MICHAEL BREWSTER and KAREN
6 STAGG-HOURIGAN, as employees of the COUNTY acting in their official capacities as
7 Deputy Public Guardians, did disparage and demean Plaintiff GREENE in his presence
8 and in the presence of others, making and/or ratifying derogatory references to Plaintiff
9 GREENE's sexual orientation and age, stating "you know how those 'gay boys' are", and
10 rolling their eyes and smirking. On or about this same time, Defendant BREWSTER as an
11 employee of the COUNTY acting in his official capacity as Deputy Public Guardians stated
12 verbally in the presence of Plaintiff and others that Plaintiff GREENE's and Decedent's
13 landlord "didn't want queers in his house". After Decedent's death, Defendants
14 BREWSTER and STAGG-HOURIGAN further expressed displeasure at dealing with
15 expressions of grief by a gay man who had lost his long-time partner.

16 30. On or about May 2008 and continuing through the filing of this Complaint,
17 Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, NORTH BAY
18 AUCTIONS, and others and each of them, took possession and control of Plaintiffs' and
19 Decedent's personal property, including but not limited to bank accounts, furniture,
20 vehicles, art, clothing, personal possessions, photographs, furnishings, and other items of
21 monetary and sentimental value, including but not limited to those items described in
22 Paragraph 21, above. Said Defendants failed to secure and protect said property from
23 damage and loss, and further damaged, distributed, sold, took, appropriated for their
24 personal use, and otherwise allowed unknown parties' access to said personal property, all
25 to Plaintiff and Decedent's loss in an amount according to proof.

26 31. On or about May 15, 2008, Defendants COUNTY, LIEDHOLM, STAGG-
27 HOURIGAN, BREWSTER, and others and each of them, at their first meeting with Plaintiff,
28 induced Plaintiff GREENE to execute an Advance Notification of Representative Payment,
naming the Sonoma County Public Guardian as his Representative Payee for the

1 purposes of collecting and disbursing his Social Security benefits, alleging said action was
2 taken at the direction of the Social Security Administration, that said action was necessary
3 and required by law, and that said action was taken in Plaintiff's and Decedent's best
4 interests. Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER and
5 others and each of them falsely represented that Plaintiff GREENE lived alone, could no
6 longer manage his finances, had nominated the OPC to act as his representative, and that
7 he would be moving to a board and care home. Plaintiffs are informed and believe and
8 thereon allege that the Sonoma County Public Guardian was subsequently appointed
9 Representative Payee and remained in that capacity until January 2009.

10 32. On or about May 2008 and continuing through the filing of this Complaint,
11 Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, NORTH BAY
12 AUCTIONS, and others and each of them induced Decedent to execute an Advance
13 Notification of Representative Payment, naming the Sonoma County Public Guardian as
14 his Representative Payee for the purposes of collecting and disbursing his Social Security
15 benefits, alleging said action was taken at the direction of the Social Security
16 Administration. Plaintiffs are informed and believe and thereon allege that the Sonoma
17 County Public Guardian was subsequently appointed Representative Payee and remained
18 in that capacity until SCULL's death in August, 2008.

19 33. Plaintiffs are informed and believe and thereon allege that on or about June
20 2008 and continuing until Decedent SCULL's death in August 2008, Defendants COUNTY,
21 LIEDHOLM, STAGG-HOURIGAN, BREWSTER, DILLINGHAM and ACV separated
22 Plaintiff GREENE and Decedent SCULL, and prevented and discouraged contact between
23 the couple. Plaintiff GREENE was separated from and prevented from visiting with his
24 dying partner, was not apprised of his condition or consulted regarding his care, despite
25 the fact that he was the named health care agent in a valid Medical Directive executed by
26 Decedent SCULL. Said actions by Defendants were reckless, unjustified, and left no-one
27 with superior authority to make medical decisions for Decedent at a time when medical
28 decision-making was inevitable. Furthermore, despite alleging deficits in both men which
would necessitate the appointment of Conservators of the Person to ensure their safety,
OPC did not petition for Conservatorship of the Person for Decedent and only belatedly

1 petitioned for Conservatorship of Plaintiff GREENE. Defendants failed to notify Plaintiff
2 GREENE of Decedent SCULL's deteriorating condition, prevented Plaintiff's presence
3 during Decedent's final hours, and only informed him of his partner's death some days
4 after the fact. Plaintiffs further allege that in August 2008, Defendants STAGG-
5 HOURIGAN and BREWSTER, acting in their official capacity as Deputy Public Guardians
6 and falsely representing they had the authority to control Plaintiff Greene's social contacts,
7 failed and refused to allow his long time friend, Plaintiff BIGGERSTAFF to comfort him or
8 remain with him when he was notified of his partner's passing.

9 34. Plaintiffs are informed and believe and thereon allege that on or about June
10 or July 2008 Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and
11 others and each of them, did forcibly remove Plaintiffs cats, "Sassy" and "Tiger" from
12 Plaintiff and Decedent's residence on Barnett Valley Road, taking possession of the
13 animals without Plaintiff GREENE's consent and over Plaintiff GREENE's objections and
14 entreaties. Plaintiffs are informed and believe and thereon allege that an unknown male
15 employee and agent of Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN,
16 BREWSTER, and others and each of them, did in the course and scope of his
17 employment, and at the direction of other employees and agents of Defendant COUNTY,
18 did remove said cats from said residence, without cause or justification, taking them
19 forcibly by their necks and putting them into a truck in Plaintiff GREENE's presence. Said
20 unknown male employee and agent pushed Plaintiff GREENE to the ground when he told
21 them to stop. Said unknown male employee and agent laughed at Plaintiff and Plaintiff's
22 distress. Said taking was done over Plaintiff GREENE's objections and to his physical
23 and emotional pain and distress. Commencing on or about June 2008 and continuing
24 thereafter through September 2008, said animals were in the custody and control of
25 Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and their agents
26 and employees, who had an obligation to care for and protect said animals/property and to
27 return said property to Plaintiff GREENE in good condition at his request. Defendants
28 COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and their agents and
employees, failed and refused to properly provide for and care for said property/pets. Said
animals were and have been kept from Plaintiff GREENE and their whereabouts unknown

1 to him, at the action and direction of said Defendants, without cause or justification, to
2 Plaintiff GREENE's pain and distress.

3 35. Plaintiffs are informed and believe and thereon allege that on or about June
4 and July 2008, Defendants COUNTY, LIEDHOLM, STAGG-HOURIGAN, BREWSTER,
5 and NORTH BAY AUCTIONS and their agents and employees, did enter Plaintiff
6 GREENE's and Decedent SCULL's residence for the purposes of taking possession of and
7 identifying the personal property of Plaintiff GREENE and Decedent SCULL. Plaintiff is
8 informed and believes and thereon alleges that said employees and agents made
9 comments regarding the quality and desirability of Plaintiff GREENE and Decedent
10 SCULL's property, saying "this would look nice in my living room" and "my wife will love
11 this". Plaintiff is informed and believes and thereon alleges that at that time and
12 subsequently thereafter, said Defendants, and their agents and employees, did remove
13 artwork, furniture, and other personal possessions and property including but not limited to
14 the property described in Paragraph 21, above, from the residence at Barnett Valley Road.
15 Said property was taken without Plaintiffs' knowledge, without their consent, and over their
16 objections. When Plaintiff GREENE intervened and objected to the removal, unknown
17 individuals, agents, and employee's of Defendants laughed at Plaintiff GREENE and
18 denied his right to object to the removal. When Plaintiff GREENE attempted to notify
19 Decedent of the actions of Defendants in removing said property, he was discouraged and
20 prevented from communicating with Decedent and from inquiring after and recovering said
21 property. When family members and friends of Plaintiff GREENE and Decedent attempted
22 to inquire after and recover said property, they were discouraged and prevented from
23 doing so by Defendants COUNTY, BREWSTER, STAGG-HOURIGAN, LIEDHOLM, and
24 NORTH BAY AUCTIONS, among others.

25 36. Plaintiffs are informed and believe and thereon allege that commencing in
26 June 2008 and continuing through August 2008 some or all of Plaintiffs' personal property,
27 including but not limited to the property identified in Paragraph 21, above, was converted
28 to the personal use and enjoyment of Defendants NORTH BAY AUCTIONS, LIEDHOLM,
STAGG-HOURIGAN, BREWSTER, and unknown agents and employees of Defendant
COUNTY, and for their personal financial gain. Plaintiffs are informed and believe and

1 thereon allege that some or all of this property was sold by Defendants COUNTY, STAGG-
2 HOURIGAN, BREWSTER, LIEDHOLM, NORTH BAY AUCTIONS and unknown agents
3 and employees of Defendants COUNTY and NORTH BAY AUCTIONS at public auction
4 for a fraction of its true value, without notice or knowledge to Plaintiffs, without the consent
5 of Plaintiffs, and without legal authority or justification. Plaintiffs further allege that said
6 property was not inventoried or appraised by Defendants COUNTY and LIEDHOLM as
7 required by Probate Code section 2610 et seq.

8 37. Plaintiffs are informed and believe and thereon allege that on or about July
9 2008, Defendant COUNTY entered into a contractual agreement with Defendant NORTH
10 BAY AUCTIONS to sell the personal property of Plaintiffs, including but not limited to the
11 property identified in Paragraph 21, above. Said contract was entered into without the
12 knowledge and consent of Plaintiff GREENE and Decedent, who would not have
13 consented to the contract or the terms therein had they been so advised. Plaintiffs are
14 informed and believe that said contract included a provision for a 25% commission to be
15 paid to NORTH BAY AUCTIONS, that said amount is excessive and not in the best
16 interests of Plaintiffs.

17 38. Plaintiffs are informed and believe and thereon allege that on or about
18 August 2008, Defendant NORTH BAY AUCTIONS did sell at public auction the personal
19 property of Plaintiff GREENE and Decedent, including but not limited to the property
20 identified in Paragraph 21, above, without legal authority, and without Plaintiff and
21 Decedent's knowledge or consent, and to which they would not have consented had they
22 known.

23 39. Plaintiffs are informed and believe and thereon allege that as a proximate
24 result of Defendants COUNTY, STAGG-HOURIGAN, BREWSTER, LIEDHOLM, and
25 NORTH BAY AUCTIONS' wrongful taking of the aforementioned property, including but
26 not limited to the property identified in Paragraph 21, above, Plaintiffs have sustained
27 losses which are the natural, reasonable, and proximate result of the wrongful taking, all to
28 Plaintiffs' damage, in an amount according to proof. During the time of Defendants
wrongful taking of the aforementioned property and the filing of this action, Plaintiffs have

1 properly expended time and money in pursuit of the wrongfully taken property, all to
2 Plaintiffs' further damage in a sum not yet determined. As a further and proximate result of
3 the acts alleged herein, it was necessary for Plaintiffs to employ agents and other
4 attorneys to recover Plaintiffs' property. Plaintiffs are informed and believe and thereon
5 allege that they will incur additional attorneys' fees and expenses in recovering Plaintiffs'
6 property.

7 40. Plaintiffs are informed and believe and thereon allege that at the time
8 Defendants made the representations described herein and engaged in the conduct
9 described herein, they knew that these representations and this conduct would probably
10 cause harm to Plaintiffs and that there was a substantial certainty of damage to Plaintiffs
11 which would result from these representations and this conduct and they were further
12 aware of the probable dangerous and harmful consequences to Plaintiffs of these
13 representations and this conduct. Nevertheless, Defendants recklessly and intentionally
14 made these representations and engaged in this conduct in conscious and deliberate
15 disregard of Plaintiffs' rights and the injurious consequence to Plaintiffs and with the intent
16 to oppress, defraud, and deceive Plaintiffs. Furthermore, Defendants willfully and
17 deliberately failed to avoid the dangerous and harmful consequences to Plaintiffs which
18 would probably result from these representations and conduct, but instead, recklessly,
19 consciously and deliberately disregarded the probable dangerous and harmful
20 consequences to Plaintiffs. Finally, even after demand by Plaintiffs to Defendants that
21 they rectify this conduct and cease these representations, Defendants, with knowledge
22 and notice of Plaintiffs' rights and of the probably dangerous and harmful consequences to
23 Plaintiffs as a result of this conduct and representations and their continued failure to
24 rectify this conduct, nevertheless failed and refused and continue to fail and refuse to
25 rectify this conduct.

26 41. Commencing on or about 2007 and at all times herein complained, and
27 continuing through and to the death of Decedent SCULL and until the filing of the
28 Complaint herein, Defendants COUNTY, LIEDHOLM, WEBER, STAGG-HOURIGAN, and
BREWSTER knew of Plaintiff and Decedent's personal relationship, and with deliberate
callousness and indifference and a desire to humiliate and disparage Plaintiff GREENE

1 and Decedent and their personal relationship, separated them from each other, hindered
2 and interfered with their contact and communication with each other, separated them from
3 their property, including their beloved pet cats, and denied them physical, emotional and
4 financial support of each other, causing great physical and emotional suffering. Plaintiff
5 further alleges that Defendants BREWSTER and STAGG-HOURIGAN did demean and
6 disparage Plaintiff and Decedent including but not limited to the statements and actions set
7 forth in Paragraph 29, above. Plaintiff GREENE further believes and alleges that
8 Defendants BREWSTER and STAGG-HOURIGAN desired to punish him for a reason
9 unknown to Plaintiff GREENE, and make an "example out of him" and that in doing the
10 acts alleged herein and in making the statements alleged herein did so in their capacity as
11 a deputy county conservator/guardian.

12 42. Defendant COUNTY authorized and ratified the wrongful conduct of
13 Defendants LIEDHOLM, STAGG-HOURIGAN and BREWSTER, and others, Defendant's
14 employees and agents, by knowing of and allowing said actions to continue, by
15 implementing and continuing the pattern of conduct, and by further including and
16 incorporating their conclusions and actions in subsequent documents filed with the
17 Sonoma County Superior Court. Plaintiffs are informed and believe and thereon allege
18 that Defendant COUNTY further authorized and ratified said conduct by and through the
19 practices and patterns of the HSD through the guidelines, protocols, and policies designed,
20 implemented, supervised and administered by HSD, and the lack thereof, in services
21 provided to seniors. Plaintiffs are informed and believe and thereon allege that
22 Defendants COUNTY, WEBER, and LIEDHOLM, through the OPC's failure to have
23 adequate training and supervision guidelines in place, further ratified and authorized the
24 wrongful conduct of its agents and employees, both orally and in writing, and allowed said
25 agents and employees, including but not limited to Defendants LIEDHOLM, BREWSTER,
26 and STAGG-HOURIGAN to act in the name and stead of Defendant COUNTY. Plaintiffs
27 are informed and believe and thereon allege that Defendant COUNTY further encouraged
28 and directed said employees and agents, including but not limited to Defendants
LIEDHOLM, BREWSTER, and STAGG-HOURIGAN, to administer cases assigned to OPC
as expeditiously and economically as possible, without regard for the rights and desires of

1 the involved seniors and others, to utilize the services of preferred vendors, regardless of
2 their suitability for a particular individual case, and to manage the estate(s) of the
3 individuals in their care for the convenience of the OPC and Defendant COUNTY.
4 Plaintiffs are informed and believe and thereon allege that Defendant COUNTY, by and
5 through Defendants WEBER and LIEDHOLM, failed to ensure employees under their
6 direction and supervision were adequately trained and advised of changes in the law,
7 including but not limited to changes in the Probate Code, which directly impacted and
8 affected the method and manner in which services are provided to seniors under the care
9 of Defendant COUNTY.

10 43. Defendant AGUA CALIENTE VILLA authorized and ratified the wrongful
11 conduct of Defendant DILLINGHAM, Defendant's employee, in that Defendant ACV
12 allowed and encouraged her management and supervisory style and allowed her to
13 continue and perpetuate the wrongs complained of herein, failing to intervene despite
14 being advised of the wrongs committed. Defendant ACV further authorized and ratified the
15 wrongful conduct of Defendant DILLINGHAM in failing to adequately train and supervise
16 her actions and interactions with clients and seniors, and allowed and encouraged the
17 actions complained of herein.

18 44. Defendant NORTH BAY AUCTIONS authorized and ratified the wrongful
19 conduct of its employees, in that said Defendant allowed and encouraged the comments
20 and conduct complained of, and failed to ensure allowed her to continue and perpetuate
21 the wrongs complained of herein.

22 45. Plaintiffs are informed and believe and thereon allege that the actions of
23 defendants, as described in this complaint, occurred within Sonoma County, California,
24 and constitute "state action" as that term has been interpreted by relevant case law.

25 46. Defendants were guilty of recklessness and oppression and fraud and malice
26 in the commission of the acts of abuse alleged herein.

27
28 47. Plaintiffs are informed and believe and thereon allege that Defendants are

1 guilty of bad faith within the meaning of Probate Code section 859 and an award of twice
2 the amount of the property of the estate, including but not limited to the property described
3 in Paragraph 21, above, that they took, concealed, secreted, appropriated, or disposed of
4 is justified.

5 48. Under Welfare and Institutions Code Section 15657(a), Defendants are liable
6 to plaintiff for reasonable attorneys' fees and costs, which have been devoted to the
7 litigation of this claim.

8 49. On or about February 11, 2009, Plaintiff JANETTE BIGGERSTAFF, as
9 Executor of the Estate of Harold Scull, Deceased, presented a claim to defendant
10 COUNTY OF SONOMA. A copy of the Claim is attached as Exhibit A-1 and made a part
11 hereof. On or about March 16, 2009, defendant COUNTY OF SONOMA rejected plaintiff's
12 claim in its entirety. A copy of the Rejection is attached as Exhibit B-1 and made a part
13 hereof.

14 50. On or about February 11, 2009, Plaintiff CLAY M. GREENE presented a
15 claim to defendant COUNTY OF SONOMA. A copy of this Claim is attached as Exhibit A-
16 2 and made a part hereof. On or about March 16, 2009, defendant COUNTY OF
17 SONOMA rejected plaintiff's claim in its entirety. A copy of the Rejection is attached as
18 Exhibit B-2 and made a part hereof.

19 51. Plaintiffs are informed and believe and thereon allege that Defendant
20 COUNTY and its employees and agents, are and were subject to mandatory duties
21 imposed by the following statutes: Probate Code sections, 1800, 2252, 2253, 2255, 2352,
22 2352.5, 2356.5, 2401, 2540, 2543, 2610, 2620, 2900, 2910, 2920, 2943, 2950, and 2952;
23 Welfare and Institutions Code section 157600 et seq.; Civil Code sections 51, 52, and
24 52.1, and California Rules of Court 7.1059. Plaintiffs are further informed and believe and
25 thereon allege that Defendant COUNTY and its employees and agents, are and were
26 subject to mandatory duties, including but not limited to the duties imposed as a result of
27 their fiduciary relationship to Plaintiff GREENE and Decedent, including but not limited to
28 the obligations imposed by Probate Code section 2101.

1 Social Security on or about May 15, 2008 and continuing until his death in August 2008.
2 Plaintiffs are informed and believe and thereon allege that Defendants managed Decedent
3 SCULL's financial affairs from June 2008 to his death. As such, Defendants enjoyed a
4 confidential or fiduciary relationship with Decedent SCULL, a position they breached for a
5 wrongful use and their own benefit and financial gain.

6 57. Plaintiffs are informed and believe and thereon allege that Defendants
7 initiated a Petition for Conservatorship of Plaintiff CLAY M. GREENE on or about
8 September 2008 until dismissing said Petition on or about November 2008. Plaintiffs are
9 informed and believe and thereon allege that commencing on or about May 15, 2008 and
10 continuing to November 2008, Defendants took possession of the property and assets of
11 Plaintiff; informing Plaintiff they would assist him with management of his estate. Plaintiffs
12 are informed and believe and thereon allege that Defendants enjoyed a confidential
13 relationship with Plaintiff GREENE and managed his financial affairs. As such, Defendants
14 enjoyed a confidential or fiduciary relationship with Plaintiff, a position they breached for
15 their own benefit and financial gain. Said Defendants' breached their fiduciary duty to
16 Plaintiff GREENE by the actions taken and not taken, as described in this Complaint. Said
17 Defendants deliberately and recklessly took, sold and disposed of Plaintiff GREENE's
18 personal property, including but not limited to the property described in Paragraph 21.
19 Said actions were undertaken without authority or consent of Plaintiff, which was not
20 sought or obtained. No inventory of the property was made before sale, no effort was
21 made to determine the value of said property prior to its' disposition, and as a
22 consequence said property sold for less than true value.

23 58. Plaintiffs are informed and believe and thereon allege that Defendants were
24 Representative Payees for purposes of collecting Social Security benefits of CLAY M.
25 GREENE by virtue of their application with the Department of the Treasury, Department of
26 Social Security on or about May 15, 2008 and continuing until on or about January 2009.
27 Plaintiffs are informed and believe and thereon allege that Defendants managed Plaintiff
28 GREENE's financial affairs. As such, Defendants enjoyed a confidential or fiduciary
relationship with Plaintiff, a position they breached for a wrongful use and their own benefit
and financial gain.

1 59. Plaintiffs are informed and believe and thereon allege that Defendants
2 COUNTY, WEBER, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, and others and each
3 of them, at all times relevant to this action, had the care and custody of Decedent
4 HAROLD SCULL and Plaintiff GREENE, had voluntarily undertaken to supervise, arrange,
5 manage and direct the care needs of Decedent SCULL and Plaintiff GREENE. Decedent
6 SCULL and Plaintiff GREENE were induced to and did rely upon Defendants for their basic
7 health, food, clothing, shelter, and personal needs, and the management and control of
8 their personal and financial estates.

9 60. Plaintiffs are informed and believe and thereon allege that Defendants
10 COUNTY, WEBER, LIEDHOLM, STAGG-HOURIGAN, BREWSTER, NORTH BAY
11 AUCTIONS and others and each of them, have taken, secreted and/or appropriated
12 money and property from Decedent and Plaintiff GREENE which were not in the due and
13 lawful performance of Plaintiffs' trust and that said Defendants' converted said money and
14 property for said Defendants' own use. Said Defendants hold or have control of property
15 that belongs to, or is held in express trust or resulting trust, for Plaintiffs. Despite demand
16 and request for transfer of said property to Plaintiffs, said Defendants, without good cause,
17 either continue to hold the property or have failed to make the property readily available to
18 Plaintiffs. Said Defendants knew and should have known that Plaintiffs had the right to
19 have the property transferred or made readily available to Plaintiffs, and based upon
20 information supplied to Defendants, it was obvious to a reasonable person that Plaintiffs
21 had this right.

22 61. The conduct of Defendants and each of them constituted financial abuse
23 under Welfare and Institutions Code section 15657.5 as defined in Welfare and Institutions
24 Code section 15610.30

25 62. Defendants and each of them are guilty of recklessness, oppression, fraud
26 and malice within the meaning of Welfare and Institutions Code section 15657.5 and Civil
27 Code section 3294. An award of punitive and exemplary damages is justified in an amount
28 according to proof.

1 73. Plaintiffs are informed and believe and thereon allege that at all times
2 mentioned herein in the County of Sonoma, State of California, Defendants falsely,
3 fraudulently, and with the intent to deceive and defraud Decedent and Plaintiff GREENE,
4 represented to Decedent and Plaintiff GREENE that they would hold and administer their
5 property for their benefit.
6

7 74. Plaintiffs are informed and believe and thereon allege that in truth and in fact,
8 as Defendants well knew, their representations were false and fraudulent, and Defendants
9 did not intend to hold and administer Decedent's and Plaintiff GREENE's property for their
10 benefit. Defendants did not hold and administer Decedent's and Plaintiff GREENE's
11 property for their benefit, but converted their personal property, including but not limited to
12 bank accounts, furniture and furnishings, beloved pet cats, and personal property, as
13 described in Paragraph 21 herein, the total value of which is unknown to Plaintiffs, to
14 Defendants' own use.
15

16 75. Plaintiffs are informed and believe and thereupon allege that the true facts
17 were known to Defendants at the time of the making of said representations, and
18 Defendants knew the representations to be false and made them to deceive and defraud
19 Decedent and Plaintiff GREENE, and for the purpose of fraudulently inducing Decedent
20 and Plaintiff GREENE to act in reliance upon these representations and to entrust their
21 property to Defendants, and with the intent to prevent Plaintiffs from further inquiry as to
22 Defendants' true motives and desires.
23

24 76. Plaintiffs are informed and believe and thereupon allege that that Decedent
25 and Plaintiff GREENE had trust and confidence in Defendants, and believed in and relied
26 on their honesty, fairness, good faith and superior knowledge, believed the representations
27 to be true, relied on them, and thereby was induced to entrust their property to them and to
28 refrain from taking any action to prevent them from converting their property to Defendants'
own use.

1 and each of them, owed the utmost good faith and fairness to Plaintiff in all matters
2 pertaining to Defendants' conduct with respect to Plaintiff's personal property.
3

4 83. Defendants, and each of them, accepted the reliance of Plaintiffs on the
5 fiduciary and/or confidential relationship.
6

7 84. Defendants, and each of them, breached the aforesaid duty as alleged
8 herein, and in so doing gained an advantage over Plaintiff in matters relating to the
9 management and control of their assets. In particular and without limiting the generality of
10 the foregoing, in breaching said duty(ies) as alleged herein, Defendants, and each of them,
11 are required to disgorge their profits, and Plaintiff is entitled to an award in the amount of
12 these profits, and interest on all such sums from the date of injury.
13

14 85. In performing the acts herein alleged, Defendants acted fraudulently,
15 maliciously, and oppressively, within the meaning of within the meaning of Welfare and
16 Institutions Code section 15657.5 and Civil Code section 3294, thereby justifying an award
17 of punitive damages in an amount according to proof.

18 86. Under Probate Code section 859, Defendants are liable to Plaintiffs' for twice
19 the value of the property recovered pursuant to said section.
20

21 WHEREFORE, Plaintiff seeks relief as set forth below.
22

23 **FIFTH CAUSE OF ACTION**
Constructive Trust

24 (As to Defendants County of Sonoma;
25 Jo Weber; Sally Liedholm; Karen Stagg-Hourigan;
26 Michael Brewster; North Bay Auctions)

27 **A) Constructive Trust -Undue Influence**

28 87. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 60 of
this Complaint as though fully set forth herein.

1 88. Plaintiffs are informed and believe and thereon allege that on or about May
2 2008 and continuing through the filing of this complaint, Defendants took possession,
3 custody and control of the finances and personal property of Plaintiff GREENE and
4 Decedent, including but not limited to the property identified in Paragraph 21, above.

5 89. HAROLD SCULL was fragile and in ill health, and was subject to undue
6 influence. Defendants controlled access to the Decedent SCULL, concealed and
7 controlled and failed and refused to disclose Decedent SCULL's true financial condition to
8 necessary parties, and concealed the nature and extent of their financial dealings with the
9 Decedent SCULL from the Court, Plaintiffs, Executor BIGGERSTAFF and her attorney
10 Ronald Preston.

11 90. CLAY GREENE was distressed due to his partner's health and other issues,
12 the false reports of domestic violence, and under financial and personal pressure due to
13 Defendant's blocking access to his and his long-time partner's funds, was under the
14 control of Defendants and was subject to their undue influence. Defendants controlled
15 access to the Plaintiff, concealed and controlled and failed and refused to disclose
16 Plaintiff's true financial condition to necessary parties, and concealed the nature and
17 extent of their financial dealings with the Plaintiff GREENE from the Court, Plaintiffs and
18 Plaintiff's attorneys and agents and friends and interested parties.

19 91. Prior to and at the times complained of herein, Decedent was in poor health,
20 elderly and susceptible to undue influence. Defendants gained a grossly oppressive and
21 unfair advantage over Decedent's physical, mental and emotional state, occupied a close
22 and confidential relationship with the Decedent, and isolated him from Plaintiff GREENE
23 and others for the purpose of controlling Decedent and making him subject to their own
24 control, influence and direction. These acts were for the purpose and had the effect of
25 making Decedent totally reliant on Defendants, and allowing Defendants to take complete
26 control of all of Decedent's assets and direct his financial affairs for their own purposes.

27 92. Prior to and at the times complained of herein, Plaintiff GREENE was elderly
28 and susceptible to undue influence. Defendants gained a grossly oppressive and unfair

1 advantage over Plaintiff's physical, mental and emotional state, occupied a close and
2 confidential relationship with Plaintiff and isolated him from Decedent who was his long-
3 time partner, his family, friends and others, transported Plaintiff GREENE to ACV, took
4 custody and control of his motor vehicle and his financial affairs, for the purpose of
5 controlling Plaintiff GREENE and making him subject to their own control, influence and
6 direction. These acts were for the purpose and had the effect of making Plaintiff GREENE
7 totally reliant on Defendants, and allowing Defendants to take complete control of all of
8 Plaintiff GREENE's assets and direct his financial affairs for their own purposes.

9 93. Further, Defendants were fiduciaries of Decedent and Plaintiff GREENE in
10 that they were named as representative payees for purposes of controlling and managing
11 Decedent's and Plaintiff GREENE's Social Security Benefits. Defendants also petitioned
12 for and acted as Conservators of Decedent from June 2008 until his death and petitioned
13 for and did not withdraw their Petition for Conservatorship of Plaintiff GREENE from
14 September 2008 until November 2008. Defendants further assisted and advised Decedent
15 and GRENE in the management of their financial affairs and actively managed their affairs
16 for them.

17 94. Plaintiffs are informed and believe and thereon allege the actions taken and
18 the documents executed were not accomplished through an exercise of free will by
19 Decedent and Plaintiff GREENE but through the undue influence of Defendants.

20 95. Beginning on or about April 2008 and continuing until present, Defendants
21 engaged in a course of conduct toward Decedent and GREENE designed for their own
22 benefit in that:

23 a. Defendants undertook a campaign to isolate Decedent SCULL and
24 GREENE from each other, from outside influences, including family, close friends, and
25 others;

26 b. Defendants seized and converted Decedent SCULL and GREENE's
27 personal property, furnishings, clothing, motor vehicles, bank accounts, and their beloved
28 cats, for their own personal use and advantage;

1 c. Defendants concealed the nature and extent of their financial
2 mismanagement and manipulations of Decedent and Plaintiff GREENE's assets from
3 Decedent, Plaintiff GREENE, friends, interested parties, the Sonoma County Superior
4 Court, and other family members;

5 d. Defendants undertook to change Decedent's residence and Plaintiff
6 GREENE's residence to separate addresses to facilitate their control over Decedent and
7 Plaintiff GREENE and to isolate them from each other and from other close family and
8 friends; and

9 e. Defendants failed to marshal or inventory said property, including but
10 not limited to the property listed in Paragraph 21, under their voluntary custody and control,
11 and failed to account to Plaintiffs for the value of said property, paid excessive
12 commissions and costs, and otherwise acted in a manner unfavorable to Decedent and
13 Plaintiff GREENE and unfavorable to Decedent's interests and Plaintiff GREENE's
14 interests and to the benefit of Defendants and their agents and employees.

15
16 96. At the times complained of herein; Decedent and Plaintiff GREENE were
17 under the continued influence of Defendants to such an extent that the documents
18 executed and the actions undertaken were not the free and voluntary acts of Decedent and
19 Plaintiff GREENE, but were procured by Defendants' acts and pressure on Decedent and
20 Plaintiff GREENE, amounting to undue influence.

21 97. Plaintiffs are informed and believe and thereupon allege that by reason of the
22 manner by which Defendants have obtained such property, and the receipts and profits
23 thereon, Defendants are involuntary trustees holding such property, and the receipts and
24 profits thereon, in a constructive trust for Plaintiffs with the duty to reconvey the same to
25 Plaintiffs forthwith.

26 98. Plaintiffs have no adequate remedy at law and imposition of a constructive
27 trust is required to avoid the perpetration of a fraud upon Plaintiffs and the unjust
28 enrichment of Defendants.

1 115. Prior to the interference of Defendants in his daily life, Plaintiff was given no
2 notice of any improper conduct on his part, nor was Plaintiff afforded any hearing or
3 opportunity to protest the proposed actions. Even after the removal from his residence,
4 Plaintiff has been afforded no procedural protection whatsoever. Specifically, plaintiff was
5 never given a chance to present the facts or propose an alternative action. Additionally,
6 plaintiff's dignity would not have been impugned by the forced removal from his residence,
7 the taking of his personal property and beloved cats, in front of Plaintiff's neighbors, all
8 without Plaintiff being afforded any chance to present his version of events or propose
9 alternative actions. By removing Plaintiff from his home and removing him to a board and
10 care home and taking all of his personal property, including but not limited to the property
11 described in Paragraph 21, without his consent, over his objections, and without any
12 procedural protection whatsoever and by failing and refusing to afford Plaintiff notice and a
13 fair and reasonable opportunity to respond to the proposed actions; Defendants deprived
14 plaintiff of liberty without due process of law in violation of article I, section 7(a) of the
15 California Constitution.

16 116. As a direct and proximate result of defendants' action, Plaintiff suffered
17 serious injury, including but not limited to extreme embarrassment, humiliation, anxiety,
18 ridicule, physical upset and emotional distress as well as the deprivation of use of
19 Plaintiff's motor vehicle and personal property, the deprivation of the care and
20 companionship of his lover and partner, the deprivation of the care and companionship of
21 his beloved pets. The full extent of plaintiff's injuries is not known at this time, but Plaintiff
22 is informed and believes that the amount of these damages exceeds the jurisdictional
23 minimum established for this court. Plaintiff will amend this complaint to set forth the full
24 nature and extent of plaintiff's damages once they have been ascertained with particularity.
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26 117. Under Probate Code section 859, Defendants are liable to Plaintiffs' for twice
27 the value of the property recovered pursuant to said section.
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WHEREFORE, Plaintiff seeks relief as set forth below.

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EIGHTH CAUSE OF ACTION
Violation of Federal Due Process Clause

(As to Defendants County of Sonoma,
Jo Weber; Sally Liedholm; Karen Stagg-Hourigan; Michael Brewster)

118. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of this Complaint as though fully set forth herein.

119. By seizing Plaintiffs' property, including but not limited to the property identified in Paragraph 21, without first providing notice and an opportunity to be heard on the question of ownership and the right to sell or otherwise dispose of said property; Defendants deprived Plaintiff GREENE of his property without due process of law in violation of the Fourteenth Amendment to the United States Constitution.

120. Prior to the interference of Defendants in his daily life, Plaintiff GREENE was given no notice of any improper conduct on his part, nor was Plaintiff GREENE afforded any hearing or opportunity to protest the proposed actions. Even after the removal from his residence, Plaintiff has been afforded no procedural protection whatsoever. Specifically, Plaintiff was never given a chance to present the facts or propose an alternative action. Additionally, plaintiff's dignity would not have been impugned by the forced removal from his residence, the taking of his personal property and beloved cats, in front of Plaintiff's neighbors, all without Plaintiff being afforded any chance to present his version of events or propose alternative actions. By removing Plaintiff from his home and removing him to a board and care home and taking all of his personal property, including but not limited to the property described in Paragraph 21, without his consent, over his objections, and without any procedural protection whatsoever and by failing and refusing to afford Plaintiff notice and a fair and reasonable opportunity to respond to the proposed actions, Defendants deprived plaintiff of liberty without due process of law in violation of the Fourteenth Amendment to the United States Constitution.

WHEREFORE, plaintiff prays for relief as set forth below.

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TENTH CAUSE OF ACTION
Negligent Infliction of Emotional Distress

(As to Defendants County of Sonoma,
Jo Weber; Sally Liedholm; Karen Stagg-Hourigan; Michael Brewster;
Kim Dillingham; Agua Caliente Villa)

127. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of this Complaint as though fully set forth herein.

128. By undertaking the acts and conduct set forth herein, Defendants assumed a duty to do so with care.

129. Because Decedent and Plaintiff GREENE expected and relied upon Defendants to provide assistance, Decedent and Plaintiff GREENE made no other arrangements for assistance such as involving close friends or family members and professional fiduciaries in the management of their financial affairs.

130. Defendants, in breach of the duty described above, negligently and carelessly handled Decedent's and Plaintiff GREENE's financial affairs, incurring unnecessary costs and expenses, otherwise burdening Decedent and Plaintiff GREENE with unnecessary and excessive debts, and diverting and using Decedent's and Plaintiff GREENE's financial resources and assets for Defendant's own use.

131. As a direct and proximate result of Defendants negligence and carelessness, Decedent and Plaintiff GREENE suffered financial losses and emotional and physical distress in an amount and manner according to proof.

132. Defendants were guilty of recklessness and oppression and fraud and malice in the commission of the acts of abuse alleged herein.

133. In performing the acts herein alleged, Defendants acted fraudulently, maliciously, and oppressively, within the meaning of Welfare and Institutions Code section 15657.5 and Civil Code section 3294, thereby justifying an award of punitive damages in an amount according to proof.

1 WHEREFORE, Plaintiff seeks relief as set forth below.
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3 **ELEVENTH CAUSE OF ACTION**
4 **Unruh Civil Rights Act**

5 (As to Defendants County of Sonoma and Agua Caliente Villa)

6 134. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of
7 this Complaint as though fully set forth herein.
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9 135. Defendant COUNTY OF SONOMA, operating by and through the Human
10 Services Department is engaged in providing services and support to seniors, the
11 disabled, and others. As such, Defendant COUNTY OF SONOMA is a business and
12 public accommodation as defined by Civil Code section 51.

13 136. Defendant AGUA CALIENTE VILLA is engaged in the business of providing
14 residential care and nursing services to seniors and the disabled. As such, Defendant
15 AGUA CALIENTE VILLA is a business and public accommodation as defined by Civil
16 Code section 51.

17 137. By their refusal to acknowledge the on-going relationship between Decedent
18 and Plaintiff, by refusing and allowing Plaintiff GREENE contact and communication with
19 his partner, solely on the basis of Plaintiff's sexual orientation, Defendants have violated
20 Plaintiff GREENE's rights to be free from sexual orientation discrimination in their access
21 to the full and equal advantages, privileges, and facilities of a business establishment as
22 guaranteed by Civil Code section 51.

23 138. Defendants' violation of plaintiff's rights as guaranteed by Civ. Code, § 51
24 entitles plaintiff to receive compensatory damages, attorney's fees, and injunctive relief, all
25 of which are provided for in Civ. Code, § 52 and are prayed for below.
26

27 139. In doing the acts alleged in this complaint, defendants knew or should have
28 known that their actions were likely to injure plaintiff. Plaintiff is informed and believes, and

1 on that basis alleges, that defendants intended to cause serious injury to plaintiff and acted
2 with a willful and conscious disregard of plaintiff's rights as secured by Civ. Code, § 51,
3 thereby entitling plaintiff to recover treble damages, or a minimum of \$4000, pursuant to
4 Civ. Code, § 52, subd. (a).

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6 140. Defendants were guilty of recklessness and oppression and fraud and malice
7 in the commission of the acts of abuse alleged herein.

8 141. In performing the acts herein alleged, Defendants acted fraudulently,
9 maliciously, and oppressively, within the meaning of Welfare and Institutions Code section
10 15657.5 and Civil Code section 3294, thereby justifying an award of punitive damages in
11 an amount according to proof.

12 WHEREFORE, Plaintiff seeks relief as set forth below.

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14 **TWELFTH CAUSE OF ACTION**
15 **Violation of Patient's Bill of Rights**

16 (As to Defendants Kim Dillingham and Agua Caliente Villa)

17 142. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of
18 this Complaint as though fully set forth herein.

19 143. At the times complained of herein, Plaintiff GREENE was a resident of
20 Defendant's facility at 17250 Vailetti Drive, County of Sonoma.

21
22 144. On or about June 2008 and continuing through November 2008, Defendants
23 did deny Plaintiff GREENE those basic rights commonly known as "the Patient's Bill of
24 Rights" including but not limited to making disparaging and demeaning comments
25 concerning his mental functioning, disclosed his private medical information without his
26 consent, interfered with his social relationships and freedom of movement and
27 communication, interfered with his mail, called him a "crazy old man" and told him to "go to
28 his room", refused to allow him to leave the facility or go for a walk, laughed at him and
otherwise humiliated and embarrassed him.

1 elders, which provide for relocation of the elder from his residence without prior notice
2 having been given and without the individual being given a right to contest the relocation or
3 propose alternative arrangements in a hearing of any sort, violate Due Process of law as
4 guaranteed by the United States and California Constitutions.

5 151. Unless the court issues an appropriate declaration of rights, the parties will
6 not know whether Defendants' policies and actions complies with the due process clauses
7 of the United States and California Constitutions, and there will continue to be disputes
8 and controversy surrounding the defendants' policies. In addition, hundreds of elders
9 residing in Sonoma County in California may potentially be illegally deprived of their
10 property and rights for an extended period of time based on false claims, with no
11 opportunity for a reasonably prompt hearing at which they can make their position known
12 and receive adequate protection under the law.

13
14 152. Therefore, Plaintiffs requests a court determination of the rights and
15 responsibilities of the parties with respect to the personal property, including motor
16 vehicles, bank accounts and personal property.

17 WHEREFORE, Plaintiff seeks relief as set forth below.
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20 **FOURTEENTH CAUSE OF ACTION**
21 **Accounting**

22 (As to Defendants County of Sonoma; Jo Weber; Sally Liedholm;
23 Karen Stagg-Hourigan; Michael Brewster; North Bay Auctions)

24 153. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of
25 this Complaint as though fully set forth herein.

26 154. Plaintiffs are informed and believe and thereon allege that as a result of the
27 aforementioned actions, Defendants have received Plaintiff and Decedent's personal
28 property, including but not limited to motor vehicles, bank accounts, government benefits,

1 personal property as described in Paragraph 21, and other property the total value of
2 which is unknown by Plaintiffs, which is due to Plaintiffs and Decedent from Defendants as
3 previously alleged.

4 155. The value and amount of Plaintiff's and Decedent's personal property,
5 including but not limited to, motor vehicles, bank accounts, government benefits, personal
6 property, and other property, due from Defendants to Decedent and Plaintiffs is unknown
7 to Plaintiffs and cannot be ascertained without an accounting of the receipts and
8 disbursements of the aforementioned accounts and transactions.

9 156. Plaintiffs have demanded an accounting of the aforementioned transactions
10 and accounts from Defendants, and return of all of Plaintiff's and Decedent's property, but
11 Defendants have failed and refused, and continue to fail and refuse, to render such an
12 accounting and return such property.

13
14 WHEREFORE, Plaintiff seeks relief as set forth below.

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16 **FIFTEENTH CAUSE OF ACTION**
17 **Conversion**

18 (As to Defendants County of Sonoma;
19 North Bay Auctions; Jo Weber; Sally Liedholm;
20 Karen Stagg-Hourigan; Michael Brewster;)

21 157. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of
22 this Complaint as though fully set forth herein.

23 158. At all times mentioned herein, Decedent and Plaintiffs were and still are the
24 owner with right to possession of and were and still are entitled to possession of the
25 personal property of Plaintiff GREENE and Decedent, including but not limited to motor
26 vehicles, bank accounts, government benefits, personal property as described in
27 Paragraph 21, and other property, having a value in excess of the minimum jurisdictional
28 amounts of this court.

1 engage in the acts herein alleged, including fabricating and falsifying documents and
2 testimony.

3 166. As a proximate result of Defendants conspiracy, Plaintiffs have incurred
4 financial losses and suffered severe emotional distress.

5
6 167. In performing the acts herein alleged, Defendants acted fraudulently,
7 maliciously, and oppressively, within the meaning of Civil Code section 3294, thereby
8 justifying an award of punitive damages in an amount according to proof.

9 168. Defendants were guilty of recklessness and oppression and fraud and malice
10 in the commission of the acts of abuse alleged herein.

11
12 169. Under Probate Code section 859, Defendants are liable to Plaintiffs' for twice
13 the value of the property recovered pursuant to said section.

14
15 WHEREFORE, Plaintiff seeks relief as set forth below.

16
17 **SEVENTEENTH CAUSE OF ACTION**
18 **False Imprisonment**
19 **(As to All Defendants)**

20 170. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of
21 this Complaint as though fully set forth herein.

22
23 171. As a proximate result of the acts of Defendants, and each of them, Plaintiff
24 GREENE was injured in his health, strength, and activity, sustaining insult and injury to his
25 body and shock and injury to his nervous system and person, including but not limited to
26 stress, sleeplessness, confusion, depression, and anxiety.

27 172. As a further proximate result of the acts of Defendants, and each of them, as
28 herein alleged, plaintiff was required to and did employ medical and psychological

1 professionals for examination, treatment and care of these injuries and did incur medical
2 and incidental expenses as a result. As a proximate result of the acts of Defendants and
3 each of them as herein alleged, Plaintiff has incurred and will incur, further medical and
4 incidental expenses for the care and treatment of these injuries, the exact amount of which
5 is unknown at the present time.

6 173. The acts of Defendants and each of them as herein alleged were willful,
7 wanton, malicious, reckless, and oppressive, and justify the awarding of punitive damages.
8

9 WHEREFORE, Plaintiff seeks relief as set forth below.
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11 **EIGHTEENTH CAUSE OF ACTION**
12 **Negligence**
13 **(As to All Defendants)**

14 174. Plaintiffs repeat and incorporate by reference Paragraphs 1 through 53 of
15 this Complaint as though fully set forth herein.
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17 175. The harm perpetrated by Defendants, and each of them, was not readily
18 discovered by Plaintiffs.

19 176. Defendants, and each of them, owed a duty of care to Plaintiffs while acting
20 as fiduciaries for Plaintiffs, and Defendants, and each of them, have breached that duty of
21 care.
22

23 177. As a result of Defendants' negligence, Plaintiffs were injured.

24 WHEREFORE, Plaintiff seeks relief as set forth below.

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1 184. At all times mentioned herein, defendants AGUA CALIENTE VILLA and
2 COUNTY OF SONOMA, as care custodians, were subject to the requirements of State,
3 County and City law.

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5 185. In doing the things herein alleged, AGUA CALIENTE VILLA, COUNTY OF
6 SONOMA and DOES1-10, and each of them, acted as the agents, servants, and
7 employees of their co-defendants, and each acted within the scope and course of said
8 agency and employment and with the knowledge, consent and approval of their co-
9 defendants, who ratified their conduct. At all times herein mentioned, AGUA CALIENTE
10 VILLA, through its owner(s), administrator(s), and licensee(s) had knowledge of, ratified,
11 and/or otherwise authorized all of the acts or omissions that caused the injuries suffered by
12 plaintiff CLAY M. GREENE, as more specifically set forth in this complaint. At all times
13 herein mentioned, COUNTY OF SONOMA, through its employees and agents, had
14 knowledge of, ratified, and/or otherwise authorized and approved all of the acts or
15 omissions that caused the injuries suffered by plaintiff CLAY M. GREENE, as more
16 specifically set forth in this complaint.

17 186. At all times relevant to this action defendant AGUA CALIENTE VILLA and
18 DOES 1-10 had the care and custody of plaintiff CLAY M. GREENE in that defendants
19 were operating a residential care facility for the elderly, and/or providing care to elderly
20 individuals such as plaintiff GREENE.

21 187. At all times relevant to this action defendant COUNTY OF SONOMA and
22 DOES 1-10 had the care and custody of plaintiff CLAY M. GREENE in that defendant
23 COUNTY removed GREENE from his home, deprived him of his clothing, his furniture and
24 other possessions, his means of transportation, as well as access to his own money, and
25 forced or induced him to reside at defendant AGUA CALIENTE VILLA.

26 188. At all times relevant to this action plaintiff CLAY M. GREENE was over 65
27 years of age and was an "elder" under the provisions of *Welfare & Institutions Code*
28 § 15610.27. At all times relevant to this action defendants were "care custodians" under