

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Paul V. Gallegos CSBN 161408 GALLEGOS LAW FIRM 804 Third Street, Suite C Eureka, CA 95501 TELEPHONE NO.: (707) 441-8477 FAX NO.(Optional): (707) 441-8479 E-MAIL ADDRESS (Optional): thegallegoslawfirm@outlook.com ATTORNEY FOR (Name): HUMBOLDT REDWOOD HEALING and THOMAS MULDER	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">FILED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">OCT 21 2016</div> SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT
SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT STREET ADDRESS: 825 Fifth Street MAILING ADDRESS: CITY AND ZIP CODE: Eureka, CA 95501 BRANCH NAME: Main	
PLAINTIFF: HUMBOLDT REDWOOD HEALING and THOMAS MULDER DEFENDANT: JOHN RAY FORD	
<input checked="" type="checkbox"/> DOES 1 TO 5	
<div style="text-align: center; font-weight: bold;">CONTRACT</div> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">DR 160544</div>

1. **Plaintiff* (name or names):** HUMBOLDT REDWOOD HEALING and THOMAS MULDER
 alleges causes of action against **defendant* (name or names):** JOHN FORD and DOES 1 through 5

2. This pleading, including attachments and exhibits, consists of the following number of pages:

3. a. Each plaintiff named above is a competent adult
 except plaintiff (name): HUMBOLDT REDWOOD HEALING
 (1) a corporation qualified to do business in California
 (2) an unincorporated entity (describe):
 (3) other (specify): HUMBOLDT REDWOOD HEALING is a California Nonprofit Mutual Benefit Corporation, entity No.: C3827946

b. Plaintiff (name):
 a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 b. has complied with all licensing requirements as a licensed (specify):
 c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person
 except defendant (name): DOES 1 through 5
 (1) a business organization, form unknown
 (2) a corporation
 (3) an unincorporated entity (describe):
 (4) a public entity (describe):
 (5) other (specify): status currently unknown

except defendant (name):
 (1) a business organization, form unknown
 (2) a corporation
 (3) an unincorporated entity (describe):
 (4) a public entity (describe):
 (5) other (specify):

*If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.



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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): 1 through 5 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 1 through 5 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):
5. Plaintiff is required to comply with a claims statute and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):
6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.
7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- Breach of Contract
- Common Counts
- Other (specify): SECOND CAUSE OF ACTION - Intentional Tort - Conversion and/or Embezzlement
9. Other allegations:
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: \$ 150,000
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): _____ percent per year from (date): _____
- c. attorney's fees
- (1) of: \$ _____
- (2) according to proof.
- d. other (specify): Exemplary Damages - See Exemplary Damages Attachment, Page 5
11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers): BC-1 through BC-4, IT-1 and EX-1

Date: October 20 2016

Thomas Mulder, President, HUMBOLDT REDWOOD HEALING
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

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FIRST _____

(number)

CAUSE OF ACTION-Breach of ContractATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): HUMBOLDT REDWOOD HEALING and THOMAS MULDER

alleges that on or about (date): February 2016 through October 2016

a written oral other (specify):

agreement was made between (name parties to agreement) THOMAS MULDER as President for HUMBOLDT REDWOOD HEALING and JOHN FORD and DOES 1-5

 A copy of the agreement is attached as Exhibit A, or The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

John Ford, and DOES 1 through 5, agreed that he/they would obtain insurance policies for HUMBOLDT REDWOOD HEALING on being provided necessary funds for the purchase of those policies by HUMBOLDT REDWOOD HEALING. HUMBOLDT REDWOOD HEALING provided requested funds necessary to purchase those insurance policies to defendant, John Ford, in an amount exceeding \$50,000.00 on the promise that those funds would be used to purchase and pay for those insurance policies.

BC-2. On or about (dates): February through October 2016

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Plaintiff is informed, and believes thereon, that none of those funds were used to obtain and/or purchase insurance policies for HUMBOLDT REDWOOD HEALING and, instead, all or some of those funds were misappropriated and/or embezzled, as defined by Penal Code sections 503, 506 and/or 508, by defendant, John Ford, and/or DOES 1 through 5.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

 as stated in Attachment BC-4 as follows (specify):

Plaintiff suffered the loss of all funds provided to plaintiff, John Ford, and DOES 1 through 5, and suffered all foreseeable losses associated with not having necessary insurance for their business activities.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.BC-6. Other:

Plaintiff is entitled and requests all other damages provided by law according to proof.

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SECOND **CAUSE OF ACTION- Intentional Tort**

Page 4

(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

IT-1. Plaintiff (name): HUMBOLDT REDWOOD HEALING and THOMAS MULDER
alleges that defendant (name): JOHN FORD, and

Does 1 to 5

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant intentionally caused the damage to plaintiff

on (date): From February 2016 - October 2016

at (place): Humboldt County, California

(description of reasons for liability):

Plaintiff, JOHN FORD, and DOES 1 through 5, intentionally and maliciously converted and/or embezzled moneys from HUMBOLDT REDWOOD HEALING and THOMAS MULDER, as defined by Penal Code sections 503, 506 and/or 508.

Specifically:

1. HUMBOLDT REDWOOD HEALING and THOMAS MULDER entrusted sums in excess of \$50,000.00 to JOHN FORD and DOES 1 through 5.
2. HUMBOLDT REDWOOD HEALING and THOMAS MULDER entrusted those sums to JOHN FORD and DOES 1 through 5 because they trusted JOHN FORD and DOES 1 through 5.
3. JOHN FORD and DOES 1 through 5, fraudulently converted and/or used those sums for his/her/their own benefit.
4. When JOHN FORD and DOES 1 through 5 converted and/or used those sums he/she/they intended to permanently deprive HUMBOLDT REDWOOD HEALING and THOMAS MULDER of its use.
5. By doing the above acts, JOHN FORD and DOES 1 through 5 took undue advantage of HUMBOLDT REDWOOD HEALING and THOMAS MULDER and caused loss to HUMBOLDT REDWOOD HEALING and THOMAS MULDER by depriving them of the use of the entrusted sums, depriving them of insurance coverage and exposing them to business and personal loss and by breaching JOHN FORD's and DOES 1 through 5's position of trust.

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Exemplary Damages Attachment

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ATTACHMENT TO Complaint Cross-Complaint

EX-1. As additional damages against defendant (*name*):
JOHN FORD and DOES 1 through 5

Plaintiff alleges defendant was guilty of

- malice
 fraud
 oppression

as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

See, Second Cause of Action - Intentional Tor, Page 4

To wit:

Plaintiff, JOHN FORD, and DOES 1 through 5, intentionally and maliciously converted and/or embezzled moneys from HUMBOLDT REDWOOD HEALING and THOMAS MULDER, as defined by Penal Code sections 503, 506 and/or 508.

Specifically:

1. HUMBOLDT REDWOOD HEALING and THOMAS MULDER entrusted sums in excess of \$50,000.00 to JOHN FORD and DOES 1 through 5.
2. HUMBOLDT REDWOOD HEALING and THOMAS MULDER entrusted those sums to JOHN FORD and DOES 1 through 5 because they trusted JOHN FORD and DOES 1 through 5.
3. JOHN FORD and DOES 1 through 5, fraudulently converted and/or used those sums for his/her/their own benefit.
4. When JOHN FORD and DOES 1 through 5 converted and/or used those sums he/she/they intended to permanently deprive HUMBOLDT REDWOOD HEALING and THOMAS MULDER of its use.
5. By doing the above acts, JOHN FORD and DOES 1 through 5 took undue advantage of HUMBOLDT REDWOOD HEALING and THOMAS MULDER and caused loss to HUMBOLDT REDWOOD HEALING and THOMAS MULDER by depriving them of the use of the entrusted sums, depriving them of insurance coverage and exposing them to business and personal loss and by breaching JOHN FORD's and DOES 1 through 5's position of trust.

For which HUMBOLDT REDWOOD HEALING and THOMAS MULDER are entitled to exemplary damages in an amount to be determined according to proof at trial.

EX-3. The amount of exemplary damages sought is

- a. not shown, pursuant to Code of Civil Procedure section 425.10.
b. \$