

Darren J. Campbell, Bar No. 223088  
Chris M. Heikaus Weaver, Bar No. 231907  
**Aitken Campbell Heikaus Weaver, LLP**  
2030 Main St., Suite 1300  
Irvine, California 92614  
Telephone: (949) 236-4626  
Facsimile: (949) 271-4046

Attorneys for Plaintiff  
Michelle McKinney

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE** Judge John Gastelum

Michelle McKinney, an individual,

Plaintiff,

v.

Piecemakers, a general partnership;  
Douglas Follette, an individual; Brenda  
Stanfield, an individual; and DOES 1  
through 150, inclusive,  
Defendants.

) Case No. 30-2018-00983085-CU-OE-CJC

) **COMPLAINT AND DEMAND FOR**  
) **JURY TRIAL**

- ) **1. FAILURE TO PAY MINIMUM**  
) **WAGE (LABOR CODE §§ 203, 1194,**  
) **and 1197, et seq. and Wage Order No.**  
) **7);**  
) **2. FAILURE TO PAY OVERTIME**  
) **WAGES (LABOR CODE §§ 203, 510,**  
) **1194, 1198);**  
) **3. FAILURE TO PROVIDE ITEMIZED**  
) **WAGE STATEMENTS (CAL.**  
) **LABOR CODE § 226);**  
) **4. FAILURE TO PROVIDE MEAL AND**  
) **REST PERIODS (LABOR CODE §§**  
) **226.7, 512);**  
) **5. DEPENDENT ADULT ABUSE**  
) **(CALIFORNIA WELFARE &**  
) **INSTITUTIONS CODE §§ 15610 et**  
) **seq);**  
) **6. INTENTIONAL INFLICTION OF**  
) **EMOTIONAL DISTRESS;**  
) **7. BREACH OF FIDUCIARY DUTY;**  
) **8. ACCOUNTING;**  
) **9. DECLARATORY RELIEF; and**  
) **10. UNFAIR COMPETITION**  
) **(BUSINESS & PROFESSIONS CODE**  
) **§§ 17200 ET SEQ).**

1 **GENERAL ALLEGATIONS**

2 1. For more than 30 years, Piecemakers has been a cult operating in the midst of suburban Orange  
3 County. Its leaders, including the now-deceased Marie Kolasinski, have believed themselves above the  
4 law. And while its leaders may make certain claims to holiness, the cult’s main aims are commercial – it  
5 runs several businesses, using its members as a source of free labor.

6 2. Plaintiff Michelle McKinney was under the sway of Piecemakers for two decades. She worked  
7 long hours at the Piecemakers business. In exchange, she received no wages whatsoever, but instead a  
8 minimal “allowance” of about \$10 a week or less. She saw no benefit from her labors. She also never saw  
9 the food stamps that Piecemakers collected on her behalf, without her knowledge. She was denied any  
10 interest in the valuable real estate and assets held by Piecemakers and its leadership. Thus, when she finally  
11 gathered up the courage to leave after many years, she did so without a penny to her name, unable even to  
12 draw social security as Piecemakers never contributed anything to social security on her behalf.

13 3. Piecemakers, however, is not above the law. Michelle McKinney was its employee. It was required  
14 to follow all labor laws, including paying minimum wage and overtime. As a vulnerable and dependent  
15 adult, Piecemakers and its leaders were required not to take advantage of her. As a putative part-owner of  
16 the business, Piecemakers and its leaders were required to give her her fair share of the business, its  
17 property, and its profits.

18 **THE PARTIES**

19 4. At all times material to this Complaint, Plaintiff Michelle McKinney (hereinafter “Plaintiff”), was a  
20 resident of Orange County, California.

21 5. At all times material to this Complaint, Defendant Piecemakers was and is a general partnership  
22 doing business in Orange County, California (hereinafter “Piecemakers”). Plaintiff is informed and  
23 believes that Piecemakers is the successor in interest of previous entities that carried on the same business,  
24 including without limitation Piecemakers, LLC.

25 6. At all times material to this Complaint, Defendant Douglas Follette was a resident of Orange  
26 County, California.

27 7. At all times material to this Complaint, Defendant Brenda Stanfield was a resident of Orange  
28 County, California.

1 8. Plaintiff is informed and believes, and thereon alleges, that Defendants, and each of them, including  
2 those designated herein as DOES 1 through 150, inclusive, are responsible in some manner for the  
3 occurrences and happenings, as well as such acts and omissions as are more fully alleged herein, and that  
4 Plaintiff's injuries, damages and losses, as alleged below, were and are the direct and proximate result of the  
5 actions or omissions of said Defendants.

6 9. Furthermore, each of the Defendants are sued as the principals, agents, partners, servants,  
7 employees, officers, directors, subsidiaries, corporate affiliates, alter egos, conspirators and co-conspirators,  
8 joint ventures of each of the remaining Defendants. Each of the Defendants were acting within the course,  
9 scope and authority of such relationship, and with the knowledge, consent, approval or ratification of the  
10 remaining Defendants.

11 10. Does 1 through 150 are sued under the fictitious names pursuant to the Code of Civil Procedure  
12 section 474. Plaintiff is informed and believes and on that basis alleges, that each Defendant sued under  
13 such fictitious names is in some manner responsible for the wrongs and damages as alleged below, and in  
14 so acting was functioning as the agent, servant, partner and employee of the other Defendants and in doing  
15 the actions mentioned below was acting within the course and scope of his or her authority as such agent,  
16 servant, partner, and employee with the permission and consent of the other Defendants.

### 17 FACTUAL ALLEGATIONS

18 11. Plaintiff first became involved with Piecemakers over 30 years ago by happenstance – her family  
19 happened to be neighbors with the Piecemakers' leader Marie Kolasinski. Plaintiff's mother had a brief  
20 association with Piecemakers before realizing the abusive nature of the organization and leaving. Plaintiff  
21 stayed on a bit longer, but she too left with the assistance of another former member in approximately 1987.

22 12. Unfortunately, a decade later in 1997, Plaintiff encountered difficulties in life. In a desperate  
23 situation in Washington, where she had moved, she reached out to Piecemakers for help. Seeing a  
24 vulnerable individual, Piecemakers offered a place for Plaintiff to go when she felt she had nowhere else.

25 13. But the abuse by Piecemakers began almost immediately. Piecemakers was separated from her  
26 minor daughter who was given a sort of surrogate "mother." When Plaintiff's daughter encountered  
27 adolescent difficulties, she was kicked out of Piecemakers and forced to leave. Showing the extent of the  
28 Piecemakers' brainwashing, Plaintiff stayed while her daughter went to live with her stepfather.

1 14. Piecemakers and its leaders exerted near total control over Plaintiff's life for the next 20 years. She  
2 worked every day at the Piecemakers Country Store owned and operated by the group. She lived in a house  
3 with other group members, owned by the group or its leaders. During her involvement, she was denied all  
4 individual expression. Piecemakers imposed a schedule on Ms. McKinney that gave her essentially no free  
5 time. Piecemakers subjected Ms. McKinney to constant criticism over even the most benign behaviors like  
6 Ms. McKinney's table manners. Her every aspect of freedom, both individual and financial, was denied.

7 15. Financially, Piecemakers and its leaders did not pay her even minimum wage, and instead only a  
8 minimal "allowance." Piecemakers and its leaders failed to report any income or make required social  
9 security withholdings. Piecemakers and its leaders applied for and obtained food stamps in Ms.  
10 McKinney's name but never gave those amounts to her.

11 16. The financial and emotional control asserted by Piecemakers, along with the isolation imposed by  
12 the group, prevented Ms. McKinney from leaving. She felt she had nowhere to go. She felt inadequate to  
13 go even if she had an alternative. She lacked the resources to go even if she had the emotional ability to do  
14 so.

15 17. Ms. McKinney worked both for and in the Piecemakers Country Store from approximately 5:30  
16 a.m. until 5:30 p.m. each day, Monday through Saturday.

17 18. On information and belief, Piecemakers was organized as a California Limited Liability Company  
18 until approximately 2003. The Piecemakers LLC held actual or effective title to considerable property,  
19 including several pieces of real property such as the real property housing the Piecemakers Country Store.  
20 Plaintiff was a member of the LLC though she never received any distributions of profits from the LLC.

21 19. On information and belief, in 2003, without Plaintiff's knowledge or consent, Piecemakers  
22 leadership, including Defendants Douglas Follette and Brenda Stanfield, converted the form of the  
23 organization from a Limited Liability Company to a general partnership, in which Follette, Stanfield, and  
24 Marie Kolasinski purported to be the partners. All of the real and other property held by Piecemakers, LLC  
25 was transferred to the general partnership. Plaintiff never received any compensation for the transfer of  
26 these assets or her membership interest in the LLC. Since the conversion to the general partnership,  
27 Plaintiff has never received any distributions of profits from the partnership.

28 20. Ultimately, McKinney left Piecemakers on July 24, 2017 and was taken in by a family member.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGE (LABOR CODE §§ 203, 1194, and 1197, *et seq.* and Wage**  
3 **Order No. 7)**

4 (Against All Defendants and DOES 1-150)

5 21. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if fully  
6 set forth herein.

7 22. Pursuant to Labor Code sections 201, 203, 215, 216, 226, 1174, 1194, 1194.2, 1197, and 1199, it is  
8 unlawful for an employer to suffer or permit an employee to work without paying wages for all hours  
9 worked, as required by the applicable Industrial Welfare Commission (“IWC”) wage order, including but  
10 not limited to failing to keep records of and correctly report hours worked.

11 23. At all times relevant herein, IWC Wage Order No. 7-2001, governing the “Mercantile” industry,  
12 applied to Plaintiff’s employment with Defendants.

13 24. Pursuant to Wage Order 7, section 2(G), “‘hours worked’ means the time during which an employee  
14 is subject to the control of an employer, and includes all the time the employee is suffered or permitted to  
15 work, whether or not required to do so.”

16 25. Under the provisions of the applicable Wage Orders, Plaintiff should have received regular wages in  
17 a sum according to proof for the hours worked, but not compensated. Defendants, therefore, owe Plaintiff  
18 regular wages, and have failed and refused, and continue to fail and refuse, to pay Plaintiff the amount  
19 owed.

20 26. IWC Wage Order No. 7, § 4 (A), require every employer to pay each employee minimum wages  
21 not less than \$5.00 per hour for all hours worked effective March 1, 1997, \$5.15 per hour effective  
22 September 1, 1997, \$5.75 per hour effective March 1, 1998, \$6.25 per hour effective January 1, 2001, \$6.75  
23 per hour effective January 1, 2002, \$7.50 per hour effective January 1, 2007, \$8.00 per hour effective  
24 January 1, 2008, \$9.00 per hour effective July 1, 2014, \$10.00 per hour effective January 1, 2016, and either  
25 \$10.00 or \$10.50 effective January 1, 2017 depending upon whether Defendants employed more than 25  
26 individuals.

27 27. From about July 1997 until she resigned on July 24, 2017, Plaintiff was not paid minimum wage in  
28 violation of the minimum wage provisions of California Labor Code §§ 1197, *et seq.*, and applicable law.

1 28. Labor Code § 1194.2, subdivision (a) provides that, in an action to recover wages because of the  
2 payment of a wage less than the minimum wage fixed by IWC Wage Orders, an employee is entitled to  
3 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

4 29. By virtue of Defendants' knowing willful, and unlawful failure to pay additional compensation to  
5 Plaintiff for his time worked beyond eight hours in a workday and/or 40 hours in a workweek, Plaintiff has  
6 suffered, and will continue to suffer, damages in amounts which will be ascertained according to proof at  
7 trial.

8 30. At all times relevant herein, IWC Wage Order No. 7, § 7 (A)(3) and (4), requires every employer to  
9 maintain time records showing when the employee begins and ends each shift. Defendants failed and  
10 refused to accurately record hours actually worked by Plaintiff.

11 31. Defendants did not timely pay wages owed to Plaintiff at the conclusion of her employment with  
12 Defendants, entitling this former employee to statutory penalties under Labor Code §§ 201-203.

13 32. Plaintiff requests the recovery of wages, minimum wages, reporting time wages, liquidated  
14 damages, waiting time penalties, interest, attorneys' fees, penalties, and costs pursuant to Labor Code §  
15 1194, subdivision (a), § 1194.2, and § 1197.1, in an amount to be determined at trial.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 203, 510, 1194, 1198)**

18 (Against All Defendants and DOES 1-150)

19 33. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
20 fully set forth herein.

21 34. California Labor Code sections 510, 1198, and IWC Wage Order No. 7, as amended, provide that  
22 employees in California shall not be employed more than eight hours in any workday unless they receive  
23 additional compensation beyond their regular wages in amounts specified by law.

24 35. California Labor Code section 1194 provides that an employee who has not been paid overtime  
25 compensation as required by Labor Code sections 510 and 1198 may recover the unpaid balance of the full  
26 amount of such overtime compensation, together with costs of suit, and interest thereon, in a civil action.

27 36. At all relevant times mentioned herein, Plaintiff worked more than eight hours in a workday and/or  
28 more than 40 hours in a workweek.

1 37. At all relevant times herein mentioned, Plaintiff was not paid any compensation for hours worked  
2 more than eight hours in a workday and/or more than 40 hours in a workweek.

3 38. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff overtime  
4 compensation for the hours she worked beyond eight hours in a workday and/or 40 hours in a workweek, as  
5 required by the California Labor Code.

6 39. By virtue of Defendants' knowing, willful, and unlawful failure to pay additional compensation to  
7 Plaintiff for his time worked beyond eight hours in a workday and/or 40 hours in a workweek, Plaintiff has  
8 suffered, and will continue to suffer, damages in amounts which will be ascertained according to proof at  
9 trial.

10 40. Plaintiff is entitled to penalties under Labor Code section 203 for Defendants' failure to properly  
11 pay her all wages due and owing upon her termination.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS (CAL. LABOR CODE § 226)**

14 (Against All Defendants and DOES 1-150)

15 41. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
16 fully set forth herein.

17 42. California Labor Code section 226 requires that an employer shall provide its employees with  
18 accurate, itemized wage statements including the wages earned and the hours worked.

19 43. Defendants never provided Plaintiff with any sort of itemized wage statement setting forth any of  
20 the information required by Labor Code section 226.

21 44. By virtue of Defendants', and each of their, knowing willful, and unlawful failure to provide  
22 Plaintiff with accurate, itemized wage statements, Plaintiff has suffered, and will continue to suffer,  
23 damages in amounts which will be ascertained according to proof at trial.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL AND REST PERIODS (LABOR CODE §§ 226.7, 512)**

26 (Against All Defendants and DOES 1-150)

27 45. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
28 fully set forth herein.

1 46. California Labor Code section 512 and IWC Wage Order No. 7, § 11(A)-(B) require that an  
2 employer provide its employees with a 30-minute uninterrupted meal break for every five-hour increment  
3 of time worked.

4 47. IWC Wage Order No. 7, § 12(A) requires that an employer provide its employees with a 10-minute  
5 rest break for every four-hour increment of time worked.

6 48. California Labor Code section 226.7 further provides that for every meal break it fails to provide,  
7 the employer must reimburse the employee at a rate of an hour's pay at the employee's regular rate of pay.

8 49. During his employment, Defendants failed to provide Plaintiff with a 30-minute uninterrupted meal  
9 break for every five-hour increment of time worked as required by California law. During her employment,  
10 Defendants failed to provide Plaintiff with a 10-minute rest break for every four-hour increment of time  
11 worked as required by California law.

12 50. California Labor Code section 226.7 and IWC Wage Order No. 7, § 12(B) further provide that for  
13 every workday in which it fails to provide a rest period during any four-hour increment, the employer must  
14 reimburse the employee at a rate of an hour's pay at the employee's regular rate of pay. Plaintiff is  
15 informed and believes and thereon alleges that Defendants intentionally misclassified Plaintiff as an exempt  
16 employee and that Defendants do not have any policy in effect relating to permitting misclassified  
17 employees to take rest breaks as required by the California Labor Code and the implementing regulations.

18 51. By virtue of Defendants', and each of their, knowing willful, and unlawful failure to provide  
19 Plaintiff with required 30-minute uninterrupted meal period(s) and appropriate 10-minute rest periods,  
20 Plaintiff has suffered, and will continue to suffer, damages in amounts which will be ascertained according  
21 to proof at trial.

22 **FIFTH CAUSE OF ACTION**

23 **DEPENDENT ADULT ABUSE (CALIFORNIA WELFARE & INSTITUTIONS CODE §§ 15610**

24 **et seq)**

25 (Against All Defendants and DOES 1-150)

26 52. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
27 fully set forth herein.

28 53. At all relevant times, Plaintiff had mental limitations that restricted her her ability to carry out



1 normal activities or to protect her rights.

2 54. Defendant's obtained and/or retained Plaintiff's property including: her wages earned by working  
3 at the Piecemakers Country Store, her food stamp benefits, her ownership interest in Piecemakers, LLC  
4 (and any predecessor entities), and her partnership interest in Piecemakers, a general partnership.

5 55. Defendants knew or should have known that their conduct was likely to be harmful to Plaintiff.  
6 Defendants used undue influence to obtain and/or retain Plaintiff's property and acted with an intent to  
7 defraud.

8 56. As a direct and proximate cause of Defendant's actions, Plaintiff has suffered and continues to  
9 suffer general, compensatory, and special damages, including lost wages and benefits, and emotional  
10 distress in an amount unknown, but according to proof at trial.

11 57. The conduct by Defendants was willful and malicious and in conscious disregard of Plaintiff's  
12 rights with the intent to vex, injure and annoy her, such as to constitute oppression, fraud and/or malice  
13 under California Civil Code § 3294. Accordingly, Plaintiff is entitled to punitive damages in an amount  
14 appropriate to punish and make an example of Defendants.

15 **SIXTH CAUSE OF ACTION**

16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17 (Against All Defendants and DOES 1-150)

18 58. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
19 fully set forth herein.

20 59. Defendants engaged in outrageous conduct towards Plaintiff by, among other things, requiring her  
21 to work long hours for no pay, requiring Plaintiff to maintain a rigorous schedule that left her no time, and  
22 regulating every aspect of her life, including when, where, and what she ate, requiring her to share a room at  
23 all times, and even limiting the number of showers she was allowed to take. In addition, they subjected to  
24 her constant and belittling criticism, including about her table manners and where she choose to leave her  
25 books. Defendants effectively engaged in brainwashing of Plaintiff.

26 60. Defendants, and each of them, abused the special positions they held in relation to Plaintiff.  
27 Defendants, and each of them, acted with the knowledge that they could manipulate and damage Plaintiff's  
28 interest and well-being.

1 61. Plaintiff believes and thereon alleges that Defendants, and each of them, intended to and did cause  
2 Plaintiff to suffer from severe emotional distress. This led to suicidal thoughts and has required Plaintiff to  
3 attend regular therapy sessions for months and for the foreseeable future.

4 62. Defendants, and each of them, engaged in outrageous and unprivileged conduct as described herein  
5 and above with the intent to cause, or with a reckless disregard for the probability of causing, Plaintiff to  
6 suffer humiliation, isolation, mental anguish, loss of job opportunities and reputation, and severe physical  
7 and emotional distress.

8 63. To the extent that said certain agent(s) of Defendants perpetrated the abusive conduct, the  
9 Defendants authorized and ratified the conduct with the knowledge that Plaintiff's emotional and physical  
10 distress would thereby increase, and with a wanton and reckless disregard of the deleterious consequences  
11 to Plaintiff.

12 64. As a direct and proximate result of Defendants, and each of their wrongful acts, Plaintiff suffered  
13 and continues to suffer general, compensatory, and special damages, including lost wages and benefits,  
14 future loss of wages and benefits, loss of career opportunities, prejudgment interest, consequential and  
15 incidental damages, plus tort damages including humiliation, isolation, emotional distress and physical  
16 injuries in an amount unknown, but according to proof at trial.

17 65. Based on Defendants', and each of their, course of conduct, which was willful, malicious, knowing,  
18 intentional, and in conscious disregard for Plaintiff's rights and safety, Plaintiff seeks an award of punitive  
19 and exemplary damages in an amount according to proof at trial to punish Defendants and deter similar  
20 conduct in the future.

21 **SEVENTH CAUSE OF ACTION**

22 **BREACH OF FIDUCIARY DUTY**

23 (Against All Defendants and DOES 1-150)

24 66. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
25 fully set forth herein.

26 67. Douglas Follette, as a Managing Member of Piecemakers, LLC and general partner of the  
27 Piecemakers partnership, and Brenda Stanfield, as a general partner of the Piecemakers partnership, owed a  
28 fiduciary duty to the limited liability company and its members and the succeeding partnership and its

1 partners, including Plaintiff.

2 68. Among other things, the Managing Members/Partners owed a fiduciary duty to Plaintiff that  
3 imposed upon them a duty to act in the utmost good faith and in the best interests of Plaintiff. The  
4 Managing Members owed a duty of undivided loyalty and a duty to refrain from engaging in self-  
5 dealing.

6 69. Plaintiff is informed and believes and thereon alleges that Defendants breached their fiduciary  
7 duties by failing to pay Plaintiff any profits or distributions, by diverting profits and distributions to  
8 themselves and other Piecemakers leaders, by converting the Piecemakers, LLC entity to a partnership  
9 without the knowledge or consent of Plaintiff and other members of the LLC, and transferring without any  
10 compensation all of the assets held by Piecemakers, LLC to the Piecemakers partnership.

11 70. Plaintiff did not consent to these actions, and as a proximate result of Defendants' conduct, have  
12 been damaged in an amount to be proven at trial, but in no event less than the jurisdictional minimum of  
13 this Court.

14 71. As described in detail above, Defendants, and each of them, acted willfully and with malice, fraud  
15 and oppression, entitling Plaintiff to an award of exemplary damages in favor of Plaintiff.

16 **EIGHTH CAUSE OF ACTION**

17 **ACCOUNTING**

18 (Against All Defendants and DOES 1-150)

19 72. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
20 fully set forth herein.

21 73. As set forth in more detail above, Plaintiff was a member of Piecemakers, LLC. The conversion of  
22 Piecemakers, LLC to a general partnership was ineffective because Plaintiff is informed and believes that it  
23 required consent of 100% of the LLC members. It did not have that consent. Plaintiff is informed and  
24 believes, and based thereon alleges, that Defendants and/or their Managing Members have engaged in  
25 conduct that resulted in Plaintiff not receiving the full amount of distributions to which she was entitled.

26 74. The true amount due and owing to Plaintiff from Defendants is not currently known to Plaintiff, and  
27 Plaintiff seeks an accounting with respect to the books and records of the Piecemakers organization,  
28 including Piecemakers, LLC and the Piecemakers partnership, and a determination of the amount due to

1 Plaintiff that Defendants have failed to pay and a determination of all assets in which Piecemakers holds or  
2 should hold an ownership interest in.

3 **NINTH CAUSE OF ACTION**

4 **DECLARATORY RELIEF**

5 (Against All Defendants and DOES 1-150)

6 75. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
7 fully set forth herein.

8 76. An actual controversy has arisen between Plaintiff and Defendants concerning Plaintiff's interest in  
9 Piecemakers entities, including Piecemakers, LLC and the Piecemakers partnership and Plaintiff's  
10 continuing membership and/or partnership.

11 77. Because there is no speedy or adequate remedy at law Plaintiff requests a determination from this  
12 court as to the respective rights, duties, liabilities, and responsibilities of the parties.

13 78. In particular, for the reasons described above, Plaintiff requests that this court make one or more of  
14 the following judicial declarations:

- 15 a. That the conversion of Piecemakers, LLC to the Piecemakers partnership was ineffective;  
16 b. That Plaintiff was and is a member of Piecemakers, LLC;  
17 c. That if the conversation of Piecemakers, LLC to the Piecemakers partnership was effective,  
18 then Plaintiff is a partner in the partnership;  
19 d. That any agreement, including one dated May 9, 1998 that requires Plaintiff to effectively  
20 forfeit any interest in the Piecemakers business if she leaves is void and/or unenforceable.

21 **TENTH CAUSE OF ACTION**

22 **UNFAIR COMPETITION (BUSINESS & PROFESSIONS CODE §§ 17200 ET SEQ)**

23 (Against All Defendants and DOES 1-150)

24 79. Plaintiff realleges and incorporates herein by reference each of the allegations set forth above as if  
25 fully set forth herein.

26  
27 80. Plaintiff is informed and believes and based thereon alleges that each of the Defendants engaged in  
28 unlawful, unfair, and fraudulent business practices as described herein.

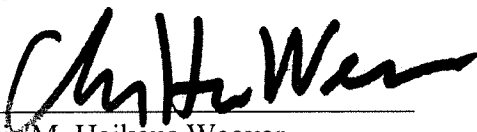
1 81. As a direct and proximate result of each of the Defendants', unfair, and fraudulent business  
2 practices, Plaintiff has lost money or property as described herein.

3 **WHEREFORE, Plaintiff prays for judgment as follows:**

- 4 1. General and compensatory damages including all lost wages, in a sum according to proof at  
5 time of trial;
- 6 2. Consequential and incidental damages in a sum according to proof at time of trial;
- 7 3. General and special damages in a sum according to proof at time of trial;
- 8 4. Penalties in a sum according to proof at time of trial;
- 9 5. Payment of Plaintiff's reasonable and actual attorney fees in a sum according to proof at  
10 time of trial;
- 11 6. For costs of suit herein incurred;
- 12 7. Injunctive relief;
- 13 8. Pre-judgment interest at the legal prevailing rate;
- 14 9. Punitive and exemplary damages in a sum according to proof at time of trial;
- 15 10. For an accounting of all amounts due and owing to Plaintiff from Defendants and all assets  
16 that are or should be held by Piecemakers entities;
- 17 11. Statutory penalties; and
- 18 12. For such other and further relief as the Court deems just and proper.

19 Dated: March 30, 2018

**AITKEN CAMPBELL HEIKAUS WEAVER, LLP**

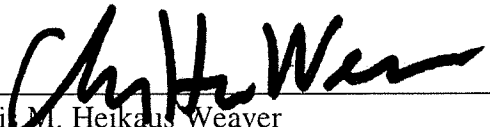
20  
21 By   
22 Chris M. Heikus Weaver  
23 Attorney for Plaintiff  
24 MICHELLE MCKINNEY  
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

Dated: March 30, 2018

**AITKEN CAMPBELL HEIKAUS WEAVER, LLP**

By   
Chris M. Heikus Weaver  
Attorney for Plaintiff  
MICHELLE MCKINNEY

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