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12 THE OSO GROUP, LTD.

13 IN THE UNITED STATES DISTRICT COURT FOR THE  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION

17 THE OSO GROUP, LTD., a California  
18 Corporation,

19 Plaintiff,

20 vs.

21 BULLOCK & ASSOCIATES, INC.,  
22 SERVICE EMPLOYEES  
23 INTERNATIONAL UNION, CTW/CLC,  
24 and DOES 1 through 100,

25 Defendants.

09 CASE NO.

1906

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. COMMON COUNTS
3. PROMISSORY ESTOPPEL
4. QUANTUM MERUIT
5. FRAUD
6. NEGLIGENT MISREPRESENTATION

DEMAND FOR JURY TRIAL

26 Plaintiff THE OSO GROUP, LTD., a California Corporation, alleges as  
27 follows:

28 ///

**FILED**

MAY - 1 2009

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

E-filing

SC

**INTRODUCTION**

1  
2           1.     Plaintiff THE OSO GROUP, LTD. ("OSO GROUP"), a private  
3 consulting and investigation service comprised of, and utilizing the professional  
4 services of, former local and national law enforcement officers, former federal  
5 prosecutors, and former federal agents, brings this breach of contract and fraud  
6 action against Defendants BULLOCK & ASSOCIATES, INC. ("BULLOCK") and  
7 SERVICE EMPLOYEES INTERNATIONAL UNION, CTW/CTC ("SEIU") resulting  
8 from Defendants' inexcusable refusal to honor their contractual agreement with  
9 Plaintiff.

10           2.     The parties' contractual agreement has its origins in the time period  
11 of January and February 2009 during which SEIU was seeking to perfect and  
12 implement a trusteeship over one of its local union affiliates, SEIU United  
13 Healthcare Workers-West ("UHW"). During that time frame, the UHW's then-  
14 leadership was actively resisting the trusteeship by purportedly encouraging its  
15 members to destroy, damage, or transfer UHW documents, records and other  
16 UHW property. SEIU claimed to fear possible violence and retaliation from the  
17 UHW, asserting that UHW leaders had encouraged and/or instructed members  
18 to: physically resist the trusteeship proceedings; impede the ability of the  
19 Trustees to take possession of the Oakland headquarters and other UHW  
20 facilities; withhold, destroy, damage or transfer UHW documents, records and  
21 other property; and, to commit acts constituting harassment, threats and violence  
22 toward UHW employees and staff members who chose to continue to work for  
23 UHW and/or cooperate with the Trustees.

24           3.     In recognition of the volatile and dangerous circumstances, Plaintiff  
25 and Defendants entered into a contractual relationship which required that  
26 Plaintiff provide, *inter alia*: (a) SEIU and its out-of-town leadership with twenty-  
27 four hour, seven day a week security, surveillance, and protection service at  
28 various UHW facilities in California under conditions where physical violence had

1 routinely occurred and was threatened; and, (b) executive protection and drivers  
2 for the upper echelon of SEIU leadership visiting California during the UHW  
3 transition period, including the provision of protection and privacy for SEIU  
4 executives involved in discreet meetings with CEOs of major hospital  
5 organizations and one or more members of the California Legislature and staff in  
6 which SEIU, which was concerned about work furloughs for its members during  
7 California's budget crisis, successfully negotiated a furlough exemption for its  
8 California workers. In return for Plaintiff's performance of these difficult,  
9 inherently dangerous, and highly specialized services, Defendants agreed to pay  
10 Plaintiff in full immediately upon its submission of weekly invoices to Defendants  
11 stating the services performed.

12 4. Although Plaintiff fully and completely performed all of its obligations  
13 under the contract, which included Plaintiff incurring the expense and risk of  
14 providing Defendants with a full staff of experienced former law enforcement and  
15 security officers during the physically dangerous and highly-charged trusteeship  
16 proceedings, around the clock, at multiple UHW locations throughout California,  
17 Defendants have unjustifiably failed to pay Plaintiff the sum of \$924,434.13, the  
18 amount invoiced by Plaintiff under the terms of the contract all of which remains  
19 unpaid.

20 5. Plaintiff seeks general, special, and consequential damages as a  
21 direct and proximate result of Defendants' fraudulent and tortious conduct and  
22 material breach of contract, in an amount exceeding \$924,434.13, plus fees,  
23 costs, and prejudgment interest at the legal rate according to proof at trial.

24 6. Plaintiff, who at the expense of its impeccable reputation in the  
25 industry, incurred substantial contractual and legal obligations to third parties  
26 retained for the benefit of Defendants at their request under the contract,  
27 including payment of wages currently due and owing former law enforcement  
28 officers and other persons who were working to supplement pensions and who

1 were hired by Plaintiff in reliance on the contract and the false promises made by  
2 Defendants without the intention to perform, also seeks exemplary and punitive  
3 damages against Defendants for their despicable, malicious, and oppressive  
4 fraudulent conduct intended to deprive Plaintiff and others of property, legal  
5 rights, and to cause injury to them in conscious disregard of their rights. As a  
6 matter of public policy, punitive damages are particularly appropriate here under  
7 circumstances where SEIU, a union purporting to represent workers, with full  
8 knowledge of the statutory and legal obligations of an employer to timely pay  
9 wages, was and is willing to knowingly permit workers, including former law  
10 enforcement officers and others on fixed retirement pensions, to not receive  
11 timely salary and payments for activities involving personal risk and in a setting  
12 where the SEIU had itself alleged that there was danger of physical violence.

13 **THE PARTIES**

14 7. Plaintiff the OSO GROUP was and is a corporation formed and  
15 incorporated, and licensed to do business in, the State of California (California  
16 Private Investigator License # PI 16356) with its principal place of business  
17 located at 433 California Street, Suite 800, San Francisco, California. At all  
18 times herein relevant, the OSO GROUP was and is a private consulting and  
19 investigation service comprised of, and retaining the services of, highly  
20 experienced, skilled professionals, including former local and national law  
21 enforcement officers, former federal prosecutors, former federal agents, and  
22 professional business, legal, and intelligence analysts. The OSO GROUP  
23 regularly provides its diverse client base with highly specialized and custom-  
24 tailored investigative, security, surveillance, intelligence and counter-intelligence  
25 operations, litigation support, due diligence, asset searches, counter-terrorism  
26 protection, compliance, electronic evidence and data recovery, forensic  
27 accounting, and strategic business planning. The OSO GROUP's Chief  
28 Executive Officer and co-founder is John C. Gibbons, a former Assistant United

1 States Attorney who served as the Chief of the Criminal Division for both the  
2 Northern and Eastern Districts of California.

3 8. Defendant BULLOCK is and was, at all times herein relevant, a  
4 corporation formed and incorporated in Delaware, and licensed to do business in,  
5 the District of Columbia, with its principal place of business located at 5335  
6 Wisconsin Avenue, N.W., Suite 440, Washington, D.C.. According to the firm's  
7 web-site, [www.bullockassociates.com](http://www.bullockassociates.com), BULLOCK, whose "team members include  
8 Investigators, Anti-Money Laundering Analysts, Executive Protection  
9 Professionals and Forensic Account Experts," is a "leading provider of  
10 investigative and protection services to corporations and organizations seeking to  
11 make informed business decisions while minimizing risk and maximizing  
12 opportunity." BULLOCK's Principal Officer is J. Jerome Bullock ("Jerry Bullock").  
13 BULLOCK is not licensed in the State of California as a corporation or private  
14 investigator, but regularly conducts business in California.

15 9. Defendant SEIU is an international labor union representing  
16 employees in industries affecting interstate commerce. Upon information and  
17 belief, SEIU is a non-profit corporation incorporated in the State of Illinois. SEIU  
18 is headquartered at, and has its principal place of business at 1800  
19 Massachusetts Avenue, NW, Washington, D.C.. SEIU has approximately 160  
20 local union affiliates, including UHW. SEIU is sued herein individually, and as  
21 described below, in connection with the internal conduct of its International  
22 Executive Board acting as the trustee of UHW.

23 10. The true names or capacities, whether individual, corporate,  
24 associate or otherwise of Defendant DOES 1 through 100 inclusive, are unknown  
25 to Plaintiff, who therefore sues said Defendants by such fictitious names. Upon  
26 learning the true identity and capacity of the DOE Defendants, or any of them,  
27 and the nature of their responsibility, Plaintiff will amend this Complaint to allege  
28 their true names and capacities when such are ascertained. Plaintiff is informed

1 and believes, and based thereon alleges, that each of the Defendants designated  
2 herein legally caused injury and damages proximately thereby to Plaintiffs as  
3 herein alleged and is, therefore, responsible to Plaintiffs for the damages herein  
4 requested. (Unless otherwise indicated, all Defendants, both named and fictitious  
5 are hereafter collectively referred to as "Defendants.")

6 11. Plaintiff is informed and believes and thereon alleges that at  
7 all material times herein Defendants, and each of them, are joint and contributing  
8 tortfeasors who either acted in concert to accomplish a common purpose,  
9 agreement, or plan, and were the agents, servants, employees, and co-  
10 conspirators of the other Defendants, and each of them, and were acting within  
11 the course and scope of that agency, employment, or conspiracy. In addition,  
12 each and all Defendants have authorized and/or ratified and thus approved the  
13 acts of each of the other Defendants acting for and on behalf of the other.  
14 Defendants, and each of them, are jointly and severally liable for the damages  
15 suffered by Plaintiff as alleged herein.

16 **JURISDICTION AND VENUE**

17 12. This Court has subject matter jurisdiction over this action pursuant to  
18 28 U.S.C. § 1332(a) because the matter in controversy exceeds \$75,000,  
19 exclusive of interest and costs, and is between citizens of different States.

20 13. Venue is proper in the Northern District of California under 28 U.S.C.  
21 § 1391(a) in that all of the Defendants, have been, and currently are, conducting  
22 significant operations in, or are otherwise doing business in California in matters  
23 directly related to the claims made in this action, are subject to personal  
24 jurisdiction in this district; and, a substantial part of the events and omissions  
25 giving rise to Plaintiff's claims occurred in this district, where the contract in issue  
26 was entered into, and performance of the obligations required of Defendants was  
27 to take place, including payment of funds due and owing Plaintiffs under the  
28 contract.

**FACTS AND ALLEGATIONS COMMON TO ALL CLAIMS**

**A. Background – The UHW Trusteeship.**

14. UHW was created in 2005 by a merger of two local unions. In 2006, SEIU and SEIU’s International Executive Board (“IEB”) chartered a state-wide long-term care local union and jurisdiction over all long-term care workers in California was consolidated into that new local, Local 521, and UHW.

15. In January 2009, the IEB voted and adopted a resolution to create a new local union in California with jurisdiction over more than 240,000 long-term care workers who had previously been divided among UHW and the two local unions. When implemented, that decision would transfer into the jurisdiction of the new state-wide SEIU local union approximately 65,000 nursing home and homecare workers currently in UHW, and would leave UHW with approximately 85,000 acute care workers.

16. The resolution adopted by the IEB instructed SEIU to work with representatives of the three affected local unions, which included UHW, to arrange for an orderly implementation of the IEB’s decision, including a proposed plan and time-table.

17. Prior to the adoption of the restructuring resolution, and on or about August 25, 2008, SEIU issued a notice, subsequently amended, announcing it would hold a formal hearing to determine whether UHW should be placed in trusteeship as provided for by SEIU’s constitution. The SEIU constitution, Article VIII, Section 7, which addresses the effect of a trusteeship and the scope of the Trustees’ powers thereunder, provides in pertinent part, that: (a) when a Trustee is appointed, “such appointment shall have the effect of removing officers of the Local Union”; (b) upon appointment, “[t]he Trustee is authorized and empowered to take full charge of the affairs of the Local Union . . . and its related benefit funds,” “to remove any or all . . . fund trustees selected by the Local Union,” and “to appoint . . . fund trustees” to serve during the term of the trusteeship; and,

1 (c) upon institution of a trusteeship, "all moneys, books and property of the Local  
2 Union or affiliated body shall be turned over to the Trustee . . . ."

3 18. A trusteeship hearing was conducted during September and  
4 November 2008 by former U.S. Secretary of Labor, Ray Marshall, who ultimately  
5 issued a Report and Recommendation on January 9, 2009, in which he found  
6 that UHW leaders had engaged in various misconduct. Secretary Marshall  
7 further recommended that UHW be placed into trusteeship, unless UHW's  
8 leadership agreed in writing within five days to, *inter alia*, abide by and cooperate  
9 with SEIU's restructuring decision regarding California long-term workers, carry  
10 out that commitment, and fulfill several other conditions, including cooperating  
11 with a monitor appointed by SEIU to review UHW expenditures in advance, and  
12 refraining from using UHW resources to undermine or interfere with the  
13 restructuring decision previously issued.

14 19. On January 22, 2009, the IEB adopted Secretary Marshall's Report  
15 and Recommendations and issued a Decision and Resolution authorizing SEIU's  
16 President, Andrew "Andy" Stern, to establish a trusteeship over UHW in the event  
17 he concluded UHW's leadership had not complied with the conditions  
18 recommended by Secretary Marshall.

19 20. Following a letter issued by the UHW's then-Executive Board in  
20 which they failed to affirm UHW would abide by the IEB's restructuring decision  
21 regarding long-term care workers and would fully cooperate with the  
22 implementation of that decision, SEIU President Andrew Stern issued an Order of  
23 Trusteeship on January 27, 2009, instituting a trusteeship over UHW. The  
24 Trusteeship Order appointed SEIU Executive Vice Presidents David Regan and  
25 Eliseo Medina as Trustees, along with six additional Deputy Trustees, to take full  
26 charge and control of "the affairs of [UHW]."

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1           **B.     BULLOCK and SEIU's Retention of the OSO GROUP to Provide**  
2           **Security, Surveillance, and Protection Services and to Assist**  
3           **the SEIU in Perfecting And Implementing the Trusteeship.**

4           21.    The time period immediately preceding and following the issuance of  
5           the Trusteeship Order was extremely contentious because the UHW leadership  
6           actively resisted the trusteeship proceedings.

7           22.    On January 14, 2009, in conjunction with SEIU's efforts to document  
8           and legally perfect the grounds for the trusteeship, Garnett Williams of the OSO  
9           GROUP, a former Special Agent with the United States Secret Service, received  
10          a telephone call from a former Secret Service colleague who explained he was  
11          working with BULLOCK in assisting SEIU with the security and surveillance of a  
12          number of facilities in California in connection with the anticipated trusteeship of  
13          UHW. He inquired if the OSO GROUP would be available on an immediate basis  
14          to provide significant manpower to surveil and secure a number of the UHW  
15          facilities and several hotels where out of town SEIU staff members would reside  
16          and/or conduct meetings during the transition period arising from the trusteeship.  
17          The stated reason for the security, surveillance, and protection services  
18          requested by SEIU was that the UHW leadership had been allegedly encouraging  
19          and permitting individuals to destroy, damage or transfer UHW documents,  
20          records and other property, and SEIU feared possible violence and retaliation  
21          from the UHW, because UHW leaders had encouraged and/or instructed certain  
22          of their members to: physically resist the trusteeship proceedings; impede the  
23          ability of the Trustees to take possession of the Oakland headquarters and other  
24          UHW facilities; withhold, destroy, damage or transfer UHW documents, records  
25          and other property; and, commit acts constituting harassment, threat and violence  
26          toward UHW employees and staff members who chose to continue to work for  
27          UHW and/or cooperate with the Trustees.

28          23.    On January 15, 2009, Jerry Bullock met with John Gibbons (the OSO  
                GROUP's CEO), Garnett Williams, and other OSO GROUP personnel at the

1 OSO GROUP's office in San Francisco to discuss the OSO GROUP's retention to  
2 assist SEIU during the pre and post- trusteeship period. Jerry Bullock stated he  
3 represented SEIU, was acting on its behalf as their authorized agent, and that  
4 SEIU had engaged BULLOCK to provide required security and surveillance at  
5 various UHW facilities, and also to provide required executive protection and  
6 drivers for a select number of the upper echelon of SEIU leadership visiting  
7 California during the UHW transition period. Jerry Bullock also represented he  
8 had worked with SEIU previously on a far larger, but similar matter, and assured  
9 Messrs. Williams and Gibbons that SEIU would pay promptly by wire upon receipt  
10 of invoices and only required simple backup documentation for the hours worked.

11 24. After some preliminary discussion, the parties agreed during the  
12 meeting that BULLOCK, acting on behalf of and for the direct benefit of, and at  
13 the request of, SEIU as BULLOCK's principal, would engage the OSO GROUP  
14 to, *inter alia*: (a) assist SEIU in its ongoing efforts to document and legally perfect  
15 the grounds for the trusteeship; (b) provide substantial manpower to SEIU for  
16 security, protection, and surveillance at various UHW facilities, including the  
17 UHW headquarters in Oakland and other locations in California; (c) provide  
18 executive protection and drivers for the upper echelon of SEIU leadership visiting  
19 California during the transition; and, (d) provide investigative assistance.

20 25. At the meeting on January 15, 2009, BULLOCK also agreed, on  
21 behalf of SEIU as BULLOCK's principal, to provide the OSO GROUP with a  
22 formal, written Engagement Agreement which was to include an indemnification  
23 provision indemnifying the OSO GROUP from any third party claims or lawsuits  
24 arising out of their provision of services in connection with the trusteeship  
25 proceedings. The parties discussed the need for such a document because of  
26 the risk of injury to persons and property during the course of the prescribed  
27 activities to be performed by the OSO GROUP under BULLOCK's and SEIU's  
28 direction.

1           26.     At the conclusion of the January 15 meeting, BULLOCK requested  
2 that the OSO GROUP immediately mobilize and launch their security and  
3 surveillance efforts to staff a security and surveillance operation at the UHW  
4 headquarters located in Oakland, California. In reliance on the representations  
5 made by BULLOCK on behalf of SEIU during that meeting, the OSO GROUP  
6 immediately commenced the requested security/surveillance operation, which  
7 was fully staffed and in place before 3:00 p.m. that same date. It was further  
8 agreed that John Gibbons and Garnett Williams would be contacted by  
9 BULLOCK the following day to discuss the reduction of the agreement to a more  
10 formal writing.

11           27.     Subsequently, on January 16, 2009, John Gibbons and Garnett  
12 Williams spoke with Jerry Bullock via telephone and again reviewed and  
13 discussed details of the OSO GROUP's engagement and fees. BULLOCK, on  
14 behalf of its principal, SEIU, assured OSO GROUP personnel, including Garnett  
15 Williams, that it agreed to the OSO GROUP's terms and fees, which were to  
16 include payment for the provision of significant manpower at UHW sites in both  
17 Northern and Southern California. The terms and fees discussed and agreed to  
18 by BULLOCK, on behalf of SEIU, were that: (a) general OSO GROUP personnel  
19 would be paid at rate of \$110.00 per hour; and, (b) Senior OSO GROUP  
20 personnel Garnett Williams and David Perticone would be paid at the rate of  
21 \$150.00 per hour. Those rates reflected a significant reduction in their customary  
22 commercial rates routinely billed to other clients. As a further courtesy to these  
23 clients, OSO GROUP CEO John Gibbons agreed that he would record, but not  
24 bill, his time incurred on the project at his customary rate. A request for a  
25 \$150,000 retainer was also made by the OSO GROUP, and a retainer invoice in  
26 this amount was then prepared by the OSO GROUP to be sent to BULLOCK on  
27 Monday, January 20, 2009. Exhibit 1.

28     ///

1           28. On Saturday, January 17, 2009, Garnett Williams spoke several  
2 times with Jerry Bullock during which ongoing manpower and logistics requests to  
3 staff a security and surveillance operation at SEIU meetings set to occur  
4 beginning January 24, 2009, in Oakland, Sausalito, San Francisco, Los Angeles,  
5 and Arcadia were discussed. Mr. Williams had reduced those needs to an initial  
6 "Security Operations Plan for SEIU." This Plan was provided to BULLOCK via  
7 email on that same date, and Jerry Bullock provided edits to the Plan to suit  
8 SEIU's needs and additional details regarding the project in subsequent emails to  
9 Mr. Williams.

10           29. On January 18, 2009, BULLOCK sent an email to the OSO  
11 GROUP further acknowledging the edited "Security Operations Plan for SEIU."

12           30. On January 19, 2009, John Gibbons and Garnett Williams again  
13 spoke with Jerry Bullock. They discussed the specifics of the ongoing "Securities  
14 Operation Plan for SEIU" and the fact that various potentially violent  
15 confrontations had occurred between the OSO GROUP security personnel and  
16 UHW staff at various sites. Jerry Bullock further confirmed that he was having  
17 legal counsel provide the OSO GROUP with its requested formal engagement  
18 letter, including an indemnity provision.

19           31. Between January 15 and January 20, 2009 the demand for  
20 manpower, security and protection services, and drivers continued to increase  
21 exponentially at business facilities, hotels, and private residences at the specific  
22 request of BULLOCK and at SEIU's insistence to cover SEIU meetings and  
23 events connected to the anticipated trusteeship. The OSO GROUP established a  
24 Command Post at a hotel in Oakland, California, staffed on a twenty-four hour,  
25 seven day a week basis and managed by Mike Garduno and David Perticone to  
26 coordinate the large amount of manpower, logistics and scheduling demanded by  
27 BULLOCK and SEIU. This operation was approved by BULLOCK, on behalf of  
28 SEIU, who visited the Command Post on several occasions, and later, by SEIU

1 leadership visiting California during the trusteeship who acknowledged that the  
2 OSO GROUP was doing an excellent job in providing manpower, security, and  
3 protection services in accord with the OSO GROUP's performance obligations  
4 under the agreement..

5 32. On January 20, 2009 the Retainer Invoice was forwarded  
6 to BULLOCK by the OSO GROUP requesting that the \$150,000 retainer be  
7 remitted. The following day, BULLOCK advised that SEIU "did not pay retainers,"  
8 however, all invoices would be paid via wire transfer "immediately upon receipt."

9 33. On January 22, 2009, John Gibbons sent BULLOCK an email  
10 advising that if the OSO GROUP did not receive the previously-agreed to  
11 Engagement Letter, the OSO GROUP would have no choice but to pull their  
12 agents from the project. Later that same day, John Gibbons emailed BULLOCK,  
13 at his request, providing the OSO GROUP's tax ID information and once again  
14 reiterated its request that an Engagement Letter be provided immediately.

15 34. On January 22, 2009, BULLOCK forwarded to John Gibbons  
16 excerpts from a letter he claimed engaged their services for the SEIU, dated  
17 January 8, 2009 (prior to the OSO GROUP's retention), but which did not fulfill  
18 BULLOCK's commitment to the OSO GROUP to provide a satisfactory, written  
19 formal Engagement Agreement, with an indemnity provision.

20 35. On January 23, 2009, the OSO GROUP provided BULLOCK with an  
21 invoice (#14533) in the amount of \$32,990.50 pursuant to the parties' prior  
22 agreement to invoice weekly. Exhibit 2.

23 36. On January 27, 2009, John Gibbons emailed BULLOCK, advising  
24 that OSO GROUP agents in the field had encountered at least three aggressive  
25 incidents which could have resulted in physical confrontations and caused a  
26 threat to the agents. John Gibbons requested that the OSO GROUP be provided  
27 a Certificate of Insurance identifying it as an additional insured.

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1           37. On January 28, 2009, the OSO GROUP provided BULLOCK with its  
2 second invoice (#14542) in the amount of \$349,111.88 for work performed on the  
3 project. Exhibit 3.

4           38. On February 2, 2009, the OSO GROUP provided BULLOCK with its  
5 third invoice (#14548) in the amount of \$701,113.74 for work performed on the  
6 project. Exhibit 4.

7           39. On February 2, 2009, John Gibbons sent an email to Jerry Bullock  
8 outlining BULLOCK's failure to perform and failure to timely pay the OSO  
9 GROUP's submitted invoices as agreed, "immediately upon receipt."

10          40. On February 9, 2009, the OSO GROUP provided BULLOCK with its  
11 fourth invoice (#14562) in the amount of \$746,576.22 for work performed on the  
12 project. Exhibit 5.

13          41. On February 11, 2009, the OSO GROUP's first invoice (#14533) in  
14 the amount of \$32,990.50, was paid in full via a wire transfer received from  
15 BULLOCK's Bank of America Account. Exhibit 6.

16          42. On February 11, 2009, Jerry Bullock emailed John Gibbons  
17 indicating he had been in a meeting with the SEIU and that an SEIU manager  
18 was being assigned to assist BULLOCK with operational and billing issues. In  
19 response to this e-mail, John Gibbons demanded that the OSO GROUP's second  
20 outstanding invoice in the amount of \$349,111.88 be paid.

21          43. Between February 10 and 15, 2009, and with payment on the OSO  
22 GROUP's second and third invoices in arrears, Garnett Williams contacted Jerry  
23 Bullock on several occasions to discuss the delinquent invoices and to determine  
24 what steps if any had been taken by BULLOCK and SEIU to move these  
25 payments along. BULLOCK continued to assure him that "he was working on it"  
26 and that he expected things to move "next week."

27          44. On February 18, 2009, the OSO GROUP provided BULLOCK with its  
28 fifth and final invoice (#14564) in the amount of \$386,724.17 for work performed

1 on the project. Exhibit 7.

2 45. On February 19, 2009, the OSO GROUP wrote a Demand Letter to  
3 BULLOCK and SEIU, demanding that the four outstanding unpaid invoices  
4 totaling \$2,183,526.10 be paid immediately. Exhibit 8.

5 46. On or about February 24, 2009, BULLOCK responded to the OSO  
6 GROUP's demand letter, claiming that the payment process had now been  
7 unilaterally changed from a "due upon receipt" arrangement as was originally  
8 agreed to with the OSO GROUP, and that invoices should be paid in "a normal  
9 30 day cycle." Exhibit 9.

10 47. Between February 24, 2009 and March 2, 2009, Garnett Williams  
11 contacted Jerry Bullock daily via telephone to discuss and demand payment of  
12 the four outstanding OSO GROUP invoices. Jerry Bullock assured Mr. Williams  
13 that he was going to meet with a representative of SEIU to discuss and resolve  
14 the non- payment, that he was "working on it," and the OSO GROUP would be  
15 paid within a week.

16 48. On March 2, 2009 Garnett Williams again spoke with Jerry Bullock,  
17 who suddenly advised that SEIU had informed him that he had to "break out" pre-  
18 trustee expenses from post-trustee expenses. Jerry Bullock claimed that he was  
19 working on it and that he would have that task done the following day, March 3,  
20 2009. Two days later, Bullock stated he had just finished breaking out the pre and  
21 post-trustee expenses and that he expected that the OSO GROUP's outstanding  
22 invoices to go to the "head of the line" since they had already been reviewed and  
23 approved by SEIU.

24 49. On March 9, 2009, Garnett Williams and John Gibbons contacted  
25 Jerry Bullock via phone. They informed BULLOCK that the OSO GROUP was  
26 now being threatened with multiple lawsuits for wages due and owing under the  
27 California Labor Code to former law enforcement officers and other persons on  
28 fixed retirement pensions hired by Plaintiff in both Southern and Northern

1 California to perform under the contract because of BULLOCK's and SEIU's  
2 failure to pay the OSO GROUP.

3 50. On March 11, 2009, the OSO GROUP's second invoice (#14542),  
4 dated January 28, 2009, in the amount of \$349,111.88, was paid in full via two  
5 wire transfers received from BULLOCK's Bank of America Account. Exhibit 10.  
6 That same day Garnett Williams wrote to Jerry Bullock stating the specifics of the  
7 three remaining OSO GROUP invoices which remained past due totaling  
8 \$1,834,414.13.

9 51. Between March 11, 2009 and March 25, 2009, Garnett Williams  
10 repeatedly contacted BULLOCK by telephone, letter and e-mail and demanded  
11 payment of the OSO GROUP's three outstanding invoices totaling \$1,834,414.13.  
12 In response, BULLOCK assured he was "working on it." On March 25, 2009, the  
13 OSO GROUP sent a second Demand Letter to BULLOCK demanding immediate  
14 payment of the three remaining outstanding invoices totaling \$1,834,414.13 by  
15 April 3, 2009. Exhibit 11.

16 52. On March 30, 2009 Jerry Bullock contacted John Gibbons via  
17 telephone, now claiming that SEIU would not pay OSO GROUP invoices which  
18 included a daily one (1) hour round trip "home to work charge" for each of the  
19 OSO GROUP's personnel. John Gibbons reiterated to BULLOCK that this was a  
20 normal charge in lieu of mileage, tolls and parking, and that it was standard  
21 practice in the industry, and also, that they had already paid these fees in  
22 connection with the two prior invoices without objection. Jerry Bullock then  
23 replied that if the Union would not pay it, would "come out of his (BULLOCK's)  
24 hide and OSO would get paid in full." Later that same day, BULLOCK telephoned  
25 Garnett Williams and represented to him that he was on his way to SEIU to  
26 resolve the payment of the outstanding OSO GROUP invoices.

27 53. On March 31, 2009, Jerry Bullock telephoned Garnett Williams and  
28 stated that an SEIU representative would be in contact with the OSO GROUP to

1 resolve the outstanding invoices directly. The next day, the OSO GROUP  
2 received an email from an attorney, Steven Hoffman, stating he would be  
3 handling the "dispute" between the OSO GROUP, BULLOCK, and SEIU.

4 54. On April 22, 2009, following a series of communications between the  
5 OSO GROUP's current counsel and Mr. Hoffman, the OSO GROUP received a  
6 wire transfer in the amount of \$909,980.00 in partial payment of the three  
7 outstanding OSO GROUP invoices (## 14548, 14562, 4564) totaling  
8 \$1,834,414.13. Exhibit 12. As a result of this partial payment, the principal  
9 amount currently due and owing the OSO GROUP, exclusive of interest, is  
10 \$924,434.13. Exhibit 13.

11 **FIRST CLAIM FOR RELIEF**

12 **BREACH OF CONTRACT**

13 **(AGAINST ALL DEFENDANTS)**

14 55. Plaintiff restates and realleges, and hereby incorporates by  
15 reference, Paragraphs 1 through 64, inclusive, as though fully set forth herein.

16 56. As set forth above, Plaintiff and Defendants entered into an oral  
17 contract on or about January 15, 2009, evidenced in part by various writings  
18 identified above and Defendants' awareness of, and acceptance of, Plaintiff's  
19 performance, wherein Plaintiff was retained to assist Defendants in connection  
20 with the trusteeship over UHW. The terms of the agreement required Plaintiff to,  
21 *inter alia*: (a) assist SEIU in conjunction with its efforts to document and legally  
22 perfect the grounds for the trusteeship; (b) provide security and surveillance  
23 services at various UHW facilities, including the UHW headquarters in Oakland;  
24 (c) provide executive protection and drivers for the upper echelon of SEIU  
25 leadership visiting California during the transition; and, (d) provide investigative  
26 assistance. The terms agreed to by Defendants also provided that: (a) general  
27 OSO GROUP personnel would be paid at rate of \$110.00 per hour; (b) Senior  
28 OSO GROUP personnel Garnett Williams and David Perticone would be paid at

1 the rate of \$150.00 per hour; and, (c) that all invoices submitted by Plaintiff would  
2 be paid via wire transfer "immediately upon receipt."

3 57. Plaintiff has performed all conditions, covenants and promises on its  
4 part to be performed under the terms of the contract, except those excused or  
5 prevented by Defendants' acts and omissions.

6 58. Defendants have materially breached the terms of the contract by  
7 failing and refusing, and continuing to fail and refuse, to honor their obligations,  
8 duties, responsibilities and promises under the terms of the agreement.

9 Defendants have also materially breached the contract in refusing to timely pay  
10 Plaintiff all monies due and owing under the terms of the agreement.

11 59. As a direct and proximate result of Defendants' material breaches of  
12 the parties' contract, Plaintiff has suffered general, special, and consequential  
13 damages in an amount exceeding \$924,434.13, plus prejudgment interest at the  
14 legal rate, according to proof at trial. As a further, direct and proximate result of  
15 Defendants' material breaches, Plaintiff has incurred contractual and legal  
16 obligations to third parties, including payment of wages owed to those third  
17 parties under the California Labor Code, in an amount according to proof at trial.  
18 As a further direct and proximate result of Defendants' material breaches, Plaintiff  
19 has also been deprived of the use, benefit, profit and interest on said sums in an  
20 amount to be ascertained and proved at trial.

21 **SECOND CLAIM FOR RELIEF**

22 **COMMON COUNTS**

23 **(AGAINST ALL DEFENDANTS)**

24 60. Plaintiff restates and realleges, and hereby incorporates by  
25 reference, Paragraphs 1 through 59, inclusive, as though fully set forth herein.

26 61. Within the last four years, Defendants became indebted to Plaintiff  
27 on an open book account for money due in the principal sum of \$924,434.13, and  
28 because an account was stated in writing by and between Plaintiff and

1 Defendants in which it was agreed that Defendants were indebted to Plaintiff in  
2 the principal sum of \$924,434.13.

3 62. Within the last two years, Defendants became indebted to Plaintiff  
4 for work, labor, services and materials rendered at the special instance and  
5 request of Defendants for which Defendants promised to pay Plaintiff the principal  
6 sum of \$924,434.13.

7 63. Within the last two years, Defendants became indebted to Plaintiff  
8 for money paid, laid out, and expended to or for Defendants and Defendants'  
9 special instance and request.

10 64. The amount of \$924,434.13, which is the reasonable value, is due  
11 and unpaid despite Plaintiff's demand, plus prejudgment interest at the legal rate  
12 from February 18, 2009, in an amount according to proof at trial.

13 **THIRD CLAIM FOR RELIEF**

14 **PROMISSORY ESTOPPEL**

15 **(AGAINST ALL DEFENDANTS)**

16 65. Plaintiff restates and realleges, and hereby incorporates by  
17 reference, Paragraphs 1 through 64, inclusive, as though fully set forth herein.

18 66. At all relevant times herein, Defendants, and each of them, acted in  
19 such a way as to lead Plaintiff to believe that Defendants, and each of them,  
20 would and did enter into the agreement as set forth herein in which Plaintiff was  
21 retained by Defendants to assist SEIU and provide substantial services to  
22 Defendants in connection with the trusteeship over UHW.

23 67. At all relevant times herein, Plaintiff was unaware of any  
24 unwillingness or inability on Defendants' part to enter into or perform the parties'  
25 agreement as set forth herein.

26 68. Plaintiff reasonably and detrimentally relied on Defendants'  
27 promises and representations regarding the parties' agreement as set forth  
28 herein, when Plaintiff entered into the agreement and when Plaintiff provided

1 substantial services for Defendants and performed pursuant to the terms of the  
2 agreement.

3 69. As a direct and proximate result of Defendants' acts and  
4 concealments, Plaintiff entered into the agreement and fully performed  
5 thereunder pursuant to its terms and Plaintiff has suffered general, special, and  
6 consequential damages in an amount exceeding \$924,434.13, plus prejudgment  
7 interest at the legal rate, according to proof at trial. As a further, direct and  
8 proximate result of Defendants' acts and concealments, Plaintiff has incurred  
9 contractual and legal obligations to third parties, including payment of wages  
10 owed to those third parties under the California Labor Code, and continues to  
11 incur substantial attorneys fees, legal expenses and costs in this action in an  
12 amount according to proof at trial. As a further direct and proximate result of  
13 Defendants' acts and concealments, Plaintiff has also been deprived of the use,  
14 benefit, profit and interest on said sums in an amount to be ascertained and  
15 proved at trial.

16 **FOURTH CLAIM FOR RELIEF**

17 **QUANTUM MERUIT**

18 **(AGAINST ALL DEFENDANTS)**

19 70. Plaintiff restates and realleges, and hereby incorporates by  
20 reference, Paragraphs 1 through 69, inclusive, as though fully set forth herein.

21 71. In or about February 2009, Defendants became indebted to Plaintiff  
22 in an amount exceeding \$924,434.13, which is the fair and reasonable value of  
23 the substantial services rendered by Plaintiff to Defendants at the special request  
24 and insistence of Defendants for which Defendants, then and there, promised to  
25 pay Plaintiff the reasonable value of such services rendered.

26 72. The reasonable value of the services rendered by Plaintiff to  
27 Defendants exceeds the sum of \$924,434.13.

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personnel;

- Pay Plaintiff in full for all services rendered and invoiced at rate of \$150.00 per hour by Plaintiff's personnel Garnett Williams and David Perticone;
- Pay all invoices submitted by Plaintiff for all services provided by Plaintiff via wire transfer "immediately upon receipt"; and,
- Provide Plaintiff with a formal, written Engagement Agreement including an indemnification provision indemnifying Plaintiff from any third party claims or lawsuits arising out of their provision of services in connection with the trusteeship proceedings –

were material and false, and were known to be false when they were made.

76. The true facts were that Defendants:

- Never intended to fulfill the terms of the parties' agreement;
- Never intended to pay Plaintiff in full for all services rendered by Plaintiff to document and legally perfect the grounds for the trusteeship over UHW;
- Never intended to pay Plaintiff in full for services rendered by Plaintiff to assist Defendants in connection with the implementation of the trusteeship over UHW;
- Never intended to pay Plaintiff in full for all services rendered by Plaintiff in providing manpower, security and surveillance services at various UHW facilities, including the UHW headquarters in Oakland, and in providing executive protection and drivers for the upper echelon of SEIU leadership visiting California during the transition;
- Never intended to pay Plaintiff in full for all services rendered by Plaintiff in providing investigative assistance;
- Never intended to pay Plaintiff in full for all services rendered and invoiced at rate of \$110.00 per hour by Plaintiff's general personnel,

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including a daily one (1) hour round trip “home to work charge” for each of the personnel;

- Never intended to pay Plaintiff in full for all services rendered and invoiced at rate of \$150.00 per hour by Plaintiff’s personnel Garnett Williams and David Perticone;
- Never intended to pay all invoices submitted by Plaintiff for all services provided by Plaintiff via wire transfer “immediately upon receipt”; and,
- Never intended to provide Plaintiff with a formal, written Engagement Agreement including an indemnification provision indemnifying Plaintiff from any third party claims or lawsuits arising out of their provision of services in connection with the trusteeship proceedings.

77. The material misrepresentations and concealments made by Defendants were intended to and did deceive Plaintiffs, and were made by Defendants without any intention of performing them and with the intent to defraud and induce Plaintiff to rely upon them and provide substantial services to Defendants and to lead Plaintiff to believe that Defendants, and each of them, would and did enter into the agreement as set forth herein in which Plaintiff was retained by Defendants to assist SEIU in connection with the trusteeship over UHW.

78. At the time Defendants’ material misrepresentations were made, Plaintiff was ignorant of the falsity thereof, was ignorant of the true facts, which Defendants suppressed and concealed, and was unaware of Defendants’ intention not to perform their promises.

79. In reasonable, justifiable, and actual reliance on Defendants’ intentional misrepresentations and false promises, Plaintiff entered into the agreement as set forth herein, provided substantial services to Defendants, performed pursuant to the terms of the parties’ agreement, and incurred

1 contractual and legal obligations to third parties, including payment of wages  
2 owed to those third parties under the California Labor Code. Had Plaintiff known  
3 the true facts, it would not have entered into the agreement as set forth herein,  
4 provided substantial services to Defendants, performed pursuant to the terms of  
5 the parties' agreement, and incurred contractual and legal obligations to third  
6 parties, including payment of wages owed to those third parties.

7 80. Plaintiff's reliance on Defendants' promises and representations  
8 were reasonable and justifiable.

9 81. As a direct and proximate result of Defendants' fraudulent  
10 misrepresentations and active concealment, Plaintiff has been generally,  
11 specifically and consequently damaged in an amount exceeding \$924,434.13  
12 plus prejudgment interest at the legal rate, according to proof at trial. As a further  
13 direct and proximate result of Defendants' fraudulent misrepresentations and  
14 active concealment, Plaintiff's reputation has been damaged and Plaintiff has  
15 also been deprived of the use, benefit, profit and interest on said sums in an  
16 amount to be ascertained and proved at trial.

17 82. The aforementioned conduct of Defendants involves intentional  
18 misrepresentation and concealment of material facts intended to deprive Plaintiff  
19 of property, legal rights, and to cause injury to it. This conduct was committed  
20 through malice, fraud, and oppression with intent to cause injury to Plaintiff  
21 through despicable conduct carried out with willful and conscious disregard of  
22 Plaintiff's rights and subjecting them to cruel and unusual hardships in conscious  
23 disregard of its rights and/or to deprive it of property and legal rights through  
24 intentional misrepresentation, deceit and concealment of material facts to justify  
25 an award of exemplary and punitive damages in an amount to be established at  
26 trial.

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**SIXTH CLAIM FOR RELIEF**  
**NEGLIGENT MISREPRESENTATION**  
**(AGAINST ALL DEFENDANTS)**

83. Plaintiff restates and realleges, and hereby incorporates by reference, Paragraphs 1 through 82, inclusive, as though fully set forth herein.

84. The representations made by Defendants to Plaintiff regarding their stated promises and representations to, *inter alia*:

- Pay Plaintiff in full for all services rendered by Plaintiff to document and legally perfect the grounds for the trusteeship over UHW;
- Pay Plaintiff in full for services rendered by Plaintiff to assist Defendants in connection with the implementation of the trusteeship over UHW;
- Pay Plaintiff in full for all services rendered by Plaintiff in providing substantial manpower, security, surveillance and protection services at various UHW facilities, including the UHW headquarters in Oakland, and in providing executive protection and drivers for the upper echelon of SEIU leadership visiting California during the transition;
- Pay Plaintiff in full for all services rendered by Plaintiff in providing investigative assistance;
- Pay Plaintiff in full for all services rendered and invoiced at rate of \$110.00 per hour by Plaintiff's general personnel, including a daily one (1) hour round trip "home to work charge" for each of the personnel;
- Pay Plaintiff in full for all services rendered and invoiced at rate of \$150.00 per hour by Plaintiff's personnel Garnett Williams and David Perticone;

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- 1 ● Pay all invoices submitted by Plaintiff for all services provided by
- 2 Plaintiff via wire transfer “immediately upon receipt”; and,
- 3 ● Provide Plaintiff with a formal, written Engagement Agreement
- 4 including an indemnification provision indemnifying Plaintiff from any
- 5 third party claims or lawsuits arising out of their provision of services
- 6 in connection with the trusteeship proceedings –

7 were material and false, and were known to be false, or in the exercise of  
8 reasonable care should have been known, to be false when they were made.

9 85. The true facts were that Defendants:

- 10 ● Never intended to fulfill the terms of the parties' agreement;
- 11 ● Never intended to pay Plaintiff in full for all services rendered by
- 12 Plaintiff to document and legally perfect the grounds for the
- 13 trusteeship over UHW;
- 14 ● Never intended to pay Plaintiff in full for services rendered by Plaintiff
- 15 to assist Defendants in connection with the implementation of the
- 16 trusteeship over UHW;
- 17 ● Never intended to pay Plaintiff in full for all services rendered by
- 18 Plaintiff in providing manpower, security and surveillance services at
- 19 various UHW facilities, including the UHW headquarters in Oakland
- 20 and in providing executive protection and drivers for the upper
- 21 echelon of SEIU leadership visiting California during the transition;
- 22 ● Never intended to pay Plaintiff in full for all services rendered by
- 23 Plaintiff in providing investigative assistance;
- 24 ● Never intended to pay Plaintiff in full for all services rendered and
- 25 invoiced at rate of \$110.00 per hour by Plaintiff's general personnel,
- 26 including a daily one (1) hour round trip “home to work charge” for
- 27 each of the personnel;

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- 1           ●     Never intended to pay Plaintiff in full for all services rendered and  
2                     invoiced at rate of \$150.00 per hour by Plaintiff's personnel Garnett  
3                     Williams and David Perticone;
- 4           ●     Never intended to pay all invoices submitted by Plaintiff for all  
5                     services provided by Plaintiff via wire transfer "immediately upon  
6                     receipt"; and,
- 7           ●     Never intended to provide Plaintiff with a formal, written Engagement  
8                     Agreement including an indemnification provision indemnifying  
9                     Plaintiff from any third party claims or lawsuits arising out of their  
10                    provision of services in connection with the trusteeship proceedings.

11           86.    The material misrepresentations and concealments made by  
12           Defendants were intended to and did deceive Plaintiffs, and were made by  
13           Defendants without any intention of performing them and with the intent to  
14           defraud and induce Plaintiff to rely upon them and provide substantial services to  
15           Defendants and to lead Plaintiff to believe that Defendants, and each of them,  
16           would and did enter into the agreement as set forth herein in which Plaintiff was  
17           retained by Defendants to assist SEIU in connection with the trusteeship over  
18           UHW.

19           87.    At the time Defendants' material misrepresentations were made,  
20           Plaintiff was ignorant of the falsity thereof, was ignorant of the true facts, which  
21           Defendants suppressed and concealed, and was unaware of Defendants'  
22           intention not to perform their promises.

23           88.    In reasonable, justifiable, and actual reliance on Defendants'  
24           negligent misrepresentations and false promises, Plaintiff entered into the  
25           agreement as set forth herein, provided substantial services to Defendants,  
26           performed pursuant to the terms of the parties' agreement, and incurred  
27           contractual and legal obligations to third parties, including payment of wages  
28           owed to those third parties under the California Labor Code. Had Plaintiff known

1 the true facts, it would not have entered into the agreement as set forth herein,  
2 provided substantial services to Defendants, performed pursuant to the terms of  
3 the parties' agreement, and incurred contractual and legal obligations to third  
4 parties, including payment of wages owed to those third parties.

5 89. Plaintiff's reliance on Defendants' promises and representations  
6 were reasonable and justifiable.

7 90. As a direct and proximate result of Defendants' negligent  
8 misrepresentations and active concealment, Plaintiff has been generally,  
9 specifically and consequently damaged in an amount exceeding \$924,434.13  
10 plus prejudgment interest at the legal rate, according to proof at trial. As a further  
11 direct and proximate result of Defendants' negligent misrepresentations and  
12 active concealment, Plaintiff's reputation has been damaged and Plaintiff has  
13 also been deprived of the use, benefit, profit and interest on said sums in an  
14 amount to be ascertained and proved at trial.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff prays for judgment against Defendants, and each  
17 of them, as follows:

18 **ON THEIR FIRST CLAIM FOR RELIEF AGAINST DEFENDANTS:**

- 19 1. For damages according to proof;
- 20 2. For interest on the damages according to proof;
- 21 3. For costs of suit, including reasonable attorneys fees; and,
- 22 4. For other such relief as is fair, just and equitable as the Court deems  
23 proper.

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**ON THEIR SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS:**

1. For the principal amount of \$924,434.13, plus prejudgment interest at the legal rate from February 18, 2009, in an amount according to proof at trial;
2. For costs of suit, including reasonable attorneys fees; and,
3. For other such relief as is fair, just and equitable as the Court deems proper.

**ON THEIR THIRD CLAIM FOR RELIEF AGAINST DEFENDANTS:**

1. For damages according to proof;
2. For interest on the damages according to proof;
3. For costs of suit, including reasonable attorneys fees; and,
4. For other such relief as is fair, just and equitable as the Court deems proper.

**ON THEIR FOURTH CLAIM FOR RELIEF AGAINST DEFENDANTS:**

1. For the reasonable value of the services rendered in a sum exceeding \$924,434.13 damages according to proof;
2. For interest on the damages according to proof;
3. For costs of suit, including reasonable attorneys fees; and,
4. For other such relief as is fair, just and equitable as the Court deems proper.

**ON THEIR FIFTH CLAIM FOR RELIEF AGAINST DEFENDANTS:**

1. For damages according to proof;
2. For interest on the damages according to proof;
3. For costs of suit, including reasonable attorneys fees;
4. For punitive and exemplary damages; and,
5. For other such relief as is fair, just and equitable as the Court deems proper.

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**ON THEIR SIXTH CLAIM FOR RELIEF AGAINST DEFENDANTS:**

1. For damages according to proof;
2. For interest on the damages according to proof;
3. For costs of suit, including reasonable attorneys fees; and,
4. For other such relief as is fair, just and equitable as the Court deems proper.

Dated: April 30, 2009

**SEGAL & KIRBY LLP**

By: 

MALCOLM S. SEGAL  
Attorneys for Plaintiff  
THE OSO GROUP, LTD.

Dated: April 30, 2009

**KASOWITZ, BENSON, TORRES & FREIDMAN LLP**

By: 

DONALD J. PUTTERMAN  
Attorneys for Plaintiff  
THE OSO GROUP, LTD.

**DEMAND FOR JURY TRIAL**

Plaintiff herein demands trial by jury on all claims.

Dated: April 30, 2009

**SEGAL & KIRBY LLP**

By: 

MALCOLM S. SEGAL  
Attorneys for Plaintiff  
THE OSO GROUP, LTD.

Dated: April 30, 2009

**KASOWITZ, BENSON, TORRES & FREIDMAN LLP**

By: 

DONALD J. PUTTERMAN  
Attorneys for Plaintiff  
THE OSO GROUP, LTD.