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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

) Case No.

) **RONDA BALDWIN-KENNEDY AND RONDA**
) **BALDWIN-KENNEDY FOR CONGRESS AN**
) **UNINCORPORATED**
) **ASSOCIATION COMPLAINT FOR**
) **DAMAGES FOR:**

) **1. BREACH OF CONTRACT**

) **2. INTENTIONAL INFLICTION OF**
) **EMOTIONAL DISTRESS**

) **3. BREACH OF IMPLIED COVENANT**
) **OF GOOD FAITH AND FAIR**
) **DEALINGS**

) **4. CONVERSION**

) **5. UNFAIR BUSINESS PRACTICES**
) **BUSINESS & PROFESSIONS CODE**
) **§17200**

) **6. NEGLIGENT INFLICTION OF**
) **EMOTIONAL DISTRESS**

) **7. MISREPRESENTATION**

) **8. FRAUD**

) **DEMAND FOR JURY TRIAL**

RONDA BALDWIN-KENNEDY, AN
INDIVIDUAL AND RONDA BALDWIN-
KENNEDY FOR CONGRESS AN
UNINCORPORATED ASSOCIATION

Plaintiff

vs.

GRASSROOTS PARTNERS, LLC. A
Corporation; CONSTANTIN QUERARD , an
individual. AND DOES 1-50;

Defendant

**1
COMPLAINT**

JK

1 COMES NOW PLAINTIFF RONDA BALDWIN-KENNEDY FOR CONGRESS, AN
2 UNINCORPORATED ASSOCIATION (hereinafter "Plaintiff"), allege as follows:

3 1. This is a complaint for breach of contract, intentional infliction of emotional distress,
4 breach of implied covenant of good faith and fair dealings, conversion, unjust enrichment, unfair
5 business practices, negligent infliction of emotional distress, misrepresentation and fraud against
6 Defendants Constantin Querard, GRASSROOTS PARTNERS, I LC; and DOES 1 to 50
7 (hereinafter Defendants").
8

9 **PARTIES**

10 2. Plaintiff, RONDA BALDWIN-KENNEDY FOR CONGRESS, AN
11 UNINCORPORATED ASSOCIATION, is and at all times herein was, an entity located in Ventura
12 County.

13 3. Plaintiff is informed and believes and based thereon alleges that Grassroots Partners, LLC.
14 herein is an entity doing business and headquartered in the city of Litchfield, , state of
15 Arizona.
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17 4. Plaintiff is informed and believes and based thereon alleges that Defendant
18 Constantin Querard individually, and at all times herein was resident of the city of Litchfield, state
19 of Arizona.

20 5. The true names and capacities of defendants sued herein by the fictitious names of Does 1-
21 50, and each of them, whether individual, corporate, associate, or otherwise, are unknown to the
22 Plaintiff, who, therefore, sues said defendants by such fictitious names. Plaintiff alleges that each
23 of the defendants designated herein as a DOE is negligently, contractually, and or in some other
24 way responsible for the events and happenings herein referred to and for the injuries and damages
25 as herein alleged. At the present time, Plaintiff is informed and believes and based thereon alleges
26 that each of the so-named DOE defendants was the agent, servant, employee, owner, apparent, or
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1 otherwise authorized designated representative of each other. Each and every allegation herein,
2 unless otherwise so designated, applies to each and every such DOE defendant.

3 **JURISDICTION AND VENUE**

- 4 6. The Court has personal jurisdiction over the Defendants through consent.
5 7. Venue is proper in Ventura, as the Parties have consented for this matter to be heard in
6 Ventura County.
7 8. Damages suffered by Plaintiff exceed the Court's jurisdictional minimum.
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9 **GENERAL ALLEGATIONS**

10 9. On or about June 3, 2019, Ronda Baldwin-Kennedy for Congress, a California Campaign
11 committee after meeting with McShane LLC and Constantin Querard entered into a contract
12 ("Contract") with McShane LLC a Nevada Corporation for Political consulting services.
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14 10. As part of the Contract, McShane LLC was supposed to provide Strategic Consulting,
15 Campaign Management Advice, Plan & Budget, supervise Vendors and potentially some other
16 tasks that may come up with Plaintiff's approval.

17 11. It was Plaintiff's understanding and belief that Defendant and McShane LLC were working
18 together as one team.

19 12. Defendant never presented a separate contract to Plaintiff. Defendants did not discuss
20 separate terms.
21

22 13. On or about August 19, 2019, Plaintiff terminated its contract with McShane due to non-
23 performance of its duties and obligations under said Contract.

24 14. Based on information and belief, Defendant failed in their duties to physically visit
25 Plaintiff's District.
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- 1 15. Based on information and belief, Defendants and McShane LLC did not search for lowest
2 price for campaign items. Defendants and McShane LLC did so knowing that the campaign
3 budget could not afford such a cost.
- 4 16. Based on information and belief, Defendants and McShane were receiving a commission
5 from the company providing the campaign items a fact Defendants and McShane failed to
6 mention or disclose to Plaintiff.
- 7 17. Based on information and belief, as the individual in charge of budget and planning,
8 Defendants and McShane LLC did not raise one penny for the campaign.
- 9 18. Based on information and belief, Defendant failed to monitor, maintain, inspect and
10 respond to Plaintiff's email address set up by McShane LLC.
- 11 19. Based on information and belief, Defendant and McShane LLC specifically used an out of
12 state company for Plaintiff's campaign shirts in order to charge Plaintiff a premium price
13 and receive a commission from the shirt vendor.
- 14 20. Plaintiff paid a separate fee of \$1,500 for the design and \$300 for hosting for a campaign
15 website.
- 16 21. After Plaintiff informed Defendants and McShane that their services were terminated,
17 Defendant and McShane would not release the login information for Plaintiff's website. It took
18 weeks for Plaintiff to finally achieve access to said website.
- 19 22. Based on information and belief, the delay caused Plaintiff to lose donations and precious
20 time during the election.
- 21 23. Based on information and belief, Defendant and McShane held themselves out as qualified
22 campaign consultants when they were not.
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**FIRST CAUSE OF ACTION
FOR BREACH OF CONTRACT
(Against All Defendants)**

24. Plaintiffs re-allege and incorporate by reference each and every allegation contained in paragraphs 1 to 23 as though fully set forth herein.

25. Plaintiffs and Defendants entered into a contract under which Defendants were supposed to be perform campaign consulting

26. On or about August 19, 2019, it became apparent that Defendants and McShane could not and were not upholding their end of the contract as Defendant failed amongst other things, to provide a written campaign plan, failed to serve as a campaign spokesperson, failed to monitor and respond to the campaign emails, failed to adequately select and supervise vendors of goods and services, failed to provide the log-in information for Plaintiff's campaign websites.

27. As a result of Defendants and McShane inability to perform under the Contract, Plaintiffs suffered economic setbacks as well as they were unable to communicate with constituents, thereby causing Plaintiff's donations and votes.

28. Even though Defendants were unable to fulfill their end of the contract, Defendants still collected payments from Plaintiff.

**SECOND CAUSE OF ACTION
FOR INTENTIONAL INFLICATION OF EMOTIONAL DISTRESS
(Against All Defendants)**

29. Plaintiff re-alleges and incorporates by reference each and every allegation contained in paragraphs 1 to 28 as though fully set forth herein.

30. Defendants engaged in, instigated, and directed a course of extreme and outrageous conduct with the intention of causing, or reckless disregard of the probability of causing, emotional distress to Plaintiff.

31. As a proximate result of the acts alleged herein, Plaintiff suffered severe or

1 extreme emotional distress, entitling them to damages in an amount to be proven at trial.

2 32. Defendant's wrongful conduct was a substantial factor in causing Plaintiff harm.

3 33. The conduct of Defendants in and not limited to intentionally misrepresenting to
4 Plaintiff's that Defendants would provide a written campaign plan, would serve as a campaign
5 spokesperson, would monitor and respond to the campaign emails, would select and supervise
6 vendors of goods and services based on their offers and not based on the amount of kickbacks
7 Defendant would receive, and return the log-in information for Plaintiff's campaign websites upon
8 termination. Defendants acts described above were intentional, willful, and calculated to cause
9 damage to Plaintiff. The conduct of Defendants was perpetrated with actual malice and ill will
10 toward Plaintiff, and with the intentional and improper purpose of causing damage. There is no
11 justifiable cause for Defendants' actions. As a result, an award of exemplary or punitive damages
12 is warranted in an amount proven at trial.
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15 **THIRD CAUSE OF ACTION**
16 **FOR BREACH OF IMPLIED COVENANT**
17 **OF GOOD FAITH AND FAIR DEALING**
18 **(Against All Defendants)**

19 34. Plaintiffs re-allege and incorporate by reference each and every allegation
20 contained in paragraphs 1 to 33 as though fully set forth herein.

21 35. Plaintiff and Defendants entered into a contract.

22 36. Plaintiffs were in a position to fulfill their contractual obligations.

23 37. Defendants unfairly interfered with Plaintiff's rights to receive the benefits
24 of the contract by misrepresenting to them that Defendants would provide a written campaign plan,
25 would serve as a campaign spokesperson, would monitor and respond to the campaign emails,
26 would select and supervise vendors of goods and services based on their offers and not based on the
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1 amount of kickbacks Defendant would receive, and return the log-in information for Plaintiff's
2 campaign websites upon termination..

3 38. Plaintiffs were harmed by Defendants' conduct.

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5 **FOURTH CAUSE OF ACTION**
6 **CONVERSION**
7 **(Against All Defendants)**

8 39. Plaintiffs re-allege and incorporate by reference each and every allegation
9 contained in paragraphs 1 to 38 as though fully set forth herein.

10 40. Pursuant to Plaintiffs and Defendants contract, Defendants were
11 supposed to provide a written campaign plan, serve as a campaign spokesperson, monitor and
12 respond to the campaign emails, adequately select and supervise vendors of goods and services,
13 provide the log-in information for Plaintiff's campaign websites for which they were paid \$1,800.

14 41. Defendants wrongfully misappropriated the funds received from Plaintiffs
15 for their own benefit and to Plaintiffs' detriment, in violation of Plaintiffs' property rights.

16 42. As a proximate result of Defendants' act of conversion, Plaintiffs have been deprived of
17 their property rights and suffered damages in an amount to be proved at trial.

18 43. The aforementioned acts by Defendants were willful, wanton, malicious, and oppressive,
19 were undertaken with the intent to defraud, and justify the awarding of exemplary and punitive
20 damages.
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23 **FIFTH CAUSE OF ACTION**
24 **BUSINESS AND PROFESSIONS CODE §17200**
25 **(Against All Defendants)**

26 44. Plaintiff incorporates herein paragraphs 1-43 above as if set forth fully herein.
27 Defendant, by virtue of the actions and failures to act described hereinabove, committed violations
28 of California Business and Professions Code section 17200 et seq.

1 45. As an actual and proximate result of Defendants' violation of said Business and
2 Professions code described above, Plaintiffs have been injured in an amount to be proven at trial.

3 46. In breaching said Business and Professions Code provisions, Defendants acted with
4 oppression, fraud or malice.

5 **SIXTH CAUSE OF ACTION**
6 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
7 **(Against All Defendants)**

8 47. Plaintiffs re-alleges and incorporates by reference each and every allegation
9 contained in paragraphs 1 to 46 as though fully set forth herein.

10 48. Defendants owed Plaintiffs a duty to conduct business in a fair and
11 equitable way and not to engage in unfair business practices.

12 49. In carrying out the above conduct, Defendants breached a duty owed to
13 Plaintiff to conduct business in a fair and equitable manner.

14 50. Defendants, and each of them, knew or should have known that the above conduct
15 would cause Plaintiffs extreme emotional distress.

16 51. As a proximate result of Defendants' negligent conduct, Plaintiffs suffered
17 and will continue to suffer extreme humiliation, embarrassment, mental anguish and emotional
18 distress in an amount according to proof.

19 52. Defendants' negligence was a substantial factor in causing Plaintiffs serious emotional
20 distress.

21 **SEVENTH CAUSE OF ACTION**
22 **MISREPRESENTATION**
23 **(Against All Defendants)**

24 53. Plaintiffs re-alleges and incorporates by reference each and every allegation
25 contained in paragraphs 1 to 52 as though fully set forth herein.

26 54. The actions and representations described above were made intentionally, recklessly and
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1 negligently.

2 55. The actions and representations described above were material.

3 56. The representations described above were reasonably relied on by Plaintiffs in
4 choosing Defendants to provide a written campaign plan, to serve as a campaign spokesperson, to
5 monitor and respond to the campaign emails, to adequately select and supervise vendors of goods
6 and services, to provide the log-in information for Plaintiff's social media and campaign websites
7 and other acts in reliance thereon.

8 57. Said reliance by Plaintiffs actually and proximately caused Plaintiffs
9 damages in an amount to be proven at trial.

10 58. In performing the acts and omissions described herein above, Defendants acted with
11 oppression, fraud or malice.

12 **EIGHTH CAUSE OF ACTION**
13 **FRAUD**
14 **(Against All Defendants)**

15 59. Plaintiffs re-alleges and incorporates by reference each and every allegation
16 contained in paragraphs 1 to 58 as though fully set forth herein.

17 60. Plaintiffs had a right to expect full and fair communications from
18 Defendants regarding Defendants to provide a written campaign plan, to serve as a campaign
19 spokesperson, to monitor and respond to the campaign emails, to adequately select and supervise
20 vendors of goods and services, to provide the log-in information for Plaintiff's social media and
21 campaign websites and Defendants' adherence to the obligations set forth in the contract.

22 61. Defendants intentionally failed to disclose and therefore actively concealed from
23 Plaintiffs that Defendants were not able to provide an adequate written campaign plan, to serve as a
24 campaign spokesperson, to monitor and respond to campaign emails, to adequately select and
25 supervise vendors of goods and services without receiving kickbacks from such, to provide the log-
26 in information for Plaintiff's social media and campaign websites upon termination of the Contract.
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1 62. Defendants conduct was done intentionally, with malice, and for the purpose of
2 depriving Plaintiffs of funds it had allocated to campaign spending.

3 63. Plaintiffs relied on Defendants obligation to act truthfully and to
4 accurately disclose Defendants' abilities to provide an adequate written campaign plan, to serve as a
5 campaign spokesperson, to monitor and respond to campaign emails, to adequately select and
6 supervise vendors of goods and services without receiving kickbacks from such, to provide the log-
7 in information for Plaintiff's social media and campaign websites upon termination of the Contract.

8 64. Defendants' conduct was done in furtherance of their own private interests, and was
9 willful, malicious, wanton, and oppressive, and done with conscious indifference to the
10 consequences and with specific intent to harm Plaintiffs. Accordingly, Plaintiffs are entitled to an
11 award of punitive damages in an amount to be proven at trial and sufficient to punish, penalize and
12 deter Defendants from engaging in such conduct in the future.
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15 **PRAYER FOR RELIEF**

16 *WHEREFORE*, Plaintiffs seeks judgement against Defendants for:

- 17 1. Compensatory damages (consisting of general and special damages) in an amount to be
18 proven at trial;
19 2. Exemplary and Punitive damages;
20 3. Reasonable attorneys' fees and costs of suit;
21 4. Costs incurred herein; and
22 5. Such other and further relief as justice may require.
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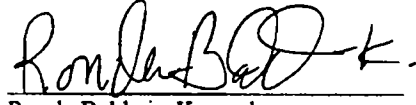
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JURY DEMAND

Plaintiffs hereby demand a trial of their claims against all defendants by jury.

Dated: December 9, 2020

**LAW OFFICES OF RONDA
BALDWIN-KEENEDY**



Ronda Baldwin-Kennedy
Attorney for Plaintiff