

than one basis, and in such case, the several bases are set forth, each representing a "Cause of Action", also sometimes referred to as a "Claim for Relief". The cross-complaint includes seven Causes of Action. Not all causes of action are necessary in order to obtain a judgment, and the evidence required under any cause may differ from that required under others. The point is that the plaintiff alleges all causes so that if the evidence is found insufficient for one or more causes, there will still be a basis for judgment under other causes set forth.

Actually, the only Cause of Action which directly concerns us at this point is the fifth cause commencing on page 15, paragraph 82. This cause of action names as defendants Third Mutual, GRF, Robert Hatch, and Jim Matson. There is no need to refer to the unidentified defendants until they are identified. The basis for this cause or claim is the alleged interference with contractual relations. There is no need to elaborate further on this claim since it is set forth in simple language on page 15 (see below).

Cross-complaint Page 15, Par 82

The cross-complaint by Johns contains Seven Causes of Action, and the Fifth Cause of Action is the only action in the complaint directed against representatives of LWV as follows:

"Fifth Cause of Action

Interference with Contractual Relations

(against Van Hoomissen, JDTP, MSFDAR, Third, GRF, Hatch, Matson and Roes 51-100)

Johns realleges and incorporates herein by reference each of the allegations set forth above as if fully set forth herein.

Van Hoomissen, JDTP, MSFDAR, Third Grf, Hatch, Matson, and each of them, knew that there was an employment contract between Johns and PCM.

In October and November 2009, Third GRF, Hatch, Matson, and each of them, interfered with the employment contract between Johns and PCM with the intention to disrupt the performance of this contract by PCM by, among other things, requesting that PCM terminate Johns' employment. Johns is informed and believes and thereon alleges that the reason that GRF, Hatch, Matson and its board members, including Hatch and Matson, that instituting a proposed transfer fee on incoming home buyers would violate the California Civil Code. Instead of relying on Johns' expertise in this matter, GRF, Hatch, Matson, conspired to get rid of Johns so that they could impose this illegal fee.

Johns is informed and believes and thereon alleges that the reason that Third, and each of them, made such request is because Johns informed it, and its board members that Third, through its board members, was engaging in sexual harassment and was also violating California law and its own bylaws.

Van Hoomissen, JDTP, MSFDAR, interfered with Johns' employment contract by negotiating with Third for Johns' termination.

Van Hoomissen, JDTP, MSFDAR, Third, GRF, Hatch, Matson, and each of them, engaged in conduct that prevented performance by PCM in that PCM terminated Johns' employment contract.

As a direct and proximate cause of the interference by Van Hoomissen, JDTP, MSFDAR, Third, GRF, Hatch, Matson, and each of them, Johns has suffered and continues to suffer general, compensatory, and special damages, including loss of wages and benefits, future loss of wages and benefits, and emotional distress and physical illness in an amount unknown, but according to proof at trial.

The conduct by Van Hoomissen, JDTP, MSFDAR, Third, GRF, Hatch, Matson, and each of them, in requesting and negotiating with regard to Johns' termination because he told the entities and individu-

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