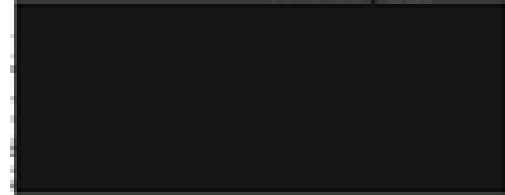


1 Amy T. Wootton, Esq. (SBN 188856)  
2 Nicole K. Brooks (SBN 198225)  
3 WOOTTON LAW GROUP, LLP



**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange

**04/13/2011** at 09:40:42 AM  
Clerk of the Superior Court  
By Maart H Nordman, Deputy Clerk

6 Attorneys for Plaintiff  
7 RONANN MYERS

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF ORANGE

11  
12 RONANN MYERS, an individual,

13 Plaintiff,

14 vs.

15 GRETCHEN CHRISTINE ROSSI, an  
16 individual; SLADE SMILEY, an individual;  
17 GRETCHEN CHRISTINE BEAUTE, a business  
18 entity of unknown origin; GER PROPRIETORS,  
19 LLC, a limited liability company, and DOBS  
20 through 10, inclusive.

21 Defendants.

Case No. 30-2011-00406967-CU-CO-CJC

Judge Glenda Sanders

**VERIFIED COMPLAINT FOR  
DAMAGES:**

- 1. BREACH OF CONTRACT
- 2. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- 3. BREACH OF FIDUCIARY DUTIES
- 4. FRAUD/DECEIT
- 5. CONSTRUCTIVE FRAUD
- 6. FRAUDULENT CONSPIRACY
- 7. CONVERSION
- 8. NEGLIGENT INTERFERENCE WITH CONTRACTUAL RELATIONS
- 9. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
- 10. NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
- 11. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

- 12. MONEY HAD AND RECEIVED
- 13. ACCOUNTING
- 14. UNJUST ENRICHMENT
- 15. CONSTRUCTIVE TRUST
- 16. DECLARATORY RELIEF
- 17. QUANTUM MERUIT

[JURY TRIAL DEMANDED]

COME NOW Plaintiff RonAnn Myers and alleges on knowledge as to herself and her own acts, and on information and belief as to all other matters:

**L**  
**PARTIES**

1. At all times mentioned herein, Plaintiff RonAnn Myers ("Plaintiff") was, and now is, a citizen of this State, and an individual residing in the County of Los Angeles, State of California. At all times referenced herein, Plaintiff was and now is a principal, partner, shareholder, owner, controller or operator of the makeup line known as "Gretchen Christine Beaute" or "Gretchen Christine Cosmetics," business entities of unknown origin, known to have conducted, and conducting, business in the County of Orange, State of California.

2. At all times mentioned herein, Defendant Gretchen Christine Rossi ("Rossi") was, and now is, a citizen of this State, and an individual residing in the County of Orange, State of California. At all times referenced herein, Rossi was and now is a principal, partner, shareholder, owner, controller or operator of the makeup line known as "Gretchen Christine Beaute" or "Gretchen Christine Cosmetics," business entities of unknown origin, known to have conducted, and conducting, business in the County of Orange, State of California.

3. At all times mentioned herein, Defendant Slade Smiley ("Smiley") was, and now is, a citizen of this State, and an individual residing in the County of Orange, State of California.

4. At all times mentioned herein, Defendant Gretchen Christine Beaute (sometimes referred to as "GCB") is a business entity of unknown origin, known to have conducted, and conducting, business in the County of Orange, State of California.

1           5.       At all times mentioned herein, Defendant GCR Proprietors, LLC ("GCR") is a  
2 limited liability company authorized to transact business, and transacting business in the County  
3 of Orange, State of California.

4           6.       Plaintiff is ignorant of the true names and capacities of those Defendants sued  
5 herein as DOES 1 through 10, inclusive, and therefore sues said Defendants by fictitious names.  
6 Plaintiff is informed and believes and acting upon such information and belief alleges that  
7 Defendants sued herein as DOES 1 through 10, inclusive, are individuals, corporations, limited  
8 liability companies, partnerships, joint venturers, sole proprietorships, or some other form of  
9 business organization unknown to this Plaintiff, and those fictitiously named business  
10 Defendants are duly organized and existing under and by virtue of the laws of the State of  
11 California, and are authorized to do and doing business in the County of Orange, State of  
12 California, and all counties of California, and that each fictitiously named Defendant, DOES 1  
13 through 10, are responsible in some manner for the occurrences herein alleged and each cause of  
14 action as hereinafter set forth and the damages caused thereby and that Plaintiff's damages as  
15 hereinafter alleged were proximately and legally caused by such Defendants.

16           7.       Plaintiff is informed and believes and acting upon such information and belief  
17 alleges that at all times mentioned, each named Defendant and/or DOE Defendant was the agent,  
18 servant, employee, representative, broker, partner, joint venturer, co-conspirator, aider and  
19 abettor and/or in some other relationship and acting in concert with or aided and abetted each  
20 remaining named Defendant and/or DOE Defendant, and in doing the things herein alleged in  
21 this Complaint, were acting within the course and scope of such agency, employment,  
22 representation, servitude, and concert of action, brokerage, joint venturer, aider/abettor, and/or  
23 co-conspirator. Plaintiff is informed and believes and upon such information alleges that  
24 Defendants, and each of them, entered into plans, schemes, designs, and conspiracies in or  
25 around February 2009, and since that time have engaged in a continuing plan, scheme, design,  
26 course of conduct and conspiracy that continues to the date of filing of this Complaint, and the  
27 last act of which has not yet occurred, to deprive and continue to deprive Plaintiff of money,  
28 property and property rights as alleged herein.

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II.

**FACTUAL BACKGROUND**

**Plaintiff Was A Successful Makeup Artist Who Planned To Start A Makeup Line**

8. Plaintiff is a well known professional makeup artist in Southern California. Plaintiff has enjoyed a successful career. She has an excellent reputation in the makeup industry, and over the years has made widespread contacts with wholesale cosmetic manufacturers and distributors. Plaintiff was Rossi's personal makeup artist for several years.

9. Plaintiff's life-long ambition was to start her own cosmetics company. Her plan was to launch a moderately priced makeup line called "Wiinks." She intended to enter into a contract with Lady Burd Cosmetics ("Lady Burd") (a company with whom Plaintiff has done business with since 2001) to manufacture the products.

**The Real Housewives of Orange County**

10. *The Real Housewives of Orange County* ("Housewives") is a syndicated reality television series broadcasting on Bravo TV. The show tapes from May through September, and airs shortly thereafter. The Bravo TV website describes the show as

The sun-loving girls of Southern California are back and on the prowl for steamy suburban drama, all against the dramatic backdrop of changing economic times in the wealthy enclave of Orange County.

11. The reality show follows the lives of five women who live in Orange County, California. Rossi is one of the five main characters on the show. Smiley makes regular appearances on *Housewives*. Smiley is Rossi's long-term boyfriend. They live together in Rossi's home located in Costa Mesa, California.

**Plaintiff Agrees To Include Rossi In Her Plans To Start A Cosmetics Business**

12. Plaintiff was Rossi's personal makeup artist and friend for approximately seven years.

13. In early-February 2009, Plaintiff was doing Rossi's makeup for a photo shoot. Plaintiff casually mentioned her plans to start her own makeup line. Rossi expressed an

1 immediate interest in becoming Plaintiff's business partner. After serious consideration,  
2 Plaintiff agreed to include Rossi in her vision.

### 3 **A Partnership Is Formed**

4 14. Plaintiff and Rossi agreed to pool their resources, launch a makeup line and form  
5 a business partnership ("Partnership" or "Makeup Line"). They mutually agreed that each  
6 partner would have equal rights in the management and control of the Partnership, as well as a  
7 fifty-percent (50%) interest in the equity of the Partnership. They further agreed that Plaintiff  
8 would contribute her knowledge of and background in makeup, her professional skills as a  
9 makeup artist, and her substantial contacts within the cosmetics industry to the design,  
10 distribution and selling of the product; and Rossi would contribute her name and personality to  
11 the distribution and marketing of the Makeup Line. Such terms were memorialized in a draft  
12 Partnership Agreement (prepared by Smiley), and in an email, dated July 16, 2009, from Rossi to  
13 Plaintiff, as follows:

14 The partnership consisted of you and I bringing something  
15 valuable to the table. You obviously bringing your expertise and  
16 your talent, as well as contacts to the table in order to have a good  
17 product. I was bringing the marketing (PR, my name, if from being  
18 on the show), and the vehicle of the show to launch this product  
19 nationally and quite possibly internationally to the table.

20 If the Partnership dissolved, Plaintiff and Rossi agreed to split shares equally. No one would  
21 own or continue to operate the Makeup Line.

22 15. Plaintiff and Rossi each contributed an initial investment of \$5,000.00 to the  
23 Partnership.

24 16. On or about August 5, 2009, Plaintiff and Rossi filed a Fictitious Business Name  
25 Statement with the Orange County Clerk, naming both Plaintiff and Rossi as registered owners  
26 of GCB.

27 17. On or about August 6, 2009, Plaintiff and Rossi opened a joint bank account at  
28 Wells Fargo Bank. They deposited \$10,000.00 into the account.

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1 **Plaintiff Managed And Controlled The Partnership**

2 18. Plaintiff worked tirelessly to create the Makeup Line she always dreamed of.  
3 Plaintiff's all-encompassing involvement in the Partnership significantly eclipsed that of her  
4 partner, Rossi.

5 19. Plaintiff Coordinated The Manufacture Of The Product: Over the years, Plaintiff  
6 established significant contacts with wholesale cosmetic manufacturers and distributors. She  
7 established a long standing relationship with Lady Burd, a private label manufacturer based out  
8 of Long Island, New York. Immediately after Plaintiff and Rossi formed the Partnership,  
9 Plaintiff contacted Lady Burd, and scheduled an appointment to visit Lady Burd's Beverly Hills  
10 showroom.

11 20. On February 10, 2009, Plaintiff and Rossi toured the Beverly Hills showroom,  
12 and met with Melissa Cutting ("Cutting"). Cutting is Plaintiff's long-time friend and colleague.  
13 The women advised Cutting of their plans to launch a cosmetics line, and discussed colors,  
14 packaging, product presentation, and product names with her. Lady Burd agreed to manufacture  
15 the product for the Makeup Line.

16 21. In March 2009, Plaintiff and Rossi attended a general meeting at the Ladyburd  
17 Beverly Hills showroom. They attended a second meeting in May 2009, at which time they  
18 ordered the initial installment of makeup products.

19 22. From February 2009 through October 2009, Plaintiff worked intimately with  
20 Lady Burd to create product for the Makeup Line. During this time, Plaintiff placed several  
21 orders with Ladyburd.

22 23. Plaintiff Created A Wide Array of Product For The Makeup Line: Given her  
23 professional experience, the women agreed that Plaintiff would be responsible for selecting  
24 product appropriate for the line.

25 24. Product hand-picked and designed by Plaintiff is currently for sale on Rossi's  
26 website under the name "Gretchen Christine Beaute." The custom eye shadow palettes,  
27 described as one of the Makeup Line's "signature pieces" on Rossi's website, is, and at all times  
28 was, Plaintiff's original idea. Plaintiff collaborated on the color palettes (The Goddess, The

1 Golden Girl, and The Vixen); and designed the product itself (e.g., decided which specific eye  
2 shadows should be grouped together in each compact).

3 25. From February 2009 through October 2009, Plaintiff repeatedly selected a wide  
4 array of product for the line (e.g., eye shadows, eye shadow palettes, lip liners, lip gloss,  
5 eyeliners, eye shadow, and blush). Plaintiff was in the process of placing additional orders for  
6 such product at the time Rossi ceased all communications with her.

7 26. Plaintiff was actively involved in creating product appropriate for the makeup  
8 line. As featured on a televised episode of *Housewives*, Plaintiff, in concert with Lady Burd,  
9 independently designed the product. On Episode 11, Plaintiff shows Rossi the product she  
10 designed for the Makeup Line. Rossi repeatedly praises and thanks Plaintiff for her work. The  
11 items created and designed by Plaintiff are, and at all times were, available for sale on Rossi's  
12 website ([www.gretchenchristine.com](http://www.gretchenchristine.com)); and include, but are not limited to:

- 13 • Blush Glows: Happy Hour, Bosa Nova, Stone;
- 14 • Powder Blush: Believe, Hush, Pansy;
- 15 • Indelible Lines (Lip Liners): Tough, Braisin', Bourbon, Heather, Choco Latte,  
16 Cherry Bark;
- 17 • Indelible Eyeliners: Verde, Cool Breeze, Nightgale, Raven, Brownie;
- 18 • Matte Eye Shadows: Basha, Brownie, Truck;
- 19 • Frosted Eye Shadows: Comet, Fossil Gold, Navy Seal, Mistress, Sky High.

20 27. Plaintiff Created Logos and Markers For The Makeup Line: The original name  
21 of Plaintiff's makeup line was "Wiinks." Wiinks is Plaintiff's personal branding. When  
22 Plaintiff agreed to take Rossi on as a partner, the pair agreed to name the Makeup Line "Wiinks  
23 for Gretchen Christine." The name appropriately represented both women as equal partners:  
24 "Wiinks" identified Plaintiff's personal branding; and "... for Gretchen Christine" identified  
25 Rossi.

26 28. Plaintiff hired a graphics design firm (Think Farm) with whom she worked  
27 tirelessly to create the "Wiinks for Gretchen Christine" logo.

28 ///

1           29.     In July 2009, Rossi and Smiley unilaterally moved to change the name of the  
2 Makeup Line. They conspired to have the makeup line identified by Rossi only, totally  
3 eliminating any reference to Plaintiff or her personal branding (Wiinks). They pressured  
4 Plaintiff into agreeing to the name change. Plaintiff unwittingly agreed (due to time constraints  
5 related to the August 2009 launch date), yet cautioned Rossi and Smiley against using the name  
6 "Gretchen Christine Cosmetics." Plaintiff created the name for the Makeup Line (Gretchen  
7 Christine Beaute); and designed the block style type-font that appears in the logo.

8           30.     Plaintiff Appeared On *Housewives* As Rossi's "Business Partner." In June and  
9 July 2009, Bravo camera crews filmed Plaintiff and Rossi discussing the Makeup Line. In both  
10 episodes, Plaintiff is identified as "Ron-Ann, Gretchen's Business Partner." Rossi describes  
11 Plaintiff as her "partner," adding that the pair have been "... working [their] butts off..." getting  
12 their business off the ground.

13           31.     On June 15, 2009), Plaintiff and Rossi are filmed discussing color choices for the  
14 eyeshadow palettes, and the logo for their new cosmetics line.

15           32.     On July 7, 2009, Plaintiff and Rossi are filmed discussing the logo design, and  
16 the upcoming launch of the Makeup Line at the Womens Empowerment Expo ("Expo").

17           33.     Plaintiff Was Actively Involved In Launching The Makeup Line At The Womens  
18 Empowerment Expo: Plaintiff attended the Expo in August 2009. On Wednesday, August 26,  
19 2009, Plaintiff arrived at the Long Beach Convention Center at approximately 6:30 p.m., and  
20 spent more than two (2) hours setting up the booth. She organized all of the cosmetics for  
21 display, coordinated all promotional advertising, and managed the overall set-up and  
22 presentation.

23           34.     On Friday, August 28, 2009, Plaintiff arrived at the Expo at approximately 9:00  
24 a.m. She worked all day, not leaving until after 6:00 p.m. A Bravo film crew was on hand to  
25 film the women participating in the event.

26           35.     Rossi, whom was hired as an Expo spokesperson for which she received  
27 substantial compensation, spent the entire day fulfilling her duties as a spokesperson, which  
28

1 included socializing with other vendors participating in the event. Unlike her partner, Plaintiff  
2 spent the entire day behind the booth, promoting the Makeup Line.

3 36. On Saturday, August 29, 2009, Plaintiff arrived at the Expo in the afternoon, after  
4 completing a prior work commitment. She remained at the Expo until after 6:00 p.m. Plaintiff  
5 observed Rossi "socializing" with other Expo vendors. Again, Rossi was not at the booth  
6 promoting the Makeup Line.

7 37. On Sunday, August 30, 2010, Plaintiff worked all day at the Expo, breaking down  
8 the booth with Smiley. Rossi left early.

9 **The Scheme To Defraud Plaintiff Out Of Her Interest In The Makeup Line**

10 38. From February 2009 onward, Rossi and Smiley engaged in an elaborate scheme  
11 to defraud Plaintiff out of her interest in the Makeup Line. Rossi and Smiley conspired to  
12 exploit Plaintiff's experience in, knowledge of and contacts within the makeup industry to  
13 create, design, launch and promote "Gretchen Christine Beauty." Once Rossi and Smiley  
14 obtained what they needed from Plaintiff, they planned to "cut her off without a dime." Their  
15 plan was premeditated.

16 39. In June 2009, Rossi told David Sanders ("Sanders") her newly hired assistant,  
17 that she was launching a new makeup line with her long-time friend (Plaintiff). Rossi told  
18 Sanders that Plaintiff was a professional makeup artist who had been in the process of launching  
19 her own makeup line for some time. She told Sanders that Plaintiff's makeup line was going to  
20 be called "Wiinks." During this conversation, Rossi stated: "I wouldn't be in the makeup  
21 business if it wasn't for Ron Ann." Rossi told Sanders that she knew "nothing" about makeup,  
22 and needed Plaintiff's experience and contacts to create the product, and launch the Makeup  
23 Line.

24 40. Shortly thereafter, Sanders was in a meeting with Rossi and Smiley. During the  
25 meeting, Smiley told Rossi that it was "... time to get rid of Ron Ann." In response, Rossi stated:  
26 "I need to get what I can from her. She has all the important contacts and experience." Rossi  
27 then said: "I will get rid of her; but I need her now."

28 ///

1 41. Over time, Rossi and Smiley secretly carried out their plan to exploit Plaintiff and  
2 over time alienate her from the Makeup Line. First, they pressured Plaintiff into agreeing to  
3 change the name of the Makeup Line. In or around June 2009, Rossi and Smiley changed the  
4 name of the Makeup Line, eliminating Plaintiff's branding from the Makeup Line entirely. Had  
5 Plaintiff known of Rossi's and Smiley's plans to steal the Makeup Line from her, she would  
6 have vigorously opposed the name change.

7 42. Second, Rossi repeatedly put off signing the Partnership Agreement, despite  
8 Plaintiff's repeated requests to do so.

9 43. Third, Rossi intentionally omitted Plaintiff from certain business filings and  
10 financial documents. In June 2009, Rossi instructed Sanders to complete and file trademark  
11 paperwork for the Makeup Line. Rossi instructed Sanders to identify GCR Proprietors, LLC as  
12 the "owner" of GCB. When Sanders questioned why Rossi omitted Plaintiff as an owner of the  
13 Makeup Line, Rossi stated: "Don't worry about Ron Ann. Just put my name. Just get it done."

14 44. Fourth, Rossi failed to properly identify Plaintiff as an owner of "Gretchen  
15 Christine Beute" on the Partnership's joint bank account. When Sanders expressed his  
16 concerns about the illegality of omitting a partner from such filings, Rossi told him: "Don't  
17 worry about it."

18 45. Fifth, Rossi instructed Sanders to link the website's PayPal account with GCR  
19 Proprietors, LLC, Rossi's limited liability company. Sanders expressed concerns that monies  
20 generated in connection with the Makeup Line would be deposited into an account that belonged  
21 solely to Rossi. Rossi completely ignored Sanders' concerns.

22 46. Sixth, in early October 2009, Rossi and Smiley flew to New York to secretly meet  
23 with the head manager of Lady Burd concerning product for the line. They unilaterally ordered  
24 product that Plaintiff herself had created, designed and selected for the line. Plaintiff was not  
25 invited to, or otherwise informed of, this meeting.

26 47. There was no reason for Rossi and Smiley (a non-partner) to fly to New York to  
27 meet with the head manager of Lady Burd. The Beverly Hills branch - with whom the  
28 Partnership had an excellent relationship - was able to meet all of the Partnership's needs. Rossi

1 went to New York simply to prevent Plaintiff from discovering her intention to eliminate  
2 Plaintiff from the Makeup Line altogether.

3 48. The New York branch called Cutting and told her that "her Housewife" (e.g.,  
4 Rossi) was in New York ordering product. Cutting immediately called Plaintiff, who was  
5 understandably shocked by Rossi's conduct.

6 49. Rossi wiped out the Partnership's joint checking account. In August 2010, Rossi  
7 went into the Wells Fargo Montrose branch [REDACTED] and withdrew \$2,183.00 from  
8 the Partnership's joint checking account. She never advised Plaintiff of her intent to withdraw  
9 such money, and never made any effort to reimburse Plaintiff for her rightful share. The account  
10 fell into arrears, and began to incur substantial fees.

11 50. The bank notified Plaintiff that the account was in arrears. In September 2010,  
12 Plaintiff paid the outstanding balance (\$61.02 in fees) and closed the account.

### 13 **Rossi Cuts All Ties With Plaintiff**

14 51. In or around October 2009, Rossi and Smiley stopped all communications with  
15 Plaintiff, wholly disregarding her fifty percent (50%) ownership interest in the Partnership.

16 52. In February 2010, Rossi and Smiley started selling "Gretchen Christine Beaute"  
17 make-up products on gretchenchristine.com. The specific products created and designed by  
18 Plaintiff appeared, and continue to appear, for sale on Rossi's website. The products sold, and  
19 continue to sell, for \$12.00 to \$40.00 each.

20 53. On information and belief, Plaintiff alleges that the Partnership first began  
21 making profits in February 2010.

22 54. Since October 2009, neither Rossi nor Smiley have contacted Plaintiff to discuss  
23 Plaintiff's interest in the Partnership. Rossi never, and at no point has, deposited any money  
24 from sales of the Makeup Line into the joint bank account.

25 55. Since October 2009, Rossi and Smiley have without explanation cut all ties with  
26 Plaintiff, preventing her from having any access whatsoever to Partnership information, funds,  
27 and decision making.

28 ///

1 56. Since October 2009, Plaintiff has made several requests for Partnership  
2 information, including an accounting, but to no avail.

3 57. Plaintiff has serious concerns about the management of "Gretchen Christine  
4 Beaute" by Rossi and Smiley, which include, but are not limited to, conversion of Partnership  
5 assets, commingling of Partnership funds, usurpation of Partnership opportunities, disregard for  
6 the parties' oral agreements concerning the Partnership, and inaccurate transaction records.

7 58. In August 2010, Rossi withdrew all monies from the Partnership's joint bank  
8 account without the consent or approval of Plaintiff.

9 **III.**

10 **FIRST CAUSE OF ACTION**

11 **BREACH OF ORAL CONTRACT**

12 **(By Plaintiff Against Rossi and DOES 1 through 10 inclusive)**

13 59. Plaintiff realleges and incorporates by reference paragraphs 1 through 58,  
14 inclusive of this Complaint as if fully set forth herein.

15 60. In or around early 2009, Rossi made certain representations to Plaintiff in order to  
16 induce Plaintiff to enter into an oral contract with Rossi.

17 61. In or around February 2009, Plaintiff and Rossi entered into an agreement  
18 whereby they orally agreed to form a Partnership. The purpose of the Partnership was to  
19 manufacture, distribute and sell an array of makeup products. The original name of the  
20 Partnership was "Winks by Gretchen Christine." The name was thereafter changed, at the  
21 insistence of Rossi and Smiley (a nonpartner), to "Gretchen Christine Beaute."

22 62. Plaintiff and Rossi mutually agreed that they would each have a 50% equity in the  
23 company. They further agreed that ownership of the Partnership would be divided equally  
24 between the partners;" and that each Partner would have equal rights to Partnership profits and  
25 ownership of Partnership assets. They also agreed that all profits and losses would be attributed  
26 to the Partners based on such percentages.

27 63. Plaintiff and Rossi mutually agreed that Plaintiff would contribute her knowledge  
28 of and background in makeup, her professional skills as a makeup artist, and her substantial

1 contacts within the cosmetics industry to the design, distribution and selling of the product; and  
2 Rossi would contribute her name and personality to the distribution and selling of the Makeup  
3 Line.

4 64. Plaintiff performed all conditions, covenants and promises agreed to by the  
5 parties, including, but not limited to, using her knowledge, experience, background and skills to  
6 create and design the Makeup Line itself, including the name, the logo and the packaging; and  
7 using her contacts to enter into a contractual relationship with the manufacturer of the product,  
8 among other things.

9 65. Rossi breached the oral agreement by, among other things, failing to perform any  
10 and all conditions, covenants, promises and obligations agreed to by the parties. In breach of  
11 said agreement, Rossi abruptly, and for no reason whatsoever, severed all ties with Plaintiff,  
12 refusing to discuss her actions with Plaintiff despite numerous requests to do so. In breach of the  
13 parties' oral agreement, Rossi proceeded to operate the Partnership without Plaintiff for her own  
14 purely personal gain, and failed and/or refused to wind up the Partnership's business, or divide  
15 profits and/or assets equally as was mutually agreed to by the parties. In breaching the parties'  
16 agreement, Rossi wholly disregarded Plaintiff's 50% ownership interest in the Partnership.

17 66. Rossi's actions with respect to the Partnership and Plaintiff's interest therein were  
18 taken without the consent and approval of Plaintiff.

19 67. Rossi has sole possession and control of the Partnership's books, accounts,  
20 website, products and product line, and has operated and controlled the Partnership to the  
21 exclusion of Plaintiff without making any accounting to Plaintiff of the Partnership income and  
22 disbursements, or of the net profits or losses realized by the Partnership. The conduct of Rossi  
23 was wrongful and in direct violation of the agreement between the parties.

24 68. After February 2009 and continuing to the present, Rossi has repeatedly affirmed  
25 the validity of the oral agreement with Plaintiff in numerous conversations and several emails  
26 between the parties, in discussions with third party witnesses, and on two episodes of  
27 *Housewives*.

28 *///*



1           74. Plaintiff performed all conditions, covenants and promises agreed to by the  
2 parties, including, but not limited to, using her knowledge, experience, background and skills to  
3 create and design the Makeup Line itself, including the name, the logo and the packaging; and  
4 using her contacts to enter into a contractual relationship with the manufacturer of the product,  
5 among other things.

6           75. Rossi breached the oral agreement by, among other things, failing to perform any  
7 and all conditions, covenants, promises and obligations agreed to by the parties. In breach of  
8 said agreement, Rossi abruptly, and for no reason whatsoever, severed all ties with Plaintiff,  
9 refusing to discuss her actions with Plaintiff despite numerous requests to do so. In breach of the  
10 parties' agreement, Rossi proceeded to operate the Partnership without Plaintiff for her own  
11 purely personal gain, and failed and/or refused to wind up the Partnership's business, cease all  
12 operations and/or divide profits and/or assets equally as was mutually agreed to by the parties.  
13 In breaching the parties' agreement, Rossi wholly disregarded Plaintiff's 50% ownership interest  
14 in the Partnership.

15           76. Rossi's actions with respect to the Partnership and Plaintiff's interest therein were  
16 taken without the consent and approval of Plaintiff.

17           77. Rossi has sole possession and control of the Partnership's books, accounts,  
18 website, products and product line, and has operated and controlled the Partnership to the  
19 exclusion of Plaintiff without making any accounting to Plaintiff of the Partnership income and  
20 disbursements, or of the net profits or losses realized by the Partnership. The conduct of Rossi  
21 was wrongful and in direct violation of the oral agreement between the parties.

22           78. In February 2010, the makeup line created, designed and financially backed by  
23 Plaintiff appeared for sale on Rossi's website ([gretchenchristine.com](http://gretchenchristine.com)). From the time the  
24 Makeup Line first appeared on Rossi's website the Partnership began to make substantial profits  
25 as a result of the sale of Plaintiff's and Rossi's Makeup Line. Plaintiff is informed and believes  
26 and upon such information and belief alleges that the Makeup Line created, designed and  
27 financially backed by Plaintiff may also be available for sale at certain unknown retail  
28 establishments.

1           79. Rossi has refused to distribute any and all Partnership profits to Plaintiff as  
2 originally agreed.

3           80. While Rossi has obtained profits from the Partnership for herself on a monthly  
4 basis since February 2010 (or before), she did not pay, and has not paid, any profits whatsoever  
5 to Plaintiff at any time, despite verbal assurances that she would do so.

6           81. The oral agreement executed by Plaintiff and Rossi contains an implied covenant  
7 of good faith and fair dealing that requires that neither Plaintiff nor Rossi do anything which will  
8 deprive the other of the benefits of the oral agreement.

9           82. Rossi breached the implied covenant of good faith and fair dealing by, among  
10 other things, (1) disregarding Plaintiff's 50% ownership interest in the Partnership but only after  
11 Rossi used and obtained benefits from Plaintiff's background, skills, experience and contacts in  
12 the makeup industry; (2) failing to compensate Plaintiff in the form of monies/profits generated  
13 by the Partnership in connection with the distribution, manufacture and sale of the subject  
14 Makeup Line since its inception in February 2009; and (3) failing to return Plaintiff's \$5,000.00  
15 investment to Plaintiff.

16           83. Rossi unfairly interfered with Plaintiff's right to receive benefits under the oral  
17 agreement between the parties.

18           84. Plaintiff has been damaged by Rossi's conduct.

19           85. As a direct and/or proximate result of Rossi's material breach of the oral  
20 agreement, Plaintiff has suffered damages in excess of \$100,000.00, including, but not limited  
21 to, pre- and post-judgment interest according to law, costs of suit, and attorneys' fees  
22 incurred by Plaintiff in pursuing this litigation, all in an amount according to proof at trial.  
23 Plaintiff has been, and will be farther, forced to incur additional expenses to cure the defects  
24 caused by Rossi's breach.

25           86. As a direct and/or proximate result of Rossi's wilful, malicious, intentional,  
26 oppressive and despicable conduct, Plaintiff suffered, and continues to suffer, severe and  
27 extreme mental and emotional distress, anguish, humiliation, embarrassment, pain, discomfort  
28 and anxiety, the exact nature and extent of which are not now known to Plaintiff.

1 87. Plaintiff is informed and believes, and based thereon alleges, that the named  
2 Defendants and DOES 1 through 10, and each of them, by engaging in the aforementioned acts  
3 and/or in ratifying such acts, engaged in wilful, malicious, intentional, oppressive and despicable  
4 conduct, and acted with conscious and deliberate failure or refusal to discharge their contractual  
5 responsibilities without proper cause, and, as a result of such conduct, Plaintiff is entitled to an  
6 award of punitive and exemplary damages in an amount to be determined at trial.

7 V.

8 **THIRD CAUSE OF ACTION**

9 **BREACH OF FIDUCIARY DUTY**

10 **(By Plaintiff Against Rossi and DOES Nos. 1 through 10)**

11 88. Plaintiff realleges and incorporates by reference paragraphs 1 through 87,  
12 inclusive, of this Complaint as if fully set forth herein.

13 89. At all times mentioned herein, Plaintiff and Rossi were partners in the Makeup  
14 Line commonly known as "Gretchen Christine Beauty" or "Gretchen Christine Cosmetics," and  
15 formed a Partnership.

16 90. As Plaintiff's partner, Rossi owed fiduciary duties of care and loyalty to Plaintiff.  
17 Rossi has, and at all times had, a fiduciary duty to act in the best of good faith toward Plaintiff  
18 and in the best interests of Plaintiff and the Partnership, and not for her own self-interest or to the  
19 detriment of Plaintiff as a partner. California Corp. Code section 16404. Rossi has, and at all  
20 times had, a fiduciary duty not to take unfair advantage of Plaintiff, or enjoy greater rights over  
21 Plaintiff than the terms of the parties' agreement called for, and not to obtain secret profits or  
22 undue benefit over Plaintiff in the affairs of the Partnership by the slightest misrepresentation,  
23 concealment, threat or adverse pressure of any kind.

24 91. Rossi breached her fiduciary duties to Plaintiff by, among other things: (a)  
25 engaging in an elaborate scheme with others, including, but not limited to Smiley (a non-  
26 partner), to gain the benefits of the Makeup Line for herself, without compensating Plaintiff for  
27 her share of the Partnership, or the Partnership opportunity as set forth in the oral agreement  
28 between the parties; (b) intentionally misappropriating and/or stealing Plaintiff's original idea of

1 launching a moderately priced makeup line; (c) intentionally misappropriating and/or stealing  
2 Plaintiff's knowledge, skills, experience and contacts in the makeup industry to create the the  
3 Makeup Line; (d) using Plaintiff for her contacts in the industry (e.g., getting an "in" with a  
4 reputable cosmetics manufacturer) and experience and skill in designing product appropriate for  
5 the line, while at the same time having no intention of including Plaintiff in the Partnership  
6 and/or Makeup Line; (e) pressuring Plaintiff into changing the name of the Makeup Line from  
7 "Winks for Gretchen Christine" to "Gretchen Christine Beaute," thereby eliminating Plaintiff's  
8 personal branding altogether, and identifying the product by reference to Rossi alone; (f)  
9 repeatedly and intentionally refusing to sign a written agreement, despite several requests by  
10 Plaintiff for Rossi to do so; (g) secretly and intentionally omitting, and directing others to  
11 intentionally omit, Plaintiff from all business filings and financial documents; (h) failing to  
12 inform Plaintiff of her secret trip to New York to meet with the head manager of Lady Bird in  
13 order to secretly place additional orders of product designed by Plaintiff; (i) abruptly cutting off  
14 all communications with Plaintiff, and intentionally disassociating Plaintiff from the Partnership  
15 and/or the Makeup Line; (j) failing to promptly compensate Plaintiff (i) her share of the  
16 Partnership business and/or Partnership profits, including future profits; (k) failing to deposit (as  
17 Plaintiff did) all monies (including profits) derived from the sale of 140+ eyeshadow palettes  
18 created and designed by Plaintiff in the Partnership's joint bank account; (l) failing to withdraw  
19 all money from the Partnership's joint bank account without a proper accounting, and without  
20 Plaintiff's consent or approval; (m) engaging in an elaborate scheme with others, including, but  
21 not limited to Smiley (a non-partner), to appropriate for her own use the prosperity of the  
22 Partnership without any compensation whatsoever to Plaintiff, her Partner, and to defraud  
23 Plaintiff out of her 50% ownership interest in the Partnership pursuant to the terms of the oral  
24 agreement between the parties.

25 92. The conduct, actions and inactions of Rossi described herein constitute breaches  
26 of fiduciary duties owed Plaintiff (her partner) by reason of the relationship with Rossi, among  
27 others.

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1 joint development of the makeup line. The promises and represented intentions to Plaintiff by  
2 Rossi, included but were not limited to the following:

3 • Agreeing, representing, promising and stating orally and in writing, on numerous  
4 occasions in person and on television, that Plaintiff and Rossi would be equal partners in a  
5 Partnership to manufacture, market, distribute and sell an array of makeup products known as  
6 "Gretchen Christine Beaute;"

7 • Agreeing, representing, promising and stating orally and in writing, on numerous  
8 occasions in person and on television, that Plaintiff and Rossi would jointly design, create,  
9 develop, market, distribute, promote and sell an array of makeup products known as "Gretchen  
10 Christine Beaute;"

11 • Agreeing, representing, promising and stating orally and in writing, on numerous  
12 occasions in person and on television, that Plaintiff and Rossi would jointly share in all benefits,  
13 including profits, of such Partnership;

14 • Agreeing, representing, promising and stating orally and in writing, on numerous  
15 occasions in person and on television, that Rossi would not take financial advantage of her  
16 partner, Plaintiff; and that she would and was complying with any and all of her fiduciary  
17 obligations to Plaintiff;

18 • Agreeing, representing, promising and stating orally and in writing, on numerous  
19 occasions in person and on television, that Rossi would not use proprietary, confidential and  
20 trade secret data concerning the makeup profession/industry provided her by Plaintiff to  
21 Plaintiff's detriment; and

22 • Agreeing, representing, promising and stating orally and in writing, on numerous  
23 occasions in person and on television, that she would not conspire, plan or scheme to obtain a  
24 substantial financial advantage over Plaintiff to Plaintiff's detriment.

25 98. As a result of the great trust and confidence placed in Rossi by Plaintiff and the  
26 fiduciary relationship arising by reason of their joint activities to develop the Makeup Line  
27 described above, and because of all the other aspects of the relationship between Plaintiff and  
28 Rossi, including but not limited to, Rossi's use of Plaintiff's proprietary, confidential and trade

1 secret data concerning the makeup profession/industry provided her by Plaintiff, a fiduciary  
2 relationship was created giving rise to fiduciary duties owed Plaintiff, including a duty on the  
3 part of Rossi to fully disclose to Plaintiff material facts regarding the joint Partnership activities,  
4 as herein alleged. Such facts required to be disclosed initially and during the course of the  
5 Partnership relationship by Rossi to Plaintiff include but are not limited to the following:

6 • that Rossi did not intend and never intended to continue in a business relationship  
7 with Plaintiff, and intended to deprive Plaintiff of all interest in the Partnership and/or the  
8 Makeup Line;

9 • that Rossi intended during the entire course of her business relationship with  
10 Plaintiff to engage in an elaborate scheme with others, including, but not limited to Smiley (a  
11 non-partner), to appropriate for her own use the prosperity of the Partnership without any  
12 compensation whatsoever to Plaintiff, her Partner, and to defraud Plaintiff out of her 50%  
13 ownership interest in the Partnership;

14 • that Rossi intended during the entire course of her business relationship with  
15 Plaintiff to intentionally misappropriate and/or steal Plaintiff's original idea of launching a  
16 moderately priced makeup line, while at all times having no intention of continuing in a business  
17 relationship with Plaintiff;

18 • that Rossi intended to and did use Plaintiff's proprietary, confidential and trade  
19 secret data concerning the makeup profession to establish substantial contacts within the makeup  
20 industry (e.g., to secure a relationship with Candy Burd, the manufacturer of the makeup line),  
21 while at all times having no intention of continuing in a business relationship with Plaintiff;

22 • that Rossi intended to and did convert Plaintiff's proprietary, confidential and  
23 trade secret data concerning the makeup profession to her own use to Plaintiff's personal and  
24 professional detriment;

25 • that Rossi intended to and did intentionally misappropriate and/or steal and  
26 subsequently used Plaintiff's knowledge, background, skills and experience in the makeup  
27 industry to design, develop and create the Makeup Line, including but not limited to the name of  
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1 the products, the products themselves, the logo, and the packaging, while at all times having no  
2 intention of continuing in a business relationship with Plaintiff;

3 • that Rossi intended to and did change the name of the makeup line from "Wiinks  
4 for Gretchen Christine" to "Gretchen Christine Beaute" in order to completely eliminate  
5 Plaintiff's personal branding from the name of the line altogether, and identify the makeup line  
6 by reference to Rossi alone in order to continue the business without Plaintiff;

7 • that Rossi intended not to sign, and did not sign, the Partnership Agreement  
8 between herself and Plaintiff (despite several requests to do so by Plaintiff) in order to continue  
9 the business without Plaintiff;

10 • that Rossi intended to and did secretly and intentionally omit, and instructed other  
11 third parties to secretly and intentionally omit, identifying Plaintiff as an owner of the Makeup  
12 Line and/or Partnership on various business filings and financial documents, while at all times  
13 having no intention of continuing in a business relationship with Plaintiff;

14 • that Rossi intended to and did plan a secret trip with Smith to fly to New York  
15 (to the exclusion of Plaintiff) to meet with the head manager of Lady Bird in order to place  
16 additional orders of product designed by Plaintiff, while at all times having no intention of  
17 continuing in a business relationship with Plaintiff;

18 • that Rossi intended to and did abruptly cut off all communications with Plaintiff,  
19 and intentionally disassociated Plaintiff from the Partnership and/or Makeup Line without a  
20 proper accounting, or any accounting whatsoever, to Plaintiff of any and all profits (including  
21 future profits), and without ceasing all operation as agreed to by the parties;

22 • that Rossi intended to and did deprive Plaintiff of her entire 50% ownership  
23 interest in the Makeup Line and has at all times failed to promptly compensate (or compensate at  
24 all) Plaintiff for her share of the Partnership business and/or Partnership profits, including future  
25 profits;

26 • that Rossi intended to and did fail to deposit (as Plaintiff did) all monies  
27 (including profits) derived from the sale of 140+ eyeshadow palettes created and designed by  
28 Plaintiff into the Partnership's joint bank account; and

1           •       that Rossi intended to and did withdraw all monies from the Partnership's joint  
2 bank account without a proper accounting, and without the knowledge and consent of Plaintiff.

3           99.       Rossi intentionally and deceitfully refused and failed to disclose the material facts  
4 described above, among others, and made the aforementioned false representations with the  
5 intent to defraud and deceive Plaintiff and with the intent to induce Plaintiff to enter into  
6 business agreements and business relationships with Rossi with respect to the Makeup Line. The  
7 above deceitful and fraudulent statements were made by Rossi to induce Plaintiff to enter into  
8 such relationships for the purpose of acquiring financial benefits and compensation by way of  
9 the Partnership.

10          100.       Rossi's representations above described were in fact false and the true facts not  
11 disclosed were:

12           •       that Rossi did not intend and never intended to continue in a business relationship  
13 with Plaintiff;

14           •       that Rossi intended to deprive Plaintiff of all interest in the Partnership and  
15 related Makeup Line;

16           •       that Rossi would engage, during the entire course of her business relationship  
17 with Plaintiff, in an elaborate scheme with others, including but not limited to Smiley (a non-  
18 partner), to appropriate for her own use the prosperity of the Partnership without any  
19 compensation whatsoever to Plaintiff, her Partner, and would defraud Plaintiff out of her 50%  
20 ownership interest in the Partnership;

21           •       that Rossi intentionally misappropriated and/or stole Plaintiff's original idea of  
22 launching a moderately priced Makeup Line, while at all times having no intention of continuing  
23 in a business relationship with Plaintiff;

24           •       that Rossi used Plaintiff's proprietary, confidential and trade secret data  
25 concerning the makeup profession to establish substantial contacts within the makeup industry  
26 (e.g., to secure a relationship with Lady Bard, the manufacturer of the makeup line), while at all  
27 times having no intention of continuing in a business relationship with Plaintiff;

28           •       that Rossi converted Plaintiff's proprietary, confidential and trade secret data

1 concerning the makeup profession to her own use to Plaintiff's personal and professional  
2 detriment;

3 • that Rossi intentionally misappropriated and/or stole and thereafter used  
4 Plaintiff's knowledge, background, skills and experience in the makeup industry to design,  
5 develop and create the Makeup Line, including but not limited to the name of the products, the  
6 logo, and the packaging, while at all times having no intention of continuing in a business  
7 relationship with Plaintiff;

8 • that Rossi changed the name of the makeup line from "Winks for Gretchen  
9 Christine" to "Gretchen Christine Beaute" in order to completely eliminate Plaintiff's personal  
10 branding from the name of the line altogether, and identify the makeup line by reference to Rossi  
11 alone in order to continue the business without Plaintiff;

12 • that Rossi never intended to and did not sign a written agreement between herself  
13 and Plaintiff (despite several requests to do so by Plaintiff) in order to continue the business  
14 without Plaintiff;

15 • that Rossi secretly and intentionally omitted, and instructed other third parties to  
16 secretly and intentionally omit, identifying Plaintiff as an owner of the makeup line/Partnership  
17 on various business filings and financial documents, while at all times having no intention of  
18 continuing in a business relationship with Plaintiff;

19 • that Rossi planned and went on a secret trip with Smiley to fly to New York (to  
20 the exclusion of Plaintiff) to meet with the local manager of Lady Burd in order to place  
21 additional orders of product designed by Plaintiff, while at all times having no intention of  
22 continuing in a business relationship with Plaintiff;

23 • that Rossi abruptly cut off all communications with Plaintiff, and intentionally  
24 disassociated Plaintiff from the Partnership and/or Makeup Line;

25 • that Rossi deprived Plaintiff of her entire fifty percent (50%) ownership interest  
26 in the Makeup Line and has at all times failed to promptly compensate (or compensate at all)  
27 Plaintiff for her share of the Partnership business and/or Partnership profits, including future  
28 profits;

1 • that Rossi failed to deposit (as Plaintiff did) all monies (including profits) derived  
2 from the sale of 140+ eyeshadow palettes created and designed by Plaintiff into the Partnership's  
3 joint bank account;

4 • that Rossi withdrew all monies from the Partnership's joint bank account without  
5 a proper accounting, and without the knowledge and consent of Plaintiff;

6 • that Rossi would not maintain an absolute and complete fidelity to Plaintiff as her  
7 Partner;

8 • that Rossi would not maintain an absolute duty of loyalty and/or care to Plaintiff  
9 as her Partner;

10 • that Rossi would not represent and protect Plaintiff's interest as her Partner, and  
11 the interests of the Partnership, without being influenced by her own personal or financial  
12 interests or the interests of other third parties;

13 • that Rossi would not communicate adequately, or at all, with Plaintiff;

14 • that Rossi would not refrain from engaging in actions individually and/or with  
15 third parties, described above, to dilute and/or deprive Plaintiff of her interest in the Partnership  
16 and related Makeup Line; and

17 • that Rossi would not make full disclosure of all matters required by the parties'  
18 fiduciary relationship, including but not limited to, conduct and/or activities taken for Rossi's  
19 own personal and financial benefit contrary to the business and financial interests of Plaintiff.

20 101. At the times the misrepresentations were made and/or the deceitful conduct  
21 undertaken by Rossi, she was acting with the intent to deceive and defraud Plaintiff, and acted in  
22 bad faith with a conscious disregard of Plaintiff's rights.

23 102. At and during the period of time the aforementioned representations and  
24 nondisclosures were made and occurring, and at the time Rossi took the actions herein alleged,  
25 Plaintiff, who placed great faith and trust in Rossi, was ignorant of the falsity of the  
26 representations and believed them to be true and was ignorant of the facts not disclosed by Rossi.  
27 Plaintiff reasonably and justifiably relied upon said representations and deceptions in view of her  
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1 prior personal relationship with Rossi and because of the fiduciary, confidential, business and  
2 trusting relationship that had developed between them.

3 103. Rossi pursued the course of action described above intentionally, maliciously,  
4 oppressively, and fraudulently and in a conscious disregard of the rights of Plaintiff for the  
5 purpose of depriving Plaintiff of financial and monetary assets and benefitting Rossi financially,  
6 and to further her own economic goals and plans.

7 104. As a direct and/or proximate result of Rossi's conduct, above described, and the  
8 fraud, deceit and facts alleged herein, Plaintiff has suffered damages in excess of \$100,000.00,  
9 including, but not limited to, lost and past future income, pre- and post-judgment interest  
10 according to law, costs of suit, and attorneys' fees incurred by Plaintiff in pursuing this  
11 litigation, all in an amount according to proof at trial.

12 105. The aforementioned conduct of Rossi involved and concerned numerous false and  
13 fraudulent promises, intentional misrepresentations, deceit, fraudulent inducements on the part of  
14 Rossi, undertaken with the intention of Rossi and the co-conspirators to deprive Plaintiff of her  
15 rightful ownership interest in the Partnership, valuable property rights and information, trade  
16 secrets, and other confidential business data and material, thereby causing Plaintiff substantial  
17 monetary and other intangible injury, loss of goodwill, and irreparable harm.

18 106. The aforementioned conduct of Rossi was willful, wanton, intentional, malicious,  
19 despicable, oppressive and fraudulent, and done for the purpose of depriving and causing injury  
20 to Plaintiff. Such conduct subjected Plaintiff to unjust hardship, and perpetrated with conscious  
21 disregard of Plaintiff's rights, and as a result, entitles Plaintiff to an award of exemplary and  
22 punitive damages.

23 **VII.**

24 **FIFTH CAUSE OF ACTION**

25 **CONSTRUCTIVE FRAUD**

26 **(By Plaintiff Against Rossi and DOES Nos. 1 through 10)**

27 107. Plaintiff realleges and incorporates by reference paragraphs 1 through 106,  
28 inclusive, of this Complaint as if fully set forth herein.



1 113. Plaintiff justifiably relied on the representations made to her by Rossi and Smiley  
2 and as a direct and/or proximate result of Rossi's and Smiley's conduct, above described, and the  
3 fraud, deceit and facts alleged herein, Plaintiff has suffered damages in excess of \$100,000.00,  
4 including, but not limited to, lost and past future income, pre- and post-judgment interest  
5 according to law, costs of suit, and attorneys' fees incurred by Plaintiff in pursuing this  
6 litigation, all in an amount according to proof at trial.

7 114. The aforementioned conduct of Rossi and Smiley, and each of them, was willful,  
8 intentional, malicious, oppressive and fraudulent, and was done for the purpose of depriving and  
9 causing injury to Plaintiff. Such conduct subjected Plaintiff to unjust hardship, so as to justify an  
10 award of exemplary and punitive damages.

11 115. Plaintiff is further entitled to injunctive relief as to Rossi and Smiley, restraining  
12 them from further acts of civil conspiracy as alleged herein.

13 **IX.**

14 **SEVENTH CAUSE OF ACTION**

15 **CONVERSION**

16 **(By Plaintiff Against Rossi, Smiley and DOES No. 1 through 10)**

17 116. Plaintiff realleges and incorporates by reference paragraphs 1 through 115,  
18 inclusive, of this Complaint as if fully set forth herein.

19 117. In or around February 2009, Plaintiff and Rossi entered into an Agreement to  
20 form a Partnership to manufacture, distribute and sell an array of makeup products.

21 118. Plaintiff and Rossi mutually agreed that they would each have a 50% equity in the  
22 company. The parties agreed that the "Gretchen Christine Beaute" makeup line, would be  
23 owned, and the right to Partnership profits and ownership of Partnership assets would be divided  
24 equally between the partners. All profits and losses would be attributed to the Partners based on  
25 such percentages.

26 119. During the course of her business relationship with Plaintiff, Rossi had, and  
27 continues to have, sole possession and control of the Partnership's books, accounts, website,  
28 products and product line, and has operated and controlled the Partnership to the exclusion of

1 Plaintiff without making any accounting to Plaintiff of the Partnership income and  
2 disbursements, or of the net profits or losses realized by the Partnership. Rossi has prevented  
3 Plaintiff from having access to the Partnership books.

4 120. Since February 2009, and thereafter, Rossi stole and converted to her own  
5 personal use, possession and benefit, without Plaintiff's knowledge or consent, control of the  
6 Partnership's books, accounts, contacts, website, products and product line, belonging to  
7 Plaintiff as an equal Partner in the Partnership. Rossi failed and refused to return, and to cease  
8 the use of said property, despite demands therefore by Plaintiff.

9 121. Since February 2009, Rossi has used Partnership funds for personal use, including  
10 using funds from "Gretchen Christine Beute" to pay her mortgage, health insurance, and  
11 personal expenses, among other things. In addition, on information and belief, Plaintiff alleges  
12 that Rossi has transferred funds from the joint bank account to her personal bank account(s).  
13 The items converted to personal use by Rossi have a definite monetary value to Plaintiff.

14 122. As a direct and/or proximate result of Rossi's and Smiley's conduct, above  
15 described, and the fraud, deceit and facts alleged herein, Plaintiff has suffered damages in excess  
16 of \$100,000.00, including, but not limited to, lost and past future income, pre- and  
17 post-judgment interest according to law, costs of suit, and attorneys' fees incurred by Plaintiff in  
18 pursuing this litigation, all in an amount according to proof at trial.

19 123. The aforementioned conduct of Rossi and Smiley, and each of them, was willful,  
20 intentional, malicious, oppressive and fraudulent, and was done for the purpose of depriving and  
21 causing injury to Plaintiff. Said conduct was despicable and subjected Plaintiff to unjust  
22 hardship, so as to justify an award of exemplary and punitive damages.

23 **X.**

24 **EIGHTH CAUSE OF ACTION**

25 **NEGLIGENT INTERFERENCE WITH CONTRACTUAL RELATIONS**

26 **(By Plaintiff Against Smiley and DOES 1 through 10)**

27 124. Plaintiff realleges and incorporates by reference paragraphs 1 through 123,  
28 inclusive, of this Complaint as if fully set forth herein.

1 125. Plaintiff had a contractual relationship with Rossi of which Smiley was aware.

2 126. Smiley negligently interfered with this relationship by encouraging Rossi not to  
3 conduct business with Plaintiff. Smiley negligently encouraged Rossi to breach the oral  
4 agreement with Plaintiff, as aforementioned alleged, and to abruptly sever all ties with Plaintiff  
5 without compensation to Plaintiff. Smiley further interfered with the contractual relationship  
6 between Plaintiff and Rossi by encouraging Rossi to participate, and participating himself, in the  
7 conspiracy as alleged herein.

8 127. Smiley's negligent conduct was not privileged or justified.

9 128. Plaintiff has suffered harm as a proximate result of Smiley's negligent conduct in  
10 an amount according to proof.

11 129. Plaintiff is further entitled to injunctive relief as to Smiley restraining him from  
12 any further wrongful acts as alleged herein. Smiley's wrongful conduct, unless and until  
13 enjoined and restrained by order of this Court, will cause great and irreparable injury to Plaintiff  
14 in that Plaintiff will continue to lose customers and business opportunities. Plaintiff has no  
15 adequate remedy at law.

16 **XI**

17 **NINTH CAUSE OF ACTION**

18 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

19 **(By Plaintiff Against Smiley and DOES 1 through 10)**

20 130. Plaintiff realleges and incorporates by reference paragraphs 1 through 129,  
21 inclusive, of this Complaint as if fully set forth herein.

22 131. Plaintiff had a contractual relationship with Rossi of which Smiley was aware.

23 132. Smiley intentionally interfered with this relationship by encouraging Rossi not to  
24 conduct business with Plaintiff. Smiley negligently encouraged Rossi to breach the agreement  
25 with Plaintiff, as aforementioned alleged, and to abruptly sever all ties with Plaintiff without  
26 compensation to Plaintiff. Smiley further interfered with the contractual relationship between  
27 Plaintiff and Rossi by encouraging Rossi to participate, and participating himself, in the  
28 conspiracy as alleged herein.

1 133. Smiley's intentional conduct was not privileged or justified.

2 134. Plaintiff has suffered harm as a proximate result of Smiley's conduct in an  
3 amount according to proof.

4 135. Smiley's conduct was willful, wanton, malicious and oppressive, and was  
5 intended to cause injury to Plaintiff, justifying an award of punitive and exemplary damages.

6 136. Plaintiff is further entitled to injunctive relief as to Smiley restraining him from  
7 any further wrongful acts as alleged herein. Smiley's wrongful conduct, unless and until  
8 enjoined and restrained by order of this Court, will cause great and irreparable injury to Plaintiff  
9 in that Plaintiff will continue lose customers and business opportunities. Plaintiff has no  
10 adequate remedy at law.

11 **XII**

12 **TENTH CAUSE OF ACTION**

13 **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

14 **(By Plaintiff Against Smiley and DOES 1 through 10)**

15 137. Plaintiff realleges and incorporates by reference paragraphs 1 through 136,  
16 inclusive, of this Complaint as if fully set forth herein.

17 138. Smiley's actions as alleged herein negligently affected Plaintiff. It was  
18 reasonably foreseeable that Smiley's conduct as alleged herein would interfere with Plaintiff's  
19 actual and prospective economic relationships.

20 139. Smiley had a duty to refrain from taking the alleged actions, but did so regardless,  
21 proximately causing harm to Plaintiff according to proof.

22 140. Plaintiff is further entitled to injunctive relief as to Smiley restraining him from  
23 any further wrongful acts as alleged herein. Smiley's wrongful conduct, unless and until  
24 enjoined and restrained by order of this Court, will cause great and irreparable injury to Plaintiff  
25 in that Plaintiff will continue lose customers and business opportunities. Plaintiff has no  
26 adequate remedy at law.

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**XIII.**

**ELEVENTH CAUSE OF ACTION**

**INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

**(By Plaintiff Against Smiley and DOES 1 through 10)**

141. Plaintiff realleges and incorporates by reference paragraphs 1 through 140, inclusive, of this Complaint as if fully set forth herein.

142. Smiley's actions as alleged herein were intended to, and did affect Plaintiff. It was reasonably foreseeable that Smiley's conduct as alleged herein would interfere with Plaintiff's actual and prospective economic relationships.

143. Smiley had a duty to refrain from taking the alleged actions, but did so regardless, proximately causing harm to Plaintiff according to proof.

144. Plaintiff is further entitled to injunctive relief as to Smiley restraining him from any further wrongful acts as alleged herein. Smiley's wrongful conduct, unless and until enjoined and restrained by order of this Court, will cause great and irreparable injury to Plaintiff in that Plaintiff will continue lose customers and business opportunities. Plaintiff has no adequate remedy at law.

**XIV.**

**TWELFTH CAUSE OF ACTION**

**MONEY HAD AND RECEIVED**

**(By Plaintiff Against All Defendants and DOES Nos. 1 through 10)**

145. Plaintiff realleges and incorporates by reference paragraphs 1 through 144, inclusive, of this Complaint as if fully set forth herein.

146. Within the last two years, in Orange County, California, Defendants, and each of them, became indebted to Plaintiff in the sum of at least \$100,000.

147. Neither the whole nor any part of these sums have been paid, despite Plaintiff's demand therefor, and there is now due, owing and unpaid from Defendants at least the sum of \$100,000, together with interest thereon at the legal rate of ten percent per annum.

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**XV.**

**THIRTEENTH CAUSE OF ACTION**

**PARTNERSHIP ACCOUNTING**

**(By Plaintiff Against All Defendants and DOES 1 through 10)**

148. Plaintiff realleges and incorporates by reference paragraphs 1 through 147, inclusive, of this Complaint as if fully set forth herein.

149. Rossi has sole possession and control of the Partnership's books, accounts, website, products and product line, and have operated and controlled the Partnership to the exclusion of Plaintiff without making any accounting to Plaintiff of the Partnership income and disbursements, or of the net profits or losses realized by the Partnership. Rossi has prevented Plaintiff from having access to the Partnership books. Rossi's conduct was wrongful and in violation of the oral agreement between the parties.

150. The Partnership has never been dissolved and no accounting has been made of the Partnership business to Plaintiff ever.

151. Plaintiff has made repeated demands to Rossi for an accounting but Rossi has failed, refused and neglected to make the same and continues to fail, refuse and neglect to do so.

**XVI.**  
**FOURTEENTH CAUSE OF ACTION**

**UNJUST ENRICHMENT**

**(By Plaintiff Against All Defendants and DOES 1 through 10)**

152. Plaintiff realleges and incorporates by reference paragraphs 1 through 151, inclusive, of this Complaint as if fully set forth herein.

153. As alleged in detail above, Defendants, and each of the, received monies, work, knowledge, skills, experience and contacts in the makeup industry from Plaintiff, which Defendants knowingly accepted, at the expense of Plaintiff. As such, it would be unjust and unconscionable to permit Defendants to be unjustly enriched at Plaintiff's expense.

154. As a proximate result of the wrongful conduct described herein by Defendants, and each of them, Plaintiff has suffered and continues to suffer damages, including, severe

1 anxiety, worry, embarrassment, humiliation, mental anguish, and serious, severe emotional  
2 distress, in addition to lost wages, lost employment benefits and other economic damages.

3 **XVII.**

4 **FIFTEENTH CAUSE OF ACTION**

5 **CONSTRUCTIVE TRUST**

6 **(By Plaintiff Against All Defendants and DOES 1 through 10)**

7 155. Plaintiff realleges and incorporates by reference paragraphs 1 through 154,  
8 inclusive, of this Complaint as if fully set forth herein.

9 156. As alleged in detail above, Defendants have wrongfully and unlawfully acquired  
10 and/or retained money and interests which rightfully belong to Plaintiff.

11 157. Defendants are presently in possession of the aforementioned money and interests  
12 and have refused to and continue to refuse to return said money and interest to Plaintiff.

13 158. Pursuant to Civil Code section 2224, Plaintiff is entitled to an order imposing a  
14 constrictive trust, in favor of Plaintiff, on the money and interests which Defendants have  
15 wrongfully and unlawfully acquired and/or retained as set forth above. Plaintiff further alleges  
16 that all profits, revenue or other financial gains resulting from the constrictive trust must be held  
17 for Plaintiff as beneficiary thereof.

18 **XVIII.**

19 **SIXTEENTH CAUSE OF ACTION**

20 **DECLARATORY RELIEF**

21 **(By Plaintiff Against All Defendants and DOES 1 through 10)**

22 159. Plaintiff realleges and incorporates by reference paragraphs 1 through 158,  
23 inclusive of this Complaint as if fully set forth herein.

24 160. An actual controversy has arisen and now exists between Plaintiff and Defendants  
25 and each of them, regarding their respective duties and obligations. Plaintiff contends that she is  
26 entitled to a declaration that she is entitled to damages from Defendants, and each of them, as  
27 alleged herein, and for all attorney's fees and costs incurred herein. Plaintiff is informed and  
28 believe and thereon allege that Defendants, and each of them, deny any such obligation.

1 161. A judicial declaration is necessary to resolve this controversy.

2 **XVIX.**

3 **SEVENTEENTH CAUSE OF ACTION**

4 **QUANTUM MERUIT**

5 **(By Plaintiff Against All Defendants and DOES 1 through 10)**

6 162. Plaintiff realleges and incorporates by reference paragraphs 1 through 161,  
7 inclusive of this Complaint as if fully set forth herein.

8 163. Within the last four years, Plaintiff furnished services to Defendants at their  
9 special instance and request, for which Defendants then and there promised to pay Plaintiff for  
10 the reasonable value of said services. As such, Defendants intended to, and did, accept, use,  
11 enjoy and benefit from such services.

12 164. At all times herein mentioned, the above services were and are of the reasonable  
13 value of not less than \$100,000.

14 165. No part of said sum has been paid, notwithstanding that Plaintiff has demanded  
15 payment therefor, and there is now due, owing and unpaid from Defendants to Plaintiff the sum  
16 of not less than \$100,000, subject to proof at trial, plus reasonable attorney's fees, costs, and  
17 prejudgment interest.

18 **PRAYER**

19 WHEREFORE, Plaintiff prays that judgment be entered in her favor as against  
20 Defendants, and each of them, on each cause of action herein, as follows:

21 **As to All Causes of Action**

- 22 1. For general and compensatory damages according to proof;
- 23 2. For prejudgment interest pursuant to Civil Code sections 3287 and 3288 at the  
24 legal rate;
- 25 3. For costs of suit herein;
- 26 4. For reasonable attorneys' fees
- 27 5. For any and all further relief the Court may deem just and proper.

28 *///*

1 **As to Second, Third, Ninth, Tenth and Eleventh Causes of Action**

- 2 1. For an award of exemplary and punitive damages according to proof;

3 **As to Fourth, Fifth, Sixth, and Seventh Causes of Action**

4 1. For treble damages plus reasonable attorneys' fees pursuant to California Penal  
5 Code section 496 (c).

- 6 2. For an award of exemplary and punitive damages according to proof;

7 **As to Thirteenth Cause of Action**

8 1. For an order from this Court directing Defendants to account to Plaintiff and to  
9 the Court for their receipts and expenditures of money and property as it relates to the  
10 Partnership and/or Makeup Line since February 2009, as well as disposition thereof;

11 2. For an order compelling Defendants to pay and deliver to Plaintiff all monies and  
12 property due Plaintiff as the result of the performance of an accounting.

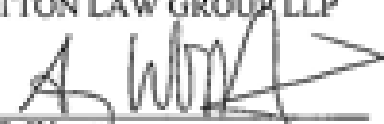
13 **As to Sixteenth Cause of Action**

14 1. For a declaration and order from this Court that a constructive trust was created  
15 by and between Plaintiff and each Defendant herein, whereby said Defendants were the trustees  
16 of said trust, Plaintiff was the beneficiary of said trust, and the monies and property wrongfully  
17 taken from Plaintiff or otherwise belonging to Plaintiff was the corpus of said trust. Further,  
18 Plaintiff seeks an order of this Court declaring that whatever monies or property held by  
19 Defendants, wherever located, which have their source traceable to the proceeds from the monies  
20 and property wrongfully taken from Plaintiff or otherwise belonging to Plaintiff be subject to the  
21 imposition of this constructive trust and be deemed property of this trust.

22 **PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF ALL CAUSES OF**  
23 **ACTION ALLEGED HEREIN.**

24 Dated: April 13, 2011

WOOTTON LAW GROUP LLP


25 By   
26 Amy T. Wootton  
27 Nicole K. Brooks  
28 Attorneys for Plaintiff  
RonAnn Myers

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VERIFICATION

I, RONANN MYERS, am the Plaintiff in this litigation. I have read the foregoing Verified Complaint for Damages, and know the contents, which are true based on my own personal knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

Executed under penalty of perjury under the laws of the State of California, on this \_\_\_th day of April 2011 in the city of Los Angeles, California.

  
Ron Ann Myers

