

1 Tymothy S. MacLeod (CA Bar No. 200923)
2 *tsm@mglplaw.com*
3 A member of MacLeod & Greenberg, LLP
4 4000 Barranca Pkwy, Ste. 250
5 Irvine, CA 92604
6 Telephone: (949) 336-7600
7 Facsimile: (949) 336-7614

8 Attorneys for Plaintiff

9 **UNITED STATES DISTRICT COURT FOR THE**
10 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

11 BRITTANY B. KOPER, *an individual*,

Civil Action No: SACV12-00160 JVS (ANX)

12 Plaintiff,

COMPLAINT FOR:

13 v.

- 14 **1. BREACH OF FIDUCIARY DUTIES;**
- 15 **2. INTENTIONAL INFLICTION OF**
- 16 **EMOTIONAL DISTRESS; AND**
- 17 **3. PROFESSIONAL NEGLIGENCE;**

18 *DAVERT & LOE, LAWYERS, a*
19 *partnership; DOUGLASS S. DAVERT,*
20 *an individual; DAVID C. LOE, an*
21 *individual; and BENJAMIN N. FLINT*
22 *III, an individual,*

DEMAND FOR JURY TRIAL

23 Defendants.

24 Plaintiff Brittany B. Koper alleges:

25 **JURISDICTION & VENUE**

26 1. This Court's jurisdiction over the subject matter is predicated on 28 U.S.C. §
27 1332. The plaintiff is a citizen of New York, and the defendants are citizens of
28 California. The amount in controversy exceeds \$75,000 exclusive of interest and costs.

29 2. Venue is proper in the Southern Division of the United States District Court
30 for the Central District of California. All defendants reside in California and in this
31 judicial district and division. 28 U.S.C. § 1391(a)(1). A substantial part of the events or
32 omissions giving rise to the claim occurred in this judicial district and division. 28
33 U.S.C. § 1391(a)(2). There is no district in which the action may otherwise be brought,
34 and the defendants are subject to personal jurisdiction in this particular judicial district
35 and division at the time this action is commenced. 28 U.S.C. § 1391(a)(3).

FILED
2012 FEB -1 PM 2:45
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA
BY _____

ORIGINAL PAID ISH/21

1 **PARTIES**

2 3. Plaintiff Brittany B. Koper (“**Ms. Koper**”) is and has been a citizen of the
3 State of New York continuously since on or about October 10, 2011. Prior thereto, Ms.
4 Koper was a citizen of the State of California at all times mentioned herein.

5 4. Defendant Davert & Loe, Lawyers (“**D&L Firm**”) is and was at all times
6 mentioned herein a citizen of the State of California, and no other. The D&L Firm is
7 now, and at all times mentioned in this complaint was, a partnership engaged in the
8 practice of law and organized under the laws of the State of California, with its principal
9 place of business in Orange County, California. The partnership is sued in the name of
10 which it has assumed and by which it is known. Plaintiff is informed, believes, and based
11 thereon alleges that the members of this partnership are defendants Davert and Loe.

12 5. Defendant Douglass S. Davert (“**Mr. Davert**”) is and was at all times
13 mentioned herein a citizen of the State of California, and no other. Plaintiff is informed,
14 believes, and based thereon alleges that Mr. Davert is a resident of Orange County,
15 California.

16 6. Defendant David C. Loe (“**Mr. Loe**”) is and was at all times mentioned
17 herein a citizen of the State of California, and no other. Plaintiff is informed, believes,
18 and based thereon alleges that Mr. Loe is a resident of Orange County, California.

19 7. Defendant Benjamin N. Flint III (“**Mr. Flint**”) is and was at all times
20 mentioned herein a citizen of the State of California, and no other. Plaintiff is informed,
21 believes, and based thereon alleges that Mr. Flint is a resident of Orange County,
22 California.

23 8. Ms. Koper is informed, believes, and based thereon alleges that at all times
24 mentioned in this complaint (unless otherwise specifically stated), defendants Davert,
25 Loe, Flint, and the D&L Firm (collectively, the “**Defendant Attorneys**”) were each the
26 agents and employees of their codefendants, and in doing the things alleged in this
27 complaint were acting within the course and scope of that agency and employment.

28 9. The Defendant Attorneys were Ms. Koper’s attorneys of record, legal

1 advisors, and legal representatives. The Defendant Attorneys represented Ms. Koper in
2 multiple legal matters both before and during the events giving rise to this complaint,
3 including within the last year.

4
5 **GENERAL ALLEGATIONS**

6 ***Sexual Assault***

7 10. While representing Ms. Koper as legal counsel within the last year,
8 defendant Loe sexually assaulted Ms. Koper on multiple occasions and in front of
9 witnesses.

10 11. Mr. Loe grabbed Ms. Koper's breasts, slapped her buttocks, pulled Ms.
11 Koper close to himself, rubbed the front of his body against Ms. Koper, solicited sexual
12 relations from Ms. Koper, and made lewd and derogatory comments to and about Ms.
13 Koper of an overtly sexual nature.

14 12. While advising Ms. Koper about seeking a divorce, and knowing that she
15 was emotionally vulnerable at the time, defendant Loe touched Ms. Koper in an overtly
16 sexual manner repeatedly, told Ms. Koper that he was sexually aroused, made lewd and
17 derogatory comments about engaging in sexual acts with Ms. Koper, and offered illegal
18 drugs to Ms. Koper, who was defendant Loe's client in that matter and others.

19 13. In a business meeting, Mr. Loe made repeated remarks about Ms. Koper's
20 breast enhancement surgery, reached across the table in front of witnesses, and grabbed
21 Ms. Koper's breasts to (as Ms. Loe put it) "see if they feel real."

22 14. After Ms. Koper repeatedly refused defendant Loe's sexual advances,
23 defendant Loe became cruel, vindictive, and malicious toward Ms. Koper. While
24 continuing to represent Ms. Koper in numerous legal matters, Mr. Loe and the other
25 Defendant Attorneys purposefully and maliciously acted contrary to Ms. Koper's own
26 interests. As set forth below, this malicious conduct included secretly creating a new
27 corporation, helping and advising parties whose interests conflicted with Ms. Koper to
28 purportedly assign meritless and malicious claims to this new corporation, and to sue Ms.

1 Koper along with her husband and other family members as counsel of record for the new
2 corporation in retaliation for Ms. Koper objecting to and reporting the illegal activities of
3 the Defendant Attorneys' other joint clients.

4 15. Defendant Loe's physical contact, repeated solicitations, derogatory
5 remarks, and other sexual abuse were neither welcomed nor invited. Mr. Loe
6 nevertheless continued the inappropriate conduct after being asked and then told to stop
7 repeatedly.

8 16. As set forth below, this misconduct by defendant Loe and the other
9 Defendant Attorneys subjected Ms. Koper to extreme emotional distress and other
10 general and special damages arising out of legal matters in which the Defendant
11 Attorneys represented Ms. Koper and/or parties with overt conflicts of interest, including
12 simultaneously.

13
14 *Advice Concerning Unlawful Conduct*

15 17. Ms. Koper was the Chief Financial Officer, Director of Finance, Corporate
16 Treasurer, and Director of Human Resources of Trinity Christian Center of Santa Ana,
17 Inc., which does business as Trinity Broadcasting Network ("**Trinity Broadcasting**").
18 Ms. Koper was also a member of the board of directors and Vice President of
19 International Christian Broadcasting, Inc, which does business as Heroes under God
20 ("**Christian Broadcasting**"). Ms. Koper was also an officer of additional corporations
21 controlled by the same board of directors as Trinity Broadcasting. Collectively, Trinity
22 Broadcasting, Christian Broadcasting, and the related corporate entities that employed
23 Ms. Koper are referenced herein as the "**TBN Companies**".

24 18. Directors for the TBN Companies, senior executives at those companies, and
25 the Defendant Attorneys disclosed specific details concerning the financial affairs of the
26 TBN Companies to Ms. Koper following her appointment as the head of finance. Ms.
27 Koper reasonably believed that these financial activities were illegal and involved the
28 unlawful distribution of the TBN Companies' charitable assets to Trinity Broadcasting's

1 directors. Based upon financial records to which Ms. Koper was given access and
2 disclosures by the Defendant Attorneys and others, Ms. Koper is informed and has good
3 reason to believe that the magnitude of these unlawful financial transactions involving the
4 directors of the TBN Companies exceeds \$50 million.

5 19. Following her appointment, Ms. Koper was specifically instructed to falsify
6 public financial disclosures, to falsify government records, and to otherwise cover up
7 conduct of the TBN Companies and their directors that Ms. Koper reasonably believed to
8 be unlawful.

9 20. Ms. Koper sought the Defendant Attorneys' legal advice about these
10 matters. In response, the Defendant Attorneys acknowledged that the conduct in question
11 was unlawful but nevertheless advised, encouraged, and instructed Ms. Koper to perform
12 and cover up such unlawful activities within the TBN Companies. The Defendant
13 Attorneys told Ms. Koper that she needed to do as the TBN Companies' directors and
14 senior executives instructed Ms. Koper to do, or else Ms. Koper was "going to get into
15 trouble." The Defendant Attorneys told Ms. Koper that she was "legally prohibited"
16 from doing otherwise, and that she "really [had] no choice in the matter" but to do as she
17 was told. The Defendant Attorneys failed to advise Ms. Koper to take reasonable and
18 appropriate action.

19 21. The Defendant Attorneys specifically told Ms. Koper that their advice was
20 in Ms. Koper's best interest, although Ms. Koper is informed, believes, and based thereon
21 alleges that these assertions were false. Ms. Koper is informed, believes, and based
22 thereon alleges that the Defendant Attorneys' advice to Ms. Koper served only the
23 unlawful and conflicting interests of the Defendant Attorneys' other clients in this same
24 matter. The Defendant Attorneys neither advised Ms. Koper concerning the conflict of
25 interest nor obtained any waiver of that conflict from Ms. Koper, whether written or
26 otherwise.

27 22. Ms. Koper is informed, believes, and based thereon alleges that the
28 Defendant Attorneys disclosed Ms. Koper' communications concerning the TBN

1 Companies' unlawful conduct to those companies' directors and senior executives.

2 23. Ms. Koper was specifically threatened and intimidated by the TBN
3 Companies' directors and senior executives when Ms. Koper reported and objected to
4 what she reasonably believed was an unlawful distribution scheme involving tens of
5 millions of dollars improperly received by those same directors. Ms. Koper was told by
6 directors of Trinity Broadcasting that they would have Ms. Koper "arrested" and
7 "prosecuted" if she tried to report the TBN Companies or their directors for financial
8 improprieties.

9 24. When Ms. Koper sought help and advice from the Defendant Attorneys
10 concerning these threats, the Defendant Attorneys advised Ms. Koper that she, too, had
11 broken the same laws as the directors of Trinity Broadcasting, and that Ms. Koper was
12 therefore "prohibited" as an "accomplice" from reporting the alleged crimes outside the
13 company. Ms. Koper acted at all times in accordance with advice from the Defendant
14 Attorneys concerning her own finances.

15 25. The Defendant Attorneys further advised Ms. Koper that confidentiality
16 agreements prohibited her from disclosing any details about these illicit matters to
17 "outside" lawyers, investigators, Trinity Broadcasting's private auditors, or anyone else.
18 Ms. Koper was specifically told that she was required to seek advice only through the
19 Defendant Attorneys if she had legal concerns about the TBN Companies or the conduct
20 of their officers, directors, or employees.

21 26. The Kopers were also told that their employers would have the Kopers
22 arrested for "theft" if they took any documents to lawyers, accountants, investigators,
23 prosecutors, or others.

24 27. After and as a result of reporting and objecting to her employers' unlawful
25 conduct, Ms. Koper was terminated by the TBN Companies. In retaliation, the TBN
26 Companies also terminated Ms. Koper's husband, Michael Koper, who was Trinity
27 Broadcasting's Corporate Secretary and Vice President of Media Services. When
28 questioned about the grounds for termination, Matthew Crouch, a director at Trinity

1 Broadcasting, began tapping the firearm he had brought to the meeting and asked Ms.
2 Koper what she thought would happen when she wrote a memo to the board critical of
3 Matthew Crouch's financial improprieties. Matthew Crouch continued tapping the gun
4 he was holding to ensure that Ms. Koper recognized the lethal threat being made.

5
6 *The Brandt Litigation*

7 28. Both before and after Ms. Koper was terminated by the TBN Companies, the
8 Defendant Attorneys jointly represented Ms. Koper and Trinity Broadcasting as co-
9 defendants in litigation filed by Horst Brandt in the Superior Court of California for
10 Orange County, designated as Case No. 30-2011-00488263 ("**Brandt Litigation**").

11 29. The Defendant Attorneys neither disclosed potential conflicts of interest to
12 Ms. Koper at the outset of the Brandt Litigation nor obtained Ms. Koper's informed
13 consent or waiver of those potential conflicts.

14 30. The Defendant Attorneys discouraged Ms. Koper from retaining separate
15 counsel, advised Ms. Koper that she was prohibited from doing so, and willfully refused
16 and purposefully failed to let Ms. Koper be dismissed as a defendant from the Brandt
17 Litigation, although the opportunity was available, while the Defendant Attorneys
18 represented Ms. Koper in that action.

19 31. The Defendant Attorneys purposefully and recklessly subjected Ms. Koper
20 to prolonged emotion distress in the Brandt Litigation unnecessarily and for no purpose
21 beneficial to Ms. Koper, but rather in favor of the conflicting interests of the Defendant
22 Attorneys' joint clients in that same matter.

23 32. The Defendant Attorneys instructed Ms. Koper not to testify truthfully
24 during the Brandt Litigation and to support lies told on behalf of the Defendant
25 Attorneys' joint client, Trinity Broadcasting. Ms. Koper refused to do so, hired new legal
26 counsel, and was dismissed with prejudice and without liability to the plaintiff in those
27 proceedings.

28 33. The Defendant Attorneys refused to cause or otherwise allow Ms. Koper's

1 dismissal or separate representation in the Brandt Litigation in order to maintain control
2 and influence over Ms. Koper, for wrongful purposes, both in the Brandt Litigation and
3 otherwise.

4 34. Ms. Koper is informed, believes, and based thereon alleges that the
5 Defendant Attorneys were motivated in their misconduct by their loyalty to clients with
6 interests overtly conflicting with Ms. Koper's own interests.

7 35. When overt conflicts of interest arose among Ms. Koper and the Defendant
8 Attorneys' joint clients in the Brandt Litigation, the Defendant Attorneys both failed and
9 refused to withdraw as counsel. The Defendant Attorneys never requested that Ms.
10 Koper waive any conflicts of interest, and Ms. Koper never consented to any such waiver
11 whether in writing or otherwise.

12
13 ***Post-Employment Legal Advice Concerning Ms. Koper's Termination***

14 36. After Ms. Koper was terminated by the TBN Companies on or about
15 September 30, 2011, the Defendant Attorneys continued to act as her lawyers, providing
16 legal advice to Ms. Koper.

17 37. When Ms. Koper asked the Defendant Attorneys what she should do about
18 Mathew Crouch's threat with a gun and Ms. Koper's termination, which Ms. Koper
19 believed was in clear retaliation for disclosing and objecting to the TBN Companies'
20 unlawful conduct, the Defendant Attorneys responded that there was nothing that Ms.
21 Koper could do and that she needed to "move on" with her life as quickly and as
22 "painlessly" as possible. The Defendant Attorneys again advised Ms. Koper that
23 confidentiality agreements allegedly prohibited Ms. Koper from consulting other
24 attorneys or making any disclosures outside of Trinity Broadcasting.

25 38. The Defendant Attorneys advised Ms. Koper that Trinity Broadcasting's
26 board of directors were infuriated over Ms. Koper's disclosures and objections, and that
27 Trinity Broadcasting would stop at nothing until Ms. Koper and her husband had been
28 thoroughly "punished."

1 39. The Defendant Attorneys advised Ms. Koper that she was in a vulnerable
2 position because, they said, she was allegedly “just as guilty” as Trinity Broadcasting’s
3 board of directors when it came to receiving “unlawful distributions,” even though Ms.
4 Koper had acted in accordance with the Defendant Attorneys’ advice concerning her own
5 finances.

6 40. The Defendant Attorneys advised Ms. Koper that she and her husband
7 would be sent to prison for “decades” if the financial improprieties that Ms. Koper had
8 criticized came to light, because Ms. Koper and her husband had received numerous
9 perquisites themselves while employed by the TBN Companies and were therefore
10 “accomplices.”

11 41. Even though Ms. Koper had followed the Defendant Attorneys’ advice
12 concerning her own finances, the Defendant Attorneys specifically advised Ms. Koper
13 that the only way to avoid certain criminal prosecution and certain “jail time” was to
14 return all income that Mr. and Ms. Koper had earned while employed by the TBN
15 Companies and to surrender every piece of property acquired with their earnings.

16 42. The Defendant Attorneys did not alter their advice to Ms. Koper when
17 shown that she and her husband had disclosed executive perquisites as required in IRS
18 forms and other financial disclosures, whereas Trinity Broadcasting’s board of directors
19 routinely and systematically siphoned undisclosed tens of millions of dollars through the
20 unlawful income distribution schemes that had been disclosed and otherwise discovered
21 by Ms. Koper upon her promotion to the head of finance. The Defendant Attorneys
22 advised Ms. Koper, however, that her perquisites (whether disclosed or not) amounted to
23 “legally the same thing” as the massive unlawful distributions to Trinity Broadcasting’s
24 board of directors.

25 43. The Defendant Attorneys promised to help Ms. Koper in “any way we can”
26 but advised and instructed Ms. Koper that she was obligated to “do whatever John
27 [Casoria]” (a senior Trinity Broadcasting executive and in-house counsel) says needs to
28 be done to get past this “or else you are going to jail.” Specifically, the Defendant

1 Attorneys advised Ms. Koper that she should “seek spiritual and financial contrition”
2 from Trinity Broadcasting’s directors. More specifically, the Defendant Attorneys
3 advised Ms. Koper that the “best” thing she could do for herself legally was to, literally,
4 reduce herself to a state of abject poverty by returning all income and property acquired
5 while working for the TBN Companies, and then plead for the “Christian sympathy” of
6 Trinity Broadcasting’s directors.

7 44. The Defendant Attorneys promised Ms. Koper that they would serve as an
8 “intermediary” on behalf of Ms. Koper in discussions with Trinity Broadcasting through
9 John Casoria to follow through on the “contrition” plan that the Defendant Attorneys
10 recommended.

11 45. John Casoria likewise contacted Ms. Koper directly and told Ms. Koper that
12 she needed to immediately heed her attorneys’ advice by turning over all income and
13 property acquired by the Kopers while working for the TBN Companies, and to seek
14 “contrition” from Trinity Broadcasting’s directors. Mr. Casoria and the Defendant
15 Attorneys repeatedly told Ms. Koper and her husband, both explicitly and through
16 numerous thinly veiled threats, that Trinity Broadcasting would have the Kopers arrested
17 and prosecuted unless the Kopers immediately returned their earned income and property.
18 The Defendant Attorneys advised Ms. Koper that she had no legal option but to do as Mr.
19 Casoria instructed.

20 46. Within about 6 weeks of her termination, Ms. Koper succumbed to the
21 threats of criminal prosecution and followed the advice recommended by the Defendant
22 Attorneys. Specifically, Ms. Koper and her husband agreed to follow the Defendant
23 Attorney’s “contrition” advice by turning over their property to Trinity Broadcasting as
24 recommended by the Defendant Attorneys, including title to the Kopers’ house, their car,
25 jewelry, life insurance, and even the furnishings in their home. Ms. Koper accepted a
26 new, lower paid job in New York and moved there with her husband, Michael Koper, on
27 or about October 10, 2011. The couple took up residence with Mr. Koper’s father and
28 provided the address of their new residence to the Defendant Attorneys.

1 47. Ms. Koper further followed the Defendant Attorneys' advice by sending the
2 letters of Christian "contrition" as they recommended, with the understanding based upon
3 Defendant Attorneys' advice that capitulating to every demand by Trinity Broadcasting
4 was the "only realistic legal option" to avoid "jail time" for being alleged "accomplices"
5 to Trinity Broadcasting's financial improprieties.
6

7 *The Defendant Attorneys' Malicious Lawsuit against Their Own Client*

8 48. On or about October 17, 2011, while still representing Ms. Koper in the
9 Brandt Litigation and advising Ms. Koper with respect to the post-termination Christian
10 "contrition" matter, the Defendant Attorneys secretly filed formation papers with the
11 California Secretary of State on behalf of Redemption Strategies, Inc. ("**Redemption**
12 **Strategies**"), a new California corporation.

13 49. The next day, on or about October 18, 2011, the Defendant Attorneys filed a
14 lawsuit on behalf of the newly formed entity, Redemption Strategies, in the California
15 Superior Court for Orange County, Matter No. 30-2011-00516179 (the "**Redemption**
16 **Strategies Litigation**"). Plaintiff is informed, believes, and based thereon alleges that
17 Redemption Strategies was formed by the Defendant Attorneys solely for the purpose of
18 suing Plaintiff, who was still represented by the Defendant Attorneys in the Brandt
19 Litigation and Christian "contrition" matters, anonymously (i.e., on behalf of unnamed
20 "Doe assignors") to conceal wrongful conduct by the Defendant Attorneys.

21 50. Redemption Strategies' October 18, 2011 complaint named Ms. Koper's
22 husband as a defendant, along with 100 fictitiously named "Doe" defendants.

23 51. The October 18, 2011 complaint filed by the Defendant Attorneys was kept
24 secret from Ms. Koper and the defendants in the Redemption Strategies Litigation. No
25 summons on the October 18, 2011 complaint in the Redemption Strategies Litigation was
26 ever served. Nor were Ms. Koper or the other defendants in the Redemption Strategies
27 Litigation informed that the lawsuit had been filed. In particular, the Defendant
28 Attorneys did not inform their own client, Ms. Koper, that the Defendant Attorneys had

1 secretly filed the October 18, 2011 complaint naming Ms. Koper's husband as a
2 defendant and secretly targeting Ms. Koper herself by inclusion among the 100
3 fictitiously named "Doe" defendants.

4 52. Instead, the Defendant Attorneys used the case number in the Redemption
5 Strategies Litigation to secretly send numerous subpoenas to multiple banks and other
6 institutions seeking the bank records of Ms. Koper and the other defendants in the
7 Redemption Strategies Litigation.

8 53. On or about December 1, 2011 (while still representing Ms. Koper as
9 counsel of record in the Brandt Litigation and advising Ms. Koper in the Christian
10 "contrition" matter), the Defendant Attorneys filed a *First Amended Complaint* in the
11 Redemption Strategies Litigation specifically naming Ms. Koper as a defendant. That
12 *First Amended Complaint* also named as defendants Ms. Koper's husband (Michael
13 Koper), her husband's father (William Koper), and her husband's uncle (Joseph
14 McVeigh).

15 54. Again, the Defendant Attorneys did not inform their client, Ms. Koper, that
16 they had filed the *First Amended Complaint* naming Ms. Koper as a defendant in the
17 Redemption Strategies Litigation. Nor did the Defendant Attorneys inform their client,
18 Ms. Koper, that they had sued Ms. Koper's husband, her husband's father, or her
19 husband's uncle, even though Defendants knew their client's family relationship with
20 each of these individuals and the conflict of interests that a lawsuit against Ms. Koper and
21 each of these related individuals presented.

22 55. Throughout this same timeframe, the Defendant Attorneys were still serving
23 as counsel of record for Ms. Koper in the Brandt Litigation and advising Ms. Koper how
24 best to avoid "jail time" through the recommended course of Christian "contrition" (i.e.,
25 purposefully reducing herself to poverty and pleading for "Christian sympathy").

26 56. After Ms. Koper learned about the Redemption Strategies Litigation in mid-
27 December 2011, Ms. Koper demanded that the Defendant Attorneys recuse themselves as
28 legal counsel, based upon the overt conflicts of interest, both for Redemption Strategies

1 suing Ms. Koper and her family members in the Redemption Strategies Litigation and for
2 Trinity Broadcasting in the Brandt Litigation. The Defendant Attorneys refused to
3 withdraw as counsel of record in either matter.

4 57. Ms. Koper is informed, believes, and based thereon alleges that Redemption
5 Strategies was formed and represented by the Defendant Attorneys for the purpose of
6 anonymously and maliciously suing Ms. Koper and her family members in retaliation for
7 disclosing and objecting to unlawful conduct by the TBN Companies and their directors.

8 58. Ms. Koper is informed, believes, and based thereon alleges that the lawsuit
9 filed by the Defendant Attorneys on behalf of Redemption Strategies was motivated by a
10 malicious and meritless effort to preemptively discredit Ms. Koper and her husband,
11 Michael Koper, who had been terminated for refusing to engage in the massive financial
12 schemes that had been divulged to Ms. Koper upon her promotion to the head of Trinity
13 Broadcasting's financial department.

14 59. The Defendant Attorneys never disclosed or discussed any conflicts of
15 interest with Ms. Koper before or while they were representing her. This includes no
16 disclosure of the fact that the Defendant Attorneys were secretly representing a company
17 formed for the purpose of suing Ms. Koper anonymously (i.e., asserting claims on behalf
18 of unnamed "Doe assignors") at the same time Ms. Koper was being represented by the
19 Defendant Attorneys and trusting their advice. It also includes no disclosure of the fact
20 that the Defendant Attorneys' advice in support of the Christian "contrition" scheme and
21 with respect to Ms. Koper's wrongful termination was motivated by the Defendant
22 Attorneys' conflicting allegiance to adverse parties.

23
24 ***Failure to Return Ms. Koper's Legal Files***

25 60. Ms. Koper has demanded that the Defendant Attorneys turn over her full
26 legal files in connection with all matters in which the Defendant Attorneys represented
27 Ms. Koper. This includes, but is not limited to, a demand for all communications among
28 Ms. Koper, the Defendant Attorneys, and their joint clients, copies of the documents

1 concerning the conflict of interests between Ms. Koper and the Defendant Attorneys'
2 joint clients, and documents and communications concerning Ms. Koper's wrongful
3 termination.

4 61. The Defendant Attorneys have failed to comply with Ms. Koper's request
5 for the return of her full file. Instead, the Defendant Attorneys returned only publicly
6 filed documents and communications only with opposing counsel. The Defendant
7 Attorneys returned no internal communications among Ms. Koper, the Defendant
8 Attorneys, and their joint clients.

9 62. Ms. Koper is informed, believes, and based thereon alleges that the
10 Defendant Attorneys have wrongfully retained such communications and documents to
11 further cover up their own intentional misconduct, to discourage and make it more
12 difficult for Ms. Koper to file claims against the Defendant Attorneys and their clients
13 with interests adverse to Ms. Koper, and to otherwise prejudice Ms. Koper.

14
15 *General & Special Damages*

16 63. As the direct and proximate result of the Defendant Attorneys' actions
17 described herein, Ms. Koper has suffered general and special damages, including
18 economic detriment, in an amount to be proven at trial, but including without limitation at
19 least \$556,500 comprised of:

- 20 a. At least \$182,500 or such other equity in the house that the Defendant
21 Attorneys advised Ms. Koper to surrender as "contrition";
- 22 b. At least \$225,000 or such other equity in the condominium that the
23 Defendant Attorneys advised Ms. Koper to surrender as "contrition";
- 24 c. At least \$45,000 or such other value of the automobile that the Defendant
25 Attorneys advised Ms. Koper to surrender as "contrition";
- 26 d. At least \$25,000 or such other cash value of the life insurance policy that the
27 Defendant Attorneys advised Ms. Koper to surrender as "contrition";
- 28 e. At least \$14,000 or such other value of the personal jewelry that the

1 Defendant Attorneys advised Ms. Koper to surrender as “contrition”;

2 f. At least \$40,000 or such other value of the kitchen table and chairs, living
3 room sets, end tables, TV stands, dining room table and chairs, china
4 cabinet, bedroom set, storage cabinets, televisions, patio furniture, freezer,
5 exercise equipment, office furniture, kitchen appliances and other home
6 furnishings that the Defendant Attorneys advised Ms. Koper to surrender as
7 “contrition; and

8 g. At least \$25,000 or such other attorneys’ fees and costs that Ms. Koper
9 would not have otherwise been forced to incur in the Brandt Litigation and
10 Redemption Strategies Litigation but for the Defendant Attorneys’
11 misconduct.

12 64. As a further direct and proximate result of the Defendant Attorneys’
13 conduct, Ms. Koper lost her employment with the TBN Companies, including the loss of
14 compensation and a long-term or permanent set back in her professional career. The
15 Defendant Attorneys have also intentionally failed to return Ms. Koper’s documents and
16 communication in connection with these issues in order to discourage and inhibit Ms.
17 Koper from filing suit for wrongful termination. The amount of such financial losses will
18 be determined by proof at trial.

19 65. As a further direct and proximate result of the Defendant Attorneys’ actions
20 described herein, Ms. Koper has also suffered severe emotional distress. The general
21 damages attributable to such harm will be determined by proof at trial.

22
23 **FIRST CLAIM FOR**
24 **BREACH OF FIDUCIARY DUTIES**

25 66. Paragraphs 1-65 and 74-83, inclusive, of this complaint are incorporated by
26 reference as though fully set forth herein, and this claim for breach of fiduciary duties is
27 asserted by Ms. Koper against each of the Defendant Attorneys.

28 67. At all relevant times, the Defendant Attorneys, and each of them, created

1 and acted in a fiduciary relationship of great trust as attorneys for Ms. Koper.

2 68. As set forth in the paragraphs incorporated herein by reference, the
3 Defendant Attorneys breached the fiduciary duties that they owed to Ms. Koper. This
4 includes, without limitation, violations by the Defendant Attorneys of their duties of
5 conscientious fidelity to Ms. Koper; their duties of unimpaired loyalty to Ms. Koper; their
6 duties to maintain the confidence and preserve the secrets of Ms. Koper; their duties to
7 communicate to Ms. Koper whatever information the Defendant Attorneys acquired in
8 relation to the subject matter of their representation; their duties to protect Ms. Koper in
9 every way possible; their duties not to assume positions adverse or antagonistic to Ms.
10 Koper without Ms. Koper's free and intelligent consent given after full knowledge of all
11 facts and circumstances; their duties not to represent clients with adverse interests
12 without the written consent of both clients; their duties not to deceive Ms. Koper; their
13 duties to assist Ms. Koper to make intelligent and informed decisions as to the direction
14 of her legal affairs; and their duties to preserve and return Ms. Koper's full legal file,
15 including all documents and communications.

16 69. The Defendant Attorneys thereby injured Ms. Koper in the subject matter of
17 their representation; the Defendant Attorneys used information acquired during their
18 relationship against Ms. Koper; and the Defendant Attorneys gained and exploited unfair
19 advantage of Ms. Koper by using confidential information acquired from their
20 relationship.

21 70. As a result of the Defendant Attorneys' breach of fiduciary duties, Ms.
22 Koper has suffered general and special damages, including economic detriment, in an
23 amount to be proven at trial, but including without limitation at least \$556,500 comprised
24 of the amounts set forth in the paragraphs incorporated above by reference.

25 71. As a further direct and proximate result of the Defendant Attorneys'
26 conduct, Ms. Koper lost her employment with the TBN Companies, including the loss of
27 compensation and a long-term or permanent set back in her professional career. The
28 Defendant Attorneys have also intentionally failed to return Ms. Koper's documents and

1 communication in connection with these issues in order to discourage and inhibit Ms.
2 Koper from filing suit for wrongful termination. The amount of such financial losses will
3 be determined by proof at trial.

4 72. As set forth below, the Defendant Attorneys also intentionally subjected Ms.
5 Koper to extreme emotional distress. The general damages attributable to such harm will
6 be determined by proof at trial.

7 73. As set forth in the paragraphs above, the Defendant Attorneys' conduct was
8 done knowingly, willfully, and with malicious intent, and Ms. Koper is entitled to
9 punitive damages in an amount to be determined by proof at trial.

10
11 **SECOND CLAIM FOR**
12 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

13 74. Paragraphs 1-73, inclusive, of this complaint are incorporated by reference
14 as though fully set forth herein, and this claim for intentional infliction of emotional
15 distress is asserted by Ms. Koper against each of the Defendant Attorneys.

16 75. There existed, at all times relevant herein, a special relationship between Ms.
17 Koper and the Defendant Attorneys, who were Ms. Koper's trusted legal advisors and
18 representatives.

19 76. As set forth in the paragraphs incorporated herein by reference, the actions
20 of the Defendant Attorneys were outrageous, intentional, unreasonable, and malicious.
21 The Defendant Attorneys not only undertook these actions with, at the very minimum,
22 reckless disregard of the fact that they would certainly cause Ms. Koper to suffer severe
23 emotion distress; the Defendant Attorneys undertook these actions with the intent and
24 purpose to cause that harm to Ms. Koper.

25 77. As legal counsel representing Ms. Koper in the Brandt Litigation and other
26 legal matters as stated herein, the Defendant Attorneys were in a position of actual or
27 apparent power over Ms. Koper, and the Defendant Attorneys abused that position of
28 trust and that relationship to affect their own interests.

1 78. The Defendant Attorneys knew that Ms. Koper was peculiarly susceptible to
2 injuries through mental distress due to the circumstances while Ms. Koper was seeking
3 advice from defendant Loe about divorce; due to defendant Loe's repeated sexual
4 advances, groping, and other physical and verbal assaults; due to Ms. Koper's discovery
5 of illegal activities by her employers; due to the Defendant Attorneys' instructions that
6 Ms. Koper was obligated to do as she was told by her employers in these illegal matters;
7 due to being betrayed by the Defendant Attorneys who sued Ms. Koper while
8 representing her in the Brandt Litigation and advising Ms. Koper in the Christian
9 "contrition" matter; due to the lethal threats directed at Ms. Koper by a Trinity
10 Broadcasting director and the Defendant Attorneys' false advice that nothing could be
11 done about it; due to repeated and wrongful threats of criminal prosecution and
12 imprisonment to resolve civil disputes; and due to the Defendant Attorneys'
13 abandonment of Ms. Koper's legal interests in favor of conflicting interests by other
14 clients.

15 79. As a proximate result of the acts of the Defendant Attorneys, Ms. Koper
16 suffered severe emotional distress in the form of fear, nervousness, anxiety, worry,
17 illness, and indignity. The experiences to which the Defendant Attorneys intentionally
18 subjected Ms. Koper have been the most traumatic and terrifying experiences of Ms.
19 Koper's life. The Defendant Attorneys have caused Ms. Koper to live in constant fear,
20 terror, anxiety, and depression. Ms. Koper has been made physically ill as a result of the
21 Defendant Attorneys' actions, including loss of appetite, physical weakness, nausea,
22 headaches, shortness of breath, heart palpitations, stomach and digestive problems,
23 malnutrition, hair loss, severe insomnia, and suicidal thoughts requiring counseling and
24 medication. Ms. Koper is terrified and haunted by the Defendant Attorneys' actions,
25 including the sexual assault, the repeated threats of criminal prosecution, the betrayal of
26 trust and loyalty, and the strain that defendant Loe and the other Defendant Attorneys
27 intentionally placed on Ms. Koper's marriage. Ms. Koper is both physically and
28 emotionally devastated as a result of being induced by the Defendant Attorneys' to

1 pursue Christian “contrition,” which was maliciously intended to reduce Ms. Koper to
2 poverty and thereby become particularly vulnerable to the Defendant Attorneys’ further
3 and intentional infliction of emotional distress. The Defendant Attorneys’ actions have
4 caused Ms. Koper to fear and avoid placing trust in persons of authority, which has
5 severely affected Ms. Koper in her work. Plaintiff requires medication and counseling as
6 a result of the Defendant Attorneys’ conduct.

7 80. As a direct and proximate result of the Defendant Attorneys’ conduct, Ms.
8 Koper has suffered general damages in an amount to be determined by proof at trial.

9 81. As a further direct and proximate result of the Defendant Attorneys’
10 conduct, Ms. Koper lost her employment with the TBN Companies, including the loss of
11 compensation and a long-term or permanent set back in her professional career. The
12 Defendant Attorneys have also intentionally failed to return Ms. Koper’s documents and
13 communication in connection with these issues in order to discourage and inhibit Ms.
14 Koper from filing suit for wrongful termination. The amount of such financial losses will
15 be determined by proof at trial.

16 82. As a further direct and proximate result of the Defendant Attorneys’
17 conduct, Ms. Koper has suffered economic detriment, in an amount to be proven at trial,
18 but including without limitation at least \$556,500 comprised of the amounts set forth in
19 the paragraphs incorporated above by reference.

20 83. As set forth above, the Defendant Attorneys’ conduct was done knowingly,
21 willfully, and with malicious intent, and Ms. Koper is entitled to punitive damages in an
22 amount to be determined by proof at trial.

23
24 **THIRD CLAIM FOR**
25 **PROFESSIONAL NEGLIGENCE**

26 84. Paragraphs 1-65, inclusive, of this complaint are incorporated by reference
27 as though fully set forth herein, and this claim for professional negligence is asserted by
28 Ms. Koper against each of the Defendant Attorneys.

1 85. The Defendant Attorneys were engaged to represent Ms. Koper in the
2 Brandt Litigation described above, including at all times from or about June 22, 2011
3 through or about January 11, 2012 and with respect to the Christian “contrition” matter as
4 stated above in the paragraphs incorporated herein by reference.

5 86. The Defendant Attorneys owed Ms. Koper the professional duty to use such
6 skill, prudence, and diligence as lawyers of ordinary skill and capacity commonly possess
7 and exercise in the performance of tasks which they undertake.

8 87. The Defendant Attorneys failed to use reasonable skill and care in their
9 representation of Ms. Koper in the Brandt Litigation and in the “contrition” matter.

10 88. As a direct and proximate result of the negligence and carelessness of the
11 Defendant Attorneys as set forth above, Ms. Koper has suffered general and special
12 damages, including economic detriment, in an amount to be proven at trial, but including
13 without limitation at least \$556,500 comprised of the amounts set forth in the paragraphs
14 incorporated above by reference.

15 89. As a further direct and proximate result of the Defendant Attorneys’
16 negligence and carelessness, Ms. Koper lost her employment with the TBN Companies,
17 including the loss of compensation and a long-term or permanent set back in her
18 professional career. The Defendant Attorneys have also intentionally failed to return Ms.
19 Koper’s documents and communication in connection with these issues in order to
20 discourage and inhibit Ms. Koper from filing suit for wrongful termination. The amount
21 of such financial losses will be determined by proof at trial.

22 90. Ms. Koper is informed, believes, and based thereon alleges that had the
23 Defendant Attorneys used proper skill and care in the handling of the Brandt Litigation
24 and “contrition” matters, Ms. Koper would not have lost her employment with the TBN
25 Companies, would not have suffered uncompensated losses following her wrongful
26 termination, would not have incurred the additional attorneys fees as stated above, and
27 would not have been required to surrender property pursuant to the Defendant Attorneys’
28 ill-advised “contrition” scheme.

1 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 2 (1) At least \$556,500 in compensatory damages comprised of:
- 3 a. At least \$182,500 or such other equity in the house that the Defendant
- 4 Attorneys advised Ms. Koper to surrender as “contrition”;
- 5 b. At least \$225,000 or such other equity in the condominium that the
- 6 Defendant Attorneys advised Ms. Koper to surrender as “contrition”;
- 7 c. At least \$45,000 or such other value of the automobile that the Defendant
- 8 Attorneys advised Ms. Koper to surrender as “contrition”;
- 9 d. At least \$25,000 or such other cash value of the life insurance policy that
- 10 the Defendant Attorneys advised Ms. Koper to surrender as “contrition”;
- 11 e. At least \$14,000 or such other value of the personal jewelry that the
- 12 Defendant Attorneys advised Ms. Koper to surrender as “contrition”;
- 13 f. At least \$40,000 or such other value of the kitchen table and chairs,
- 14 living room sets, end tables, TV stands, dining room table and chairs,
- 15 china cabinet, bedroom set, storage cabinets, televisions, patio furniture,
- 16 freezer, exercise equipment, office furniture, kitchen appliances and other
- 17 home furnishings that the Defendant Attorneys advised Ms. Koper to
- 18 surrender as “contrition; and
- 19 g. At least \$25,000 or such other attorneys’ fees and costs that Ms. Koper
- 20 would not have otherwise been forced to incur in the Brandt Litigation
- 21 and Redemption Strategies Litigation but for the Defendant Attorneys’
- 22 misconduct.
- 23 (2) Further general and special damages according to proof at trial as a result of
- 24 Ms. Koper’s loss of employment, loss of compensation, and severe
- 25 emotional distress;
- 26 (3) Exemplary damages in an amount no less than \$2.5 million or such further
- 27 amount as determined proper at trial;
- 28 (4) Interest according to law;

- 1 (5) Costs of this action; and
2 (6) Such other and further relief as this court may deem just and proper.
3

4 DATED: February 1, 2012

MACLEOD & GREENBERG, LLP

5
6 By:  _____

7 Timothy S. MacLeod
8 4000 Barranca Pkwy, Ste. 250
9 Irvine, CA 92604
10 *tsm@mglplaw.com*
11 Telephone: (949) 336-7600

12
13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a jury trial as provided by Rule 38(a) of the Federal
15 Rules of Civil Procedure.
16

17 DATED: February 1, 2012

MACLEOD & GREENBERG, LLP

18
19 By:  _____

20 Timothy S. MacLeod
21 4000 Barranca Pkwy, Ste. 250
22 Irvine, CA 92604
23 *tsm@mglplaw.com*
24 Telephone: (949) 336-7600
25
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27
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