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NORTHERN DISTRICT OF CALIFORNIA

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8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 MITRA N. FOROUHAR,  
12 Plaintiff,

13 vs.

14  
15 STATOIL, ASA, and DOES 1  
16 through 10;  
17 Defendants.  
18  
19

CV Case No: 10 3623 DMR

COMPLAINT FOR DAMAGES :

- (1) FRAUD AND DECEIT
- (2) VIOLATION OF CALIFORNIA LABOR CODE SECTION 970
- (3) PROMISSORY ESTOPPEL
- (4) NEGLIGENT MISREPRESENTATION
- (5) UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE SECTION 17200, ET SEQ.

20 DEMAND FOR TRIAL BY JURY

21  
22  
23  
24  
25 Plaintiff MITRA N. FOROUHAR (hereinafter "Ms. Forouhar" or  
26 "Plaintiff"), on information and belief, makes the following allegations in support  
27 of this complaint against STATOIL, ASA ("Statoil") and DOES 1 through 10  
28 (collectively "Defendants"):

1

## INTRODUCTION

2           1.     This action is about an international petroleum company which lured a  
3 California citizen to forego a lucrative employment opportunity in San Francisco  
4 and relocate to Norway based on knowingly false promises and misrepresentations  
5 about the nature and character of her position as a human rights specialist for the  
6 company. In essence, Ms. Forouhar was promised that her job at Statoil would  
7 provide her with the opportunity and ability to ensure that the company respected  
8 international human rights norms in its operations and would also offer the  
9 potential for career advancement within the company. However, once she  
10 relocated to Norway, Ms. Forouhar learned that the promises made to her about her  
11 job were false and that the company never intended to allow her to perform the  
12 essential tasks necessary to hold the company to the human rights promises it  
13 makes to the international community. Indeed, the job responsibilities described to  
14 her during her recruitment were contrary to the company's management system and  
15 governing provisions. Moreover, the representations made to her about the  
16 opportunities for promotion and career advancement were equally false. As a result  
17 of these misrepresentations, Ms. Forouhar has sustained substantial damages.

18

## JURISDICTION AND VENUE

19

20           2.     This Court has jurisdiction over Plaintiff's claims pursuant 28 U.S.C.  
21 § 1332 because the amount in controversy exceeds \$75,000.00 and there is  
22 complete diversity of citizenship between the Plaintiff and the Defendants.<sup>1/</sup>

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24           1. This Court may also have jurisdiction over Plaintiff's claims pursuant to  
25 28 U.S.C. §§1330, 1603 and 1605(a)(2)--the Foreign Sovereign Immunities Act  
26 ("FSIA")-- in the event that it is determined that Defendant Statoil is an  
27 instrumentality of the State of Norway because this action is based on Statoil's  
28 commercial activities. However, Plaintiff contends that Statoil is a corporation  
owned by an agency or instrumentality of the State of Norway, the Ministry of  
Petroleum and Energy. An entity which is owned by an agency or instrumentality

1 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391 (a) in  
 2 that a substantial part of the events or omissions giving rise to this action occurred  
 3 in the Northern District of California.

4  
 5 **PARTIES**

6 4. Plaintiff Mitra N. Forouhar is, and at all relevant times was, a citizen  
 7 of the State of California. Ms. Forouhar is an attorney with extensive experience in  
 8 international law and human rights. In particular, she has expertise in the area of  
 9 corporate responsibility and respect for human rights. Between December 2007  
 10 and February 2008, while Ms. Forouhar was in California, she was actively  
 11 recruited by Statoil for employment as human rights advisor/specialist at the  
 12 company's headquarters in Norway. In March 2008, Ms. Forouhar began working  
 13 for Statoil in Norway. Her Norwegian visa expires in April 2011.

14  
 15 5. Plaintiff is informed and believes and thereon alleges that Defendant  
 16 Statoil, ASA is a corporation or other business entity which is based in Norway,  
 17 and which has conducted, and does conduct, business in the State of California and  
 18 throughout the United States and whose shares are traded on the New York Stock  
 19 Exchange. The majority of Statoil shares are owned by the Norwegian Ministry of  
 20 Petroleum and Energy, which was created by a Royal Decree as a department of the  
 21 Council of the State of Norway. The Ministry of Petroleum and Energy is an organ  
 22 of the State within the definition of a state agency or instrumentality set forth in 28  
 23 U.S.C. § 1603(b)(2). Statoil, one of the world's leading petroleum producing

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 25 of a foreign state does not itself meet the definition of an agency or instrumentality  
 26 of a foreign state under 28 U.S.C. § 1603(b) and is therefore not entitled to any  
 27 privileges or immunities under the FSIA. See *Gates v. Victor Fine Foods*, 54 F3d  
 28 1457, 1461-63 (9th Cir. 1995); *Dole Food Co v Patrickson*, 251 F3d 795 (9th Cir.  
 2001) affirmed 538 US 468, 473 (2003).

1 companies, is engaged in a number of business activities, including exploration and  
2 production throughout the world, including those in nations where human rights  
3 abuses have been widespread and where the potential for such abuses in connection  
4 with its activities exists. Statoil publicly touts its adherence to international human  
5 rights norms in its business practices and seeks to distinguish itself from its  
6 competitors on this basis.

7  
8       6.     The true names and capacities, whether corporate, associate,  
9 individual or otherwise of Defendants DOES 1 through 10, inclusive, are unknown  
10 to Plaintiff who therefore sues said Defendants by such fictitious names. Each of  
11 the Defendants designated herein as a DOE is negligently or otherwise legally  
12 responsible in some manner for the events and happenings herein referred to and  
13 caused injuries and damages proximately thereby to Plaintiff as herein alleged.  
14 Plaintiff will seek leave of Court to amend this Complaint to show their names and  
15 capacities when the same have been ascertained.

16  
17       7.     At all times mentioned herein, Defendants, and each of them, were the  
18 agents, representatives, employees, successors, assigns, parents, subsidiaries and/or  
19 affiliates, each of the other, and at all times pertinent hereto were acting within the  
20 course and scope of their authority as such agents, representatives, employees,  
21 successors, assigns, parents, subsidiaries and/or affiliates.

22  
23                                   **FACTS COMMON TO ALL COUNTS**

24       **Ms. Forouhar was recruited by Statoil to move from California to**  
25 **Norway for the position of Human Rights advisor/specialist.**

26       8.     In the Summer of 2007 Ms. Forouhar became acquainted with Willy  
27 Egset, the Head of Corporate Social Responsibility at Statoil, while she was  
28 conducting research on corporate responsibility for international human rights

1 violations. As part of her research, Ms. Forouhar met with Mr. Egset twice in  
2 Norway to discuss the company's approach towards respecting human rights. In  
3 furtherance of her research, Ms. Forouhar participated in the development of the  
4 Human Rights Risk Assessment ("HRRA") for Statoil, which is a method for  
5 conducting human rights due diligence in the company's business to diminish and  
6 prevent human rights risks in connection with the company's activities and  
7 operations.<sup>2/</sup>

8  
9 9. In or about October or November 2007, Mr. Egset informed Ms.  
10 Forouhar that Statoil was seeking to fill a position in Norway as human rights  
11 advisor/specialist for the company. Based on his prior relationship with Ms.  
12 Forouhar, Mr. Egset told her that she would be an ideal candidate for the position  
13 because of her human rights law expertise, as well as her international business law  
14 background, which combined give her a unique set of skills which made her well  
15 suited for this position. The two of them discussed what the position would entail  
16 and the type of work that would be involved. Mr. Egset informed her that Statoil  
17 posted an advertisement for this position on its website and Ms. Forouhar applied  
18 for the position via company's website. Thereafter, Ms. Forouhar met with Mr.  
19 Egset in Norway in December 2007 to interview for the position. Shortly after her  
20 meeting in Norway, Ms. Forouhar returned home to California.

21  
22 10. In December 2007, subsequent to her interview with Statoil and during  
23 the time that Ms. Forouhar was home in California, Ms. Forouhar was offered full  
24 time employment with an American consulting firm for the position of Managing  
25

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26 2. The use of HRRA method or conduct of human rights due diligence has  
27 also been set forth as a corporate responsibility by the UN Special Representative  
28 John Ruggie, and that position has been endorsed the UN Human Rights Council  
as well as the State of Norway.

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1 Director for international tax in the Corporate Finance -Transaction Advisory  
2 Services division of that company's San Francisco, California office. Based on the  
3 terms of this offer, Ms. Forouhar would earn substantial signing bonus, as well as  
4 an annual compensation package which was over \$100,000 greater than what she  
5 would earn at the Statoil position. In addition to paying her substantially more  
6 money than the Statoil job, this position would allow Ms. Forouhar to live and  
7 work in San Francisco, a place where she lived and owned property and to which  
8 she had many other ties, and would not require that she relocate to Norway.

9  
10 11. Ms. Forouhar informed Mr. Egset that she had received a competing  
11 job offer which both paid her a higher salary than the Statoil position and allowed  
12 her to remain in San Francisco. The news of a competing job offer in San  
13 Francisco caused Mr. Egset to step up his efforts to recruit Ms. Forouhar for the  
14 Statoil position. Mr. Egset continued to speak frequently with her about her  
15 candidacy for the position and what her job duties and responsibilities would be if  
16 she were hired. In particular, Ms. Forouhar wanted reassurances that if she were to  
17 accept this position and relocate to Norway, she would not merely be a public  
18 relations representative of the company who can speak the language of human  
19 rights, but rather would have the ability to have a true influence on the company's  
20 conduct in a manner which would prevent and deter any human rights violations in  
21 connection with the company's overseas operations. She made it clear to Mr. Egset  
22 that she would not want to move to Norway to accept a position where she would  
23 have little or no real ability to influence on the company's human rights policies  
24 and practices. She clearly informed him that she would not accept a position where  
25 she would serve mainly as a figure head to promote the company's image as being  
26 socially responsible. Indeed, Ms. Forouhar has no experience in the field of public  
27 relations. Mr. Egset assured her that her job was far more than "public relations"  
28 and that her role in the company would be to develop and implement meaningful

1 human rights policies into the company's overseas operations. Indeed, Mr. Egset  
2 told Ms. Forouhar that Helge Lund, the company's Chief Executive Officer, had  
3 mandated that a commitment respecting human rights be integrated into Statoil's  
4 business practices.

5  
6 12. In light of the competing job offer made to Ms. Forouhar, Statoil  
7 decided to forego a second round of interviews for the position and instead focus  
8 its recruitment efforts on Ms. Forouhar. Toward that end, in early January, 2008,  
9 Ms. Forouhar was formally offered a position with Statoil by Mr. Egset at a salary  
10 which was \$100,000.00 less per year than what she would earn if she were to  
11 accept the San Francisco based position. In addition to her salary, Ms. Forouhar  
12 was promised that she would be given access to company housing which would  
13 cost her only one percent of her salary. Mr. Egset, who was well aware of the fact  
14 that Ms. Forouhar was seriously considering accepting the competing job offer  
15 from the American firm, which paid her significantly more money, sought to  
16 convince her that the Statoil position offered her a unique opportunity. Ms.  
17 Forouhar discussed with Mr. Egset her concerns about turning down the other  
18 offer and taking the position with Statoil. However, in a series of discussions with  
19 Ms. Forouhar, which took place while Ms. Forouhar was in California, Mr. Egset  
20 repeated the promises he had made about the benefits of accepting the Statoil  
21 position. Specifically, Mr. Egset informed Ms. Forouhar that if she took the  
22 position with Statoil, she would be given the authority and ability to put in place  
23 human right rights policies and support their implementation in the company's  
24 operations. Mr. Egset reassured Ms. Forouhar that human rights for Statoil was not  
25 just about managing the company's public image but about doing the right things.  
26 He also repeated his promises about her position within the company and the  
27 potential for career advancement.

28

1           13. Throughout these discussions in December 2007 and January 2008,  
2 Mr. Egset promised Ms. Forouhar that the company was committed to  
3 implementing the HRRRA in its overseas operations. Mr. Egset explained that it has  
4 been ineffective for the company to retain outside consultants to implement the  
5 HRRRA because the operations managers are reluctant to discuss sensitive matters  
6 with outside consultants; therefore, it was important for Statoil to hire an in-house  
7 human rights specialist to work directly with the company's overseas employees.  
8 Ms. Forouhar was assured on numerous occasions that Statoil was committed to the  
9 use of the HRRRA to prevent corporate human rights abuses in connection with its  
10 activities, and that the widespread implementation of the HRRRA was supported  
11 by the company's senior executives. Mr. Egset had touted Statoil's commitment to  
12 HRRRA and had promised Ms. Forouhar that the company intended to comply with  
13 the HRRRA protocol in all of its overseas operations. Ms Forouhar was promised  
14 that a significant part of her duties as Statoil's human rights advisor/specialist, she  
15 was to be responsible for implementing the HRRRA in the company's international  
16 operations Towards this end, he promised her that she would have access to  
17 Statoil's foreign operations in various nations with the potential for human rights  
18 abuses and that she would be expected to travel to these locations on a regular basis  
19 in order to implement effective human rights policies. Unbeknownst to Ms.  
20 Forouhar, who did not have access to internal company documents or policies at  
21 the time, these promises about Ms. Forouhar's anticipated duties and  
22 responsibilities were false. In fact, these representations were contrary to the  
23 corporate structure and governing documents of Statoil, which precluded Ms.  
24 Forouhar, as a human rights specialist in the Corporate Social Responsibility Unit,  
25 from having the type of responsibilities and duties which had been promised to her.

26  
27           14. In addition to promising Ms. Forouhar that her new position would  
28 allow her to have real and tangible effects on the company's policies and



1 operations in the area of human rights, Mr. Egset also made numerous promises to  
2 Ms. Forouhar about how much compensation she would be entitled to and about  
3 the strong potential for career advancement within the company if she accepted the  
4 position. For example, she was promised that she was going to be assigned to a  
5 higher level within the company's corporate structure than she actually was. Mr.  
6 Egset told Ms. Forouhar that she would start out as an "acting manager" and would  
7 be promoted to the formal management level within one year. Ms. Forouhar was  
8 also promised that there was a strong potential for her to advance within the  
9 company from her position and that she was going to be promoted from  
10 "Specialist" to "Chief Specialist" within her first year with the company. Indeed,  
11 Mr. Egset specifically told Ms. Forouhar that there was tremendous career  
12 potential for her within the company from her position as a human rights  
13 advisor/specialist, despite the fact that she was not Norwegian. Mr. Egset stated  
14 that the company had plans to expand internationally and was therefore actively  
15 seeking to recruit and retain professionals from diverse backgrounds with  
16 international experience.

17  
18 15. From February 23 through February 25, 2008, prior to the time that  
19 Ms. Forouhar relocated to Norway, Mr. Egset met in person with Ms. Forouhar at  
20 Statoil's offices in Berkeley, California and in other locations in the San Francisco  
21 area for further discussions about the position, including various concerns that Ms.  
22 Forouhar had about relocating to Norway from California. During these meetings,  
23 Mr. Egset continued to reassure Ms. Forouhar that accepting the Statoil position  
24 was the right decision for her as the company was truly committed to preventing  
25 human rights abuses. Indeed, during a meeting in Berkeley with Mr. Egset and  
26 others, one of the participants expressed the position that corporate social  
27 responsibility was mainly about donating money to worthy causes so as to be  
28 viewed as being socially responsible. Ms. Forouhar expressed her beliefs that

1 while charity is important, true corporate social responsibility in the area of human  
2 rights requires a company to implement policies which will prevent human rights  
3 abuses in its operations. Mr. Egset stated that he agreed with Ms. Forouhar's stated  
4 views and that Statoil was committed to implementing policies which were aimed  
5 at preventing human rights abuses in connection with its international activities.  
6 These representations by Mr. Egset were, in fact, false and misleading. Had Mr.  
7 Egset been candid with Ms. Forouhar about the true nature of her position at Statoil  
8 and the level of the company's commitment to human rights, Ms. Forouhar would  
9 not have relocated to Norway in March 2008 and instead would have pursued the  
10 job offer in San Francisco that she had previously turned down, as that position  
11 remained open in March 2008.

12  
13 16. Ms. Forouhar was and is deeply committed to the cause of advancing  
14 respect for human rights and based on the promises and representations that were  
15 made to her by Mr. Egset, she was reasonably led to believe that if she accepted the  
16 position with Statoil and relocated to Norway she would be given a unique  
17 opportunity to apply the cutting edge method, the HRRA, just developed for  
18 Statoil, and to shape corporate policies and practices in a manner which would  
19 respect human rights in business operations. In reliance on the material promises  
20 and representations made to her by Mr. Egset about the kind, character and nature  
21 of her employment at Statoil, Ms. Forouhar declined the lucrative offer with the  
22 American consulting firm and accepted Statoil's job offer for a position with the  
23 company in Norway to commence on March 14, 2008.

24  
25 **The promises and representations made to Ms. Forouhar about her**  
26 **position with Statoil were false.**

27 17. Ms. Forouhar began working at Statoil in Norway on March 14, 2008.  
28 She was excited about her new position and worked diligently to perform her

1 duties and promote and implement the human rights policies that she had discussed  
2 with Mr. Egset before she began working for the company. However, after having  
3 worked for the company for over a year, Ms. Forouhar discovered that the  
4 representations and promises that were made to her were false and that the  
5 company had concealed material information from her. In particular, the  
6 company's representations and promises about her job duties and its commitment  
7 to human rights (including the implementation of the HRRRA) were false and  
8 misleading. Ms. Forouhar was given limited access to Statoil's overseas operations  
9 which prevented her from implementing effective human rights policies. Although  
10 Ms. Forouhar was promised that she was not being hired simply for public relations  
11 purposes, this was in fact the reason for her hiring. Indeed, a substantial majority  
12 of her time was devoted to external public relations matters. Likewise, various  
13 promises and representations about her career track and compensation at Statoil  
14 also were false.

15  
16 18. Shortly after she commenced her employment with Statoil, Ms.  
17 Forouhar began to see indications that her position with the company was not all  
18 that was promised to her. Prior to accepting employment with Statoil, Ms.  
19 Forouhar had been specifically promised that she would be given the opportunity to  
20 develop strategies, policies, and procedures, and support their implementation to  
21 ensure that human rights are respected throughout Statoil's overseas operations.  
22 However, her efforts to implement human rights policies (including the HRRRA) in  
23 the company's international operations were repeatedly thwarted by Mr. Egset.  
24 She experienced great difficulty in getting Mr. Egset to engage in constructive  
25 discussions about or follow up on implementation of any the discussed objectives  
26 such as developing and implementing a strategy, and putting in place appropriate  
27 human rights policies and procedures. Although Ms. Forouhar diligently attempted  
28 to perform her duties in a manner that would have a tangible influence on Statoil's

1 operations, her efforts were met with bitter resistance by Mr. Egset. Despite the  
2 promises that the company was committed to implementing human rights policies  
3 throughout its operations, Ms. Forouhar found that Statoil was simply unwilling to  
4 do so. Below are a few examples of how the company's promises and  
5 representations to Ms. Forouhar about human rights and her position at Statoil were  
6 false:

7  
8 A. Contrary to the representations made to her that she was not  
9 being hired primarily for public relations purposes, the  
10 substantial majority of Ms. Forouhar's job duties consisted of  
11 external public relations matters.

12  
13 B. When Ms. Forouhar uncovered sensitive information relating  
14 to the company's proposed operations in Iraq concerning the  
15 link between potential financing of terrorism and security for  
16 oil fields and in connection with Statoil's needed security  
17 arrangements, Mr. Egset became extremely upset with her and  
18 attempted to block her from communicating her findings to  
19 senior officials within the company.

20  
21 C. Ms. Forouhar discussed with Mr. Egset's superior, Tor Egil  
22 Sunderø, her concerns about Mr. Egset's lack of follow up  
23 on issues and lack of an effective working relationship with  
24 the business line. While Mr. Sunderø stated that respecting  
25 human rights is an important objective of the company, he  
26 did not take any action to address any of Ms. Forouhar's  
27 concerns.

28

1 D. A human rights workshop for the company's Venezuelan  
2 operations which had been requested by Statoil officials in  
3 Venezuela , and which Ms. Forouhar planned to attend in the  
4 Spring of 2008, was postponed and eventually canceled after  
5 Mr. Egset deemed it unnecessary.  
6

7 E. When Ms. Forouhar proposed a human rights training  
8 program for the company's business operations (also referred  
9 to as the business lines) as a means of explaining the  
10 potential for human rights abuses and how the HRRA  
11 program works, she did not receive any support from Mr.  
12 Egset. Mr. Egset was also hostile toward her efforts to raise  
13 internal awareness of human rights and business through the  
14 company's intranet.  
15

16 F. Despite having been promised that the company was  
17 committed to the HRRA, Ms. Forouhar encountered  
18 tremendous resistance to her efforts to implement the HRRA.  
19 For example, Ms. Forouhar was supposed to visit Algeria as  
20 part of the HRRA for Statoil's operations but Mr. Egset  
21 made it extremely difficult for her to arrange this visit by,  
22 among other things, failing to follow up with various  
23 contacts, thereby causing it to be delayed for several months.  
24 Although Ms. Forouhar was eventually able to make the trip  
25 to Algeria and achieved some level of success in applying  
26 the HRRA, she was met with hostile treatment by Mr. Egset  
27 upon her return. Mr. Egset refused to meet with her to catch  
28 up on issues that occurred during her absence and he cut off

1 her participation at team meetings.

2  
3 G. Ms. Forouhar was repeatedly denied access to the  
4 company's Angola operations, despite Angola being a post  
5 conflict society, where there is potential for serious human  
6 rights abuses. Mr. Egset refused to provide her with any  
7 effective support with respect to implementing human rights  
8 policies in the company's Angola operations.

9  
10 H. Although Statoil is present in approximately 40 countries,  
11 with suppliers in an even a greater number of countries  
12 where it may not have a direct presence, Ms. Forouhar was  
13 only allowed to visit two Statoil sites (Nigeria and Algeria)  
14 as part of her job duties. The fact that she was not allowed to  
15 visit many of the nations with the potential for human rights  
16 abuses meant that she was unable to carry out the goal of  
17 implementing policies which would actively prevent human  
18 rights abuses, in direct contravention to the promises that had  
19 been made to her prior to her accepting employment with  
20 Statoil. Gathering information about activities and  
21 operations and interacting with operational managers is an  
22 essential element of applying the HRRA to manage human  
23 rights risks and prevent potential violations. The company's  
24 refusal to allow her to do so meant that she could not do the  
25 job that she had been promised.

26  
27 I. As part of her efforts to prevent human rights abuses in the  
28 company's labor policies, Ms. Forouhar drafted company

1 policies regarding the prevention of human trafficking and  
2 child labor which were to be adopted as Statoil corporate  
3 policy, applicable to the company's international operations.  
4 In her proposed draft, Ms. Forouhar defined with specificity  
5 child child labor, compulsory labor and human trafficking,  
6 in order to enable on site personnel to identify such  
7 practices. However, Mr. Egset revised her draft policy in a  
8 way which failed to define what it means to engage in human  
9 trafficking or utilize child labor, thereby rendering the policy  
10 vague and ineffective.

11  
12 J. As part of her duties, Ms. Forouhar attempted to formulate a  
13 concrete human rights policy as a guideline for Statoil's  
14 overseas operations. However, Mr. Egset and others failed to  
15 provide feedback or follow up on her proposals for a Statoil  
16 human rights policy.

17  
18 K. In December 2008, in order to raise internal awareness, Ms.  
19 Forouhar attempted to publish an article on the company's  
20 intranet on the occasion of the 60th Anniversary of the  
21 United Nations Universal Declaration of Human Rights. In  
22 that article, she used her work with the Algeria operations as  
23 an example of how human rights relates to business  
24 operations. Mr. Egset blocked publication of the article when  
25 she attempted to obtain a quote from the CEO supporting the  
26 promotion of human rights in business operations. When the  
27 International division of the company published a similar  
28 version of the article, Mr. Egset threatened to take

1 disciplinary action against Ms. Forouhar.

2  
3 L. When Ms. Forouhar asked to work with Human Resources to  
4 put in place an anti-discrimination and harassment policy  
5 and training program, which the company lacks, she was told  
6 by Reidar Gjaerum that Human Resources is a separate line  
7 and she cannot influence its policies or practices, regardless  
8 of the human rights impact.  
9

10 19. After working at the company for a period of time, Ms. Forouhar  
11 began to realize that the manner in which the company was structured, including  
12 the relationship of the Corporate Social Responsibility Unit to other parts of the  
13 company, prevented her from being able to effectively establish and implement  
14 human rights policies and procedures into the company's overseas operations. Ms.  
15 Forouhar learned that at Statoil, there is a clear distinction and separation between  
16 the business- operations side of the company, known as the "business lines,"  
17 which is responsible for the day to day operations of Statoil's overseas facilities,  
18 and the corporate staff side of the company, which is responsible for setting  
19 policies and procedures, and conducting public relations and public affairs. Ms  
20 Forouhar came to realize that it was extremely difficult for her, as a member of the  
21 Corporate Social Responsibility Unit on the corporate staff side of the company, to  
22 have any perceptible input into the implementation of policies and procedures by  
23 the company's business lines, unless tangible steps were to be taken that would  
24 allow her such access to the business lines. However, Mr. Egset as the Head of the  
25 Corporate Social Responsibility Unit, continually refused to take the necessary  
26 actions, such as establishing a control network between the Corporate Social  
27 Responsibility Unit and the business lines, which would have allowed Ms.  
28 Forouhar to implement human rights policies within the business lines. Moreover,



1 Ms. Forouhar discovered that in many of Statoil's international operations, the joint  
2 venture agreements with the operating partner gave Statoil limited influence over  
3 human rights issues, thereby precluding her from having any influence over such  
4 operations.

5  
6 20. Ms. Forouhar's various proposals and attempts to work with Statoil's  
7 business lines were rebuffed by Mr. Egset. He informed her that a close working  
8 relationship with the business lines would not be allowed and that she could not  
9 have any input into how the operations side of the company conducted its affairs.  
10 In essence, Ms. Forouhar was told that she was corporate staff and that she could  
11 only provide advice about the company's international operations if and when such  
12 advice was requested, and this was so despite the fact that operations personnel  
13 were not even made aware of the company's human rights objectives or her  
14 function and presence in the company. This is completely contrary to what she had  
15 been promised by Mr. Egset during the negotiations. Indeed, neither Mr. Egset nor  
16 any one else at Statoil explained to Ms Forouhar that the corporate structure of  
17 Statoil meant that as a member of the Social Responsibility Unit, she would have  
18 no real ability to implement human rights policies within the company's  
19 international operations. In fact, this critical information about the way the  
20 company conducted its operations and the rigid separation of powers between the  
21 corporate side (namely the Corporate Social Responsibility Unit) and operational  
22 side of the company was concealed from Ms. Forouhar prior to her arrival in  
23 Norway. Without any ability to reach the business-operations side of the company,  
24 Ms Forouhar was effectively unable to implement policies that would have a real  
25 impact on preventing human rights abuses. Ms. Forouhar tried on numerous  
26 occasions to address these problems, including attempts to devise new systems to  
27 enable an effective working relationship with the business lines, but her efforts  
28 were ignored and rejected by Mr. Egset. Moreover, she repeatedly proposed that

1 she be moved from the corporate staff to the business-operations side so that she  
2 could avoid the problems she was facing in obtaining access to the company's  
3 international division so that she could effectively implement human rights  
4 policies. However, these proposals were rejected.

5  
6 21. In addition to the false promises and misrepresentations made to Ms.  
7 Forouhar about the company's human rights policies and role in implementing such  
8 policies, Statoil also made false promises and representations about her  
9 compensation and potential for career advancement. These false promises and  
10 misrepresentations about her career track and compensation include the following,  
11 among others:

12  
13 A. Before she starting working at Statoil, Ms. Forouhar was  
14 promised that she was going to be assigned to a higher level  
15 within the company's corporate structure than she actually was.  
16 She was also told that that she would start out as an "acting  
17 manager" and would be promoted to the formal management  
18 level within one year. However, after Ms. Forouhar relocated to  
19 Norway and began her employment with Statoil, Mr. Egset  
20 failed to fulfil his promise that she would be treated as an  
21 acting manager. Indeed, Mr. Egset repeatedly attempted to  
22 obstruct her performance in a number of ways, including  
23 failure to facilitate her integration into the company and failure  
24 to follow up on proposals and issues raised by her. In addition,  
25 after she relocated to Norway, Ms. Forouhar learned that the  
26 grade she was assigned was in fact three grades, and not one,  
27 below the manager level.

28

1 B. Prior to joining Statoil, Ms. Forouhar was promised that there  
2 was a strong potential for her to advance within the company  
3 from her position and that she was going to be promoted from  
4 “Specialist” to “Chief Specialist” within her first year with the  
5 company. This promotion never occurred. When she inquired  
6 of the company’s Human Resources Department about her  
7 promised promotion, she was told that she would not be  
8 eligible for the promotion because the quotas for this position  
9 had already been filled and that her promotion was subject to  
10 certain collective bargaining arrangements, of which she was  
11 never informed when she was being recruited for a position  
12 with Statoil.

13  
14 C. Prior to her employment at Statoil, Mr. Egset specifically told  
15 Ms. Forouhar that there was tremendous career potential for her  
16 within the company from her position as a human rights  
17 advisor/specialist, despite the fact that she was not Norwegian.  
18 However, after she relocated and began her employment at  
19 Statoil, Ms. Forouhar was informed that she should expect a  
20 much slower career track because she was not Norwegian.  
21 Moreover, she was also told by a company official that there  
22 was in fact no career track for her position as human rights  
23 advisor/ specialist and that if she wanted to advance in the  
24 company, she would have to change to a position within one of  
25 the business lines in the company, as opposed to working in the  
26 area of corporate responsibility.

27  
28 D. Mr. Forouhar was also promised that she was eligible for

1            company housing at a cost of one percent of her salary. This  
2            was a significant because she was giving up a much higher  
3            paying position in San Francisco to work for Statoil in Norway.  
4            However, after Ms. Forouhar relocated to Norway and began  
5            working with the company, she learned that the cost of  
6            company housing was significantly more than one percent of  
7            her salary.

8  
9            22. Working at Statoil under these conditions became extremely stressful  
10          for Ms. Forouhar. Although Ms. Forouhar had been repeatedly promised that she  
11          was not being hired as a public relations ploy by Statoil to tout the company's  
12          commitment to human rights, she realized that this was in fact what had happened  
13          and that Statoil had been using her professional credentials and personal  
14          commitment to human rights to promote a false image of itself. In fact, Ms.  
15          Forouhar had no ability or power to affect the company's operations or procedures  
16          in a meaningful way. Despite working diligently to promote human rights within  
17          the company, Ms. Forouhar found that she was being increasingly shunned and  
18          belittled by Mr. Egset who viewed her efforts to promote human rights as a  
19          nuisance. The constant stress of working at a job that utterly did not meet the  
20          promises made to her and where she was increasingly treated in a hostile manner,  
21          and living in a foreign nation away from her support network began to have a  
22          debilitating effect on Ms. Forouhar's health. On or about April 16, 2009, Ms.  
23          Forouhar was forced to go on medical leave. Ms. Forouhar has been advised by  
24          her doctors that she should return to California in order for her health to improve.

25  
26          23. As a direct result of the acts and omissions of Defendants as alleged  
27          herein, Ms. Forouhar has incurred, and will in the future incur, substantial  
28          economic damages, including, without limitation, loss of wages, loss of future

1 wages, loss of earnings capacity, loss of business opportunities, reliance damages,  
2 and losses associated with her relocation to Norway and her future need to relocate  
3 to California. In particular, as a result of Defendants' false promises,  
4 misrepresentations and concealment of material facts, Ms. Forouhar turned down a  
5 lucrative employment opportunity in San Francisco, California and moved to  
6 Norway, which has cost her hundreds of thousands of dollars in lost wages and  
7 future wages.

8  
9       24. As a further direct result of Defendants' acts and omissions,  
10 Ms. Forouhar has been caused to and did suffer and continues to suffer emotional  
11 distress, as well as damage to her personal and professional reputation.

12  
13       25. Plaintiff is informed and believes and thereon alleges that the  
14 aforementioned acts of Defendants, and each of them, were willful, malicious,  
15 intentional, oppressive, fraudulent and despicable and were done in willful and  
16 conscious disregard of the rights, welfare and safety of Plaintiff, thereby justifying  
17 the awarding of punitive and exemplary damages in an amount to be determined at  
18 time of trial. Plaintiff is informed and believes and on that basis alleges that  
19 officers, directors and/or managing agents of each of the defendants acted in  
20 conscious disregard of plaintiff's rights, which the officers, directors and/or  
21 managing agents of defendants knew would injure persons such as plaintiff. To the  
22 extent that any officer, director and/or managing agent of each of the defendants  
23 did not personally commit the malicious, oppressive or fraudulent acts described  
24 above, each such defendant authorized or ratified the malicious, oppressive or  
25 fraudulent acts.

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1 **FIRST CLAIM FOR RELIEF**  
2 **FRAUD AND DECEIT**  
3 **(California Civil Code Sections 1572, 1709, 1710)**  
4 **(Against All Defendants)**

5 26. Ms. Forouhar realleges and incorporates by reference paragraphs 1  
6 through 25, as though set forth in full.

7 27. Defendants made various material representations and promises to  
8 Ms. Forouhar, including, without limitation:

9 (1) that Statoil was deeply committed to preventing human rights abuses in  
10 its business operations,

11 (2) that her job with Statoil was far more than “public relations,”

12 (3) that her role in the company would be to develop and implement  
13 meaningful human rights policies into the company’s overseas operations,

14 (4) that she would be able to “integrate” human rights risk management  
15 practices into the company’s overseas operations to ensure that the company did  
16 not contribute to any human rights abuses,

17 (5) that she would have access to Statoil’s foreign operations in various  
18 nations with the potential for human rights abuses and that she would be able to  
19 travel to these locations on a regular basis,

20 (6) that as Statoil’s human rights advisor/specialist, she would be responsible  
21 for applying the HRRA throughout the company’s international operations where  
22 there is potential for abuse in order to minimize the possibility of abuse,

23 (8) that she was going to be assigned to a higher level within the company’s  
24 corporate structure than she actually was,

25 (9) that she would be hired as an acting manager, at one level below  
26 management, and that she would be promoted to management level within one  
27 year,

28 (10) that there was a strong potential for her to advance within the company

1 from her position,

2 (11) that she was going to be promoted from “Specialist” to “Chief  
3 Specialist” within her first year with the company,

4 (12) that the fact that she was not Norwegian would not adversely affect her  
5 potential for advancement within company, and

6 (13) that she would be given access to company housing which would cost  
7 her only one percent of her salary.

8  
9 28. In addition, Defendants intentionally concealed various material facts  
10 from Ms. Forouhar, including, without limitation:

11 (1) that Statoil’s corporate structure (in which the company’s management  
12 was separated and distinguished from its business operations) made it extremely  
13 difficult if not impossible for her position as human rights advisor/specialist to  
14 have any real influence or effect on preventing human rights abuses within the  
15 company’s international operations,

16 (2) that as an employee of the Corporate Social Responsibility Unit, she had  
17 limited ability to implement human rights policies, including the HRRA, within the  
18 company’s international business operations,

19 (3) that she would not be allowed to visit most of the countries in which  
20 Statoil conducted business where there was a potential for human rights abuses,

21 (4) that the true purpose of hiring her was to promote the company’s image  
22 as a responsible corporate citizen and that she would have no real power or ability  
23 to change or affect the company’s policies or operations regarding human rights,

24 (5) that there was extremely limited potential for career advancement for her  
25 within the company,

26 (6) that her potential for career advancement as a human rights specialist  
27 within the company was extremely limited,

28 (7) that there were quotas on promotions subject to pre-existing collective

1 bargaining arrangements, and

2 (8) the fact that she was not Norwegian limited her ability to advance within  
3 the company.

4 29. The foregoing representations, assurances, promises and material  
5 omissions were made to Ms. Forouhar by Mr. Egset on behalf of Defendants during  
6 various communications between Ms. Forouhar and Mr. Egset in December 2007  
7 and January 2008, while Ms. Forouhar was in California, and repeated during a  
8 meeting between the two, which took place in Berkeley, California in February  
9 2008.

10  
11 30. The foregoing representations, assurances and promises made by  
12 Defendants to Ms. Forouhar were false.

13 31. Plaintiff is informed and believes and thereon alleges that at the time  
14 Defendants made the aforementioned false representations, assurances and  
15 promises, they knew that their representations, assurances and promises were false,  
16 made them without belief in their veracity, without intention of fulfilling them  
17 and/or with reckless disregard as to their truth.

18  
19 32. Plaintiff is informed and believes and thereon alleges that Defendants  
20 made these false representations, promises, assurances and omissions, and  
21 otherwise concealed material facts, with the intent to induce Ms. Forouhar to  
22 forego other career opportunities, to accept employment with Statoil as a human  
23 rights specialist and/or to relocate to Norway.

24 33. Ms. Forouhar reasonably believed that Defendants' representations,  
25 assurances and promises were true and was unaware that they were, in fact, false.  
26 Ms. Forouhar was induced to rely, and did rely, on Defendants' false  
27 representations, promises and material omissions to her detriment. Among other  
28 things, she forewent other career opportunities in San Francisco, California (which



1 she considered her home) and relocated to Norway. Ms. Forouhar's reliance was  
2 reasonable under the circumstances, as Defendants had concealed the true facts  
3 from her, and proof of their contrary intention was unavailable to her.

4  
5 34. By the aforesaid acts and omissions of Defendants, and each of them,  
6 Ms. Forouhar has been directly and legally caused to suffer actual damages  
7 including, but not limited to, loss of earnings, loss of earnings capacity, loss of  
8 future earnings, loss of business opportunities, reliance damages, costs of suit,  
9 attorneys fees and other pecuniary loss in an amount not presently ascertained, but  
10 to be proven at trial.

11  
12 35. As a further direct and legal result of the acts and omissions of  
13 Defendants, and each of them, as aforesaid, Ms. Forouhar has been caused to and  
14 did suffer and continues to suffer emotional distress, as well as damage to her  
15 personal and professional reputation.

16  
17 36. Ms. Forouhar is informed and believes and thereon alleges that the  
18 Defendants, and each them, by engaging in the aforementioned acts and/or in  
19 authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
20 intentional, oppressive and despicable conduct, and acted with willful and  
21 conscious disregard of the rights, welfare and safety of Ms. Forouhar, thereby  
22 justifying the award of punitive and exemplary damages in an amount to be  
23 determined at trial.

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**SECOND CLAIM FOR RELIEF**  
**VIOLATION OF SECTION 970 OF THE CALIFORNIA LABOR CODE**  
**(Against All Defendants)**

37. Ms. Forouhar realleges and incorporates by reference paragraphs 1 through 36, as though set forth in full.

38. As alleged herein, Defendants made the aforementioned false representations to, and concealed material facts from, Ms. Forouhar regarding the kind, character, and existence of her employment with Statoil, including those set forth in paragraphs 27 and 28 above. As alleged herein, Defendants made false promises and representations to Ms. Forouhar about the nature of her employment with Statoil. Among other things, Ms. Forouhar was promised that she was not being hired primarily as a public relations gesture and that she would have the ability and the support to develop and implement policies, including application of the HRRA, to influence the company's operations with respect to preventing human rights abuses. Defendants also made false promises and representations to the effect that Ms. Forouhar's position within the company was at higher level in the company's hierarchy than it actually was and that there was a real potential for career growth for her at Statoil. Moreover, Defendants actively concealed from Ms. Forouhar material facts about her employment, including, without limitation, the fact that the corporate structure of the company was set up in a manner which made it virtually impossible for her to develop and implement effective human rights policies within the company's operations, and that the Corporate Social Responsibility unit lacked the necessary control systems through which it could have implemented corporate human rights strategies, and that there was no intention of putting in place such control systems.

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1           39. As a result of their knowingly false representations and concealment  
2 of material facts regarding the kind, character and existence of her employment  
3 with Statoil, Defendants directly and/or indirectly influenced, persuaded or  
4 engaged Ms. Forouhar, to change from a place within this State (San Francisco) to  
5 a place outside this State (Norway) for the purposes of employment.

6  
7           40. By the aforesaid acts and omissions of Defendants, and each of them,  
8 Ms. Forouhar has been directly and legally caused to suffer actual damages  
9 including, but not limited to, loss of earnings, loss of future earnings, loss of  
10 earnings capacity, reliance damages, relocation expenses, and related expenses,  
11 costs of suit and other pecuniary loss in an amount not presently ascertained, but to  
12 be proven at trial.

13  
14           41. As a further direct and legal result of the acts and omissions of  
15 Defendants, and each of them, as aforesaid, Ms. Forouhar has been caused to and  
16 did suffer and continues to suffer emotional distress, as well as damage to her  
17 personal and professional reputation.

18  
19           42. Ms. Forouhar is informed and believes and thereon alleges that the  
20 Defendants, and each them, by engaging in the aforementioned acts and/or in  
21 authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
22 intentional, oppressive and despicable conduct, and acted with willful and  
23 conscious disregard of the rights, welfare and safety of Ms. Forouhar, thereby  
24 justifying the award of punitive and exemplary damages in an amount to be  
25 determined at trial.

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1 43. Pursuant to Section 972 of the California Labor Code, Ms. Forouhar  
2 is entitled to double damages. Moreover, Plaintiff is entitled to reasonable  
3 attorneys fees pursuant to Section 2699 of the California Labor Code.<sup>3/</sup>

4  
5 **THIRD CLAIM FOR RELIEF**  
6 **PROMISSORY ESTOPPEL**  
7 **(Against All Defendants)**

8 44. Ms. Forouhar realleges and incorporates by reference paragraphs  
9 1 through 43, as though set forth in full.

10  
11 45. Defendants made promises to Ms. Forouhar, including, among other  
12 things, the following:

13 (1) that Statoil was deeply committed to preventing human rights abuses in  
14 its business operations,

15 (2) that her job with Statoil was far more than “public relations,”

16 (3) that her role in the company would be to develop and implement  
17 meaningful human rights policies into the company’s overseas operations,

18 (4) that she would be able to “integrate” human rights risk management  
19 practices into the company’s overseas operations to ensure that the company did  
20 not contribute to any human rights abuses,

21 (5) that she would have access to Statoil’s foreign operations in various  
22 nations with the potential for human rights abuses and that she would be able to  
23 travel to these locations on a regular basis,

24 (6) that as Statoil’s human rights advisor/specialist, she would be responsible  
25 for applying the HRRRA throughout the company’s international operations where

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26  
27 3. On or about July 13, 2010, Plaintiff provided written notice of her Labor  
28 Code Section 970 claims to the California Labor Workforce Development Agency,  
pursuant to Labor Code Section 2699.3.

1 there is potential for abuse in order to minimize the possibility of abuse,

2 (7) that she was going to be assigned to a higher level within the company's  
3 corporate structure than she actually was,

4 (8) that she would be hired as an acting manager, at one level below  
5 management, and that she would be promoted to management level within one  
6 year,

7 (9) that there was a strong potential for her to advance within the company  
8 from her position,

9 (10) that she was going to be promoted from "Specialist" to "Chief  
10 Specialist" within her first year with the company,

11 (11) that the fact that she was not Norwegian would not adversely affect her  
12 potential for advancement within company, and

13 (12) that she would be given access to company housing which would cost  
14 her only one percent of her salary.

15  
16 46. Defendants' promises were false. Ms. Forouhar is informed and  
17 believes and thereon alleges that Defendants made these promises with the  
18 intention of inducing Ms. Forouhar to act, by accepting employment with Statoil as  
19 human rights advisor/specialist, by relocating to Norway and by foregoing other  
20 available employment and career opportunities, including a position in San  
21 Francisco, California which would have paid Ms. Forouhar far more than her  
22 position at Statoil.

23  
24 47. Ms. Forouhar detrimentally relied on Defendants' promises by, among  
25 other things: (1) accepting employment with Statoil, (2) relocating to Norway, and  
26 (3) foregoing other employment and career opportunities, namely a position in San  
27 Francisco, California which would have paid Ms. Forouhar substantially more than  
28 her position at Statoil.

1 48. As a consequences of the foregoing, Defendants should be estopped  
2 from denying the promises alleged herein.

3  
4 49. By the aforesaid acts and omissions of Defendants, and each of them,  
5 Ms. Forouhar has been directly and legally caused to suffer actual damages  
6 including, but not limited to, loss of earnings, loss of future earnings, loss of  
7 earnings capacity, relocation expenses, reliance damages, and related expenses  
8 attorneys fees, costs of suit and other pecuniary loss not presently ascertained, in an  
9 amount to be proved at trial.

10  
11 50. As a further direct and legal result of the acts and omissions of  
12 Defendants, and each of them, as aforesaid, Ms. Forouhar has been caused to and  
13 did suffer and continues to suffer emotional distress, as well as damage to her  
14 personal and professional reputation.

15  
16 **FOURTH CLAIM FOR RELIEF**  
17 **NEGLIGENT MISREPRESENTATION**  
18 **(Against All Defendants)**

19 51. Ms. Forouhar realleges and incorporates by reference paragraphs  
20 1 through 50, as though set forth in full.

21  
22 52. Plaintiff is informed and believes and thereon alleges that the  
23 foregoing representations, omissions, and/or promises were made by Defendants  
24 without any reasonable basis for believing them to be true and/or with no  
25 reasonable belief or intention of performing.

26  
27 53. By the aforesaid acts and omissions of Defendants, and each of them,  
28 Ms. Forouhar has been directly and legally caused to suffer actual damages

1 including, but not limited to, loss of earnings, loss of future earnings, loss of  
2 earnings capacity, relocation expenses, reliance damages, and related expenses  
3 attorneys fees, costs of suit and other pecuniary loss not presently ascertained, in an  
4 amount to be proved at trial.

5  
6 54. As a further direct and legal result of the acts and omissions of  
7 Defendants, and each of them, as aforesaid, Ms. Forouhar has been caused to and  
8 did suffer and continues to suffer emotional distress, as well as damage to her  
9 personal and professional reputation.

10  
11  
12 **FIFTH CLAIM FOR RELIEF**  
13 **UNLAWFUL, UNFAIR AND FRAUDULENT BUSINESS PRACTICES**  
14 **IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS**  
15 **CODE SECTION 17200 ET SEQ.**  
16 **(Against All Defendants)**

17 55. Ms. Forouhar realleges and incorporates by reference paragraphs  
18 1 through 54, as though set forth in full.

19  
20 56. Plaintiff brings this claim for relief on behalf of herself and the general  
21 public pursuant to Business and Professions Code §17204. Plaintiff has lost money  
22 or property and will continue to lose money or property as a result of Defendants'  
23 conduct alleged herein. The conduct of Defendants as alleged herein has been and  
24 continues to be deleterious to Plaintiff and the general public, and Plaintiff is  
25 seeking to enforce important rights affecting the public interest within the meaning  
26 of Code of Civil Procedure §1021.5.

27 //

28 //

1           57. Defendants' unlawful and fraudulent practices as alleged herein  
2 violate California law and constitute ongoing and continuous unfair business  
3 practices within the meaning of Business and Professions Code §17200. Such  
4 practices include, but are not limited to, Defendants' false representations  
5 concerning their commitment to preventing human rights abuses, and the support  
6 of the HRRA, and their false statements and misrepresentations as alleged herein,  
7 including their violation of Labor Code Section 970. Defendants' unfair  
8 competition and business practices have adversely affected business opportunities  
9 in California.

10  
11           58. California Business and Professions Code §17200 prohibits unfair  
12 competition including, "any unlawful, unfair or fraudulent business act or practice .  
13 .."

14  
15           59. Defendants' conduct as specified herein, constitutes a violation of  
16 California Business and Professions Code §17200 et seq.

17  
18           60. As a result of Defendants' unfair business practices, Defendants have  
19 reaped unfair benefits and illegal profits at the expense of Plaintiff and members of  
20 the public. Defendants should be made to disgorge their ill-gotten gains and  
21 restore such monies to Plaintiff and members of the public. Therefore, Plaintiff  
22 seeks disgorgement of all profits resulting from these unlawful, unfair, and  
23 fraudulent business practices, restitution, and other appropriate relief on behalf of  
24 herself, and members of the general public, as provided for by Business &  
25 Professions Code §17203.

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**PRAYER FOR RELIEF**

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

1. For compensatory damages, including, reliance damages, general damages (including emotional distress) and special damages (including lost wages), according to proof;
2. For punitive damages and exemplary damages, according to proof;
3. Reasonable attorneys fees;
4. Costs of suit;
5. Interest;
6. Double damages pursuant to Labor Code Section 972;
7. For restitution of all monies due to Plaintiff and the general public and disgorgement of profits from the unlawful business practices of Defendants;
8. For such other and further relief that the Court may deem just and proper.

Dated: July 29, 2010

SCHONBRUN DESIMONE SEPLOW  
HARRIS & HOFFMAN LLP

By:   
\_\_\_\_\_  
Paul L. Hoffman  
Michael D. Seplow  
Attorneys for Plaintiff


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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues.

Dated: July 29, 2010

SCHONBRUN DESIMONE SEFLOW  
HARRIS & HOFFMAN LLP

By:   
\_\_\_\_\_  
Paul L. Hoffman  
Michael D. Seplow  
Attorneys for Plaintiff