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U.S. COURTS

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BOISE, IDAHO

Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF IDAHO

LORI ANN POLLITT and JAMES GEORGE )  
POLLITT, husband and wife, )

Plaintiffs )

vs. )

CSN INTERNATIONAL, a California )  
corporation, CALVARY CHAPEL OF TWIN )  
FALLS, INC., an Idaho corporation, MICHAEL R. )  
KESTLER, and JOHN DOES 1 through 25, )

Defendants. )

Case No. \_\_\_\_\_

**COMPLAINT AND  
DEMAND FOR JURY TRIAL**

For their complaint against Defendants, Plaintiffs state their claims for relief as follows:

**INTRODUCTION**

1. This is an action for damages and other relief brought by Plaintiffs against Defendants CSN International ("CSN"), Calvary Chapel of Twin Falls, Inc. ("Calvary Chapel"), Michael R. Kestler ("Kestler") and John Does 1 through 25. Kestler is the Pastor and President of Calvary Chapel, a church located in Twin Falls, Idaho. He is also an officer of CSN, a Christian satellite radio network located on the same grounds and in the same building as Calvary Chapel in Twin Falls. Kestler sought to pursue a sexual relationship with Plaintiff Lori

Ann Pollitt and, with the knowledge and cooperation of Calvary Chapel and CSN, lured her from her home in Dallas, Texas to Twin Falls, Idaho on the pretext of offering her a position at CSN. Unbeknownst to Mrs. Pollitt, CSN had no need for her services and invented the position in furtherance of Kestler's plans.

2. When Mrs. Pollitt arrived in Twin Falls, Kestler blatantly and repeatedly subjected her to sexual advances. She rebuffed these advances and was subjected to various forms of retaliation, including but not limited to being fired. Thereafter, Kestler, either through himself or others, and acting for and through Calvary Chapel and CSN, stalked Mrs. Pollitt, watched her home, put a hangman's noose in a tree in her front yard, broke into her home, stole money from her home, tampered with her automobile rendering it dangerous to drive, and vandalized a vehicle belonging to her and her husband. With this Complaint, Plaintiffs seek redress for these wrongful and illegal acts.

#### **JURISDICTION**

3. This Court has subject matter jurisdiction over Plaintiffs' federal law claims and pendent jurisdiction over her state law claims.

4. This Court has personal jurisdiction over the Defendants.

#### **THE PARTIES**

5. Plaintiffs Lori Ann Pollitt and James George Pollitt have at all times relevant been husband and wife. Plaintiff Lori Ann Pollitt resided in Twin Falls, Idaho with her three children, and without her husband, while employed by CSN from approximately May, 19, 2003 until approximately March 31, 2004. Mrs. Pollitt continued to reside in Twin Falls, Idaho until June or July, 2004. Thereafter, Plaintiffs have resided together, and with their three children, first in Las Vegas, Nevada and then in Pocatello, Idaho.

6. CSN is a corporation organized and doing business pursuant to the laws of California, and is authorized to do business in Idaho. It operates a Christian satellite radio network, and its operational headquarters are located on the same grounds and in the same building as the Calvary Chapel in Twin Falls, Idaho.

7. Calvary Chapel is a church and corporation organized and doing business under the laws of Idaho. It is located in Twin Falls, Idaho.

8. Kestler has at all times relevant been the Pastor and President of Calvary Chapel and an officer of CSN working at the CSN/Calvary Chapel complex in Twin Falls. Kestler has at all times relevant had effective control of Calvary Chapel and CSN.

9. John Does 1 through 25 are fictitiously named individuals or entities who it is believed may have participated in, may have furthered, and may be liable for, the wrongs described in this complaint; who are successors in interest to one or more of the named defendants; or who are parents, subsidiaries or affiliated companies of the named defendants. Plaintiffs reserve the right to seek leave to amend this Complaint when the true identities, wrongful acts and/or omissions, and/or relationships of these defendants are better known.

10. The wrongful acts and omissions of Defendants agents and employees described in this Compliant are imputable to Defendants under principles of *respondent superior*, principal and agent, ratification and/or Defendants' encouragement of the wrongs described herein. The wrongful acts and omissions of Defendants are imputable to each other under principles of principal and agent, ratification, alter ego and/or their encouragement of the wrongs described herein.

### STATEMENT OF FACTS

11. While living with her husband and three children in Dallas, Texas, Mrs. Pollitt learned of Kestler from CSN's radio broadcasts, and knew that he was a Calvary Chapel Pastor.

12. Mrs. Pollitt and her husband were having marital difficulties, occasioned by Mr. Pollitt's loss of his job and resulting financial stress on the Pollitt family.

13. Mrs. Pollitt turned to Kestler for counsel and advice, contacting him through telephone calls beginning in approximately March 2003. Kestler was receptive, and numerous telephone calls between him, in Twin Falls, Idaho, and Mrs. Pollitt, in Dallas, Texas, ensued. Kestler held himself out to Mrs. Pollitt as one who could and was willing to counsel and advise her regarding her most private and personal matters. Mrs. Pollitt confided in him by telling him of her most private and personal matters, including but not limited to aspects of her marital problems and financial difficulties. Mrs. Pollitt did not initiate any discussions of sexual matters with Kestler, but Kestler pried into such matters with her.

14. Kestler knew or should have known that Mrs. Pollitt was very vulnerable, that he was dominant and had influence over her in their relationship, that she was placing her faith, trust and confidence in him to provide her counsel and advice that would be in her interests, that she was relying on his judgment, advice and representations, and that she did not know and did not expect that he would misuse his position of trust and confidence with her to his advantage and to her detriment.

15. In his telephone calls with Mrs. Pollitt, Kestler manipulated her and exploited her vulnerabilities. He told her that he had a troubled marriage, that he wanted to annul his marriage, that he wanted to marry Mrs. Pollitt, that he wanted her to have his children, that she should

divorce her husband, that two of Mrs. Pollitt's children should be put up for adoption or put in foster care, but that she could keep her daughter.

16. Thereafter, Mrs. Pollitt separated from her husband and began divorce proceedings.

17. Despite the powerful advantages Kestler enjoyed over Mrs. Pollitt, Mrs. Pollitt was eventually able to tell Kestler that a relationship between them would be wrong and that she would not become involved with him in that manner. She eventually reconciled with her husband and terminated the divorce proceedings.

18. With the knowledge and cooperation of CSN, which invented a position for the purpose, Kestler offered Mrs. Pollitt an "on air announcer" position in order to bring her to the Calvary Chapel/CSN complex in Twin Falls to further his plans of sexual conquest against her. As part of this offer, Kestler, with the knowledge and cooperation of Calvary Chapel and CSN, also offered Mrs. Pollitt a house to live in at the Calvary Chapel/CSN complex until she was able to get on her feet financially.

19. Foregoing any other job opportunities, Mrs. Pollitt accepted the offer, quit her part-time job in Dallas, Texas, moved with her three children into the house provided to her at the Calvary Chapel/CSN complex in Twin Falls, Idaho, started working at CSN on approximately May 19, 2003, and began attending the Calvary Chapel.

20. After arriving in Twin Falls, and beginning work at CSN, Kestler initiated counseling sessions with Mrs. Pollitt in the work place. In these sessions, Kestler reiterated his desire to annul his marriage, continued to tell Mrs. Pollitt to divorce her husband, and made clear his desire to engage in sexual relations with her. Mrs. Pollitt continued to rebuff Kestler's unwelcome sexual advances, but they continued. In furtherance of this sexually harassing

conduct, certain of CSN's agents and employees urged Mrs. Pollitt to divorce her husband. Shortly before CSN fired her, she complained about, and voiced opposition and objection to, the sexually harassing conduct to which she had been subjected in writing to CSN.

21. CSN retaliated against Mrs. Pollitt for her refusal to become sexually involved with Kestler, and for complaining about and voicing opposition to his sexually harassing conduct. This retaliation included requiring her and her children to move from the house that had been provided to her at the Calvary Chapel/CSN complex before she was back on her feet financially; refusing to provide her the "on air announcer" position promised and consigning her to other, less desirable, duties; subjecting her to hostile, harassing and uncooperative conduct by her co-workers; posting on CSN's main computer server that her computer account had been cancelled with the notation that "she doesn't know what she's here for, or what she's in for"; refusing to pay her for digital codec radio equipment it purchased from her and her husband; and firing her from CSN effective March 31, 2004, while purporting to offer her an undesirable sales job with a different employer and legal entity.

22. CSN's retaliatory conduct was intended to force Mrs. Pollitt to engage in a sexual relationship with Kestler, to get even with her and force her out of her employment with CSN for refusing to do so, and it constituted her firing and/or her constructive discharge from her employment.

23. Kestler, Calvary Chapel and CSN, through Kestler and/or others, had Mrs. Pollitt and her children followed; her residence in Twin Falls watched; her residence in Twin Falls broken into at night while she and her children slept and \$120 of her cash stolen; a hangman's noose placed in a tree in her front yard in Twin Falls; her automobile tampered with rendering it dangerous to drive thereby endangering the lives of her and her children; followed her in Las

Vegas, Nevada where she went to visit, reconcile and live with her husband; and broke out the window of one of the Pollitts' vehicles in Las Vegas. Such conduct constituted, among other things, further retaliation by CSN against Mrs. Pollitt.

**COUNT I  
ILLEGAL SEX DISCRIMINATION AND RETALIATION  
(CSN)**

24. Paragraphs 1 through 23 are incorporated herein as if here set forth in full.

25. Mrs. Pollitt timely filed charges of illegal sex discrimination and retaliation against CSN with the Idaho Human Rights Commission ("IHRC") and the Equal Employment Opportunity Commission ("EEOC"). These charges were brought under Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §§ 2000(e), *et seq.*, and the Idaho Human Rights Act ("IHRA"), Idaho Code §§ 67-5901, *et seq.* Thereafter, Mrs. Pollitt received authorization to file suit on her IHRA claims from the IHRC and has timely done so. It is anticipated that the EEOC will issue an authorization to file suit in the near future, but that will be after the deadline for filing this suit under the IHRA, thereby necessitating the filing of this suit at this time. When Mrs. Pollitt receives the EEOC's right-to-sue letter, she will take those steps necessary to amend this Complaint accordingly.

26. CSN is an entity subject to the provisions of Title VII and the IHRA.

27. CSN's offer to Mrs. Pollitt of an invented job for the purpose of bringing her to the Calvary Chapel/CSN complex in Twin Falls for the purpose of enabling Kestler to make sexual advances to her, which advances he made in his capacity as an officer and employee of CSN, and which advances were carried out with CSN's knowledge and approval, constituted illegal sex discrimination and sexual harassment under the Title VII and the IHRA.

28. Kestler's sexual advances were unwelcome to Mrs. Pollitt, were explicitly or implicitly a term or condition of her employment with CSN, her rejection of these sexual advances was used by CSN as a basis for employment decisions affecting her, and these sexual advances had the purpose or effect of interfering with her work performance or creating an intimidating, hostile or offensive work environment for her at CSN.

29. Mrs. Pollitt engaged in protected activity under Title VII and the IHRA by resisting Kestler's sexual advances, and complaining about, and voicing opposition and objection to, Kestler's sexually harassing conduct in writing to CSN. Mrs. Pollitt's actions in this regard were protected activities under Title VII and the IHRA, and caused the adverse employment and other actions taken by CSN as alleged herein. These actions of CSN constituted illegal retaliation under Title VII and the IHRA.

30. CSN's illegal sex discrimination, sexual harassment and retaliation under the IHRA and Title VII caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT II  
FRAUD  
(Kestler and CSN)**

31. Paragraphs 1 through 30 are incorporated herein as if here set forth in full.

32. In Kestler's telephone calls with Mrs. Pollitt before she left Dallas, Texas moved to Twin Falls, Idaho and began employment with CSN on May 19, 2003, Kestler and CSN represented to Mrs. Pollitt that a real job as an "on air announcer" existed for her at CSN.

33. This representation constituted a material representation regarding her employment, and Kestler and CSN intended that Mrs. Pollitt act upon it by accepting the job offer and coming to Twin Falls, Idaho from Dallas, Texas.



34. Kestler and CSN knew this representation was false when it was made.

35. This false representation was intended to keep Mrs. Pollitt ignorant of the real facts which were that the job was not real and had been invented in order to lure her to Twin Falls, Idaho so that Kestler could further pursue a sexual relationship with her.

36. Mrs. Pollitt did not know that this representation was false.

37. Mrs. Pollitt did, and had a right to, rely on what she believed to be the truth of the representation made to her that she was being offered a real job as an “on air announcer” with CSN in Twin Falls, Idaho in that she accepted the offer, moved to Twin Falls, Idaho from Dallas, Texas, thereby foregoing other job opportunities and becoming subjected to the wrongful conduct of Defendants as alleged herein.

38. The fraudulent conduct of Kestler and CSN proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT III  
INTENTIONAL INTERFERENCE WITH CONTRACT  
(Kestler and Calvary Chapel)**

39. Paragraphs 1 through 38 are incorporated herein as if here set forth in full.

40. The employment relationship between Mrs. Pollitt and CSN was contractual in nature.

41. Calvary Chapel and/or Kestler, acting in his individual capacity and for his own ends, intentionally and improperly interfered with that contract by inducing CSN not to perform its contract with Mrs. Pollitt by refusing to provide her the promised “on air announcer” position and consigning her to other, less desirable, duties; by subjecting her to hostile, harassing and uncooperative conduct by her co-workers; by refusing to pay her for the digital codec radio

equipment it purchased from her and her husband; and by firing her effective approximately March 31, 2004.

42. Said intentional interference with the contract between Mrs. Pollitt and CSN proximately caused injury and damage to Mrs. Pollitt in such amounts as will be proved at trial.

**COUNT IV  
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE  
(Kestler and Calvary Chapel)**

43. Paragraphs 1 through 42 are incorporated herein as if here set forth in full.

44. Mrs. Pollitt had a valid economic expectancy in her employment with CSN.

45. Calvary Chapel and Kestler had knowledge of this valid economic expectancy.

46. Calvary Chapel and Kestler, acting in his individual capacity and for his own ends, intentionally and improperly interfered with that valid economic expectancy thereby inducing CSN to terminate the expectancy by refusing to provide Mrs. Pollitt the promised "on air announcer" position and consigning her to other, less desirable, duties; by subjecting her to hostile, harassing and uncooperative conduct by her co-workers; by refusing to pay her for the digital codec radio equipment it purchased from her and her husband; and by firing her effective approximately March 31, 2004.

47. Said interference was wrongful in that it was for the improper purpose of attempting to coerce Mrs. Pollitt to engage in a sexual relationship with him and/or to get even with her for refusing to do so.

48. Said interference with Mrs. Pollitt's valid economic expectancy proximately caused injury and damage to Mrs. Pollitt in such amounts as will be proved at trial.

**COUNT V  
NEGLIGENCE  
(Kestler)**

49. Paragraphs 1 through 48 are incorporated herein as if here set forth in full.

50. Kestler had a duty to use at least ordinary care in his dealings with Mrs. Pollitt.

51. By his conduct as alleged herein, Kestler breached that duty and was negligent.

52. Kestler's negligence proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT VI  
NEGLIGENCE  
(Calvary Chapel and CSN)**

53. Paragraphs 1 through 52 are incorporated herein as if here set forth in full.

54. Calvary Chapel and CSN had a duty to use at least ordinary care in the selection, supervision and retention of their employs, and in the selection, supervision and retention of those in whom they placed responsibility and trust, including but not limited to Kestler.

55. Before Kestler began counseling and advising Mrs. Pollitt, and before Mrs. Pollitt became employed by CSN, Calvary Chapel and CSN knew or should have known that Kestler had a history of misusing his positions with Calvary Chapel and CSN to exploit, manipulate, take advantage of, make sexual advances to, and pursue sexual relationships with women who were not his wife, and that he had a propensity to engage in such misconduct.

56. Ignoring Kestler's history, and propensity for, this misconduct as alleged herein, Calvary Chapel and CSN continued to employ, and place, him in positions of responsibility and trust, taking no, or only inadequate, action, to prevent him from engaging in such misconduct against Mrs. Pollitt.

57. By their conduct as alleged herein, Calvary Chapel and CSN breached their duties of care to Mrs. Pollitt and were negligent.

58. The negligence of Calvary Chapel and CSN proximately caused injury and damage to Mrs. Pollitt in such amounts as will be proven at trial.

**COUNT VII  
BREACH OF FIDUCIARY DUTY AND CONFIDENTIAL RELATIONS  
(Kestler, Calvary Chapel and CSN)**

59. Paragraphs 1 through 58 are incorporated herein as if here set forth in full.

60. Kestler manipulated Mrs. Pollitt, exercised dominance and influence over her, and persuaded her that theirs was a relationship of trust and confidence. As a result, Mrs. Pollitt reposed faith, confidence and trust in Kestler and relied upon his judgment, advice and representations.

61. Kestler had a duty to act in good faith and with due regard to the interests of Mrs. Pollitt, to refrain from exercising influence or pressure upon Mrs. Pollitt, and to refrain from taking selfish advantage of her trust.

62. By his conduct as alleged herein, Kestler breached these duties to Mrs. Pollitt.

63. Said breach of duty was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

64. Said breach of duty caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT VIII  
INVASION OF PRIVACY  
(Kestler, Calvary Chapel and CSN)**

65. Paragraphs 1 through 64 are incorporated herein as if here set forth in full.

66. By his conduct as alleged herein, to include persuading Mrs. Pollitt to disclose to him her private and personal matters, and causing her residence to be broken into, Kestler, either himself or through others, intentionally and unreasonably intruded upon her solitude, seclusion and private affairs.

67. Such intrusion would be highly offensive to a reasonable person.

68. Said wrongful intrusion was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

69. Said wrongful intrusion proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT IX  
TRESPASS  
(Kestler, Calvary Chapel and CSN)**

70. Paragraphs 1 through 69 are incorporated herein as if here set forth in full.

71. Mrs. Pollitt was in possession of her residence when it was broken into.

72. Kestler intentionally, either through himself or others, entered Mrs. Pollitt's residence without authorization.

73. Said wrongful conduct was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

74. Said wrongful conduct proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT X  
CONVERSION  
(Kestler, Calvary Chapel and CSN)**

75. Paragraphs 1 through 74 are incorporated herein as if here set forth in full.

76. Kestler, either through himself or others, intentionally broke into Mrs. Pollitt's residence and, without authorization, took approximately \$120.00 of her cash, thereby depriving her of her property permanently or for an indefinite period of time

77. Said wrongful conduct was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

78. Said wrongful conduct proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT XI  
TRESPASS TO CHATTEL AND/OR CONVERSION  
(Kestler, Calvary Chapel and CSN)**

79. Paragraphs 1 through 78 are incorporated herein as if here set forth in full.

80. Kestler, either through himself or others, (a) intentionally and without authorization broke the rear window of Mrs. Pollitt's vehicle and loosened the lug nuts to the front wheel of another of her vehicles thereby causing damage and permanently depriving her of such property; and/or (b) intentionally exercised dominion and control over such property, and so seriously interfered with Mrs. Pollitt's right to control it as to justify requiring payment of its full value.

81. Said wrongful conduct was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary

Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

82. Said wrongful conduct proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT XII  
ASSAULT  
(Kestler, Calvary Chapel and CSN)**

83. Paragraphs 1 through 82 are incorporated herein as if here set forth in full.

84. Kestler, through himself or others, by physical action, intentionally loosened the lug nuts to the front wheel of Mrs. Pollitt's vehicle which she thereafter drove, thereby putting her in imminent apprehension of harmful contact.

85. Said wrongful conduct was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

86. Said wrongful conduct proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT XIII  
BATTERY  
(Kestler, Calvary Chapel and CSN)**

87. Paragraphs 1 through 86 are incorporated herein as if here set forth in full.

88. Kestler, either through himself or others, intentionally loosened the lug nuts to the front wheel of Mrs. Pollitt's vehicle which she thereafter drove shaking her and her vehicle violently.

89. Such conduct by Kestler and/or his agents constituted harmful contact.

90. Said wrongful conduct was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

91. Said wrongful proximately conduct caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT XIV  
TORTIOUS STALKING  
(Kestler, Calvary Chapel and CSN)**

92. Paragraphs 1 through 91 are incorporated herein as if here set forth in full.

93. In violation of Idaho Code Sections 18-7905 and 18-7906, Kestler, either himself or through others, intentionally had Mrs. Pollitt and her children followed, her residence in Twin Falls watched, her residence in Twin Falls broken into at night while she and her children slept with approximately \$120 in cash stolen, broke out the rear window of one of the Mrs. Pollitt's vehicles, and loosened the lug nuts on one of the front wheels of one of Mrs. Pollitt's vehicles which she subsequently drove shaking her violently and endangering her life, causing damage to the vehicle and endangering the lives of Mrs. Pollitt and her children.

94. Such conduct was tortious in that it breached legal duties owed to Mrs. Pollitt.

95. Said wrongful conduct was undertaken by Kestler in his individual capacity, and/or in his positions with, and/or with the knowledge, cooperation and assistance of, Calvary Chapel and CSN thereby rendering Calvary Chapel and CSN, as well as Kestler, liable for such conduct.

96. Said wrongful conduct proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.



**COUNT XV  
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS  
(Kestler, Calvary Chapel and CSN)**

97. Paragraphs 1 through 96 are incorporated herein as if here set forth in full.

98. The conduct of Kestler, Calvary Chapel and CSN towards Mrs. Pollitt as alleged herein was negligent.

99. Said negligence caused Mrs. Pollitt emotional distress which was accompanied by physical manifestations.

100. Said negligent infliction of emotional distress proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT XVI  
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS  
(Kestler, Calvary Chapel and CSN)**

101. Paragraphs 1 through 100 are incorporated herein as if here set forth in full.

102. The conduct of Kestler, Calvary Chapel and CSN as alleged herein was reckless, intentional, extreme and outrageous, and caused Mrs. Pollitt severe emotional distress.

103. Said intentional infliction of emotional distress proximately caused Mrs. Pollitt injury and damage in such amounts as will be proven at trial.

**COUNT XVII  
BREACH OF CONTRACT  
(CSN)**

104. Paragraphs 1 through 103 are incorporated herein as if here set forth in full.

105. There existed between Plaintiffs and CSN a contract for the sale of Plaintiffs' digital codec radio equipment to CSN.

106. Plaintiffs satisfied all of their obligations under the contract to include delivery of the digital codec radio equipment to CSN.

107. CSN breached the contract by failing to pay Plaintiffs for the digital codec radio equipment.

108. CSN is liable for all consequential damages sustained by Plaintiffs as a result of the breach.

**COUNT XVIII  
QUANTUM MERUIT OR UNJUST ENRICHMENT  
(CSN)**

109. Paragraphs 1 through 108 are incorporated herein as if here set forth in full.

110. Plaintiffs delivered valuable digital codec radio equipment to CSN, which CSN accepted, used, enjoyed and was enriched by, knowing that Plaintiffs expected to be paid for the same. Permitting Defendant to retain the benefits of this valuable equipment, without compensating Plaintiffs, would be unjust and inequitable.

111. CSN is liable to Plaintiffs, on the basis of quantum meruit and/or unjust enrichment, for the value of such equipment in such amount as will be proven at trial.

**COUNT XIX  
LOSS OF CONSORTIUM  
(Kestler, Calvary Chapel and CSN)**

112. Paragraphs 1 through 111 are incorporated herein as if here set forth in full.

113. As a proximate result of Defendants' conduct as alleged herein, Mr. Pollitt has suffered injury and damage for a loss of Mrs. Pollitt's society, companionship and services.

114. Defendants are liable to Mr. Pollitt for such injury and damage in such amount as will be proven at trial.

**RESERVATION OF RIGHT TO AMEND COMPLAINT**

115. Plaintiffs hereby reserve their right to seek leave to amend this Complaint (a) when Mrs. Pollitt receives her right-to-sue letter from the EEOC, (b) in accordance with

provisions of Idaho Code Section 6-1604, and (c) as otherwise may be warranted by the facts and circumstances of this case.

**ATTORNEY FEES**

116. As a consequence of Defendants' conduct as described in this Complaint, Plaintiffs have retained the services of the law firm of Mauk & Burgoyne, and have incurred, and will continue to incur, attorney fees to protect their interests and prosecute her claims. Plaintiffs are entitled to recovery of those fees pursuant to Idaho Code §§ 12-120(3), 12-121 and/or 45-615, the IHRA, Title VII and/or such other principles or provisions of law as may be applicable.

**PRAYER**

WHEREFORE, Plaintiffs request the following relief:

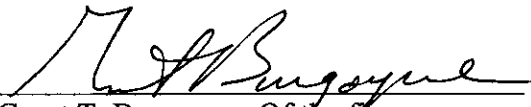
1. Entry of judgment in their favor on each of the claims in this Complaint;
2. Damages awards in such amount as proven at trial on each of the claims in this Complaint;
4. Attorney fees and costs of suit; and
5. Such other and further relief as may be appropriate.

**DEMAND FOR TRIAL BY JURY**

Plaintiffs hereby demand a trial by jury on all issues in this case.

DATED this 23rd day of December, 2005.

**MAUK & BURGOYNE**

  
Grant T. Burgoyne- Of the firm  
Attorneys for Plaintiffs