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CLERK U.S. DISTRICT COURT  
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7 TOM ROBERTS, PAUL MARSHALL,  
8 THOMAS SCHAAL, JR, CHARLES VOGEL,  
9 JOHN GREER, CLAIRE JANSSEN, DANIEL  
10 HAUG, MATTHEW MONTGOMERY, JAMES  
FRITCHER, SARA GORDON, DON LITTLE, JR.,  
GREG WATTSON, JEFFERY DICKERSON,  
RANDY ACKERMAN, and JEFF ROBERTS

11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
13 SANTA ANA DIVISION

15 JEFFERSON HILL, TOM ROBERTS,  
16 PAUL MARSHALL, THOMAS  
17 SCHAAL, JR., CHARLES VOGEL,  
18 JOHN GREER, CLAIRE JANSSEN,  
19 DANIEL HAUG, MATTHEW  
20 MONTGOMERY, JAMES FRITCHER,  
SARA GORDON, DON LITTLE, JR.,  
GREG WATTSON, JEFFERY  
DICKERSON, RANDY ACKERMAN,  
and JEFF ROBERTS  
Plaintiffs,

21 v.

22 OPUS CORPORATION, a Minnesota  
23 corporation; GERALD RAUENHORST  
24 1982 IRREVOCABLE TRUST F/B/O  
25 GRANDCHILDREN; GERALD  
26 RAUENHORST 1982 IRREVOCABLE  
27 TRUST F/B/O CHILDREN; KEITH  
BEDNAROWSKI, an Individual; LUZ  
CAMP, an Individual; MARK  
RAUENHORST, an Individual; and  
DOES 1 through 100, inclusive.  
28 Defendants.

CASE NO. CV10 -4806 MMM (VBKx)

COMPLAINT FOR DAMAGES AND  
INJUNCTION:

- (1) TO SET ASIDE FRAUDULENT  
TRANSFER UNDER  
UNIFORM FRAUDULENT  
TRANSFER ACT (Ca. Civ.Code  
§ 3439.07(a))
- (2) TO SET ASIDE FRAUDULENT  
TRANSFER UNDER  
UNIFORM FRAUDULENT  
TRANSFER ACT (A.R.S.  
Section 44-1004);
- (3) TO SET ASIDE FRAUDULENT  
TRANSFER UNDER  
COMMON LAW;
- (4) CONSPIRACY;
- (5) INTENTIONAL  
INTERFERENCE  
WITH CONTRACT;
- (6) NEGLIGENCE INTERFERENCE  
WITH CONTRACT;  
... continued ...

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- (7) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.;
- (8) CONVERSION;
- (9) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;
- (10) TO SET ASIDE FRAUDULENT FRAUDULENT TRANSFER UNDER UNIFORM FRAUDULENT TRANSFER ACT (Minn.Stat. § 513.44); AND
- (11) RICO VIOLATIONS (18 U.S.C. § 1962); AND

**DEMAND FOR JURY TRIAL**

Come now Plaintiffs JEFFERSON HILL, TOM ROBERTS, PAUL MARSHALL, THOMAS SCHAAL, JR., CHARLES VOGEL, JOHN GREER, CLAIRE JANSSEN, DANIEL HAUG, MATTHEW MONTGOMERY, JAMES FRITCHER, SARA GORDON, DON LITTLE, JR., GREG WATTSON, JEFFERY DICKERSON, RANDY ACKERMAN, and JEFF ROBERTS, and for their causes of actions against defendants, and each of them, complains and alleges as follows:

**JURISDICTION**

1. The jurisdiction of this Court over the subject matter of this action is predicated on a federal question, 18 U.S.C. Section 1964 for RICO (Racketeer Influenced and Corrupt Organizations Act) violations, 18 U.S.C. Section 1962.

**VENUE**

2. Venue is proper in the above-entitled matter because a substantial part of the events giving rise to these claims against defendants occurred in this district.

**PARTIES**

3. Plaintiff Jefferson Hill ("Hill") is an individual who at all times herein mentioned was a resident of the State of California.

4. Plaintiff Tom Roberts ("T Roberts") is an individual who at all times

1 herein mentioned was a resident of the State of Arizona.

2 5. Plaintiff Paul Marshall ("Marshall") is an individual who at all times  
3 herein mentioned was a resident of the State of California.

4 6. Plaintiff Thomas Schaal, Jr. ("Schaal") is an individual who at all times  
5 herein mentioned was a resident of the State of California

6 7. Plaintiff Charles Vogel ("Vogel") is an individual who at all times herein  
7 mentioned was a resident of the State of Arizona.

8 8. Plaintiff John Greer ("Greer") is an individual who at all times herein  
9 mentioned was a resident of the State of Arizona.

10 9. Plaintiff Claire Janssen ("Janssen") is an individual who at all times  
11 herein mentioned was a resident of the State of Arizona.

12 10. Plaintiff Daniel Haug ("Haug") is an individual who at all times herein  
13 mentioned was a resident of the State of Arizona.

14 11. Plaintiff Matthew Montgomery ("Montgomery") is an individual who at  
15 all times herein mentioned was a resident of the State of California.

16 12. Plaintiff James Fritcher ("Fritcher") is an individual who at all times  
17 herein mentioned was a resident of the State of Arizona.

18 13. Plaintiff Sara Gordon ("Gordon") is an individual who at all times herein  
19 mentioned was a resident of the State of Arizona.

20 14. Plaintiff Don Little, Jr. ("Little") is an individual who at all times herein  
21 mentioned was a resident of the State of California.

22 15. Plaintiff Greg Wattson ("Wattson") is an individual who at all times  
23 herein mentioned was a resident of the State of California.

24 16. Plaintiff Jeffery Dickerson ("Dickerson") is an individual who at all  
25 times herein mentioned was a resident of the State of California.

26 17. Plaintiff Randy Ackerman ("Ackerman") is an individual who at all  
27 times herein mentioned was a resident of the State of California.

28 18. Plaintiff Jeff Roberts ("J Roberts") is an individual who at all times

1 herein mentioned was a resident of the State of Arizona.

2 19. Plaintiffs Hill, Marshall, Schaal, Montgomery, Little, Wattson,  
3 Dickerson, and Ackerman are hereinafter collectively referred to as the "California  
4 plaintiffs."

5 20. Plaintiffs T Roberts, Vogel, Greer, Janssen, Haug, Fritcher, Gordon, and  
6 J Roberts are hereinafter collectively referred to as the "Arizona plaintiffs."

7 21. Defendant Opus Corporation, a Minnesota corporation ("Opus") is a  
8 corporation organized under the laws of the State of Minnesota, and qualified to do  
9 business in California, having its principal place of business in the State of  
10 Minnesota.

11 22. On information and belief, defendant Gerald Rauenhorst 1982  
12 Irrevocable Trust F/B/O Grandchildren ("Grandchildren Trust") is a trust organized  
13 under the laws of the State of Minnesota.

14 23. On information and belief, defendant Gerald Rauenhorst 1982  
15 Irrevocable Trust F/B/O Children ("Children Trust") is a trust organized under the  
16 laws of the State of Minnesota.

17 24. Defendant Keith Bednarowski ("Bednarowski") was and is a citizen of  
18 the State of Minnesota. Defendant Bednarowski was a trustee for the Grandchildren  
19 Trust and the Children Trust and was on the board of directors of Opus West.

20 25. Defendant Luz Campa ("Campa") was and is a citizen of the State of  
21 Minnesota. Defendant Campa was a trustee for the Grandchildren Trust and the  
22 Children Trust.

23 26. Defendant Mark Rauenhorst ("Rauenhorst") was and is a citizen of the  
24 State of Minnesota.

25 27. Plaintiffs are ignorant of the names and capacities of defendants sued  
26 herein as DOES 1 through 100, inclusive, and therefore sues the defendants by such  
27 fictitious names. Plaintiffs will amend this complaint to allege their true names and  
28 capacities when ascertained. Plaintiffs are informed and believe and thereon allege

1 that each of said fictitiously-named defendants are responsible in some manner for the  
2 occurrences herein alleged, and that plaintiffs' injuries as herein alleged were  
3 proximately caused by their acts.

4 28. Plaintiffs are informed and believe and thereon allege that at all times  
5 mentioned herein defendants DOES 1 through 100, inclusive, were the agents,  
6 servants and employees of the Co-Defendant Opus, Co-Defendant Grandchildren  
7 Trust, Co-Defendant Children Trust, Co-Defendant Bednarowski, Co-Defendant  
8 Campa, and Co-Defendant Rauenhorst and in doing the things hereinafter alleged  
9 were acting in the scope of their authority as such agents, servants, and employees,  
10 and with the permission and consent of the Co-Defendant Opus, Co-Defendant  
11 Grandchildren Trust and Co-Defendant Children Trust.

#### 12 **FACTUAL BACKGROUND**

13 29. The California plaintiffs and the Arizona plaintiffs worked for Opus  
14 West Corporation ("Opus West"), which was headquartered in Phoenix, Arizona.  
15 The employment relationships for the California plaintiffs were entered into in  
16 California between the California plaintiffs and Opus West and the work that was  
17 performed by the California plaintiffs occurred in California. Accordingly, California  
18 law will apply to the California plaintiffs.

19 30. The employment relationships for the Arizona plaintiffs were entered  
20 into in Arizona between the Arizona plaintiffs and Opus West and the work that was  
21 performed by the Arizona plaintiffs occurred in Arizona. Accordingly, Arizona law  
22 will apply to the Arizona plaintiffs.

23 31. As of July 6, 2009, Opus West owed the plaintiffs the following amounts  
24 of compensation and deferred compensation:

25 (a) Plaintiff Hill is owed \$280,675.59 in 80/20 Officer Deferred  
26 compensation, \$549,673 in a SAR plan and \$23,425.00 in a 2008 bonus  
27 incentive for a total of \$853,773.59, plus interest accruing thereon.

28 Plaintiff Hill was terminated from his employment with Opus West in

1 2009.

- 2 (b) Plaintiff T Roberts is owed \$11,215,202.00 in SAR plan, \$5,538,105 in  
3 President DC plan, \$122,400 in Opus Corp Annual, \$125,000 in  
4 severance, for a total of \$17,000,707.00, plus interest accruing thereon.  
5 Plaintiff T Roberts was terminated from his employment with Opus West  
6 in 2009.
- 7 (c) Plaintiff Marshall is owed \$3,116,995 in SAR plan, \$78,000 in Opus  
8 Corp Annual, \$526,605.76 in Opus Corp Deferred for a total of  
9 \$3,721,600.76, plus interest accruing thereon. Plaintiff Marshall was  
10 terminated from his employment with Opus West in 2009.
- 11 (d) Plaintiff Schaal is owed \$73,928.55 in deferred compensation plan,  
12 \$60,182.00 in SAR plan, and \$44,450.00 in a 2008 bonus incentive for a  
13 total of \$178,560.55, plus interest accruing thereon. Plaintiff Schaal was  
14 terminated from his employment with Opus West in 2009.
- 15 (e) Plaintiff Vogel is owed \$773,559 in SAR plan, \$10,600 in Opus Corp  
16 Annual, \$329,028.73 in Opus Core Deferred for a total of \$1,113,187.73,  
17 plus interest accruing thereon. Plaintiff Vogel resigned from his  
18 employment with Opus West in July, 2009.
- 19 (f) Plaintiff Greer is owed \$1,750,953.00 in SAR plan, \$22,500 in Opus  
20 Corp. Annual, \$334,144.71 in Opus Core Deferred, \$387,969.07 in  
21 Other Deferred for a total of \$2,495,566.78, plus interest accruing  
22 thereon. Plaintiff Greer resigned from his employment with Opus West  
23 in July, 2009.
- 24 (g) Plaintiff Janssen is owed \$15,000 in Opus Core Annual, \$62,931.79 in  
25 Opus Core Deferred, and \$384,659.68 in Other Deferred for a total of  
26 \$462,591.47, plus interest accruing thereon. Plaintiff Janssen was  
27 terminated from her employment with Opus West on March 12, 2010.
- 28 (h) Plaintiff Haug is owed \$25,000 in 2008 Incentive, \$392,491.80 in Other

- 1                   Deferred, \$83,386.88 in 80/20 Officer Deferred for a total of  
2                   \$500,878.68, plus interest accruing thereon. Plaintiff Haug was  
3                   terminated from his employment with Opus West on February 26, 2010.
- 4           (i)   Plaintiff Montgomery is owed \$5,270.65 in 2008 Incentive, \$97,176.84  
5                   in 80/20 Non-Officer Deferred for a total of \$102,447.49, plus interest  
6                   accruing thereon. Plaintiff Montgomery was terminated from his  
7                   employment with Opus West in 2009.
- 8           (j)   Plaintiff Fritcher is owed \$31,660.00 in 2008 incentive, \$177,373.80 in  
9                   Opus 80/20 Plan for Officers, \$552,744.50 in SAR plan for a total of  
10                  \$761,778.30, plus interest accruing thereon. Plaintiff Fritcher was  
11                  terminated from his employment with Opus West in 2009.
- 12          (k)   Plaintiff Gordon is owed \$225,089.00 in SAR plan, \$12,780.00 in Opus  
13                  Corp Annual for a total of \$237,869.00, plus interest accruing thereon.  
14                  Plaintiff Gordon is owed this money from Opus West as part of a divorce  
15                  settlement with plaintiff Fritcher.
- 16          (l)   Plaintiff Little is owed \$1,953,422 in SAR plan, \$197,958 in Opus Corp  
17                  Annual, \$404,701.68 in Opus Core Deferred for a total of \$2,556,081.68,  
18                  plus interest accruing thereon. Plaintiff Little was terminated from his  
19                  employment with Opus West in 2009.
- 20          (m)   Plaintiff Wattson is owed \$39,526.31 in deferred compensation,  
21                  \$3,592.49 in 2008 guaranteed bonus and \$200,000 in 2009 guaranteed  
22                  salary for a total of \$243,118.80, plus interest accruing thereon. Plaintiff  
23                  Wattson was terminated from his employment with Opus West in 2009.
- 24          (n)   Plaintiff Dickerson is owed \$161,984.55 in 80/20 Officer Deferred  
25                  Compensation and \$26,311.20 in 2008 incentive for a total of  
26                  \$188,295.75, plus interest accruing thereon. Plaintiff Dickerson was  
27                  terminated from his employment with Opus West in 2009.
- 28          (o)   Plaintiff Ackerman is owed \$222,435.00 in 2008 Incentive, \$536,570.00

1 in SAR Plan, \$95,064.28 in 80/20 Officer Deferred for a total of  
2 \$854,069.28, plus interest accruing thereon. Plaintiff Ackerman was  
3 terminated from his employment with Opus West on March 31, 2009.

4 (p) Plaintiff J Roberts is owed \$126,645.00 in 2008 Incentive, \$711,400.00  
5 in SAR plan, \$321,526.73 in 80/20 Officer Deferred for a total of  
6 \$1,159,571.73, plus interest accruing thereon. Plaintiff J Roberts was  
7 terminated from his employment with Opus West in 2009.

8 On March 31, 2009, when plaintiff Ackerman was terminated, plaintiffs  
9 learned that Opus West was not going to honor and refused to pay the deferred  
10 compensation owed to its employees.

11 32. As of July 6, 2009, the total owed plaintiffs by Opus West is  
12 \$32,430,098.59. On information and belief, the amount of compensation and  
13 deferred compensation owed to plaintiffs at the end of 2006 was at least 75% of the  
14 amount owed on July 6, 2009. On information and belief, the amount of  
15 compensation and deferred compensation owed to plaintiffs at the end of 2007 was at  
16 least 80% of the amount owed on July 6, 2009. On information and belief, the  
17 amount of compensation and deferred compensation owed to plaintiffs at the end of  
18 2008 was at least 90% of the amount owed on July 6, 2009.

19 33. On December 21, 2006, Opus West transferred funds to Opus in the  
20 amount of \$53,663,000. On March 15, 2007, Opus West transferred funds to Opus in  
21 the amount of \$7,391,000. On December 20, 2007, Opus West transferred funds to  
22 Opus in the amount of \$48,042,000. On March 17, 2008, Opus West transferred  
23 funds to Opus in the amount of \$12,249,000. In 2006, Opus West also transferred  
24 funds to Opus for charitable contributions, including Catholic charities, in the amount  
25 of \$9,506,000. In 2007, Opus West also transferred funds to Opus for charitable  
26 contributions, including Catholic charities, in the amount of \$15,446,000. All of the  
27 aforesaid transfers were at the direction of defendant Rauenhorst, President and CEO  
28 of defendant Opus, who was also on the board of directors of Opus West, and



1 defendant Bednarowski, and defendant Campa.

2 34. In 2006, Mark Rauenhorst, and Gerald Rauenhorst, Founding Chairman  
3 of defendant Opus stated in a "Code of Conduct" Booklet that was given to all Opus  
4 West employees, including plaintiffs, that defendant Opus:

5 "will transact our business fairly, honestly, and in a manner that meets  
6 the highest ethical and legal standards. It is the policy of Opus to  
7 comply with all federal, state and local laws, rules, and regulations.  
8 Opus will respect the rights, and safeguard the well being, of its  
9 employees, customers, and business associates. And, finally, Opus will  
10 not knowingly enter into a business relationship with any party who  
11 conveys the impression that they may violate any aspect of this Code of  
12 Conduct. . . . Each of us will exercise the highest level of integrity,  
13 ethics, and objectivity when representing, or negotiating on behalf of  
14 Opus, or when participating in activities that may affect the reputation of  
15 the company. We will not misuse the authority or influence of our  
16 positions in these relationships, nor become involved in situations that  
17 create a conflict of interest between Opus and us, such as employment  
18 by, financial interest in, or financial gain from a competitor, supplier,  
19 agent or customer."

20  
21 **FIRST CAUSE OF ACTION**  
22 **TO SET ASIDE FRAUDULENT TRANSFER UNDER UNIFORM**  
23 **FRAUDULENT TRANSFER ACT**

24 (Civ.Code § 3439.07(a))

25 **(BY THE CALIFORNIA PLAINTIFFS AGAINST**  
26 **ALL DEFENDANTS AND DOES 1-20)**

27 35. Plaintiffs repeat and reallege all of the allegations contained in  
28 paragraphs 1 through 34, inclusive, as though said allegations were set forth herein.

1           36. At all times mentioned herein, Plaintiffs were the holder of a certain sum  
2 against Opus West.

3           37. This claim for which Opus West is indebted to plaintiffs is in the sum of  
4 \$32,430,098.59 in compensation and deferred compensation. Plaintiffs have  
5 performed all conditions, covenants, and promises under the terms of employment.  
6 Neither the whole nor any part of this sum has been paid and there is now and due  
7 and unpaid from Opus West the sum of \$32,430,098.59 together with interest thereon  
8 at the rate of 10 percent per annum from March 31, 2009.

9           38. From 2006 through 2008, Opus West was the owner and in possession  
10 and control of millions in dollars of cash from profits earned on real estate  
11 construction and development projects.

12           39. Plaintiffs are informed and believe and thereon allege that on or about  
13 December 21, 2006, at the direction of defendants, Opus West transferred assets by  
14 sending \$63,169,000 in cash to defendant Opus.

15           40. Plaintiff is informed and believes and thereon alleges that beginning on  
16 March 15, 2007 and continuing through 2007 to 2008, at the direction of defendants,  
17 Opus West transferred assets by sending \$83,128,000 in cash to defendant Opus.

18           41. On information and belief, between 2003 and 2008, at the direction  
19 of defendants, defendant Opus transferred to defendant Grandchildren Trust and  
20 defendant Children Trust (collectively "Trusts") in excess of \$193,814,000.

21           42. On or about July 6, 2009, after the many transfers, Opus West entirely  
22 failed and collapsed as proximate result of the unreasonably small remaining assets  
23 with which to carry on the business and filed a Chapter 11 bankruptcy petition.

24           43. Plaintiffs are further informed and believe and thereon allege that the  
25 transfers from Opus West to defendant Opus, who in turn transferred to the Trusts  
26 and Does 1-20, were made and directed by defendants with an actual intent to hinder,  
27 delay, or defraud Opus West's then and future creditors, including plaintiffs in the  
28 collection of their claims and to conceal assets from plaintiffs.



1 (A.R.S. Section 44-1004)

2 (BY THE ARIZONA PLAINTIFFS AGAINST ALL DEFENDANTS AND  
3 DOES 1-20)

4 48. Plaintiffs repeat and reallege all of the allegations contained in  
5 paragraphs 1 through 47, inclusive, as though said allegations were set forth herein.

6 49. At all times mentioned herein, Plaintiffs were the holder of a certain sum  
7 against Opus West.

8 50. This claim for which Opus West is indebted to plaintiffs is in the sum of  
9 \$32,430,098.59 in compensation and deferred compensation. Plaintiffs have  
10 performed all conditions, covenants, and promises under the terms of employment.  
11 Neither the whole nor any part of this sum has been paid and there is now and due  
12 and unpaid from Opus West the sum of \$32,430,098.59 together with interest  
13 thereon at the rate of 10 percent per annum from March 31, 2009.

14 51. From 2006 through 2008, Opus West was the owner and in possession  
15 and control of millions in dollars of cash.

16 52. Plaintiffs are informed and believe and thereon allege that on or about  
17 2006, at the direction of defendants, Opus West actually or constructively transferred  
18 assets by sending \$63,169,000 in cash to defendant Opus.

19 53. Plaintiff is informed and believes and thereon alleges that on or about  
20 2007 to 2008, at the direction of defendants, Opus West actually or constructively  
21 transferred assets by sending \$83,128,000 in cash to defendant Opus.

22 54. On information and belief, between 2003 and 2008, at the direction  
23 of defendants, defendant Opus actually or constructively transferred to defendant  
24 Grandchildren Trust and defendant Children Trust in excess of \$193,814,000.

25 55. On or about July 6, 2009, after the transfers were made, Opus West  
26 entirely failed and collapsed as proximate result of the unreasonably small remaining  
27 assets with which to carry on the business and filed a Chapter 11 bankruptcy petition.

28 56. Plaintiffs are further informed and believe and thereon allege that the

1 transfers from Opus West to defendant Opus who in turn transferred to the Trusts and  
2 Does 1-20 were made with an actual intent by Opus and the Trusts to hinder, delay, or  
3 defraud Opus West's then and future creditors, including plaintiffs in the collection of  
4 their claims and to conceal assets from plaintiffs.

5 57. Plaintiffs are further informed and believe and thereon allege that  
6 defendant Opus gave no consideration for the cash it received from Opus West.  
7 Thus, Opus West did not receive reasonably equivalent value in exchange for the  
8 cash transferred to defendant Opus.

9 58. On information and belief, the Trusts gave no consideration for the cash  
10 they received from defendant Opus. Thus, defendant Opus did not receive reasonably  
11 equivalent value in exchange for the cash transferred to the Trusts.

12 59. Plaintiffs are informed and believe and thereon allege that the above-  
13 described property was received by defendant Opus with knowledge that Opus and  
14 the Trusts intended to hinder, delay, or defraud the collection of plaintiffs'  
15 aforementioned claims and the claims of all the then and future creditors of Opus  
16 West. On information and belief, defendant Opus had such knowledge by virtue of it  
17 being the sole shareholder of Opus West and because the directors of defendant Opus  
18 are the same directors of Opus West.

19 60. Plaintiff is informed and believes and thereon alleges that the above-  
20 described property was received by the defendant Grandchildren Trust and defendant  
21 Children Trust and Does 1-20 with knowledge that defendant Opus intended to  
22 hinder, delay, or defraud the collection of plaintiffs' aforementioned claims and the  
23 claims of all the then and future creditors of Opus West. On information and belief,  
24 defendant Grandchildren Trust and defendant Children Trust and Does 1-20 had such  
25 knowledge by virtue of them being the majority shareholders of defendant Opus.  
26 Plaintiffs seek the return of the pension funds that were fraudulently transferred from  
27 Opus West to defendant Opus and to defendant Grandchildren Trust and defendant  
28 Children Trust.

1 **THIRD CAUSE OF ACTION**  
2 **TO SET ASIDE FRAUDULENT TRANSFER AT COMMON LAW**  
3 **(BY THE CALIFORNIA PLAINTIFFS AGAINST**  
4 **ALL DEFENDANTS AND DOES 1-20)**

5 61. Plaintiffs repeat and reallege all of the allegations contained in  
6 paragraphs 1 through 60, inclusive, as though said allegations were set forth herein.

7 62. At all times mentioned herein, Plaintiffs were the holder of a certain sum  
8 against Opus West.

9 63. This claim for which Opus West is indebted to plaintiffs is in the sum of  
10 \$32,430,098.59 in compensation and deferred compensation. Plaintiffs have  
11 performed all conditions, covenants, and promises under the terms of employment.  
12 Neither the whole nor any part of this sum has been paid and there is now and due  
13 and unpaid from Opus West the sum of \$32,430,098.59 together with interest  
14 thereon at the rate of 10 percent per annum from March 31, 2009.

15 64. From 2006 through 2008, Opus West was the owner and in possession  
16 and control of millions in dollars of cash.

17 65. Plaintiffs are informed and believe and thereon allege that on or about  
18 2006, at the direction of defendants, Opus West transferred assets by sending  
19 \$63,169,000 in cash to defendant Opus.

20 66. Plaintiff is informed and believes and thereon alleges that on or about  
21 2007 to 2008, at the direction of defendants, Opus West transferred assets by sending  
22 \$83,128,000 in cash to defendant Opus.

23 67. On information and belief, between 2003 and 2008, at the direction  
24 of defendants, defendant Opus transferred to defendant Grandchildren Trust and  
25 defendant Children Trust (collectively "Trusts") in excess of \$193,814,000.

26 68. On or about July 6, 2009, Opus West entirely failed and collapsed as  
27 proximate result of the unreasonably small remaining assets with which to carry on  
28 the business and filed a Chapter 11 bankruptcy petition.

1           69. Plaintiffs are further informed and believe and thereon allege that the  
2 transfers from Opus West to defendant Opus who in turn transferred to the Trusts and  
3 Does 1-20 were made and directed by Opus and the Trusts with an actual intent to  
4 hinder, delay, or defraud Opus West's then and future creditors, including plaintiffs  
5 in the collection of their claims and to conceal assets from plaintiffs.

6           70. Plaintiffs are further informed and believe and thereon allege that  
7 defendant Opus gave no consideration for the cash it received from Opus West.  
8 Thus, Opus West did not receive reasonably equivalent value in exchange for the  
9 cash transferred to defendant Opus.

10           71. On information and belief, the Trusts gave no consideration for the cash  
11 they received from defendant Opus. Thus, defendant Opus did not receive reasonably  
12 equivalent value in exchange for the cash transferred to the Trusts.

13           72. Plaintiffs are informed and believe and thereon allege that the above-  
14 described property was received by defendant Opus with knowledge that Opus and  
15 the Trusts intended to hinder, delay, or defraud the collection of plaintiffs'  
16 aforementioned claims and the claims of all the then and future creditors of Opus  
17 West. On information and belief, defendant Opus had such knowledge by virtue of it  
18 being the sole shareholder of Opus West and because the directors of defendant Opus  
19 are the same directors of Opus West.

20           73. Plaintiff is informed and believes and thereon alleges that the above-  
21 described property was received by the defendant Grandchildren Trust and defendant  
22 Children Trust and Does 1-20 with knowledge that defendant Opus intended to  
23 hinder, delay, or defraud the collection of plaintiffs' aforementioned claims and the  
24 claims of all the then and future creditors of Opus West. On information and belief,  
25 defendant Grandchildren Trust and defendant Children Trust and Does 1-20 had such  
26 knowledge by virtue of them being the majority shareholders of defendant Opus.  
27 Plaintiffs seek the return of the pension funds that were fraudulently transferred from  
28 Opus West to defendant Opus and to defendant Grandchildren Trust and defendant

1 Children Trust.

2  
3 **FOURTH CAUSE OF ACTION**

4 **CONSPIRACY**

5 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-100)**

6 74. Plaintiffs repeat and reallege all of the allegations contained in  
7 paragraphs 1 through 73, inclusive, as though said allegations were set forth herein.

8 75. As alleged above, defendant Opus and defendant Grandchildren Trust  
9 and defendant Children Trust and Does 1-100 agreed and knowingly and willfully  
10 conspired between themselves to hinder, delay, and defraud plaintiffs in the  
11 collection of their claims against Opus West.

12 76. Under this conspiracy, the above-named defendant Opus agreed to  
13 take and accept cash from Opus West so that Opus West would be insolvent and able  
14 to file bankruptcy shortly after the last transfer.

15 77. Under this conspiracy, defendant Grandchildren Trust and defendant  
16 Children Trust and defendants 1-100 agreed to take and accept cash from defendant  
17 Opus so that the funds would be unreachable by creditors of Opus West.

18 78. Defendant Opus and defendant Grandchildren Trust and defendant  
19 Children Trust and Does 1-100 did the acts and things herein alleged pursuant to, and  
20 in furtherance of, the conspiracy and agreement alleged above.

21 79. As a proximate result of the wrongful acts herein alleged, plaintiffs have  
22 been generally damaged in the sum of \$32,430,098.59 together with interest thereon  
23 at the rate of 10 percent per annum from March 31, 2009.

24 80. At all times mentioned herein, defendant Opus, defendant Grandchildren  
25 Trust, defendant Children Trust, defendant Bednarowski, defendant Campa, and  
26 defendant Rauenhorst knew of plaintiffs' claims against Opus West and knew that  
27 plaintiffs' claims could only be satisfied out of the cash transferred from Opus West  
28 to defendant Opus and/or to defendant Grandchildren Trust and/or defendant



1 Children Trust. Notwithstanding this knowledge, defendants intentionally, willfully,  
2 fraudulently, and maliciously converted and embezzled the pension funds and did the  
3 things herein alleged to defraud and oppress plaintiffs. The aforesaid transfers were  
4 performed by defendant Rauenhorst, President and CEO of defendant Opus and were  
5 authorized and ratified by officers and directors of defendant Opus, and by defendant  
6 Bednarowski and defendant Campa. Plaintiffs are therefore entitled to exemplary or  
7 punitive damages.

8  
9 **FIFTH CAUSE OF ACTION**  
10 **INTENTIONAL INTERFERENCE**  
11 **WITH CONTRACT**

12 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-100)**

13 81. Plaintiffs repeat and reallege all of the allegations contained in  
14 paragraphs 1 through 80, inclusive, as though said allegations were set forth herein.

15 82. From 2006 through March 31, 2009, plaintiffs had written contracts of  
16 incentive compensation agreements with Opus West for payment of compensation  
17 including deferred compensation.

18 83. On information and belief, defendants and Does 1-100 knew of the  
19 above described contracts existing between plaintiffs and Opus West regarding the  
20 payment of compensation and deferred compensation in that defendant Opus was the  
21 sole shareholder of Opus West, and the board of directors were the same for the two  
22 companies, the Trusts are the majority shareholders of defendant Opus Corp.,  
23 defendant Bednarowski and defendant Campa were the trustees for the Trusts, and  
24 defendant Rauenhorst was the President of defendant Opus Corp. and was intimately  
25 involved in the Trusts.

26 84. On or about 2006 through 2008, defendants and Does 1-100 forced Opus  
27 West into insolvency by intentionally and illegally and fraudulently transferring over  
28 \$146,000.000 in cash out of Opus West, all with the intent to harm plaintiffs

1 financially and to induce Opus West to breach its contracts with plaintiffs.

2 85. Defendants' fraudulent acts constituted an unfair trade practice in  
3 violation of Business and Professions Code Section 17200.

4 86. On or about March 31, 2009, plaintiffs learned Opus West decided it was  
5 not going to pay employees their deferred compensation.

6 87. As a proximate result of defendants' conduct interfering with the  
7 contract between Opus West and plaintiffs, plaintiffs have suffered damages. The  
8 aforesaid transfer of monies from Opus West to defendant Opus to defendant  
9 Grandchildren Trust and defendant Children Trust and Does 1-100 were intentionally  
10 made by defendants to cheat plaintiffs out of their compensation and deferred  
11 compensation and intentionally made for purposes of embezzling \$32,430,098.59 in  
12 pension funds.

13 88. The aforementioned acts of defendants, and each of them, were willful  
14 and fraudulent and malicious and oppressive. On information and belief, the  
15 aforesaid transfers were performed by defendant Rauenhorst, President and CEO of  
16 defendant Opus and were authorized and ratified by officers and directors of  
17 defendant Opus, and defendants Bednarowski and Campa. Plaintiffs are therefore  
18 entitled to punitive damages.

19  
20 **SIXTH CAUSE OF ACTION**  
21 **NEGLIGENT INTERFERENCE**  
22 **WITH CONTRACT**  
23 **(BY THE CALIFORNIA PLAINTIFFS AGAINST**  
24 **ALL DEFENDANTS AND DOES 1-100)**

25 89. Plaintiffs repeat and reallege all of the allegations contained in  
26 paragraphs 1 through 88, inclusive, as though said allegations were set forth herein.

27 90. From 2006 through March 31, 2009, plaintiffs had written contracts of  
28 incentive compensation agreements with Opus West for payment of compensation

1 including deferred compensation.

2 91. On information and belief, defendants and Does 1-100 knew of the  
3 above described contracts existing between plaintiffs and Opus West in that  
4 defendant Opus was the sole shareholder of Opus West, and the board of directors  
5 were the same for the two companies, and the Trusts are the majority shareholders of  
6 defendant Opus Corp., defendant Bednarowski and defendant Campa were the  
7 trustees for the Trusts and defendant Rauenhorst was the President of defendant Opus  
8 Corp. and was intimately involved in the Trusts.

9 92. On or about 2006 through 2008, defendants and Does 1-100 forced Opus  
10 West into insolvency by negligently transferring over \$146,000.000 in cash out of  
11 Opus West, all with the intent to harm plaintiffs financially and to induce Opus West  
12 to breach its contracts with plaintiffs.

13 93. On or about March 31, 2009, plaintiffs learned Opus West decided it was  
14 not going to pay employees their deferred compensation.

15 94. As a proximate result of defendants' conduct interfering with the  
16 contracts between Opus West and plaintiffs, plaintiffs have suffered damages.

17  
18 **SEVENTH CAUSE OF ACTION**

19 **VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE**

20 **SECTION 17200 ET SEQ. [Unfair Practices Act]**

21 **(BY THE CALIFORNIA PLAINTIFFS AGAINST ALL**  
22 **DEFENDANTS AND DOES 1-100)**

23 95. Plaintiffs repeat and re-allege each and every allegation contained in  
24 Paragraphs 1 through 94, inclusive, as though fully set forth at length.

25 96. At all times mentioned herein, California Business and Professions Code  
26 Section 17200, et seq., was in full force and effect and binding upon defendants and  
27 Does 1-100, and prohibited defendants from engaging in unfair practices, including  
28 but not limited to: failing to timely pay each plaintiff who has voluntarily quit or was

1 terminated in violation of *Labor Code* Sections 201 to 203; and for making fraudulent  
2 transfers to hinder, delay, or defraud creditors in violation of Civil Code Section  
3 3439.04(a); and for embezzling pension funds in violation of 18 U.S.C. § 664; and for  
4 committing wire fraud in violation of 18 U.S.C. §§ 1343, 1346. .

5 97. Plaintiffs are informed and believe and thereon allege that defendants  
6 engaged in unlawful business practices in violation of *Business and Professions Code*  
7 Section 17200, et seq., by failing to timely pay each plaintiff who has voluntarily quit  
8 or was terminated in violation of *Labor Code* Sections 201 to 203; and for making  
9 fraudulent transfers to hinder, delay, or defraud creditors in violation of Civil Code  
10 Section 3439.04(a); and for embezzling pension funds in violation of 18 U.S.C. §  
11 664; and for committing wire fraud in violation of 18 U.S.C. §§ 1343, 1346.

12 98. As a direct result of defendants' actions as alleged above, plaintiffs are  
13 entitled to restitution of unpaid wages and amounts fraudulently transferred pursuant  
14 to *Business and Professions Code* Sections 17203 and 17208, in an amount according  
15 to proof at trial.

16  
17 **EIGHTH CAUSE OF ACTION**

18 **CONVERSION**

19 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-100)**

20 99. Plaintiffs repeat and re-allege each and every allegation contained in  
21 Paragraphs 1 through 98, inclusive, as though fully set forth at length.

22 100. At all times mentioned herein, by fraudulently transferring money out of  
23 Opus West and leaving the company insolvent, defendants and caused Opus West to  
24 fail to adhere to corporate formalities and therefore, defendants are the alter egos of  
25 Opus West, and are responsible for the payment of plaintiffs' wages in the amount of  
26 \$32,430,098.59 plus interest thereon at the legal rate.

27 101. When defendants refused to pay the wages due to each plaintiff, as  
28 alleged herein, each plaintiff had earned, owned and had the right to possess the

1 withheld wages. Defendants willfully and without legal justification interfered with  
2 each plaintiff to own and possess his or her wages. The exact amount of those wages  
3 is capable of being made certain from a review of either the information from  
4 plaintiffs or from the records of Opus West and defendants.

5 102. In refusing to pay wages to each plaintiff, defendants unlawfully and  
6 intentionally took and converted the property of each plaintiff for their own use.  
7 When the conversion took place, each plaintiff was entitled to immediate possession  
8 of the amount of wages payable. This conversion was oppressive, malicious and  
9 fraudulent. This conversion was intentional and the defendants intentionally  
10 concealed by their theft from the plaintiffs. On information and belief, the aforesaid  
11 transfers were performed by defendant Rauenhorst, President and CEO of defendant  
12 Opus and were authorized and ratified by officers and directors of defendant Opus  
13 and defendant Bednarowski and defendant Campa.

14 103. The plaintiffs have been injured by this conversion and are entitled to:  
15 (1) all monies converted by the defendants with interest thereon; (2) any and all  
16 profits, whether direct or indirect, the defendants acquired by their conversion; and  
17 (3) punitive and exemplary damages. Plaintiffs are therefore entitled to punitive  
18 damages.

19 **NINTH CAUSE OF ACTION**  
20 **INTENTIONAL INTERFERENCE**  
21 **WITH PROSPECTIVE ECONOMIC ADVANTAGE**

22 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-100)**

23 104. Plaintiffs repeat and reallege all of the allegations contained in  
24 paragraphs 1 through 103, inclusive, as though said allegations were set forth herein.

25 105. From 2006 through March 31, 2009, plaintiffs had written contracts of  
26 incentive compensation agreements with Opus West for payment of compensation  
27 including deferred compensation.

28 106. On information and belief, defendants and Does 1-100 knew of the

1 above described contracts existing between plaintiffs and Opus West regarding the  
2 payment of compensation and deferred compensation in that defendant Opus was the  
3 sole shareholder of Opus West, and the board of directors were the same for the two  
4 companies, the Trusts are the sole shareholders of defendant Opus Corp., defendant  
5 Bednarowski and defendant Campa were trustees of the Trusts, and defendant  
6 Rauenhorst was the President of defendant Opus Corp. and was intimately involved  
7 in the Trusts.

8 107. On or about 2006 through 2008, defendants and Does 1-100 forced Opus  
9 West into insolvency by intentionally and illegally and fraudulently transferring over  
10 \$146,000.000 in cash out of Opus West, all with the intent to harm plaintiffs  
11 financially and to induce Opus West to breach its contracts with plaintiffs and from  
12 continuing the prospective economic relation between Opus West and plaintiffs.

13 108. Defendants' fraudulent acts constituted an unfair trade practice in  
14 violation of Business and Professions Code Section 17200.

15 109. On or about March 31, 2009, plaintiffs learned Opus West decided it was  
16 not going to pay employees their deferred compensation.

17 110. As a proximate result of defendants' conduct interfering with the  
18 prospective economic advantage between Opus West and plaintiffs, plaintiffs have  
19 suffered damages. The aforesaid transfer of monies from Opus West to defendant  
20 Opus to defendant Grandchildren Trust and defendant Children Trust were  
21 intentionally caused and made by the defendants to cheat plaintiffs out of their  
22 compensation and deferred compensation and to prevent the continuation of the  
23 fiduciary relationship and prospective relations between Opus West and plaintiffs.

24 111. The aforementioned acts of defendants, and each of them, were willful  
25 and fraudulent and malicious and oppressive. On information and belief, the  
26 aforesaid transfers were performed by defendant Rauenhorst, President and CEO of  
27 defendant Opus and were authorized and ratified by officers and directors of  
28 defendant Opus and defendant Bednarowski and defendant Campa, who were trustees

1 of the Trusts. Plaintiffs are therefore entitled to punitive damages.

2  
3 **TENTH CAUSE OF ACTION**  
4 **TO SET ASIDE FRAUDULENT TRANSFER UNDER UNIFORM**  
5 **FRAUDULENT TRANSFER ACT**

6 **(Minn.Stat. § 513.44)**

7 **(BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-20)**

8 112. Plaintiffs repeat and reallege all of the allegations contained in  
9 paragraphs 1 through 111, inclusive, as though said allegations were set forth herein.

10 113. At all times mentioned herein, Plaintiffs were the holder of a certain sum  
11 against Opus West.

12 114. This claim for which Opus West is indebted to plaintiffs is in the sum of  
13 \$32,430,098.59 in compensation and deferred compensation. Plaintiffs have  
14 performed all conditions, covenants, and promises under the terms of employment.  
15 Neither the whole nor any part of this sum has been paid and there is now and due  
16 and unpaid from Opus West the sum of \$32,430,098.59 together with interest  
17 thereon at the rate of 10 percent per annum from March 31, 2009.

18 115. From 2006 through 2008, Opus West was the owner and in possession  
19 and control of millions in dollars of cash.

20 116. Plaintiffs are informed and believe and thereon allege that on or about  
21 December 21, 2006, at the direction of defendants, Opus West transferred assets by  
22 sending \$63,169,000 in cash to defendant Opus.

23 117. Plaintiff is informed and believes and thereon alleges that beginning on  
24 March 15, 2007 and continuing through 2007 to 2008, at the direction of defendants,  
25 Opus West transferred assets by sending \$83,128,000 in cash to defendant Opus.

26 118. On information and belief, between 2003 and 2008, at the direction  
27 of defendants, defendant Opus transferred to defendant Grandchildren Trust and  
28 defendant Children Trust (collectively "Trusts") in excess of \$193,814,000.

1 119. On or about July 6, 2009, Opus West entirely failed and collapsed as  
2 proximate result of the unreasonably small remaining assets with which to carry on  
3 the business and filed a Chapter 11 bankruptcy petition.

4 120. Plaintiffs are further informed and believe and thereon allege that the  
5 transfers from Opus West to defendant Opus who in turn transferred to the Trusts and  
6 Does 1-20 were caused and made by the defendants with an actual intent to hinder,  
7 delay, or defraud Opus West's then and future creditors, including plaintiffs in the  
8 collection of their claims and to conceal assets from plaintiffs.

9 121. Plaintiffs are further informed and believe and thereon allege that  
10 defendant Opus gave no consideration for the cash it received from Opus West.  
11 Thus, Opus West did not receive reasonably equivalent value in exchange for the  
12 cash transferred to defendant Opus.

13 122. On information and belief, the Trusts gave no consideration for the cash  
14 they received from defendant Opus. Thus, defendant Opus did not receive reasonably  
15 equivalent value in exchange for the cash transferred to the Trusts.

16 123. Plaintiffs are informed and believe and thereon allege that the above-  
17 described property was received by defendant Opus with knowledge that defendants  
18 intended to hinder, delay, or defraud the collection of plaintiffs' aforementioned  
19 claims and the claims of all the then and future creditors of Opus West. On  
20 information and belief, defendant Opus had such knowledge by virtue of it being the  
21 sole shareholder of Opus West and because the directors of defendant Opus are the  
22 same directors of Opus West, and because defendant Bednarowski and defendant  
23 Campa were trustees of the Trusts and Bednarowski was on the board of Opus West.

24 124. Plaintiff is informed and believes and thereon alleges that the above-  
25 described property was received by the defendant Grandchildren Trust and defendant  
26 Children Trust and Does 1-20 with knowledge that defendant Opus intended to  
27 hinder, delay, or defraud the collection of plaintiffs' aforementioned claims and the  
28 claims of all the then and future creditors of Opus West. On information and belief,



1 defendant Grandchildren Trust and defendant Children Trust and Does 1-20 had such  
2 knowledge by virtue of them being the majority shareholders of defendant Opus.  
3 Plaintiffs seek the return of the pension funds that were fraudulently transferred from  
4 Opus West to defendant Opus and to defendant Grandchildren Trust and defendant  
5 Children Trust.

6  
7 **ELEVENTH CAUSE OF ACTION**

8 **RICO VIOLATIONS (18 U.S.C. § 1962)**

9 **(ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-100)**

10 125. Plaintiffs repeat and re-allege each and every allegation contained in  
11 Paragraphs 1 through 124, inclusive, as though fully set forth at length.

12 126. At all times, plaintiffs deferred compensation funds were created,  
13 classified and considered as pension funds by contracts signed with Opus West and  
14 were subject to provisions of title I of the Employee Retirement Income Security Act  
15 of 1974.

16 127. During a three year time span, from 2006 through 2008, as a regular way  
17 of doing business, and in a blatant violation of defendant Opus's Code of Conduct,  
18 defendants, as part of a larger enterprise and as an association-in-fact, engaged in a  
19 pattern of racketeering activity and violated the law when defendants intentionally  
20 transferred, embezzled, stole, and unlawfully and willfully abstracted and converted  
21 funds, belonging to plaintiffs for defendants' own use on at least six occasions (six  
22 predicate acts - each transfer is a predicate act) that were pension funds in the  
23 possession of Opus West and for the benefit of plaintiffs that affected interstate  
24 commerce in violation of 18 U.S.C. § 664. Defendants illegally collapsed plaintiffs'  
25 pension fund. On information and belief, the pension funds were transferred to Opus  
26 Corp and then transferred to the Trusts.

27 128. On information and belief, each transfer of funds from Opus West to  
28 defendants took an amount that was pro-rated between the percentage the pension

1 fund obligations bore to the total liabilities of Opus West at the time of the  
2 embezzlement.

3 129. During a three year time span, from 2006 through 2008, in a blatant  
4 violation of defendant Opus's Code of Conduct, defendants, as part of a larger  
5 enterprise and as an association-in-fact, engaged in a pattern of racketeering activity  
6 and devised a scheme or artifice to defraud whereby they intentionally and illegally  
7 and without consent transferred plaintiffs' pension funds on at least six occasions (six  
8 predicate acts - each transfer is a predicate act) over the nation's transmission lines  
9 (wire) from banks in Phoenix, Arizona, which was Opus West's corporate  
10 headquarters, to banks at defendant Opus's corporate headquarters in Minneapolis,  
11 Minnesota for purposes of completing the embezzlement of plaintiffs' pension funds,  
12 which affected interstate commerce, and were all committed in violation of 18 U.S.C.  
13 §§ 1343, 1346.

14 130. Defendants' conduct was intentional and premeditated and it was  
15 reasonably foreseeable that the scheme would work and could cause some economic  
16 or pecuniary harm to plaintiffs that is more than de minimus. The scheme caused  
17 plaintiffs to suffer damage in the loss of \$32,430,098.59 in pension funds together  
18 with interest thereon at the rate of 10 percent per annum from March 31, 2009.  
19 Defendants' scheme was also for the purpose of depriving plaintiffs of the intangible  
20 right of honest services by overriding Opus West's duty to maintain and control as a  
21 pension fiduciary the plaintiffs' pension funds.

22 131. The aforesaid wire transfers from 2006 through 2008 cheated and injured  
23 approximately ninety-two Opus West employees, including plaintiffs, out of their  
24 pension funds.

25 132. From 2006 through 2009, defendants entered into a conscious agreement  
26 to violate RICO and embezzle plaintiffs' pension funds in violation of 18 U.S.C. §  
27 1962(d).

28 133. At a time when plaintiffs' pension funds were being embezzled by

1 defendants, Gerald Rauenhorst, from the two Trusts, donated \$20 million in 2008 to  
2 the College of St. Catherine in Saint Paul, Minnesota.

3 134. Further, at the same time plaintiff's pension funds were being embezzled  
4 by defendants, Gerald Rauenhorst, from the two Trusts, donated \$25 million in the  
5 first quarter of 2009 to the University of St. Thomas in Saint Paul, Minnesota.

6 135. The aforesaid conduct of defendants was premeditated. Bi-monthly in  
7 2009, to cover their tracks and to further hide their illegal conduct, Gerald Rauenhorst  
8 and his son defendant Rauenhorst were on conference calls with some of the  
9 plaintiffs and officers from Opus West and assured the some of the plaintiffs and  
10 officers from Opus West that the Rauenhorst family would honor their obligations  
11 and do the right thing for the Opus West employees.

12 136. On information and belief, a portion of the embezzled pension funds  
13 stolen from plaintiffs were used to bankroll Gerald Raunhorst's new venture, Founder  
14 Properties, LLC, with Best Buy Founder Richard M. Schulze, which was started on or  
15 about March 12, 2010 with \$100 million in seed money.

16 137. For his entire working life Gerald Rauenhorst, as a beneficiary of the  
17 Trusts, lived by the tenet from the Bible at Micah 6:8 from the Old Testament, "You  
18 have been told, O man, what is good, and what the Lord requires of you: Only to do  
19 the *right* and to love *goodness*, and to walk humbly with your God." On the date  
20 Gerald Rauenhorst refused to honor the pension fund obligations of Opus West, on  
21 March 31, 2009, Gerald Rauenhorst no longer followed this tenet even though he  
22 proclaimed publicly that he did follow it.

23 138. Gerald Rauenhorst, as a beneficiary of the Trusts, refuses to pay the  
24 wages of plaintiffs and violates the tenet from the Bible at James 5:4 from the New  
25 Testament, which tenet he used to believe but no longer follows after March 31,  
26 2009: "Look! The wages you failed to pay the workmen who mowed your fields are  
27 crying out against you. The cries of the harvesters have reached the ears of the Lord  
28 Almighty." Gerald Rauenhorst changed his beliefs when he made transferring

1 plaintiffs' pension funds to himself and his family, and/or the Catholic Church and/or  
2 its affiliates or subsidiaries, his first priority, even though that would involve  
3 breaking the law.

4 139. Plaintiffs were required to retain the services of attorneys to prosecute  
5 this action and are entitled to reimbursement of their attorney's fees.

6 140. Accordingly, plaintiffs are entitled to treble damages, costs of suit, and  
7 reasonable attorney's fee pursuant to 18 U.S.C. § 1964(c).

8 141. The aforementioned acts of defendants, and each of them, were willful  
9 and fraudulent and malicious and oppressive. Plaintiffs are therefore entitled to  
10 punitive damages.

11 **WHEREFORE**, plaintiff prays for judgment against defendants, and each of  
12 them, as follows:

13 On the First and Third Causes of Action:

- 14 1. That the transfer from Opus West to defendant Opus and to defendant  
15 Grandchildren Trust and defendant Children Trust be set aside and  
16 declared void as to the plaintiffs herein to the extent necessary to satisfy  
17 plaintiffs' claims in the sum of \$32,430,098.59 plus interest thereon at  
18 the rate of ten percent per annum from March 31, 2009;
- 19 2. That the property in the hands of defendant Opus, defendant  
20 Grandchildren Trust and defendant Children Trust be attached in  
21 accordance with the provisions of Rule 64 of the Federal Rules of Civil  
22 Procedure and Sections 481.010 through 493.060 of the California Code  
23 of Civil Procedure;
- 24 3. That defendant Opus, defendant Grandchildren Trust, and defendant  
25 Children Trust be restrained from disposing of the property;
- 26 4. That a temporary restraining order be granted plaintiffs enjoining and  
27 restraining defendant Opus, defendant Grandchildren Trust, and  
28 defendant Children Trust, and their representatives, attorneys, and agents

1 from selling, transferring, conveying, or otherwise disposing of any of  
2 the property transferred;

- 3 5. That an order pendente lite be granted plaintiffs enjoining and  
4 restraining defendant Opus, defendant Grandchildren Trust, and  
5 defendant Children Trust and its representatives, attorneys, servants, and  
6 agents from selling, transferring, conveying, assigning, or otherwise  
7 disposing of any of the property transferred;
- 8 6. That an order be made declaring that defendant Opus, defendant  
9 Grandchildren Trust, and defendant Children Trust hold the property  
10 described above in trust for plaintiffs;
- 11 7. That defendants be required to account to plaintiffs for all profits and  
12 proceeds earned from or taken in exchange for the property described  
13 above;
- 14 8. For prejudgment interest at the legal rate from March 31, 2009;

15  
16 On the Second Cause of Action:

- 17 1. That the transfer from Opus West to defendant Opus and to defendant  
18 Grandchildren Trust and defendant Children Trust be set aside and  
19 declared void as to the plaintiffs herein to the extent necessary to satisfy  
20 plaintiffs' claims in the sum of \$32,430,098.59 plus interest thereon at  
21 the rate of ten percent per annum from March 31, 2009;
- 22 2. That the property in the hands of defendant Opus, defendant  
23 Grandchildren Trust and defendant Children Trust be attached in  
24 accordance with the provisions of Rule 64 of the Federal Rules of Civil  
25 Procedure;
- 26 3. That defendant Opus, defendant Grandchildren Trust, and defendant  
27 Children Trust be restrained from disposing of the property;
- 28 4. That a temporary restraining order be granted plaintiffs enjoining and

1           restraining defendant Opus, defendant Grandchildren Trust, and  
2           defendant Children Trust, and their representatives, attorneys, and agents  
3           from selling, transferring, conveying, or otherwise disposing of any of  
4           the property transferred;

5           5.     That an order pendente lite be granted plaintiffs enjoining and  
6           restraining defendant Opus, defendant Grandchildren Trust, and  
7           defendant Children Trust and its representatives, attorneys, servants, and  
8           agents from selling, transferring, conveying, assigning, or otherwise  
9           disposing of any of the property transferred;

10          6.     That an order be made declaring that defendant Opus, defendant  
11          Grandchildren Trust, and defendant Children Trust hold the property  
12          described above in trust for plaintiffs;

13          7.     That defendants be required to account to plaintiffs for all profits and  
14          proceeds earned from or taken in exchange for the property described  
15          above;

16          8.     For prejudgment interest at the legal rate from March 31, 2009;

17  
18    On the Fourth - Fifth Causes of Action:

- 19          1.     For general damages in a sum in excess of \$75,000.00;  
20          2.     For special damages in a sum in excess of \$75,000.00;  
21          3.     For exemplary and punitive damages;  
22          4.     For prejudgment interest at the legal rate from March 31, 2009;  
23          5.     For an order requiring defendants, and each of them, to show cause, if  
24          any they have, why they should not be enjoined, during the pendency of  
25          this action.

26  
27    On the Sixth Cause of Action:

- 28          1.     For general damages in a sum in excess of \$75,000;

- 1           2.     For an order requiring defendants, and each of them, to show  
2                     cause, if any they have, why they should not be enjoined, during  
3                     the pendency of this action.  
4

5     On the Seventh Cause of Action:

- 6           1.     For restitution to plaintiffs and disgorgement from defendants of all  
7                     funds unlawfully acquired by defendants by means of any acts or  
8                     practices declared by this Court to be violative of the mandate  
9                     established by California *Business and Professions Code*, Section 17200,  
10                    et seq. for a period commencing four years prior to the filing of this  
11                    action through final judgment;  
12           2.     For an Order enjoining defendants from further violating the applicable  
13                    provisions of the California *Labor Code* Sections 201 to 203, for  
14                    violating Civil Code Section 3439.04(a), and for violating 18 U.S.C. §  
15                    664.  
16           3.     For the appointment of a receiver to receive, manage and distribute any  
17                    and all funds disgorged from the defendants determined to have been  
18                    wrongfully acquired by the defendants as a result of violations of  
19                    California *Business and Professions Code*, Section 17200, et seq.;

20  
21  
22     On the Eighth Cause of Action:

- 23           1.     For all monies converted by the defendants with interest thereon;  
24           2.     For any and all profits whether direct or indirect, the defendants acquired  
25                    by their conversion;  
26           3.     For punitive and exemplary damages;

27  
28     On the Ninth Cause of Action:

1. For general damages in a sum in excess of \$75,000.00;
2. For special damages in a sum in excess of \$75,000.00;
3. For exemplary and punitive damages;
4. For prejudgment interest at the legal rate from March 31, 2009;

On the Tenth Cause of Action:

1. That the transfer from Opus West to defendant Opus and to defendant Grandchildren Trust and defendant Children Trust be set aside and declared void as to the plaintiffs herein to the extent necessary to satisfy plaintiffs' claims in the sum of \$32,430,098.59 plus interest thereon at the rate of ten percent per annum from March 31, 2009;
2. That the property in the hands of defendant Opus, defendant Grandchildren Trust and defendant Children Trust be attached in accordance with the provisions of Rule 64 of the Federal Rules of Civil Procedure;
3. That defendant Opus, defendant Grandchildren Trust, and defendant Children Trust be restrained from disposing of the property;
4. That a temporary restraining order be granted plaintiffs enjoining and restraining defendant Opus, defendant Grandchildren Trust, and defendant Children Trust, and their representatives, attorneys, and agents from selling, transferring, conveying, or otherwise disposing of any of the property transferred;
5. That an order pendente lite be granted plaintiffs enjoining and restraining defendant Opus, defendant Grandchildren Trust, and defendant Children Trust and its representatives, attorneys, servants, and agents from selling, transferring, conveying, assigning, or otherwise disposing of any of the property transferred;
6. That an order be made declaring that defendant Opus, defendant



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Grandchildren Trust, and defendant Children Trust hold the property described above in trust for plaintiffs;

7. That defendants be required to account to plaintiffs for all profits and proceeds earned from or taken in exchange for the property described above;
8. For prejudgment interest at the legal rate from March 31, 2009.

On the Eleventh Cause of Action:

1. For all monies converted by the defendants with interest thereon;
2. That a temporary restraining order be granted plaintiffs enjoining and restraining defendant Opus, defendant Grandchildren Trust, and defendant Children Trust, and their representatives, attorneys, and agents from selling, transferring, conveying, or otherwise disposing of any of the property embezzled;
3. That an order pendente lite be granted plaintiffs enjoining and restraining defendant Opus, defendant Grandchildren Trust, and defendant Children Trust and its representatives, attorneys, servants, and agents from selling, transferring, conveying, assigning, or otherwise disposing of any of the property transferred;
4. That an order be made declaring that defendant Opus, defendant Grandchildren Trust, and defendant Children Trust hold the property described above in trust for plaintiffs;
5. That defendants be required to account to plaintiffs for all profits and proceeds earned from or taken in exchange for the property described above;
6. For treble damages;
7. For punitive and exemplary damages;
8. For costs of suit;

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- 9. For reasonable attorney's fees.
- 10. For prejudgment interest at the legal rate from March 31, 2009.

On All Causes of Action:

- 1. For costs of suit herein incurred; and
- 2. For such other and further relief as the court deems just and proper.

DATED: June 28, 2010

Greg K. Hafif  
Charles E. Hill  
LAW OFFICES OF HERBERT HAFIF

By:   
 Greg K. Hafif, Esq.  
 Attorneys for Plaintiffs, JEFFERSON HILL,  
 TOM ROBERTS, PAUL MARSHALL,  
 THOMAS SCHAAL, JR, CHARLES VOGEL,  
 JOHN GREER, CLAIRE JANSSEN,  
 DANIEL HAUG, MATTHEW MONTGOMERY,  
 JAMES FRITCHER, SARA GORDON,  
 DON LITTLE, JR., GREG WATTSON,  
 JEFFERY DICKERSON, RANDY ACKERMAN,  
 and JEFF ROBERTS

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**DEMAND FOR JURY TRIAL**

Plaintiffs, JEFFERSON HILL, TOM ROBERTS, PAUL MARSHALL,  
THOMAS SCHAAL, JR, CHARLES VOGEL, JOHN GREER, CLAIRE JANSSEN,  
DANIEL HAUG, MATTHEW MONTGOMERY, JAMES FRITCHER, SARA  
GORDON, DON LITTLE, JR., GREG WATTSON, JEFFERY DICKERSON,  
RANDY ACKERMAN, and JEFF ROBERTS hereby demand a trial by jury.

DATED: June 28, 2010

Greg K. Hafif  
Charles E. Hill  
LAW OFFICES OF HERBERT HAFIF

By: \_\_\_\_\_



Greg K. Hafif, Esq.  
Attorneys for Plaintiffs, JEFFERSON HILL,  
TOM ROBERTS, PAUL MARSHALL,  
THOMAS SCHAAL, JR, CHARLES VOGEL,  
JOHN GREER, CLAIRE JANSSEN,  
DANIEL HAUG, MATTHEW MONTGOMERY,  
JAMES FRITCHER, SARA GORDON,  
DON LITTLE, JR., GREG WATTSON,  
JEFFERY DICKERSON, RANDY ACKERMAN,  
and JEFF ROBERTS