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8 Counsel for Defendant SACRAMENTO COUNTY
9 SHERIFFS' ASSOCIATION, INC.
10 d.b.a SACRAMENTO COUNTY
11 DEPUTY SHERIFFS' ASSOCIATION
12 a.k.a. SCDSA

13 UNITED STATES DISTRICT COURT
14 EASTERN DISTRICT OF CALIFORNIA

15 WILLIAM BARNSDALE, acting Vice-
16 president Sacramento County Deputy
17 Sheriffs' Association *et al.*,

18 Plaintiffs,

19 vs.

20 BRANNON POLETE, *et al.*

21 Defendants.

Case No.: :07-CV-01636-LKK-KJM

22 DEFENDANT SACRAMENTO
23 COUNTY SHERIFFS'
24 ASSOCIATION, INC. d.b.a
25 SACRAMENTO COUNTY
26 DEPUTY SHERIFFS' ASSOCIATION
27 a.k.a. SCDSA CROSS-COMPLAINT
28 AGAINST ALL NAMED
INDIVIDUAL DEFENDANTS

29 **SACRAMENTO COUNTY DEPUTY**
30 **SHERIFFS' ASSOCIATION, INC. d.b.a.**
31 **SACRAMENTO COUNTY DEPUTY**
32 **SHERIFFS' ASSOCIATION a.k.a. SCDSA,**

33 **Cross-Complainant**

34 **VS.**

35 **BRANNON POLETE; ANDREW**
36 **CROWLEY; MARLAN MEGGERS;**
37 **KATE ADAMS; LUCIUS WINN; WAYNE**
38 **EBE; JANET ROBERTS; MICHAEL**

1 **FREEWORTH; RALPH RODRIGUEZ;**)
 2 **SCOTT GURNABY; ANTHONY**)
 3 **COSTANZO; BRUCE WANNER; KEVIN**)
 4 **MICKELSON; MELODY LAFOND;**)
 5 **GREG COAUETTE,**)
 6 **Cross-Defendants**)

7 DEFENDANT SACRAMENTO COUNTY SHERIFFS' ASSOCIATION,
 8 INC. d.b.a SACRAMENTO COUNTY DEPUTY SHERIFFS' ASSOCIATION
 9 a.k.a. SCDSA, by and through it undersigned counsel, hereby Cross-Complains
 10 against BRANNON POLETE; ANDREW CROWLEY; MARLAN MEGGERS;
 11 KATE ADAMS; LUCIUS WINN; WAYNE EBE; JANET ROBERTS;
 12 MICHAEL FREEWORTH; RALPH RODRIGUEZ; SCOTT GURNABY;
 13 ANTHONY COSTANZO; BRUCE WANNER; KEVIN MICKELSON;
 14 MELODY LAFOND; GREG COAUETTE.

15 1. The averments of the Complaint filed in this action are incorporated herein
 16 as though fully set forth herein at length.

17 **BREACH OF FIDUCIARY DUTY TO CORPORATION**

18 2. Cross-Complainant SCDSA hereby incorporates by reference each and
 19 every allegation set forth in all pleadings on file thus far in this action, except any
 20 allegation attributing any liability, negligence or breach of contract of any kind to
 21 Cross-Complainant SCDSA., as though fully set forth herein.

22 3. At the time of the acts, omission, negligence or other improper conduct
 23 alleged by Plaintiffs, Cross-Defendants were officers and directors of Cross-
 24 Complaint to which they owed a duty of care, including a fiduciary duty not to
 25 cause any harm to the Corporation.

26 4. Cross-Defendants breached this duty of care.

27 5. Cross-Complainant SCDSA is informed and believes and thereon alleges
 28 that each Cross-Defendants are responsible in some manner for the occurrences
 herein alleged, including those alleged in the Complaint; that Cross-Complainant

1 SCDSA's damages are proximately caused thereby; and that said Cross-
2 Defendants, and each of them, acted or failed to act with the express or implied
3 consent, permission and authority, and at the insistence of each other; or in the
4 alternative, each Cross-Defendant breached their duty of care and fiduciary duty
5 owed to one another, and/or to Cross-Complainant SCDSA.

6 6. The principal complaint, alleges, among other things that Plaintiffs are
7 entitled to damages against Cross-Defendants.

8 7. Cross-Complainant SCDSA is entitled to damages against each individually
9 named Defendant in that liability would be based upon a derivative form of
10 liability not resulting from Cross-Complainant SCDSA's conduct; therefore,
11 Cross-Complainant SCDSA is informed and believes that each Cross-Defendant
12 should be required:

13 (1) To pay all judgments which is in proportion to the comparative conduct of that
14 Cross-Defendant in causing damages claimed.

15 (2) To reimburse Cross-Complainant SCDSA for any payments made for acts that
16 were *ultra vires*.

17 (3) Further, Cross-Complainant SCDSA has incurred expenses in the form of
18 attorney fees, court costs and other litigation expenses in response to Plaintiffs
19 Complaint, and for all other frivolous defensive actions filed in opposition to
20 President Fisk's Writ of Mandate. Accordingly, Cross-Complainant SCDSA is
21 entitled to recover from Cross-Defendants, and each of them, reasonable attorney
22 fees, court costs and other litigation expenses necessarily incurred in all litigation
23 commencing after President Fisk's unlawful suspension and expulsion.

24 (4) Repayment all ORT, UTO and all illegally accepted members dues money from
25 the County of Sacramento, including the expenditure of funds on mailing,
26 websites, and other propaganda mediums.

27 **42 U.S.C Section 1983**
28

1 8. Cross-Defendants, and each of them, illegally entered the premises of
2 SCDSA under color of authority, without a warrant or probable cause, and
3 confiscated property without due process, Cross-Complainant SCDSA has been
4 damaged according to proof.

5 Wherefore, Cross-Defendants requests:

- 6 1. Special Damages in excess of \$400,000.00
- 7 2. Attorney fees and costs according to proof and under RICO and 1983.

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9 Respectfully submitted,

10 Dated: August 8, 2007

/S/ Robert J. Saria

11 Attorney for Defendant/Cross-Complainant SCDSA
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