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and WISE EDUCATION TECHNOLOGY, INC.
7

8 SUPERIOR COURT OF CALIFORNIA PER LOCAL RULE, THIS
9 IN AND FOR THE COUNTY OF CONTRA COSTA DEPT. 2 FOR ALL
10 PURPOSES

11 DALE SKY JONES, and individual; and WISE
EDUCATION TECHNOLOGY, INC. (dba
12 OAKSTERDAM UNIVERSITY), a California
corporation,

13 Plaintiffs,

14 v.

15 ASEEM SAPPAL, an individual;
16 OAKSTERDAM, a California corporation; and
17 DOES 1 to 20, inclusive,

18 Defendants.
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Case No. **C19-01899-**

COMPLAINT FOR:

1. Declaratory Judgement;
2. Assault;
3. Breach of Oral Contract;
4. Breach of Implied Covenant of Good Faith and Fair Dealing;
5. Conversion (Honda Accord);
6. Defamation;
7. Intentional Infliction of Emotional Distress;
8. Breach of Fiduciary Duty of Loyalty;
9. Breach of Fiduciary Duty of Care;
10. Computer Fraud and Abuse in Violation of 18 U.S.C. § 1030(a)(2)(C);
11. Computer Fraud and Abuse in Violation of Penal Code § 502(c)(5);
12. Conversion (University's property);
13. Trademark Infringement in Violation of Business and Professions Code §§ 14200 et seq.;
14. Trademark Infringement in Violation of Lanham Act § 1114;
15. Intentional Interference With Prospective Economic Relations; and
16. Unfair Competition in Violation of Business and Professions Code §§ 1200 et seq.

**Exemplary Damages and Injunctive Relief Requested
Jury Trial Demanded**

1 reflected in seven years of near daily text messages.

2 5. Professionally, the two shared an office with glass walls and anyone walking by
3 could see right in. Plaintiff Jones birthed and nursed all three of her children while Defendant
4 Sappal was employed at the University. She brought her children to the office regularly and was a
5 dedicated nursing mother. As a medical doctor, he verbally encouraged Plaintiff Jones to nurse her
6 children at work and would often remark on what a better mother she was versus his own wife. His
7 comments made her uncomfortable, as Ms. Jones did not agree with the comparison nor did she
8 think it appropriate for the workplace. Their working relationship was seamless and fruitful for the
9 first few years, until Defendant Sappal began making sexually-charged comments about her
10 appearance and buying her gifts ranging from the silly (a coffee mug bearing the words “World’s
11 Hottest Chancellor” and a t-shirt “WWAD - What Would Aseem DO?”) to the lavish (a set of two
12 sapphire and diamond necklaces, a bracelet, a ring, and earrings).

13 6. In November 2015, while the pair were in Las Vegas on a business trip for the
14 University, Defendant Sappal battered Plaintiff Jones on the dance floor at a Las Vegas club within
15 the hotel where they held their educational event. In a jealous rage (brought about by him realizing
16 she was not placing her full attention upon him),he forcibly grabbed her by her jaw and throat,
17 yelling at her to never behave that way again. Plaintiff Jones responded by struggling to pull down
18 his forearm and pushed him away, telling him to never speak to her like that, or touch her in that
19 manner, again. Plaintiff Jones addressed his behavior the next day and Sappal claimed he was too
20 drunk to recall. Ultimately, Plaintiff Jones tried to ignore the dance floor attack as she did believe
21 him that he was too drunk to recall his own actions. Defendant Sappal is a heavy alcohol user and
22 was often drinking at work. After the attack, the inappropriate and increasingly sexual nature of
23 Defendant Sappal’s behavior toward Plaintiff Jones became a real problem. The battering on the
24 dance floor was the last time Plaintiff Jones interacted with Sappal socially without her husband or
25 other coworkers present.

26 7. At Christmas 2017, Defendant Sappal hung mistletoe from the ceiling above his own
27 desk and awaited her arrival in their shared office. Others present at the University, Peggy DeLapp
28 and “Big Mike” Parker, found the mistletoe first and suggested to Defendant Sappal to take it

1 down, which he refused to do. When Plaintiff Jones walked into the room a few minutes later and
2 saw the mistletoe, she immediately told Defendant Sappal that his behavior was inappropriate.
3 Plaintiff Jones felt insulted and embarrassed to see the mistletoe because, from her perspective, the
4 mistletoe indicated that Defendant Sappal thought that she was willing to be romantic outside the
5 bounds of her marriage and his.

6 8. Defendant Sappal conducted an abusive campaign of control and dominance over
7 Plaintiff Jones, a pattern that he knew that she was susceptible to because she had confided in him
8 about her previous marriage to a man who made her completely dependent on him and punished her
9 for exerting any of her own decision making authority. Following the raid, Plaintiff Jones had
10 confided in Defendant Sappal in detail about the captor/savior abuse dynamic that her previous
11 husband had subjected her to. The more Plaintiff Jones confided in Defendant Sappal, the easier it
12 was for him to repeat the same abusive pattern because she was giving him the playbook.

13 9. Defendant Sappal wanted more control of the University and of Plaintiff Jones. His
14 opportunities for increased influence came when Plaintiff Jones was experiencing two difficult
15 pregnancies and a sick infant that kept her away from the office. Defendant Sappal rearranged the
16 flow of information within the University to silo all decision-making through him. In her capacity
17 as Chief Executive Officer, if ever Plaintiff Jones were to make a decision without consulting him,
18 or worse, make a decision that was against his express wishes, Defendant Sappal would punish her
19 by sending long text messages about how “disappointed” he was in her decision-making, or how
20 “shocked” he was by her not consulting him. He would then pout and threaten to quit. Defendant
21 Sappal thus positioned himself as Plaintiff Jones’ captor, keeping her from information about her
22 own business and berating or belittling her for exercising her own power.

23 10. During the 2015 holiday season, Defendant Sappal demanded that Plaintiff Jones
24 give him a 30% interest in the corporation, or he would quit. Plaintiff Jones was wholly
25 uncomfortable with giving up any of the control of her company and refused to cave to his
26 demands. She then began looking for ways to gently exit Defendant Sappal from his role as the
27 Chief Financial and Operating Officer.

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1 11. Though tensions were high in their professional relationship, once Plaintiff Jones
2 became pregnant with her third child, a daughter, Defendant Sappal switched to savior mode. He
3 became her hero, taking on all things work-related and encouraging her to let him handle the
4 University. The baby was born unable to suckle and lost weight rapidly. Plaintiff Jones's doctor
5 ordered her to focus on feeding her daughter full-time. Upon her return from six months of fighting
6 for her newborn daughter's life, Plaintiff Jones returned to work to find that Defendant Sappal had
7 sorely mismanaged the University. Website developers had sued for a breached contract,
8 employees fled as they refused to work for Defendant Sappal, the University's books and records
9 were in shambles, as it turns out that Defendant Sappal misrepresented his qualifications to serve as
10 a Chief Financial Officer. As she uncovered more and more of Defendant Sappal's incompetence
11 at leading the University in her absence, Defendant Sappal's behavior toward her turned from
12 heroic to hostile.

13 12. Plaintiff Jones had by then imposed boundaries on their personal relationship in the
14 workplace, including a ban on gifts (following the lavish jewelry set).

15 13. The disdain in Defendant Sappal's communications became disturbing and caused
16 the two working together in the same office to be an untenable situation. Defendant Sappal had
17 offered to work from his home in Concord, California, and had many times previously done so, and
18 Plaintiff Jones took him up on that offer. Out of her friendship for him, she attempted to offer him
19 different roles within and without the University such that he could continue to work for the place
20 he loved and they could perhaps salvage their friendship that their professional relationship had
21 soured. Defendant Sappal repeatedly threatened to quit, which at the time when Plaintiff Jones was
22 dealing with pregnancy-related illness and a sick baby, played into the captor/savior dynamic.
23 Ultimately, they would make up and move on, whereupon Defendant Sappal would once again act
24 as her heroic savior.

25 14. By 2017, Defendant Sappal controlled the flow of information in her business and
26 could hold her hostage with his threats to quit.

27 15. Defendant Sappal often bragged about his martial arts training, insofar as he had a
28 black belt and used to run a dojo. He would often punch at Plaintiff Jones' face, stopping

1 centimeters before contacting her skin, in order to show how quick and strong he was and how he
2 could and would dominate her completely. Defendant Sappal spoke often of his interest in personal
3 defense weaponry. He even tried to gift her pepper spray and other weapons, but Plaintiff Jones
4 rejected these gifts on the basis that they were unsafe around her small children. Insistent upon
5 getting her alone and away from the office, Defendant Sappal often asked Plaintiff Jones to go to a
6 gym and work out with him, specifically wanting to spar and even, purchased a set of sparring
7 gloves for her. Plaintiff Jones declined all of these offers. After years of quietly rearranging the
8 conduits of power such that he was an effective information silo, Plaintiff Jones once again found
9 herself completely dependent upon a man intent upon exerting physical and mental power and
10 control over her, just as her ex-husband from a prior marriage had done, as if Defendant Sappal
11 read the ex-husband's play book. Plaintiff Jones struggled to find a way to keep Defendant Sappal
12 happy both personally and professionally, even though she was uninterested in anything more than
13 a platonic friendship with him and was not willing to give him a portion of her company. But she
14 could never assuage him, so he was able to continue to hold her hostage.

15 16. Unable to strike that delicate balance, Plaintiff Jones begrudgingly relieved
16 Defendant Sappal of his duties to the University on November 29, 2018. She did so in the office of
17 the University's outside counsel, as by then, Defendant Sappal's outright hostility toward her
18 caused her to be concerned that he might physically harm her when she fired him. Defendant
19 Sappal had been vocal over the years about his martial arts training and his interest in personal
20 defense weaponry. Her knowledge of Defendant Sappal's training, access to weapons, previous
21 battery (in Vegas), anger toward her both for rejecting him sexually and declining to allow him to
22 become her business partner, and his drinking problem all caused her to legitimately fear another
23 physical attack upon relieving him of his position with the University. Her fear for her own safety
24 (and his) also delayed the decision to remove him from his post. She was trapped.

25 17. Their relationship deteriorated completely after she let him go. In his absence,
26 Plaintiff Jones learned the extent of Defendant Sappal's breaches of his fiduciary duties to the
27 University and to her, thus culminating in the instant action.

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1 obsession with Plaintiff Jones and knows all the intimate details of her life and children. He may
2 even think he loved her. The feeling is not mutual, but platonic friendship did exist between them
3 for years.

4 32. Prior to filing this suit against Defendant, Plaintiff Jones entertained seeking a
5 restraining order against Defendant Sappal to ensure that he would not be permitted to harm her or
6 her family or her workplace employees. She also fears for his safety, and that of his wife and child.
7 Unfortunately, however, she is powerless to protect them from him. Defendant Sappal's mental and
8 physical health deteriorated over the years of their friendship and professional relationship.
9 Plaintiff Jones encouraged, allowed and gave paid time off for Defendant Sappal to tend to his and
10 his family's medical issues at his own will and schedule, however these opportunities, while fully
11 enjoyed by Plaintiff Sappal, were often harshly scorned verbally and in written communications.
12 When Defendant Sappal's father and their friend "Big Mike" Parker died within the same month,
13 Defendant Sappal's behavior became frighteningly hostile and abusive.

14 33. Plaintiff Jones has suffered extreme emotional distress due to the conduct of
15 Defendant Sappal.

16 **The Evolving Relationship of Plaintiff Jones and Defendant Sappal:**

17 34. Defendant Sappal was employed by University between 2011 and November 29,
18 2018. His first interactions with Plaintiffs were as a student in 2010, then as an intern for the
19 University starting in 2011. In 2011, both Plaintiff Jones and Defendant Sappal were employees of
20 SK Seymour and worked for Richard Lee. They started as colleagues and co-workers. Plaintiff
21 Jones became his supervisor in 2012. In 2013, he became the University's Chief Financial &
22 Operating Officer. By 2015, he had also assumed the role of Provost & Dean.

23 35. When Plaintiff Jones first met Defendant Sappal, the pair were mutually cordial and
24 professional. From December 2012 until November 2018 the two shared a fish-bowl office in a
25 high-traffic area (with glass walls, all staff had to walk by within a few feet to reach the stairs for

26 36. every entrance, egress, break or to complete their duties between the classroom and
27 their work-stations).

28 37. In April 2012, the University was raided by federal agents from the Drug

1 Enforcement Administration. See, The Associated Press, Federal Officials Raid Medical Marijuana
2 School in Oakland, The New York Times (April 2, 2012)
3 [https://www.nytimes.com/2012/04/03/us/medical-marijuana-training-school-in-oakland-is-](https://www.nytimes.com/2012/04/03/us/medical-marijuana-training-school-in-oakland-is-raided.html)
4 [raided.html](https://www.nytimes.com/2012/04/03/us/medical-marijuana-training-school-in-oakland-is-raided.html). Defendant Sappal, Plaintiff Jones, and “Big Mike” Parker were the only personnel
5 who returned to work at the University after the raid.

6 38. Their shared traumatic experience (i.e., federal agents storming their workplace and
7 forcibly removing all materials save for a few desk chairs), brought Defendant Sappal, Plaintiff
8 Jones and Mr. Parker together as comrades. Over the next three years, their friendship deepened.
9 Their families supported one another and shared in celebrating momentous life events.

10 39. However, since the Winter of 2015, Plaintiff Jones had increasingly struggled to
11 maintain a healthy, professional relationship with Defendant Sappal.

12 40. Defendant Sappal began giving Ms. Jones personal gifts in late 2013, or early 2014.
13 At first, the gifts were innocuous mementos appropriate for co-workers and friends to exchange
14 such as a scarf or a pen. But, as time marched on, his gifts became increasingly inappropriate.

15 41. In particular, he would gift Ms. Jones expensive jewelry (he told her that he
16 purchased matching jewelry for his wife as well). Plaintiff Jones informed Defendant Sappal
17 multiple times that she did not want to receive such gifts from him. The gifts continued
18 nonetheless.

19 42. Eventually, Plaintiff Jones had to impose a hardline rule of no gift giving between
20 them. The rule bothered Defendant Sappal. After the rule was imposed and enforced, he would
21 intermittently tell her that a gift he purchased for her was waiting in “Dale’s gift drawer” at his
22 home, and that she would never “see or receive it due to the stupid rule.” Plaintiff Jones was
23 greatly affected by his infantile statements: she felt guilty for asserting personal and professional
24 boundaries, and vomited frequently as a result of increased stress.

25 43. Starting in 2015, Defendant Sappal also began say things to Plaintiff Jones, like
26 “you’re a wonderful mother” and then speaking disparagingly of his own wife as professional
27 nurse, spouse, and parent. Having interacted with his wife, and developing deep affection for his
28 child, Plaintiff Jones felt extremely uncomfortable from Defendant Sappal’s unsolicited

1 comparisons of her to his own spouse. These comments made her even further uncomfortable
2 because she did not agree with his assessment and felt that parenting is difficult—especially for
3 working mothers.

4 44. Despite Plaintiff Jones’ assertion of personal boundaries, Defendant Sappal still
5 found ways to communicate his infatuation. He wrote her unsolicited notes emphasizing her
6 wonderful mothering, and expressing how she is “an amazing woman.” He signed them “with
7 love.”

8 45. Plaintiff Jones suffers from Cyclic Vomiting Syndrome, a disorder that causes
9 recurrent episodes of nausea, vomiting, and lethargy. The nausea and vomiting attacks are
10 triggered by stress. Her symptoms are exacerbated during pregnancy. During the gestation of her
11 third child, Plaintiff Jones vomited nearly every day from inception until birth.

12 46. After her birth, Plaintiff Jones’ youngest child became extremely ill. Accordingly,
13 Plaintiff Jones focused her attention on the needs of her family while depending on Defendant
14 Sappal, as Dean & Provost of the University, to continue running the University. During that time,
15 Defendant Sappal jeopardized the financial health of the University, and fostered a hostile working
16 environment.

17 47. When Ms. Jones refocused on the University, she realized that it had been
18 mismanaged during her leave. Employees expressed dissatisfaction with the working environment
19 that Defendant Sappal created and were leaving or gone. The University’s books were a mess, and
20 all information was siloed through Defendant Sappal. He redirected many administrative processes
21 to flow through him, and then refused to provide adequate status reports to Plaintiff Jones, other
22 University employees and service providers. He could not even be bothered to attend most
23 meetings.

24 48. Simultaneously, and frequently, Defendant Sappal threatened to quit. The threats
25 placed Plaintiff Jones in a very difficult position. If Defendant Sappal quit while she was needed
26 by her loved ones and could not be at the University, then her business would fall apart and that too
27 would negatively affect her employees and her own career. Ultimately, during that time period, it
28 seemed safer and easier to keep Defendant Sappal on and try to work with him rather than to work

1 without him. He had succeeded in his quest to make her almost entirely dependent on him, as he
2 knew she would become, due to the information he possessed about her previous abusive marriage.
3 The captor/savior abuse dynamic kept Plaintiff Jones paralyzed with respect to Defendant Sappal's
4 employment for years.

5 49. On November 29, 2018, the University terminated Defendant Sappal's employment
6 due to poor performance and breach of fiduciary duties.

7 **Conversion of University Property:**

8 50. After terminating Defendant Sappal's employment with the University for cause, it
9 realized that Defendant Sappal still possessed certain of its property. Namely, a brand new laptop
10 computer and keys to access the University building and records.

11 51. Plaintiffs demanded return of these items of personal property, but, Defendant
12 Sappal has refused to honor those requests.

13 **Defendant Sappal Filed a False Complaint With the California Department of Fair Housing
14 and Employment:**

15 52. On January 10, 2019, Defendant Sappal emailed Plaintiffs to retroactively assert that
16 Plaintiff Jones' behavior towards him made him "feel really uncomfortable" and "like sexual
17 harassment."

18 53. On March 12, 2019, Plaintiff filed a complaint with the Department of Employment
19 and Fair Housing. The complaint accuses the University of creating a hostile work environment,
20 subjecting him to sexual harassment, and terminating him as form of retaliation for resisting the
21 harassment perpetrated by Plaintiff Jones. He was issued a Right to Sue Notice on March 12, 2019.

22 **Breach of Oral Contract & Conversion of Plaintiff Jones' Honda Accord:**

23 54. Prior to his termination from employment with the University, Plaintiff Jones and
24 Defendant Sappal entered into an oral contract for the sale of Defendant Sappal's 1997 Honda
25 Accord (the "Honda Accord") to Plaintiff Jones. She agreed to pay him \$4,000.00 in exchange for
26 legal title and possession of the vehicle.

27 55. Between December 2017 and April 2018, Plaintiff Jones and her husband paid
28 Defendant Sappal \$2,500.00 in cash in two installments. On April 14, 2018, Plaintiff Jones paid

1 Defendant the remaining \$1,500.00 via personal check (No. 5057) which cleared.

2 56. Plaintiff Jones requested that Defendant Sappal relinquish legal title to the Honda
3 Accord to her, as its lawful owner having paid the sale price in-full as of April 14, 018, yet he
4 refused to do so. Consequently, Plaintiff Jones has not been able to acquire insurance on the
5 vehicle or update the registration. For these reasons, it may not be lawfully driven on California
6 roads and sits unused in her driveway. Defendant Sappal's refusal to complete his end of the
7 bargain has also forced the Jones family of 5 with two working professionals into a one-car
8 situation for nearly a year, causing increased daily difficulty and cost for Lyft rides.

9 **Defendant Sappal Filed a False Report With the Oakland Police Department:**

10 57. On September 13, 2019, Defendant Sappal filed a report with the Oakland Police
11 Department. He claimed that Plaintiff Jones and her husband had stolen the Honda Accord.

12 58. Plaintiff Jones and the University have a relationship with the Oakland Police
13 Department insofar as the University trains Oakland police officers on the subject of legal cannabis.
14 Defendant Sappal knows of Plaintiff Jones and the University's relationship with the Oakland
15 Police Department. Despite both parties having already hired attorneys to work out their disputes
16 and the parties attending a mediation on Monday September 9, 2019 before JAMS, Defendant
17 Sappal filed the police report just four days later in order to disrupt Plaintiff Jones and the
18 University's relationship with the Oakland Police Department. Defendant Sappal also knew that the
19 University had been applying to become trainers for the City of Oakland officials who need to learn
20 about legal cannabis.

21 **Breach of Fiduciary Duties, Intellectual Property Infringement & Tortious Interference With**
22 **Economic Advantage:**

23 59. While he had been employed as the Chief Financial and Operating Officer of the
24 University, and the Treasurer of the Corporation, Defendant Sappal made plans to start a
25 nursery/cultivation business in the cannabis industry with Mr. Parker. Plaintiff Jones did not object
26 at the time, as a new, separate venture with Mr. Parker could have been an elegant way for
27 Defendant Sappal to transition out of his role at the University while maintaining their personal
28 relationship. But, that business idea with Mr. Parker never went anywhere as he died before

1 completing the permitting process.

2 60. About a month after Plaintiff Jones terminated his employment, on December 21,
3 2018, Defendant Sappal incorporated Defendant Oaksterdam, a California corporation providing
4 education and instruction.

5 61. The University owns the OAKSTERDAM UNIVERSITY word trademark. It began
6 using OAKSTERDAM UNIVERSITY long before Defendant Usurper became operational in
7 December 2018. The University holds Federal Registration No. 5015899 for the word mark
8 OAKSTERDAM UNIVERSITY, and Federal Registration No. 5015898 for the design logo
9 OAKSTERDAM CAN NA BIS UNIVERSITY. The University also holds California Submission
10 No. 305864 for OAKSTERDAM, a word mark.

11 62. By incorporating under the name “Oaksterdam,” Defendants are infringing upon the
12 University’s intellectual property rights. Defendant Sappal knew that if he wished to use the name
13 “OAKSTERDAM” for any other venture, he would need to license it from the University as the
14 registered trademark owner. Defendant Sappal knew of the need to execute a licensing agreement
15 because he was in charge of the University’s trademarks and was involved in an email from the
16 University’s intellectual property counsel explaining as much. As the person for the University who
17 oversaw branding, Defendant Sappal had notice of the University’s pre-existing use of
18 OAKSTERDAM in California and globally. In other words, he intentionally infringed the
19 University’s brand and intellectual property.

20 63. The existence of Defendant Usurper in California has cost the University business
21 opportunities in 2019. Currently, Plaintiffs are working on a Request for Quote (or Proposal) for
22 the State of California Employment Development Department through which Plaintiffs will provide
23 training on cannabis policy and regulation to the Department. The University also has a
24 relationship with the Los Angeles Cannabis Task Force, to provide policy analysis and education.
25 The existence of Defendant Usurper has jeopardized Plaintiffs’ projects because regulators are
26 confused about which legal entity they should be/are working with.

27 64. Plaintiffs are pioneers in the burgeoning global cannabis industry. They are
28 researched constantly by potential students, government entities, and the press. In addition to

1 creating tort liability for Defendants, the brand confusion in the California marketplace created by
2 them exposes them to liability for trademark infringement.

3 65. Defendant Sappal also wrongfully released the University's valuable parking spaces
4 back to the garage owner months after his employment had ended and his authority to bind the
5 University had been revoked. There is currently a five-year waitlist to receive a designated parking
6 space near the University's campus in downtown Oakland, California. The loss of the coveted
7 parking spaces negatively affects the University's day-to-day operations and its ability to recruit
8 candidates to work at its downtown location.

9 66. Following his release from his position, Defendant Sappal continued to log into his
10 University email account. Defendant Sappal also changed the password to his account using his
11 personal Yahoo! email as the backup account. The University's techs discovered the unauthorized
12 access sometime later, and the University has expended over \$5,000 to research what Defendant
13 Sappal may have accessed or deleted after his authority to access had been terminated.
14 Additionally, Defendant Sappal holds the login credentials to the University's YouTube account
15 and refuses to provide the University with the login credentials to its own system.

16 **FIRST CAUSE OF ACTION**

17 **Declaratory Judgment**

18 (Plaintiff Jones against Defendant Sappal)

19 67. Plaintiffs incorporate by reference paragraphs 1 - 66 as if set forth in full herein.

20 68. A justiciable controversy exists as to whether Defendant Sappal owns any interest in
21 the University.

22 69. There is a present and actual controversy between Plaintiff Jones and Defendant
23 Sappal.

24 70. The parties' interests are adverse.

25 71. Defendant Sappal is threatens suit against Plaintiff Jones for breach of an oral
26 contract wherein she allegedly provided him with a 30% ownership interest in the University in
27 exchange for a significant pay-cut for his performance as Chief Financial and Operating Officer and
28 Dean & Provost of the University.

1 title and possession of the vehicle.

2 91. On or about April 14, 2018, Plaintiff Jones paid Defendant Sappal in-full for the
3 vehicle. Thus, Plaintiff Jones performed all, or substantially all, of the significant things required of
4 her under the terms of the oral contract (namely, to purchase the vehicle).

5 92. Plaintiff Jones requested that Defendant Sappal transfer title in the Honda Accord to
6 her multiple times throughout 2017. Defendant Sappal indicated many times that he would do so,
7 but never did. As a result, Plaintiff Jones is not able to insure the vehicle or use it as intended.

8 93. Defendant Sappal unfairly interfered with Plaintiff Jones' right to receive the benefit
9 of the oral contract (i.e., to lawfully drive the Honda Accord) by refusing to transfer title in the
10 vehicle to her after she paid for it in-full in April 2018.

11 94. Plaintiff Jones was harmed by Defendant Sappal's conduct,

12 95. As a direct, foreseeable, and proximate result of Defendant Sappal's breach of the
13 implied covenant of good faith and fair dealing, Plaintiff Jones has suffered damages entitling her
14 to recover damages in amounts according to proof at trial.

15 WHEREFORE, Plaintiff Jones prays for relief against Defendant Sappal as hereinafter set
16 for the.

17 **FIFTH CAUSE OF ACTION**

18 **Conversion (Honda Accord)**

19 (Plaintiff Jones against Defendant Sappal)

20 96. Plaintiffs incorporate paragraphs 1 - 95 as if set forth in full herein.

21 97. Plaintiff Jones purchased the Honda Accord from Defendant Sappal on or about
22 April 14, 2018 for \$4,000.00. Plaintiff Jones thus owns the Honda Accord.

23 98. Plaintiff Jones currently possesses the Honda Accord, but does not have proof of her
24 legal title to the vehicle (for example, a pink slip) because Defendant Sappal refused to transfer
25 title.

26 99. Defendant Sappal substantially interfered with Plaintiff Jones' property by
27 knowingly and intentionally refusing to transfer title to Plaintiff Jones. She demanded that he
28 transfer legal title to the Honda Accord to her multiple times throughout 2017 and 2018. Defendant

1 Sappal agreed to transfer title to Plaintiff Jones, indicated to her that he was in the process of
2 transferring title to her, yet, failed to do so. Defendant Sappal's refusal to transfer title to Plaintiff
3 Jones has prohibited her from lawfully driving the vehicle in California because she is unable to
4 have the vehicle insured and the registration tags are out of date. He also filed a false police report
5 with the Oakland Police Department alleging that Plaintiff Jones had stolen the Honda Accord.

6 100. Plaintiff Jones did not consent to Defendant Sappal's conduct.

7 101. Plaintiff Jones was harmed.

8 102. Defendant Sappal's conduct was a substantial factor in causing Plaintiff Jones'
9 harm.

10 WHEREFORE, Plaintiff Jones prays for relief against Defendant Sappal as hereinafter set
11 for the. Plaintiff Jones prays that Defendant Sappal will be required by the Court to transfer title for
12 the Honda Accord to her.

13 **SIXTH CAUSE OF ACTION**

14 **Defamation**

15 (Plaintiff Jones against Defendant Sappal)

16 103. Plaintiffs incorporate by reference paragraphs 1 - 102 as if set forth in full herein.

17 104. Defendant Sappal filed a report with the Oakland Police Department on September
18 13, 2019 making statements about Plaintiff Jones.

19 105. Defendant Sappal specifically named Plaintiff Jones in his statements to the Oakland
20 Police. He also provided them with her home address. Defendant Sappal knew that the Oakland
21 Police reasonably understood that his statements were about Plaintiff Jones.

22 106. In the report, Defendant Sappal stated that Plaintiff Jones had stolen the Honda
23 Accord. The Oakland Police reasonably understood his statements made to mean that Plaintiff
24 Jones had committed a crime of grand theft auto: that she did not own the subject Honda Accord,
25 that she had taken the Honda Accord without Defendant Sappal's permission, and that she had
26 refused to return it to him against his express wishes.

27 107. Defendant Sappal's statements were false.

28 108. Plaintiff Jones has been harmed by Defendant Sappal's false statements. Defendant

1 Sappal acted with malice, oppression, or fraud in filing a false police report against Plaintiff Jones.

2 WHEREFORE, Plaintiff Jones prays for relief against Defendant Sappal, including punitive
3 damages, as hereinafter set forth.

4 **SEVENTH CAUSE OF ACTION**

5 **Intentional Infliction of Emotional Distress**

6 (Plaintiff Jones against Defendant Sappal)

7 109. Plaintiffs incorporate by reference paragraphs 1 - 108 as if set forth in full herein.

8 110. Defendant Sappal repeatedly threatened to quit his roles for the University while
9 Plaintiff Jones was pregnant and terribly ill daily, and then while fighting for the life of her third
10 child. He also preyed upon her sensibilities as a domestic abuse survivor in order to obtain more
11 power over her personally, and her business. His technique included maintaining daily contact with
12 her, expressing his “disappointment” in her decision making no matter the choice, and frequently
13 demonstrating his physical prowess and martial arts skills by threatening to hit her but pulling back
14 at the last second. Finally, he filed a false report with the Oakland Police Department accusing
15 Plaintiff Jones of stealing the Honda Accord without regard for their oral contract.

16 111. Defendant Sappal’s conduct as alleged throughout this Complaint was outrageous.

17 112. Defendant Sappal intended to cause emotional distress to Plaintiff Jones by
18 maliciously mischaracterizing her breastfeeding of her children as salacious and sexually
19 provocative conduct in the workplace in order to justify patently false allegations of sexual
20 harassment and retaliation.

21 113. At all relevant times herein, Plaintiff Jones’ breastfeeding of her children was
22 protected conduct under California law. Furthermore, at all relevant times, Plaintiff Jones would
23 cover-up her chest and the head of her nursing child with a shawl, scarf, or other clothing item, in
24 order to maintain decorum and reduce the opportunity for others to be offended or disturbed by the
25 natural process of breastfeeding.

26 114. Plaintiff Jones suffered severe emotional distress.

27 115. Defendant Sappal’s conduct was a substantial factor in causing Plaintiff Jones’
28 severe emotional distress.

1 123. Plaintiffs were harmed.

2 124. Defendant Sappal's conduct was a substantial factor in causing Plaintiffs' harm.

3 WHEREFORE, Plaintiffs pray for relief against Defendant Sappal as hereinafter set forth.

4 **NINETH CAUSE OF ACTION**

5 **Breach of Fiduciary Duty of Care**

6 (Plaintiffs against all Defendant Sappal)

7 125. Plaintiffs incorporate paragraphs 1 - 124 as if set forth in full herein.

8 126. Defendant Sappal was the University's Chief Financial Officer and Operator
9 between 2015 and November 29, 2018.

10 127. Throughout 2016, 2017, and 2018, Defendant Sappal fostered a hostile working
11 environment at the University. During Defendant Sappal's tenure as Chief Financial and Operating
12 Officer and Dean & Provost, the University incurred multiple liabilities for wage and hour
13 violations under California law, and claims under the Fair Employment and Housing Act related to
14 gender discrimination and retaliation.

15 128. Defendant Sappal also failed to adequately perform the financial oversight duties of
16 his office. The University's financial records and books were not orderly, consistent, or
17 conforming to established principles of accounting. Multiple contractors and employees were not
18 timely compensated for their job performance. Defendant Sappal withheld this information from
19 Plaintiffs, or actively obscured their ability to learn of these liabilities.

20 129. Defendant Sappal failed to act as a reasonably careful corporate officer would have
21 acted under the same or similar circumstances.

22 130. Defendant Sappal's conduct harmed Plaintiffs by exposing them to liabilities under
23 the Labor Code, Fair Employment and Housing Act, and other applicable laws governing
24 employer-employee or employer-contractor relationships.

25 131. Defendant Sappal's conduct was a substantial factor in causing Plaintiffs' harm.

26 WHEREFORE, Plaintiffs pray for relief against Defendant Sappal as hereinafter set forth.

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1 **TENTH CAUSE OF ACTION**

2 **Computer Fraud and Abuse in Violation of 18. U.S.C. § 1030(a)(2)(C)**

3 (Plaintiff Wise Education Technology, Inc. against Defendant Sappal)

4 132. Plaintiffs incorporate paragraphs 1 - 131 as if set forth in full herein.

5 133. Defendant Sappal intentionally accessed the University's Internet-connected recently
6 purchased laptop computer after he was relieved of his position and his authority to access that
7 computer system had been revoked. Defendant Sappal acted with the knowledge that his taking of
8 the laptop, and using it and accessing the University's information stored therein, was exceeding his
9 authorized access by retrieving business data that belongs to and is controlled by the University.

10 134. Defendant Sappal continued to login to his University email account and changed
11 the password to that account after he was no longer employed by the University and his authority to
12 access the University's email system had been revoked.

13 135. Defendant Sappal continues to withhold the login credentials to the University's
14 YouTube account, a protected computer system belonging to the University for which his authority
15 to access had been revoked upon his termination. The YouTube account is an important marketing
16 tool for the University.

17 136. Defendant Sappal caused, without authorization, an interruption of service, by
18 transmitting codes or commands that confiscated all the University data on the laptop computer and
19 prohibited the University from accessing the laptop.

20 137. The University requested and demanded return of the laptop and data. Defendant
21 Sappal refused.

22 138. The Computer Fraud and Abuse Act, though a criminal statute, permits a plaintiff to
23 bring a civil action if the plaintiff suffers damages or loss, and incurs no less than \$5,000.00 within
24 a one-year period.

25 139. The University suffered damages, as defined in the Computer Fraud and Abuse Act,
26 because Defendant Sappal locked it out of its systems, refused to return the laptop, and on
27 information and belief as the investigation continues, removed data or impaired the availability of
28 or integrity of data belonging to the University. The University has spent over \$5,000 in an effort to

1 determine the scope of Defendant Sappal's unauthorized intrusion into the University's protected
2 computer systems.

3 140. The University suffered loss, as defined in the Computer Fraud and Abuse Act to
4 mean any reasonable cost to the victim, because the unavailability of their data and the disruption of
5 their business relationships related to the data. The University suffered additional loss in the form
6 of additional costs to replace data and systems, and the value of time spent by the University and its
7 staff addressing this matter, as well as paying attorneys to address the problem.

8 141. On information and belief, the value of losses described in the preceding paragraphs
9 easily exceeds \$5,000.00, and all relevant actions took place within the past year.

10 WHEREFORE, Plaintiffs pray for relief against Defendant Sappal as hereinafter set forth.

11 **ELEVENTH CAUSE OF ACTION**

12 **Computer Fraud and Abuse in Violation of Cal. Penal Code § 502(c)(2)**

13 (Plaintiff Wise Education Technology, Inc. against Defendant Sappal)

14 142. Plaintiffs incorporate paragraphs 1 - 141 as if set forth in full herein.

15 143. Defendant Sappal intentionally accessed the University's Internet-connected laptop
16 computer, email system, and YouTube channel. On information and belief, Defendant Sappal acted
17 with the knowledge that his taking of the laptop, and using it and accessing the University's
18 information stored therein, was exceeding his authorized access by retrieving business data that
19 belongs to and is controlled by the University.

20 144. The University is an authorized user of the laptop computer described in this Cause
21 of Action because it is the owner of the laptop.

22 145. The University requested and demanded return of the laptop and data. Defendant
23 Sappal refused.

24 146. The Comprehensive Computer Data Access and Fraud Act, though a criminal
25 statute, permits a plaintiff to bring a civil action if the plaintiff suffers damage or loss. The statute
26 does not contain a minimum statutory minimum amount of damages. It also authorizes awards of
27 punitive damages and attorney's fees to a prevailing plaintiff.

28 147. The University suffered damage because Defendant Sappal locked it out of systems

1 and removed data, on information and belief, impairing the availability and integrity of data.

2 148. The University suffered loss due to the unavailability of their data and disruption of
3 its access to its systems. This impaired its business relationships. The University suffered
4 additional loss in the form of additional costs to replace the data and systems, and the value of time
5 spent by University employees to address this matter.

6 149. Defendant Sappal's conduct was oppressive, self-dealing, malicious and fraudulent,
7 thereby justifying an award of exemplary damages against him sufficient to punish him and deter
8 future conduct of this type.

9 150. Defendant Sappal's conduct is a valid basis for attorneys' fees under the
10 Comprehensive Computer Data Access and Fraud Act.

11 WHEREFORE, Plaintiffs pray for relief against Defendant Sappal as hereinafter set forth.

12 **TWELFTH CAUSE OF ACTION**

13 **Conversion (University's property)**

14 (Plaintiff Wise Education Technology, Inc. against Defendant Sappal)

15 151. Plaintiffs incorporate paragraphs 1 - 150 as if set forth in full herein.

16 152. The University purchased a laptop computer for Defendants Sappal to use while
17 performing work for the University, and provided him with a key to the building.

18 153. Defendant Sappal substantially interfered with the University's property by
19 knowingly and intentionally refusing to return the property to it. The University demanded that he
20 return the computer and key multiple times during 2018 and 2019.

21 154. The University did not consent to Defendant Sappal's conduct.

22 155. The University was harmed.

23 156. Defendant Sappal's conduct was a substantial factor in causing the University's
24 harm.

25 WHEREFORE, Plaintiff Wise Education Technology, Inc. prays for relief against
26 Defendant Sappal as hereinafter set for the. Plaintiff Wise Education Technology, Inc. prays that
27 Defendant Sappal will be required by the Court to return all of its property.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Trademark Infringement in Violation of Business and Professions Code §§ 14200 et seq**

3 (Plaintiff Wise Education Technology, Inc. against all Defendants)

4 157. Plaintiffs incorporate paragraphs 1 - 156 as if set forth in full herein.

5 158. Business and Professions Code sections 14200 through 14272 and California
6 common law both afford the owner of a trademark (either by common law rights or registration of
7 the trademark with the California Secretary of State) the right to exclusive use of the trademark for
8 the given type of business.

9 159. The University owns the OAKSTERDAM work mark under California law based
10 on: (a) prior use within the State of California (and globally), creating common law rights; (b)
11 registration of the mark with the California Secretary of State (Submission No. 305864); and (c)
12 registration of OAKSTERDAM UNIVERSITY, and the corresponding logo, with the United States
13 Patent and Trademark Office (respectively, Registrations 5015899 and 5015898).

14 160. The University's marks are used throughout California, and the world, in connection
15 with educational goods and services.

16 161. As the officer for the University in charge of obtaining and monitoring branding and
17 intellectual property rights, Defendant Sappal (and through him, as its sole director and officer,
18 Defendant Usurper) had knowledge of Plaintiffs' existing ownership interests in the
19 OAKSTERDAM trademark.

20 162. Since at least December 21, 2018, Defendants have used the University's marks in
21 the San Francisco Bay Area, and likely throughout California, in connection with educational and
22 instruction goods and services.

23 163. Defendants' use to the mark in California is likely to cause confusion among
24 ordinary consumers in California as to the source, sponsorship, affiliation, or approval of the goods
25 and services sold.

26 164. The University has been harmed by Defendants' use of the OAKSTERDAM mark
27 and therefore it should be awarded damages in an amount according to proof at trial.

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1 165. Defendants' infringement of the University's trademark warrants an award of treble
2 damages.

3 166. The University lacks an adequate remedy at law because of the irreparable and
4 unquantifiable injury that results from trademark infringement. Infringement on a trademark
5 creates a presumption of irreparable harm. Accordingly, this Court should enjoin Defendants' use
6 of the OAKSTERDAM mark in California.

7 WHEREFORE, Plaintiff Wise Education Technology, Inc. prays for relief against
8 Defendant Sappal as hereinafter set forth.

9 **FOURTEENTH CAUSE OF ACTION**

10 **Trademark Infringement in Violation of Lanham Act § 1114**

11 (Plaintiff Wise Education Technology, Inc. against all Defendants)

12 167. Plaintiffs incorporate paragraphs 1 - 166 as if set forth in full herein.

13 168. OAKSTERDAM UNIVERSITY is a valid, protectable word trademark registered
14 with the United States Patent and Trademark Office (Registration No. 5015899). Likewise,
15 OAKSTERDAM CAN NA BIS UNIVERSITY is a valid, protectable design trademark registered
16 with the United States Patent and Trademark Office (Registration No. 5015898).

17 169. The University owns the name "Oaksterdam" as both a word and design trademark,
18 and uses it to sell educational goods and services.

19 170. Defendants use the name "Oaksterdam" in California without the University's
20 consent, and in a manner that is likely to cause confusion among ordinary consumers of education
21 goods and services in the United States, and globally, as to the source, sponsorship, affiliation, or
22 approval of the goods sold.

23 171. The University has been harmed economically by Defendants' use of the
24 OAKSTERDAM mark and should be awarded damages in an amount according to proof at trial.

25 172. As the officer for the University in charge of obtaining and monitoring branding and
26 intellectual property rights, Defendant Sappal (and through him, as its sole director and officer,
27 Defendant Usurper) had knowledge of Plaintiffs' existing ownership interests in the
28 OAKSTERDAM trademarks.

1 173. Defendants' knowing infringement of the University's trademarks warrants an award
2 of treble damages.

3 174. Defendants have been enriched wrongfully by usurping the University's hard-earned
4 good will with consumers of educational goods and services, and therefore, Defendants' profits
5 should be disgorged and awarded to the University.

6 175. The University has already incurred, and will continue to incur, significant costs in
7 prosecuting Defendants' willful infringement of the OAKSTERDAM marks. This Court should
8 award the University is reasonable attorney's fees and costs incurred in prosecuting Defendants'
9 infringement of the OAKSTERDAM marks.

10 176. The University lacks an adequate remedy at law because of the irreparable and
11 unquantifiable injury that results from trademark infringement. Infringement on trademarks creates
12 a presumption of irreparable harm. Accordingly, this Court should enjoin Defendants' use of the
13 OAKSTERDAM mark.

14 WHEREFORE, Plaintiff Wise Education Technology, Inc. prays for relief against
15 Defendant Sappal as hereinafter set forth.

16 **FIFTEENTH CAUSE OF ACTION**

17 **Intentional Interference With Prospective Economic Advantage**

18 (Plaintiff Wise Education Technology, Inc. against Defendants)

19 177. Plaintiffs incorporate by reference 1 - 176 as if set forth in full herein.

20 178. The University and the Los Angeles Cannabis Task Force were in an economic
21 relationship that probably would have resulted in an economic benefit to the University. The
22 University and the State of California Employment Development Department were also in an
23 economic relationship that probably would have resulted in an economic benefit to the University.

24 179. Defendant Sappal (and through him, as its sole director and officer, the Usurper)
25 knew of these relationships.

26 180. Defendants engaged in providing educational and instruction services under the
27 same name as the University, and attempted to establish a commercial cannabis business also under
28 the same name as the University from, on information and belief, 2017 to the present.

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9. For such other relief as the Court deems just and proper.

Dated: September 16, 2019

AD ASTRA LAW GROUP, LLP

By  _____

Katy M. Young
Hannah M. Stitt
Attorneys for Plaintiffs DALE SKY JONES
and WISE EDUCATION TECHNOLOGY, INC.
(dba OAKSTERDAM UNIVERSITY)

DEMAND FOR TRIAL BY JURY

Plaintiffs DALE SKY JONES and WISE EDUCATION TECHNOLOGY, INC. (dba OAKSTERDAM UNIVERSITY) hereby demand a trial by jury.

Dated: September 16, 2019

AD ASTRA LAW GROUP, LLP

By  _____

Katy M. Young
Hannah M. Stitt
Attorneys for Plaintiffs DALE SKY JONES
and WISE EDUCATION TECHNOLOGY, INC.
(dba OAKSTERDAM UNIVERSITY)