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1 CHRISTINA M. DENNING, ESQ. (Bar No. 211137)  
denningc@higgslaw.com  
2 HIGGS FLETCHER & MACK LLP  
401 West "A" Street, Suite 2600  
3 San Diego, CA 92101-7913  
TEL: 619.236.1551  
4 FAX: 619.696.1410

CLERK'S OFFICE  
CENTRAL DIVISION

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CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

5 Attorneys for Plaintiff  
6 JENNIFER MOORES

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
9 CENTRAL DIVISION

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11 JENNIFER MOORES, an individual,  
12 Plaintiff,

CASE NO. 37-2017-00029991-CU-BC-CTL

COMPLAINT FOR:

13 v.  
14 MONIKA KONIA, an individual;  
ABC PROFESSIONAL SUPERVISED  
15 CHILD VISITATION PROVIDERS, LLC, a  
California limited liability company; and  
16 DOES 1 through 20, inclusive,  
17 Defendants.

- (1) BREACH OF CONTRACT;
- (2) BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING;
- (3) NEGLIGENCE;
- (4) NEGLIGENCE PER SE;
- (5) INTENTIONAL MISREPRESENTATION;
- (6) NEGLIGENT MISREPRESENTATION;
- (7) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS;
- (8) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
- (9) UNFAIR BUSINESS PRACTICES;
- (10) WILLFUL MISCONDUCT; and
- (11) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS.

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24 Plaintiff Jennifer Moores, through her attorney of record, alleges as follows:

25 GENERAL ALLEGATIONS

26 1. Venue is proper in this court because the incidents took place in and one or more  
27 defendants reside within this judicial district.

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1           2.       Plaintiff Jennifer Moores (“Moores”) is, and at all times mentioned was, an  
2 individual residing in Cardiff, California.

3           3.       Defendant ABC Professional Supervised Child Visitation Providers, LLC  
4 (“ABC”) is, and at all times mentioned was, a limited liability company duly organized under the  
5 laws of the State of California.

6           4.       Defendant Monika Konia (“Konia”) is, and at all times mentioned was, an  
7 individual residing in San Diego, California. Konia is, and at all times mentioned was, the  
8 director of ABC.

9           5.       Plaintiff does not know the true names and capacities of defendants sued as DOES  
10 1 through 20, and therefore sues them by fictitious names. Plaintiff is informed and believes  
11 DOES 1 through 20 are in some way liable to Plaintiff for the causes of action below. Plaintiff  
12 will seek leave to amend this complaint when the true names and capacities of these defendants  
13 have been ascertained.

14           6.       At all times mentioned, each Defendant was an agent, principal, representative,  
15 alter ego and/or employee of the others and each was at all times acting within the course and  
16 scope of said agency, representation and/or employment and with the permission of the others.

17           7.       At all times mentioned in this Complaint, Konia, ABC and DOES 1 through 20  
18 owed a duty to exercise the reasonable degree of knowledge and skill that is ordinarily possessed  
19 and exercised by others in the same or similar locality in similar circumstances.

20           8.       ABC is vicariously liable for the acts and omissions of Konia and DOES.

21           9.       In 2016, Moores entered a written payment agreement (“Agreement”)  
22 with ABC whereby ABC agreed to provide visitation services in exchange for payment by  
23 Moores. True and correct copies of the Agreement and the Rules and Guidelines referenced in  
24 the Agreement are attached as Exhibit A to this complaint and incorporated by reference as  
25 though set forth in full at this point.

26           10.      ABC committed to compliance with Standard 5.2 of the California Rules of Court  
27 (Standards of Judicial Administration). ABC represented that all providers were trained and  
28 administer all of the rules and guidelines of Standard 5.2. In compliance with Standard 5.2, ABC

1 committed to conduct a comprehensive intake and screening of both parties, which includes all  
2 court orders. ABC held itself out as a neutral third party, whose providers document the behavior  
3 of the custodial and non-custodial parents in their interactions with children in compliance with  
4 Standard 5.2. In compliance with Standard 5.2, ABC committed to keep accurate records of  
5 visits, which include activities, violations, significant incidents as well as compliance. In  
6 compliance with Standard 5.2, ABC committed to provide court reports upon request, detailing  
7 the observations of what was seen and heard during the visits.

8 11. Konia is a member of the Supervised Visitation Network (“SVN”), a multi-  
9 national non-profit membership organization. On the SVN website, Konia advertises the  
10 following program information:

11 *ABC Visitation Services provides professional supervised visitation*  
12 *services. We adhere to the standards of practice set forth in FC*  
13 *3200.5 and rule 5.20 of the Standards of Judicial Administration.*  
14 *We also follow and implement the standards of practice as outlined*  
15 *by SVN.*

16 12. SVN standards of practice include the following:

17 *10.1 Purpose This section sets forth the duties and obligations of*  
18 *providers regarding program fees and the collection of fees. 10.2*  
19 *General Policy 1) All providers must establish written policies and*  
20 *procedures regarding fees for service, including the amount and*  
21 *collection of fees and consequences for failure to pay. 2) The*  
22 *provider’s policies regarding all fees must be discussed with each*  
23 *parent prior to the beginning of service.*

24 *11.3 General Staff Screening All applicants, both paid and unpaid*  
25 *positions, must complete a criminal background check and child*  
26 *abuse and neglect screening and clearance or the equivalent*  
27 *screening in each local jurisdiction before a final decision to hire the*  
28 *applicant is made.*

*11.4 General Qualifications for All Providers All staff, including*  
*paid and unpaid personnel, must meet the following minimum*  
*qualifications: 1) Maintain a neutral role; 2) Have no conflict of*  
*interest as outlined in section 3.5; 10) Be adequately trained to*  
*provide the supervised visitation services offered by the provider (see*  
*section 12.0 in this document).*

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1 13. SVN Ethical Values and Principals include:

2 **3. Value: Ethical Behavior**

3 *Ethical Principle: A member behaves in a manner consistent with the*  
4 *mission and core values of the Supervised Visitation Network.*

5 *A member remains aware of ethical principles and alert to ethical*  
6 *dilemmas and uses this awareness to guide their practice of*  
7 *supervised visitation. A member considers the implications of his/her*  
8 *actions and decisions on clients, colleagues, agencies, and on*  
9 *him/herself.*

10 14. SVN Ethical Standards include:

11 **1. Misrepresentation, Fraud, and Dishonesty**

12 *A member clearly states his/her purpose and intent for offering a*  
13 *service. A member does not participate in, or practice dishonest,*  
14 *fraudulent or deceptive activities.*

15 *A member does not exploit or take unfair advantage of persons over*  
16 *whom they have supervisory, evaluative, or other authority such as*  
17 *clients, students, supervisees, employees and colleagues.*

18 *A member providing direct services, consultation, or training or*  
19 *acting in another role, represents him/herself, his/her role and*  
20 *responsibilities, services provided, and results to be achieved*  
21 *accurately. He/she acknowledges the extent and limits of his/her*  
22 *skills, qualifications, education, credentials, competence and*  
23 *affiliations. A member neither claims nor implies professional*  
24 *qualifications exceeding those he/she possesses and is responsible*  
25 *for correcting any misrepresentations of his/her qualifications by*  
26 *others.*

27 *A member who offers supervised visitation training:*

- 28 • *Provides information about his/her own training and experience;*
- *Acknowledges sources from which training content and materials are drawn;*
- *States clearly what minimum requirements or guidelines for best practice, if any, the training meets;*
- *Notes what professional curriculum, if any, the training is based on; and*



- *Avoids using terms such as "certification," "recognized," or "approved" unless authorized to do so by an appropriate governmental body or professional organization.*

### **3. Conflict of Interest**

*A member has an obligation to be alert to, avoid, inform and take reasonable steps to resolve potential conflicts of interest. In some cases, protecting a client's interests may require not accepting or terminating a professional relationship with proper referral of the client.*

*A member is alert to the possibility that advocating for a client may create a conflict of interest.*

*A member does not engage in dual or multiple relationships with a client or former client in which there is a risk of exploitation or potential harm to the client. Dual or multiple relationships occur when a member relates to a client in more than one relationship, whether professional, social or business. Dual or multiple relationships can occur simultaneously or consecutively. In instances when dual or multiple relationships are unavoidable, a member alerts all those involved in the supervised visitation to the dual or multiple relationship, takes appropriate steps to protect clients, and sets clear and culturally sensitive boundaries for proceeding from that point.*

### **4. Ethical Conduct**

*A member who is concerned whether he/she is facing an ethical dilemma should seek consultation.*

*A member, who becomes aware that he/she has violated this code, will cease the violation and will seek assistance through consultation or other remedial measures.*

*A member who becomes aware of a violation of the Code by another member must:*

- *Attempt to resolve the issue by bringing their concern to the attention of that member, and/or*
- *Notify the Board of SVN or any committee created to respond to ethical violations, and/or*
- *Notify any licensing or credentialing entity that has jurisdiction.*

*A member will be careful to preserve confidentiality when taking any of the above steps.*

1 *A member defends and assists a colleague whom he/she believes has*  
2 *been unjustly charged with unethical conduct.*

3 **9. Confidentiality**

4 *A member protects the confidentiality of clients and colleagues and*  
5 *informs clients of their rights to privacy and the limits of*  
6 *confidentiality when receiving supervised visitation services. A*  
7 *member does not discuss confidential information in public settings.*

8 *A member is careful about relaying information about one*  
9 *participant to another.*

10 *A member protects the privacy and confidentiality of clients and*  
11 *colleagues in any contact with the media.*

12 *A member protects the privacy and confidentiality of clients and*  
13 *colleagues in the maintenance of records and the electronic*  
14 *transmission of information.*

15 *A member does not solicit private information from clients unless is*  
16 *it essential to providing services or conducting evaluation or*  
17 *research.*

18 15. As evidenced by several text messages by Konia to monitor Leyla Kabbon, Konia  
19 disparaged Moores and clearly was partial to the noncustodial parent, Karl Eckstine:

20 *She [Moores] could care less about her son she just wants to win*  
21 *that's in her blood. At all costs. And nobody's going to get in her*  
22 *way. And she doesn't care if she has to lie cheat and steal and she*  
23 *has a over \$10 billion to spend to accomplish her goal. You are*  
24 *making a completely wrong assumption. She's not normal And as*  
25 *much as people criticize the court system, if the court system didn't*  
26 *protect that fathers rights he would be nowhere.*

27 *In order to get hired by Jen you have to check the box that says*  
28 *"snake."*

16. Konia directed another monitor to speak with the noncustodial parent's parents  
[Nana and her husband] to check the noncustodial parent's emails and intervene in the legal  
proceedings to assist Konia. She also expressed concern that Moores would "win:"

*Can you please tell nana to ck Karl's email now? Tell them I am close*  
*to dropping this case due to stress and need some support... Please*

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*have her [Nana] talk to her husband. If they want to keep me I need an intervention from their attorney or I am gone.*

*Please tell [Nana] to read letter.*

*Susan has it but don't tell them that yet.*

*And by the way I adore those grandparents. They are amazing You can tell then that.*

*Please let her [Nana] know that this is all I ask; so kind of insulation and protection from judge so hs attorney needs to identify burkes behavior as harassment. Otherwise he and jen will win.*

17. Konia stated that she was inclined to blackmail Moores' attorney:

*And then we got Danburk [Moores' attorney, Dan Burke] to bleed her [Moores] of money that unethical a piece of shit I can't wait till he's brought down. I'm going to send you what I sent to Susan tonight about his history. Just so you know.*

*With all honesty my inclination is to blackmail him or mention in someway that I should expose him for that incident. That looks like he's the devil incarnate.*

18. Konia claimed that her texts with another monitor were private and more or less directed her to not save them:

*The texts I have with you are private.*

*Ok you don't need to save them*

19. Defendants failed to disclose fees that would be charged to Moores for travel and failed to disclose that high conflict cases are more costly than others. Defendants continued to provide services despite an obvious conflict.

**FIRST CAUSE OF ACTION**

**(Breach of Contract - Against ABC and DOES 1 through 20)**

20. Moores realleges and incorporates herein by this reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

1 21. Moores performed all conditions, covenants and promises required on her part to  
2 be performed in accordance with the terms and conditions of the Agreement, or was excused from  
3 performance.

4 22. ABC breached the Agreement by, among other things, failing to document the  
5 behavior of the parent and child, charging Moores for expenses that were not identified in the  
6 Agreement, charging Moores for visits that never took place or that were properly cancelled,  
7 allowing supervisors to act as a go-between on adult matters (legal and financial) not pertinent to  
8 the supervisor's role as a monitor, and allowing monitors to make and tolerate disparaging  
9 remarks about Moores.

10 23. Due to ABC's breaches, Moores overpaid ABC. Further, ABC's meddling in  
11 adult matters and its failure to accurately document visits have jeopardized Moores' position in  
12 her divorce proceedings. Moores has suffered and will suffer financial detriment and/or a  
13 compromised custody arrangement as a result of ABC's breaches of the Agreement.

14 24. As a direct and proximate result of ABC's breaches, Moores has been damaged in  
15 a sum not yet fully ascertained and according to proof at trial, but at least \$25,000.00, together  
16 with interest at the maximum legal rate from dates according to proof.

17 **SECOND CAUSE OF ACTION**

18 **(Breach of the Implied Covenant of Good Faith and Fair Dealing - Against ABC and**  
19 **DOES 1 through 20)**

20 25. Moores realleges and incorporates herein by this reference each and every  
21 allegation contained in the preceding paragraphs as though fully set forth herein.

22 26. Moores and ABC entered the Agreement, a valid contract.

23 27. In addition to the above-referenced breaches of contract, ABC breached the  
24 implied covenant of good faith and fair dealing by deliberately contravening the intent and spirit  
25 of the contract through both its actions and omissions discussed herein, which conduct was not in  
26 good faith.

27 28. ABC was the party in the superior position, and wrongfully committed acts and  
28 omissions in a manner that compromised Moores' benefits under the Agreement.

1           29.     ABC’s wrongful conduct includes without limit, failing to follow Court orders,  
2 failing to follow Standard 5.2, failing to document the behavior of the non-custodial-parent and  
3 child, charging Moores for expenses that were not identified in the Agreement, charging Moores  
4 for visits that never took place or that were properly cancelled, allowing supervisors to act as a  
5 go-between on adult matters (legal and financial) not pertinent to the supervisor’s role as a  
6 monitor, and allowing monitors to make and tolerate disparaging remarks about Moores.

7           30.     ABC’s acts and omissions were unfaithful to the purpose of the Agreement and  
8 Moores’ justified expectation of ABC’s compliance with all court orders, standards and code  
9 sections.

10          31.     Moores has suffered and will suffer financial detriment and/or a compromised  
11 custody arrangement as a result of ABC’s breaches of the Agreement.

12          32.     As a direct, proximate and legal result of ABC’s breach of this covenant, Moores  
13 has been damaged in a sum not yet fully ascertained and according to proof at trial, but at least  
14 \$25,000.00, together with interest at the maximum legal rate from dates according to proof.

15                           **THIRD CAUSE OF ACTION**

16                           **(Negligence - Against Konia, ABC and DOES 1 through 20)**

17          33.     Moores realleges and incorporates herein by this reference each and every  
18 allegation contained in the preceding paragraphs as though fully set forth herein.

19          34.     Defendants ABC and Konia had a duty to provide professional visitation services  
20 within industry standard, the standards set forth in the Family Code and the Standards of Judicial  
21 Administration and within the standards of practice as outlined by the Supervised Visitation  
22 Network.

23          35.     Defendants breached their duties by, including without limit, failing to follow  
24 Court orders, failing to follow Standard 5.2, failing to document the behavior of the non-  
25 custodial-parent and child, charging Moores for expenses that were not identified in the  
26 Agreement, charging Moores for visits that never took place or that were properly cancelled,  
27 allowing supervisors to act as a go-between on adult matters (legal and financial) not pertinent to

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1 the supervisor's role as a monitor, and allowing monitors to make and tolerate disparaging  
2 remarks about Moores.

3 36. As a direct and/or proximate result of the negligence of Defendants, Moores has  
4 suffered and will suffer financial detriment and/or a compromised custody arrangement in a sum  
5 not yet fully ascertained and according to proof at trial, but at least \$25,000.00, together with  
6 interest at the maximum legal rate from dates according to proof.

7 **FOURTH CAUSE OF ACTION**

8 **(Negligence Per Se - Against Konia, ABC and DOES 1 through 20)**

9 37. Moores realleges and incorporates herein by this reference each and every  
10 allegation contained in the preceding paragraphs as though fully set forth herein.

11 38. Defendants ABC and Konia had a duty to provide professional visitation services  
12 within the standards set forth in the Family Code, including without limit Family Code section  
13 3200.5, and the Standards of Judicial Administration 5.20.

14 39. Defendants breached their duties by, including without limit, failing to follow  
15 applicable laws, failing to document the behavior of the non-custodial-parent and child, failing to  
16 keep complete records, charging Moores for expenses that were not identified in the Agreement,  
17 failing to disclose all terms of the Agreement, failing to properly train and supervise employees,  
18 charging Moores for visits that never took place or that were properly cancelled, allowing  
19 supervisors to act as a go-between on adult matters (legal and financial) not pertinent to the  
20 supervisor's role as a monitor, allowing monitors to make and tolerate disparaging remarks about  
21 Moores, failing to avoid conflicts of interests, affirmatively discussing the merits of the case with  
22 one party over another, taking sides with one party, discussing the court case and possible future  
23 outcomes, and failing to ensure court orders were followed.

24 40. As a direct and/or proximate result of the negligence of Defendants, Moores has  
25 suffered and will suffer financial detriment and/or a compromised custody arrangement in a sum  
26 not yet fully ascertained and according to proof at trial, but at least \$25,000.00, together with  
27 interest at the maximum legal rate from dates according to proof.

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**FIFTH CAUSE OF ACTION**

**(Intentional Misrepresentation - Against Konia, ABC and DOES 1 through 20)**

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41. Moores realleges and incorporates herein by this reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

42. Defendants and each of them, in the course of their business, knowingly and/or with insufficient basis or information to make the representation, and with the intent to defraud, engaged in multiple acts, practices and schemes which operated as a fraud and deceit by false representations known to be false or omissions of material facts where Defendants should have otherwise made full disclosures of facts known to them.

43. Specifically, Defendants did not include in the pay agreement the per mile charge and that there would be an inflated fee for “high conflict” cases. Defendants also represented that substitutes for Konia were competent, yet the substitutes were not trained or vetted, failed to sign requisite documents and failed to ensure competent notes in this “high-conflict” case were recorded.

44. Such representations and omissions were intended to cause Moores to rely on them, and Moores did reasonably rely on them. In reliance on Defendants’ statements, Moores retained and continued utilizing the services of Defendants.

45. As a direct and/or proximate result of the intentional misrepresentations of Defendants, Moores has suffered and will suffer financial detriment and/or a compromised custody arrangement in a sum not yet fully ascertained and according to proof at trial, but at least \$25,000.00, together with interest at the maximum legal rate from dates according to proof.

46. As fully set forth above, Defendants acted with oppression, fraud and malice. Defendants requests an award of exemplary and punitive damages for the sake of example and by way of punishing Defendants, in an amount sufficient to deter continued or future similar conduct.

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1 **SIXTH CAUSE OF ACTION**

2 **(Negligent Misrepresentation - Against Konia, ABC and DOES 1 through 20)**

3 47. Moores realleges and incorporates herein by this reference each and every  
4 allegation contained in the preceding paragraphs as though fully set forth herein.

5 48. Defendants did not include in the pay agreement the per mile charge  
6 and that there would be an inflated fee for “high conflict” cases. Defendants also represented that  
7 substitutes for Konia were competent, yet the substitutes were not trained or vetted, failed to sign  
8 requisite documents and failed to ensure competent notes in this “high-conflict” case were  
9 recorded.

10 49. Defendants’ representations were not true.

11 50. Even if Defendants honestly believed that the representations were true,  
12 Defendants had no reasonable grounds for believing the representations were true when they were  
13 made to Moores.

14 51. Defendants intended that Moores rely on the representations.

15 Moores reasonably relied on Defendants’ representations.

16 52. Moores was harmed in an amount to be proven at trial, in excess of \$25,000.00.

17 53. Moores’ reliance on Defendants’ representations was a substantial factor in  
18 causing Moores’ harm.

19 **SEVENTH CAUSE OF ACTION**

20 **(Intentional Infliction of Emotional Distress - Against Konia, ABC and DOES 1 through 20)**

21 54. Moores realleges and incorporates herein by this reference each and every  
22 allegation contained in the preceding paragraphs as though fully set forth herein.

23 55. Konia engaged in an outrageous course of conduct directed towards Moores.  
24 Specifically, her conduct was extreme and outrageous because she took advantage of Moores’  
25 financial status, talked behind her back (i.e., that she had billions and billions of dollars) and had  
26 ex parte communications with the noncustodial parent.

27 56. In emotionally harming Moores, Konia abused her position as a monitor. Konia  
28 knew or should have known her conduct would cause Moores severe emotional distress.



1 57. Konia intended to cause harm to Moores and acted with reckless disregard that  
 2 Moores would suffer emotional distress.

3 58. As a result of Konia’s conduct, Moores has suffered severe emotional distress.  
 4 Konia’s actions were done knowingly, willfully and with malicious intent, and Moores is entitled  
 5 to punitive damages according to proof at trial.

6 59. As a direct and proximate result of the intentional infliction of emotional distress,  
 7 Moores suffered damages, including without limit, legal expenses and emotional suffering.  
 8 Accordingly, Moores is entitled to special, general and punitive damages according to proof at  
 9 trial, together with interest at the maximum legal rate from dates according to proof. She is also  
 10 entitled to recover attorneys’ fees.

11 **EIGHTH CAUSE OF ACTION**

12 **(Negligent Infliction of Emotional Distress - Against Konia, ABC and DOES 1 through 20)**

13 60. Moores realleges and incorporates herein by this reference each and every  
 14 allegation contained in the preceding paragraphs as though fully set forth herein.

15 61. Konia engaged in negligent conduct when she did not refrain from emotionally  
 16 harming Moores.

17 62. Moores, as a result, suffered severe emotional distress.

18 63. Konia’s negligent conduct was the cause for Moores’ severe emotional distress.

19 64. As a direct and proximate result of the negligent infliction of emotional distress,  
 20 Moores suffered damages, including without limit, legal expenses and emotional suffering.  
 21 Accordingly, Moores is entitled to special and general damages according to proof at trial,  
 22 together with interest at the maximum legal rate from dates according to proof.

23 **NINTH CAUSE OF ACTION**

24 **(Unfair Business Practices - Against Konia, ABC and DOES 1 through 20)**

25 65. Moores realleges and incorporates herein by this reference each and every  
 26 allegation contained in the preceding paragraphs as though fully set forth herein.

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1 66. The Defendants engaged in numerous acts and practices as described herein.  
2 These acts constitute business practices subject to the unfair competition statute under California  
3 Business & Professions Code ("B&P") section 17200.

4 67. The Defendants' business practices were unlawful and deceptive.

5 68. As a direct and proximate result of the foregoing conduct, Moores has suffered  
6 actual damages to be determined by this Court according to proof.

7 **TENTH CAUSE OF ACTION**

8 **(Willful Misconduct - Against Konia, ABC and DOES 1 through 20)**

9 69. Moores realleges and incorporates herein by this reference each and every  
10 allegation contained in the preceding paragraphs as though fully set forth herein.

11 70. Defendants willfully, maliciously and recklessly engaged in the acts and omissions  
12 alleged above with wanton disregard for the physical and financial safety of others. Defendants  
13 knew or should have known that Moores would be damaged financially and that injury to her  
14 child was probable as a result of ABC's failure to screen, monitor, train and supervise its  
15 employees.

16 71. Defendants consciously failed to take action to avoid damages to Moores.  
17 Specifically, and among other things, Defendants should have followed court orders, accurately  
18 documented visits, vetted and trained monitors and refrained from taking sides. Instead, she  
19 knowingly disregarded a minor's safety. In other words, they intentionally cut corners to make  
20 their job easier and in retaliation against Moores, who Konia believed had "billions and billions"  
21 of dollars. Defendants had to have known that such actions could cause grave consequences to a  
22 minor and Moores.

23 71. As a direct and proximate result of Defendants' willful misconduct, Moores has  
24 been damaged, causing economic damages and non-economic damages to be determined  
25 according to proof.

26 72. Moores is also entitled to punitive damages in an amount appropriate to punish and  
27 set an example of Defendants in that their reckless behavior was malicious, oppressive and

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1 accomplished with wanton disregard for the well-being and safety of others and was despicable  
2 by community standards.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Intentional Interference With Contractual Relations - Against Konia and DOES 1 through**  
5 **20)**

6 73. Moores realleges and incorporates herein by this reference each and every  
7 allegation contained in the preceding paragraphs as though fully set forth herein.

8 74. The Agreement was a contract between Moores and ABC.

9 75. Konia knew of the Agreement.

10 76. Konia's conduct prevented performance and made performance more expensive  
11 and more difficult.

12 77. Konia intended to disrupt the performance of this contract or knew that disruption  
13 of performance was certain or substantially certain to occur.

14 78. Moores was harmed by Konia's conduct. Such conduct included without limit,  
15 interfering with applicable laws, interfering with the documentation of behavior of the non-  
16 custodial-parent and child, failing to keep complete records, charging Moores for expenses that  
17 were not identified in the Agreement, failing to and interfering with the disclosure of all terms of  
18 the Agreement, failing to and interfering with the proper training and supervising of employees,  
19 charging Moores for visits that never took place or that were properly cancelled, allowing  
20 supervisors to act as a go-between on adult matters (legal and financial) not pertinent to the  
21 supervisor's role as a monitor, allowing monitors to make and tolerate disparaging remarks about  
22 Moores, failing to avoid conflicts of interests, affirmatively discussing the merits of the case with  
23 one party over another, taking sides with one party, improperly interfering with the Court case  
24 and possible future outcomes, and failing to and interfering with the carrying out of Court orders.

25 79. Konia's conduct was a substantial factor in causing Moores' harm.

26 80. As a direct and proximate result of Konia's interference, Moores has been  
27 damaged, causing economic damages and non-economic damages to be determined according to  
28 proof.

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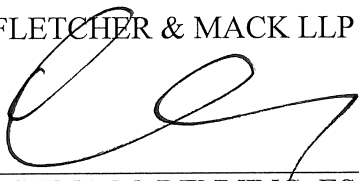
81. Moores is also entitled to punitive damages in an amount appropriate to punish and set an example of Konia in that her reckless behavior was malicious, oppressive and accomplished with wanton disregard for the well-being and safety of others and was despicable by community standards.

ON ALL CAUSES OF ACTION:

- 1. For economic damages;
- 2. Non-economic damages;
- 3. For costs of suit;
- 4. For interest according to the law;
- 5. For attorneys' fees according to the law;
- 6. For punitive damages; and
- 7. For any other and further relief the court deems just.

DATED: August 15, 2017

HIGGS FLETCHER & MACK LLP

By:   
 CHRISTINA M. DENNING, ESQ.  
 Attorneys for Plaintiff  
 JENNIFER MOORES

113285-00001  
8078916.1

# **EXHIBIT A**

# ABC Visitation Services

## PAYMENT AGREEMENT

I, (PRINT NAME) JENNIFER MOORES, understand that I am responsible for the fees incurred as result of receiving Supervised Visitation Services from Monika Konia.

### Read and initial each of the following items:

- I am the (Circle) Non-custodial (NCP) or Custodial Parent **(CP)**.
- I understand that each party is responsible to pay for their own Orientation fee unless the Court Order specifies that one (1) party is responsible for "all the fees/100% of fees."
- I understand that I am responsible to pay my own late fee.
- I understand that I am responsible to pay for ½ of the Court Report that is requested.
- I understand that I am responsible to pay 100% of the fees for my own cancellation of scheduled visitation if less than one (1) week (seven days) advance notice is given. If cancellation occurs on short notice for sickness, change in work schedule or car breakdown, **documentation must be provided.**
- I understand that the cost of Supervised Visitation is Sixty dollars (60) per hour. The NCP is responsible to pay the full fees unless the Court Order specifies that the costs are to be split between the parties or that the CP is responsible for "all fees/%100 of the fees.
- I understand that there is there is a two (2) hour minimum of supervised parenting time.
- I understand that an additional drive fee may be assessed if the visit occurs outside of fifteen-mile radius of the supervisor's base area.
- I understand that a holiday rate of double will apply to visits scheduled on Christmas Eve, Christmas, Easter, Thanksgiving, Yom Kippur and Passover.
- I have received a copy of the Rules and Guidelines

J. Moore  
Client Signature

12/7/16  
Date

# ABC Visitation Services

A Professional Agency

PO Box 27332

San Diego, CA 92198

858-395-8211

## Orientation Rules & Guidelines

### PURPOSE

1. My primary responsibility is to provide a neutral, safe and stress-free environment for children to be able to continue with, reunite in or initiate a family relationship with the non-custodial parent (NCP).
2. Children's need for a sense of dependability and predictability is greatly increased during family transitions. Therefore, all of my policies are designed to support and encourage consistency and routine for children.
3. I regard the mental and emotional health of children as the most important aspect of my work.

### SERVICES

4. Supervised parenting time includes complete observation of the entire period of contact between the NCP and the child/ren.
5. I shall not intervene or interact during supervised parenting time unless there is a health or safety issue for the child or the supervised parent is violating a policy.
6. I shall observe and document verbal and non-verbal behavior of parents and children throughout each visit using an activity report.

### SUPERVISOR'S RESPONSIBILITIES

7. I shall not speak to the adults about any aspect of the case/situation in front of the child/ren. Please do not attempt to do so. I will address any concerns regarding the visit/exchange *privately*.
8. I shall not act as a go-between on any adult matter not pertinent to my role as a monitor, which includes legal and/or financial business of any kind.
9. All activities during supervised parenting time must be of a see-all and hear-all nature as it relates to any physical and verbal contact between the supervised parent and the child/ren.
10. Supervised parents must keep all communications in the Here and Now, without reference to the past or future.
11. Discussions about the past or future will not be allowed and are grounds for the visit being terminated.
12. I may terminate a visit if the child/ren appear to be over-stressed or if a supervised parent will not comply with my request to stop inappropriate behavior.

### POLICIES

13. The use of alcohol and other drugs is prohibited within a 24-hour period of the scheduled visit or exchange.
14. Disparaging remarks and intentional disrespect, whether communicated verbally or non-verbally, toward any adult party will not be tolerated.

Initial 

- 15 There is to be no contact between a CP and an NCP to and from the visitation site or within a two-mile radius of the site before, during or after a scheduled family visitation.
- 16 If an NCP is late, the CP must wait at least 15 minutes for him/her to arrive.
- 17 The CP should arrive at least five (5) minutes prior to the actual visit time in order to be considered ON TIME.
- 18 The NCP should arrive at or five minutes after the scheduled visitation time in order to be considered ON TIME. Arrival and departure times are mentioned in all Court Reports.
- 19 Unless prohibited or specified otherwise by Court Order, NCP will transport the supervisor and Children to designated locale where visit will take place.
- 20 Guests are at the discretion of the supervisor unless prohibited by Court Order.

**FEES**

- 21 Payment for services is due in advance of your appointment.
- 22 Administrative fees are paid by the party that incurs them: this includes late fees (arrivals outside of the above mentioned times), cancellation fees and court report/memo fees.
- 23 Any legal party may request Court reports, but the fees are split between the adult parties receiving services. If one party refuses to pay and the other party assumes full financial responsibility; this is noted in the report.
- 24 Cancellation fees are equal to 100% of the fee that would have been paid if the service had been provided.

**NEXT STEPS**

- 25 Orders for supervised visitation are normally reviewed by Family Court Services or the Court every 90-180 days.
- 26 An adult party must request a Family Court Services appointment and/or court date. When you have a date scheduled, request a Court Report from me and arrange payment.

  
 CLIENT SIGNATURE

Jennifer Moore  
 PRINT NAME

12/7/16  
 DATE

\_\_\_\_\_  
 MONIKA KONIA

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 DATE



# **EXHIBIT B**

FILED  
NORTH COUNTY DIVISION

2016 DEC -1 PM 4: 21

(41)  
CLERK-SUPERIOR COURT  
SAN DIEGO COUNTY, CA

1 Gordon D. Cruse, CLFS (State Bar No. 110387)  
GORDON D. CRUSE, APLC  
2 402 West Broadway, Suite 1210  
San Diego, California 92101-3910  
3 Phone: (619) 696-9922  
4

5 Attorney for Respondent  
6  
7

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
9  
10

11 In Re Marriage of:	)	Case No. DN 185986
12 KARL ECKSTINE	)	<i>Amended</i>
13           Petitioner	)	[PROPOSED] ORDER AFTER
14           and	)	EX-PARTE HEARING
15 JENNIFER MOORES	)	DATE: November 11, 2016
16           Respondent.	)	TIME: 9:00 A.M.
17	)	DEPT. JAMS (telephonic)

18       On November 11, 2016, this matter came on Respondent's ex-parte  
19 application for hearing. After considering the pleadings filed  
20 herein, and good cause appearing therefore, it is hereby ordered:

21       1. This order clarifies the Order After Ex-Parte Hearing from the  
22 ex-parte on October 7, 2016 and Gwen Brooks shall not automatically  
23 be replaced on November 20, 2016.

24       2. Gwen Brooks shall remain as the professional supervisor in  
25 this matter until further written agreement or Court order.

26       3. The supervisor shall submit a written report every two weeks.  
27 All email, text or other communications between either party and the  
28 supervisor shall be copied to the other party. All e-mail, text or

1 other communication between either party's attorney(s) or respective  
2 consultants and experts (including, but not limited to, Dr. Steven  
3 Doyne, Dr. Lori Love, and Dr. Jay Dess) shall be copied to the other  
4 party's attorney. Consistent with Paragraph 3.Q. of the May 25, 2016  
5 Order, the supervisor shall direct both parents to the Talking Parents  
6 website for all co-parenting communications. All other provisions of  
7 Paragraph 3.E. (i) of the May 25, 2016 Order shall remain in full force  
8 and effect.

9 MANDATORY CUSTODY FINDINGS FAMILY CODE §3048

10 4. The parties stipulate that the Court shall make the following  
11 findings:

12 (1) This Court has jurisdiction over the minor child, as  
13 California is the child's home state.

14 (2) The parties were personally present at the execution of  
15 this agreement, both have knowledge of their right to a  
16 hearing in this matter and both waive their right to the  
17 hearing based upon the agreements set forth herein. The  
18 parties agree the habitual residence of the children in the  
19 United States of America.

20 (3) Both parties acknowledge being advised that any violation  
21 of this order may result in civil or criminal penalties or  
22 both.

23 5. *Monica Konia or her staff may provide*  
24 *back up supervision when Mrs. Brooks is unavailable*  
25 *If either party requests a change in supervisor or*  
26 *the visitation/exchange protocol, it must be by*  
27 */// a noticed R.F.D.,*

28 *///*

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6. All other Court Orders not in conflict with the above shall remain in full force and effect.

IT IS SO ORDERED:

DATED: 11/10/16

*Comm. Glennie J. ...*  
JUDGE OF THE SUPERIOR COURT

1 Gordon D. Cruse, CFLS SBN 110387  
Gordon D. Cruse APLC  
2 402 West Broadway, Suite 1210  
San Diego, CA 92101-8508

3 Telephone: 619-696-9922  
4 Fax: 619-696-0586

5 Attorney for Jennifer Moores  
6  
7

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO  
9 Family Law Court

10  
11 In re the Marriage of )  
12 Petitioner: KARL ECKSTINE )  
13 and )  
14 Respondent: JENNIFER MOORES. )

Case No. DN185986

STIPULATION TO RESOLVE ISSUES  
IN BOTH REQUESTS FOR ORDER SET FOR  
HEARING ON JANUARY 11, 2017

15 Date: 1/11/2017  
16 Time: 9:00 a.m.  
Dept: JAMS

17  
18 It is here by stipulated by and between the parties as follows:

19 1. Ms. Monika Konia shall forthwith replace Ms. Gwen Brooks as the visitation supervisor in this  
20 matter and maintain and comply with all prior orders regarding notices, communications with parties and  
21 counsel and the filing of bi-weekly reports. Ms. Konia is charged with the responsibilities as a professional  
22 visitation supervisor as required by California Rule of Court Standard 5.20.

23 2. Ms. Jona Bolling shall not be present at any visitation between Petitioner and the minor child,  
24 Coleton Eckstine subject to paragraph 3 below.

25 3. Petitioner shall not replace Jana Bolling nor hire any other professional or paid person to watch,  
26 oversee, monitor or observe Ms. Konia or any other court appointed visitation supervisor in this case without  
27 an order of the court allowing same. The application for which may be made on a properly noticed ex parte  
28 hearing.

1 4. Nothing herein shall prohibit Petitioner from having family and friends present during his visits  
2 with the minor child, Coleton Eckstine.

3 5. Respondent shall make a interim contribution to Petitioner's attorneys fees and costs of  
4 \$175,000.00 and shall pay same by check to the office of Amanda Harris by January 31, 2017.

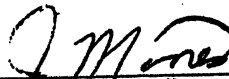
5 6. All other orders not inconsistent with this order shall remain in full force and effect.

6 7. Family Code § 3048: This court has jurisdiction to make child custody orders in this case under  
7 the Uniform Child Custody Jurisdiction and Enforcement Act, Family Code § 3400 et sec. The responding  
8 party had notice and opportunity to be heard as provided by the laws of the State of California. The country  
9 of habitual residence of the minor child in this case is the United States. If a party violates this order you  
10 may be subject to civil or criminal penalties, or both.

11 8. The court reserves jurisdiction over the Petitioner's request to modify visitation exchanges.

12 It is so stipulated:

13 Dated: 1-10-17

  
\_\_\_\_\_  
Jennifer Modres, Respondent FAX/ELECTRONIC SIGNATURE

14 FAX/ELECTRONIC SIGNATURE

15 Dated: \_\_\_\_\_

\_\_\_\_\_  
Karl Eckstine, Petitioner

FAX/ELECTRONIC SIGNATURE

16  
17 Dated: 1-10-17

  
\_\_\_\_\_  
Gordon D. Cruse, Attorney for Respondent

18  
19 Dated: \_\_\_\_\_

\_\_\_\_\_  
Amanda L. Harris, Attorney for Petitioner

20  
21 IT IS SO ORDERED:

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judicial Officer of the Superior Court

1 4. Nothing herein shall prohibit Petitioner from having family and friends present during his visits  
2 with the minor child, Coleton Eckstine.

3 5. Respondent shall make a interim contribution to Petitioner's attorneys fees and costs of  
4 \$175,000.00 and shall pay same by check to the office of Amanda Harris by January 31, 2017.

5 6. All other orders not inconsistent with this order shall remain in full force and effect.

6 7. Family Code § 3048: This court has jurisdiction to make child custody orders in this case under  
7 the Uniform Child Custody Jurisdiction and Enforcement Act, Family Code § 3400 et sec. The responding  
8 party had notice and opportunity to be heard as provided by the laws of the State of California. The country  
9 of habitual residence of the minor child in this case is the United States. If a party violates this order you  
10 may be subject to civil or criminal penalties, or both.

11 8. The court reserves jurisdiction over the Petitioner's request to modify visitation exchanges.

12 It is so stipulated:

13 Dated: 1-10-17

**FAX/ELECTRONIC SIGNATURE**

\_\_\_\_\_  
Jennifer Moores, Respondent

14  
15 Dated: 1/10/17



**FAX/ELECTRONIC SIGNATURE**

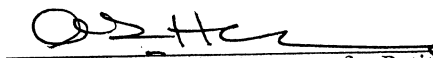
\_\_\_\_\_  
Karl Eckstine, Petitioner

16  
17 Dated: 1-10-17

**FAX/ELECTRONIC SIGNATURE**

\_\_\_\_\_  
Gordon D. Cruse, Attorney for Respondent

18  
19 Dated: 1/10/17



\_\_\_\_\_  
Amanda L. Harris, Attorney for Petitioner

20  
21 IT IS SO ORDERED:

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judicial Officer of the Superior Court

1 4. Nothing herein shall prohibit Petitioner from having family and friends present during his visits  
2 with the minor child, Coleton Eckstine.

3 5. Respondent shall make a interim contribution to Petitioner's attorneys fees and costs of  
4 \$175,000.00 and shall pay same by check to the office of Amanda Harris by January 31, 2017.

5 6. All other orders not inconsistent with this order shall remain in full force and effect.

6 7. Family Code § 3048: This court has jurisdiction to make child custody orders in this case under  
7 the Uniform Child Custody Jurisdiction and Enforcement Act, Family Code § 3400 et sec. The responding  
8 party had notice and opportunity to be heard as provided by the laws of the State of California. The country  
9 of habitual residence of the minor child in this case is the United States. If a party violates this order you  
10 may be subject to civil or criminal penalties, or both.

11 8. The court reserves jurisdiction over the Petitioner's request to modify visitation exchanges.

12 It is so stipulated:

FAX/ELECTRONIC SIGNATURE

13 Dated: 1-10-17

Jennifer Moores, Respondent

14

15 Dated: 1/10/17



FAX/ELECTRONIC SIGNATURE

Karl Eckstine, Petitioner

16

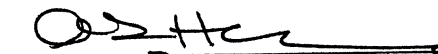
FAX/ELECTRONIC SIGNATURE

17 Dated: 1-10-17

Gordon D. Cruse, Attorney for Respondent

18

19 Dated: 1/10/17

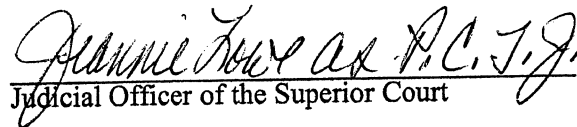


Amanda L. Harris, Attorney for Petitioner

20

21 IT IS SO ORDERED:

22 Dated: 1/11/17



Judicial Officer of the Superior Court

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**FILED**  
NORTH COUNTY DIVISION  
2017 FEB 21 PM 1:09

1 AMANDA L. HARRIS, CFLS [SBN 178467]  
aharris@swsslaw.com  
2 SOLOMON WARD SEIDENWURM & SMITH, LLP  
401 B Street, Suite 1200  
3 San Diego, California 92101  
(t) 619.231.0303  
4 (f) 619.231.4755

(9)  
CLERK SUPERIOR COURT  
SAN DIEGO COUNTY, CA

5 Attorneys for Petitioner,  
KARL ECKSTINE

7  
8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN DIEGO – NORTH COUNTY DIVISION**

10 In re the Marriage of:  
11 KARL ECKSTINE,  
12  
13 Petitioner,  
14 and  
15 JENNIFER MOORES,  
16 Respondent.

Case No. DNI 85986  
**[PROPOSED] ORDER AFTER EX PARTE HEARING**  
Judge: Comm. Jeannie Lowe (Ret.)  
Dept.: JAMS

17 This matter came on for hearing on the Court's ex parte calendar on October 7, 2016.

18 Good cause appearing, IT IS HEREBY ORDERED as follows:

19 **MODIFICATIONS TO STIPULATION AND ORDER RE TEMPORARY CHILD**  
20 **CUSTODY AND CHILD SHARING FILED MAY 25, 2016**

- 21 1. ~~Pending further hearing on \_\_\_\_\_, 2016, the Court makes the orders~~  
22 ~~herein.~~ *J.L.*  
23 2. This order supersedes the Stipulation and Order Modifying Child-Sharing Schedule  
24 filed July 14, 2016.  
25 3. The temporary child sharing schedule set forth in the Stipulation and Order re  
26 Temporary Child Custody and Child Sharing signed by the parties on May 9 and May 10, 2016,  
27 respectively, filed May 25, 2016 (hereinafter "May 25, 2016 Order"), shall be modified as follows:  
28 4. Paragraph 3.E.(i) of the May 25, 2016 Order shall be modified, in part, as follows:

1 Until further written agreement or court order, Petitioner/Father's parenting time on Saturdays  
2 shall be from 8:00 a.m. to 2:30 p.m. instead of 10:00 a.m. to 4:30 p.m.

3 5. Paragraph 3.E.(i) of the May 25, 2016 Order shall be modified, in part, as follows:  
4 Until further written agreement, further court order, or November 20, 2016, whichever shall first  
5 occur, the professional supervisor shall be Gwenn Brooks. Both parties shall complete intake  
6 interviews with Ms. Brooks no later than Friday, October 7, 2016 to ensure that Petitioner's  
7 parenting time can resume on October 8, 2016. The supervisor shall submit a written report every  
8 two weeks. All email, text or other communications between either party and the supervisor shall  
9 be copied to the other party. All email, text, or other communications between either party's  
10 attorney(s) or respective consultants and experts (including, but not limited to, Dr. Steven Doyne,  
11 Dr. Lori Love, and Dr. Jay Dess) shall be copied to the other party's attorney. Consistent with  
12 Paragraph 3.Q. of the May 25, 2016 Order, the supervisor shall direct both parents to the Talking  
13 Parents website for all co-parenting communications. All other provisions of Paragraph 3.E.(i) if  
14 the May 25, 2016 Order shall remain in full force and effect.

15 6. On days that Ms. Brooks is unavailable, the parties shall use Gretchen Slover or  
16 ~~a supervisor designated by Ms. Brooks (S.V.)~~ unless the parties agree in advance to a different supervisor.

17 7. After November 20, 2016 or \_\_\_\_\_, if either party requests  
18 ~~that a different supervisor be appointed, a new supervisor shall be selected either by agreement or~~  
19 ~~court order.~~ (S.V.)

20 8. ~~Paragraph 3.G. of the May 25, 2016 Order, which shall continue to apply for~~  
21 ~~Fridays, shall be modified as follows: On Mondays, Wednesdays, Saturdays, and any other days~~  
22 ~~(except Fridays) on which Petitioner has parenting time, the Petitioner shall pick up the child and~~  
23 ~~block up the street from Respondent's residence at the commencement of his parenting time. At~~  
24 ~~the conclusion of Petitioner's parenting time, Respondent or her designee shall be responsible for~~  
25 ~~picking up the minor child at Petitioner's residence.~~ (S.V.)

26 **MANDATORY CUSTODY FINDINGS – FAMILY CODE §3048**

27 9. The parties stipulate that the Court shall make the following findings:  
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- (1) This Court has jurisdiction over the minor child, as California is the child's home state.
- (2) The parties were personally present at the execution of this agreement, both have knowledge of their right to a hearing in this matter and both waive their right to the hearing based upon the agreements set forth herein. The parties agree the habitual residence of the children is the United States of America.
- (3) Both parties acknowledge being advised that any violation of this order may result in civil or criminal penalties or both.
- (4) Each party declares under of penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

**ALL OTHER ORDERS REMAIN IN EFFECT**

10. Until further written agreement or court order, all other provisions of the May 25, 2016 Order, and any other orders not in conflict with this stipulation, shall remain in full force and effect.

11. All orders herein are made without prejudice to either party.

**IT IS SO ORDERED.**

Dated: 10/7/16

*Carrie Perinelli (Ret)*  
JUDGE OF THE SUPERIOR COURT