

ATTORNEY OR PART WITHOUT ATTORNEY (NAME AND ADDRESS) <b>Charles C Nordby</b> <b>3411 Shady Lane</b> <b>Sacramento, CA 95821</b>		TELEPHONE <b>(916) 485-8711</b>	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">FILED ENDORSED</div> <div style="font-size: 1.2em; margin-bottom: 10px;">94 NOV 22 PM 4:27</div> <div style="font-size: 1.2em;">LEGAL PROCESS #1</div>
ATTORNEY FOR (NAME) <b>IN PRO PER</b>			
Insert name of court judicial district or branch court, if any, and post office and street address <b>Superior Court, State of California</b> <b>County of Sacramento</b> <b>720 9th Street Rm. 101</b> <b>Sacramento, CA 95814</b>			
PLAINTIFF <b>CHARLES C NORDBY</b>			
DEFENDANT <b>RALEY'S, and CHARLES L. COLLINGS, and JAMES E. TEEL, and MRS JAMES E. (JOYCE RALEY) TEEL</b>			
<input checked="" type="checkbox"/> DOES 1 TO <b>25</b>			
<div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">CONTRACT</div> <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> COMPLAINT</span> <span><input type="checkbox"/> CROSS-COMPLAINT</span> </div>			CASE NUMBER <div style="font-size: 1.5em; font-weight: bold;">544344</div>

1. This pleading, including attachments and exhibits, consists of the following number of pages: 20
  
2. a. Each plaintiff named above is a competent adult
 

☐ Except plaintiff (name):
 

☐ a corporation qualified to do business in California  
☐ an unincorporated entity (describe):  
☐ other (specify):
  
- b. ☐ Plaintiff (name):
 

☐ has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):  
☐ has complied with all licensing requirements as a licensed (specify):
  
- c. ☐ Information about additional plaintiffs who are not competent adults is shown in Complaint-Attachment 2c.
  
3. a. Each defendant named above is a natural person
 

☒ Except defendant (name): **Raley's**

☐ a business organization, form unknown  
☒ a corporation  
☐ an unincorporated entity (describe):  
  
☐ a public entity (describe):  
  
☐ other (specify):

☐ Except defendant (name):
 

☐ a business organization, form unknown  
☐ a corporation  
☐ an unincorporated entity (describe):  
  
☐ a public entity (describe):  
  
☐ other (specify):
  
- b. The true names and capacities of defendants sued as Does are unknown to plaintiff.
  
- c. ☐ Information about additional defendants who are not natural persons is contained in Complaint-Attachment 3c.
  
- d. ☐ Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):

(Continued)

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CAUSE OF ACTION—Fraud

Page 3

(number)

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR-1. Plaintiff (name): Charles C Nordby Sr

alleges that defendant (name): Charles Collings

on or about (date): October 1, 1974 defrauded plaintiff as follows:

FR-2. ☒ Intentional or Negligent Misrepresentation

a. Defendant made representations of material fact ☒ as stated in Attachment FR-2.a ☐ as follows:

b. These representations were in fact false. The truth was ☒ as stated in Attachment FR-2.b ☐ as follows:

c. When defendant made the representations

☒ defendant knew they were false, or

☐ defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. ☒ Concealment

a. Defendant concealed or suppressed material facts ☒ as stated in Attachment FR-3.a ☐ as follows:

b. Defendant concealed or suppressed material facts

☒ defendant was bound to disclose

☒ by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

(Continued)

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**CAUSE OF ACTION—Fraud (Continued)**

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FR-4. ☐ **Promise Without Intent to Perform**

a. Defendant made a promise about a material matter without any intention of performing it ☒ as stated in Attachment FR-4.a ☐ as follows:

b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act ☒ as stated in Attachment FR-5 ☐ as follows:

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged ☒ as stated in Attachment FR-6 ☐ as follows:

FR-7. Other: Plaintiff is informed and believes and alleges that each of the fictitiously named defendants DOES 1-25, is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by their conduct, or were beneficiaries of the unjust enrichment caused by the alleged conduct.

**Exemplary Damages Attachment**Page 5ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

EX-1. As additional damages against defendant(name):

Raley's, and Charles L Collings, James E Teel, and  
Joyce (Raley) Teel

Plaintiff alleges that defendant was guilty of

☐ malice☒ fraud☐ oppressionas defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages  
to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

Plaintiff is informed and believes and alleges that defendant's willfully and intentionally made statements which were misrepresentations of facts, concealed material facts, and made promises, without the intent to perform said promises, in order to induce Plaintiff to materially and substantially change his position, enter into a contract, and provide services and expertise which unjustly enriched all defendants, at the expense of the Plaintiff, who entered into said contract on full reliance of the facts known to him. Plaintiff alleges and believes that he would not have entered into the contract had all the true facts been known.

EX-3. The amount of exemplary damages sought is

a. ☐ not shown, pursuant to Code of Civil Procedure section 425.10b. ☒ \$10,000,000.00

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3 ATTACHMENT FR-2a to Cause of Action For Fraud

4 (1) At all times, Defendant Collings made repeated references to his Christian beliefs for the  
5 purpose of falsely establishing and promoting himself as a person of honesty, integrity, reliability,  
6 and overall trustworthiness. Said statements were made for the express purpose and design to deceive  
7 Plaintiff, gaining the respect and confidence of Plaintiff, thereby laying the grounds for manipulation  
8 of Plaintiff for the purpose of inducing employment, designed to directly benefit himself and all other  
9 Defendants, to the financial, emotional, and psychological detriment of the Plaintiff.

10 (2) That said misrepresentations in paragraph FR-2a(1) above were made to support a  
11 subsequent misrepresentation by Defendant Collings when he stated "My word is my bond".  
12 Plaintiffs reliance on misrepresentations of paragraph FR-2a(1) above, subsequently caused reliance  
13 on the misrepresentation that Defendant Collings 'word was his bond'.

14 (3) That said misrepresentations in paragraphs FR-2a(1) and FR-2a(2) above induced  
15 Plaintiff's further reliance on said misrepresentations when Plaintiff asked for a written contract of  
16 employment and Defendant Collings claimed 'his word was his bond', and that said bond was good  
17 enough to establish a contract, and that a written contract was not necessary. Plaintiff further relied  
18 on Defendant Collings position as President of Raley's, as further evidence of good faith when  
19 making the oral contract.

20 (4) Further, Defendant Collings caused Plaintiff to believe, and to rely on such belief, that  
21 other executives of Raley's, Mr James E Teel and Mr Frank McMinn, were equally involved in the  
22 employment contract process, including hiring the Plaintiff as a consultant. This misrepresentation  
23 and deception was accomplished by Defendant Collings; by having Plaintiff make a presentation to  
24 Defendant Collings, then making the same, and second, presentation to Mr Frank McMinn, and then  
25 causing Plaintiff to making the same, and third, presentation to Defendant James Teel.

26 (5) Defendant Collings intentionally and willfully misrepresented the final inducement to  
27 Plaintiff of a bonus commitment, which caused Plaintiff to substantially change his position at the  
28 time of making the oral contract.

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3 ATTACHMENT FR-2a (Continued) to Cause of Action For Fraud

4 (6) Further, Defendant Collings caused Plaintiff to believe, and to rely on such belief, that  
5 Plaintiffs employment, the positive results, and Raley's financial gain through said employment  
6 of Plaintiffs services and expertise, were being communicated truthfully and completely between  
7 Defendant Collings and Mr Thomas P Raley, owner/CEO of Raley's. Defendant Collings  
8 misrepresented facts to Plaintiff to further entrench Plaintiff in said belief in order to induce Plaintiff  
9 into continuing said employment, thereby insuring the continued results, and the ensuing unjust  
10 enrichment of Raleys and, ultimately, Defendant Collings.

11 (7) Defendant Collings intentionally and deliberately misrepresented the appointment of  
12 Plaintiff into a position as Director of Security.

13 (8) Defendant Collings intentionally and deliberately misrepresented an opportunity to  
14 Plaintiff by announcing to Defendant in a meeting with Defendant Collings, Defendant Teel, and Mr  
15 Frank McMinn that all three, independantly, had written his name on paper, signifying their  
16 individual choice for the new Director of Operations for the Nevada operation of Raley's stores (the  
17 Eagle Thrifty acquisition), and then immediately and subsequently announcing that Plaintiff was too  
18 valuable to be put in charge of the Nevada operation, and instead would remain in the domain of the  
19 California operations, essentially in the same position prior to the meeting. It is Plaintiff's believe that  
20 said misrepresentation was deliberate and used to create a false sense of self-esteem, create a  
21 psychological hold on Plaintiff, and further keep Plaintiff from discovering the facts surrounding the  
22 Eagle Thrifty purchase.

23 (9) Defendant Teel, in the executive position of Vice-President of Raley's, and son-in-law of  
24 Owner/CEO Thomas P Raley, concurred with all of the above misrepresentations by failing to advise  
25 Plaintiff as to the truthfulness and factuality of each and every misrepresentation. Further, that  
26 Defendant Teel concurrently misrepresented himself as a person of honesty, integrity, reliability, and  
27 overall trustworthiness, by virtue of his position and relationship with Plaintiff.

28 (10) All named Defendants, and unnamed Defendants, by publishing, contributing to the

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3 ATTACHMENT FR-2a (Continued) to Cause of Action For Fraud

4 publishing, or authorizing the publishing, of a history of Raley's in book form, which was distributed  
5 to employees, and offered for sale to the public, misrepresented the facts concerning Plaintiff's  
6 existence and, ultimately, his personal and complete responsibility for saving Raley's from imminent  
7 bankruptcy and eventual success in their future growth. Misrepresentations made in said book were  
8 made knowingly by some or all of the defendants, with the purpose of distorting the true facts, and the  
9 ultimate purpose of concealing Plaintiff's active and major role in Raley's ultimate success.

10 (11) Prior to Plaintiff accepting a position as a consultant to Raley's, Defendant Collings  
11 misrepresented the true financial condition of Raley's to Plaintiff when stating that Raley's stores  
12 were doing 'marginally profitable'

13 (12) The above list of misrepresentations may not include all of the misrepresentations made  
14 by defendants, nor the full extent of inducements made to Plaintiff to accept employment, which  
15 were made intentionally and outside the bounds of decency and good faith. The Plaintiff will amend  
16 this complaint as new facts in these regards come to light or establish such facts according to proof at  
17 the time of trial.

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3 ATTACHMENT FR-2b to Cause of Action For Fraud

4 (1) Plaintiff is informed and believes and thereon alleges Defendant Collings conduct  
5 towards Plaintiff was in complete disregard to his Christian faith, before, during, and after inducing  
6 Plaintiff into a contractual agreement that Defendant knew would not be fulfilled.

7 (2) Plaintiff is informed and believes and thereon alleges Defendant Collings ' knowingly  
8 gave 'his word' and 'his bond' without any intention of fulfilling part or parts of the contract. Said  
9 giving was made solely to gain the confidence and faith of Plaintiff., and further that

10 (3) Defendant Collings relied on his position as President of Raley's to induce Plaintiff  
11 into an oral contract. And with knowledge that said contract would place Defendant Collings into a  
12 superior position to Plaintiff, for the ultimate and later unjust enrichment of all defendants.

13 (4) Plaintiff is informed and believes and thereon alleges Defendant Collings, and only  
14 Defendant Collings, in fact had the ability and authority to hire Plaintiff.

15 (5) Plaintiff is informed and believes and thereon alleges Defendant Collings knew at the  
16 time he made the commitment of a bonus that he would not honor the commitment, so he used Mr  
17 Frank McMinn to actually in fact make the verbal commitment of a bonus, in the company of  
18 Plaintiff, Defendant Collings, and Defendant Teel, . That, in fact, the commitment was made to  
19 induce the Plaintiff to provide the services and expertise needed by Raley's.

20 (6) Plaintiff is informed and believes and thereon alleges Defendant Collings purposely  
21 kept information regarding Plaintiff's services and expertise hidden from Owner/CEO Thomas P  
22 Raley, who was effectively an absentee owner at the time of Plaintiff's employment with Raley's. As  
23 long as Thomas P Raley was unaware of the truth of the circumstances regarding the turnaround of  
24 Raley's financial problems, Defendant Collings could, and did, take full responsibility and credit for  
25 the results of Plaintiff's services and expertise, while at the same time insure the stability of his own  
26 position as President of Raley's.

27 (7) Plaintiff is informed and believes and thereon alleges that all defendants, through  
28 principal or agency, by virtue of their positions knew, should have known, or could have known, that

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3 ATTACHMENT FR-2b (Continued) to Cause of Action For Fraud

4 the position of Director of Security was not a position which receives a bonus. And defendants, with  
5 knowledge of the foregoing, made a bonus commitment to Plaintiff which Plaintiff substantially  
6 relied upon, causing Plaintiff to dissolve his own company and move his household and family.

7 Defendant Collings could have continued to employ Plaintiff as a consultant, but his plan to induce  
8 Plaintiff to give up his company, International Retail Security, and to move from Guerneville, CA to  
9 Sacramento, included the added inducement of a position with a title of Director of Security.

10 Defendant Collings implied with such appointment a degree of prominence and respect, which  
11 furthered Plaintiff's reliances. Plaintiff is informed and believes and thereon alleges that Defendant  
12 Collings wanted to make sure that Plaintiff had no other source of income for reliance, and that  
13 because Defendant Collings allowed Plaintiff to live rent free at the Marina Inn, and that such an  
14 arrangement could or would eventually cause a chance meeting between Plaintiff and Mr Thomas P  
15 Raley, owner of said Marina Inn, and owner of Raley's, and that such a chance meeting could or  
16 would allow the truths of any and/or all misrepresentations to become known. Therefore, Plaintiff is  
17 informed and believes and alleges that it was imperative for Defendant Collings to do and say  
18 whatever was necessary to induce Plaintiff to give up his Sacramento residence at the Marina Inn and  
19 move his household and family to Sacramento.

20 (8) Plaintiff is informed and believes and thereon alleges Defendant Collings had no  
21 intention of putting Plaintiff into a recognized position within the company (Operations Manager),  
22 and that the alleged opportunity announcement was made solely to acquire more psychological and  
23 emotional control of Plaintiff. In addition, Defendant Collings having realized the extent and  
24 completeness of Plaintiff's investigative, managerial, and intuitive abilities, did not want Plaintiff to  
25 become aware of the facts about the Eagle Thrifty store acquisition (Nevada division of Raley's).

26 (9) Plaintiff is informed and believes and thereon alleges Defendant Teel, in a position of  
27 trust and confidentiality, could have and should have, intervened by virtue of his position, to inform  
28 Plaintiff of his knowledge of facts concerning all aspects of Plaintiff's relationship with Raley's, and

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3 ATTACHMENT FR-2b (Continued) to Cause of Action For Fraud

4 specifically Plaintiff's relationship with Owner/CEO Thomas P Raley. Defendant Teel had first hand  
5 knowledge of the facts concerning contracts made, and not kept, of inducements made to Plaintiff,  
6 and being the son-in-law of Owner/CEO Thomas P Raley, had the opportunity and duty to NOT  
7 misrepresent Plaintiff's position with Raley's, through silence and/or direct answer to any and all  
8 solicitations from Owner/CEO Thomas P Raley.

9 (10) That said publication of a history of Raley's conveniently and purposely failed to  
10 acknowledge Raley's true financial conditon at the time of Plaintiff's employment, the true facts  
11 surrounding the success of Raley's, by deletion and/or failure to incorporate, with the intent to  
12 establish and justify a defense, or defenses, against any and all allegations which may be brought  
13 forth by Plaintiff. That said publication is in fact a distortion and in some cases reversal of previously  
14 published articles concerning Raley's history. That said misrepresentations of facts contained within  
15 said publication were made for the purpose of furthering the deceit upon Plaintiff.

16 (11) After months of investigating the conditions of individual stores within the operation  
17 of Raley's, it became apparent that Raley's stores were doing worse than "marginally profitable", that  
18 they had been on the brink of bankruptcy, and that within the scope of knowledge and ability of all  
19 named and unnamed defendants, bankruptcy was inevitable, and was known, or should have been  
20 known, by all named and unnamed defendants at the time Plaintiff was first employed as consultant  
21 to Raley's.

22 (12) The above list of truths may not include all the truth of any or all the misrepresentations,  
23 nor the full extent of the truth. The Plaintiff will amend this complaint as new truth of facts come to  
24 light or establish such truth according to proof at the time of trial.

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3 ATTACHMENT FR-3a to Cause of Action For Fraud

4 (1) Plaintiff is informed and believes and thereon alleges that Defendant Collings and  
5 Defendant Teel, at the time of negotiating a contract with Plaintiff, concealed the fact that there was  
6 no bonuses paid to the position for which Plaintiff was being hired. This concealment was intentional  
7 in order to produce an inducement for Plaintiff to enter into a contract. Defendant Collings with full  
8 and complete knowledge and intent knew prior to, during, and after Plaintiff's employment, that  
9 there would be no bonus paid to Plaintiff.

10 (2) Further, Defendant Collings failed to disclose, and concealed his true intent for  
11 Plaintiff to give up his company, International Retail Security, and give up his residence in Sonoma  
12 County, and move his wife and children to Sacramento. As long as Plaintiff still maintained his  
13 company, and his family still lived 138 miles away, Defendant Collings could not be guaranteed that  
14 Raley's and all members of Raley's would be beneficiaries of Plaintiff's expertise and services.

15 (3) Further, Defendant Collings and Defendant Teel concealed the acquisition of Eagle  
16 Thrifty markets in Nevada from Plaintiff, of which they had just acquired within approximately 90  
17 days prior to the arrival of Plaintiff. Information concerning Eagle Thrifty would have dramatically  
18 changed the circumstances by which Plaintiff would have considered accepting a contract with  
19 defendants. Within the scope and range of information that Plaintiff had acquired concerning the  
20 Raley's organization (less Eagle Thrifty) prior to accepting a contract, Plaintiff had determined that  
21 his program could and would indeed be successful. Had Plaintiff known about the Eagle Thrifty  
22 purchase, it would have meant a different formula for contemplation of submitting a proposal to the  
23 defendants, and if Plaintiff had been made aware of the Eagle Thrifty acquisition Plaintiff might have  
24 found out the true facts concerning the acquisition, and consequently might have found that he could  
25 not rely on Defendant Collings's misrepresentations concerning his honesty, integrity, reliability, and  
26 overall trustworthiness.

27 (4) Further, Defendant Collings concealed from Plaintiff the outcome and finalization of  
28 certain irregular transactions with Raley's creditors and/or suppliers, uncovered by Plaintiff which

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3 ATTACHMENT FR-3a (Continued) to Cause of Action For Fraud

4 amounted to several hundreds of thousands of dollars, for which Raley's was, or could have been, due  
5 restitution. These transactions alone would have more than paid for Plaintiff's salary and expected  
6 bonuses.

7 (5) Prior to a special dinner for Raley's Store Managers, at which managers would be  
8 given checks for bonuses being paid for the first time because of the success of Plaintiff's services and  
9 expertise, Defendant Collings concealed from Plaintiff the fact that there would be no bonus paid to  
10 Plaintiff at the dinner, causing confusion and embarrassment on the part of the Plaintiff. Defendant  
11 Collings furthermore announced at said dinner to all in attendance that they had the Plaintiff to thank  
12 for their bonuses.

13 (6) After Plaintiff left employ of defendants, defendants concealed the fact that they  
14 would no longer be supplied by Plaintiff with security observation windows in future stores, and  
15 further concealed the fact that they were producing the windows themselves.

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3 ATTACHMENT FR-4a to Cause of Action For Fraud

4 (1) Plaintiff was doing business as International Retail Security in Oakland, California, and  
5 maintaining a residence in Guerneville, Sonoma County., California

6 (2) On or about July 27, 1973 Plaintiff approached Defendant Collings about the use of  
7 Plaintiff's services and expertise in the retail grocery business. After a half an hour, Defendant  
8 Collings left to fetch Mr McMinn to hear Plaintiff's presentation. Then asked Plaintiff to return the  
9 next morning so that Defendant Teel could hear the same presentation. Plaintiff asked said  
10 defendants to try out his service by letting him try it in the six worst stores in terms of gross margins.  
11 A day or two later Defendant Collings handed Plaintiff a list of six stores with very low gross margins  
12 for the test. Plaintiff had told defendants that his program of reducing losses would be noticeable  
13 within a thirteen week period. Defendant Collings hired Plaintiff as a consultant with the following  
14 consideration: Free room at the Marina Inn, one half auto expenses, and a salary of \$400 per week,  
15 for the next thirteen weeks. During these thirteen weeks Plaintiff went through the six stores to  
16 implement his program. At the end of the thirteen week period an inventory was taken of the six  
17 stores and the results were incredible. The defendants then stated that they wanted to put the program  
18 into all of their stores. And not spare any expense in the implementation of the program.

19 (3) After the thirteen weeks Plaintiff was asked to come full time with defendants on at least  
20 two occasions, but Plaintiff refused because he did not want to give up his company at that time.

21 (4) On or about December 1, 1973 Defendant Collings, Defendant Teel, Mr Frank McMinn,  
22 and Plaintiff met at the Raley's main office to discuss the possibility of Plaintiff going full time with  
23 Raley's. Defendants asked Plaintiff what he wanted for remuneration for his services. Plaintiff asked  
24 for \$30,000, plus auto, expenses, the room at the Marina Inn, and bonuses. Frank McMinn spoke up  
25 and stated "Would you take \$25,000.00 and larger bonuses?". Plaintiff explained that before he could  
26 make that commitment he would need to check with his business partner, and his wife. The next day  
27 Plaintiff informed Defendant Collings that he would accept the stated offer of auto, expenses,  
28 \$25,000.00, and larger bonuses. But, Plaintiff wanted to get a written contract. Defendant Collings

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3 ATTACHMENT FR-4a (Continued) to Cause of Action For Fraud

4 stated at that time "My word is my bond, and you won't have to worry about Raley's honoring this  
5 contract." Plaintiff relied on said promise, and had no reason to believe otherwise. Giving up his  
6 business, and moving his family was not part of the agreement.

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3 ATTACHMENT FR-5a to Cause of Action For Fraud

4 (1) Immediately after the contract was made with defendants and plaintiff Defendant Collings  
5 kept putting pressure on Plaintiff to give up his business and dissolving his partnership. After a few  
6 days Plaintiff told Mr Collings that a decision had been made and plaintiff would dissolve his  
7 business and partnership. The decision was made because the partner was unable to continue the  
8 business without plaintiff. In order to dissolve the business and partnership plaintiff agreed to partner  
9 to pay half of his salary (\$12,500) from Raley's for one year to compensate the partner. Said  
10 agreement with partner was made on the reliance of the contractual bonuses expected.

11 (2) During the period of or about December 1, 1973 through May 30th of 1974 Defendant  
12 Collings was persistent, consistent, and at times, threatening in trying to convince plaintiff into  
13 moving his family to Sacramento. On or about June 10, 1974 plaintiff finally relented and moved his  
14 family to Sacramento after the graduations from the different schools were completed. At this time  
15 Plaintiff gave up his residence at the Marina Inn.

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3 ATTACHMENT FR-6 to Cause of Action For Fraud

4 Plaintiff has been damaged as follows:

5	a.	Loss of Earnings (1976-1994):	\$ 900,000.00
6	b.	Loss of bonuses (1974-1994):	\$ 960,000.00
	c.	Emotional Distress:	\$ 2,500,000.00
	d.	Pain & Suffering:	\$ 500,000.00
		Total	\$ 4,860,000.00

8 e. Unjust Enrichment: \$588,000,000.00\*

9 \* Based on profits gained by defendants from 1973-1994

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3 ATTACHMENT 7a. to Cause of Action For Fraud

4 (1) Plaintiff relied on all promises and information provided by Defendant Collings, in  
5 particular, and all defendants in general, in order to arrive at a decision to provide his services and  
6 expertise to Raley's. As Plaintiff uncovered problems at all levels of management from the top to the  
7 bottom, there came the realization that his unique services and expertise would be even more  
8 beneficial to Raley's than he at first realized. Working 10-18 hours a day, 5-7 days a week, Plaintiff  
9 investigated all avenues of theft, organization, and procedures throughout the entire Raley's structure  
10 to raise gross margins and increase profits. Plaintiff's sense of duty and completeness outweighed  
11 his frustration at the broken promises, relying on the the misrepresentations of the defendants, that his  
12 work would eventually be rewarded and acknowledged.

13 (2) Plaintiff believes and thereon alleges that when Defendant Collings paid out the first  
14 bonuses to Managers, and failed to pay a bonus to Plaintiff, he told Plaintiff that in order to get a  
15 bonus, Plaintiff was to have gotten rid of his partner in Plaintiff's former Company. When Plaintiff  
16 informed Defendant Collings that he had indeed been paying off said former partner, Defendant  
17 Collings told Plaintiff that it was too late for this year's bonus (1974), and that now that Plaintiff did  
18 not have a partner he would receive a bonus the following year.

19 (3) Further, when the following year came up, Defendant Collings failed again to pay  
20 Plaintiff a bonus, stating that he never recalled ever committing to Plaintiff a bonus. At this time  
21 Plaintiff had incurred expenses involving the dissolution of his company and relocation of his family,  
22 and relied upon Defendant Collings' commitment of a bonus to recoup. When informed in 1975 that  
23 Defendant Collings could not remember promising Plaintiff a bonus, Plaintiff was financially unable  
24 to leave his position at that time. Plaintiff realized that his services and expertise were still vital to  
25 Raley's continued success, and that surely Defendant Collings would pay the bonus the next year,  
26 after realizing the compound effect on profits that Plaintiff's services and expertise would be  
27 providing. Plaintiff did not have any knowledge at this time that Defendant Collings had in fact no  
28 intention of paying Plaintiff the promised bonus. Nor did Defendant Collings disclose to Plaintiff at

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3 ATTACHMENT 7a. (Continued) to Cause of Action For Fraud

4 this time his contention that Plaintiff's position did not warrant a bonus.

5 (4) When the third payment of bonuses came up in 1976, Plaintiff again asked Defendant  
6 Collings about his bonus, to which at that time Defendant Collings replied that Plaintiff should not  
7 expect to get a bonus, that none of the defendant's receive bonuses. At this point, Plaintiff considered  
8 that the nonpayment of a bonus was just a renegement on the part of one person, a breach of trust and  
9 reliance. Plaintiff had no information at this time that Defendant Collings in fact had only made the  
10 promise of a bonus in order to induce Plaintiff to provide services and expertise to Raley's, without  
11 any intention of payment. Plaintiff immediately resigned his position, stating that the nonpayment of  
12 a bonus for the third time was inappropriate. Mr Frank McMinn, after hearing of the news,  
13 approached Plaintiff and stated that if he could get the bonuses for Plaintiff, would the Plaintiff  
14 reconsider his resignation. Plaintiff agreed. Mr McMinn told Plaintiff to be at the office the next day,  
15 and when Plaintiff arrived Plaintiff was informed by Defendant Collings that his position had already  
16 been filled. The effect of this news was staggering.

17 (5) The complete breakdown in Plaintiff's faith caused irreparable damage to Plaintiff's  
18 psychological and emotional ability to re-establish his company. On two occasions he was able to  
19 overcome the financial requirements of re-establishing his company by taking on a partner. Plaintiff  
20 tried to rebuild his reputation, now demeaned and damaged by defendants, but a new element became  
21 involved in his dealings with owners and/or Presidents of supermarkets, and Plaintiffs future partners  
22 in business. The element of psychological and emotional damage. And though Plaintiff had minor  
23 successes from time to time, his capabilities were damaged even to a greater degree when he set out  
24 to the East Coast to pursue some larger clients, armed with still a false sense of reliance on  
25 defendants, and their recommendations. After giving the name of Tom Raley to an executive with  
26 Jewel Tea Stores as a reference, and then to be told by the Jewel Tea executive that Tom Raley had  
27 been called personally, and that Tom Raley did not know the Plaintiff, Plaintiff felt unable to  
28 continue using the Raley's success as a reference, and this influenced every aspect of Plaintiff's

1 SHORT TITLE:

2 NORDBY vs RALEY'S, et al

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3 ATTACHMENT 7a. (Continued) to Cause of Action For Fraud

4 business and personal life from that point forward.

5 (6) Plaintiff was unaware of the fraud by defendants until April 10, 1994 when Plaintiff's  
6 son, Charles C Nordby Jr, who had moved to Sacramento from Santa Rosa on April 7th, 1994 was  
7 looking over the facts of the case and realized that there were elements of fraud. Plaintiff, and  
8 plaintiff's two other sons, Jack Nordby and Frank Nordby, each had some of the information, but until  
9 April 10, 1994 no one person had seen all of the information at one time. Plaintiff's son Charles  
10 immediately called plaintiff and informed him of what had been discovered. Since that time Plaintiff  
11 and his three sons have spent hundreds of hours researching the facts, and realizing Plaintiff's health  
12 and age, this action needed to be filed immediately.

13 (7) Plaintiff is informed and thereon believes and alleges that Defendant Joyce Teel, by  
14 reason of her position before, during, and after Plaintiff's position with Raley's, may have contributed,  
15 authorized, substantiated, or in some other manner, been an active party to misrepresentations,  
16 concealments, and inducements, or after having the facts become known to her, failing to mitigate  
17 any and all remedies at her disposal.

18 (8) Plaintiff believes and thereon alleges that not all misrepresentations, concealments, or  
19 damages may have been discovered at this time. Plaintiff will amend this complaint as new facts or  
20 circumstances become available, or establish proof at trial.