

CIVIL COVER SHEET

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CLARK County, Nevada

Case No. _____

XXIII

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): PATRICE J. EICHMAN, TIFFANY BREINIG, and GEORGIA TAYLOR

Defendant(s) (name/address/phone): THE STATE BAR OF NEVADA and KIMBERLY FARMER

Attorney (name/address/phone): Dennis L. Kennedy, Bailey Kennedy, 8984 Spanish Ridge Ave., LV, NV 89148, (702) 562-8820

Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

Arbitration Requested

Civil Cases

Grid containing categories: Real Property, Torts, Probate, and Other Civil Filing Types with various subcategories and checkboxes.

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

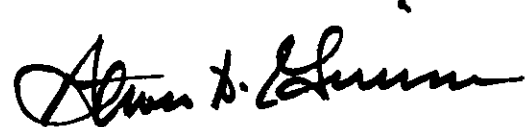
- Checkboxes for NRS Chapters 78-88, Investments (NRS 104 Art. 8), Enhanced Case Mgmt/Business, Commodities (NRS 90), Deceptive Trade Practices (NRS 598), Other Business Court Matters, Securities (NRS 90), Trademarks (NRS 600A).

March 28/11 Date

Signature of initiating party or representative

1 **COMP**
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3 Nevada Bar No. 1462
4 KELLY B. STOUT
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CLERK OF THE COURT

16 Attorneys for Plaintiffs
17 PATRICE J. EICHMAN,
18 GEORGIA TAYLOR, and
19 TIFFANY BREINIG

DISTRICT COURT
CLARK COUNTY, NEVADA

16	PATRICE J. EICHMAN, an individual,)	
17	GEORGIA TAYLOR, an individual, and)	Case No. A - 1 1 - 6 3 7 8 9 2 - C
18	TIFFANY BREINIG, an individual,)	
19	Plaintiffs,)	Dept. No. X X I I I
20	vs.)	Exempt from Arbitration: NAR 3(A), 5
21	THE STATE BAR OF NEVADA, a Nevada)	(Amount in Controversy in Excess of
22	Corporation; KIMBERLY FARMER, an)	\$50,000.00)
23	individual)	
24	Defendants.)	

COMPLAINT

25 COME NOW Patrice Eichman, Tiffany Breinig, and Georgia Taylor and complain
26 against the Defendants, and each of them, as follows:
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1 **Introduction: The Parties**

2 1. Plaintiff Patrice Eichman (“Ms. Eichman”) is a licensed Nevada attorney, currently
3 residing in Mitchell County, Iowa, but at all times relevant hereto, was a resident of Clark
4 County, Nevada.

5 2. Plaintiff Tiffany Breinig (“Ms. Breinig”) is a licensed Nevada attorney, and at all
6 times relevant hereto was a resident of Clark County, Nevada.

7 3. Plaintiff Georgia Taylor (“Ms. Taylor”) is, and at all times relevant hereto, was a
8 resident of Clark County, Nevada.¹

9 4. Defendant the State Bar of Nevada (“the State Bar” or “the Bar”) is a Nevada public
10 corporation and subject to suit. SCR 76.

11 5. Defendant Kimberly Farmer (“Ms. Farmer”) is an individual who, at the time of the
12 events alleged herein, was the Executive Director of the State Bar of Nevada, and a resident of
13 Clark County, Nevada.

14 **Summary of Claims**

15 6. This case involves an ongoing and systematic campaign of interpersonal destruction
16 waged by Kimberly Farmer, the current Executive Director of the State Bar, against its
17 employees, with the approval and assistance of the State Bar and its Board of Governors. Ms.
18 Farmer subjected the Plaintiffs and other long-term employees of the State Bar to verbal and
19 mental abuse, and physical coercion and intimidation in a deranged effort to divert attention from
20 her own incompetence. When Ms. Farmer’s behavior was brought to the attention of the Board
21 of Governors, it pursued its pattern and practice of conducting a sham investigation and covering
22 up the misdeeds of its Executive Directors to the detriment of the Bar’s employees and the Bar’s
23 membership. All of the allegations in this Complaint will be confirmed by the Plaintiffs and by
24 other individuals who have left the Bar’s employ and no longer fear for their job security.

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28 ¹ Ms. Eichman, Ms. Taylor, and Ms. Breinig are collectively referred to as “Plaintiffs”

1 Facts Common to All Claims

2 7. Ms. Taylor was employed for fifteen (15) years by the State Bar – from November
3 1995 until April 2, 2010 – when Ms. Farmer’s ongoing verbal and mental abuse forced her into
4 early retirement. At the time of her separation from the Bar, Ms. Taylor was the Clients’
5 Security Fund/Fee Dispute Coordinator.

6 8. Ms. Eichman was employed for over thirteen (13) years by the State Bar – from
7 February 1997 until April 5, 2010 – when she was forced to resign because of Ms. Farmer’s on-
8 going campaign of physical and mental abuse. At the time of her separation from the Bar, Ms.
9 Eichman was the Director of Admissions.

10 9. Ms. Breinig was employed by the State Bar from June 2008 until April 16, 2010,
11 when she was forced to resign due to severe emotional distress caused by a series of incidents
12 involving verbal and mental abuse, and physical coercion at the hands of Ms. Farmer. Ms.
13 Breinig’s distress compelled her to seek medical treatment. Ms. Breinig decided to resign after
14 speaking with a member of the Board of Governors who told her that the State Bar would not
15 respond to her complaints, would engage in a cover-up, and that her only viable option was
16 resignation. At the time of her separation from the bar, she was an Admissions Investigator.

17 10. The Board of Governors of the State Bar of Nevada (“Board of Governors” or “the
18 Board”) is an entity created by the Supreme Court of Nevada that is responsible for the
19 governance function of the State Bar. The Board is charged with administering the Supreme
20 Court Rules (“SCR”), regulations, and bylaws, and employing an Executive Director and other
21 persons necessary to administer the SCR.

22 11. The Executive Director is the chief executive officer of the State Bar and is
23 responsible to the Board of Governors for the general administration of the State Bar in
24 accordance with Supreme Court Rules and policies adopted by the Board of Governors.

25 12. The Board of Governors hired Ms. Farmer in or around January 2007, to replace Mr.
26 Allen Kimbrough (“Mr. Kimbrough”) as Executive Director after Mr. Kimbrough was forced to
27 resign in June 2006, amid allegations of intimidating and harassing his subordinates,
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1 misappropriation of Bar resources, and other unprofessional activities—the particulars of which
2 are known to Plaintiffs and their counsel and which will be presented in detail in this matter.

3 13. Upon information and belief, Mr. Kimbrough’s unprofessional activities and
4 harassing behavior were brought to the attention of the Board of Governors on numerous
5 occasions, but the Board ignored complaints by Bar employees and pursued a policy of
6 conscious inaction and secrecy until threatened with litigation.

7 14. Upon information and belief, Mr. Kimbrough’s primary victim—a State Bar
8 employee—brought his behavior to the attention of members of the Board of Governors, including
9 three different Presidents of the State Bar and one President-elect.

10 15. Upon information and belief, after being threatened with legal action, the Board of
11 Governors engaged in a cover-up, which included a sham investigation of Mr. Kimbrough
12 conducted by a San Francisco attorney (the “San Francisco attorney”).

13 16. The San Francisco attorney’s “investigation” consisted of no more than brow-beating
14 employees and “finding” facts to support the Board’s preconceived conclusion that Mr.
15 Kimbrough had not engaged in any wrongful behavior while acting as Executive Director.

16 17. Unsurprisingly, the San Francisco attorney concluded that the allegations regarding
17 Mr. Kimbrough were unsubstantiated and that he had not engaged “any criminal wrongdoing.”

18 18. Although a representative of the Board of Governors met with director-level
19 employees, the only remedy that was ever provided for Mr. Kimbrough’s behavior before the
20 threat of litigation forced Mr. Kimbrough’s resignation was four Fridays worth of donuts.

21 19. As part of its cover-up, the State Bar sought to isolate the primary victim of Mr.
22 Kimbrough’s persecution to prevent her from recounting his behavior to other employees; other
23 Bar employees were instructed not to communicate with her regarding Mr. Kimbrough’s
24 conduct.

25 20. Upon information and belief, the Board resolved the threatened litigation to avoid the
26 embarrassment of Mr. Kimbrough’s behavior and to conceal its own complicity by failing to act
27 upon employee complaints.

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1 21. Upon information and belief, at least forty-one (41) State Bar employees were fired or
2 forced to resign by Mr. Kimbrough during his harrowing five-year regime.

3 22. Mr. Kimbrough's conduct and the Board's refusal to take corrective measures was
4 common knowledge among the Bar's employees. Based on this experience, Plaintiffs reasonably
5 believed that the Board was committed to protecting the office of the Executive Director at the
6 expense of both its members and employees—even after Mr. Kimbrough resigned.

7 23. In August 2006, during the time the Bar and its Board of Governors were threatened
8 with litigation arising out of Mr. Kimbrough's behavior, the State Bar adopted a new "corporate
9 conduct policy" ("Conduct Policy"). The policy states, *inter alia*, that members of the Board of
10 Governors, its officers, employees, committee members, and section officers:

11 a. Shall "not engage in or facilitate any discriminatory or harassing behavior
12 directed toward the State Bar staff members, officers, directors, . . . in the
13 context of activities relating to the State Bar."

14 b. Shall "not persuade or attempt to persuade any employees of the State Bar to
15 leave the employ of the State Bar or to become employed by any person or
16 entity other than the State Bar."

17 24. The Conduct Policy augmented the rules and policy statements already set forth in the
18 State Bar's Employee Handbook ("Handbook"), which contains its Mission Statement. The
19 Mission Statement provides that the Bar's goals include, but are not limited to, the following:

20 a. "to uphold and elevate the standard of honor, integrity, and courtesy in the
21 legal profession;"

22 b. "to promote a spirit of cordiality and true friendship among members of the
23 Bar; and"

24 c. "to manage the business of the State Bar in a prudent manner."

25 25. The Handbook states that it and the personnel policies and procedures contained
26 within it are meant as a non-exhaustive list of general guidelines that serves to inform its
27 employees of "the conduct that is expected of the employees of the State Bar while acting within
28 the scope of their employment."

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26. The Handbook further states that

Discrimination or harassment, in any form, is a very serious matter when it occurs in the workplace. It can threaten the mental and emotional wellbeing of employees. It is the State Bar policy to prohibit any conduct, whether intentional or unintentional, which results in the illegal discrimination or harassment of employees.

27. The Handbook expressly states that the following actions are examples of inappropriate behavior:

- a. "making unwelcome comments about the appearance . . . of another"
- b. "interfere[ing] with another's motion by blocking or standing in uncomfortably close proximity."

28. The Handbook states that "[a]ll employees from the executive director to the part-time staff will be responsible for adhering to the provisions of this policy in maintaining a work environment that is free from discrimination and harassment between supervisors and employees."

29. The above quoted excerpts from the Conduct Policy, the Handbook, and the State Bar's Mission Statement, along with any other materials that contain policies and procedures, all provide evidence of the terms of the employment contract between each Plaintiff and the State Bar.

30. Upon information and belief, the State Bar did not engage in any meaningful investigation of Ms. Farmer's background, experience, or fitness to fulfill the role of Executive Director of a state bar association.

31. Upon information and belief, Ms. Farmer's experience did not adequately prepare her for the rigors of running a state bar association.

32. Upon information and belief, Ms. Farmer obtained her position as Executive Director due to cronyism and not her ability to do the job.

33. Upon information and belief, had the State Bar pursued even a cursory investigation of Ms. Farmer's background, it would have discovered Ms. Farmer's propensities and lack of abilities.

1 34. From the beginning of her tenure at the State Bar, Ms. Farmer has engaged in a
2 campaign that included verbal and mental abuse, and physical coercion and intimidation
3 targeting a number of experienced and knowledgeable employees of the State Bar in an attempt
4 to persuade those employees to leave the employ of the State Bar.

5 35. Ms. Farmer's behavior created an unhealthy environment that infected the lives of
6 virtually all of the Bar's employees. Although Ms. Farmer systematically targeted individual
7 victims and harassed, abused, undermined, and discredited them until they resigned—her
8 behavior had injurious effects on individuals that extended beyond her chosen target of the
9 moment. The toxic environment affected the efficient and prudent administration of the Bar and
10 harmed the health and wellbeing of the Plaintiffs and numerous other employees.

11 36. Upon information and belief, Ms. Farmer's victims were all individuals whom she
12 perceived as threatening her authority because their knowledge, experience, and expertise far
13 exceeded her own.

14 37. Ms. Farmer wickedly created and perpetuated an environment of insecurity and
15 jeopardy in which the Bar's employees were in constant fear of her next unjustified attack. Ms.
16 Farmer's conduct was so outrageous and abusive that, among others, she managed to drive out a
17 former military air-traffic controller whose doctor instructed him to find a less stressful work
18 environment.

19 **Ms. Farmer Targets and Drives Out Ms. Taylor**

20 38. Ms. Taylor was a loyal and trusted employee with fifteen (15) years of service to the
21 Bar. Her affiliation with the Bar ended as a result of Ms. Farmer's abusive, insulting, and
22 harassing behavior that began almost immediately upon Ms. Farmer's hiring in 2007 and
23 increased until Ms. Taylor was compelled to separate from the Bar. After two years of suffering
24 Ms. Farmer's abuse, it was obvious to Ms. Taylor that she had no choice but to take early
25 retirement.

26 39. Upon information and belief, Ms. Farmer sought to force Ms. Taylor to resign for at
27 least, but not limited to, two reasons. First, Ms. Taylor's experience and expertise were
28 threatening to Ms. Farmer, who lacked experience with client security funds and fee disputes.

1 Ms. Farmer's lack of competence regarding these departments was most glaring when compared
2 to Ms. Taylor's skills. Second, Ms. Taylor continued to advocate for changes in her two
3 departments to better serve their purpose—protecting the public interest. These changes would
4 reduce Ms. Farmer's control over the departments and bring Ms. Farmer's management of the
5 departments and their resources under scrutiny.

6 40. Plaintiffs are informed and believe that Ms. Farmer wanted to avoid outside scrutiny
7 of her management of State Bar resources. Upon information and belief, Ms. Farmer pursued a
8 strategy designed to force Ms. Taylor to take early retirement to prevent her from speaking to
9 individuals outside of the State Bar about Ms. Farmer's poor management of the Clients'
10 Security Fund ("Fund") and the Fee Dispute departments.

11 41. In 2005, while Mr. Kimbrough was still Executive Director, the American Bar
12 Association ("ABA") conducted a site visit. After the ABA surveyed the department, it sent a
13 report with twenty (20) recommendations ("ABA Report") to assure continued funding and
14 efficient administration of the Fund in furtherance of the Fund's purpose and in compliance with
15 ABA guidelines.

16 42. The Fund reimburses clients for losses caused by the dishonest conduct of lawyers.
17 The ABA's Model Rules for Lawyers' Fund for Client Protection state that the purpose of the
18 Fund is to "promote public confidence in the administration of justice and the integrity of the
19 legal profession."

20 43. One of the ABA Report's recommendations was that the Fund be directly supervised
21 by the Nevada Supreme Court and removed from the Bar's supervision.

22 44. Despite Ms. Taylor's attempts to implement the ABA's recommendations, Mr.
23 Kimbrough buried the ABA Report—he ordered that it never be distributed, resisted all
24 discussion of its recommendations and never implemented any part of it. Upon information and
25 belief, Mr. Kimbrough resisted implementation of the ABA Report's recommendations because
26 it would have reduced his control over the Bar's financial resources, since removing the
27 department would reduce the Bar's annual operating budget and result in scrutiny of his
28 management and use of the Bar's resources.

1 45. When Ms. Farmer assumed the position of Executive Director, Ms. Taylor continued
2 to advocate for implementation of the ABA Report's recommendations in order to better serve
3 the purpose of the Fund. Like Mr. Kimbrough, Ms. Farmer ignored Ms. Taylor's requests.
4 Instead, Ms. Farmer took adverse action against Ms. Taylor and made negative comments in her
5 personnel file related to Ms. Taylor's commitment to improving the Fund for the public's
6 protection.

7 46. In or around early 2009, Ms. Farmer asked to borrow Ms. Taylor's copy of the ABA
8 Report under the pretext of making a copy for Ms. Farmer's review. Ms. Farmer never returned
9 Ms. Taylor's copy of the ABA Report and its fate is unknown. Upon information and belief, Ms.
10 Farmer destroyed Ms. Taylor's copy to prevent Ms. Taylor from being able to initiate any action
11 in response to the ABA's recommendations.

12 47. Upon information and belief, Ms. Farmer opposed the ABA's recommendations for
13 the same reason as Mr. Kimbrough—it would reduce her control over the Bar and its finances
14 and bring scrutiny on her past management of the Clients' Security Fund ("Fund").

15 48. Although the ABA recommends transparency in the Fund's administration, Ms.
16 Farmer resisted making public disclosures regarding the Fund's activities, including claims paid
17 by the fund. Indeed, as Executive Director, Ms. Farmer stopped the long-standing practice of
18 issuing press releases and disclosing information regarding the Fund.

19 49. During both Mr. Kimbrough's and Ms. Farmer's tenures, Ms. Taylor had difficulty
20 obtaining any financial information regarding the Fund—including its balance. During that time,
21 Ms. Taylor was never able to obtain an official, audited report of the Fund's finances.

22 50. The limited information provided to Ms. Taylor was riddled with discrepancies which
23 were never adequately explained.

24 51. Upon information and belief, the Fund is not the subject of an independent, annual
25 audit and the public does not have access to its financial information.

26 52. In early August 2009, Ms. Taylor arranged for the ABA to deliver another copy of the
27 ABA Report to the State Bar. Upon receipt, the ABA Report was copied and distributed to
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1 members of the Clients' Security Fund Committee ("Fund Committee") to begin the process of
2 analyzing the ABA Report and its recommendations for implementation.

3 53. On September 1, 2009, during a meeting between Ms. Taylor and Ms. Farmer, Ms.
4 Taylor asked questions regarding the Fund's finances. During this meeting, Ms. Taylor advised
5 Ms. Farmer that she was going to meet with a member of the Fund Committee to discuss
6 increased transparency and better financial reporting. Ms. Farmer immediately tried to prevent
7 Ms. Taylor from attending her meeting saying, "Oh you don't need to meet with him, I will get
8 you what you need." and promised quarterly financial reports in the future.

9 54. Ms. Taylor was not dissuaded from her objective—improving the Fund's
10 administration to further the purpose of protecting the public—and kept her appointment with
11 the member on September 2, 2009.

12 55. Although Ms. Taylor had not informed Ms. Farmer of the meeting with the member
13 on September 2, 2009, upon information and belief, Ms. Farmer took steps to monitor Ms.
14 Taylor's activities. A few days after the meeting, Ms. Farmer asked Ms. Taylor how the meeting
15 had gone.

16 56. Ms. Farmer's abuse of Ms. Taylor increased immediately following Ms. Taylor's
17 efforts to implement the recommendations of the ABA Report—to remove the fund from under
18 the Bar's supervision—and to obtain outside help in securing information on the Fund's financial
19 records.

20 57. Less than a week after Ms. Taylor spoke to another committee member about
21 obtaining the Fund's financials from an external source, Ms. Farmer abruptly asked Ms. Taylor
22 on September 8, 2009, when Ms. Taylor was going to retire, despite the fact that Ms. Taylor had
23 never given any indication that she had plans to retire, and had, at minimum, two (2) years left
24 until her planned retirement. Ms. Taylor responded that she had no plans to retire at that time.

25 58. Upon information and belief, Ms. Farmer realized that Ms. Taylor was committed to
26 seeking financial transparency and other changes to the Fund's administration consistent with the
27 recommendation of the ABA Report and that her commitment would exist so long as Ms. Taylor
28 remained employed at the Bar.

1 59. Beginning in September 2009, Ms. Farmer took additional steps to hasten Ms.
2 Taylor's retirement in order to derail changes that would limit Ms. Farmer's control over the
3 fund and reveal Ms. Farmer's mismanagement.

4 60. Although Ms. Taylor had been requesting additional assistance and resources for her
5 two departments since 2007, Ms. Farmer had categorically refused and ignored Ms. Taylor's
6 requests for additional resources, which included additional staff to help open files and process
7 complaints.

8 61. Since 2007, the number of claims filed in Ms. Taylor's two departments had
9 increased dramatically. Ms. Taylor made numerous requests from 2007 to 2009 for additional
10 resources to handle the increasing number of claims in both departments. These requests
11 included written memos describing her departments' needs, all of which were categorically
12 ignored by Ms. Farmer.

13 62. Ms. Taylor attended all of the Fund Committee's meetings and recorded the meeting
14 minutes. Ms. Taylor had regularly raised her concerns to the Fund Committee and recorded her
15 statements in the Fund Committee's Minutes. Although Ms. Farmer did not regularly attend the
16 meetings, she always received copies of the Minutes.

17 63. In December 2009, Ms. Farmer obtained Board approval for the creation of a
18 Manager position to supervise the Fund. The position would eliminate Ms. Taylor's
19 responsibilities regarding the Fund. Although Ms. Taylor was expected to train the new
20 manager, after the training period, Ms. Taylor's responsibilities would no longer include
21 administering or overseeing the Clients' Protection Fund.

22 64. Upon information and belief, Ms. Farmer took action at this time to prevent Ms.
23 Taylor from further inquiry into the Funds' financial records and to prevent her from taking the
24 action recommended by the ABA Report to have the Fund directly supervised by the Nevada
25 Supreme Court.

26 65. Upon information and belief, Ms. Farmer believed that creating a Manager position
27 above Ms. Taylor would eliminate the need for her to attend committee meetings and prevent her
28 from continuing to raise her concerns regarding Ms. Farmer's management of the Fund.

1 Additionally, Ms. Farmer believed that creating a new position would allow her to hand-pick a
2 stooge whose behavior she would be able to control.

3 66. Ms. Farmer altered long-standing policy in Ms. Taylor's two departments without
4 providing notice to Ms. Taylor. When Ms. Taylor asked why she was not informed of the
5 changes, Ms. Farmer responded, "You didn't ask."

6 67. Despite the fact that the Fund desperately needed to computerize the claims process,
7 Ms. Farmer also refused to provide the resources to do so. Ms. Farmer ignored Ms. Taylor's
8 requests and denied her the tools to effectively run the program designed to protect the public,
9 while continuing to provide increasing support and resources to other departments—including a
10 substantial allocation of funds for redecorating and landscaping the Bar's Las Vegas office.
11 Upon information and belief, the Clients' Security Fund department is still not computerized—
12 claims are all processed manually.

13 68. In December of 2009, Ms. Farmer screamed at Ms. Taylor when she questioned Ms.
14 Farmer's decisions regarding the staffing needs of Ms. Taylor's departments.

15 69. From 2007, until she was forced into early retirement in 2010, Ms. Taylor often
16 observed Ms. Farmer berate, insult, belittle, undermine, humiliate, and scream at other
17 employees.

18 70. During her tenure, Ms. Farmer failed to prudently manage either of Ms. Taylor's
19 departments and instead sought to undermine Ms. Taylor's ability to fulfill her responsibilities to
20 the public and the members of the Bar by refusing to implement procedures necessary to
21 promote the purposes of the Fund, refusing to provide the necessary resources to effectively
22 handle claims, refusing to communicate directly with Ms. Taylor regarding her department, and
23 ignoring, sabotaging, and hindering Ms. Taylor's attempts to remedy the problems.

24 71. Ms. Taylor reasonably believed that raising her concerns with the Board of Governors
25 would be futile given its refusal to take any remedial action in the face of Mr. Kimbrough's
26 abuse and malfeasance.

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1 72. Therefore, in light of the Board's pattern and practice of disregarding employee
2 complaints, Ms. Taylor felt that her only available means of escape from Ms. Farmer's abuse
3 was to take early retirement.

4 73. Absent Ms. Farmer's decision to victimize Ms. Taylor, she would not have retired for
5 several more years.

6 74. Ms. Taylor gave notice of her intent to retire on March 22, 2010, and worked her last
7 day on April 2, 2010.

8 **Ms. Farmer Targets and Drives Out Ms. Eichman**

9 75. Beginning early in 2008, Ms. Farmer began a concerted campaign to force Ms.
10 Eichman to resign. Ms. Farmer's demonic irrational attacks occurred with increasing frequency,
11 culminating in a physical attack that forced Ms. Eichman to resign.

12 76. During the entire course of Ms. Eichman's employment at the State Bar, the Board of
13 Bar Examiners had made express representations that she reported directly to it and not to the
14 Board of Governors. Therefore, in or around August 2009, Ms. Eichman began reporting Ms.
15 Farmer's behavior to the Board of Bar Examiners.

16 77. From August 2009, until she was forced to resign in April 2010, Ms. Eichman spoke
17 with six (6) different members of the Board of Bar Examiners and prepared a written
18 memorandum detailing Ms. Farmer's abusive behaviors and actions. However, the Board of Bar
19 Examiners was indifferent, and never took any action to investigate or prevent further abusive
20 behavior.

21 78. Ms. Farmer's campaign to destroy Ms. Eichman began by her repeatedly launching
22 personal attacks on Ms. Eichman to humiliate her in front of the Board and other employees, and
23 interfere with Ms. Eichman's ability to effectively do her job. For example, Ms. Farmer:

- 24 a. undermined Ms. Eichman's ability to effectively manage the staff in the
25 admissions department by conduct including, but not limited to, making
26 comments to people under Ms. Eichman's direct supervision that insulted and
27 criticized Ms. Eichman on a personal and professional level;

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- 1 b. baselessly berated Ms. Eichman's work performance and, on at least one
2 occasion, accused Ms. Eichman of lying about work-related matters within the
3 hearing of other staff, while ignoring documentation Ms. Eichman offered to
4 substantiate her position;
- 5 c. usurped Ms. Eichman's authority to make decisions involving the work,
6 resources, and staff of the admissions department; for example, she unilaterally
7 commandeered admissions department resources in a way that jeopardized
8 confidential information provided to the admissions department, and made
9 unilateral decisions that negatively affected the work environment and the
10 productivity of the admissions department;
- 11 d. changed Bar rules, policies, and regulations to suit her whim and refused to
12 communicate the new policies and procedures to Ms. Eichman despite the fact
13 that as a director, Ms. Eichman needed the information to effectively manage
14 her staff. On at least one occasion, Ms. Farmer specifically instructed other
15 employees to not communicate new policies to Ms. Eichman.
- 16 e. criticized Ms. Eichman's decision to hire well-qualified candidates for
17 positions in the admissions department; and
- 18 f. launched screaming attacks on Ms. Eichman and other employees in the
19 admissions department, creating an atmosphere of fear and intimidation, which
20 often resulted in Ms. Eichman herself becoming emotionally distraught and
21 requiring her to protect and console other distressed employees.

22 79. Upon information and belief, Ms. Farmer's intent to force Ms. Eichman to resign was
23 evidenced by comments such as the one she made during the fall of 2009, when Ms. Farmer
24 pointedly stated to Ms. Eichman, "We both know you are not going to be here long."

25 80. Beginning in the fall 2009, Ms. Farmer sought to isolate Ms. Eichman and prevent the
26 revelation of Ms. Farmer's own incompetence by prohibiting Ms. Eichman from speaking to
27 members of the Board of Governors, the Board of Bar Examiners, or the Committee on Moral
28 Character and Fitness about State Bar policies and procedures. Ms. Farmer instructed Ms.

1 Eichman that she was only allowed to speak to Ms. Farmer or the Bar President regarding
2 policies, rules, and procedures, even if those pertained to admissions.

3 81. Ms. Farmer even went so far as to manufacture a harassment charge against Ms.
4 Eichman, telling Ms. Eichman that an unidentified staff member was offended by what was
5 vaguely described as Ms. Eichman's "language." When asked for specifics, Ms. Farmer was
6 unable to provide any because, upon information and belief, she had fabricated the entire
7 incident. Neither Ms. Farmer nor the Board ever conducted an investigation or took disciplinary
8 action against Ms. Eichman; Ms. Farmer merely utilized the alleged "harassment" as another
9 means of tormenting Ms. Eichman and encouraging her to resign from her position at the Bar.

10 82. At the time Ms. Farmer forced Ms. Eichman to resign, the Admissions Department
11 was in the process of grading the February 2010 bar exams. As a result of Ms. Farmer's actions,
12 the Admissions Department was not competently managed. The Nevada Bar Exam utilizes a
13 double-blind grading system that would be difficult, if not impossible, for an inexperienced
14 person to administer; Ms. Eichman identified and corrected grading mistakes made by
15 Admissions staff on every exam she oversaw in her 13 years. After running Ms. Eichmann out,
16 Ms. Farmer appointed an interim director who had no experience in the administration and
17 grading of bar exams.

18 83. As a direct result of Ms. Farmer's conduct and the Board's failure to properly
19 supervise the State Bar, Ms. Eichman is informed and believes that errors were made during the
20 grading of the February 2010 bar exam which caused persons who had not actually passed the
21 exam to be admitted to the Bar. Ms. Eichmann strongly suspects that the Bar erred in grading
22 the February 2010 bar exam, based on her 13 years overseeing the Admissions Department, the
23 low passage rate in February 2010, and the published results, which included several individuals
24 who had repeatedly failed previous Bar Exams.

25 84. Upon information and belief, the February 2010 passage rate was the lowest in
26 Nevada's history and a reasonable person viewing the results of the February bar exam would be
27 immediately concerned about the unlikely results, upon information and belief, the Bar has never
28 taken any steps to determine the reason for the improbable results.

1 85. Ms. Farmer's increasingly abusive behavior culminated in an incident during which
2 she physically threatened and intimidated Ms. Eichman.

3 86. On or around March 22, 2010, at approximately 3:00 p.m., Ms. Farmer entered Ms.
4 Eichman's office and hurled a document at Ms. Eichman.

5 87. Ms. Farmer followed this assault by screaming and yelling at Ms. Eichman, slamming
6 her hand on Ms. Eichman's desk, and approaching Ms. Eichman in a physically threatening
7 manner.

8 88. Concerned that Ms. Farmer was going to batter her, Ms. Eichman physically retreated
9 by moving her chair back to create a distance between her and Ms. Farmer.

10 89. Ms. Eichman tendered her resignation on April 5, 2010.

11
12 **Ms. Farmer Drives Out Ms. Breinig**

13 90. As an investigator who reported directly to Ms. Eichman, Ms. Breinig occupied a
14 front-row seat from which she witnessed Ms. Farmer terrorize Ms. Eichman, before herself
15 becoming a victim of Ms. Farmer's tirades and attacks.

16 91. Although Ms. Farmer did not directly target Ms. Breinig before the spring of 2010,
17 Ms. Farmer's irrational behavior and mistreatment of Ms. Eichman had already had negative
18 effects on Ms. Breinig's health and ability to perform her job.

19 92. During the weeks leading up to April 1, 2010, Ms. Farmer began making
20 unreasonable demands on Ms. Breinig by requesting she provide information relating to contract
21 negotiations and price quotes obtained for the venue of previous years' bar exams, despite the
22 fact that Ms. Eichman had already informed Ms. Farmer that the information was no longer
23 available. Ms. Farmer then demanded that Ms. Breinig replicate the previous work and obtain
24 new quotes for convention facilities.

25 93. On April 1, 2010, Ms. Farmer entered Ms. Breinig's office in an agitated state and
26 demanded the price quotes. Ms. Breinig informed Ms. Farmer that she had provided the
27 requested information and that Ms. Farmer could find it in her mailbox.

28

1 94. Ms. Farmer departed for the mailroom and returned momentarily with a large stack of
2 papers. Upon her return, she began rapidly firing questions at Ms. Breinig in an intimidating and
3 demeaning manner. Ms. Farmer appeared irate and continued to harangue and ridicule Ms.
4 Breinig for her inability to answer questions which Ms. Farmer knew were not within Ms.
5 Breinig's area of responsibility, and went on to criticize the quality of her work.

6 95. Due to Ms. Farmer's verbal and emotional attack, Ms. Breinig became distraught,
7 suffered from severe anxiety, and was forced to take sick time for the remainder of the afternoon.

8 96. The following day, Friday, April 2, 2010, Ms. Breinig spoke to Alice Grimble ("Ms.
9 Grimble"), the Bar's Human Resources Coordinator, because Ms. Breinig wanted to document
10 the events of the previous day.

11 97. Ms. Grimble informed Ms. Breinig that Ms. Grimble was required to inform Ms.
12 Farmer of anything Ms. Breinig told her. Due to the events of the previous day, Ms. Breinig was
13 not comfortable with her statements being immediately communicated to Ms. Farmer because
14 she feared it would result in further abuse by Ms. Farmer.

15 98. Ms. Breinig went to speak to David Clark ("Mr. Clark"), Deputy Bar Counsel,
16 regarding the procedure for making a record of the previous day's events. Mr. Clark told Ms.
17 Breinig that he was unaware of the fact that procedure required Ms. Grimble to report everything
18 to Ms. Farmer, but also stated that the matter had been brought to his attention.

19 99. The following Monday, April 5, 2010, Ms. Breinig arrived at work and received a
20 message from Ms. Farmer demanding that Ms. Breinig proceed to Ms. Farmer's office
21 immediately. Fearful of another of Ms. Farmer's irrational outbursts, Ms. Breinig requested that
22 Ms. Eichman, her supervisor, accompany her. Upon seeing both Ms. Eichman and Ms. Breinig,
23 Ms. Farmer refused to conduct the meeting and told Ms. Breinig to wait in her own office and
24 that the meeting would occur there.

25 100. Approximately five minutes later, Ms. Farmer ran into Ms. Breinig's office and
26 slammed the door. Terrified, Ms. Breinig jumped up and requested that Ms. Eichman be present
27 for the meeting. Ms. Farmer responded by shouting "NO!"
28

1 101. After Ms. Breinig explained that she was uncomfortable being trapped in the office
2 alone with Ms. Farmer, Ms. Farmer again refused to allow Ms. Breinig to go get her supervisor,
3 Ms. Eichman.

4 102. When Ms. Breinig attempted to exit the office, Ms. Farmer jumped between Ms.
5 Breinig and the door and blocked her exit.

6 103. Given Ms. Farmer's intimidating demeanor, the fact that she had closed the two
7 women inside the office, and refused to allow Ms. Breinig to go get Ms. Eichman, Ms. Breinig
8 felt trapped and fearful.

9 104. Once Ms. Farmer eventually yielded and opened the door, she began speaking loudly,
10 demeaning Ms. Breinig, and demanded that Ms. Breinig follow her to speak to Ms. Grumble.

11 105. Ms. Eichman overheard the exchange and asked Ms. Breinig if she wanted her to
12 attend the meeting, but Ms. Farmer told Ms. Eichman that she could not attend.

13 106. Because Ms. Grumble was not in her office, Ms. Farmer finally released Ms. Breinig
14 who sought refuge in Ms. Eichman's office.

15 107. Upon entering Ms. Eichman's office, Ms. Breinig became emotional and was in a
16 state of shock and disbelief. Ms. Breinig remained in Ms. Eichman's office because she was
17 afraid to leave.

18 108. Having already been informed that any report to Human Resources would be repeated
19 to Ms. Farmer, Ms. Breinig turned to the State Bar's counsel for advice.

20 109. During the consultation with Mr. Clark, Deputy Bar Counsel, he informed Ms.
21 Breinig that procedure required her to call the State Bar's President, Kathy England ("Ms.
22 England").

23 110. At approximately 9:30 a.m., Ms. Breinig called Ms. England in accordance with the
24 Handbook's provisions for filing a complaint.

25 111. Upon information and belief, Ms. Farmer and Ms. England are close friends and often
26 engage in social activities together.

27 112. During the initial conversation between Ms. England and Ms. Breinig, Ms. England
28 made no assurances regarding Ms. Breinig's safety.

1 113. Finally, Ms. England informed Ms. Breinig that she was being placed on
2 administrative leave because she was not capable of being productive.

3 114. Ms. England asked several times if Ms. Breinig had made a written record of the
4 events from the past week and demanded to know the specific contents and degree of detail in
5 the documentation.

6 115. Based on a later conversation Ms. Breinig had with a member of the Board of
7 Governors, she believes that Ms. England was already planning and effecting a cover-up of Ms.
8 Farmer's misdeeds, just as the Board had done in the Kimbrough matter. During the
9 conversation, Ms. Breinig was told by the member of the Board of Governors that Ms. Farmer
10 and Ms. England would take advantage of Ms. Breinig's knowledge and experience to keep the
11 admissions department afloat, but that they would find a way to eliminate her at the first
12 opportunity. Additionally, the Board member gave this breathtaking advice to Ms. Breinig: that
13 her only option was to resign because the Bar and the Board of Governors would not take any
14 remedial action to provide a safe work environment.

15 116. Ms. England then advised Ms. Breinig that if Ms. Breinig was filing a formal
16 grievance, then Ms. England would need to conduct an investigation, in order to adhere to the
17 procedures enumerated in the Handbook.

18 117. At approximately 2:50 p.m., Ms. England called Ms. Breinig and advised her that she
19 had been unable to proceed for most of the day because it took her more than five hours to obtain
20 a copy of the Handbook. However, she also told Ms. Breinig to expect a call from Cam
21 Ferenbach ("Mr. Ferenbach"), the Bar's President-elect, suggesting that she had already been in
22 contact with him. Upon information and belief, Ms. England and Mr. Ferenbach had already
23 taken steps in furtherance of a cover-up.

24 118. Both Ms. England and Mr. Ferenbach are Nevada attorneys whose legal practices
25 focus on employment law. In fact, Ms. England publicly holds herself out as "representing
26 victims of discrimination and abuse."

27 119. Ms. Breinig spoke to Mr. Ferenbach by telephone at approximately 4:00 p.m. on
28 April 5, 2010. During the call, Ms. Breinig made it clear that she was afraid of Ms. Farmer.

1 120. At approximately 5:15 p.m., Ms. England called Ms. Breinig and—despite having
2 been advised of her fear of Ms. Farmer—told her that she had decided that Ms. Breinig would be
3 required to work even more closely with Ms. Farmer. Ms. England pressured Ms. Breinig to
4 return to work immediately, despite the fact that Ms. England stated that neither she nor Mr.
5 Ferenbach had spoken to Ms. Farmer. Upon information and belief, neither Ms. England nor Mr.
6 Ferenbach conducted any investigation of Ms. Breinig’s complaint.

7 121. During this conversation, Ms. England minimized the significance of Ms. Farmer’s
8 behavior and focused on convincing Ms. Breinig to return to work.

9 122. On the morning of April 6, 2010, Ms. England called Ms. Breinig and requested that
10 she attend a 12:30 p.m. meeting with herself and Mr. Ferenbach. Ms. Breinig reluctantly agreed.

11 123. Ms. Breinig and her husband, Sami Bakdash (“Mr. Bakdash”) arrived at
12 approximately 12:25 p.m. for the meeting. However, Ms. England and Mr. Ferenbach refused to
13 allow Mr. Bakdash – a licensed Nevada attorney – to sit in on the meeting and made him wait in
14 the lobby.

15 124. Once sequestered in a boardroom, Ms. Breinig began crying because she was
16 emotionally distraught and having a difficult time coping. Ms. England assured Ms. Breinig that
17 she would “fix” the situation, and pressured Ms. Breinig to return to work immediately following
18 the meeting without making any promises regarding Ms. Farmer’s future conduct or Ms.
19 Breinig’s physical safety.

20 125. Ms. Breinig made repeated requests for assurances that Ms. Farmer would never
21 again confine her in her office, or otherwise mistreat her. These requests were ignored. Neither
22 Mr. Ferenbach nor Ms. England would provide any assurances that Ms. Farmer’s future conduct
23 would be different. Instead, they continued to pressure Ms. Breinig to return to work.

24 126. Ms. Breinig objected to having been placed on administrative leave because it created
25 the appearance that she was in the wrong. Ms. England did not offer any other viable option and
26 stated that she could not control Ms. Farmer’s behavior. Instead, she continued to ask Ms.
27 Breinig when she would be returning to work.

28

1 127. During this meeting, Ms. England and Mr. Ferenbach presented Ms. Breinig with
2 a self-serving memorandum (the "Memo") that contained a partial recitation of the events that
3 had recently transpired and mischaracterized Ms. Breinig's statements to Ms. England.

4 128. Although the Memo states that Ms. England has requested and was awaiting a report
5 from Ms. Farmer, during the meeting, Ms. England and Mr. Ferenbach informed Ms. Breinig
6 that the Memo and the six "assurances" represented the Board's final decision and action in
7 response to her complaint. Essentially, the State Bar, its President, and President-elect promised
8 no action and no investigation into complaints of harassment, abuse, and physical threats.

9 129. The Memo's six "assurances" made no promises regarding Ms. Breinig's physical
10 safety or Ms. Farmer's future conduct.

11 130. Upon information and belief, Ms. England's and Mr. Ferenbach's only purpose in
12 creating the Memo was to cover-up Ms. Farmer's wrongful and unlawful conduct.

13 131. After an hour of pressuring Ms. Breinig to return to work without addressing Ms.
14 Farmer's past or future behavior, the meeting concluded with the problem unresolved. Ms.
15 Breinig was promised a letter of apology from Ms. Farmer, which Ms. England later delivered
16 via e-mail.

17 132. Ms. Farmer's so-called "apology letter" did not apologize for her previous conduct; it
18 only made excuses. Although it stressed that the State Bar should be "an environment that
19 fosters professionalism, integrity and creativity," the letter did not promise a safe work
20 environment or one free from harassment, abuse, or physical threats. It also pressured Ms.
21 Breinig to return to work immediately. Needless to say, the letter did nothing to relieve Ms.
22 Breinig's fear and anxiety regarding Ms. Farmer's behavior. If anything, it aggravated the
23 situation.

24 133. Ms. Farmer's only other communication before Ms. Breinig's resignation was a letter
25 dated April 7, 2010. Like the previous letter, it did not apologize or make any assurances
26 regarding Ms. Breinig's physical safety, or promise an environment free from harassment and
27 abuse. It merely promised that Ms. Breinig could use administrative and sick time if she needed
28 to take time off.

1 134. As a result of Ms. Farmer's behavior, Ms. Breinig was not able to eat or sleep and has
2 suffered multiple panic attacks.

3 135. Ms. Breinig was forced to seek medical treatment on April 7, 2010, due to the distress
4 that she experienced as a result of Ms. Farmer's behavior. After ordering a series of tests, Ms.
5 Breinig's doctor prescribed her an anti-anxiety medication and an anti-depressant.

6 136. Ms. Eichman had already resigned on April 5, 2010, due to Ms. Farmer's unceasing
7 and increasingly abusive and outrageous behavior directed at Ms. Breinig and herself. It was
8 obvious to Ms. Eichman that Ms. Farmer's behavior would continue – approved and condoned
9 by the Board of Governors.

10 137. Plaintiffs are not the only casualties of Ms. Farmer's reign of terror. Upon
11 information and belief, during Ms. Farmer's two-plus-years of depravities, she has terminated or
12 forced the resignations of at least 15 employees, the majority of whom were high-level
13 employees with many years of service to the Bar.

14 138. In light of the excessive turnover of senior personnel, the Board of Governors was on
15 notice that the employment conditions at the Bar were deplorable. Nonetheless, the Board made
16 no effort to contact any of the Plaintiffs to inquire as to their motivation for separating from the
17 Bar (other than the sham investigation conducted by the San Francisco attorney, in which these
18 Plaintiffs refused to participate), and upon information and belief, neither the President (Ms.
19 England) nor the President-Elect (Mr. Ferenbach) did anything.

20 139. After successfully driving out the most qualified and experienced employees, Ms.
21 Farmer frequently hired or promoted unqualified individuals to assume their positions. For
22 example, Ms. Farmer appointed her secretary/assistant as the acting Continuing Education
23 Director after driving out the previous two persons who held the position. Ms. Farmer appointed
24 her assistant even though her assistant only has a high school education and little or no
25 management experience. This is only one of many examples of Ms. Farmer purposefully
26 selecting lackeys who would not recognize Ms. Farmer's inadequacies or question her judgment.

27

28

1 140. After driving out individuals who disagreed with her, Ms. Farmer intentionally left
2 some positions vacant in order to manipulate her budget data at the expense of the State Bar's
3 member services and programming.

4 141. Upon information and belief, Ms. Farmer then utilized the surplus to fund an
5 extensive redecorating and landscaping plan during the same year that the Bar was unable to
6 afford cost of living raises for its employees.

7 142. Upon being informed of Ms. Farmer's illegal and harassing behavior, the Board of
8 Governors resumed its pattern and practice of covering-up the wrongful actions of its Executive
9 Directors.

10 143. The Board once again engaged the San Francisco attorney--the same individual it had
11 hired to conduct the sham investigation after accusations were made against Mr. Kimbrough--to
12 investigate the allegations against Ms. Farmer.

13 144. Predictably, the San Francisco attorney once again found no information to
14 substantiate the allegations against Ms. Farmer. Plaintiffs have been advised by persons
15 interviewed by the San Francisco attorney during the course of his "investigation" that he did not
16 seem interested in ascertaining the truth, but instead sought to justify a pre-ordained conclusion.

17 145. In light of the Board of Governors' unwillingness to pursue a good faith investigation
18 into the intolerable working conditions at the State Bar offices, Ms. Eichman, Ms. Breinig, and
19 Ms. Taylor were left with no choice but to succumb to Ms. Farmer's Machiavellian plan to
20 persuade them to abandon their employment with the State Bar.

21 **FIRST CAUSE OF ACTION**

22 **(Breach of Contract as to Ms. Eichman Against the State Bar)**

23 146. Ms. Eichman reincorporates and realleges the allegations set forth in paragraphs 1-
24 145 as though fully set forth herein.

25 147. Ms. Eichman and the State Bar were parties to a valid and existing employment
26 contract.

27 148. Ms. Eichman performed or was excused from performance of the terms of the
28 contract.

1 149. The State Bar breached the contract by, but not limited to, allowing, and thereby
2 encouraging, Ms. Farmer to harass and intimidate Ms. Eichman in direct contravention of the
3 State Bar's conduct guidelines delineated in its Employee Handbook.

4 150. The State Bar further breached the contract because Ms. Farmer attempted to
5 persuade Ms. Eichman to terminate her employment with the State Bar in direct contravention to
6 its Corporate Conduct policy.

7 151. Ms. Eichman sustained damages in an amount in excess of \$10,000.00 according to
8 proof.

9 **SECOND CAUSE OF ACTION**

10 **(Contractual Breach of the Implied Covenant of Good Faith and**
11 **Fair Dealing as to Ms. Eichman against the State Bar)**

12 152. Ms. Eichman reincorporates and realleges the allegations set forth in paragraphs 1-
13 151 as though fully set forth herein.

14 153. Ms. Eichman and the State Bar were parties to a contract.

15 154. The State Bar owed a duty of good faith and fair dealing to Ms. Eichman.

16 155. The State Bar breached that duty by, but not limited to, (1) allowing Ms. Farmer to
17 harass and physically intimidate Ms. Eichman, (2) undermining Ms. Eichman's authority and
18 ability to perform her job, and (3) subjecting Ms. Eichman to ridicule in an effort to persuade
19 Ms. Eichman to terminate her employment, which was unfaithful to the purpose of the contract.

20 156. Ms. Eichman's justified expectations were thus denied, and she has been damaged in
21 excess of \$10,000.00 according to proof.

22 **THIRD CAUSE OF ACTION**

23 **(Breach of Contract as to Ms. Taylor Against the State Bar)**

24 157. Ms. Taylor reincorporates and realleges the allegations set forth in paragraphs 1-156
25 as though fully set forth herein.

26 158. Ms. Taylor and the State Bar were parties to a valid and existing employment
27 contract.

28 159. Ms. Taylor performed or was excused from performance of the terms of the contract.

1 160. The State Bar breached the contract by, but not limited to, allowing, and thereby
2 encouraging, Ms. Farmer to harass and intimidate Ms. Taylor in direct contravention of the State
3 Bar's conduct guidelines delineated in its Employee Handbook.

4 161. The State Bar further breached the contract because Ms. Farmer attempted to
5 persuade Ms. Taylor to terminate her employment with the State Bar in direct contravention of
6 its Corporate Conduct policy.

7 162. Ms. Taylor sustained damages in an amount in excess of \$10,000.00 according to
8 proof.

9 **FOURTH CAUSE OF ACTION**

10 **(Contractual Breach of the Implied Covenant of Good Faith and Fair Dealing as to Ms.
11 Taylor Against the State Bar)**

12 163. Ms. Taylor reincorporates and realleges the allegations set forth in paragraphs 1-
13 162 as though fully set forth herein.

14 164. Ms. Taylor and the State Bar were parties to a contract.

15 165. The State Bar owed a duty of good faith and fair dealing to Ms. Taylor.

16 166. The State Bar breached that duty by, but not limited to, (1) undermining Ms.
17 Taylor's ability to fulfill her responsibilities to the public and the members of the Bar; (2)
18 refusing to provide the necessary resources to enable Ms. Taylor to effectively carry out the
19 responsibilities of her position; (3) ignoring, sabotaging, and hindering Ms. Taylor's efforts to
20 establish greater financial transparency and other changes to the Fund's administration consistent
21 with the purpose of protecting the public.

22 167. Ms. Taylor's justified expectations were thus denied, and she has been damaged
23 in excess of \$10,000.00 according to proof.

24 **FIFTH CAUSE OF ACTION**

25 **(Breach of Contract as to Ms. Breinig Against the State Bar)**

26 168. Ms. Breinig reincorporates and realleges the allegations set forth in paragraphs 1-167
27 as though fully set forth herein.

28

1 169. Ms. Breinig and the State Bar were parties to a valid and existing employment
2 contract.

3 170. Ms. Breinig performed or was excused from performance of the terms of the contract.

4 171. The State Bar breached the contract by, but not limited to, allowing, and thereby
5 encouraging, Ms. Farmer to harass and intimidate Ms. Breinig in direct contravention of the
6 State Bar's conduct guidelines delineated in its Employee Handbook.

7 172. The State Bar further breached the contract because Ms. Farmer attempted to
8 persuade Ms. Breinig to terminate her employment with the State Bar in direct contravention of
9 its Corporate Conduct policy.

10 173. Ms. Breinig sustained damages in an amount in excess of \$10,000.00 according to
11 proof.

12 **SIXTH CAUSE OF ACTION**

13 **(Contractual Breach of the Implied Covenant of Good Faith
14 and Fair Dealing as to Ms. Breinig Against the State Bar)**

15 174. Ms. Breinig reincorporates and realleges the allegations set forth in paragraphs 1-173
16 as though fully set forth herein.

17 175. Ms. Breinig and the State Bar were parties to a contract.

18 176. The State Bar owed a duty of good faith and fair dealing to Ms. Breinig.

19 177. The State Bar breached that duty by, but not limited to, allowing Ms. Farmer to
20 harass and physically intimidate Ms. Breinig, undermining Ms. Breinig's ability to perform her
21 job, and subjecting Ms. Breinig to ridicule in an effort to persuade Ms. Breinig to terminate her
22 employment, which was unfaithful to the purpose of the contract.

23 178. Ms. Breinig's justified expectations were thus denied, and she was damaged in
24 excess of \$10,000.00 according to proof.

25 **SEVENTH CAUSE OF ACTION**

26 **(Negligent Hiring as to All Plaintiffs Against the State Bar)**

27 179. Plaintiffs reincorporate and reallege the allegations set forth in paragraphs 1-178 as
28 though fully set forth herein.

1 180. The State Bar had a duty to conduct a reasonable background check on Ms. Farmer
2 to ensure that she was fit for the position of Executive Director.

3 181. Defendants breached that duty by failing to conduct any meaningful investigation of
4 Ms. Farmer's background, experience, or fitness to fulfill the role of Executive Director of a
5 state bar association.

6 182. As alleged above, had the State Bar pursued an adequate investigation, it would have
7 discovered Ms. Farmer's propensity for abusive and harassing behavior.

8 183. The State Bar hired Ms. Farmer even though it knew or should have known Ms.
9 Farmer presented an undue risk of harm to the State Bar's employees.

10 184. The State Bar's breach of its duty was the legal cause of injuries and damages
11 suffered by Plaintiffs.

12 185. As a direct and proximate result of the State Bar's negligence, Plaintiffs have
13 suffered, and will continue to suffer, damages in an amount in excess of \$10,000.00 according
14 to proof.

15 **EIGHTH CAUSE OF ACTION**

16 **(Negligent Retention as to All Plaintiffs against the State Bar)**

17 186. Plaintiffs reincorporate and reallege the allegations set forth in paragraphs 1-185 as
18 though fully set forth herein

19 187. Ms. Farmer was unfit to hold the position of Executive Director of the State
20 Bar of Nevada.

21 188. The State Bar had a duty to remove Ms. Farmer after learning that Ms. Farmer was
22 unfit for the position of Executive Director.

23 189. The State Bar failed to terminate or remove Ms. Farmer after learning of Ms.
24 Farmer's unfitness for the position of Executive Director.

25 190. As a direct and proximate result of the State Bar's negligence, Plaintiffs have
26 suffered, and will continue to suffer, damages in an amount in excess of \$10,000.00 according to
27 proof.

28

1 **NINTH CAUSE OF ACTION**

2 **(Negligent Supervision as to Ms. Eichman and Ms. Breinig against the State Bar)**

3 191. Ms. Eichman and Ms. Breinig reincorporate and reallege the allegations set forth in
4 paragraphs 1-190 as though fully set forth herein.

5 192. The State Bar was aware that Ms. Farmer was physically and mentally abusing its
6 employees.

7 193. The State Bar had a duty to provide Ms. Eichman and Ms. Breinig with a safe
8 working environment free of threats or harassment.

9 194. The State Bar breached its duty by failing to conduct a good faith investigation, and
10 by failing to discharge or reassign Ms. Farmer.

11 195. As a direct and proximate result of the State Bar's negligence, Plaintiffs have
12 suffered, and will continue to suffer, damages in an amount in excess of \$10,000.00 according
13 to proof.

14 **TENTH CAUSE OF ACTION**

15 **(Tortious Constructive Discharge as to Ms. Eichman against the State Bar)**

16 196. Ms. Eichman reincorporates and realleges the allegations set forth in paragraphs 1-
17 190 as though fully set forth herein.

18 197. Based on the Supreme Court Rules and representations made by members of the
19 State Bar and the Board of Governors, Ms. Farmer could not terminate Ms. Eichman without the
20 approval of the Board of Bar Examiners.

21 198. Consequently, Ms. Eichman and the State Bar had a special relationship, which led
22 Ms. Eichman to reasonably believe she could only be terminated pursuant to established
23 procedures.

24 199. Because of these protections, Ms. Farmer sought to drive Ms. Eichman out by
25 creating working conditions so intolerable and aggravated that a reasonable person in Ms.
26 Eichman's position would feel compelled to resign.

27 200. Ms. Eichman resigned as a direct result of the intolerable working conditions created
28 by Ms. Farmer.

1 212. As a direct and proximate result of Ms. Farmer's tortious conduct, Ms. Eichman has
2 suffered, and will continue to suffer, damages in an amount in excess of ten thousand dollars
3 (\$10,000) according to proof.

4 **THIRTEENTH CAUSE OF ACTION**

5 **(False Imprisonment as to Ms. Breinig Against Ms. Farmer)**

6 213. Ms. Breinig reincorporates and realleges the allegations set forth in paragraphs 1-212
7 as though fully set forth herein.

8 214. On or around April 5, 2010, Ms. Farmer entered Ms. Breinig's office and closed the
9 door without Ms. Breinig's consent.

10 215. Ms. Farmer refused to allow Ms. Breinig to leave the office by jumping between Ms.
11 Breinig and the door, which blocked the exit.

12 216. Ms. Breinig felt trapped, fearful, and was unable to leave.

13 217. As a direct and proximate result of Ms. Farmer's tortious conduct, Ms. Breinig has
14 suffered, and will continue to suffer, damages in an amount in excess of \$10,000.00 according to
15 proof.

16 **FOURTEENTH CAUSE OF ACTION**

17 **(Respondeat Superior as to Ms. Breinig Against the State Bar)**

18 218. Ms. Breinig reincorporates and realleges the allegations set forth in paragraphs 1-217
19 as though fully set forth herein.

20 219. As alleged in paragraphs 213-217 above, Ms. Farmer falsely imprisoned Ms. Breinig.

21 220. Ms. Farmer was acting in the course and scope of her employment as Executive
22 Director when she falsely imprisoned Ms. Breinig.

23 221. As a direct and proximate result of Ms. Farmer's tortious conduct, Ms. Breinig has
24 suffered, and will continue to suffer, damages in an amount in excess of \$10,000.00 according to
25 proof.

26 **FIFTEENTH CAUSE OF ACTION**

27 **(Intentional Infliction of Emotional Distress as to
28 Ms. Eichman against Ms. Farmer and the State Bar)**

1 222. Ms. Eichman reincorporates and realleges the allegations set forth in paragraphs 1-
2 221 as though fully set forth herein.

3 223. The State Bar's and Ms. Farmer's conduct was extreme or outrageous and done with
4 the intention of or reckless disregard for, causing emotional distress to Ms. Eichman.

5 224. Ms. Eichman suffered severe or extreme emotional distress as the proximate result of
6 the defendants' conduct.

7 225. As a direct and proximate result of the foregoing, Ms. Eichman has been damaged in
8 excess of \$10,000.00 according to proof.

9 **SIXTEENTH CAUSE OF ACTION**

10 **(Intentional Infliction of Emotional Distress as to**
11 **Ms. Breinig against Ms. Farmer and the State Bar)**

12 226. Ms. Breinig reincorporates and realleges the allegations set forth in paragraphs 1-225
13 as though fully set forth herein.

14 227. The State Bar's and Ms. Farmer's conduct was extreme or outrageous and done with
15 the intention of or reckless disregard for, causing emotional distress to Ms. Breinig.

16 228. Ms. Breinig's severe emotional distress manifested in insomnia, inability to eat, and
17 multiple panic attacks.

18 229. Ms. Breinig was forced to seek medical attention and her doctor prescribed both anti-
19 anxiety and anti-depressive medication to treat her severe emotional distress.

20 230. Ms. Farmer's abusive conduct is the proximate cause of Ms. Breinig's severe
21 emotional distress.

22 231. As a direct and proximate result of the foregoing, Ms. Breinig has been damaged in
23 excess of \$10,000.00 according to proof.

24 **SEVENTEENTH CAUSE OF ACTION**

25 **(Negligent Infliction of Emotional Distress**
26 **as to Ms. Eichman against the State Bar)**

27 232. Ms. Eichman reincorporates and realleges the allegations set forth in paragraphs 1-
28 231 as though fully set forth herein.

233. The State Bar had a duty to provide a workplace free from harassment.

1 234. As alleged above, the State Bar breached that duty by negligently hiring Ms. Farmer,
2 failing to conduct a good faith investigation of Ms. Farmer, failure to supervise Ms. Farmer, and
3 retaining Ms. Farmer.

4 235. Ms. Farmer's actions caused Ms. Eichman serious emotional distress.

5 236. As a direct and proximate result of the State Bar's negligence, Ms. Eichman has
6 suffered, and will continue to suffer, damages in an amount in excess of \$10,000.00 according to
7 proof.

8 **EIGHTEENTH CAUSE OF ACTION**

9 **(Negligent Infliction of Emotional Distress
10 as to Ms. Breinig against the State Bar)**

11 237. Ms. Breinig reincorporates and realleges the allegations set forth in paragraphs 1-236
12 as though fully set forth herein.

13 238. The State Bar had a duty to provide a workplace free from harassment.

14 239. As alleged above, the State Bar breached that duty by negligently hiring Ms. Farmer,
15 failing to conduct a good faith investigation of Ms. Farmer, failure to supervise Ms. Farmer, and
16 retaining Ms. Farmer.

17 240. Ms. Farmer's actions caused Ms. Breinig serious emotional distress such that her
18 doctor prescribed medication to treat her distress.

19 241. As a direct and proximate result of the State Bar's negligence, Ms. Breinig has
20 suffered, and will continue to suffer, damages in an amount in excess of \$10,000.00 according to
21 proof.

22 **NINETEENTH CAUSE OF ACTION**

23 **(Prima Facie Tort as to All Plaintiffs
24 Against Ms. Farmer and the State Bar)**

25 242. All Plaintiffs reincorporate and reallege the allegations set forth in paragraphs 1-241
26 as though fully set forth herein.

27 243. Ms. Farmer targeted Plaintiffs for a campaign of harassment, embarrassment, and
28 ridicule for calling into question Ms. Farmer's competence to hold the position of Executive
Director.

1 244. Ms. Farmer intentionally, and with malice, persecuted Plaintiffs to divert attention
2 from her own incompetence.

3 245. When brought to the State Bar's attention, the State Bar conducted a sham
4 investigation and covered up Ms. Farmer's wanton and willful misconduct.

5 246. As a direct and proximate result, Plaintiffs were forced to terminate their employment
6 or retire.

7 247. As a direct and proximate result of Defendants' conduct, Plaintiffs have each
8 suffered, and will continue to suffer, damages in an amount in excess of ten thousand dollars
9 (\$10,000) according to proof.

10 **TWENTIETH CAUSE OF ACTION**

11 **(Tortious Discharge in Violation of Public Policy as to Ms. Taylor Against the State Bar)**

12 248. Ms. Taylor reincorporates and realleges the allegations set forth in paragraphs 1-247
13 as though fully set forth herein.

14 249. Upon information and belief, Ms. Farmer sought to drive Ms. Taylor out by creating
15 working conditions so intolerable and aggravated that a reasonable person in Ms. Taylor's
16 position would feel compelled to leave.

17 250. Ms. Taylor retired as a direct result of the intolerable working conditions created by
18 Ms. Farmer.

19 251. The State Bar had actual or constructive knowledge of Ms. Farmer's abusive and
20 intolerable actions and conditions and their impact on Ms. Taylor.

21 252. The State Bar could have remedied the situation, but failed to do so.

22 253. The State Bar constructively discharged Ms. Taylor in violation of public policy.

23 254. As a direct and proximate result of Defendants' conduct, Ms. Taylor has suffered, and
24 will continue to suffer, damages in an amount in excess of ten thousand dollars (\$10,000)
25 according to proof.

26 **TWENTY-FIRST CAUSE OF ACTION**

27 **(Attorneys' Fees as to all Plaintiffs Against all Defendants)**

28

1 255. Plaintiffs reincorporate and reallege the allegations set forth in paragraphs 1-254 as
2 though fully set forth herein.

3 256. Plaintiffs are entitled to recover attorneys' fees as special damages under *Sandy*
4 *Valley Assocs. v. Sky Ranch Estates Owners Ass'n.*, 117 Nev. 948, 35 P.3d 964 (2001) because
5 the defendants proximately and necessarily caused them to incur special damages in the form of
6 costs and attorneys' fees as a reasonably foreseeable consequence of the defendants' conduct.

7
8 **TWENTY-SECOND CAUSE OF ACTION**

9 **(Punitive Damages as to all Plaintiffs Against all Defendants)**

10 257. Plaintiffs reincorporate and reallege the allegations set forth in paragraphs 1-256 as
11 though fully set forth herein.

12 258. The conduct of the defendants, and each of them, was characterized by fraud,
13 oppression and malice, express or implied, entitling each Plaintiff to punitive damages from each
14 Defendant.

15 WHEREFORE, Patrice Eichman prays for judgment as follows:

16 1. For damages against the State Bar on the first, second, seventh, eighth, ninth,
17 tenth, eleventh, twelfth, fifteenth, seventeenth, and nineteenth causes of action in excess of
18 \$10,000 according to proof;

19 2. For damages against Ms. Farmer on the tenth cause of action in excess of \$10,000
20 according to proof;

21 3. For damages against the State Bar and Ms. Farmer on the fourteenth and
22 eighteenth causes of action in excess of \$10,000 according to proof;

23 3. For attorneys' fees as special damages according to proof;

24 4. For punitive damages against each defendant according to proof; and

25 5. For such other and further relief as the Court deems appropriate.

26 WHEREFORE, Tiffany Breinig prays for judgment as follows:
27
28

