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Attorney for Accuser/Plaintiff Rick Martin
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**BEFORE THE BOARD OF REVIEW
OF THE AMERICAN LEGION
DEPARTMENT OF CALIFORNIA**

In The Matter Of JANET WILSON:)
Trial Manual Combined Complaint of:) TRIAL MANUAL COMPLAINT OF
) RICK MARTIN AND REES LLOYD
RICK MARTIN, and REES LLOYD,) AGAINST JANET WILSON FOR
and each of them, as members in good) NEGLECT OF DUTY, DISHONESTY,
standing of The American Legion,) AND CONDUCT UNBECOMING A
Department of California,) MEMBER OF THE AMERICAN LEGION
)
Accusers/Plaintiffs,)
-vs-)
)
JANET WILSON, in her official capacity)
as Commander of The American Legion for)
2014-2015, and Jr. Past Commander, 2015-)
2016,) Trial Date:
Accused,Defendant.) Time:
) Place:
)
_____)

COME NOW Accusers/Plaintiffs RICK MARTIN and REES LLOYD , jointly and
individually, each of whom alleges for complaint against Accused/Defendant JANET
WILSON as follows:

I. NATURE OF THIS TRIAL MANUAL COMPLAINT:

1. This is a complaint brought as a matter of right under Title I of the Trial Manual
of The American Legion Department of California as adopted June 22, 2006 (hereafter,
“TM”) by Accusers/Plaintiffs Rick Martin (“Martin”) and Rees Lloyd (“Lloyd”), each of

whom is a member in good standing of The American Legion Department of California (hereafter, "Department"). Accuser/Plaintiff Martin is at all relevant times a member of the Department of California Executive Committee (DEC), representing District 28.

2. Accusers/Plaintiffs Martin and Lloyd, and each of them, complain against Accused/ Defendant JANET WILSON (hereafter, "Wilson"), in her official capacity as Commander of the Department of California for 2014-2015, presently Jr. Past Commander for 2015-2016.

3. Accusers/Plaintiffs Martin and Lloyd, jointly and individually, accuse Defendant Janet Wilson of conduct unbecoming a member of The American Legion, dishonesty, neglect of duty, including without limitation her fiduciary duties of honesty and candor owed to every member, and including neglect of duty by acts in abuse of her office and in excess of her authority, carried out by Defendant Janet Wilson in connection with, in relation to, or pertaining to the purported permanent relocation of the Headquarters of the Department from the War Memorial Building in San Francisco by purchase of an abandoned bank building in Sanger, CA, for \$860,000 pursuant to a contract to purchase commercial property. (Hereafter, "Sanger Contract.").

II. JURISDICTION: BEFORE THE BOARD OF REVIEW

4. At all times relevant in this TM Complaint, Janet Wilson was an officer of the Department of California as Commander or Jr. Past Commander. Therefore, original trial jurisdiction is in the Department Board of Review pursuant to TM Title IV, Sec. 6, which provides in relevant part: "The trial of all charges preferred against a Department Officer or Department Executive Committeeman shall be held in the first instance before the Department Board of Review."

III. FIRST CAUSE OF ACTION: CONDUCT UNBECOMING BY DEFENDANT JANET WILSON AT MARCH 14-15, 2015 DEC MEETING

5. At all times relevant, the Department Executive Committee ("DEC") is the Board of Directors of the Department, which is a chartered Department of The American Legion which is operating as a non-profit, tax-exempt, membership corporation under the Non-Profit Corporations Code of California. The Department Commander is the Chief

Executive Officer (“CEO”) of the corporation. Defendant Janet Wilson was the Department Commander and thus CEO at all relevant times, except after close of the 2015 Convention on or about June 28, 2015, when she became Jr. Past Commander and thus a member of the DEC under the By-laws.

6. A regularly scheduled meeting of the DEC took place on March 14-15, 2015, at Santa Maria Post 56, Santa Maria, CA. As Commander and CEO, Defendant Janet Wilson served as presiding officer. Plaintiff Rick Martin attended as a member of the DEC as Commander of District 28.

7. An extremely important matter was presented to the members of the DEC, i.e., the corporate Board of Directors, for decision: That matter was to vote to “accept the contract” to purchase an abandoned bank in Sanger, CA, for \$860,000 dollars (hereafter, “Sanger Contract”) and to move the Department’s Headquarters from the newly renovated War Memorial Building in San Francisco, where the Headquarters had been located since 1932.

8. Plaintiffs Martin and Lloyd, and each of them, allege in complaint against the conduct of Defendant Janet Wilson pertaining to the March 14-15, 2015, meeting as follows:

9. It is the policy and practice of the Department of California to publish an Agenda for each DEC Meeting advising the DEC members of what matters will come before them as members of the corporation’s Board of Directors.

10. Despite the importance of the Sanger Contract, Defendant Janet Wilson, did not include on the agenda for the DEC meeting any indication that the Sanger Contract would come before the DEC members for decision.

11. Further, Defendant Janet Wilson did not give the DEC members any advance notice whatsoever that the Sanger Contract would come before them for decision at the March 13-15, 2015, meeting despite its importance.

12. Plaintiffs allege that the failure to include the Sanger Contract on the Agenda was not the result of staff failure or Defendant Wilson’s accident or incompetence, but rather was intentional and deliberate conduct carried out by design to forestall advance opposition

and mitigate opposition at the DEC meeting to her plan to induce the DEC members to accept the Sanger Contract, without ever seeing it.

13. Indeed, Martin and Lloyd, and each of them, allege, upon information and belief, that Janet Wilson admitted to one or more Legion members who inquired why there was no reference in the agenda that the Sanger Contract would come up for a vote, that she had done so “because I knew you would object if you knew about it,” or words to that immediate important and effect.”

14. Perhaps the most egregious of Defendant Wilson’s acts of misconduct was, after deliberately failing to include the issue of voting to “accept the [Sanger] contract” on the agenda or otherwise give advance notice, Defendant Janet Wilson concealed from the DEC members the Sanger Contract they were urged to vote to accept. That is, Defendant Wilson never provided to the DEC members — each of whom, like Wilson, had a fiduciary duty of prudence, care, honesty, and candor — the contract they were to vote to accept, nor any writing setting forth the terms of the contract. Defendant Wilson structured the meeting in such a way as to have the DEC members vote on the Sanger Contract sight unseen.

15. Further, as will be alleged in more detail below, Defendant Wilson concealed from the DEC members the true fact that Wilson had already signed the form real estate agreement for purchase of commercial property on “March 6, 2015,” offering on behalf of the Department to purchase the abandoned bank for \$860,000. She failed to inform the DEC that the the seller had signed the agreement accepting the offer on “March 10, 2015.” Thus a contract was established, before the DEC Meeting on March 14-15, binding the parties subject only to the contingent condition that it had to be approved by the DEC.

16. To this date, Defendant Janet Wilson has given no explanation whatsoever as to why she failed to provide the written Sanger Contract to the DEC when it was called upon to decide whether to “accept the [Sanger] conflict.” She has similarly failed to provide any explanation as to why she concealed from the DEC the true facts that she had signed the offer to buy the abandoned bank for \$860,000 on “March 6, 2015”, and the seller had signed the agreement accepting the offer on March 10, 2015,” before the March 14-15, 2015, DEC Meeting at which the DEC members were urged to vote to “accept the [Sanger] contract.

17. Plaintiffs allege further that it is the policy and practice of the Department of California that financial matters involving expenditures or debt obligations involving other than minor amounts are first reviewed by the Finance Commission, which then recommends approval or rejection. Notwithstanding, Def. Wilson, as CEO, never provided to the Finance Commission the Sanger Contract for its review and recommendation before Def. Wilson sprang it on the DEC without prior notice as an off-agenda item. Thus, the DEC members did not have the benefit of analysis and recommendation by the Finance Commission. To this date, Def. Wilson has given no legitimate business reason for not providing to the Finance Commission for review pursuant to established policy and practice.

18. Plaintiffs allege further that the Rules of the DEC require that there must be two readings regarding such a matter as the Sanger Contract and move of the Headquarters, separated by at least four (4) hours. The documents to be voted on must be presented to the DEC members at the first meeting, before voting on the matter in the second reading. Def. Janet Wilson utterly violated this DEC Rule, and instead rushed the DEC to judgment without giving them any documents to consider, and without a second reading. No explanation has been given for this egregious violation.

19. Plaintiff Martin alleges that he, as a member of the DEC, was misled into voting to “accept the [Sanger] contract” due to the misconduct of Defendant Janet Wilson in staging the consideration of Sanger Contract at the March 14-15, 2015, meeting in such a way as to fail to provide advance notice, failure to provide the written contract, failure to inform the DEC that Defendant Wilson had already signed the contract as had the seller, and creating the impression that what was being authorized was only authority to go forward to negotiate a contract, not to “accept” an already signed contract.

20. Both Plaintiff Martin and Plaintiff Lloyd, and each of them, allege upon information and belief that other members of the DEC were also induced to vote as Defendant Wilson urged because they believed, as did Martin, that they were only voting to authorize going forward for a contract, not ratifying an already signed contract. Among other information, one or more members of the DEC have unequivocally stated that they “did not vote to approve a contract” at the March 14, 2015 DEC, even though the ultimate motion,

articulated by Defendant Wilson, was to “accept the [Sanger] contract.” (Reporters Transcript, page 99/lines 20-15).

21. As to Janet Wilson’s staging of the context in which DEC members were to vote to “accept the [Sanger] contract,” without providing the DEC members the contract they were called on to accept or telling the truth that she had already signed it, and while deliberately not giving giving DEC members any advance notice that acceptance of a Sanger Contract would be considered at the DEC, she did arrange to have a delegation of Sanger City officials to appear at the DEC to urge the Board of Directors to vote to move to Sanger. These officials included Sanger Mayor Joshua Mitchell, Councilman Tony Pacheco, Economic Director Dan Spears, City Manager Brian Haddix, and Chamber of Commerce President David Phillips, according to the Reporter’s Transcript. They each and all regaled the DEC members with how wonderful Sanger would be as the Department’s Headquarters. They knew of Defendant Janet Willson’s plan to induce the DEC to vote to “accept the [Sanger] contract,” but the DEC, the members of the Board of Directors — including Plaintiff Rick Martin — did not.

22. Instead of placing the Sanger Contract on the agenda pursuant to Department policy, or otherwise giving DEC members advance notice that they would be asked to vote to “accept the [Sanger] Contract, “ and further evidence that she acted with deliberate intent, Janet Wilson announced at the DEC meeting: “You all have the agendas in front of you. Disregard them. We are going off script for a little bit. It is a Commander’s prerogative.”[R.T. at page 53, lines 17-20.] Plaintiffs’ allege that that there is no “Commander’s prerogative” to achieve a Commander’s end by means which violate Department policy, and conceals information from the DEC, and such conduct is in neglect of a Commander’s duty, violates the fiduciary duty of honesty and candor, is in excess of a Commander’s authority and an abuse of office, constituting conduct unbecoming a member, especially by a Commander who has a higher duty and responsibility than a Blue Cap member who has not sought higher office.

23. After directing the DEC members to “disregard” the agenda as she was exercising what she claimed is the “Commander’s prerogative,” Janet Wilson called on her

primary Officer confederates in support of the Sanger Move to urge the DEC to vote for the contract. These were National Executive Committeeman Hugh Crooks, Finance Commission Chairman Al Lennox (speaking for himself, and not the Commission, which never had the contract presented to it), and Janet Wilson’s key agent in negotiating the Sanger Contract, Judge Advocate John Bart. Significantly, not one of them — like the Sanger City officials before them — informed the DEC members about, or even mentioned, the Fresno County Grant Jury 2014-15 Report No. 2 which made critical findings of racial tensions in Sanger, dysfunctional government, corruption, and threats of potential violence. The Grand Jury Report, Plaintiffs allege upon information and belief, was known or should have been known if due diligence had been carried out, by Defendant Janet Wilson, Crooks, Lennox, or Bart. It was almost certainly known by her primary agent, JA John Bart, who is a Sanger resident and former police chief who was the chief negotiator of the Sanger Contract and Wilson’s direct representative. The Grand Jury Report was, of course, reported on in Sanger media.

24. Plaintiffs Martin and Lloyd, and each of them, allege that whether the Sanger Move ultimately proves to be a good deal or a bad deal, the process on getting to Sanger for which Defendant Janet Wilson is responsible is replete with deceit, dishonestly, lack of candor, neglect and breach of duty, and has brought great discredit to The American Legion Department of California.

25. Wherefore, Accusers/Plaintiffs Rick Martin and Reason Lloyd, and each of them, allege that Accused/Defendant Janet Wilson, in carrying out the acts alleged, and each of them, in the manner alleged in each of the above pleaded paragraphs, has committed conduct unbecoming a member of The American Legion, dishonesty, neglect of duty, including by breach of her fiduciary duties of care, honesty, and candor, and such conduct unbecoming should be repudiated by the Department by findings that she is guilty as charged as alleged herein above and by appropriate discipline up to and including suspension or expulsion from The American Legion.

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IV. SECOND CAUSE OF ACTION: POST MARCH 14, 2015 DEC FALSE PUBLICATION TO MEMBERS ON DEPT. WEBSITE RE SANGER CONTRACT

26. Plaintiffs Rick Martin and Rees Lloyd, and each of them replead hereat all of the foregoing paragraphs in the Second Cause of Action:

27. After committing the acts of conduct unbecoming alleged at the March 14, 2015, DEC Meeting, Accused/Defendant Janet Wilson published utterly false information on the Sanger Contract on the Department of California website, www.CaLegion.org, in an open letter to members.

28. Asking members to trust her and seeking to induce them to support the Sanger Contract as she had the DEC members, Janet Wilson, in her capacity as Dept. Commander, published to members the utterly false assertion of purported fact that “after months of numbers crunching, the Finance Commission has given its seal approval” to the Sanger Contract.

29. In fact, the Finance Commission had never seen, considered, voted upon, or given its seal of approval to the Sanger Contract as it had never been presented to them. Period.

30. Even though the Finance Commission members met on March 13, 2015, the day before Defendant Wilson surprised the DEC with the Sanger Contract issue without prior notice, the Finance Commission did not have the Sanger Contract presented to them for consideration or review on March 13, 2015, or at any time before or after the March 14, 2015 DEC. The first time it was presented to the Commission was months later, at its pre-Convention Special Meeting on June 24, 2015, at the Convention, it is alleged on information and belief.

31. There was no “number crunching” done as Defendant Wilson alleged in her false publication on the Department’s website as she never provided the Commission with the Sanger Contract or the numbers in it to be “crunched,” in violation of normal Department policy and practice.

32. When Def. Wilson published her blatantly false statement to the membership on the Department website that the Finance Commission had given its “seal of approval” to

her Sanger Contract, Plaintiff Lloyd made written demand for retraction on Defendant Wilson, pointing out the misleading nature of her utterly false publication.

33. Defendant Wilson, caught in the act, removed her false publication from the Dept. Website—but did not retract. Thus, there is no way of knowing how many members were or remain deceived by the Defendant Janet Wilson’s knowing publication of false information on the Sanger Contract.

34. Wherefore, Plaintiffs, and each of them, alleged that by her knowing publication of false facts concerning the Sanger Contract on the Department Website, www.CaLegion.org, and also by her refusal to retract that false information, Accused/Defendant Janet Wilson has committed acts of conduct unbecoming a member of The American Legion, dishonesty, and neglect of duty, including by breach of her fiduciary duty of honesty and candor.

V. CONCLUSION, REMEDY REQUESTED:

35. Plaintiffs allege that process matters. The process to Sanger carried out by Accused/Defendant Janet Wilson, no matter the ultimate merits or lack thereof of the Sanger Contract, is a disgrace staining and bringing discredit to the Department of California.

36. Wherefore, for carrying out the acts alleged, an each of them, in the manner alleged in the First Cause of Action re her actions at the March 14, 2015, meeting leading to a vote to “accept the [Sanger] contract” [R.T. at page 99, lines 20-24], and in her post-March 14, 2015 DEC conduct in publishing false information on the Sanger Contract to members on the Department Website as alleged in the Second Cause of Action, and each of them, or both together, appropriate remedy should be imposed by discipline up to suspension or expulsion from membership.

Date: August 28, 2015

Respectfully submitted,

Accuser/Plaintiff Rick Martin, and
Accuser/Plaintiff Rees Lloyd

By: (original signed) _____
REES LLOYD, Attorney
for Plaintiff/Accuser RICK MARTIN; and,
Plaintiff/Accuser REES LLOYD, in per per

VERIFICATION

I, REES LLOYD, hereby declare under penalty of perjury under the laws of California that I am one of the Accusers/Plaintiffs in the within Matter of Janet Wilson; that I am the attorney for Plaintiff/Accuser Rick Martin as well as a Plaintiff/Accuser in pro per; that I am familiar with the allegations set forth in the within Trial Manual Complaint against Janet Wilson and I know the allegations stated therein are true to the best of my own knowledge, except for matters alleged upon information and belief and, as to those, I am informed and believe them to be true; and that I executed this verification on August 28, 2015.

Rees Lloyd

REES LLOYD