Arthur Bruce
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FILED
FEB 08 2024
JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: K. Keeton, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MARIN

ARTHUR BRUCE, Plaintiff, vs. URBAN ALCHEMY, LENA MILLER, LOUIE HAMMONDS, IAN CLARK JOHNSON, DOES 1-10, TROY, JOSH TAYLOR, STEVEO COOK, TIM ENTERPRISE MEMBER 1-10 Defendant	Case No.: Number CV0002009 COMPLAINT FOR DAMAGES

Prefatory Note

1. This case is the result of an **Urban Alchemy** employee named **"Troy"** who assaulted and battered **Plaintiff Arthur Bruce**, slamming him onto the concrete.
2. **"Troy"** not only did he attack **Arthur Bruce** – he and many other **Urban Alchemy** were trafficking crystal meth through their official positions in **Urban Alchemy** – which managed an encampment for unhoused people in Sausalito.

Jurisdiction and Venue

This Court has jurisdiction because the facts contained in the complaint all occurred in **Sausalito California,** located in the **Marin County California.**

Parties

Plaintiff: Arthur Bruce is a former resident of "Camp Cormorant" a temporary encampment of unhoused people in Sausalito, CA. The encampment was created as a result of first amendment protected activity of campers and a federal lawsuit in *Sausalito Homeless Union et al v City of Sausalito et al 3:21-cv-01143-EMC*. Arthur Bruce was While living at the court protected encampment, Arthur Bruce was beaten up by an employee of Urban Alchemy shortly after speaking with new reporters criticizing Urban Alchemy's management of the camp.

Mailing Address: 18 Lucky Drive, Greenbrae CA 94904

Defendant: Urban Alchemy is a company based in California that contracts with governments to manage encampments of people who do not have housing across the United States. **Urban Alchemy** provides what can only be described as security services for camps, although they allege their employees are "practicioners of urban alchemy". Their website claims that they hire almost exclusively convicted felons.

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendant Lena Miller is the CEO and Founder of Urban Alchemy, and has in only a few years grown her company into a national contractor by providing unlicensed security company to control the increasing number of people who are unhoused in the United States.

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendant Louie Hammonds Loving Louie – Chief of Training

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendant Ian Clark-Johnson- Director of Residential Services Is a senior manager with Urban Alchemy

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendant Troy: is an employee of Urban Alchemy who worked at Camp Cormorant who pushed illicit drugs, had clandestine sexual relationships with residents, and ultimately beat up **Plaintiff Arthur Bruce** sending him to the emergency room.

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendant Josh Taylor: is an employee of Urban Alchemy who worked at Camp Cormorant who pushed illicit drugs, had clandestine sexual relationships with residents, and ultimately beat up **Plaintiff Arthur Bruce** sending him to the emergency room.

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendants DOES 1-10: Are employees, agents, associates, and coconspirators of defendants currently unknown to **Plaintiff** who will be added through amendment of the complaint. These DOES include senior management of **Urban Alchemy.**

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendants **Enterprise Members 1-10** are currently unknown members of a criminal enterprise of **Urban Alchemy** employees at Camp Cormorant that engaged in a multiple acts of dealing of crystal methamphetamine and sexual exploitation of residents at Camp Cormorant and constituted a criminal enterprise under Racketeering Influenced Corrupt Organization Act 18 USC § 1961.

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Defendant Steveo Cook was an employee associated with **Troy, Josh Taylor,** and other **Enterprise Members 1-10** who composed a criminal syndicate within **Urban Alchemy** that engaged in the trafficking of crystal meth at the camp.

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Defendant Tim was an employee **Troy, Josh Taylor**, and other **Enterprise Members 1-10** who trafficked crystal meth at the camp, and also attempted to enlist members of the camp to sell crystal methamphetamine on his behalf.

Mailing Address: 1035 Market St #150, San Francisco CA 94103

Statement of Facts

1. In March 16th, 2023 **Plaintiff Arthur Bruce** was one of a dozen people living at Camp Cormorant who sued the City of Sausalito seeking a restraining order against the breaking up of our camp at Dunphy Park in the case *Sausalito Homeless Union et al v City of Sausalito et al.* 3:21-cv-01143-EMC (Vacated by Settlement).
2. Senior Federal District Judge Edward Chen for the Northern District of California issued at a TRO and a preliminary injunction enjoining the City of Sausalito from breaking up the encampment.
3. Once the City of Sausalito was enjoined from breaking up the encampment, they had to find a different way to approach Camp Cormorant. City officials contacted **Lena Miller, DOES 1-10** who were executive officials within **Urban Alchemy** to provide security at Camp Cormorant, to control residents of the camp and to interface with non-campers around Camp Cormorant.
4. **Lena Miller, DOES 1-10** contracted for a test run with Camp Cormorant, sending out **Urban Alchemy's Chief of Training, Lou Hammond** and **Director of Residential Services Ian Clark-Johnson**.
5. **Hammond** and **Clark-Johnson** arrived many times to the camp in brand new white pick up truck, and would provide food and coffee. **Hammond** and **Clark-Johnson** would also brook hash oil, and would smoke hash oil out of electronic smoking devices with members of the camp to build trust. **Hammond** and **Clark-Johnson** never disclosed that they were agents of the City, and never disclosed that they were senior managers of **Urban Alchemy** who were laying the ground work for a major governmental contract to control and secure Camp Cormorant.
6. After creating a plan **Hammond** and **Clark-Johnson** brought their proposals to **Urban Alchemy CEO Lena Miller** and **DOES 1-10** for review and submission to the City of Sausalito as proposed plan. It was

approved, and City of Sausalito awarded tens of thousands of dollars to have **Urban Alchemy** control Camp Cormorant.

7. Under **Lena Miller and DOES 1-10,** leadership **Hammond** and **Clark-Johnson** trained and instructed people recently released from prison who had been convicted of felony robbery, drug trafficking to take control of the camp, report peoples activities to Sausalito Police, and do cleaning services.

8. One employee under the traing and supervision **Millers, Hammond, Clark-Johnson,** and **DOES 1-10** was **Josh Taylor, Troy, Steveo Cook,** and **Enterprise Members 1-10** who were all convicted felons. **Josh Taylor** was the site supervisor, and **Troy, Steveo Cook,** and **Enterprise Members 1-10** worked underneath him.

9. Based on information and belief, **Plaintiff** alleges that **Josh Taylor** and **Troy** engaged in illicit activity at the camp, including illicit sexual activites with women living there. **Josh Taylor** and **Steveo Cook** would ultimately be subject to a restraining order due to allegations that they sexually exploited campers and were selling drugs.

10. Based on information and belief **Troy** behaved very much like his site supervisor. While employed at Camp Cormorant sexually exploited several of the women living at the camp. Sexual exploitation is defined as any sexual relationship with camp residents under his supervision. **Troy** was also alleged to have smoked and furnished crystal methamphetamine with residents.

11. **Troy** got into several fights, and retaliated against a resident he had sexual relationship with attacking her and her friend when they tried to retrieve her belongings after she had been summarily evicted of the camp after she had gone away temporartily for a medical treatment

12. On or around the beginning of February 2022, **Arthur Bruce** spoke on television criticizing the **Urban Alchemy** employees. **Troy** and **Josh Taylor** witnessed **Arthur Bruce's** testimony to the news media, and were concerned that his presence at the camp would expose their sexual exploitation of women living at the camp.

13. **Arthur Bruce** noticed after the incident that **Troy** and **Josh Taylor, DOES 1-10, Enterprise Members 1-10,** became increasing aggressive towards him after his public criticism of **Urban Alchemy.**

14. On or around February **Urban Alchemy, Troy** and **Josh Taylor, DOES 1-10, Enterprise Members 1-10,** evicted **Arthur Bruce** to live at the camp any more without any form of justification, even though identically situated people as **Bruce** were being permitted to stay at the camp.

15. Because of this, **Arthur Bruce** began sleeping in the parking lot of Camp Cormorant.

First Cause of Action: Assault

(Against Troy, Josh Taylor, Lena Miller, **Urban Alchemy**)

16. Plaintiff reincorporates the preceding paragraphs as if full set forthwithin.

17. On or about February 10th 2022, **Plaintiff** was at the camper bed trailer he lived at Camp Cormorant in Marinship Park, Sausalito.

18. **Troy** was on duty as an **Urban Alchemy** employee at Camp Cormorant. Without provocation, **Troy** began to ridicule **Plaintiff** using offensive language like "Motherfucker" and other expletives, and acted with the intention to cause offensive conduct.

19. **Troy** began to get increasingly aggressive with **Plaintiff,** yelling expletives and threats of violence in a fighting posture in a way that **Plaintiff** reasonably believed he was about suffer offensive conduct.

Second Cause of Action: Battery

(Against Troy, Josh Taylor, Lena Miller, **Urban Alchemy**)

20. **Troy** attacked **Plaintiff,** throwing punches until slamming **Plaintiff** onto the concrete of the parking lot spraining **Plaintiffs** wrist.

21. **Plaintiff's** neighbor **Phil Deschamps** attempted to get a phone to call the police. **Troy** threatened **Mr. Deschamps** to dissuade him from calling the police by saying he would fabricate a story to have **Mr. Deschamps** parole revoked.

22. Police were ultimately called. **Plaintiff** was taken to the emergency room where he was diagnosed with a sprained wrist and put into a splint for the next several weeks.

23. **Josh Taylor, Lena Miller, and Urban Alchemy** were liable as supervisors of **Troy.**

Third Cause of Action: Violation 42 USC § 1983 – Fourth, First , and Fourteenth Amendment of US Constitution - Excessive Force In Retaliation of First Amendment Protected Activities (Against STEVEO COOK, DOES 1-10)

24. At the time of STEVEO COOK, DOES 1-10, were acting as government agents as private contractors for the City of Sausalito.
25. The battery of Plaintiff was an unreasonable seizure in violation of the Fourth Amendment.
26. It was done in retaliation for Plaintiffs public role and speaking to media against the City of Sausalito and Urban Alchemy, in violation of the First Amendment.
27. Defendants are not entitled to qualified immunity because they were private contractors.
28. **Urban Alchemy, Lena Miller, Josh Taylor, Louie Hammond, Ian Clark Johson, DOES 1-10,** also as a policy and practice of **Urban Alchemy** violated **Plaintiffs** right under the state created danger doctrine by hiring people with violent criminal historys and without proper trainining to act as *de facto* security guards of Camp Cormorant.
29. The negligent policies were done with deliberate indifference to the forseeable dangers of violence that would result from hiring people with violent histories and placing in them in roles of authority and as security guards.
30. As a result of this practice, **Plaintiff** was battered by **Troy.**

Fourth Cause of Action: Violation Cal Civ Code 52.1

(Against Troy, Josh Taylor, Lena Miller, **Urban Alchemy**)

31. **Troy** actually intended to deprive **Plaintiff** of constitutional rights.
32. The deprivation of rights was done through actual violence and true threats of violence.
33. The above mentioned constitutional rights were violated, and caused damages.

Third Cause of Action: Intentional Infliction of Emotional Distress (Against Troy, Josh Taylor, Urban Alchemy, DOES 1-1

34. **Plaintiff** reincorporates the preceding paragraphs as if full set forth herein.
35. **Troy's** unprovoked attack against **Plaintiff** was outrageous. **Plaintiff** was a resident of the camp, while **Troy** was an employee of a contractor for the City of Sausalito.
36. **Troy** intended emotional harm to **Plaintiff** to cause him to be afraid to come back to Camp Cormorant, and through force and fear evict **Plaintiff** from residing in his trailer in the parking lot.
37. At the very least, **Troy** acted in reckless disregard that his actions would cause severe emotional distress to **Plaintiff.**
38. **Plaintiff** was sent to the emergency, suffered severe emotional distress and trauma that impacted his relationships with his friends, family, daughter.
39. **Plaintiff** experienced fear and embarrassment everytime returning to Camp Cormorant, the only place he could park or use a bathroom in the City of Sausalito.
40. **Troy's** attack on **Plaintiff** substantially caused emotional injury, and **Plaintiffs** emotional distress after the incident was noticeable to many people for months after the attack.
41. **Josh Taylor** was the direct supervisor of **Troy** and **DOES 1-10** and egged on the attack and covered up, and was liable for the attack under *respondet superior.* **Urban Alchemy** was also liable as the company overseeing both **Taylor** and **Troy** under *respondent superior*.

Fourth Cause of Action: Violation of 18 USC § 1961 Violation of Racketeering Influenced Corrupt Organizations Act (RICO)

(Against Steveo Cook, Josh Taylor, Tim, Troy, Enterprise Members 1-10)

42. Violation of 18 USC § 1961 Racketeeting Influenced Corrupt Organization Act **(Against Steveo Cook, Troy, Tim, Josh Taylor, Enterprise Members 1-10, Urban Alchemy)**
43. Plaintiff realleges the preceding paragraphs as if full set forth herein.

44. The assault and battery by **Troy** was a direct proximate result of a criminal enterprise of **Urban Alchemy** employees operating at Camp Cormorant who were trafficking crystal methamphetamine and people within the camp.

45. **Defendants Steveo Cook, Troy, Tim, Josh Taylor, Enterprise Members 1-10,** over the course of their employment with **Urban Alchemy** at Camp Cormorant compromised an association in fact of **Urban Alchemy** employees that engaged in a pattern of crystal methamphetamine and sexual exploitation against people at Camp Cormorant.

46. **Steveo Cook, Troy, Josh Taylor, Enterprise Members 1-10** engaged the sexual exploitation of women at the camp. **Josh Taylor** and **Steveo Cook** were both subject to restraining orders in *Sausalito Homeless Union et al v City of Sausalito et al* 3:21-cv-01143-EMC Docket 133 on the basis of allegations that they engaged in sexual of exploitation of women at the camp. Judge Chen also restrained Steveo Cook on the basis of alleged crystal methamphetamine trafficking.

47. During the course of their employment of **Urban Alchemy,** and under the direct supervision of **Josh Taylor** as site supervisor, **Troy, Tim, Steveo Cook, Enterprise Members 1-10** engaged in an enterprise of trafficking crystal methamphetamine to people living at the camp. Sales were to many people, and included sales to people who went on the record in local news media in federal court such as Sarah Gossage and Aaron Kelly.

48. Early in 2022, **Tim** who was selling meth with **Troy, Steveo Cook,** attempted to induce one camper to sell methamphetamine to other campers, inducing the camper to give over his disability check so that **Tim** could front him a parcel of methamphetamine to sell.

49. Around the same time **Steveo Cook** was brazenly soliciting the sale of crystal methamphetamine to multiple members of the camp, as was reported in the Pacific Sun by Sarah Gossage and Aaron Kelly, and witnessed by Ken Kennedy and Cynthis Eggink and Phil Deschamps.

50. **Troy** distributed meth in the camp as well. **Troy** had illict and exploitative sexual relationship with one of the campers. **Troy** furnished and sold crystal meth during the course of his employment at Camp Cormorant. Plaintiff alleges witnesses will come forward to testify about **Troy's** conduct subject to identifying information in their testimony is sealed for their own safety.

51. During the course of their employment with **Urban Alchemy** and under the direct supervision of **Josh Taylor** as site supervisor, **Troy, Tim, Steveo Cook,** and **Enterprise Members 1-10,** each individual of personally enriched themselves through multiple sales of crystal methamphetamine and other drugs, as well using their access to drugs and privliged to sexually exploit women in the camp.

52. In between individual sales of crystal meth **Troy, Tim, Steveo Cook,** and **Enterprise Members 1-10,** would congretate in areas designated for **Urban Alchemy** employees and share information about campers, drug sales. **Troy, Tim, Steveo Cook,** and **Enterprise Members 1-10,** would cover for one another and alert one another if police or outsiders were nearby to prevent them from being discovered selling meth or using it with residents of the camp.

53. The trafficking of crystal methamphetamine is RICO predicate act under 18 USC § 1961.

54. The use of the their authority of government Authority under

55. **Plaintiff Arthur Bruce** outspoken criticism of **Urban Alchemy** and the course of conduct exhibited. A week prior to the beating **Arthur Bruce** had spoken on a television news station criticizing the conduct **Urban Alchemy** employees.

56. **Arthur Bruce's** criticisms of **Urban Alchemy** was known by **Josh Taylor , Troy, Tim, Steveo Cook,** and **Enterprise Members 1-10.** This enraged and frightened **all members of the criminal enterprise** who were afraid that publicity of their conduct could result in their criminal enterprise being uncovered and brought to justice.

57. **Josh Taylor , Troy, Tim, Steveo Cook,** and **Enterprise Members 1-100, Does 1-10,** during the normal conduct conspired to evict **Arthur Bruce** from the camp to stop his ability to observe, criticize, and foil their criminal activities.

58. When **Arthur Bruce** contested their unjustified eviction **Troy** beat and body slammed **Arthur Bruce.** This beating was witnessed by three other people who were members of **DOES 1-10,** and **Enterprise Members 1-10** who egged **Troy** on.

59. **Arthur Bruce** injuries were a direct proximal result of **Josh Taylor , Troy, Tim, Steveo Cook,** and **Enterprise Members 1-10,** enterprise because he was attacked by **Troy** in retaliation for his televised statement against **Urban Alchemy** and the dangerous conduct of its employees, including **Josh Taylor , Troy, Tim, Steveo Cook,** and **Enterprise Members 1-100.**

60. **Urban Alchemy** was a conduit of the criminal enterprise and was a necessary the criminal enterprise to operate at Camp Cormorant. Members of the enterprise such as **Troy, Josh, Steveo Cook, Tim,** and **Enterprise Members 1-10** were never fired for their conduct rather they were move to other site and camps. **Urban Alchemy** financially benefitted from the enterprise, because by turning a blind eye to drug and human trafficking at Camp Cormorant they were able to clandestinely control the residents and curry favor with the City Officials who awarded them the contract.

61. Based on information and belief **Troy, Steveo Cook, Tim,** and **Enterprise Members 1-10** continued to distribute crystal meth in other camps they were moved too, and that these members with **Urban Alchemy** constitute a wide reaching association in fact of **Urban Alchemy** employees who are trafficking controlled substances to unhoused people they are contracted to provide care for.

62. Plaintiff alleges because **Troy, Steveo Cook, Tim, Josh Taylor,** and others were never fired for their unlawful conduct, that **Urban Alchem** has inoculated a wide spread, endemic association in fact of **Urban Alchemy** employees constituting of **Enterprise Members 1-10** const itute a criminal racketeering organization that exists with **Urban Alchemy** which is resulting in drug trafficking in in many of **Urban Alchemy's** places of business across the United States.

63. On June 6th, 2023 **Plaintiff** Arthur Bruce sent a RICO statement to the emails and letters to the Federal Bureau of Investigation, United States Attorneys Office, and Urban Alchemy laying forth these allegations.

64. The Rico Statement was also emailed to Nick Sherman and Kathleen Stimeling who were the attorneys of record for **Urban Alchemy, Lena Miller,** laying forth the RICO allegations and urging **Urban Alchemy** contend with the out of control trafficking of drug and women by its employees.

65. Based on information and belief, no official from **Urban Alchemy** or their attorneys have responded to the RICO statement or investigated the allegations therein.

Fifth Cause of Action: Negligent Hiring

(Against Lena Miller, Louie Hammonds, Ian Clark Johnson, Urban Alchemy, DOES 1-10)

66. **Plaintiff** reincorporates the preceding paragraphs as if full set forth herein.

67. **Urban Alchemy** is a non-profit corporation that manages encampment of people who are unhoused. While **Urban Alchemy** claims its employees are "practitioners", they are *de facto* security guards for homeless encampment who maintain perimeters and enforce rules at encampment. **Urban Alchemy** employees, including **Troy,** would regularly refer to themselves as "Security" to members of Camp Cormorant .

68. **Urban Alchemy** is not licensed to provide security, nor would they be able to because **Urban Alchemy** almost exclusively hires people who have been convicted of felonies.

69. **Urban Alchemy** touts the fact on their official website stating that *"**Most of our team have served life sentences in prison**. Employers aren't bending over backwards to hire returning citizens. But at Urban Alchemy, their skills are sought-after."*

70. **Urban** further touts that people who have been convicted of felonies are equipped to manage encampments of unhoused people. On the front page of their website, the claim that "*We're a social enterprise that engages with situations where extreme poverty meets homelessness, mental illness and addiction.*"

71. **Urban Alchemy** reveling in their brand of hiring convicted felons have adopted the vulgar slogan of is "No Fuckery" *id.*

72. **Urban Alchemy** claims on their website *"In our experience, the best people to heal society are those who understand what it means to harm it" id.* , an ironic statement given the amount of harm inflicted by the convicted felons who operated **Camp Cormorant** against the people who resided.

73. On June 17, 2022, Senior Federal District Judge Edward Chen issued a restraining order against a supervisor **Josh Taylor** and Steveo Cook because of allegations of sexual assault and stalking by women in the camp against them [Sausalito/Marin County Chapter of the California Homeless Union et al v. City of Sausalito et al 5:21-cv-01143 Docket No. 133]

74. Multiple campers went on the record **Urban Alchemy** employees sold crystal methamphetamine to multiple members of the camp.

75. **One Urban Alchemy** employee stole the disability check of a camper, allegedly in a fraudulent scheme in which he promised to provide crystal methamphetamine to the camper to sell to others living in the camp.

76. The outrageous conduct of drug dealing, sexual assault, and battery of **Urban Alchemy** employees including **Troy** was forseeable, because **Urban Alchemy** had a policy and practice of hiring people who had been convicted of those very same crimes prior to their employment.

77. **Urban Alchemy** hired **Troy** and **Josh Taylor** to work as security at Camp Cormorant.

78. **Troy and Taylor** were incompetent to perform their duties as security "practicioners" with people at Camp Cormorant because both **Troy** and **Taylor** were convicted of felonies, and had known record of violent and unlawful conduct gave them propensity for violent conduct.

79. **Urban Alchemy** knew or should have known **Troy and Taylor** would be put into a role of *de facto* security at the camp, and that they would be in situations likely to be confrontational. **Troy** and **Taylor's** criminal history meant it was forseeable they would resort to violence in confrontational situations.

80. **Urban Alchemy** knew or should have known **Troy and Taylor,** and generally hiring convicted felons to manage encampments and provide security would create a general risk to all residents that they would be victims of crime by **Urban Alchemy** staff.

81. As a result of **Urban Alchemy's** negligent hiring of **Troy and Taylor,** and generally hiring convicted felons to conduct sensitive security services, **Plaintiff** was a victim of a violent crime and was beaten, body slammed, and sent to the emergency room by **Troy** while the **Urban Alchemy** site supervisor **Josh Taylor** egged **Troy** on.

82. **Urban Alchemy's** practice of hiring convicted felons was the reason **Troy** and **Taylor** were working at the encampment, and was a substantial reason for the injuries sustained by **Plaintiff**

Sixth Cause of Action: Negligent Training

(Against Lena Miller, Louie Hammonds, Ian Clark Johnson, Urban Alchemy, DOES 1-10)

83. Plaintiff reincorporates the preceding paragraphs as if full set forth herein

84. **Lena Miller, Louie Hammonds, Ian Clark Johnson, Urban Alchemy, DOES 1-10** had hired all Urban Alchemy employees that caused the damages to Plaintiff and distributed crystal methamphetamine in the camp.

85. **Lena Miller, Louie Hammonds, Ian Clark Johnson, Urban Alchemy, DOES 1-10** had a duty to train Urban Alchemy employees to abstain from violence and the distribution of crystal methamphetamine.

86. It was forseeable that failing to train Urban Alchemy staff would result in unnecessary violence and drug trafficiking, because Urban Alchemy primarily hired people who had been convicted and incarcerated for violent crimes and drug offenses.

87. 58. **Plaintiff** was substantially harmed as a proximate result of **Lena Miller, Louie Hammonds, Ian Clark Johnson, Urban Alchemy, DOES 1-10** failure to train their employees.

Seventh Cause of Action: Negligent Retention

(Against Lena Miller, Louie Hammonds, Ian Clark Johnson, Urban Alchemy, DOES 1-10)

Plaintiff reincorporates the preceding paragraphs as if full set forth herein.

88. **Urban Alchemy** managers **Lena Miller, Louie Hammonds, Ian Clark Johnson, Does 1-10, "UA Managers"** hired **Troy, Josh Taylor, Steveo Cook, Tim, Does 1-10, Enterprise Members 1-10,** to work as **"Urban Alchemy Practitioners"** at Camp Cormorant

89. Based on information and belief **Troy, Steveo Cook, Tim, Does 1-10, Enterprise Members 1-10,** were known by **UA Managers** to be incompetent for for their work due to violent, criminal behavior at the encampment.

90. **Troy, Josh Taylor, Steveo Cook, Tim, Does 1-10, Enterprise Members 1-10,** were never released from **Urban Alchemy** by **UA Managers**

91. The battery **Plaintiff** suffered was a direct result of incompetence

Prayer for Relief

Compensation for damages for the causes of action above, in an amount decided at trial

Punitive and statutory damages, in an amount decided at trial

Permanent injunction, decree, or other order to prevent the trafficking drug and human trafficking by employees of Urban Alchemy in the encampments they operate.

Permanent injunction against Urban Alchemy employees found to have distributed methamphetamine or participated in sexual exploitation of campers, from working in similar positions.

Permanent injunction, decree, or other order mandating Urban Alchemy to train its employees to prevent sexual assault.

Declaratory relief that defendants actions violated the law.

Attorneys fees as provided by law,

For costs of suit;

Amy such further relief as this Court may deem just.

Verification

I Arthur Bruce sign that the foregoing to be true and correct to the best of my knowledge and ability.

/s/ Arthur Bruce

February 8th 2024

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
FEB 08 2024
JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: K. Keeton, Deputy

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
URBAN ALCHEMY, LENA MILLER, LOUIE HAMMONDS, IAN CLARK JOHNSON, DOES 1-10, TROY, JOSH TAYLOR, STEVEO COOK, TIM, ENTERPRISE MEMBER 1-10

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ARTHUR BRUCE

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: Marin Superior Court
(El nombre y dirección de la corte es): 3501 Civic Center Drive, San Rafael CA 94903

CASE NUMBER:
(Número del Caso): CV0002009

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
ARTHUR BRUCE ArthurJBruce@gmail.com, 415-299-0605

DATE: *(Fecha)* FEB 08 2024
Clerk, by *(Secretario)* K. KEETON, Deputy *(Adjunto)* JAMES M. KIM

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

SEAL

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☒ on behalf of *(specify):* URBAN ALCHEMY
   under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov