

U.S. DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA  
FILED FEB 28 2002  
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U.S. DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA  
COMMISSIONER

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF LOUISIANA

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

CIVIL ACTION #01CV819 D2

Plaintiff

V.

COMPLAINT  
JURY TRIAL

SDI OF B.R. - HOOPER ROAD, LLC  
d/b/a SONIC DRIVE INN

Defendant

**SUPPLEMENTAL AND AMENDING COMPLAINT OF INTERVENORS**

NOW INTO COURT, through undersigned counsel, come Intervenor, Tiffany Atkinson, Jaime Theriot Cedatol, Julia Cook, Celida McDaniel and Sarah McDaniel, all residents of the full age of majority of the State of Louisiana who, with respect, represent:

I.

Intervenor pray that they be allowed to supplement and amend their original Complaint herein by adding additional parties and claims, the Supplemental and Amending Complaint of Intervenor to read, in its entirety, as follows:

INITIALS	DOCKET#
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**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF LOUISIANA**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**

**CIVIL ACTION #01CV819 D2**

**Plaintiff**

**V.**

**COMPLAINT  
JURY TRIAL**

**SDI OF B.R. - HOOPER ROAD, LLC  
d/b/a SONIC DRIVE INN**

**Defendant**

**SUPPLEMENTAL AND AMENDING COMPLAINT OF INTERVENORS**

The joint petition of:

**I.**

**INTERVENORS**

1. **JULIA COOK**, wife of Charles J. Cook, Sr. and a resident of the full age of majority of the Parish of East Feliciana, State of Louisiana;
2. **CHARLES J. COOK, SR.**, former husband of Julia Cook and a resident of the full age of majority of the Parish of East Feliciana;
3. **CELIDA MCDANIEL**, wife of Richard McDaniel and mother of Sarah McDaniel and a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana;
4. **RICHARD MCDANIEL**, husband of Celida McDaniel and father of Sarah McDaniel and a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana;
5. **SARAH MCDANIEL**, a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana;

6. **TIFFANY ATKINSON**, a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana;
7. **MARK ATKINSON**, husband of Wendy Atkinson and father of Tiffany Atkinson and a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, formerly appearing individually and as the administrator of his then-minor daughter;
8. **WENDY ATKINSON**, wife of Mark Atkinson and mother of Tiffany Atkinson and a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana;
9. **JAIME THERIOT CEDATOL**, sometimes referred to herein as Jaime Theriot, a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana;
10. **CHARLES THERIOT**, husband of Lisa Theriot and father of Jaime Theriot and a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, formerly appearing individually and as the administrator of his then-minor daughter; and
11. **LISA THERIOT**, wife of Charles Theriot and mother of Jaime Theriot and a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana,

with respect, represents:

## II.

### PARTIES DEFENDANT

Made defendants herein are the following parties:

1. **SONIC INDUSTRIES, INC.**, a foreign corporation which transacts business in the State of Louisiana; contracts to supply services or things in the State of Louisiana; regularly does or solicits business in the State of Louisiana; and/or derives revenue from goods used or consumed or services rendered in the State of Louisiana and over which this Court has personal jurisdiction pursuant to La. R.S. 13:3201;

2. **O.O.C., L.L.C.**, a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
3. **SDI OF B.R. HOOPER ROAD, L.L.C.** (hereafter sometimes “Kergan”), a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
4. **REAL ESTATE PARTNERS OF HOOPER ROAD, L.L.C.**, a limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
5. **THEODORE W. KERGAN**, a resident of the full age of majority of the Parish of Lafayette, State of Louisiana;
6. **ANN CROSBY KERGAN**, a resident of the full age of majority of the Parish of Lafayette, State of Louisiana;
7. **CHARLES “CHUCK” TOMAJKO**, a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana;
8. **SDI OF B.R. AIRLINE, L.L.C.**, a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
9. **REAL ESTATE PARTNERS OF AIRLINE, L.L.C.**, a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
10. **SDI OF B.R. PERKINS ROAD, L.L.C.**, a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
11. **REAL ESTATE PARTNERS OF PERKINS ROAD, L.L.C.**, a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
12. **SDI OF B.R. O’NEAL LANE, L.L.C.**, a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;

13. **REAL ESTATE PARTNERS OF O'NEAL LANE, L.L.C.**, a domestic limited liability company organized and existing under the laws of the State of Louisiana, domiciled in the City of Baton Rouge therein, authorized to do and actually doing business in the State of Louisiana;
14. **DANIEL NAQUIN**, a resident of the full age of majority of the Parish of Livingston, State of Louisiana; and
15. **WESLEY BRIDGES**, a resident of the full age of majority of the Parish of Livingston, State of Louisiana.
16. SDI of B.R. Hooper Road, L.L.C., SDI of B.R. Airline, L.L.C., SDI of B.R. Perkins Road, L.L.C. and SDI of B.R. O'Neal Lane L.L.C., together with their respective real estate counterparts, Real Estate Partners of Hooper Road, L.L.C., Real Estate Partners of Airline L.L.C., Real Estate Partners of Perkins Road, L.L.C. and Real Estate Partners of O'Neal Lane, L.L.C., all made defendant herein, are hereinafter sometimes referred to as **"Kergan Baton Rouge Sonics"**.
17. As used herein, **"Kergan Sonics" and "Kergan's Sonics" and "Kergan owned companies and enterprises"** refer to the sixty or more limited liability companies throughout the State of Louisiana which Kergan created and operates in a like manner to those entities made defendant herein to operate his Sonic Drive In enterprises, including the Kergan Baton Rouge Sonics.

### **III.**

#### **INCORPORATION BY REFERENCE FROM ORIGINAL PETITION**

Paragraphs "Nature of the Action", 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, "Prayer for Relief" and "Jury Trial Demand" of plaintiff's complaint in the original action above are adopted and incorporated herein by reference.

## IV.

### FACTS

#### A. Role of Parties

1.

SONIC INDUSTRIES, INC. is the franchisor of Sonic Drive In Restaurants throughout the United States, including the State of Louisiana and utilizes the registered trademark of *SONIC*.

2.

SONIC INDUSTRIES, INC. is a party to a franchise agreement with Theodore W. Kergan and, together with Kergan, exercises control over the operations of the Kergan Sonic Restaurants, and particularly the Kergan Baton Rouge Sonics and Sonic Drive In on Hooper Road.

3.

Theodore W. Kergan is a franchisee of SONIC INDUSTRIES, INC. and owns, operates and controls numerous Sonic Drive In Restaurants throughout the City of Baton Rouge and the State of Louisiana.

4.

O.O.C., L.L.C. and/or Kergan and/or Tomajko manage, operate and control the Sonic Drive In Restaurant located on Hooper Road in Baton Rouge, Louisiana. The Hooper Road Sonic Drive In is organized as SDI of B.R. Hooper Road, L.L.C.

5.

Theodore W. Kergan, Ann Crosby Kergan, SDI of B.R. Hooper Road, L.L.C. and Kergan Baton Rouge Sonics all employ 15 or more employees and is an “employer” within the meaning of state and federal employment laws and other applicable statutes.

6.

Theodore W. Kergan is the sole owner, organizer and Member of O.O.C., L.L.C. and at all times pertinent herein served as its Executive Vice-President. As the sole Member of O.O.C., L.L.C., Kergan occupied a position of managerial authority with respect to the operation of SDI - Hooper and the other Kergan Sonics, including but not limited to the formulation and implementation of all personnel policy matters of said entities and its subsidiaries such as the hiring and firing of personnel and ensuring compliance with Federal and State employment discrimination laws.

7.

Theodore W. Kergan and Ann Crosby Kergan are the organizers and owners of SDI - Hooper, and at all times pertinent herein served as its Executive Vice-Presidents and sole Members. As Members of SDI -Hooper, Theodore W. Kergan and Ann Crosby Kergan occupied positions of managerial authority with respect to the operation of SDI - Hooper and the other Kergan Baton Rouge Sonics and Kergan Sonics, including but not limited to the formulation of all personnel policy matters such as the hiring and firing of personnel and ensuring compliance with Federal and State employment discrimination laws.

8.

At all times pertinent herein, Tomajko served as the President/Chief Executive Officer of both O.O.C., L.L.C. and SDI - Hooper. As such, and by virtue of special provisions contained within the Operations/Management Agreements and employment contracts, Tomajko occupied a position of managerial authority with respect to the operation of O.O.C., L.L.C. and SDI - Hooper and other Baton Rouge Sonics, including but not limited to all personnel policy matters such as the hiring and firing of personnel and ensuring compliance with Federal and State employment discrimination laws. Tomajko occupied a position supervisory to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany

Atkinson and Jaime Theriot.

9.

At all times pertinent herein, Daniel Naquin was employed by SDI - Hooper as the Assistant Manager of the Hooper Road Sonic Drive In and was acting within the course and scope of that employment. Naquin occupied a position supervisory to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot. Naquin was 21 years of age or older. Naquin routinely took instruction from Kergan, Tomajko and Bridges.

10.

At all times pertinent herein, Bridges was employed by SDI - Hooper as the Manager of the Hooper Road Sonic Drive In and was acting within the course and scope of that employment. Bridges occupied a position supervisory to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot. Bridges was 25 years of age or older. Bridges routinely took instruction from Kergan and Tomajko.

11.

At all times pertinent herein, Julia Cook was employed by SDI - Hooper, one of the many Kergan-controlled enterprises, at the Hooper Road Sonic Drive In as an assistant manager.

12.

At all times pertinent herein, Celida McDaniel was employed by SDI - Hooper, one of the many Kergan-controlled enterprises, at the Hooper Road Sonic Drive In as a General Worker.

13.

At all times pertinent herein, Sarah McDaniel was employed by SDI - Hooper, one of the many Kergan-controlled enterprises, at the Hooper Road Sonic Drive In as a Car Hop/Waitress.



14.

At all times pertinent herein, Tiffany Atkinson was employed by SDI - Hooper, one of the many Kergan-controlled enterprises, at the Hooper Road Sonic Drive In as a Car Hop/Waitress.

15.

At all times pertinent herein, Jaime Theriot was employed by SDI - Hooper, one of the many Kergan-controlled enterprises, at the Hooper Road Sonic Drive In as a Car Hop/Waitress.

**B.**

### **HARASSMENT/DISCRIMINATION**

16.

During the terms of their employment by SDI - Hooper and/or Kergan and/or Kergan Baton Rouge Sonics and/or O.O.C., L.L.C., Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot were subjected to repetitive, persistent and pervasive incidents of unwarranted, unwelcome and unsolicited hostile and offensive verbal and physical assaults of a sexual nature which conduct and incidents may be more particularly described but not limited to the following:

- a) Daniel Naquin repeatedly responded to employee requests for assistance as follows: "Suck my d--", "Lick my ass", "Crackhead, you can suck my left nut" and "Suck this". He made these comments openly, often and personally to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson, Jaime Theriot and others; Naquin's propensity to make such routine remarks was well-known to management and others in the Kergan-controlled companies.
- b) Naquin made such a comment to Celida McDaniel when she objected to him acting unprofessionally towards a young kitchen employee. When Celida McDaniel told Naquin the next day that she was not used to such language and did not approve of it, he told her to "hump this", indicating his groin area. He also told Mrs. McDaniel to "hump this", indicating his groin area, when she called his attention to a buckle in the floor which presented a safety hazard;
- c) On more than one occasion, Naquin pointed to his groin and asked Tiffany Atkinson "Why don't you suck this? You know you want this";

- d) On one occasion, Naquin pushed out his pelvis and told Sarah McDaniel to “work this” when she asked him for some french fries for a customer. On or about August 25, 1998, Naquin repeated the identical conduct towards Sarah McDaniel in the presence of Celida McDaniel and Lindsey Veck when Sarah asked for help cleaning the ice cream station;
- e) Wesley Bridges inappropriately touched Sarah McDaniel on the buttocks on more than one occasion. Specifically, this occurred on or about August 7, 1998, August 14, 1998 and on four or more occasions thereafter;
- f) Wesley Bridges repeatedly grabbed his crotch in the presence of his female subordinates, including but not limited to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot;
- g) Tiffany Atkinson was repeatedly “cornered” by Daniel Naquin while getting forks and other items. During these occurrences, Naquin forced himself inappropriately and unnecessarily close to her. He also unnecessarily brushed in to her on a number of occasions;
- h) Naquin engaged in conduct similar to that alleged in subparagraph “g” above directed to Jaime Theriot. On one occasion, Naquin sent her to get rags and then cornered her, touching her around her waist and commenting “Hey, Sexy”. On another occasion, he came up behind her and put his arms around her waist. He bumped his pelvic area to her buttocks, saying “How would you like to make it the real thing? I would f--- your brains out ;”
- i) Wesley Bridges purposefully and on a daily basis separated himself and a single female co-worker from groups of employees. On one occasion, he had Julia Cook go outside with him, whereupon he touched her inappropriately. Bridges also falsely informed co-workers that he was engaged in a sexual relationship with Julia Cook and that she called him at home to profess her love for him;
- j) Tiffany Atkinson and Jaime Theriot were called outside with Bridges on a daily basis, sometimes for hours at a time. Although these conversations occurred during working hours and while they were on the clock, they seldom concerned work-related topics unless the girls tried to break-off the conversation and return to work. Otherwise, the primary topics of conversation were about Bridges’ relationship with his wife, the girls’ problems, the girls’ boyfriends, whether the girls engaged in sexual relations with their boyfriends, and other conversations of an explicitly sexual nature;
- k) On or about August 11, 1998, Bridges separated himself and Tiffany Atkinson from their co-workers. He had her accompany him outside of the restaurant and to the back of the parking lot in a dimly lit area. During this conversation, he questioned her for nearly twenty minutes about whether she was the employee who filed the sexual harassment complaint with the corporate office and what she knew about it. During the entire conversation, he repeatedly grabbed his crotch;

- l) On three different occasions, Bridges called Jaime Theriot outside to talk with him and told her that they would sit in his car. He leaned over and put his face to her ear and said "God, what I would love to do with you right now, you are so hot";
- m) Daniel Naquin repeatedly told Tiffany Atkinson that he knew what she wanted, indicating his penis. He also talked about liking "big ass", making reference to Tiffany and grabbing at her as she walked by;
- n) On one occasion, Tiffany Atkinson told Naquin that she wanted to count the money on the table, not on the desk. Naquin responded, in the presence of a group of co-workers, "Oh, but Tiffany, I don't want to *do it* on the table". His implication was clear that he did not want to have sex on the table.
- o) Naquin would frequently pick up a banana and, holding it to his crotch, make offensive comments. One on occasion, he told Tiffany Atkinson not to be offended by the size of his banana. On several occasions, he told Jaime Theriot to suck it. Offensive displays of this nature also took place in the presence of Celida McDaniel;
- p) Contrary to their wishes, Naquin repeatedly bragged to his female employees, including but not limited to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot about (and discussed in their presence) his sexual encounters, about sleeping with married women and that he liked blow jobs. He specifically conveyed this information to Tiffany Atkinson. On one occasion after having his tires slashed, he told Celida McDaniel about his encounter with a married woman. On another occasion, Naquin told Jaime Theriot that, "I like to get my d--- sucked, but I always return the favor. I would love to find out what you taste like";
- q) Contrary to their wishes, Bridges discussed with and in the presence of his female employees, including but not limited to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot his extramarital relationships. He made specific mention to Celida McDaniel of the fact that he had cheated on his wife. He also called Julia Cook from both home and work to discuss his relationship with his wife and to ask about her relations with her husband and how often they "did it";
- r) On one occasion, Naquin asked Sarah McDaniel if she "gives good head". This occurred in late August or early September, 1998;
- s) Naquin told Celida McDaniel that she is beautiful and that he would "give her a go" if she were not married. On another occasion, he was describing his sexual encounter of the night before and turned to Celida McDaniel, telling her that she was not a bad looking woman for her age and that he would like to "give you a go".
- t) Bridges routinely commented on the physical appearance of his female employees, including but not limited to Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot. More specifically, he told Tiffany Atkinson that she could have any guy she wanted

and he didn't know what she was doing with her "loser boyfriend". He also told Tiffany Atkinson that they missed her wearing shorts to work. He also told her that they would assign her to work in the kitchen but no work would get done because all the males would be "staring at your ass";

- u) Additionally, Bridges routinely told Jaime Theriot that she was beautiful and far prettier than any of the other girls that worked for Sonic. He regularly asked her questions about her sex life, specifically whether she and her boyfriend had sexual relations and, if so, what they did. On one occasion when Jaime Theriot was working in the kitchen, Bridges commented that things were a lot slower since she began working back there. He further commented that "Maybe if you didn't have such a fine ass, people could take their eyes off of you";
- v) Naquin routinely told Jaime Theriot that she was pretty. He made specific comments about her having "nice ass" and a "perfect body". On one occasion, he told her that she had "nice tits" and that he would like to suck on them. Naquin also made physical contact with Jaime on a regular basis, although there was no need to do so. On countless occasions, he would instruct her to do something and then slap her on the behind when she walked past him. This physical contact was so extensive that co-workers commented that every time Naquin walked by he "has to put his hands on you";
- w) On one occasion a female customer pulled into the drive in a truck. The management staff (Bridges and Naquin) began ogling her and commenting on her "good looking cleavage". This inappropriate conduct took place in the presence of Celida McDaniel who, in disgust, told them that they were "sick perverts";
- x) On one occasion, Bridges directed Tiffany Atkinson and Jaime Theriot to go outside and wash customers' car windshields in an effort to increase business since both young women were wearing shorts;
- y) Naquin routinely invited under-age female Sonic employees to his apartment to get drunk and party. Specifically, he invited Tiffany Atkinson, Jaime Theriot, Lindsey Veck and Heather Spillman to his apartment;
- z) Naquin, while at Sonic, repeatedly called Jaime Theriot at home and frequently asked her to go out on dates with him. Some of the requests for them to date were made at the worksite and during work hours;
- aa) On one occasion, Wesley Bridges spoke with Tiffany Atkinson about his feelings for a co-worker, Dawn McIntyre (age 18), and wanted Tiffany to speak with Dawn to see if she returned his feelings. After Bridges and Miss McIntyre spoke and she told him she did not return his feelings, Bridges disclosed his feelings regarding Miss McIntyre and her rejection of him to Jaime Theriot;
- bb) On October 3/4, 1998, the sexual harassment described herein culminated in the rapes of Tiffany Atkinson and Jaime Theriot by Bridges and Naquin. Bridges and Naquin let these

two young girls off from work early in order that they could prepare to go out with them. After supplying Tiffany and Jaime with alcohol to the point of intoxication, both Bridges and Naquin had unsolicited and unwelcome sexual intercourse with each of them. After the rapes, in an effort to keep Tiffany and Jaime from disclosing what happened, they were both given increases in pay and other special on-the-job consideration by Bridges and Naquin. As a result of these rapes both Tiffany Atkinson and Jaime Theriot had to seek medical and psychological treatment which continues to this date. In addition, Tiffany Atkinson became pregnant as a result of her rape by Naquin and/or Bridges. She gave birth to a son on June 29, 1999. DNA testing has confirmed Naquin's paternity.

- cc) Bridges frequently made telephone calls to Sonic management team member Wesley Wallace to discuss the physical appearance of the girls he hired, how they compared to the attractiveness of the females Wallace hired, etc. He frequently made mention of Tiffany Atkinson during these conversations;
- dd) On one occasion, Jaime Theriot was in the kitchen flipping hamburger patties. Naquin commented to her, "You are good with meat, huh? How about you come show me how good you are?";

### C.

#### COMPLAINTS AND RETALIATION

- ee) Celida McDaniel complained to both Wesley Bridges and Daniel Naquin about their inappropriate treatment directed to her daughter, Sarah McDaniel. After receiving these complaints, Bridges and Naquin retaliated by placing Sarah on the work schedule less frequently and taking her off of car hop duties and placing her inside working the ice cream station. Both of these actions had the affect of reducing Sarah's income. Additionally, Bridges and Naquin told their subordinates to watch what they said to Sarah;
- ff) Celida McDaniel also complained internally to Bridges and Dale Gryder (First Assistant Manager) regarding Naquin's inappropriate sexual conduct and comments. No relief resulted from the complaints;
- gg) Mike Sheldon, Assistant Manager of the Sonic on O'Neal Lane, called Sarah McDaniel to fish for information regarding the nature and source of the problems at Hooper Road. Celida and Sarah McDaniel then confronted Wesley Bridges regarding how Mike Sheldon learned of any problems or complaints. Bridges lied and denied knowledge;
- hh) On or about the following Sunday, Sarah McDaniel advised Celida McDaniel that Danny Naquin had punched her on the arm, leaving a bruise. Sarah complained about this incident to Wesley Bridges. Bridges allowed Sarah to leave work early to talk to her mother. The following day, Celida called Bridges to complain the physical abuse of her daughter and other harassing conduct of a sexual nature. Thereafter, Chuck Tomajko requested to meet with the

McDaniel's. Celida and Sarah McDaniel, Celida's husband, Richard McDaniel, Chuck Tomajko and Wesley Bridges attended the meeting. At that meeting, wherein the physical abuse and sexual harassment was discussed, Tomajko advised the McDaniels that he sticks with his management team, but that he had problems with Naquin in the past and would see to it that Naquin got counseling, would apologize and would not hit Sarah again. He also offered to transfer Sarah McDaniel to another Sonic location. Since Sarah was not the problem, this offer was declined;

- ii) On or about September 9 and September 11, 1998, complaints were made to the corporate office of Sonic Industries, Inc. (to a woman believed to have been named Sherry Bowman) requesting that Sonic Industries, Inc. investigate and remedy the pervasive sexual harassment occurring at the Sonic Drive In on Hooper Road. Sonic Industries, Inc. failed to conduct an investigation. Rather, the complaint and supplemental complaint were faxed to the franchisee, Theodore Kergan, in Lafayette, Louisiana, and then by Kergan to Charles Tomajko at O.O.C./S.D.I. of B.R. Hooper Road for investigation. On information and belief, Tomajko transmitted the complaints to Bridges, as Manager of S.D.I. of B.R. Hooper Road, L.L.C. Neither Sonic Industries, Inc., Kergan, Tomajko or Bridges took appropriate action to redress these grievances or to prevent further harm.
- jj) Sarah McDaniel informed Wesley Bridges about Naquin's conduct in pushing out his pelvis and telling her to "work this". This report was made on or about August 25, 1998. Although Sarah was crying and visibly upset over an issue which she indicated was clearly work related and involving Naquin, Bridges paid no attention to her complaint;
- kk) On or about September 17, 1998, Julia Cook was terminated from Sonic by Tomajko. She was called to meet with him before she returned to work from stress leave. When he asked what was going on and she told him of the sex harassment at her job site, he told her to consider herself terminated. Tomajko's termination of Julia Cook for reporting sex harassment was not completely unexpected. Tomajko himself, a direct agent and representative of the Kergans, has approached Cook from behind and rubbed on her. On another occasion, he asked her what her job evaluation rating should be. She told him an eleven on a scale of one to ten. He responded that an eleven was a "swallower". His conduct and behavior is demonstrative of the pervasive attitude tolerating and/or encouraging sexual harassment at the Kergan Baton Rouge Sonics.

**D.**

**PERVASIVENESS OF CONDUCT**

17.

As set forth hereinabove, the sexual comments, references to sex and the unwarranted and unwelcome physical contact were pervasive. The atmosphere was so hostile and offensive that petitioners, Celida McDaniel and Sarah McDaniel, were forced to quit their jobs due to the harassment. Julia Cook was fired for reporting the harassment. Julia Cook's daughter, Blanche Mayer, was taken off of Sonic's schedule. Both Tiffany Atkinson and Jaime Theriot tried to continue working following the rapes in an effort to keep their families, friends and co-workers from learning what happened. Finding themselves emotionally unable to continue working, they both discontinued reporting to work.

18.

Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot show that Naquin, Bridges and Tomajko's actions throughout their employment unreasonably and unnecessarily interfered with their work performance and created an intimidating, abusive, hostile and offensive work environment.

19.

Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot show that Naquin, Bridges and Tomajko's harassment was so severe that it frequently reduced them to tears and has caused them to suffer permanent intellectual, emotional and psychological injury.

20.

Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot show that Naquin, Bridges and Tomajko's actions as set forth herein were done with malice and with reckless disregard for their privacy rights and common decency. Further, these plaintiffs show that Naquin, Bridges and Tomajko's actions were so outrageous in character and extreme in degree as to be beyond all bounds of human decency and civility.

**E.**

**FAILURE TO HAVE POLICIES/APPROPRIATELY TRAIN**

21.

On information and belief, SONIC INDUSTRIES, INC. and/or the Kegans and/or Kergan Sonics and/or O.O.C., L.L.C. have no policy to effectively train and supervise its franchise owners/managers in appropriate personnel matters, including but not limited to sexual harassment policies.

22.

Sonic Industries, Inc., Theodore W. Kergan, Ann Crosby Kergan and/or Tomajko were responsible for the proper training of Naquin and Bridges relative to the sexual harassment policy and failed to do so. Sonic and the Kergans were responsible for the proper training of Tomajko and failed to do so.



**F.**

**OPERATIVE DESIGN**

23.

O.O.C., L.L.C. and SDI - Hooper, through its owners/executive officers/Members/employees and/or managers, Theodore W. Kergan, Ann Crosby Kergan, Tomajko, Naquin and Bridges routinely and systematically employed young attractive females to occupy the positions of Car Hop/Waitress in a plan and strategy to use sex and sex appeal as a business attractant.

24.

SONIC INDUSTRIES, INC.'s and/or Kergan and/or the Kergan Sonics' and/or O.O.C., L.L.C.'s operative design is to hire young, attractive females to serve as Car Hop/Waitresses to enhance business.

25.

SONIC INDUSTRIES, INC.'s and/or Kergan and/or the Kergan Sonics' and/or O.O.C., L.L.C.'s operative design is to hire young, ill trained, ill prepared managers, typically male, to supervise the attractive young girls.

**G.**

**DEFENDANTS' KNOWLEDGE AND FAILURE TO RESPOND**

26.

O.O.C., L.L.C., SDI - Hooper, Theodore W. Kergan, Ann Crosby Kergan, Tomajko and Sonic Industries, Inc. had knowledge of Naquin's propensity to engage in sexual harassment and improper conduct in the workplace and ample opportunity to prevent the conduct complained of herein by appropriate personnel practices, including exercising the option to not hire Naquin at the Hooper Road

location.

27.

Prior to Naquin being hired by Bridges as Assistant Manager at Hooper Road, Bridges received specific warning from Julia Cook that Naquin had harassed the female employees at the O'Neal Lane Sonic location (also a Kergan enterprise managed in conjunction with Tomajko) and that she herself had been a victim of his harassment. Wesley Wallace, Sonic management team member, also warned Bridges. These warnings were to no avail. Further, upon directly observing Naquin's actions and receiving complaints with regard thereto, Bridges failed to intervene, failed to correct and/or follow-up with appropriate action.

28.

Theodore W. Kergan and/or Ann Crosby Kergan knew or should have known about the actions of Naquin, Bridges and Tomajko as set forth above and did nothing to stop it. In fact, Kergan looked to Tomajko to correct the situation when he knew or should have known Tomajko to be part of the problem.

29.

Theodore W. Kergan, Ann Crosby Kergan and/or Tomajko failed to investigate and/or adequately investigate the backgrounds of Naquin and Bridges prior to hiring them or after Tomajko received complaints relative to their behavior.

30.

Theodore W. Kergan, Ann Crosby Kergan and/or Tomajko as the organizers/members/managers of these companies are therefore personally responsible for the actions/inactions of these companies.

## H.

### **Sonic License Agreement/Assignment**

31.

Sonic Industries, Inc. has the exclusive authority to grant to a person, known as a “licensee”, the right to operate a Sonic Drive In, and does so in the form of a license agreement (hereinafter sometimes referred to as a “Sonic License”).

32.

A Sonic License allows the licensee to operate a Sonic Drive In at a particular location described in the Sonic License agreement; however, Sonic Industries, Inc. maintains substantial control over how the licensee operates the Sonic Drive In.

33.

Sonic Industries’ control, as described above includes, but is not limited to:

- a) Menus;
- b) Pricing;
- c) Uniforms;
- d) Building layout;
- e) Training of managers;
- f) Training to prevent sexual harassment; and
- g) Location, advertising and the sale, transfer and assignment of the Sonic License.

34.

No person or entity may operate a Sonic Drive In without obtaining a Sonic License from Sonic Industries, Inc.

35.

No licensee may transfer or assign a Sonic License without the consent of Sonic Industries, Inc.

36.

Transfer of the license agreement between Sonic Industries, Inc. and Kergan required compliance with certain formalities, in part to protect the interest of third parties.

37.

Formalities which must be complied with to transfer a Sonic License include, but are not limited to:

- a) Ensuring proper liability insurance coverage for injuries;
- b) Proper capitalization for payment of indebtedness;
- c) Proper training in personnel matters to ensure the safety and welfare of those working under the Sonic name; and
- d) Other hazards to be identified at the trial of this matter.

38.

Kergan claims to have assigned his Sonic License for the Hooper Road drive in location to SDI of B.R. - Hooper, L.L.C.; however, due to lack of compliance with any of the requirements outlined in the license agreement, this assignment is null, leaving Kergan the individual licensee.

39.

Sonic Industries, Inc. knew that SDI-Hooper was not properly licensed and had not complied with the measures designed to protect third parties, yet they condoned Kergan's disregard for the licensing requirements and loose, irresponsible and negligent management of his organization.

I.

**Piercing Veil of Limited Liability**

40.

Sonic Industries, Inc. granted a Sonic License to Kergan to operate a Sonic Drive in on Hooper Road in East Baton Rouge Parish.

41.

Sonic Industries, Inc. never consented to the transfer or assignment by Theodore Kergan of the license to operate a Sonic Drive In on Hooper Road.

42.

Theodore Kergan operates a Sonic Drive In on Hooper Road purportedly in the name of SDI of B.R. Hooper Road, L.L.C.

43.

At all times pertinent, SDI - Hooper was the alter ego of Theodore Kergan.

44.

SDI - Hooper was established by Theodore Kergan and Ann Crosby Kergan to impair the rights of creditors.

45.

SDI - Hooper does not have a valid Sonic License authorizing it to operate a Sonic Drive In.

46.

Plaintiffs allege, on information and belief, that SDI - Hooper:

- a) Was formed by and at the direction of Theodore Kergan and Ann Crosby Kergan;
- b) Is absolutely controlled by Theodore Kergan and Ann Crosby Kergan;
- c) Is and was undercapitalized;

- d) Has total liabilities exceeding its total assets;
- e) Has no liability insurance to provide protection to parties who are injured by the conduct or operations of SDI - Hooper;
- f) Has no worker's compensation insurance to protect its employees;
- g) Was formed to impair or defeat creditors' rights; and
- h) Failed to follow the appropriate business formalities.

47.

That the plaintiffs are entitled to pierce the veil of limited liability with respect to SDI - Hooper and any judgment obtained against SDI - Hooper should also be rendered against Theodore Kergan and Ann Crosby Kergan.

**J.**

**Single Business Enterprise**

48.

Sonic Industries, Inc. has granted approximately sixty Sonic Licenses to Kergan to operate Sonic Drive Ins throughout Louisiana.

49.

Kergan has formed multiple Limited Liability Companies (LLCs) and purportedly operates each Sonic under the name of a separate limited liability company.

50.

Kergan has formed multiple limited liability companies and placed the ownership of the land and buildings, but not the Sonic License, for each Sonic Drive In he operates into a separate limited liability company.

51.

Kergan uses approximately sixty limited liability companies to operate his Sonic Drive In enterprises (hereinafter sometimes "Kergan Sonics", including Kergan Baton Rouge Sonics).

52.

Kergan had a Sonic License from Sonic Industries, Inc. to operate a Sonic Drive In on Hooper Road, Perkins Road, O'Neal Lane and Airline Highway in East Baton Rouge Parish. He has others.

53.

Theodore Kergan operates the Sonic Drive In on Hooper Road in the name of SDI of B.R. Hooper Road, L.L.C. and placed the ownership of the real estate and building of the Sonic Drive In in the name of Real Estate Partners of Hooper Road, L.L.C.

54.

Theodore Kergan operates the Sonic Drive In on Perkins Road in the name of SDI of B.R. Perkins Road, L.L.C. and placed the ownership of the real estate and building of the Sonic Drive In in the name of Real Estate Partners of Perkins Road, L.L.C.

55.

Theodore Kergan operates the Sonic Drive In on Perkins Road in the name of SDI of B.R. Airline, L.L.C. and placed the ownership of the real estate and building of the Sonic Drive In in the name of Real Estate Partners of Airline, L.L.C.

56.

Theodore Kergan operates the Sonic Drive In on O'Neal Lane in the name of SDI of B.R. O'Neal Lane, L.L.C. and placed the ownership of the real estate and building of the Sonic Drive In in the name of Real Estate Partners of O'Neal Lane, L.L.C.

57.

A Sonic License may not be sold, transferred or assigned without the consent of Sonic Industries, Inc.

58.

Sonic Industries, Inc. has never consented to the transfer or assignment of Sonic Licenses granted to Theodore Kergan for operation of the Hooper, Perkins, Airline and O'Neal Lane locations.

59.

Theodore Kergan formed O.O.C., L.L.C. to purportedly manage the Sonic Drive Ins located at Hooper Road, Perkins Road, O'Neal Lane and Airline Highway.

60.

On information and belief Kergan Sonics are sham entities and are not and have never been properly conducted as companies as evidenced by the failure to hold regular meetings of members and failure to follow statutory formalities for transacting company affairs.

61.

On information and belief, income and profits generated by Kergan's Sonics is directed to Kergan and no capital or funds are left in Kergan's Sonics to pay creditors except those in the ordinary course of business.

62.

On information and belief, Kergan Sonics:

- a) Have the same organizers;
- b) Have the same members;
- c) Have the same owners;
- d) Have the same accountants;



- e) Have the same administrative officers and offices;
- f) Share personnel;
- g) Are undercapitalized; and
- h) Are uninsured or underinsured.

63.

The operation of Kergan Sonics exposes thousands of employees, customers and vendors to various risks and injuries without recourse of recovery.

64.

The multiple limited liability companies in the Kergan Sonics serve one purpose, that is to operate the Sonic Drive Ins owned and controlled by Kergan, while insulating him from responsibility to properly manage, control and oversee his operations.

65.

The excessive fragmentation of Kergan's Sonics into multiple entities was established by Kergan to impair or defeat the rights of creditors.

66.

Kergan and Kergan Baton Rouge Sonics are in fact a single business enterprise owned, operated and controlled by Kergan.

67.

That the Kergan Baton Rouge Sonics, individually or collectively, should be recognized as the alter ego of Kergan.

V.

**CAUSES OF ACTION**

68.

Plaintiffs show that Theodore W. Kergan, Ann Crosby Kergan and Charles “Chuck” Tomajko as the owners/organizers/members/ managers of O.O.C., L.L.C., SDI - Hooper and the Kergan Baton Rouge Sonics, are vicariously liable, and liable as respondeat superiors of Naquin and Bridges for their atrocious, opprobrious, tortious, and outrageous behavior set forth herein exhibited and initiated towards and upon Julia Cook, Celida McDaniel, Sarah McDaniel, Tiffany Atkinson and Jaime Theriot which behavior was purposely intended to bring about emotional, psychological and intellectual injury to each of them.

69.

Plaintiffs show that O.O.C., L.L.C., Theodore W. Kergan, Ann Crosby Kergan and Charles “Chuck” Tomajko, as the owners/organizers/members/managers of O.O.C., L.L.C., and SDI - Hooper and the Kergan Baton Rouge Sonics are further liable by virtue of their negligent hiring/retention of Naquin and Bridges as supervisory employees. Specifically, plaintiffs show that these defendants knew or should have known:

- a) That Naquin and Bridges were engaging in the outrageous behavior set forth above;
- b) That Naquin and Bridges had sexually harassed other employees of SDI of B.R. Hooper Road, L.L.C. and/or other Sonic Drive In Restaurants owned, operated or managed by these defendants;
- c) That Naquin’s and Bridges’ sexual harassment would likely culminate in the rapes as set forth herein;
- d) That hiring and retaining 21 year old to 25 year males of Bridges’ and Naquin’s ilk to

supervise 16 year old females was a recipe for disaster and constituted gross negligence; and

- e) That these defendants failed to properly detect, control and respond to the allegations of Naquin's and Bridge's sexual harassment and the pervasive conduct and atmosphere condoned by the defendants.

70.

Plaintiffs show that O.O.C., L.L.C., SDI - Hooper, Theodore W. Kergan, Ann Crosby Kergan and Tomajko, as the owners/organizers/members/managers of O.O.C., L.L.C., SDI - Hooper and other Kergan controlled companies and enterprises are further liable by virtue of their facilitating Bridges' and Naquin's ability to abuse and offend these plaintiffs in the following non-exclusive respects:

- a) Gross negligence in hiring and retaining Naquin and Bridges as supervisory employees;
- b) Failing to promulgate, disseminate, provide training and enforce a policy prohibiting sexual harassment;
- c) Failing to properly train Naquin and Bridges; and
- d) Failing to appropriately act based upon information known or that should have been known regarding Naquin's and Bridges' actions and past actions.

71.

Julia Cook and Celida McDaniel show that Theodore W. Kergan, Ann Crosby Kergan, Tomajko, SDI - Hooper, O.O.C., L.L.C., Sonic Industries, Inc., the Kergan Baton Rouge Sonics and other Kergan owned companies and enterprises, Naquin and Bridges are liable to each of them for their conduct set forth herein which outrageous conduct constitutes fault, assault and battery, and intentional infliction of emotional distress within the meaning of Civil Code Articles 2315 and 2316

and sexual harassment within the meaning of State law.

72.

Sarah McDaniel shows that Theodore W. Kergan, Ann Crosby Kergan, Tomajko, SDI - Hooper, O.O.C., L.L.C., Sonic Industries, Inc., the Kergan Baton Rouge Sonics and other Kergan owned companies and enterprises, Naquin and Bridges are liable to her for their conduct set forth herein which conduct constitutes fault, assault and battery and intentional infliction of emotional distress within the meaning of Civil Code Articles 2315 and 2316 and sexual harassment within the meaning of State law.

73.

Tiffany Atkinson and Jaime Theriot Cedatol show that Theodore W. Kergan, Ann Crosby Kergan, Tomajko, SDI - Hooper, O.O.C., L.L.C., Sonic Industries, Inc., the Kergan Baton Rouge Sonics and other Kergan owned companies and enterprises, Naquin and Bridges are liable for their conduct set forth herein, including but not limited to making them the victims of rape which conduct constitutes fault, assault and battery, intentional infliction of emotional distress and criminal sexual activity occurring during childhood within the meaning of Civil Code Articles 2315, 2315.7 and 2316 and sexual harassment within the meaning of State law.

74.

Tiffany Atkinson and Jaime Theriot Cedatol show that SDI - Hooper, O.O.C., L.L.C., Theodore W. Kergan, Ann Crosby Kergan, Tomajko, Kergan Baton Rouge Sonics and other Kergan owned companies and enterprises are vicariously liable, and liable as respondeat superiors, for the conduct of Naquin and Bridges set forth herein, including but not limited to making them victims of rape, which conduct constitutes fault, assault and battery, intentional infliction of emotional distress, criminal sexual activity occurring during childhood within the meaning of Civil Code Articles 2315,

2315.7 and 2316 and sexual harassment within the meaning of State and Federal law.

75.

Sarah McDaniel, Celida McDaniel and Julia Cook show that SDI - Hooper, O.O.C., L.L.C., Theodore W. Kergan, Ann Crosby Kergan, Tomajko, Kergan Baton Rouge Sonics, and other Kergan owned companies and enterprises are vicariously liable, and liable as respondeat superiors, for the conduct of Naquin and Bridges set forth herein, which conduct constitutes fault, assault and battery and intentional infliction of emotional distress within the meaning of Civil Code Articles 2315 and 2316 and sexual harassment within the meaning of State and Federal law.

76.

Plaintiffs file this action in accordance with the Constitutions, statutes and laws of the United States of America and the State of Louisiana for injuries and damages occasioned by the intentional and/or negligent acts and/or omissions and/or strict liability of the parties made defendants herein, which acts and omissions include, but are not limited to, acts of sexual harassment, sexual battery and rape, sexual discrimination, employment discrimination, assault, battery, intentional infliction of emotional distress, invasion of privacy, gross negligence, negligent hiring and violation of plaintiffs' civil/human rights. Specifically, this action is filed pursuant to 42 U.S.C. 2000e, et seq., LSA-R.S. 23:331, et seq, La. R.S. 51:2231, LSA-Civil Code Articles 2315, 2316 and 2315.7.

77.

Plaintiffs Celida McDaniel, Sarah McDaniel, Julia Cook, Tiffany Atkinson and Jaime Theriot Cedatol shows that they each filed Charges of Discrimination with the Equal Employment Opportunity Commission alleging that they had been discriminated against and harassed because of their sex/gender, female, in violation of Title VII of the Civil Rights Act of 1964, as amended. Further, they were allowed to intervene herein by Order signed January 18, 2002.

78.

SONIC INDUSTRIES, INC. is liable to each of your plaintiffs for its negligent failure to properly train and supervise the owners of its/their franchise stores in appropriate personnel policies and matters, including but not limited to sexual harassment policies, and for other failures as herein above specified.

79.

SONIC INDUSTRIES, INC. is liable to each of your plaintiffs for its negligent failure to properly monitor and control its franchise operations, including SDI of Hooper Road, L.L.C. and for other failures as herein above specified.

80.

SONIC INDUSTRIES, INC. is liable to each of your plaintiffs for its failure to enforce the license agreement.

81.

SONIC INDUSTRIES, INC. is liable to each of your plaintiffs for allowing Kergan to transfer the license contrary to its terms.

82.

SONIC INDUSTRIES, INC. is liable to each of your plaintiffs for its failure to adequately investigate once the complaint was received.

83.

SONIC INDUSTRIES, INC. and/or Kergan and/or Kergan Baton Rouge Sonics controlled and owned companies and enterprises, is/are liable to each of your plaintiffs for designing and implementing a policy encouraging or directing its/their franchisees to hire young, attractive females

to serve as Car Hop/Waitresses and to manage those employees with young, ill trained and ill prepared male managers, which policy fosters sexual harassment of female employees.

## VI.

### DAMAGES

84.

As a result of the actions/inactions of the defendants, each of them are solidarily liable to each of your plaintiffs in the following particulars:

- a. To **JULIA COOK** for her lost wages; loss of future earnings and earning capacity; past, present and future medical expenses; past, present and future benefits; loss of enjoyment of life; mental anguish; disability; mental and physical pain and suffering, anguish and anxiety; defamation of character; embarrassment and humiliation; and other damages which will be proven at the trial of these proceedings, in such amounts deemed reasonable, including compensatory damages, punitive damages, attorney's fees and costs;
- b. To **CELIDA MCDANIEL** for her lost wages; loss of future earnings and earning capacity; past, present and future medical expenses; past, present and future benefits; loss of enjoyment of life; mental anguish; disability; mental and physical pain and suffering, anguish and anxiety; defamation of character; embarrassment and humiliation; and other damages which will be proven at the trial of these proceedings, in such amounts deemed reasonable, including compensatory damages, punitive damages, attorney's fees and costs;
- c. To **SARAH MCDANIEL** for her lost wages; loss of future earnings and earning capacity; past, present and future medical expenses; past, present and future benefits; loss of enjoyment of life; mental anguish; disability; mental and physical pain and suffering, anguish and anxiety; defamation of character; embarrassment and humiliation; and other damages which will be

proven at the trial of these proceedings, in such amounts deemed reasonable, including compensatory damages, punitive damages, attorney's fees and costs;

- d. To **TIFFANY ATKINSON** for lost wages; loss of past, present and future earnings and earning capacity; past, present and future medical expenses; cost of pregnancy; cost of raising the minor child; past, present and future benefits; loss of enjoyment of life; mental anguish; disability; mental and physical pain and suffering, anguish and anxiety; defamation of character; embarrassment and humiliation; deprivation of a normal childhood uncomplicated by an unwanted pregnancy; and other damages which will be proven at the trial of these proceedings, in such amounts deemed reasonable, including compensatory damages, punitive damages, attorney's fees and costs;
- e. To **JAIME THERIOT CEDATOL** for her lost wages; loss of future earnings and earning capacity; past, present and future medical expenses; past, present and future benefits; loss of enjoyment of life; mental anguish; disability; mental and physical pain and suffering, anguish and anxiety; defamation of character; embarrassment and humiliation; and other damages which will be proven at the trial of these proceedings, in such amounts deemed reasonable, including compensatory damages, punitive damages, attorney's fees and costs;
- f. To **MARK ATKINSON**, Individually, for reimbursement of all expenses incurred on behalf of Tiffany Atkinson, including but not limited to expenses for medical and psychological treatment and counseling for Tiffany Atkinson; medical treatment and care associated with Tiffany Atkinson's pregnancy; costs of paternity testing; cost of maternity care and the birth of Tiffany Atkinson's child and reimbursement of educational expenses for Tiffany Atkinson;
- g. To **CHARLES THERIOT**, Individually, for reimbursement of all expenses incurred on behalf of Jaime Theriot, including but not limited to expenses for medical and psychological



- treatment and counseling for Jaime Theriot;
- h. To **RICHARD MCDANIEL**, Individually, for reimbursement of all expenses incurred on behalf of Sarah McDaniel incurred by him on her behalf when she was a minor, including but not limited to expenses for medical and psychological treatment and counseling for Sarah McDaniel and for loss of consortium;
  - i. To **MARK ATKINSON**, Individually, for loss of consortium, his own emotional distress and expenses for his own treatment/counseling;
  - j. To **CHARLES THERIOT**, Individually, for loss of consortium;
  - k. To **WENDY ATKINSON**, Individually, for loss of consortium;
  - l. To **LISA THERIOT**, Individually, for loss of consortium.;
  - m. To **CELIDA MCDANIEL**, individually, for loss of consortium;
  - n. To **CHARLES J. COOK, SR.**, individually, for loss of consortium.

## VII.

### PRAYER

**WHEREFORE**, Intervenor pray that a certified copy of this Supplemental and Amending Petition of Intervenor, together with citation to appear herein and answer same, be served upon the defendants, and after all legal delays and due proceedings are had, that judgment be rendered in favor of each plaintiff/Intervenor against Sonic Industries, Inc., O.O.C., L.L.C., SDI of B.R. Hooper Road, L.L.C., Real Estate Partners of Hooper Road, L.L.C., Theodore W. Kergan, Ann Crosby Kergan, Charles “Chuck” Tomajko, SDI of B.R. Airline, L.L.C., Real Estate Partners of Airline, L.L.C., SDI of B.R. Perkins Road, L.L.C., Real Estate Partners of Perkins Road, L.L.C., SDI of B.R. O’Neal Lane, L.L.C., Real Estate Partners of O’Neal Lane, L.L.C., Daniel Naquin and Wesley Bridges, in solido, for all such damages, including punitive damages, as are reasonable in the premises, together with

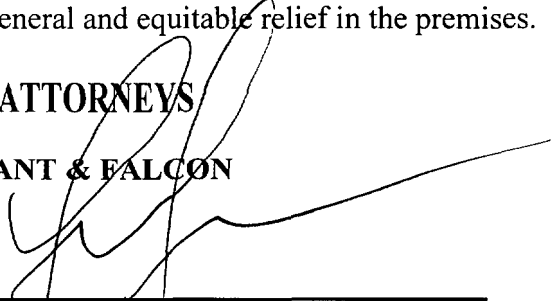
legal interest thereon from the date of judicial demand, until paid.

Plaintiffs/Intervenors further pray that they be awarded reasonable attorney's fees and reimbursement of all costs, including expert witness fees.

Plaintiffs/Intervenors further pray for a trial by jury.

Plaintiffs/Intervenors further pray for all general and equitable relief in the premises.

**BY ATTORNEYS**  
**AVANT & FALCON**



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