

1 Patricia Nazario
12951 Romont Street
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3 Tel: 213.247.7390

4 Plaintiff in propria persona

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

6 **COUNTY OF LOS ANGELES**

7 **UNLIMITED JURISDICTION**

9 PATRICIA NAZARIO,
10

11 Plaintiff,

12 vs.

13 GREGORY ANDREW YATES, KEREN
14 HAVA BAVILSKI, GREGORY A. YATES, A
PROFESSIONAL CORPORATION dba Law
Office of Gregory A. Yates, a California
corporation, Paul Howard Ingels (formerly Doe
15 1), Paul Ingels & Associates, Inc., a California
Corporation (formerly Doe 2) and DOES 3 to
16 25, inclusive,

17 Defendants.

Case No.: BC 476321

SECOND AMENDED COMPLAINT

1. **Rescission under Sections 1689(b), 1691, 1692, and 1693 Civil Code;**
2. **Legal Malpractice;**
3. **Breach of Contract**
4. **Negligent Assignment & Supervision**
5. **Constructive Fraud**
6. **Conversion and Accounting**
7. **Breach of Fiduciary Duty**
8. **R.I.C.O. - 18 USC 1964**

18 **PLAINTIFF ALLEGES AS FOLLOWS:**

19
20 1. Plaintiff Patricia Nazario (hereinafter "Plaintiff"), is
21 a resident of the County of Los Angeles and of the State of
22 California.

23
24 2. Defendant Gregory Andrew Yates (hereinafter "Yates") is a
25 resident of the County of Los Angeles and of the State of
26 California who is licensed as an attorney by the California
27 State Bar under license number 63259.
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1 3. Defendant Keren Hava Bavilski (hereinafter "Bavilski") is
2 upon the information and belief of Plaintiff a resident of the
3 County of Los Angeles and of the State of California.

4 Bavilski is an attorney licensed to practice by the California
5 State Bar Association, license number 201699. At all times
6 relevant herein, Plaintiff is informed and believes and
7 thereon alleges that Bavilski was an employed as an attorney
8 by Defendant Corporation.

9 4. Defendant Gregory A. Yates, a Professional Corporation
10 dba Law Office of Gregory A. Yates (hereinafter "Corporation")
11 is upon the information and belief of Plaintiff, a California
12 corporation in good standing headquartered within the County
13 of Los Angeles and the State of California.

14 5. Defendant Paul Howard Ingels (hereinafter "Ingels") is a
15 resident of the County of San Bernardino and the State of
16 California. At all times relevant herein, Ingels was and is a
17 licensed Private Investigator in the State of California and
18 qualified manager of Paul Ingels & Associates, Inc., License
19 #24315 issued by the California Bureau of Security &
20 Investigative Services. Said Defendant was formerly designated
21 as Doe 1.

22 6. Defendant Paul Ingels & Associates, Inc. (hereinafter
23 "Associates"), Private Investigator License #24315 issued by
24 the California Bureau of Security & Investigative Services, is
25 a California Corporation headquartered in the County of San
26 Bernardino and the State of California. Said Defendant was
27 formerly designated as Doe 2.

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1 7. Defendants Does 3-25, inclusive, are any individuals
2 and/or entities whose true full names and capacities are
3 unknown to Plaintiff or not fully known to Plaintiff, who
4 elects to sue them by the fictitious name of Doe until such
5 time as she can amend this pleading under the provisions of
6 Section 474 of the California Code of Civil Procedure.

7 8. At all times relevant herein, Defendants Yates and
8 Corporation are and were alter egos and Defendants Ingels and
9 Associates are and were alter egos.

10 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

11 **Time line of Discovery of Facts Constituting Professional**
12 **Negligence**

13 **Discovery of Fraud, Embezzlement & Conversion**

14 **In Connection with Payment to Paul Ingels**

15 9. On or about December 8 and December 20, 2010, Defendant
16 Yates caused to be sent to Plaintiff an itemization of the
17 purported disbursement of funds received from judgment for the
18 Plaintiff in the underlying case, Los Angeles Superior Court
19 Case No. BC 377597. Included in that itemization was a
20 notation of a purported payment for investigative services to
21 Defendant Ingels for which Defendant Paul Ingels & Associates,
22 Inc. had claimed to have billed for 5.4 hours of work at
23 \$125.00 per hour, 94 miles @ 75¢ per mile, and nothing for
24 expenses. At the time, Plaintiff had no reason to suspect
25 that Defendant Ingels might never have actually performed any
26 investigative services, but also had no knowledge of what
27 services Ingels had purportedly performed on her behalf.

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1 10. On or about January 10, 2011, Plaintiff finally received
2 the files and evidence of the underlying case which she had
3 been requesting from Defendant Yates starting on or about
4 July 7, 2010.

5 11. The files received from Defendant Yates by Plaintiff
6 consisted of seven (7) standard filing boxes that were
7 generally unorganized and in disarray. Plaintiff
8 painstakingly searched through the materials from the
9 underlying case and discovered (a) no evidence that Defendants
10 Yates, Bavilski, or anybody working at their behest had ever
11 requested any services from Defendant Ingels, (b) no invoice
12 for services from Defendant Ingels, and (c) no investigative
13 work product from Defendant Ingels or anything else-- period
14 associated with him, or any purported investigation.

15 12. On or about March 5, 2012, Plaintiff wrote to Ingels,
16 after receiving her files and after ascertaining that there
17 was no work product or other justification for what Defendant
18 Yates had charged to her trust funds for Ingels' purported
19 services. Defendant Ingels failed to respond to Plaintiff's
20 inquiry until May 1, 2012, just a few days before a demurrer
21 was scheduled to be heard in the matter herein, and asserted
22 that he'd never worked on Plaintiff's underlying case and that
23 he did not even know her name.

24 13. The day before the hearing set in the matter herein on a
25 Demurrer made on behalf of Defendant Yates et al and following
26 the filing of Plaintiff's First Amended Complaint which
27 asserted that [Paragraph 14(b) FAC]: "Fabricated investigative
28 costs purportedly paid to Private Investigator Paul Ingels in

1 the amount of \$745.50 on or about April 25, 2008."

2 12. Defendant Ingels sent another letter belatedly claiming
3 that he had in fact worked on Plaintiff's case and stating
4 that he believed that his files on the matter were in storage.

5 13. After waiting a reasonable time for Defendant Ingels to
6 retrieve his files and case work product, Plaintiff again
7 wrote Defendant Ingels on or about June 7, 2012 asking him for
8 his files. At all times relevant herein, Plaintiff was
9 legally entitled to these files as attorney work product under
10 State Bar Ethics Opinion 1992-127 and pursuant to Section 624,
11 Title 16, Division 7, Article 4 of the California Code of
12 Regulations.

13 14. Defendant Ingels has made no response whatsoever to
14 Plaintiffs June 7, 2012 letter demanding her files (if any do
15 indeed exist).

16 **Discovery of Yates' Los Angeles Police Department**

17 **Disciplinary Proceedings Against Officer Jesse Reyes**

18 15. On or about January 27, 2012 Plaintiff learned by
19 independent research that an appellate court decision had
20 overturned disciplinary proceedings against Officer Jesse
21 Reyes, specifically directed by the Los Angeles Police
22 Department Internal Affairs Division, and dismissed his
23 physical attack on Plaintiff. At that time, Plaintiff learned
24 --for the first time-- that the disciplinary action had been
25 favorably terminated as to Reyes in large part because
26 Plaintiff had not known that the Internal Affairs Division had
27 been unable to interview her, and that her lack of

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1 participation in their initial investigation eliminated her as
2 a witness against Reyes at all future stages of his
3 disciplinary process.

4 16. Even prior to hiring Defendant Yates, Plaintiff had made
5 it known to attorneys from the American Civil Liberties Union
6 that she wanted to cooperate with the Los Angeles Police
7 Department internal investigation and ACLU attorneys wrote
8 LAPD Internal Affairs advising of that fact. Plaintiff is
9 informed and believes and thereon alleges that the ACLU
10 communicated this fact to the Los Angeles Police Department.

11 **(Exhibit 1)** When Defendant Yates was hired, Plaintiff made
12 it unambiguously clear to him that she wanted to cooperate
13 with the LAPD investigation to insure that disciplinary action
14 would be taken against the officer who attacked her, who was
15 later identified as Officer Jesse Reyes of the Metropolitan
16 Division of the Los Angeles Police Department.

17 17. On or about June 7, 2012 Plaintiff wrote to the Los
18 Angeles Police Department in an attempt to ascertain why she
19 had never been interviewed by the Internal Affairs Division
20 and was not notified to testify at Officer Reyes' Board of
21 Rights hearing. Plaintiff learned that Mario Noriega, a media
22 cameraman who had also been battered by Officer Reyes had been
23 interviewed by Internal Affairs and subsequently testified at
24 Reyes' Board of Rights hearing. Consequently, disciplinary
25 charges against Reyes for his attack on Noriega were upheld.

26 18. On or about July 17, 2012 Plaintiff spoke telephonically
27 with Sgt. Brad Wise of the LAPD Risk Management Division who
28 told Plaintiff that the six-week delay to respond to her

1 letter was due to the labor involved in attempting to retrieve
2 their 2007 MayDay Melee files from archives to research her
3 inquiry into the Officer Jesse Reyes matter. Sgt. Wise, only
4 a few days prior, had located a letter in the file which
5 documented the Internal Affairs Division's attempts to contact
6 her through her attorney, Defendant Yates.

7 19. On or about July 19, 2012, Plaintiff initiated a subpoena
8 duces tecum to the Los Angeles Police Department which
9 resulted in production of Exhibit 2 on or about August 10,
10 2012. Exhibit 2 demonstrates that the Los Angeles Police
11 Department documented on August 15, 2007 its diligent and
12 repeated attempts to contact Plaintiff and other clients of
13 Defendant Yates in connection with its investigation of the
14 underlying case incident. At all times relevant herein,
15 Defendant Yates concealed from Plaintiff (and upon the
16 information and belief of Plaintiff, from another client who
17 had adamantly and repeatedly insisted to Yates that he also
18 wanted to seek disciplinary action against the LAPD officer
19 who shot him and wanted to cooperate with the Los Angeles
20 Police Department) each and every attempt by the LAPD Internal
21 Affairs Division to interview Plaintiff.

22 20. Plaintiff could not have possibly known that Defendants had
23 concealed these facts from Plaintiff because neither Exhibit 2
24 nor any other notes, memoranda, or any documentation whatsoever
25 were contained in the files and evidence that she received from
26 Defendant Yates.

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1 21. By failing to notify Plaintiff of the LAPD's attempts to
2 contact and interview Plaintiff, Defendants violated the
3 California State Bar Association Rules of Professional Conduct
4 (RPC), Rule 3-500.

5 22. By failing, from July 2010 until January 2011 to return
6 Plaintiff's client papers and property including, but not
7 limited to correspondence, pleadings, deposition transcripts,
8 exhibits, physical evidence, expert's reports, and other items
9 reasonably necessary to the representation of Plaintiff,
10 Defendants intentionally violated RPC 3-700(D) and State Bar
11 Ethics Opinion 1992-127 in an effort to excise from the files;
12 conceal evidence of their malfeasance and negligence; and
13 reduce the amount of time Plaintiff would have to execute
14 meaningful discovery and file a timely malpractice civil
15 complaint.

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1 23. By failing to notify Plaintiff (and at least one other
2 client) of the LAPD's efforts to contact and interview them,
3 the Defendants further harmed Plaintiff's interests by
4 allowing Officer Jesse Reyes to escape disciplinary action, by
5 enabling the publication on the internet the California Court
6 of Appeals decision in Reyes' case which disparages
7 Plaintiff's reputation by casting her conduct in a false
8 light, discredits her educational level, and denigrates her
9 ability to speak grammatically-correct English. Because this
10 is a privileged document under Section 47 of the California
11 Civil Code, any civil action for defamation of character
12 against Officer Reyes is impossible. Therefore, Plaintiff
13 must suffer all negative social and professional consequences
14 of said defamation. **(EXHIBIT 16)**

15 24. Defendants' negligence further enabled Reyes to perjure
16 himself with impunity both in deposition and trial in the
17 underlying action and squandered a potential incentive for
18 Reyes and the City of Los Angeles to want to settle the
19 underlying civil action against him on terms more favorable to
20 the Plaintiff.

21 25. Defendant's other client says that justice was not served
22 in his case either, because said client was unable to
23 participate in the identification process of the officer who
24 shot him, and who was never identified, nor disciplined.

25 **Time Line of Plaintiff's Attempts to Obtain her**
26 **Client Files and Evidence**

27 26. On or about Wed, Jul 7, 2010 at 6:29 PM Plaintiff emailed
28 Defendant Yates and indicated to him "I know you're busy on

1 another trial, so I'll make it quick. I'd like to request my
2 case file from your office. I'm planning to write about the
3 experience in one form or another and having these archives
4 will come in handy. There are some things I already have that
5 don't need to be duplicated:

6 *Reyes deposition

7 *Vuong deposition

8 *Nazario deposition

9 *Ex 504 color photos

10 *The Exhibit of the items that were inside my backpack
11 (digital recorder, microphone, etc.)

12 I'd like to have everything else, including the jury
13 instructions. I also need that NAHJ DVD (the panel discussion
14 with Bratton).

15 What about Reyes' videotaped depo? Is that considered public
16 domain and usable outside of the courtroom setting? If so,
17 can I borrow it long enough to make a duplicate? I'd may as
18 well dub Dr. Tomaszewski's as well. Would you also please
19 share any info you have on the jurors? I know you said you're
20 going to follow up with Daisey Flores and Mr. Walker. Please
21 give me their cell phone numbers as well."

22 Please let me know when I can pick these things up, as well as
23 leave you Carol Sobel's external hard drive." **(EXHIBIT 3)**

24 27. On or about the evening of July 7, 2010, Defendant Yates
25 responded by email that he was in another trial and that he
26 would get a service to make copies. He also said that, "I am
27 also trying to contact some of the jurors to see if the judge
28 will add to your award. That is already in process. I will

1 keep you posted.” **(EXHIBIT 3)**

2 28. A couple of weeks later, Plaintiff updated her request by
3 email on Fri, Jul 23, 2010 at 4:14 PM, stating: “Hi Greg,
4 Thanks for the note. I can be patient for the bulk of my
5 request, but I do hope to get the following things in the
6 immediate future:

- 7 1) the NAHJ DVD
- 8 2) jury instructions
- 9 3) contact info for Daisy Flores and Mr. Walker

10 Please let me know at your earliest convenience when you can
11 mail them out.” **(EXHIBIT 3)**

12 29. Defendant Yates response on or about July 24, the next day,
13 included: Sat, Jul 24, 2010 at 11:24 AM “I can get you both
14 items 1) and 2) by early next week. I will get you the NAHJ DVD
15 and a copy of the jury instructions...” **(EXHIBIT 3)**

16 30. Four-and-a-half months passed while Plaintiff heard
17 nothing from Defendants at all. Plaintiff re-initiated email
18 contact with him in early December 2010 to inquire about
19 pending post-trial motions. In January 2011, Plaintiff
20 requested her files, again, for the second time. Six months
21 had passed since Plaintiff's first request. In that January
22 email, Plaintiff insisted that she wanted to pick it up in one
23 week and attached a formal letter: Email example:
24 Mon, Jan 3, 2011 at 8:25 AM “As you may recall, on July 7,
25 2010, I requested my case file from your office, in your email
26 response that same evening, you asked me to be patient because
27 you were on trial and that you would get a service to do it.

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1 That was about six months ago. As you know, California State Bar
2 Ethics Opinion 475 and 330 (November 30, 1972) obliges civil
3 attorneys to release archives to clients. That same opinion
4 allows a five-year window to resolve the issue in civil matters.
5 I've patiently waited seven months. I'm willing to wait one more
6 week for your office to deliver my entire file to me. Please
7 advise when/where I can pick it up." **(EXHIBIT 4)**

8 31. Mon, Jan 3, 2011 at 11:49 AM (From Defendant Yates) "Since
9 I have heard nothing from you since my last email to you of July
10 24, I will deem your letter of today as your request that I copy
11 the file and release it to you." **(EXHIBIT 4)**

12 32. Defendant Yates alluded to covering the expense of
13 copying certain elements in my file unless, "...you need more
14 than the above, in which case you will have to bear the
15 expense."

16 33. Plaintiff responded by citing State Bar Ethics Opinion
17 1992-127, Footnote Number 3. Plaintiff reminded Defendant
18 Yates that Plaintiff was requesting the originals, not
19 copies, and that there was no clause in the contract providing
20 that he could recoup the costs of copying these files for his
21 own purposes and that if he wished to do so, it would be at
22 his own expense.

23 34. Defendant Yates finally consented to Plaintiff's request on
24 January 5, 2011. Plaintiff picked up the original case file
25 on January 10, 2011. **(EXHIBIT 5)**

26 35. Defendant Yates' overt acts to complicate the process of
27 Plaintiff retrieving her files were unwarranted and
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1 intentionally designed to delay while those files were
2 sanitized of evidence, such as the LAPD Internal Affairs
3 heretofore discussed, of his malfeasance, and negligence.
4 Defendant Yates intentionally tried to make Plaintiff pay for
5 the voluminous archives, ignoring the well-established State
6 Bar Ethics Opinion, 1992-127 that Plaintiff later cited.
7 Defendant Yates promised to "...keep me posted," about pending
8 judgments on post-trial motions in exchanged emails in July
9 2010 as an intentional "lulling tactic" to conceal the
10 Defendants' malfeasance and negligence. Failing to do that,
11 Yates then asserted that he was going to advance the time
12 stamp of Plaintiff's initial request, because he hadn't heard
13 from me since July.

14 **Defendants' Concealment of Failure to**

15 **Investigate Officer Jesse Reyes' Background**

16 36. On or about Sun, May 16, 2010 at 9:48 PM Plaintiff emailed
17 to Defendant Yates information she had received from a private
18 investigator friend who she had asked to find information about
19 Officer Jesse Reyes: "It's urgent that we talk about
20 investigating Reyes. In a basic preliminary search, his name
21 came up in 2 different criminal cases Sheriff Pitchess motions.
22 I have case names. Allegations range from lying and dishonesty
23 to false arrest and fabricating probable cause. It looks like we
24 have a dirty cop here... I want you to send me section 2 of his
25 Form Interrogatories. I will pass it on to my investigator
26 friend. We have two weeks to come up with witnesses would could
27 impeach his credibility in rebuttal." **(EXHIBIT 6)**

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1 37. On or about Sun, May 16, 2010 at 10:31 PM Plaintiff again
2 e-mailed Defendant Yates, stating, "Both criminal cases are
3 unpublished opinions of the CA Court of Appeals and came up
4 under a simple search. Case one from January, 2010 names
5 Jesse Reyes and his partner, Scott Coffey:
6 People vs. Jiaro Hernandez case# B211197
7 LA Superior Court TA094405 (Compton area?)
8 *The Pitchess motion include allegations of dishonestly, false
9 arrest, fabricating probable cause and similar acts, false
10 reports and planting evidence.
11 *Notice the date. If the DA didn't disclose our lawsuit
12 against Reyes to Hernandez's attorney, this could be Brady
13 material.
14 Case two from January, 2004 names Reyes and an officer
15 Roblato(?)
16 People vs. Sylvester Laverette
17 Judge Lance Ido
18 Unpublished decision from 2/2/2006
19 *The Pitchess motion here include false identity and false
20 statements.
21 *The disclosed info included 8 different complaints." **(EXHIBIT**
22 **7)**
23 38. In a telephonic conversation, Defendant Yates told
24 Plaintiff that he already knew about these two cases.
25 Defendant Yates then wrote Plaintiff two days later and
26 avoided responding to the issues that Plaintiff raised about
27 the Pitchess motions. Instead, he directed Plaintiff's
28 attention to her trial testimony and asked Plaintiff to help

1 craft an opening statement.

2 39. At no time did Plaintiff have any reason to suspect that
3 Defendant Yates might have, at that time, lied to her about
4 his knowledge of Reyes' background. By his claiming to
5 already know about the Pitchess motions and non-responsive
6 posture in subsequent emails, Defendant Yates also lead
7 Plaintiff to believe that he had, in fact, conducted discovery
8 by serving Officer Reyes with Form Interrogatories. No such
9 discovery was discovered in Plaintiff's case file.

10 40. Only upon receipt and review of Plaintiff's files, and
11 other writings as defined in Evidence Code Section 250
12 following January 10, 2012, did Plaintiff learn that there was
13 nothing in the files indicating any knowledge -whatsoever- or
14 any research, or investigative work-product concerning the
15 aforementioned prior disciplinary acts of Officer Jesse Reyes.
16 Plaintiff was also unable to locate, in any of the files, any
17 evidence that Defendants had ever propounded any
18 interrogatories or requests for admissions on Jesse Reyes
19 and/or the City of Los Angeles.

20 **Evidence and Information Removed from Plaintiff's Files**

21 41. Only after January 10, 2012 and continuing thereafter did
22 Plaintiff learn that the following evidence and information
23 had either been removed from Plaintiff's files by the
24 Defendants or had been represented to exist by the Defendants
25 but did not exist: (a) any and all evidence that the Los
26 Angeles Police Department Internal Affairs Division had
27 contacted Defendants in an attempt to secure the cooperation
28 of Plaintiff for the its investigation of Officer Jesse Reyes;

1 (b) any and all evidence of the participation of Private
2 Investigator Ken Shigut, California Private Investigator
3 License #140841, (c) any and all evidence of the purported
4 participation of Private Investigator Paul Ingels in the case;
5 (d) any and all evidence that interrogatories and/or requests
6 for admission were ever propounded in the underlying case by
7 the Defendants; (e) any evidence with the exception of a
8 single copy of the "Shield Law" itself indicating that
9 Defendants had reviewed any case law in connection with
10 controversies and motions about the application of the
11 journalists' shield laws; (f) no evidence of Plaintiff's lost
12 wages; (g) Plaintiff's live radio reports from Plaintiff's on-
13 air reporting on May 1, 2007 at MacArthur Park; (h) the
14 handwritten notes of Plaintiff's supervisor that she had taken
15 while on the telephone with Plaintiff at the time of her being
16 physically attacked by Officer Jesse Reyes; (i) no records of
17 any multi-media (i.e. an audio/video forensic expert)
18 examination of the audio/video evidence.

19 **FIRST CAUSE OF ACTION**

20 **FOR RESCISSION**

21 **AGAINST DEFENDANT YATES, CORPORATION AND DOES 3-8, INCLUSIVE**

22 42. Within the First Cause of Action for Rescission,
23 Plaintiff reincorporated and re-alleges as though fully set
24 forth herein each and every allegation contained within the
25 preceding paragraphs 1-41, inclusive.

26 On or about June 22, 2007, Plaintiff entered into a contract for
27 legal representation with the Defendants which was pre-dated by
28 Defendants to the year 2005, for reasons unknown to Plaintiff

1 and which Plaintiff did not become cognizant of until the
2 drafting of the initial Complaint. The contract is attached
3 hereto as **(EXHIBIT 8)** and incorporated herein by reference.

4 43. Prior to entering into the above-mentioned contractual
5 agreement, Defendant Yates made representations about his
6 competence, experience, results of his services, his
7 intentions on how he would conduct the investigation and
8 litigation of Plaintiff's case and abilities which he knew to
9 be untrue or which he had no reasonable basis for believing to
10 be true, in order to induce Plaintiff to enter into the
11 agreement. Plaintiff is informed and believes and thereon
12 alleges that the reasons (which Plaintiff did not discover
13 until on or about November 2011 through January 2012) why
14 Defendant Yates knew his representations to be untrue include,
15 but are not limited to: (a) in 1986, California Bar
16 Association Case No. 840218 LA, Defendant Yates took advances
17 of \$2,500.00 from a client and failed to maintain the money
18 in a segregated trust account, no individual ledger, and no
19 accounting procedure to segregate the funds received, negotiated
20 and received a settlement of \$4,500, failed to deposit the funds
21 into a trust account, and wrote a check made payable to cash in
22 the amount of \$10,390.00 without any adequate accounting of the
23 nature of the expenses or their relation to his client; Yates
24 also in this matter settled some clients cases in order to
25 provide a purported "war chest" for the remainder of the
26 prosecution of the case and then converted the entire sum to
27 himself purportedly to cover costs and fees leaving no recovery
28 for his client;

1 (b) in 1988, California Bar Association Case No. 87-0-28 LA,
2 Defendant Yates settled a case and paid a client with a check
3 with insufficient funds which was \$500 more than the amount she
4 was to receive;

5 (c) in Los Angeles Superior Court Case No. BC 139521 Famco FCU
6 vs Louis G. Harbottle et al exposed the fact that Defendant
7 Yates supervised his law practice so ineptly that his bookkeeper
8 managed to embezzle \$11,547.62 over the course of nearly two
9 years;

10 (d) in 2000, Los Angeles Superior Court Case No. SC 064055,
11 Taschner vs Yates et al, it was alleged that Defendant Yates
12 surreptitiously settled the "Rampart Division" litigation
13 against the City of Los Angeles for an excess of \$10,000,000 and
14 then failed and refused to pay co-counsel Taschner for his share
15 of the settlement as agreed to (e.g. approximately \$900,000);

16 (e) in 2008, Los Angeles Superior Court Case No. LC 081111,
17 Vensel vs Yates et al, Plaintiff Vensel alleged that Defendant
18 Yates committed legal malpractice and Yates settled the matter
19 for a payment of \$100,000 and was required to pay the cost of
20 the mediator under the settlement while he was representing
21 Plaintiff and failed to apprise Plaintiff of this ongoing matter
22 and/or that the behavior that led to this suit was the same
23 and/or similar behavior that he was engaging in with his
24 representation of Plaintiff;

25 (f) in 2001, Los Angeles Superior Court Case No. BS 069034,
26 Moreno et al vs Law Office of Gregory A. Yates, the Plaintiffs,
27 attorneys, petitioned to compel binding arbitration against
28 Yates over an attorney fee lien dispute;

1 (g) in 2002, Los Angeles Superior Court Case No. SC 071272,
2 Ackerberg vs Grace Cherry et al, Defendants Yates was sued for
3 malicious prosecution; and

4 (h) in 1991, Los Angeles Superior Court Case No. BC 044652,
5 Rubin vs Yates, the Plaintiff sued Yates for assault and battery
6 and related injuries, contending that in essence, following a
7 traffic accident that Defendant Yates exercised little or no
8 impulse control and screamed at Rubin using a homophobic epithet
9 ("fucking faggot") and physically hit Rubin about his head while
10 Rubin was seated inside his car.

11 45. At all times relevant herein, had Plaintiff known of the
12 facts enumerated in paragraph 44, Plaintiff would never have
13 entered into a contractual relationship with Defendants for
14 legal services or for any services whatsoever.

15 46. The underlying litigation for which Plaintiff hired the
16 Defendants involved her having been physically attacked by a Los
17 Angeles Police Officer at MacArthur Park in Los Angeles on May
18 1, 2007 while working as a reporter for KPCC (Southern
19 California Public Radio). It was a well publicized incident.

20 47. At all times relevant herein and especially at the time she
21 entered into the aforementioned agreement, Plaintiff was
22 suffering from neurological injuries and trauma to her brain as
23 a proximate result of the underlying subject matter of her need
24 for legal representation and these facts were known to Defendant
25 Yates, who in addition to fraudulently misrepresenting his
26 qualifications to handle the litigation, also used undue
27 influence over Plaintiff, taking advantage of her impairment.
28 Plaintiff's disabilities continue to this day, including but not

1 limited to migraine headaches, sudden dizziness, word finding
2 problems, continuing loss of short term memory [See Exhibit 9].

3 48. Plaintiff is informed (only learning these facts on or
4 about May 1, 2012) and believes and thereon alleges that
5 Defendants either:

6 (a) Withheld all writings as defined in Evidence Code Section
7 250 concerning investigative assignments, results of
8 investigation, invoice for investigation and investigative work
9 product directed to and obtained from Private Investigator Paul
10 Ingels to which Plaintiff is entitled to receive from the
11 Defendants pursuant to State Bar Ethics Opinion 1992-127 or;

12 (b) Fabricated investigative costs purportedly paid to Private
13 Investigator Paul Ingels in the amount of \$745.50 on or about
14 April 25, 2008.

15 49. On or about May 9, 2010, Defendant Yates told Plaintiff
16 that out of sympathy for a client(turned friend) he came to
17 MacArthur Park with, who Yates indicated had been framed in the
18 "Ramparts" scandal of the LAPD and spent time in prison, that
19 Yates had arranged for two (2) of the client's children to file
20 false claims that they had been in MacArthur Park on May 1, 2007
21 and that they were beaten by the LAPD so that they could recover
22 fraudulent settlements from the City of Los Angeles in a class
23 action lawsuit. At all times relevant herein, Defendant Yates
24 knew or should have known that these interests were adverse or
25 potentially adverse to the interests of Plaintiff pursuant to
26 RPC 3-300 and 3-310. Defendants' representation of Plaintiff
27 and the children of Defendant Yates other client/friend
28 simultaneously was at all times relevant herein grounds for

1 their mandatory withdrawal from representation pursuant to RPC
2 3-700(B)(2) because such representation was inherently in
3 conflict with RPC 3-300 and 3-310.

4 50. Clause VIII of the aforementioned agreement **(EXHIBIT 8)**
5 does not prohibit Plaintiff from initiating an action for
6 Rescission of the agreement itself, wherein Plaintiff elects to
7 sue for revision of Clause VIII in and of itself as having been
8 entered into by fraud and/or undue influence as defined in
9 Section 1689 of the California Civil Code.

10 **SECOND CAUSE OF ACTION**

11 **LEGAL MALPRACTICE**

12 **AGAINST ALL DEFENDANTS**

13 51. Within the Second Cause of Action for Legal Malpractice,
14 Plaintiff reincorporates and re-alleges as though fully set
15 forth herein each and every allegation contained within the
16 preceding paragraphs 1-50, inclusive.

17 52. On or about June 22, 2007, Plaintiff and Defendants Yates
18 and Corporation entered into the agreement attached hereto as
19 **(EXHIBIT 8)**, by which and pursuant to Defendants agreed to and
20 were legally obligated to perform legal services skillfully,
21 prudently, diligently for her, and at least according to the
22 standard of care required of other such professionals in the
23 community. Said Defendants represented Plaintiff at her June
24 2010 trial (Los Angeles Superior Court Case No. BC 377597), in
25 which the court awarded the defendant (City of L.A.) costs in
26 the amount of \$9,302.00 and Defendant Yates converted the entire
27 remaining \$30,141.00 for his costs and fees, leaving no recovery
28 for Plaintiff.

1 53. Plaintiff is informed and believes and thereon alleges that
2 each of said Defendants continued to perform such services for
3 and on her behalf until at least October 29, 2010.

4 54. At no time did Defendant Yates inform Plaintiff that he was
5 litigating a Motion to Tax Costs on her behalf or the outcome of
6 that Motion on October 29, 2010, and in spite of her repeated
7 requests starting July 2010 (shortly after trial) to receive the
8 files and evidence from her underlying litigation (Los Angeles
9 Superior Court Case No. BC 377597), Plaintiff did not receive
10 them until January 10, 2011.

11 55. Only after receiving her files and records on or about
12 January 10, 2011 (with the exception of writings as defined in
13 Evidence Code Section 250 that have been withheld from Plaintiff
14 by Defendants as set forth in Paragraphs 35-40 inclusive) from
15 Defendants did Plaintiff discover many of the facts of
16 Defendants' negligence in handling her case and only thereafter,
17 through independent investigation and research did Plaintiff
18 learn of the Defendants' patterns and practices as set forth in
19 paragraph 43, above. Plaintiff's probing and examination into
20 these matters was impeded by the withholding of documents and/or
21 evidence which Defendants claimed to be subject to a protective
22 order and by the fact that Defendants delivered Plaintiff's
23 files in no organized, sorted, or chronological order
24 whatsoever.

25 56. At all times relevant herein Defendants, and each of them,
26 held themselves out to Plaintiff as having specialized
27 knowledge, skill, experience and expertise in civil law, the
28 litigation of police misconduct, civil rights cases involving

1 use of force and corruption, related health care injury law, and
2 other professional aptitude, insight, competence and
3 proficiency, and agreed to utilize such knowledge, skill,
4 experience and expertise in performing services for the
5 Plaintiff. Plaintiff did not learn the facts concerning
6 Defendants' ineptitude concerning related health care injury law
7 and other aspects of civil litigation until on or about November
8 2011-January 2012.

9 57. Plaintiff relied upon, and followed, the advice rendered to
10 her by Defendants, and each of them, so long as they, and each
11 of them, represented her, in consequence thereof, plaintiff
12 suffered the injuries and damages hereinafter alleged. Plaintiff
13 so acted only at the advice of each of said Defendants, and
14 would not have so acted without such advice.

15 58. As a direct and proximate result of said acts and conduct
16 of Defendants, and each of them, Plaintiff's case was not
17 adequately prepared for jury trial causing Plaintiff to suffer
18 substantial loss of her property rights, including, but not
19 limited to, her claims for Civil Rights violations, pain and
20 suffering, emotional distress, claims for future medical
21 treatment, recovery of medical expenses and lost wages, all to
22 her damage in a sum in excess of the minimum jurisdiction of
23 this Court.

24 59. The acts and omissions of the Defendants (which Plaintiff
25 learned of on or about November 2011-January 2012) and each of
26 them, which were the proximate causes of damage to her
27 interests, legal and otherwise, include but are not limited to:

28

1 (a) Failing to research case law concerning the objection by
2 Plaintiff's employer to a subpoena for the testimony of
3 Plaintiff's supervisor;

4 (b) Erroneously accepting the assertion of counsel for
5 Plaintiff's employer that the California "Shield Law"
6 encompassed in Section 1070 of the California Evidence Code and
7 Article I, Section 1 of the California Constitution was an
8 absolute "privilege" when in plainly established case law the
9 Shield Law has been ruled not to even constitute a "privilege;"

10 (c) Failing to oppose or object to the improper assertion of
11 the Shield Law by Plaintiff's employer and failing to assert
12 that Plaintiff's rights under Article I, Section 2(a) of the
13 California Constitution should take precedence over her
14 employer's purported rights under Article I, Section 2(b) of the
15 California Constitution;

16 (d) By Defendant Bavilski failing to even discuss the facts of
17 the case with Plaintiff when "researching" the application or
18 non-application of the Shield Law to the case;

19 (e) Failing to file a joinder in other Plaintiffs' Pitchess
20 Motion to seek release of defendant misconduct allegations
21 against the police officer who had assaulted and battered
22 Plaintiff;

23 (f) Selecting an "expert witness" who Defendant Yates knew, or
24 should have known, would be unable to qualify to testify about
25 his work product to insure its admissibility in court;

26 (g) Failing to employ an investigator to research the
27 background of Plaintiffs' assailant while representing to
28 Plaintiff that he already knew facts about that assailant which

1 Plaintiff told him about [which are nowhere reflected in the
2 case file documents as turned over to Plaintiff on January 10,
3 2011] which Plaintiff had learned about prior to trial from
4 another licensed investigator and failing to research the facts
5 concerning Plaintiff's assailant's own lawsuit against the City
6 of Los Angeles, the existence of which Plaintiff did not
7 discover until January 27, 2012;

8 (h) Failing to question Plaintiff's assailant in deposition
9 concerning his past incidents of misconduct involving his
10 credibility and honesty [which Plaintiff subsequently learned
11 about after the deposition from a licensed private investigator
12 who had not been employed by Defendants] or about the case of
13 Reyes vs Los Angeles;

14 (i) Failing to timely submit exhibits concerning Plaintiff's
15 damages causing them not to be admitted at trial causing
16 Plaintiff to be forced to attempt to memorize information
17 concerning her damages for direct testimony, knowing part of
18 Plaintiff's damages were in fact neurological impairment of her
19 ability to remember;

20 (j) Failing to plead violations of the Ralph Civil Rights Act
21 and Bane Civil Rights Act as separate causes of action in the
22 Complaint as separate remedies that are expressly available as
23 exclusive of all other remedies;

24 (k) Failing to properly plead damages to include minimum civil
25 penalties of \$25,000.00 each as to the Ralph and Bane civil
26 rights acts;

27 (l) Failing to plead violations of Plaintiff's rights under (I)
28 Article I, Sections 1, 2, 3, and 7 of the California

1 Constitution and (II) Sections 43 and 52.3 of the California
2 Civil Code;

3 (m) Failing to make other timely objections or any objections
4 to (I) adoption of the verdict form and jury instructions, (II)
5 the special verdict form, and (III) the nature and form of the
6 Special Jury Instruction regarding Cheryl Devall's invocation of
7 the purported "privilege" under Section 1070 of the California
8 Evidence Code, (IV) failing to object to the court's
9 characterization of the Shield Law as a "privilege" in the
10 court's ruling on or about August 31, 2010 on a motion for JNOV
11 (Judgment Notwithstanding Verdict);

12 (n) Failing to attempt to compromise expense claims according
13 to common custom and practice of civil plaintiffs' lawyers to
14 insure at least some portion of the judgment would actually be
15 remitted to Plaintiff.

16 (o) By Defendant Yates and Defendant Corporation negligently
17 assigning and supervising Defendant Bavliski's research of the
18 legal implications of Plaintiff's employer's objection to the
19 subpoena issued for the attendance of Cheryl Devall as a trial
20 witness.

21 (p) By failing to maintain appropriate contact with Plaintiff's
22 treating physician, Robert J. Tomaszewski, PH.D. **(EXHIBIT 9)**.

23 (q) By Defendant Yates advising Plaintiff to reject a
24 \$75,000.00 settlement offer during trial and falsely advising
25 Plaintiff that the offer would still be, "...on the table,"
26 after she testified.

27 60. The aforementioned acts and omissions were done by the
28 Defendants, and each of them, in breach of their duties to the

1 Plaintiff by negligently, carelessly, and recklessly failing to
2 exercise reasonable care and skill in undertaking to perform,
3 and performing, legal services for Plaintiff and negligently,
4 carelessly and recklessly investigated, researched, analyzed and
5 presented Plaintiff's case.

6 61. But for the actions and omissions of the Defendants, and
7 each of them, in their improper handling of the plaintiff's
8 personal injury claim, she would have been able to prevail upon
9 her claims and to vindicate her legal, civil, and constitutional
10 rights.

11 62. Plaintiff relied upon and followed the advice rendered to
12 her by Defendants, and each of them, so long as they represented
13 her, in consequence thereof, Plaintiff suffered the injuries and
14 damages alleged herein. Plaintiff so acted only at the advice
15 of each of said Defendants and would not have so acted without
16 such advice.

17 63. Plaintiff has been generally and specially damaged in an
18 amount to be determined at trial on the issues herein, and
19 whereas Defendants' acts and omissions were grossly negligent,
20 done fraudulently, and with a malicious disregard of her rights,
21 Plaintiff is entitled to recover of them punitive and exemplary
22 damages according to proof at trial.

23 **THIRD CAUSE OF ACTION**

24 **BREACH OF CONTRACT**

25 **Against Defendants Yates, Corporation, and Does 3-8, inclusive**

26 64. Within the Third Cause of Action for Breach of Contract
27 Plaintiff reincorporates and re-alleges as though fully set
28 forth herein each and every allegation contained within the

1 preceding paragraphs 1-63, inclusive.

2 65. Pursuant to the agreement alleged in Exhibit 8 and
3 incorporated herein by reference, Defendants Yates and
4 Corporation agreed to represent Plaintiff's interests
5 competently and free from negligence, or other fault, and
6 Plaintiff agreed to pay, on her behalf, reasonable attorneys'
7 fees, costs and expenses to the Defendants for their services.

8 66. Plaintiff has duly performed all of the conditions,
9 promises and covenants which the agreement required her to
10 perform, except those obligations Plaintiff was prevented or
11 excused from performing.

12 67. Defendants, and each of them, breached said contract with
13 Plaintiff by performing their services in a negligent, careless,
14 and reckless manner as set forth hereinabove and by converting
15 and embezzling funds due to Plaintiff in violation of Section
16 506 of the California Penal Code.

17 68. Plaintiff has been generally and specially damaged in an
18 amount to be determined at trial on the issues herein as a
19 proximate result of the acts and omissions of Defendants Yates
20 and Corporation. Wherein, Defendants' acts and omissions
21 complained of herein were malicious, fraudulent, and done in
22 violation of public policy, Plaintiff is entitled to recover of
23 Defendants punitive and exemplary damages according to proof at
24 trial.

25 **FOURTH CAUSE OF ACTION**

26 **NEGLIGENT ASSIGNMENT AND SUPERVISION**

27 **Against Defendants Yates, Corporation and Does 3-8 inclusive**
28

1 69. Within the Fourth Cause of Action for Negligent Assignment
2 and Supervision, Plaintiff reincorporates and re-alleges by
3 reference each and every allegation contained within the
4 preceding paragraphs 1-68 inclusive as though fully set forth
5 herein.

6 70. Plaintiff is informed (and only learned after receiving her
7 file on or about January 10, 2011) and believes and thereon
8 alleges that Defendants Yates and Corporation assigned Defendant
9 Bavliski to research the legal issues involving the California
10 Shield Law doctrine invoked by Plaintiff's employer in objection
11 to a subpoena duly served on witness Cheryl Devall. Plaintiff is
12 further informed and believes and thereon alleges that Defendant
13 Bavliski's sole research was to read and print out a copy of
14 Section 1070 of the California Evidence Code eight days before
15 trial start date. **(EXHIBIT 10)**

16 71. Thereafter, Defendants Yates and Corporation failed to
17 supervise and direct Defendant Bavliski to review case law
18 interpreting Section 1070 of the California Evidence Code and
19 Article I, Section 2(b) of the California Constitution to make a
20 proper determination as to whether the laws cited in support of
21 Plaintiff's employer's objection were even applicable to the
22 facts of Plaintiff's case. Additionally Defendants Yates and
23 Corporation failed to supervise and direct Defendant Bavliski to
24 discuss the facts of the case pertaining to the Shield Law
25 objection with Plaintiff.

26 72. Had Defendants Yates and Corporation properly assigned and
27 supervised Defendant Bavliski, it would have been determined
28 that the legal contention that the relevant laws created a

1 "privilege" was frivolous on its face, that the issue had been
2 repeatedly determined with cases on point to clearly distinguish
3 that no such privilege existed and that the word "privilege" is
4 nowhere mentioned in the relevant statutes and Constitutional
5 provisions.

6 73. Had Defendants Yates and Corporation properly assigned and
7 supervised Defendant Bavilski, it would have been determined
8 that the legal contention that the relevant laws created any
9 reasonable objection to the subpoena for Cheryl Devall was
10 frivolous on its face, that the actual facts of what she would
11 have testified to were not the subject matter of the statutory
12 and/or constitutional immunity that the law actually
13 contemplates, and that even assuming *arguendo* that the facts of
14 the case actually had anything to do with the subject matter of
15 the statutory scheme, that the Plaintiff's California
16 constitutional rights, which were at issue in the underlying
17 matter, presented a case of first impression as to whether the
18 immunity conferred by the Shield Law outweighed Plaintiff's
19 state constitutional rights.

20 74. Plaintiff has been generally and specially damaged in an
21 amount to be determined at trial on the issues herein as a
22 proximate result of the acts and omissions of Defendants Yates
23 and Corporation.

24 **FIFTH CAUSE OF ACTION**

25 **Constructive Fraud**

26 **Against Defendants Yates, Corporation and Does 1-5 inclusive**

27 75. Within the Fifth Cause of Action for Constructive Fraud
28

1 Plaintiff reincorporates and re-alleges as though fully set
2 forth herein each and every allegation contained within the
3 preceding paragraphs 1-74, inclusive.

4 76. Prior to undertaking the representation of Plaintiff
5 Defendant Yates acting on behalf of himself and Defendant
6 Corporation made representations to Plaintiff as set forth in
7 paragraph 11, above.

8 77. At all times relevant herein, Defendant Yates knew that the
9 representations he made to Plaintiff were untrue and that the
10 truth is as represented above in paragraph 10 of this Complaint.
11 Defendant Yates concealed the facts alleged in paragraph 44 by
12 telling Plaintiff falsehoods concerning his background,
13 comprehension level of head injuries, and intentions for the
14 handling of Plaintiff's case with the intent to defraud
15 Plaintiff by allowing him to entrust her legal, constitutional,
16 and other interests in his care.

17 78. In justifiable reliance upon Defendants' representations as
18 heretofore set forth, Plaintiff hired and employed Defendants to
19 represent her legal interests and did not terminate the
20 Defendants' services believing them to be in her best legal
21 interests.

22 79. During and throughout his representation of Plaintiff,
23 Defendant Yates, acting for himself and for Defendant
24 Corporation, made a series of false representations to Plaintiff
25 which he either knew to be false or which he had no reasonable
26 basis for believing or asserting, including but not limited to
27 that California's Shield Law created an "absolute privilege" for
28 Cheryl Devall not to testify --when in fact, no such "privilege"

1 exists in case law-- and that there was thus, no way to oppose
2 Plaintiff's employer's objection to the subpoena for Cheryl
3 Devall.

4 80. Plaintiff discovered on or about May 1, 2012 that Defendants
5 have either withheld evidence and/or fabricated false cost
6 charges concerning an alleged investigation conducted by Private
7 Investigator Paul Ingels as set forth in paragraphs 11 - 14,
8 inclusive. **(EXHIBIT 11)**

9 81. On or about February 21, 2012 Defendant Yates failed and
10 refused to respond to a series of questions regarding his
11 conduct and that of his office in representing Plaintiff in the
12 underlying case, only claiming that Defendant Yates had
13 "discussed each course of action with" Plaintiff without
14 specifying what "each" was referring to. **(EXHIBITS 12 & 13)**

15 Plaintiff infers that Defendant Yates meant to say that
16 Plaintiff was fully informed about a series of issues that she
17 outlined in a letter to Defendant Yates on or about February 8,
18 2012 **(EXHIBIT 12)** At all times relevant herein, Defendant knew
19 or should have known that he had not "fully informed" Plaintiff
20 concerning the facts alleged herein in paragraphs 10-24, 36-41,
21 and 59. Additionally, at the time that Defendant Yates made his
22 assertions on or about February 21, 2012, he knew that at no
23 time had he ever addressed most or any of the questions that
24 Plaintiff posed to him in her correspondence of February 8, 2012
25 and that his claim that she had been "fully informed" was
26 nonsensical if he was referring to the issues she had raised in
27 that letter **(EXHIBIT 12)**.

28

1 82. Plaintiff has been generally and specially damaged in an
2 amount to be determined at trial on the issues herein, and
3 whereas Defendants' acts and omissions were grossly negligent,
4 done fraudulently and with a malicious disregard of her rights,
5 Plaintiff is entitled to recover of them punitive and exemplary
6 damages according to proof at trial.

7 **SIXTH CAUSE OF ACTION**

8 **CONVERSION AND ACCOUNTING**

9 **Against Defendants Yates, Corporation, Ingels, Associates & Does**
10 **3-17, inclusive**

11 83. Within the Sixth Cause of Action for Conversion and
12 Accounting, Plaintiff reincorporates and re-alleges as though
13 fully set forth herein each and every allegation contained
14 within the preceding paragraphs 1-82, inclusive.

15 84. On or about December 2010, Defendants Yates and Corporation
16 had in their possession funds received from the City of Los
17 Angeles pursuant to a judgment in the underlying court case
18 which were or should have been held in trust for Plaintiff.

19 85. On or about December 2010, Defendants Yates and Corporation
20 paid funds to Defendants Associates and Ingels from the
21 Plaintiff's trust funds, and potentially to Does 3-17,
22 inclusive, which had not been earned and for which either no
23 services were in fact performed or for which fees had been
24 inflated.

25 86. Plaintiff is entitled to an accounting to determine the
26 legitimacy or illegitimacy of payments made from Plaintiff's
27 judgment funds, to include but not be limited to proof of
28 services performed, copies of invoices and billings for

1 services, and the work product performed for which payments were
2 made.

3 87. Plaintiff is informed and believes and thereon alleges that
4 Defendants Yates, Corporation, Ingels, Associates, and Does 3-17
5 inclusive have violated and/or conspired to violate Section 506
6 of the California Penal Code in doing the acts and omissions
7 alleged herein.

8 88. Plaintiff has been damaged by the acts and omissions of the
9 Defendants as alleged herein and brings suit for general and
10 special damages according to proof, and wherein Defendants' acts
11 and omissions were fraudulent, malicious, and done in violation
12 of public policy, Plaintiff is entitled to punitive and
13 exemplary damages according to proof.

14 **SEVENTH CAUSE OF ACTION**

15 **BREACH OF FIDUCIARY DUTY**

16 **Against Defendants Yates, Corporation, Bavliski and Does 3-8,**
17 **inclusive**

18 89. Within the Seventh Cause of Action for Breach of Fiduciary
19 Duty, Plaintiff reincorporates and re-alleges as though fully
20 set forth herein each and every allegation contained within the
21 preceding paragraphs 1-88, inclusive.

22 90. By reason of common law, the California Business &
23 Professions Code, Section 6068(e), (m), and (n) and RPC 3-100,
24 3-110, 3-300, 3-310, 3-500, 3-700, 4-100, and 4-200, the
25 Defendants owed Plaintiff their fiduciary duty, a duty of
26 loyalty, and a duty of reasonable care in the management of her
27 legal affairs, and in the protection of her rights.

28

1 91. In doing the acts and omissions alleged herein, Defendants
2 Yates, Corporation, and Bavilski violated their fiduciary
3 duties, their duty of loyalty, and their duty of reasonable care
4 to Plaintiff in violation of public policy, and in violation of
5 Section 6128 of the California Business & Professions Code.

6 92. Plaintiff has been damaged by the acts and omissions of the
7 Defendants as alleged herein and brings suit for general and
8 special damages according to proof, and wherein Defendants' acts
9 and omissions were fraudulent, malicious, and done in violation
10 of public policy, Plaintiff is entitled to punitive and
11 exemplary damages according to proof.

12 **EIGHTH CAUSE OF ACTION**

13 **18 USC 1964 - Racketeer Influenced Corrupt Organization Act**

14 **Against All Defendants**

15 93. Within the Seventh Cause of Action for Breach of Fiduciary
16 Duty, Plaintiff reincorporates and re-alleges as though fully
17 set forth herein each and every allegation contained within the
18 preceding paragraphs 1-88, inclusive.

19 94. On or about December 8, 2010 Defendants Yates and
20 Corporation caused to be transmitted by electronic mail (E-mail)
21 to Plaintiff an invoice which contained the information
22 described in paragraphs 9-14, inclusive, in violation of 18 USC
23 1343.

24 95. On or about December 20, 2010, Defendants Yates and
25 Corporation caused to be transmitted by electronic mail (E-mail)
26 to Plaintiff an invoice which contained the information
27 described in paragraphs 9-14, inclusive, in violation of 18 USC
28 1343. **(EXHIBIT 14)**

1 96. Plaintiff is informed and believes and thereon alleges that
2 Defendants Ingels and Associates received a payment for services
3 which they did not, in fact, perform in connection with this
4 transaction. In accepting and cashing, or depositing, this
5 payment from Defendants Yates and Corporation, Defendants Ingels
6 and Associates violated 18 USC 1956.

7 95. On or about May 1, 2012, Defendants Ingels and Associates
8 caused to be transmitted to Plaintiff by United States mail a
9 "lulling letter" (**EXHIBIT 11**) in violation of 18 USC 1341.

10 On or about May 16, 2012, Defendants Ingels and Associates
11 caused to be transmitted to Plaintiff by United States mail a
12 "lulling letter" in violation of 18 USC 1341. (**EXHIBIT 15**)

13 96. On or about February 21, 2012, via United States mail
14 transmission, Certified Receipt No. 7011-0470-0002-5312-8445,
15 Defendants Yates and Corporation a "lulling letter" as a means
16 of carrying out their continuing fraud against the Plaintiff in
17 violation of 18 USC 1341. (**EXHIBIT 13**)

18 97. On or about May 9, 2010, Plaintiff met Defendant Yates at
19 MacArthur Park along with his private investigator, Ken Shigut.
20 Yates came to the park with a man whom he described as being a
21 one-time member of the Mexican Mafia ("La Eme") and told
22 Plaintiff that he (Yates) had assisted him in getting out of
23 prison. Defendant Yates also told Plaintiff at that time that
24 out of sympathy for the man's having been framed into prison by
25 the Los Angeles Police Department, that Defendant Yates had
26 enlisted him and his children into a scheme to falsely claim
27 that two of his children had been in MacArthur Park on May 1,
28 2007 so that they could get settlement money from a class action

1 lawsuit against the City of Los Angeles. On May 9, 2010 at
2 MacArthur Park, private investigator Ken Shigut was observed by
3 Plaintiff to have a handgun concealed under his coat. Plaintiff
4 is informed and believes and thereon alleges that Ken Shigut is
5 not licensed or otherwise authorized by the Bureau of Security &
6 Investigative Services to carry a concealed weapon, or any
7 weapon at all, in the course and scope of his duties as a
8 private investigator.

9 98. In doing these acts and omissions Defendant Yates
10 effectively adopted the role of *consigliere* to a RICO
11 enterprise.

12 99. Plaintiff is informed and believes and thereon alleges that
13 in doing the acts and omissions alleged in paragraph 44(a)
14 above, that Defendants Yates and Corporation violated, or may
15 have violated 18 USC 1341, 18 USC 1343, 18 USC 1956, and 18 USC
16 1962.

17 100. Plaintiff is informed and believes and thereon alleges
18 that in doing the acts and omissions alleged in paragraph 44(d)
19 above, that Defendants Yates and Corporation violated or may
20 have violated 18 USC 1341, 18 USC 1343, 18 USC 1956, and 18 USC
21 1962.

22 101. Plaintiff is informed and believes and thereon alleges
23 that Defendant Corporation is maintained by Defendant Yates and
24 by other defendants as a *de facto* RICO enterprise as defined in
25 18 USC 1961(4).

26 102. Plaintiff is informed and believes and thereon alleges
27 that Defendant Corporation and the remaining Defendants have
28 established an association in fact as a RICO enterprise engaged

1 in a pattern of racketeering activity as defined in 18 USC
2 1961(5).

3 103. 18 USC 1341, 18 USC 1943 and 18 USC 1956 are predicate
4 acts of the Racketeer Influenced Corrupt Organization (R.I.C.O.)
5 Act as defined in 18 USC 1961 and 18 USC 1962 is a direct
6 violation of the RICO Act.

7 104. Plaintiff has suffered injuries to her property interests
8 as a proximate result of the Defendants' RICO predicate acts as
9 alleged herein.

10 105. Plaintiff is entitled to recover general and special
11 damages against the Plaintiffs and each of them on this cause of
12 action, to be trebled, and wherein, the Defendants' acts and
13 omissions were malicious, oppressive, fraudulent and done in
14 violation of public policy, Plaintiff is entitled to recover of
15 Defendants punitive and exemplary damages, attorney fees and
16 costs pursuant to 18 USC 1964(c).

17 **WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:**

18 **For Judgment for Plaintiff and against the Defendants and each**
19 **of them;**

20 **For Rescission of the first and second sentences of Clause**
21 **VIII of the Contract at issue herein or in the alternative for**
22 **Rescission of the Contract in its entirety;**

23 **For general damages and special damages according to proof on**
24 **the Second through Eighth Causes of Action, inclusive and to be**
25 **trebled on the Eighth Cause of Action;**

26 **For punitive and exemplary damages according to proof on the**
27 **Second and Fifth through Eighth Causes of Action, inclusive;**
28

1 For Attorney fees according to the Contract (if not rescinded
2 in its entirety) and costs of the suit herein and by statute on
3 the Eighth Cause of Action pursuant to 18 USC 1964(c);
4 For an accounting on the Sixth Cause of Action;
5 For such other and further relief as appropriate.

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Patricia Nazario, Plaintiff in pro per