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9 **US LOAN AUDITORS, LLC**

FILED
Superior Court Of California,
Sacramento
07/09/2010
emuniz
By _____, Deputy
Case Number:
34-2010-00082304

10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF SACRAMENTO**
12 **UNLIMITED CIVIL DIVISION**

Department
Assignments
Case Management 39
Law and Motion 54
Minors Compromise 22

13 **US LOAN AUDITORS, LLC,**
14 Plaintiff,

CASE NO.

COMPLAINT FOR:

15 v.
16 **ROBERT L. JACKSON; and DOES 1-20**
17 inclusive,
18 Defendants.

1. **DEFAMATION**
2. **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**
3. **TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
4. **VIOLATION OF CALIFORNIA BUS. & PROF. CODE §§ 17200 et seq.**
5. **TRESPASS/TEMPORARY RESTRAINING ORDER**
6. **IMPLEADER**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL ACTION

19 Plaintiff, US LOAN AUDITORS, LLC, by and through counsel, for its Complaint
20 against Defendants, pleads as follows:

21 **PARTIES**

22 1. Plaintiff, US LOAN AUDITORS, LLC (hereinafter "Plaintff" or "USLA") is and
23 at all times relevant herein is a Limited Liability Company, doing business in the State of
24 California, with its principle place of business in the City of Rancho Cordova, CA, County of

1 Sacramento. Plaintiff is a forensic loan auditing company.

2 2. Defendant, ROBERT L. JACKSON, (hereinafter "Defendant"), is a resident of
3 Auburn, CA, County of Placer.

4 3. Plaintiff is ignorant of the true names and capacities of the Defendants sued
5 herein under the fictitious names Does 1 through 20, inclusive, and Plaintiff will amend this
6 Complaint to allege such names and capacities as soon as they are ascertained. Each of said
7 fictitiously named Defendants are responsible in some manner for the wrongful acts complained
8 of herein.

9 4. Plaintiff is informed and believes, and on the basis of this information and belief
10 alleges, that at all times mentioned in this complaint, defendants were the agents and employees
11 of their co-defendants, and in doing the things alleged in this complaint were acting within the
12 course and scope of such agency and employment.

13
14 **JURISDICTION AND VENUE**

15 5. Venue is proper in this Judicial District because a substantial part of the events or
16 wrongdoings giving rise to the claims occurred within this Judicial District, the parties and
17 witnesses reside within this Judicial District, the evidence is located within this Judicial District,
18 and the Plaintiff regularly conducts business within this Judicial District.

19
20 **FACTUAL BACKGROUND**

21 6. Plaintiff brings this action for damages and to secure relief against Defendant,
22 who wrongfully and intentionally interfered, and continues to interfere, with Plaintiff's
23 contractual relationship with third-party customers, by falsely representing material facts and
24 circumstances, threatening Plaintiff's employees and threatening Plaintiff's customers.

25 7. Defendant published or caused to be published, and upon information and belief,
26 continues to publish, false statements about Plaintiff in person and on the web-
27 www.complaintsboard.com/panel.php?action=profile&id=484192.

28 8. Additionally, Defendant engaged in the following torturous, wrongful conduct:

- 1 a. On Tuesday, June 29, 2010, Defendant entered the premises upon which
2 Plaintiff conducts business at 12:00 p.m. and had three signs that read
3 “US Loan Auditors is a scam.” Defendant was also honking his car horn
4 and acting irrational. Plaintiff was forced to call the Rancho Cordova
5 Police Department for fear of the safety of its employees. The Police
6 gave Defendant a warning and informed Defendant not to harass Plaintiff.
7 From approximately 4:00 p.m. to 5:00 p.m. Defendant remained in
8 Plaintiff’s parking lot flagging down Plaintiff’s customers as they walked
9 into the building. Shane Barker, Co-Owner of USLA, asked Defendant to
10 leave. Defendant threatened Mr. Barker and said that if he didn’t get
11 away from his truck that there would be a [expletive] issue. Defendant
12 did not leave, so the police were called again. Once Defendant was
13 notified that the police were contacted again, Defendant exited the
14 premises. The Rancho Cordova Police Department informed Plaintiff
15 that if Defendant came back to notify them.
- 16 b. On Wednesday, June 30, 2010, Defendant came back onto Plaintiff’s
17 property at 9:30 a.m., and Plaintiff called the Rancho Cordoval Police
18 Department. The police arrived at approximately 10:00 a.m. On
19 information and belief, Defendant was charged with a “Notice of
20 Trespass Official Notice” and was instructed by the police to not enter
21 onto the Plaintiff’s property.
- 22 c. On Thursday, July 1, 2010, Defendant paraded up and down the street
23 near Plaintiff’s place of business with larger signs, acting even more
24 aggressive and hostile. Defendant parked in the middle of the street,
25 flagging anybody down that would listen to him. The Rancho Cordova
26 Casino and a number of neighbors called the Rancho Cordova Police
27 Department and Code Enforcement. The police gave Defendant another
28 warning. One of Plaintiff’s employee’s went to talk to Defendant to see

1 if the issue could be resolved. Plaintiff's employee told Defendant that
2 his actions were scaring Plaintiff's employees and that his demeanor was
3 aggressive and inappropriate. Defendant told the employee that he "once
4 stalked a probation officer for over 3 year," and that "he was not going to
5 ever give up." Our employee asked Defendant what he meant by "give
6 up" and Defendant said that he was "retired" and "would spend 12 hours
7 a day until he was refunded his money." At that point Jeff Pulvino, Co-
8 Owner of USLA, talked to Defendant about the situation. The
9 conversation lasted for approximately 45 minutes and Mr. Pulvino
10 offered the Defendant free legal support for the whole duration of his cas,
11 to prove Plaintiff's company was not a scam but was actually helping
12 customers. Defendant was given a deadline of July 6, 2010 in which to
13 make a decision to accept the offer of free legal support. Defendant
14 informed Mr. Pulvino that he would "talk to his wife" and let Mr. Pulvino
15 know if Defendant was going to accept Plaintiff's offer.

- 16 d. Defendant didn't enter onto the premises Friday, July 2, 2010 nor
17 Monday July 5, 2010.
- 18 e. On Tuesday, July 6, 2010, Defendant again parked approximately 300
19 yards adjacent to Plaintiff's property on the street at 9:00 a.m. and begin
20 to harass Plaintiff's employees and customers once more. Defendant
21 flagged down and pulled over new and old customers and talked about
22 how "USLA is a scam and not helping people". Defendant left at 4:00
23 p.m.
- 24 f. On, Wednesday, July 7, 2010, Defendant again parked approximately 300
25 yards adjacent to Plaintiff's property on the street at 9:00 a.m. and begin
26 to harass Plaintiff's employees and customers. Defendant flagged down
27 and pulled over new and old customers and talked about how "USLA is a
28 scam and not helping people." Defendant left at 4:00 p.m. Defendant

1 informed Plaintiff and others that he “would be back for 12 hours a day,
2 each and everyday,” and did continue to do so.

3 g. On Thursday, July 8, 2010 Defendant repeated his routine of parking on
4 the street approximately 300 yards away from Plaintiff’s premises,
5 continuing to harass Plaintiff’s employees and Plaintiff’s customers.
6 Plaintiff took pictures and video which demonstrates Defendant’s
7 irrational demeanor.

8 9. Defendant’s action have caused a loss of production, in that Plaintiff must
9 explain to old and new customers the irrational and unfounded claims by defendant.

10
11 **FIRST CAUSE OF ACTION**

12 **DEFAMATION**

13 10. Plaintiff incorporates herein by this reference each and every allegation set forth
14 above, as though fully set forth herein.

15 11. Defendant published or caused to be published, and upon information and belief,
16 continues to publish or cause to be published, false and unprivileged statements, described
17 above, regarding Plaintiff.

18 12. These statements exposed and continue to expose Plaintiff to hatred, contempt,
19 ridicule, and obloquy, and had and have a tendency to inquire to injure Plaintiff in its occupation
20 and business.

21 13. These statements constitute libel on their face.

22 14. Additionally, Plaintiff has suffered special damages in respect to its business as a
23 result thereof, and has expended and will continue to expend money, in an amount to be proven,
24 as a result of this libel.

25 WHEREFORE, plaintiff prays for relief as hereinafter set forth.

26 //

27 //

28 //

1 **SECOND CAUSE OF ACTION**

2 **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS**

3 15. Plaintiff incorporates herein by this reference each and every allegation set forth
4 above, as though fully set forth herein.

5 16. Plaintiff is informed and believes that there exists or existed valid contracts
6 between Plaintiff and customers.

7 17. Defendant was at all relevant times aware of these contracts.

8 18. Defendant's intentional acts, described above, were designed to induce a breach
9 or disruption of these contractual relationships.

10 19. Plaintiff is informed and believes that in some cases, actual breach or disruption
11 of some of the contractual relationships occurred as a result thereof, resulting in damage to
12 Plaintiff.

13 WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

14
15 **THIRD CAUSE OF ACTION**

16 **TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

17 20. Plaintiff incorporates herein by this reference each and every allegation set forth
18 above, as though fully set forth herein.

19 21. There existed and exists an economic relationship between Plaintiff and
20 customers, which had and has the probability of bringing future economic benefit to Plaintiff.

21 22. Defendant was aware of this relationship, and in fact based his actions up its
22 existence.

23 23. Defendant committed and continues to commit tortious, intentional, wrongful
24 acts, described above, that were and are designed to disrupt the relationships between Plaintiff
25 and customers, and Defendant knew that his actions were substantially certain to cause
26 interference with those relationships.

27 24. Plaintiff is informed and believes that Defendant's actions caused actual
28 disruption of said relationships, resulting in economic harm to Plaintiff proximately caused by

1 Defendant's acts.

2 WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

3
4 **FOURTH CAUSE OF ACTION**

5 **VIOLATION OF CALIFORNIA BUS. & PROF. CODE §§ 17200 et seq.**

6 25. Plaintiff incorporates herein by this reference each and every allegation set forth
7 above, as though fully set forth herein.

8 26. By engaging in the above-described practices and actions, Defendant has
9 committed one or more acts of unfair competition within the meaning of California Business
10 and Professions Code §§ 17200 et seq. As used in this Complaint, and in BPC § 17200, "unfair
11 competition" means (1) an unlawful, unfair or fraudulent business act or practice; (2) unfair,
12 deceptive, untrue or misleading advertising; and/or (3) an act prohibited by Chapter 1
13 (commencing with BPC § 17500) of Part 3 of Division 7 of the BPC. This conduct as alleged is
14 actionable pursuant to BPC §§ 17200 and 17203.

15 27. Beginning on June 29, 2010 and continuing to the present, Defendant has
16 engaged in, and continues to engage in, such unfair competition. Defendant's acts and practices
17 are wrongful, arbitrary, without reasonable business justification, without consent, unethical,
18 oppressive, and have caused substantial harm and injury to Plaintiff.

19 28. Defendant's unlawful acts and practices are described herein and include,
20 without limitation, false claims on the web-site, printed signs, and handouts.

21 29. As a result, Plaintiff has suffered and continues to suffer damages in a sum which
22 is as yet unascertained.

23 WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

24
25 **FIFTH CAUSE OF ACTION**

26 **TRESPASS/REQUEST FOR TEMPORARY RESTRAINING ORDER**

27 30. Plaintiff incorporates herein by this reference each and every allegation set forth
28 above, as though fully set forth herein.

1 31. On or about the above dates mentioned herein, plaintiff was in possession of
2 certain real property situated at 2882 Prospect Park Dr, Suite 350 Rancho Cordova, Sacramento
3 County, California.

4 32. On the above dates mentioned herein, Plaintiff was using the property described
5 herein as its principle place of business.

6 33. On the above dates mentioned herein Defendant, without the consent or authority
7 and against the will of the Plaintiff, entered onto the property described above.

8 34. The effect of Defendant's conduct, as described herein has produced irreparable
9 damage to Plaintiff's business.

10 35. Plaintiff verbally advised Defendant on the above dates mentioned herein, that
11 Defendant was trespassing on Plaintiff's property without any right or authority to do so, and
12 without plaintiff's consent. Plaintiff further demanded that Defendant leave Plaintiff's property
13 immediately and refrain from any further entry on the property.

14 36. On or about the above dates mentioned herein, Defendant again entered
15 Plaintiff's property against Plaintiff's will and without Plaintiff's consent.

16 37. Defendant threatened and asserts that he will continue to trespass, and therefore
17 continue to deprive plaintiff of plaintiff's right to exclusive possession of the property. Plaintiff
18 is informed and believes, and on the basis of that information and belief alleges, that unless
19 restrained by this court, Defendant will continue to trespass against plaintiff's property. Such
20 trespassory conduct by Defendant will result in irreparable harm to plaintiff.

21 38. By engaging in the above-described practices and actions, Defendant has
22 committed one or more acts of trespass. "One is subject to liability to another for trespass,
23 irrespective of whether he thereby causes harm to any legally protected interest of the other, if
24 he intentionally (a) enters land in the possession of the other, or causes a thing or a third person
25 to do so, or (b) remains on the land, or (c) fails to remove from the land a thing which he is
26 under a duty to remove." (Rest.2d Torts, § 158.) Thus "[t]here may be trespass by personal
27 intrusion of the wrongdoer or by his or her failure to leave" (5 Witkin, Summary of Cal. Law
28 (10th ed. 2005) Torts, § 693, p. 1018-1019.)

1 conduct to injure Plaintiff;

2 4. For compensatory damages, according to proof at trial;

3 5. For consequential damages, according to proof at trial;

4 6. For general damages, according to proof at trial;

5 7. For special damages, according to proof at trial;

6 8. For disgorgement and restitution of all earnings, profits, compensation and
7 benefits received by Defendant as a result of their unlawful acts and practices;

8 9. For punitive and/or exemplary damages in an amount sufficient to punish
9 Defendant's wrongful conduct and deter future misconduct;

10 10. Prejudgment interest;

11 11. Costs and disbursements of the action;

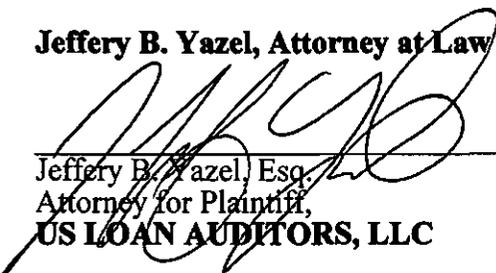
12 12. Attorney's fees; and

13 13. For such other and further relief as the Court may deem just and proper.

14
15 Respectfully submitted,

16 Dated: July 9, 2010

17 **Jeffery B. Yazel, Attorney at Law**

18 
19 Jeffery B. Yazel, Esq.
20 Attorney for Plaintiff,
21 **US LOAN AUDITORS, LLC**