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CIVIL BUSINESS OFFICE 2  
JUN 27 PM 3:21  
SAN DIEGO COUNTY, CA

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3 7840 MISSION CENTER COURT, SUITE 101  
4 SAN DIEGO, CALIFORNIA 92108  
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8 Attorney for Plaintiff, Roy L. Landers

3237 01 05 GIC813446 06/30/08 11:59  
02 001 New Civil \$227.50

9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF SAN DIEGO

11 ROY L. LANDERS, ) Case No.: **GIC 813446**  
12 )  
13 Plaintiff, ) COMPLAINT FOR DAMAGES RE:  
14 vs. ) DEFAMATION (SLANDER); WRONGFUL  
15 ) INTERFERENCE WITH CONTRACT;  
16 MANUEL PENA AND DOES 1-10, ) INTERFERENCE WITH PROSPECTIVE  
Inclusive, ) ECONOMIC ADVANTAGE  
Defendant )

17  
18 Plaintiff alleges:

19  
20 **FACTS COMMON TO ALL CAUSES OF ACTION**

- 21  
22 1. Plaintiff is, and at all times herein mentioned was, an  
23 attorney at law, duly admitted and practicing law in the  
24 State of California.  
25 2. The acts and events sued upon herein occurred within the  
26 County of San Diego, State of California.  
27 3. Defendant Manuel Pena is and at all times herein mentioned  
28 was, an individual residing within the County of San Diego,  
State of California.

1 4. Plaintiff is ignorant of the true names and capacities of  
2 defendants sued herein as DOES 1-10, Inclusive, and  
3 therefore, sues these defendants by such fictitious names.  
4 Plaintiff will amend this complaint to allege their true  
5 names and capacities when ascertained. Plaintiff is  
6 informed and believes and thereon alleges that each of the  
7 fictitiously named defendants were the agents, employees  
8 and or representatives of defendant Manuel Pena and are  
9 equally liable, jointly and severally for the claims  
10 alleged herein. Plaintiff will seek leave to amend this  
11 complaint and add the true names of Doe defendants when the  
12 same have been ascertained.

13 5. Plaintiff has under contract, orally and written, several  
14 disabled clients whom he represents regarding their  
15 individual claims of lack of accessibility to public  
16 accommodations under Title III of the Americans with  
17 Disabilities Act (ADA) and Title 24 of the California  
18 Building Code. Plaintiff has filed several lawsuits on such  
19 clients' behalf and has caused the various defendants to  
20 comply with relevant provisions of the ADA and Title 24 of  
21 the California Building Code.

22 6. Defendant worked for a disability assistance center within  
23 the County of San Diego and from time to time has referred  
24 wheelchair bound persons to plaintiff after they complained  
25 that they were being denied access to restaurants, service  
26 stations and other places of public accommodation due to  
27 their inability or difficulty in attempting to patronize  
28 the facilities. These clients were primarily Spanish

1 speaking only. Plaintiff interviewed the clients with  
2 Spanish interpretation assistance and agreed to represent  
3 the clients on an individual basis. The clients agreed to  
4 plaintiff's representation on a case-by-case basis.

5 7. Unbeknownst to plaintiff, defendant on several occasions  
6 forced clients to pay money directly to defendant in return  
7 for referring them to plaintiff and plaintiff is further  
8 informed and believes that defendant informed said clients  
9 that defendant (himself) had a program through which they  
10 could and would be referred to various attorneys. Plaintiff  
11 has ascertained that defendant extorted cash money from  
12 some clients before they were referred to him by informing  
13 such clients that before they could be referred by  
14 defendant's program they must pay a sum certain up front  
15 otherwise they would not be helped. Moreover defendant  
16 could subsequently remove them from his program if they did  
17 not adhere to defendant's desires. Upon investigation,  
18 certain of plaintiff's clients have confirmed that they did  
19 indeed pay defendant money directly before they came to  
20 plaintiff's office.

21 8. Subsequently, defendant was terminated from his job with  
22 the disable organization. Since that time defendant has  
23 undertaken actions to force plaintiff's clients to seek  
24 representation with other attorneys and have threatened to  
25 remove them from "his program" unless they pay money, has  
26 intimated said clients by meeting with them and telephoning  
27 them and informing them that they are involved with a an  
28 illegal scheme associated with plaintiff's office and has

1 informed said clients that they would go to jail if they  
2 cashed checks issued to them by plaintiff after settling  
3 cases on their behalf.

4 9. Defendant has informed clients that plaintiff is practicing  
5 law illegally and has pressed them to stop allowing  
6 plaintiff to represent them.

7 10. Defendant presented a contract to plaintiff, outlining the  
8 fact that an alleged group of plaintiff's Spanish speaking  
9 clients had banded together and agreed to have him  
10 represent them as an intermediary between plaintiff and  
11 them. Plaintiff rebuffed such an arrangement and informed  
12 his clients of defendant's actions. Defendant has  
13 continually contacted certain of plaintiff's clients and  
14 has interfered with the ability of plaintiff to adequately  
15 represent the clients. As a result plaintiff no longer can  
16 represent certain clients due to defendants wrongful and  
17 intentional interference.

18 **FIRST CAUSE OF ACTION**

19 **(SLANDER PER SE)**

20 11. The allegations of paragraphs 1-10 are realleged herein and  
21 incorporated by reference.

22 12. On or about May 1, 2003 and continuing thereafter,  
23 defendant spoke the following words of and concerning  
24 plaintiff. Defendant met with and telephoned present  
25 clients of plaintiff and told them that plaintiff was  
26 committing illegal acts in his representation of said  
27 clients. Defendant informed said clients that plaintiff was  
28 dishonest and was filing claims on their behalf that were

1 not legitimate and that plaintiff and said client would  
2 likely be going to jail in the future. Defendant then  
3 suggested that certain clients not cash any checks issued  
4 to them by plaintiff, after settlement of their case as such  
5 proceeds would be illegal gain and subject the client to  
6 prosecution along with plaintiff.

7 13. Defendant further informed clients that plaintiff has taken  
8 cases that clients had submitted to plaintiff and had filed  
9 them for plaintiff's own benefit, settled such cases and  
10 pocketed all the settlement proceeds.

11 14. These words were heard by several of plaintiff's present  
12 and past clients.

13 15. These words were slanderous per se because they accused  
14 plaintiff of committing crimes of theft and also were  
15 immediately injurious to plaintiff's business and/or  
16 professional standing.

17 16. The words carried a defamatory meaning because they clearly  
18 communicate to the persons they were made to that plaintiff  
19 was dishonest, a thief, and committing criminal activity.

20 17. The words were understood by those who heard them in a way  
21 which defamed plaintiff because clients to whom the  
22 statements were made informed plaintiff that they were  
23 concerned that by their filing of lawsuits under the ADA  
24 they were committing an illegal act and that plaintiff was  
25 responsible for them being involved in illegal and criminal  
26 activity.

1 18.As a result of the above-described words, plaintiff has  
2 suffered general damages to his reputation in the sum of a  
3 minimum of \$1,000,000.

4 19.As a further proximate result of defendants actions  
5 plaintiff has suffered special damages in an amount to be  
6 determined at time of trial.

7 20.The above-described words were spoken by defendant because  
8 of his feelings of hatred and ill will toward the plaintiff  
9 and with a desire to oppress plaintiff and force plaintiff  
10 to provide payments of moneys to defendant, which defendant  
11 demanded and plaintiff refused to pay. Because of  
12 defendants willful and malicious actions plaintiff is  
13 entitled to punitive damages in an amount of \$1,000,000.

14 **SECOND CAUSE OF ACTION**

15 **(INTERFERENCE WITH CONTRACTUAL RELATIONS)**

16 21.The allegations of the First Cause of Action are realleged  
17 and incorporated herein by reference.

18 22.At the time of defendants wrongful actions, outlined  
19 herein, there existed between plaintiff and the clients  
20 described in this complaint, a valid contract. Defendant  
21 knew of the existence of this contract and nevertheless  
22 disregarded such contract relationship and intentionally  
23 engaged in acts and conduct, which prevented plaintiff's  
24 performance of some clients' contracts and caused the  
25 performance of other contracts between plaintiff and his  
26 clients to be more expensive and/or burdensome.

1 23.As a proximate result of defendant's actions plaintiff has  
2 been damaged in an amount to be determined at time of  
3 trial.

4 24.The acts of defendant was willful, intentional and designed  
5 to cause plaintiff pain, suffering and distress and done in  
6 such a manner to warrant the awarding of punitive damages  
7 in an appropriate amount.

8 **THIRD CAUSE OF ACTION**

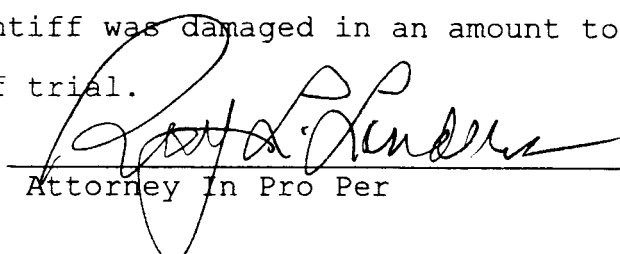
9 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

10 25.Plaintiff realleges the allegations contained within the  
11 Second Cause of action as though set forth fully herein.

12 26.At the time of the acts complained of herein, there existed  
13 an economic relationship between plaintiff and the clients  
14 referred to herein, which contained a probable future  
15 economic benefit or advantage to plaintiff. Defendant knew  
16 of the existence of the relationship and intentionally  
17 engaged in acts or conduct designed to interfere with or to  
18 disrupt the relationship between plaintiff and his clients.

19 27.As a result of defendant's actions the relationships were  
20 actually interfered with or disrupted and as a proximate  
21 cause therefrom plaintiff was damaged in an amount to be  
22 determined at time of trial.

23 Dated: June 26, 2003

24   
Attorney In Pro Per

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): ROY L. LANDERS 7840 MISSION CENTER COURT, STE 101 SAN DIEGO, CA 92108-1321 (619) 296-7898 ATTORNEY FOR (Name):	FOR COURT USE ONLY  CIVIL RECD JUL 23 2003 PM 2:47 03 JUL 23 PM 2:47 CLERK OF COURT SAN DIEGO COUNTY, CA CASE NO: GIC813446
NAME OF COURT AND ADDRESS: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO SAN DIEGO 330 W. BROADWAY SAN DIEGO, CA 92101	
PLAINTIFF/PETITIONER: LANDERS DEFENDANT/RESPONDENT: PENA	
<b>PROOF OF SERVICE</b>	

Hearing date: \_\_\_\_\_ Time: \_\_\_\_\_ Dept./Div.: \_\_\_\_\_

1. At the time of service I was at least 18 years of age and not a party to this action, and I served copies of the:

SUMMONS; COMPLAINT; NOTICE OF CASE ASSIGNMENT; STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION PROCESS; NOTICE TO LITIGANTS

2. a. Party served: MANUEL PENA  
 b. Person served: party in item 2a  
 c. Address: 8721 GRACILIOR CT  
 ESCONDIDO, CA 92026  
 (x) at home

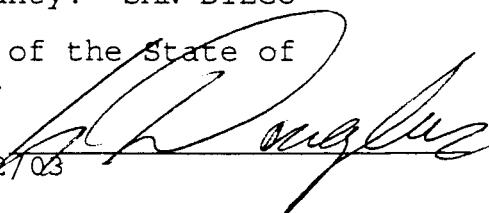
3. I served the party named in item 2  
 a. by personally delivering the copies (1) on 07/01/03 at (2) 1:02 PM

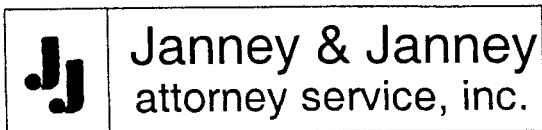
4. The "Notice to the person served" (on the summons) was completed as follows:  
 MANUEL PENA  
 a. as an individual defendant.

5. Person serving: L. DOUGLAS  
 JANNEY & JANNEY OF SAN DIEGO  
 2150 FOURTH AVE. 2ND FLOOR  
 SAN DIEGO, CA 92101  
 (619) 231-9811  
 a. Fee for service: 57.00  
 d. Registered California process server (subcontractor)  
 (2) Registration No. 971  
 (3) County: SAN DIEGO

6. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Judicial Council Form, Rule 982(a) (23)  
 73694 ppv1

Signature:   
 Date: 07/02/03



**Janney & Janney**  
 attorney service, inc.

2150 FOURTH AVE. 2ND FLOOR  
 SAN DIEGO, CA 92101  
 (619) 231-9811



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):  
 Roy L. Landers, Attorney at Law Bar#64920  
 7840 Mission Center Court, Suite 101  
 San Diego, California 92108

TELEPHONE NO.: (619)296-7898 FAX NO.: (619)296-5611  
 ATTORNEY FOR (Name): In Pro Per

FOR COURT USE ONLY  
 JUN 27 PM 3:21  
 SAN DIEGO COUNTY, CA

INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY:  
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NAME: Landers vs. Pena et al.

CIVIL CASE COVER SHEET  
 Limited  Unlimited

Complex Case Designation  
 Counter  Joinder  
 Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 1811)

CASE NUMBER:  
 GIC 813446  
 ASSIGNED JUDGE:

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22)	<input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Writ of mandate (02)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (e.g., money owed, open book accounts) (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Other judicial review (39)
<b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (e.g., discrimination, false arrest) (08) <input checked="" type="checkbox"/> Defamation (e.g., slander, libel) (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (e.g., legal malpractice) (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	<b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (e.g., quiet title) (26)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Claims involving mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Toxic tort/Environmental (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<b>Employment</b> <input type="checkbox"/> Wrongful termination (36)	<b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	<b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20)
	<b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11)	<b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
		<b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case  is  is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial post-disposition judicial disposition

3. Type of remedies sought (check all that apply):  
 a.  monetary    b.  nonmonetary; declaratory or injunctive relief    c.  punitive

4. Number of causes of action (specify): 3

5. This case  is  is not a class action suit.

Date: June 27, 2003

Roy L. Landers  
(TYPE OR PRINT NAME)

*Roy L. Landers*  
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.