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VEATCH CARLSON, LLP
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JAMES C. GALLOWAY, JR., State Bar No. 45198
GINA GENATEMPO, State Bar No. 207871

Attorneys for Defendants,
ROYAL CORINTHIAN, INC. and ANDY SAVENOK, individual

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - CENTRAL JUSTICE CENTER

U.N.I. CONSULTING, LLC, a California
limited liability company doing business as
Platinum Financial, OC,

Plaintiff,

vs.

ROYAL CORINTHIAN, INC., a Illinois
corporation; ANDY SAVENOK, an
individual; and DOES 1 through 20
inclusive,

Defendants.

CASE NO.: 30-2013-00688512-CU-BC-CJC

**NOTICE OF MOTION AND SPECIAL
MOTION TO STRIKE PLAINTIFF'S
COMPLAINT [PURSUANT TO CAL. CODE
CIV. PRO. § 425.16]; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATIONS OF GINA GENATEMPO
and ANDY SAVENOK; EXHIBITS**

**[Filed Concurrently with Demurrer; Request
for Judicial Notice; [Proposed] Orders]**

DATE: March 3, 2014
TIME : 9:00 a.m.
DEPT : "CX103"

COMPLAINT FILED : 11/20/2013

TO ALL PARTIES AND TO THEIR RESPECTIVE ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on March 3, 2014, at 9:00 a.m. or as soon thereafter as counsel may be heard in Department "CX103" of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, California, Defendants , ROYAL CORINTHIAN, INC., and ANDY SAVENOK, ("Defendants") will move this Court for an order finding and ordering as follows:

1. Determining that the instant complaint and the fourth cause of action stated therein is subject to dismissal pursuant to § 425.16 of the *Code of Civil Procedure*;

1 2. Determining that plaintiff has failed to carry his burden of establishing a probability of
2 prevailing upon his causes of action as asserted in the operative complaint;

3 3. Setting a further hearing to determine a proper award of attorney's fees and costs to
4 defendants pursuant to *Code of Civil Procedure* § 425.16(c).

5 This special motion to strike is made upon the grounds that plaintiff has filed a "Strategic
6 Lawsuit Against Public Participation" ("SLAPP"). The conduct complained of implicates
7 Defendants' rights of petition and free speech and is, thus, subject to California's Anti -SLAPP
8 Statute, California *Code of Civil Procedure* § 425.16. Because the complaint is a SLAPP lawsuit,
9 section 425.16(b)(1) requires that the complaint be stricken unless Plaintiff demonstrates a
10 probability of prevailing on his claims against defendants Royal Corinthian Inc. And Andy Savenok.

11 This Special Motion to Strike is based upon the attached Memorandum of Points &
12 Authorities, the declarations of Andy Savenok and Gina Genatempo with attached Exhibits, the
13 records and papers on file in this matter, and such other evidence, both oral and documentary, as may
14 be presented at the time of the hearing on this Motion.

15
16 DATED: January 23, 2014

VEATCH CARLSON, LLP

17
18 By: 

JAMES C. GALLOWAY, JR.
GINA GENATEMPO
Attorneys for Defendants,
ROYAL CORINTHIAN, INC. and ANDY
SAVENOK, individual

19
20
21 I:\WP\16635331\MTN-anti-slapp mtn to strike.WPD

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **1. INTRODUCTION AND SUMMARY OF FACTS**

3 Plaintiff alleges four causes of action, three of which are based upon purported contractual
4 obligations of the parties, and a fourth cause of action for alleged defamation. Plaintiff identifies
5 itself as a finance company dba Platinum Financial, O.C. Plaintiff identifies defendant Royal
6 Corinthian Inc. (“Royal”) as a party to an Agreement, which as attached to the subject Complaint is a
7 “Master Lease” for equipment from a supplier [not a party to this litigation]. By its express terms,
8 plaintiff is not identified as a party to the subject Agreement, and neither is defendant Andy Savenok.
9 [Complaint, Ex. 1 pp. 1 - 2].¹ On the Fourth Cause of Action [Complaint ¶¶22 - 31 at pp. 6 - 7],
10 Plaintiff alleges that all defendants made complaints to the Better Business Bureau and Business
11 Consumer Alliance “among others” [Complaint ¶23], which resulted in harm to its reputation. The
12 language of the subject publication(s) alleged is not stated. The Complaint describes the statements at
13 issue as “unfounded and inaccurate complaints, claims and other postings to various industry
14 associations, trade publications and otherwise within the financing industry,” and contends that the
15 statements were made to the Better Business Bureau and Business Consumer Alliance, among others.
16 [Complaint ¶23]. It further contends that defendants created websites, including
17 platinumfinancial.info and platinumfinancial.org. [Complaint ¶24]. Plaintiff then attributes these
18 complaints to an alleged motive to harm plaintiff.²

19 As will be shown hereinafter, any statements by defendants’ are indisputably protected
20 activity pursuant to the *Code of Civil Procedure* § 425.16, as they were posted, if at all, in a public
21 forum, and address a matter of public interest, i.e., whether Platinum Financial is engaged in
22 fraudulent conduct that would affect a large number of consumers.

23 _____
24 ¹ Defendants have filed for hearing concurrently herewith a Demurrer
25 challenging the contractual allegations and all causes of action, including the defamation
26 cause of action, as well as a Motion to Strike including as to the prayer for punitive
damages and attorney’s fees.

27 ² The alleged motive allegation is irrelevant to the determination of a
28 statement's status as protected speech. If the actionable communication fits within the
definition contained in the statute, the motive of the communicator does not matter. *Dible*
v. Haight Ashbury Free Clinics, Inc. (2009) 170 Cal.App.4th 843, 851.

1 In order to determine whether a cause of action is subject to a SLAPP motion, the Court
2 examines the principal thrust or gravamen of the plaintiff's cause of action. *Ramona Unified School*
3 *Dist. v. Tsiknas* (2005) 135 Cal. App. 4th 510, 519-520. The critical consideration for §425.16
4 analysis is whether the cause of action is based on the defendant's protected free speech or petitioning
5 activity. *Feldman v. 1100 Park Lane Associates* (2008) 160 Cal. App. 4th 1467, 1478-1479. The
6 anti-SLAPP statute's definitional focus is not the form of the plaintiff's cause of action but, rather, the
7 defendant's activity that gives rise to his or her asserted liability-and whether that activity constitutes
8 protected speech or petitioning. *Id.*

9 Plaintiff has not and cannot establish that it can prevail on the merits here. Rather, plaintiff
10 only generally complains that complaints were made with alleged malicious intent, without ever
11 addressing the actual substantive statements at issue at all. Plaintiff makes only conclusory
12 allegations that the consumer information about it was false, and that the defendants had malicious
13 intent. Where an issue of public interest is involved, however, communications are privileged [*Civil*
14 *Code* §47(c)], and evidence of malice is required to support plaintiff's claim. See, *Taus v. Loftus*
15 (2007) 40 Cal. 4th 483, 721; *Inst. Ath. Motivation v. Univ. of Ill.* (1980) 114 Cal. App. 3d 1, 7.

16 As a result, the law requires that plaintiff's cause of action for defamation now be dismissed
17 and that defendants be compensated for their attorney's fees and costs.

18 **II. LEGAL STANDARDS REGARDING MOTION TO STRIKE**

19 **A. California's Anti-SLAPP Statute Protects First Amendment Rights** 20 **By Providing a Procedure for Quickly Dismissing Lawsuits Which** 21 **Chill Those Rights**

22 Nearly 20 years ago, the California Legislature enacted Section 425.16 of the *Code of Civil*
23 *Procedure* to provide for the early dismissal of meritless suits aimed at chilling the valid exercise of
24 the constitutional rights of freedom of speech and petition for the redress of grievances. (See *Cal.*
25 *Code Civ. Proc.* § 425.16(a); *Braun v. Chronicle Publishing Co.* (1997) 52 Cal.App.4th 1036, 1042).
26 These meritless suits often are referred to as "Strategic Lawsuits Against Public Participation" or
27 "SLAPP" suits, with the result that Section 425.16 has come to be called the "Anti-SLAPP statute."
28 (See *Braun* at 1040 & n. 1). The statute provides that:

1 A cause of action against a person arising from any act of that person
2 in furtherance of the person's right of petition or free speech under the
3 United States or California Constitution in connection with a public
4 issue shall be subject to a special motion to strike, unless the court
determines that the plaintiff has established that there is a probability
that the plaintiff will prevail on the claim.

5 *Cal. Code Civ. Proc.* § 425.16(b)(1). The California Legislature explicitly directed that this statute
6 "shall be construed broadly." *Cal. Code Civ. Proc.* § 425.16(a). Courts evaluate Anti-SLAPP
7 motions using a two-step process. (*Commonwealth Energy Corp. v. Investor Data Exchange, Inc.*
8 (2003) 110 Cal.App.4th 26, 31). In the first step, the court determines whether "the defendant has
9 made a threshold showing that the challenged cause of action is one arising from a protected
10 activity." *Navellier v. Sletten* (2002) 29 Cal.4th 82, 88.

11 Under *CCP* §425.16(b)(2), the Court may consider the pleadings and supporting affidavits in
12 making its determination.

13 **B. Once a Defendant Shows That It Engaged In A Protected Activity, The Burden**
14 **Shifts to Plaintiff to Establish a Probability That It Will Prevail on its Causes of**
15 **Action**

16 Once the defendant makes a threshold showing that a plaintiff's action is one arising from
17 statutorily protected activity, the burden then shifts to the plaintiff to establish the probability that it
18 will prevail on the merits of each of its causes of action. *Cal. Code Civ. Proc.* § 425.16(b). In this
19 step, a motion to strike "operates like a demurrer or motion for summary judgment in 'reverse.' . . .
20 [T]he motion requires the plaintiff to demonstrate that he possesses a legally sufficient claim which is
21 'substantiated,' that is, supported by competent, admissible evidence." *Coll. Hosp. Inc. v. Superior*
22 *Court* (1994) 8 Cal.4th 704.

23 Plaintiff must show "there is a reasonable probability [it] will prevail on the merits at trial" by
24 "show[ing] both that the claim is legally sufficient and there is admissible evidence that, if credited,
25 would be sufficient to sustain a favorable judgment." *McGarry v. Univ. of San Diego* (2007) 154
26 Cal.App.4th 97. The court "should grant the motion if, as a matter of law, the defendant's evidence
27 supporting the motion defeats the plaintiff's attempt to establish evidentiary support for the claim."
28 *Wilson v. Parker, Covert & Chidester* (2002) 28 Cal.4th 811.

1 **III. PLAINTIFF'S CAUSE OF ACTION FOR ALLEGED DEFAMATION WAS FILED IN**
2 **RESPONSE TO PROTECTED ACTIVITY IN A PUBLIC FORUM**

3 “In the anti-SLAPP context, the critical point is whether the plaintiffs' cause of action itself
4 was based on an act in furtherance of the defendants' right of petition or free speech.” *City of Cotati*
5 *v. Cashman* (2002) 29 Cal.4th 69, 78. In short, the relevant question is “[w]hat activity or facts
6 underlie [*Politis's*] cause of action for [retaliation]?” (*Cotati, supra*, 29 Cal.4th at p. 79; see also
7 *Navellier v. Sletten* (2002) 29 Cal.4th 82, 92 [the statute's “definitional focus is ... the defendant's
8 activity that gives rise to his or her asserted liability—and whether that activity constitutes protected
9 speech or petitioning”].)” *Gallanis-Politis v. Medina* (2007) 152 Cal.App.4th 600, 610. The law
10 protects an act “ ‘in furtherance of the person's right of petition or free speech under the United States
11 or California Constitution.’ ” *Wilbanks v. Wolk* (2004) 121 Cal.App.4th 883, 892 (Wilbanks),
12 quoting § 425.16, subd. (b)(1).

13 The statute defines acts in furtherance of free speech or petition as including statements that
14 are made (1) in a public forum and (2) in connection with an issue of public interest. *Wilbanks*, at p.
15 892, 17 Cal.Rptr.3d 497, citing § 425.16, subd. (e).

16 An anti-SLAPP motion may be directed at individual causes of action [*C.C.P.* §425.16(b)(1)],
17 and the fact that other claims may remain does not bar a trial judge from granting the motion.
18 *Shekhter v. Financial Indem. Co.* (2001) 89 CA 4th 141, 150. Further, the motion challenges a cause
19 of action, rather than individual allegations or theories , so where a single cause of action alleges both
20 acts protected under the statute and non-protected acts, the entire cause of action may be stricken.
21 Plaintiffs "cannot frustrate the purposes of the statute through a pleading tactic of combining
22 allegations of protected and non-protected activity under the label of one 'cause of action.' *Fox*
23 *Searchlight Pictures, Inc. v. Paladino* (2001) 89 CA 4th 294, 308.

24 **A. Plaintiff Alleges That Defendants Complained about Their Financial Lending**
25 **Services in a Public Forum**

26 A review of the Complaint reveals that each claim is based on the Defendants' acts in
27 furtherance of free speech. The statements at issue fall under §425.16(e)(3) because they were posted,
28 if at all, in a public forum and in connection with an issue of public interest, i.e., whether Platinum

1 Financial is engaged in fraudulent or other improper conduct that would affect others. Plaintiff
2 alleges that defendants made statements to the Better Business Bureau and Business Consumer
3 Alliance [Complaint ¶23], and that defendants created websites, including platinumfinancial.info and
4 platinumfinancial.org [Complaint ¶24].

5 It is well established that websites are internet venues which constitute a "public forum" or a
6 place "open to the public" within the meaning of § 425.16. *Barrett v. Rosenthal* (2006) 40 C4th 33,
7 41, 51 CR3d 55, 59, fn. 4 (collecting cases); *Kronemyer v. Internet Movie Data Base, Inc.* (2007) 150
8 CA4th 941, 950; *Wilbanks v. Wolk* (2004) 121 Cal.App.4th 883, 895. An internet web site is a public
9 forum where statements on site "are accessible to anyone who chooses to visit the site"; *Wong v. Tai*
10 *Jing* (2010) 189 CA4th 1354, 1367. Cal. Prac. Guide Civ. Pro. Before Trial Ch. 7(II)-D

11 This Court should find that the website post(s) were a "written or oral statement or writing
12 made in a place open to the public or a public forum in connection with an issue of public interest."
13 (§425.16, subd. (e)(3).)

14 In addition, the court in *Wilbanks* further held that §425.16, subdivision (e)(4) includes
15 conduct in furtherance of free speech rights, regardless whether that conduct occurs in a place where
16 ideas are freely exchanged. Section 425.16, therefore, governs even private communications, so long
17 as they concern a public issue. *Wlibanks*, supra, at 897-898, citing *Damon v. Ocean Hills Journalism*
18 *Club*, 85 Cal. App. 4th 468, 479 (2000); *Averill v. Superior Court* (1996) 42 Cal.App.4th 1170. It
19 follows that even if defendants' communications were not made in a public forum, and therefore do
20 not fall under §425.16, subdivision (e)(3), they fall under subdivision (e)(4).

21 **B. Consumer Complaints Are Privileged Statements of Public Interest**

22 Even without identifying the specific language of the alleged comments at issue, Plaintiff
23 states that the alleged defamatory remarks were made to the Better Business Bureau and Business
24 Consumer Alliance [Complaint ¶23]. Such reports are protected under C.C.P. §425.16(e)(4) because
25 they relate to an issue of public interest, specifically public consumer safety. See, e.g. *Melaleuca, Inc.*
26 *v. Clark*, 66 Cal. App. 4th 1344, 1363 (1998) ("the public has a well-recognized interest in knowing
27 about the quality and contents of consumer goods"). See also *Damon v. Ocean Hills Journalism*
28 *Club*, 85 Cal. App. 4th 468, 479 (2000) ("definition of 'public interest' within the meaning of the

1 anti-SLAPP statute has been broadly construed"). *C.C.P.* § 425.16(e)(4) protects "... conduct in
2 furtherance of the exercise of the constitutional right of free speech in connection with an issue of
3 public interest." *C.C.P.* § 425.16(e)(4). The public interest requirement of section 425.16, subdivision
4 (e)(3) must be " 'construed broadly' so as to encourage participation by all segments of our society in
5 vigorous public debate related to issues of public interest." *Seelig v. Infinity Broadcasting Corp.*
6 (2002) 97 Cal.App.4th 798, 808 (Seelig).

7 Moreover, where an issue of public interest is involved, the communications are privileged
8 pursuant to the provisions of *Civil Code* §47(c), where the statements are made without malice to a
9 person interested therein. The privilege applies "where the communicator and the recipient have a
10 common interest and the communication is of a kind reasonably calculated to protect or further that
11 interest. *Williams v. Taylor* (1982) 129 Cal. App. 3d 745, 751.

12 "Consumer information . . . (that) affect(s) a large number of persons . . . generally is
13 viewed as information concerning a matter of public interest." Thus, a consumer's statements critical
14 of the quality of sellers' products and services concerned an issue of public interest, even though
15 plaintiffs were not in the public eye, their business practices did not affect a large number of people
16 and their business practices were not themselves a topic of widespread public interest. See *Wilbanks*
17 *v. Wolk* (2004) 121 CA4th 883, 898-899 (parentheses added).

18 Any issue in which the public takes an interest is of "public interest" (e.g., details of
19 celebrities' lives). It need not be of public importance or significance. [*Nygaard, Inc. v. Uusi-Kerttula*
20 (2008) 159 CA4th 1027, 1039 [former employee's statements to magazine about his work experience
21 for prominent businessman and celebrity were of "public interest"]; *Tamkin v. CBS Broadcasting,*
22 *Inc.* (2011) 193 CA4th 133, 144 [public interest in writing, casting and broadcasting of a television
23 series extended to using plaintiff's names for fictional characters].

24 These authorities establish that defendants' statements with regard to the services provided by
25 plaintiff, a nationwide financial lender, were of public concern.

26 **IV. PLAINTIFF CANNOT DEMONSTRATE A FACTUAL BASIS FOR PROBABILITY**
27 **OF SUCCESS ON THE MERITS REGARDING DEFAMATION**

28 Once a court ruling on an anti-SLAPP motion concludes the challenged cause of action arises

1 from protected petitioning, it then determines whether the plaintiff has demonstrated a probability of
2 prevailing on the claim. *Equilon Enterprises v. Consumer Cause, Inc.* (2002) 29 Cal.4th 53, 67. To
3 satisfy this prong, the plaintiff must state and substantiate a legally sufficient claim. *Jarrow*
4 *Formulas, Inc. v. LaMarche* (2003) 31 Cal.4th 728, 741. Put another way, the plaintiff must
5 demonstrate that the complaint is both legally sufficient and supported by a sufficient prima facie
6 showing of facts to sustain a favorable judgment if the evidence submitted by the plaintiff is credited.
7 *Wilson v. Parker, Covert & Chidester* (2002) 28 Cal.4th 811, 821.

8 Plaintiff must affirmatively show that the statements were false and that the defendant(s)
9 failed to use reasonable care to determine truth or falsity. CACI 1702, 1703; *Brown v. Kelly*
10 *Broadcasting Co.* (1989) 48 Cal. 3d 711, 747 (private figure plaintiff on matter of public concern);
11 *Melaleuca*, supra, 656, Cal. App. 4th at 1355 - 56. Moreover, where the communication is privileged
12 [Civil Code §47(c)], evidence of malice is required to support plaintiff's claim. See, *Taus v. Loftus*
13 (2007) 40 Cal. 4th 483, 721; *Inst. Ath. Motivation v. Univ. of Ill.* (1980) 114 Cal. App. 3d 1, 7.

14 Plaintiff has pled only that defendants complained about the services provided. The operative
15 Complaint is wholly insufficient to state a cause of action, particularly since it fails to identify even
16 the statements at issue. [See concurrent Demurrer]. At best, plaintiff describes alleged complaints to
17 the Better Business Bureau and 'complaints' regarding its services in a public forum. This is
18 insufficient. In any event, plaintiff will be unable to establish that the complaints are 'unfounded' or
19 false. See Declaration of Andy Savenok.

20 **V. DEFENDANTS WILL BE ENTITLED TO RECOVER THEIR ATTORNEY'S FEES**
21 **AND COSTS**

22 A defendant who prevails on an anti-SLAPP motion "shall be entitled to recover his or her
23 attorney's fees and costs." *Code Civil Procedure* § 425.16(c). The statute allowing fees is mandatory
24 according to *Ketchum v. Moses* 24 Cal.4th 1122, 1131 (2001). The purpose of this fee-shifting
25 provision is both to discourage meritless lawsuits and to provide financial relief to the SLAPP
26 lawsuit victim. *City of Los Angeles v. Animal Defense League* (2006) 135 CA4th 606, 627, fn. 19.
27 Here, if and when defendants prevail on the instant motion, they will each be entitled to recover
28 attorney's fees and costs, which this Court is asked to adjudicate via a separate hearing. Defendant

1 will separately file a motion for fees with supporting evidence.

2 **VI MOTION TO STRIKE IS TIMELY**

3 *Code Civ. Proc.*, § 425.16(f) provides that this special motion may be filed within 60 days of
4 the service of the complaint or, in the court's discretion, at any later time upon terms it deems proper.
5 Defense counsel has set this matter for hearing on the court's first available date. See Declaration of
6 Gina Genatempo. The case of *Hall v. Time Warner, Inc.* (2007) 153 Cal.App.4th 1337, at pp.'s
7 1348-1349, made it clear that the motion may not be denied due to the date upon which it is heard.

8 **VII. CONCLUSION**

9 Based upon all of the foregoing, defendants respectfully request that this Court grant this
10 Special Motion to Strike dismissing the Complaint filed by Plaintiff and in particular the Fourth
11 Cause of Action. It is also respectfully requested that this Court award defendants' attorney's fees and
12 costs as mandated by § 425.16(c) of the *Code of Civil Procedure*, in a separate hearing.

13
14 DATED: January 23, 2014

VEATCH CARLSON, LLP

By: 

JAMES C. GALLOWAY, JR.

GINA GENATEMPO

Attorneys for Defendants,

ROYAL CORINTHIAN, INC. and ANDY
SAVENOK, individual

DECLARATION

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DECLARATION OF GINA GENATEMPO

I, GINA GENATEMPO declare as follows:

1. I am an attorney at law duly licensed to practice before all of the Courts of the State of California, and am an associate in the law firm of Veatch Carlson. As such, I am fully familiar with the facts and circumstances of this action, and, if called as a witness, would and could competently testify to the following facts hereto.

2. Attached hereto as Exhibit "A" is a true and correct copy of the Complaint in this matter filed November 20, 2013.

3. I am informed and believe that defendant(s) were served in this matter on November 26, 2013, and December 5, 2013, respectively, and based thereon have prepared this motion for service and filing within sixty days thereof.

4. My office obtained the first available hearing date for this motion.

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

Executed this rd 23 day of January, 2014, at Los Angeles, California.


GINA GENATEMPO

I:\WP\16635331\MTN-anti-slapp mtn to strike.WPD

EXHIBIT "A"

1 Juan Carlos Acevedo, Esq. (State Bar No. 258783)
2 **LAW OFFICES OF JUAN CARLOS ACEVEDO**
3 15303 Ventura Blvd. Suite 900
4 Sherman Oaks, CA 91403
5 Telephone: (818) 626-3333
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ELECTRONICALLY FILED
Superior Court of California,
County of Orange
11/20/2013 at 02:02:17 PM
Clerk of the Superior Court
By Diana Cuevas, Deputy Clerk

8 Attorneys for Plaintiff,
9 U.N.I CONSULTING, LLC

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE - CENTRAL JUSTICE CENTER**

12 U.N.I CONSULTING, LLC, a California
13 limited liability company doing business as
14 Platinum Financial, OC,

15 Plaintiff,

16 vs.

17 ROYAL CORINTHIAN, INC., a Illinois
18 corporation; ANDY SAVENOK, an
19 individual; and DOES 1 through 20 inclusive,

20 Defendants.

CASE NO. 30-2013-00688512-CU-BC-CJC
Judge Ronald Bauer

COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. MONEY DUE FOR SERVICES PROVIDED;
3. DECLARATORY RELIEF;
4. DEFAMATION

UNLIMITED JURISDICTION

21
22 Plaintiff U.N.I Consulting, LLC, a California limited liability company doing business as
23 Platinum Financial, OC ("Plaintiff") alleges as follows:

24 **GENERAL ALLEGATIONS**

25 **(Against Each Defendant)**

26 1. Plaintiff, is and at all times mentioned herein was a limited liability company
27 duly organized and existing under the laws of the State of California doing business in the City
28 of Orange in the County of Orange.

1 2. Plaintiff is informed and believes and thereon alleges that Defendant Royal
2 Corinthian, Inc. ("Royal") is, at all times mentioned herein was, a corporation duly organized and
3 existing under the laws of the State of Illinois, with its principal place of business in the State of
4 Illinois.

5 3. Plaintiff is informed and believes and thereon alleges that Defendant Andy
6 Savenok ("Savenok") is an individual residing in the State of Illinois.

7 4. The written contract which is the subject of this action was entered into and to be
8 performed at Los Angeles, California. Accordingly, the Los Angeles Judicial District is the
9 proper district in which to bring this action.

10 5. The true names and capacities, whether individual, corporate, associate or
11 otherwise of Defendants DOES 1 through 25, inclusive, are unknown to Plaintiff who therefore
12 sues said Defendants by such fictitious names. Plaintiff is informed and believes and based
13 thereon alleges that each of the fictitiously named Defendants is responsible in some manner for
14 the events, acts, occurrences and liabilities alleged and referred to herein. Plaintiff will seek
15 leave to amend this Complaint to allege the true names and capacities of these DOE Defendants
16 when the same are ascertained.

17 6. Plaintiff is informed and believes and based thereon alleges that at all times
18 mentioned herein each of the Defendants was, and now is, acting as the employee, agent,
19 principal, officer, partner, joint venturer, alter ego, co-conspirator, director or other
20 representative of one or more of the remaining defendants and, in doing the things herein
21 mentioned, was acting within the scope and course of such employment, agency, partnership,
22 joint venture, conspiracy or other relationship, and with the permission, authorization,
23 ratification and consent of the other defendants.

24 7. Unlimited jurisdiction in the Superior Court of the State of California is
25 appropriate because the amount in controversy, including compensatory and punitive damages,
26 exceeds \$25,000.00. Jurisdiction and venue in the Central Justice Center of the Orange County
27 Superior Court is appropriate because the contract which is the subject of this action was entered
28

1 into and was to be performed within the judicial boundaries of the Orange County Superior
2 Court.

3 **FIRST CAUSE OF ACTION**

4 **(Breach Of Written Contract)**

5 **(Against Royal and Does 1 - 20)**

6 8. Plaintiff hereby incorporates the preceding paragraphs of this Complaint and re-
7 alleges said allegations as though fully set forth herein.

8 9. Plaintiff is a commercial equipment and working capital finance company that
9 provides financing to businesses of all sizes to enable them to acquire equipment or working
10 capital for use in their business. Plaintiff offers a valuable service that fulfills a significant
11 marketplace need..

12 10. Prior to finalizing a financing transaction, Plaintiff and its commercial customer
13 from time to time execute a written agreement that memorializes the commitment of the parties
14 to the financing transaction and which protects both parties involved. Plaintiff's agreement
15 requires the borrower to make a deposit with Plaintiff for the purpose of, among other things,
16 demonstrating commitment to the transaction. If the customer does not fulfill its commitment
17 with respect to completion of the terms of the agreement, then Plaintiff has the right under the
18 contract to retain the deposit as a fully earned processing fee to help offset the losses caused by
19 the customer's failure to fulfill its commitment. Without such commitment fees, financing
20 companies like Plaintiff might not be able to survive the significant transaction costs associated
21 with customers who sign agreements and later attempt to de-commit or otherwise breach the
22 agreement following once accepted.

23 11. On or about September 26, 2013, Royal executed a written Agreement (the
24 "Agreement") pursuant to which Royal made an offer to enter into a financing transaction on the
25 terms and conditions thereof. Pursuant to the terms of the Agreement, Royal made a deposit in
26 the amount of \$6,236.16 (the "Deposit") to Plaintiff. Under the Agreement, Royal agreed that the
27 Deposit would be retained by Plaintiff in the event Royal failed to honor its commitment or if
28

1 any material misrepresentation was made in connection with documentation and information
2 provided to Plaintiff. A copy of the Agreement is attached hereto as Exhibit "1."

3 12. Plaintiff accepted Royal's offer in the Agreement and has spent significant time,
4 effort and resources toward completing the Royal financing transaction. Plaintiff has performed
5 all the promises, conditions and covenants that Plaintiff agreed to perform pursuant to the terms
6 of the Agreement, except for those promises, conditions and covenants which it is excused or
7 was prevented from performing.

8 13. Royal and DOES 1 through 20 have defaulted under the Agreement by failing to
9 perform in accordance with the terms and conditions thereof. The defaults, include but are not
10 limited to, the following:

- 11 a. Failing to honor the commitment to submit all proper documents and to
12 take all steps necessary to commence the funding, including full financial
13 package;
- 14 b. Failing and refusing to perform its duties and obligations owed to Plaintiff
15 in good faith and in a fair manner;
- 16 c. Submitting false and misleading financial and background information;
- 17 d. Unilaterally canceling, terminating and renegeing on the transaction;

18 14. As a result of the defaults of Royal and DOES 1 through 20, Plaintiff has incurred
19 general, special and consequential damages in an amount according to proof at trial and in no
20 event less than \$9,000.00. The damages include, but are not limited to:

- 21 a. Plaintiff's loss of the benefit of the rate of return on the transaction had
22 Royal performed as agreed;
- 23 b. The expense of the significant amount of time, effort and energy devoted
24 by Plaintiff to the transaction at the request of Royal;
- 25 c. Plaintiff's out of pocket costs incurred in connection with the transaction.

26 15. Plaintiff has made demand upon Royal and DOES 1 through 20 to perform the
27 obligations owed under the Agreement. Royal and DOES 1 through 20 have failed and refused to
28 perform as agreed.

1 declaration is necessary and appropriate since, in the absence thereof, the parties hereto will be
2 acting at their substantial peril in pursuit of their conflicting interpretations and contentions.

3 **FOURTH CAUSE OF ACTION**

4 (Defamation)

5 (Against Each Defendant)

6 22. Plaintiff hereby incorporates the preceding paragraphs of this Complaint and re-
7 alleges said allegations as though fully set forth herein.

8 23. Plaintiff is informed and believes and thereon alleges that Royal, Savenok and
9 DOES 1 through 20 contacted one or more third parties specifically for the purpose of attempting
10 to harm Plaintiff's reputation and business relationship within the financing industry and among
11 financing customers in order to extract the return of more of the Deposit than that to which Royal
12 was entitled. Among other things, Savenok, acting individually and on behalf of Royal,
13 submitted unfounded and inaccurate complaints, claims and other postings to various industry
14 associations, trade publications and others within the financing industry. These defamatory
15 statements were made to, The Better Business Bureau and Business Consumer Alliance, among
16 others.

17 24. Furthermore, Savenok, acting individually and on behalf of Royal, created
18 websites to mislead the public into thinking they were going to Plaintiff's website, including
19 platinumfinancial.info and platinumfinancial.org specifically for the purpose of attempting to
20 harm Plaintiff's reputation and business relationship within the financing industry and among
21 financing customers in order to extract the return of more of the Deposit than that to which Royal
22 was entitled.

23 25. Plaintiff is further informed and believes and thereon alleges that Royal, Savenok
24 and DOES 1 through 20 published false, non-privileged and defamatory statements regarding
25 Plaintiff with knowledge of their falsity or with reckless disregard as to their veracity, with the
26 intent to injure and damage Plaintiff's reputation and to interfere with and to disrupt Plaintiff's
27 existing and prospective relationships.

28

1 26. Plaintiff is informed and believes and thereon alleges that Royal, Savenok and
2 DOES 1 through 20 made the defamatory statements so that industry insiders, vendors, funding
3 services, and prospective customers and third persons read the untrue unproved comments
4 specifically for the purpose of leveraging or pressuring Plaintiff into returning more of the
5 Deposit than that to which Royal was entitled or, at the very least, to harm Plaintiff's business
6 relationship among financing customers or within the equipment financing and working capital
7 industry.

8 27. Plaintiff is informed and believes that Royal, Savenok and DOES 1 through 20
9 may have contacted additional third parties for the same purpose and motivation.

10 28. Plaintiff is informed and believes and thereon alleges that these false and
11 defamatory statements were understood by third parties to be true. As a result, such publications
12 have caused harm and damage to Plaintiff's reputation with third parties.

13 29. Plaintiff is informed and believes and thereon alleges that Royal, Savenok and
14 DOES 1 through 20 were aware at all times during those continued communications that
15 Plaintiff's reputation within the finance leasing is and was extremely important to Plaintiff's
16 business operation. Notwithstanding, Plaintiff is further informed and believes that Royal,
17 Savenok and DOES 1 through 20 expressly attempted to damage Plaintiff's reputation in order to
18 punish Plaintiff and if possible, to extract the return of the Deposit.

19 30. As a proximate result of the conduct of Royal, Savenok and DOES 1 through 20,
20 Plaintiff has incurred damages in an amount according to proof at trial for the injury to Plaintiff's
21 reputation within the equipment leasing and working capital industry.

22 31. Plaintiff is informed and believes and thereon alleges that the acts of Royal,
23 Savenok and DOES 1 through 20 are malicious, willful and oppressive in that they are intended
24 to cause injury to Plaintiff or were done with a conscious disregard of Plaintiff's rights.
25 Accordingly, Plaintiff is entitled to an award of punitive damages according to proof at trial.

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PRAYER

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them,
as follows:

ON THE FIRST CAUSE OF ACTION

1. For general and consequential damages in a sum to be determined at the time of trial which is no less than \$9,000.00;
2. For further damages in a sum to be determined at the time of trial;

ON THE SECOND CAUSE OF ACTION

3. For general damages in a sum to be determined at the time of trial;

ON THE THIRD CAUSE OF ACTION

4. For a declaration by the Court consistent with Plaintiff's allegations in paragraphs 20 through 21 hereinabove;
5. For reasonable attorneys' fees;

ON THE FOURTH CAUSE OF ACTION

6. For general damages in a sum to be determined at the time of trial;
7. For punitive damages in a sum to be determined at the time of trial;

ON ALL CAUSES OF ACTION

8. For costs of suit incurred herein; and
9. For such other legal and equitable relief as the Court may deem just and proper.

Dated: November 15, 2013

Respectfully submitted,
LAW OFFICES OF JUAN CARLOS ACEVEDO

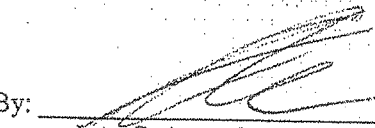
By: 
Juan C. Acevedo, Esq.
Attorney for Plaintiff
U.N.I CONSULTING, LLC

Exhibit "1"

This document was written in "Plain English". The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Lessor. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER:

Royal Corinthian Incorporated

STREET ADDRESS
603 Penton LN

CITY
West Chicago

STATE
IL

ZIP
60185-2671

PHONE
(630) 675 0365

SUPPLIER INFORMATION

NAME OF SUPPLIER
Gruber

STREET ADDRESS
29083 The Old Road, Valencia, CA 91355

QUANTITY	ITEM DESCRIPTION SEE EXHIBIT "A"	MODEL NO.	SERIAL
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RENTAL TERMS	RENTAL PAYMENT AMOUNT	INITIAL DEPOSIT
Term in months 60 (MOS)	Payments of \$3,118.08 (Plus applicable taxes) Rental Payment	\$6,236.16 Unless Otherwise Indicated

THIS IS A NONCANCELABLE/IRREVOCABLE LEASE; THIS LEASE CANNOT BE CANCELLED OR TERMINATED.

TERMS AND CONDITIONS (THIS LEASE AGREEMENT CONTAINS PROVISIONS SET FORTH ON THE REVERSE SIDE, ALL OF WHICH ARE MADE PART OF THIS LEASE AGREEMENT)

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement (Continued on back)

Signor #1: Royal Corinthian Incorporated

SIGNATURE: X 

DATED: 9-26-13

TITLE: General Manager

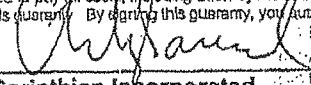
ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, if any, which we transfer to you for the term of this lease. Your approval as indicated below of our purchase of the equipment from supplier is a condition precedent to effectiveness of this lease.

Date of Delivery	Royal Corinthian Incorporated Customer	Signature:	Owner Title
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GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you"), jointly and severally, unconditionally personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer or the Equipment before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

X 
Royal Corinthian Incorporated

- This Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as ("Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supercedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date shown and will continue from the first day of the following month for the number of consecutive months shown. You also agree to pay to Lessor interim rent. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between the rent commencement date and the first payment due date. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least thirty (30) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD TO COMPLY WITH THE TAX LAWS OF THE STATE IN WHICH THE EQUIPMENT IS LOCATED. Equipment located in various states is subject to sales tax laws which require that tax to be paid up front. You authorize us to advance tax and increase monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic lease payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses if for any reason your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.
3. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE LEASE. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.
4. **LOCATION OF EQUIPMENT/RETURN:** You will keep records showing the location of the Equipment. You will report this location to us upon request. At the end of the Agreement's term, you will either renew per paragraph 1 or return the Equipment to a location we specify at your expense, in retail resalable condition, full working order and in complete repair. All license plates, registration certificate, documents of title and odometer certificates shall also be returned.
5. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
6. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than the replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us with certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs and credit risk. As long as you are current at the time of the loss (excluding losses resulting from acts of God), the replacement value of the Equipment will be applied against any loss or damage as per paragraph 5. You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.
7. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of these fees or taxes for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us up to \$100.00 on the date the first lease payment is due to cover the expense of originating the Agreement.
8. **FACSIMILE:** FAX COPIES OF ALL DOCUMENTS INCLUDING DEPOSIT CHECK SHALL BE CONSIDERED ORIGINALS AND FULLY EXECUTED. "CHECK BY FAX" WILL BE APPLIED WHEN CHECK FAX COPY IS SUPPLIED BY LESSEE UNLESS OTHERWISE STATED IN WRITING BY LESSOR OR LESSOR. ALL faxed checks will be deposited via CHAX, Inc. software prior to Lessor receiving original check copy.
9. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and/or return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of New Jersey or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.
10. **SECURITIZATION FEE- INITIAL DEPOSIT:** The lease payments for the Equipment leased shall be in the amount designated in the payment schedule and shall commence on the indicated payment due date immediately following the Equipment acceptance date (the "Commencement Date"). Lessee shall pay Lessor said payments on or before the due date and at the office of Lessor or to such other person or place as Lessor may designate in writing. The Initial Deposit noted above is required upon acceptance of this agreement by the Lessee, which shall be applied to the Securitization Fee which is non-refundable and fully earned by Lessor upon Lessee's acceptance of this agreement, each as noted above. This proposal is subject to receipt of final documentation and final Equipment/credit approval by Lessor. In consideration of Lessor's time, effort and expense in considering and processing the lease transaction, Lessee agrees that Lessor shall have twenty (20) business days from the date of Lessor's receipt of all documentation and information required by Lessor from Lessee (which documentation and information Lessee shall provide to Lessor within seven (7) business days of Lessor's request) to provide final approval as noted above. If Lessor provides final approval and Lessee does not fulfill its commitment with respect to completing the lease transaction for any reason, then the Initial Deposit will be considered a processing fee earned by Lessor. The Initial Deposit shall be retained as liquidated damages by Lessor in the event Lessee does not supply the required documents and information required by Lessor or otherwise comply with the terms of this agreement or back out of the original agreement as stated above, there is a material adverse change to the financial condition of the Lessee or any Guarantor, or if any material misrepresentation is made by Lessee in connection with the documents and information provided to Lessor.
11. **LAW:** This lease shall be deemed fully executed and performed in the State of California or in the home state of whoever holds the Lessor's interest as it may be assigned from time to time per paragraph 10. This lease shall be governed by and construed in accordance with the laws of the State of California or the laws of the home state of Lessor's assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California or any other state or federal court chosen by the Lessor or its assignee. You expressly and unconditionally consent to the jurisdiction and venue of any court in the State of California and waive the right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment.
- 12a. **REFUNDS:** If lessee is due a refund lessee acknowledges all refunds may take up to 90 days to process before a check/draft/cashiers check or cash draft is completed by lessor to lessee.
- 12b. **ASSIGNMENT:** Lessor reserves the right to sell/transfer agreement to its successors and assignors without notice to lessee. Master lease agreement is subject to be split in to multiple agreements until full amount and terms are reached without notice to lessee.
13. **LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 11.
14. **DISPUTE RESOLUTION:** Lessee agrees that any dispute or legal action related to, or arising out of, this proposal or the final lease documentation shall be filed in Orange County, California. The dispute or legal action shall be resolved through compulsory and binding arbitration before the Judicial Arbitration and Mediation Services, Inc. (J.A.M.S.). The laws of the state of California are controlling this proposal and the underlying lease transaction. Discovery may be conducted during the binding arbitration process pursuant to California Code of Civil Procedure section 1203.1, subdivision (b).
15. **DOCUMENTATION:** Lessor's standard documents are contemplated. This proposal is subject to the Execution of the Lessor's Standard documents, by the Lessee within a reasonable amount of time. The monthly payment quoted herein is based upon like term U.S. Treasury Notes. This payment is subject to deviation upon a change in the U.S. Treasury Note's base rate, a material or adverse change in the Lessee's credit or any determination by Lessor that Lessee's creditworthiness does not support the proposed terms. The lease payment and rate shall be fixed at lease commencement. All taxes on the Leased equipment are the responsibility of the Lessee.

SIGNATURE

X _____
 321 N RAMPART ST., #203, ORANGE CA 92868 PHONE: 888-722-4381 FAX: 949-861-6278

DECLARATION

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DECLARATION OF ANDY SAVENOK

I, ANDY SAVENOK declare as follows:

1. I am over the age of 18 years and am a defendant in this action. If called and sworn as a witness to testify I am competent to testify and would testify of my own personal knowledge as to the facts set forth in this Declaration.

2. I have reviewed the Complaint and understand that the plaintiff takes issue with statements which appear on public websites regarding Platinum Financial and which plaintiff attributes to me. The statements as they appear on platinumfinancial.com and platinumfinancial.org are attached hereto collectively as Exhibit "A". These statements accurately detail my personal experience with Platinum Financial, and are consistent with statements that were also submitted to the Better Business Bureau regarding Platinum Financial.

3. I am familiar with Platinum Financial and its self promotion as a nationwide financial lender. I am very concerned that consumers should be aware of customer experiences with this company, and have been contacted by individuals who have had similar experiences with this company.

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

Executed this 23rd day of January, 2014, at Naperville, Illinois.

 1/23/14
ANDY SAVENOK

EWPP:16635331:MTN-anti-slepp mtn to strike WPD

EXHIBIT "A"

Don't Borrow from Platinum Financial, OC

Tom Leonard and Mike Ruiz don't lend money, they take your money

Platinum Financial, OC
321 N Rampart Street
Suite 203
Orange, CA 92868
[Platinum Financial Website](#)

My name is Andy Savenok and I am a general manager of an American manufacturing company that just lost over \$6,200 when we were trying to borrow money. My cellphone is 630-675-0365 and my email is andysavenok@yahoo.com. I provide my cellphone to validate that I am real person that was defrauded by Platinum Financial, OC. Don't let it happen to you. I believe in honest business and I believe in stopping this company from tricking anyone ever again. Call me if you please and I will personally talk to you about what happened to me.

Tom Leonard and Mike Ruiz of Platinum Financial, OC will tell you what you want to hear during the "APPROVAL" process. They will send you an email with the word "approved" in all capital letters based on financials that you sent them. Once "approved" and you give them the go ahead, they will send you documents that will most likely not have the same interest rate on them that they approved you for. When you address the error, they will apologize and fix it but they will hope that you don't notice it. After all a quoted interest rate means nothing once you sign a lease agreement. When that is all said and done and you mail in your signed lease agreement and your first and last month's lease payments, assuming that you are trying to obtain equipment financing, they will say that based on new information, you are no longer approved. They had access to all of this information ahead of time. They simply told you that you were approved so that they can get your money. Will this happen to you? Maybe. I'm simply telling you exactly how this happened to me. Keep reading.

I recently applied for a corp only loan which means that I want the loan to only take into account the company's cash balances and not rely on personal guarantees or personal credit reports/scores. Mike Ruiz and Tom Leonard of Platinum Financial, OC from Orange California said that I was approved for just that. My company has the money to buy the equipment outright but I believe in equipment financing because the rates are very low. Once I signed their contract and sent them a check, I stopped hearing from them. The vendor that was supposed to get money from them for my equipment emailed me a week later saying that they did not contact him as promised. I panicked. After several days of attempting to contact Mike, Tom finally said that he would give me an update.

His update was that I was no longer approved for corp-only. He asked for additional financials which I provided and that wasn't good enough either. Finally, I agreed to provide a personal guarantee but I stipulated that since I'm doing a personal guarantee, I want working capital as well. Working capital was part of the original agreement. I didn't want to provide a personal guarantee, get approved for the equipment, and then have to jump through the same hoops for the working capital. The working capital would only be necessary if the equipment loan was back on track. The company has plenty of working capital otherwise.

Tom Leonard ended up forging my signature and obtained the working capital loan which he said would be easier than the equipment loan. I have the following emailed statement from Tom admitting to forging my signature:

" The working capital bank requires you sign their application. The one before I did it for you and did a signature scan but I don't have his signature so I cant do that with his info... "

The working capital loan was quoted at 7.25% but yet again after we were approved the paper work came in with 10% on it. The funny this is that the 10% isn't a yearly interest rate, it's daily. On a loan of \$50,000, we would end up paying over \$22,000 in interest. Keep in mind, as stated previously, we only needed the money if we got an equipment loan. But, there is no way, that we would borrow at what is considered "payday loan" rates. We have been in business for 20 years. We have been very profitable even amidst the recession which hit our industry, construction, very hard. We have plenty of money in our bank account. We had no intention of borrowing working capital at exorbitant interest rates to facilitate the equipment loan that we were no longer approved for. Even if the equipment loan was approved, we would never borrow working capital at anything more than 10% annually. 10% is already a yearly interest rate that I would most likely have had said no to and used our own money instead.

I asked to get my original deposit back after I realized that this company just offered my company the equivalent of a "payday" loan. We are not desperate for money. We are a reputable company that currently has yearly interest rates of under 7%. This attempt at offering us a "payday" loan was embarrassing to our business acumen. We are not fools. They sent me their refund process which I believe may take up to 90 days. I am very confident that I will not get my money back. I only sent them a signed contract and money because they said I was approved. Once they had my money, end of story. I was duped.

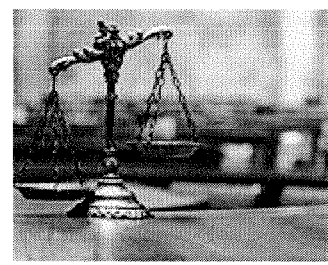
PLATINUM FINANCIAL, OC

DEFRAUDS INNOCENT PEOPLE



True Story of Fraud

My name is Andy Savenok and I am a general manager of an American manufacturing company that just lost over \$6,200 when we were trying to borrow money. My cellphone is 630-675-0365. I provide my cellphone to validate that I am real person that was defrauded by Platinum Financial, OC. Don't let it happen to you. I believe in honest business and I believe in stopping this company from tricking anyone ever again. Call me if you please and I will personally talk to you about what happened to me. Read more under Testimony.



FRAUD



SC

Areas of practice: Fraud, Taking money from you under the guise of financing equipment

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 700 South Flower Street, 22nd Floor, Los Angeles, California 90017-4209.

On January 23, 2014, I served the foregoing document described as **NOTICE OF MOTION AND SPECIAL MOTION TO STRIKE PLAINTIFF'S COMPLAINT [PURSUANT TO CAL. CODE CIV. PRO. § 425.16]; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATIONS OF GINA GENATEMPO and ANDY SAVENOK; EXHIBITS** on the interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

X **BY MAIL** (C.C.P. §§ 1013a, *et seq.*): I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation or postage meter date is more than one day after date of deposit for mailing in affidavit.

_____ **BY FACSIMILE TRANSMISSION** from Facsimile No. (213) 383-6370 to the fax numbers listed below. The facsimile machine I used complied with Court Rule 2.306. Pursuant to Rule 2.306, I caused the machine to print a transmission confirmation report that showed the document was transmitted complete and without error and a copy is attached.

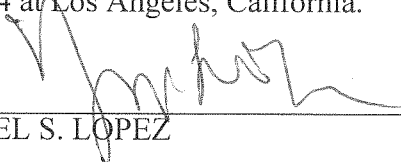
_____ **BY EXPRESS MAIL** (C.C.P. §§ 1013(c)(d), *et seq.*): I caused said document(s) to be deposited with an express service carrier in a sealed envelope designed by the carrier as an express mail envelope, with fees and postage prepaid.

_____ **BY REGISTERED MAIL** (C.C.P. §§ 1020, *et seq.*): I caused said document(s) to be deposited with the United States Mail, postage prepaid, return receipt requested, signed by the addressee that said documents were received.

X **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

_____ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on January 23, 2014 at Los Angeles, California.



YISSEL S. LOPEZ

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