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FILED
Superior Court of California
County of Los Angeles

DEC 30 2016

Sharon G. ... Deputy Clerk
By: Natalie Whitcomb Deputy

Lawyers for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BY FAX

LC102479

LAURA RODRIGUEZ,

Case No.:

Plaintiff,

COMPLAINT FOR DAMAGES; DEMAND
FOR JURY TRIAL

vs.

LETICIA BERRY and DOES 1 through 20,

Defendants.

Plaintiff Laura Rodriguez alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Laura Rodriguez is and at all times mentioned herein was a resident of the County of Los Angeles, State of California.

2. Plaintiff is informed and believes and on that basis alleges that Defendant Leticia Berry is and at all times mentioned herein was a resident of the County of Los Angeles, State of California. As is relevant herein, defendant Berry has been and is an employee of the law firm of The Pearman Law Corporation, APC, where she works as a paralegal and receptionist.

1 Plaintiff's check into Berry's account and pay Plaintiff cash as needed, for a small fee.
2 The small fee was initially represented to be \$300. Plaintiff agreed to this offer.

3 8. Thus, on November 13, 2013, Plaintiff accompanied Berry to Chase Bank
4 branch at 6300 Van Nuys Boulevard, where Berry maintained an account. Plaintiff
5 endorsed the \$64,500 check to defendant Berry, who deposited the check into her
6 account.

7 9. On November 18, 2013, Plaintiff again accompanied defendant Berry to
8 the Chase Bank branch, at which time Berry withdrew \$7,000 cash, which she provided
9 to Plaintiff. Then on November 21, 2013, they again went to the branch; Berry withdrew
10 another \$7,000, which she provided to Plaintiff. And then on November 25, 2013, they
11 went to the branch; Berry withdrew \$8,000, which she provided to Plaintiff.

12 10. Thus, as of November 25, 2013, Plaintiff had received \$22,000 from
13 defendant Berry and the remaining \$42,450 was in Berry's account.

14 11. But following November 25, 2013, defendant Berry refused to provide
15 any more of Plaintiff's money to Plaintiff. Instead, over the course of two weeks, Berry
16 told Plaintiff that, among other things, Berry had to borrow money to pay for medical
17 treatment for Berry's sister, that Chase Bank charged fees of over \$16,000 for the three
18 cash transactions, that Berry had to charge Plaintiff a \$6,500 fee for holding the money,
19 that there was tax obligations that Berry had to cover. Plaintiff now believes that all
20 these statements are false.

21 12. In reality, defendant Berry continued to withdraw money from the
22 account. Specifically, Berry drained all of Plaintiff's money from the account through
23 the following withdrawals:
24

25	December 2, 2013:	\$1,000.00
26	December 3, 2013	\$9,000.00
27	December 9, 2013	\$7,000.00

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1 December 10, 2013 \$6,500.00
2 December 17, 2013 \$16,300.00
3 December 19, 2013 \$3,650.00.

4 13. Thus, as of December 19, 2013, defendant Berry had taken the entirety of
5 Plaintiff's money from the account. She had given \$22,000 to Plaintiff and kept
6 \$42,450 for herself.

7 14. Plaintiff has made multiple and repeated requests for her money, all of
8 which have been met with excuses. Plaintiff has also made multiple requests to meet
9 with her attorneys (and defendant Berry's employers) at The Pearman Law Corporation,
10 the first several of which were deflected by Berry. More recently, Plaintiff has met with
11 both attorney Robert Pearman, who handled Plaintiff's workers' compensation case, and
12 Robert's law partner and father, Kim Pearman, who is defendant Berry's direct
13 supervisor. These meetings, though, have not resulted in the return of **any** of Plaintiff's
14 money or any explanation as to what defendant Berry did with it.
15

16 15. The Pearman Law Corporation has made no effort to help Plaintiff, the
17 firm's client, recover the money taken by its employee, who remains employed in her
18 position as a paralegal/receptionist.
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20 **FIRST COUNT**

21 **(Breach of Contract Against All Defendants)**

22 16. Plaintiff incorporates the allegations of Paragraphs 1 through 15, above,
23 as though set forth fully herein.

24 17. Plaintiff, on the one hand, and Defendants, and each of them, on the
25 other, entered into an oral contract on or about November 13, 2013 by which Plaintiff
26 agreed to pay defendants a \$300 fee to have her settlement check deposited into
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1 defendant Berry's account and converted to cash. Defendants agreed to pay Plaintiff the
2 entire amount of the \$65,450 check, less the \$300 fee.

3 18. Plaintiff performed the terms of this agreement by endorsing her
4 settlement check in favor of defendant Berry and accompanying Berry to the Van Nuys
5 Boulevard branch of Chase Bank.

6 19. Defendants breached this agreement by refusing to pay Plaintiff any of
7 her money, beyond the \$22,000 paid through November 25, 2013. Defendants have
8 kept the rest of the money for their own use, without explanation.

9 20. Plaintiff has suffered damage in that Defendants have failed to pay her
10 the \$42,450.00 plus interest that remains owing under their agreement, as alleged
11 herein.

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13 **SECOND COUNT**

14 **(Common Counts Against All Defendants)**

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16 21. Plaintiff incorporates the allegations of Paragraphs 1 through 15, above,
17 as though set forth fully herein.

18 22. Defendants, and each of them, owe Plaintiff money from previous
19 transactions. Specifically: Defendants owe \$42,450.00 from the initial deposit of
20 Plaintiff's money into defendant Berry's account, as alleged herein.

21 23. Plaintiff and Defendants, and each of them, by their words and conduct,
22 agree that \$42,450.00 is the correct amount owing to Plaintiff.

23 24. Defendants have promised to pay the unpaid \$42,450.00 to Plaintiff.

24 25. Defendants have not paid the unpaid \$290,000.00 to Plaintiff.
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THIRD COUNT

(Fraud Against All Defendants)

26. Plaintiff incorporates the allegations of Paragraphs 1 through 15 and 17, above, as though set forth fully herein.

27. Plaintiff is informed and believes, and on that basis alleges, that all defendants, including defendant Berry, knew as of November 13, 2013, that they were not going to return all of Plaintiff's money to her. Plaintiff is specifically informed and believes that when defendant Berry entered into the oral contract alleged in Paragraph 16, above, she had no intention of actually repaying all of Plaintiff's money to Plaintiff.

28. Plaintiff is informed and believes, and on that basis alleges, that defendant Berry made these misrepresentations about repaying the money for the purpose of inducing Plaintiff to endorse her settlement check to Berry for deposit, so that Berry could take some of the money for herself.

29. At the time defendant Berry made these misrepresentations, she knew them to be false.

30. Plaintiff is additionally informed and believes, and on that basis alleges, that Berry made additional misrepresentations to Plaintiff beginning in late November 2013 about bank fees, taxes, the need to provide medical treatment for her sister, all in an effort to induce Plaintiff not to pursue civil or criminal remedies for the money Berry took as her own.

31. As a result of these misrepresentations, Plaintiff has suffered damage in that Defendants have failed to pay her the \$42,450.00 plus interest.

32. Plaintiff is informed and believes, and on that basis alleges, that defendant Berry made these misrepresentations intentionally and in conscious disregard of Plaintiff's rights and interests. In performing the acts alleged herein, defendant Berry has engaged in oppression, fraud, and malice such that Plaintiff should

1 be awarded punitive and exemplary damages sufficient to punish and deter Berry from
2 such conduct in the future.

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4 **FOURTH COUNT**

5 **(Breach of Fiduciary Duty Against All Defendants)**

6 33. Plaintiff incorporates the allegations of Paragraphs 1 through 15, above,
7 as though set forth fully herein.

8 34. Defendants, and each of them, met Plaintiff through her hiring and
9 retention of The Pearman Law Corporation to handle her workers' compensation case.
10 As such, their relationship was fiduciary in nature and defendants were obligated to
11 treat Plaintiff's property as if it were their own.

12 35. In undertaking the acts alleged herein, defendants, including defendant
13 Berry, breached their fiduciary duty to Plaintiff, by converting Plaintiff's money for their
14 own use and by failing to account for defendant Berry's withdrawals of Plaintiff's money
15 on December 2, 3, 9, 10, 17, and 19, 2013.

16 36. As a result, Plaintiff has suffered damage in that Defendants have failed
17 to pay her the \$42,450.00 plus interest that remains owing under their agreement, as
18 alleged herein.
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21 **FIFTH COUNT**

22 **(Conversion Against All Defendants)**

23 37. Plaintiff incorporates the allegations of Paragraphs 1 through 15, above,
24 as though set forth fully herein.

25 38. By failing to remit Plaintiff the \$42,450 that defendants withdrew from
26 defendant Berry's account after November 25, 2013, defendants have converted
27 Plaintiff's money for their own use.
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