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10 LA NORIA ENTERTAINMENT, INC.

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Superior Court Of California

AUG 13 2018

Sherril H. Carter, Executive Officer/Clerk
By: Cristina Grijalva, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK

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**FERNANDO LOPEZ, an individual; LA
NORIA ENTERTAINMENT, INC., a
California Corporation**

Case Number:

COMPLAINT FOR:

Plaintiff,

1. Defamation;
2. Negligent Infliction of Emotional Distress;
3. Intentional Infliction of Emotional Distress

**DAVID ARMENTA, an individual and DOES 1
to 50,**

DEMAND FOR JURY TRIAL

Defendants.

1 1. Plaintiff FERNANDO LOPEZ (hereinafter LOPEZ) is an adult resident of the County
2 of Los Angeles, State of California.

3 2. Plaintiff LA NORIA ENTERTAINMENT, INC. (hereinafter LA NORIA) is a California
4 Corporation duly authorized to conduct business in the State of California.

5 3. Defendant DAVID ARMENTA (hereinafter ARMENTA) is an adult resident of the
6 County of Los Angeles, State of California.

7 4. PLAINTIFFS are informed and believe that all the acts of ARMENTA described herein
8 were performed individually on Defendant's personal behalf. PLAINTIFFS are informed and believe
9 that all of the acts described herein were not an act nor omission of Defendant's employer and were
10 outside the of the scope and or duty of any employer, including any public governmental entity and or
11 any official capacity on behalf of any governmental public entity. PLAINTIFFS are informed and
12 believe that said acts by Defendant were done with malice and personal animosity towards
13 PLAINTIFFS.
14

15 5. LOPEZ if informed and believes that all the acts are ARMENTA described herein were
16 unilateral actions and performed outside the scope of any official capacity on behalf of any public
17 governmental entity, performed outside the full view of the public of any hearings and or meetings of
18 any city council of any public governmental entity, performed outside the sphere of any legislative
19 activity and or legitimate business on behalf of any public governmental entity, was performed with no
20 legitimate policy on behalf of any public governmental entity.
21

22 6. JULIA RODRIGUEZ (hereinafter RODRIGUEZ) is an adult resident of the County of
23 Los Angeles, State of California.
24

25 7. Plaintiff does not know the true names or capacities, whether individual, partner, or
26 corporate, of any defendant sued as a Doe Defendants and, for that reason, sues such defendants under
27 fictitious names. Plaintiff is informed and believes that each such Doe Defendant was responsible in
28

1 some respect for the violations alleged herein and proximately caused harm to Plaintiff. Plaintiff will
2 seek leave to amend as and when the true names and capacities of each Doe Defendant becomes known.

3 8. LOPEZ is the President and owner of LA NORIA. LA NORIA conducts business in the
4 County of Los Angeles at the PICO RIVERA SPORTS ARENA, located at 11003 Rooks Road,
5 Whittier, California 90601. LA NORIA maintains an agreement with the concessionaire of the PICO
6 RIVERA SPORTS ARENA to promote events such as musical concerts, rodeos and cultural events.

7
8 9. LOPEZ is informed and believes that RODRIGUEZ and ARMENTA maintain and have
9 maintained a romantic relationship at all times relevant.

10 10. RODRIGUEZ formerly performed consulting services for LA NORIA.

11 11. During the time in which RODRIGUEZ performed consulting services for LA NORIA,
12 LA NORIA would allow unauthorized access into the private offices of LA NORIA. During one
13 occasion RODRIGUEZ allowed ARMENTA entrance into the private office of LOPEZ at the LA
14 NORIA location. ARMENTA shockingly even posted a video of this event on his Instagram account.

15 12. LOPEZ immediately informed RODRIGUEZ that she was prohibited from allowing any
16 person access in his office without his permission. RODRIGUEZ became very incensed by LOPEZ'
17 admonition.
18

19 13. Sometime in October 2017, RODRIGUEZ informed LA NORIA that she was
20 terminating her services with LA NORIA and informed LOPEZ' assistant that she was in essence
21 "leaving and taking over". PLAINTIFFS are informed and believe this was premised upon
22 RODRIGUEZ's romantic relationship with ARMENTA.
23

24 14. LA NORIA requires all employees and contractors to execute confidentiality agreements
25 which prohibit the dissemination of confidential proprietary business information. LA NORIA is
26 informed and believes RODRIGUEZ signed a confidentiality agreement with LA NORIA.

27 15. Sometime after October 2017 LA NORIA was unable to locate the confidentiality
28 agreement RODRIGUEZ signed with LA NORIA. LA NORIA is informed and believes that upon

1 RODRIGUEZ intentionally destroyed said agreement of the cessation of her services with LA NORIA
2 given that all files of employees and contractors were maintained in a central location and only
3 RODRIGUEZ' file was missing subsequent to her departure with LA NORIA.

4 16. LOPEZ had maintained a social friendship with ARMENTA. ARMENTA in addition
5 maintained a social friendship with many member of LOPEZ' family. ARMENTA would routinely
6 attend LOPEZ family functions. LOPEZ completely trusted ARMENTA and considered him a loyal
7 friend.
8

9 17. LOPEZ was shocked and deeply saddened to learn that that RODRIGUEZ and
10 ARMENTA would approach third parties and make defamatory statements and accusations about LA
11 NORIA. LA NORIA is informed and believes that both ARMENTA and RODRIGUEZ intent to
12 defame LA NORIA was to financially hurt LA NORIA and LOPEZ by destroying LOPEZ' business.
13

14 18. In addition, LOPEZ is informed and believes that ARMENTA and RODRIGUEZ
15 intentionally sought to remove the concessionaire of the PICO RIVERA SPORTS ARENA which would
16 ultimately cease all LA NORIA's operations at the PICO RIVERA SPORTS ARENA.

17 19. Both ARMENTA and RODRIGUEZ verbally stated to third parties that LOPEZ used
18 cocaine, that LOPEZ would have an employee of LA NORIA purchase cocaine for LOPEZ's personal
19 use.
20

21 20. Defendants further verbally stated to third parties that LOPEZ had a gambling problem
22 and had substantial gambling debt and was a poor businessman.

23 21. Defendants stated that LA NORIA violated the law by selling alcoholic beverages to
24 minors and failing to pay wages of employees in violation of the California Labor Code.

25 22. Defendants knew this was untrue as the LA NORIA only promotes events and does not
26 maintain any alcohol and beverage license. All food and drink sold at the PICO RIVERA SPORTS
27 ARENA are sold by the concessionaire of the venue, not LA NORIA.
28

1 **Negligent Infliction of Emotional Distress as to Plaintiff LOPEZ against all DEFENDANTS**

- 2 1. Plaintiff incorporates by reference all prior paragraphs.
- 3 2. Defendants were negligent.
- 4 3. Plaintiff suffered severe emotional distress and said emotional distress was proximately
- 5 cause by Defendants' negligent.
- 6 4. Plaintiff suffered damages in an amount to be proven at trial in excess of the jurisdictional
- 7 limit.

8 **Third Cause of Action**

9 **Intentional Infliction of Emotional Distress as to Plaintiff LOPEZ against all DEFENDANTS**

- 10 5. Plaintiff incorporates by reference all prior paragraphs.
- 11 6. Defendants conduct was outrageous.
- 12 7. Defendants intended to cause Plaintiff emotional distress or alternatively acted with
- 13 reckless disregard.
- 14 8. Plaintiff suffered emotional distress.
- 15 9. Defendants conduct was a substantial factor in causing Plaintiff emotional distress.
- 16 10. Plaintiff suffered damages in an amount to be proven at trial in excess of the jurisdictional
- 17 limit.


18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, prays for the following relief:

- 20 A. General Damages and Special Damages in excess of \$25,000.00, including both
- 21 economic and non-economic damages;
- 22 B. Punitive Damages
- 23 C. Injunctive Relief enjoining Defendants from further defamatory conduct
- 24 D. Reasonable Costs; and
- 25 E. Such additional and further relief as this Court may deem just and proper.
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Dated: August 13, 2018

CHARLES L. MURRAY III 

By: _____

Attorney for Plaintiffs, LOPEZ and LA NORIA

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JURY TRIAL DEMANDED

Plaintiff demands a trial by jury of all issues triable by jury.

Dated: August 13, 2018

CHARLES L. MURRAY III



By: _____

Attorney for Plaintiffs, LOPEZ & LA NORIA