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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA,**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 GILBERT BELL, AN INDIVIDUAL,
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PLAINTIFF

VS.

KYLE JOHNSON, AN INDIVIDUAL, IN
HIS INDIVIDUAL CAPACITY, AND AS
CONSERVATOR FOR NICHELLE
NICHOLS, AND DOES 1-10
DEFENDANTS.

KYLE JOHNSON, AN INDIVIDUAL, IN
HIS INDIVIDUAL CAPACITY, AND AS
CONSERVATOR FOR NICHELLE
NICHOLS,

CROSS COMPLAINANT,

VS.

GILBERT BELL; AN INDIVIDUAL and
ROES 1-10,

CROSS-DEFENDANTS.

CASE NO.: 19STCV23804

CROSS COMPLAINT FOR:

- 1. FINANCIAL ELDER ABUSE
- 2. BREACH OF FIDUCIARY DUTY
- 3. UNJUST ENRICHMENT
- 4. CONSTRUCTIVE FRAUD
- 5. CONVERSION,
- 6. DECLARATORY RELIEF
- 7. INJUNCTIVE RELIEF
- 8. ACCOUNTING
- 9. NEGLIGENCE
- 10. VIOLATION OF PENAL CODE §632
- 11. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
- 12. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
- 13. SLANDER OF TITLE

(Assigned for all purposes to Hon. Elizabeth R. Feffer, Dept. 39)

TO PLAINTIFF/CROSS-DEFENDANT AND TO HIS ATTORNEY OF RECORD HEREIN,
WARREN AND BOWEN:

PARTIES

1. At all times relevant herein, NICHELLE NICHOLS (hereinafter “Ms. Nichols”) was and is an individual residing in the County of Los Angeles, State of California.
2. Defendant/Cross Complainant, KYLE JOHNSON (hereinafter “Cross Complainant”), is the only child, and Conservator of the Person and Estate of NICHELLE NICHOLS (L.A.S.C. Case No. 18STPB04265). Cross Complainant was appointed Conservator of the Person and Estate of NICHELLE NICHOLS on January 23, 2019. Cross Complainant is and remains appointed as NICHELLE NICHOLS’ Conservator. Cross Complainant alleges the Tenth, Eleventh, and Twelfth Causes of Action, only, in his individual capacity.
3. Cross Complainant is informed and believes, and thereon alleges that at all times relevant herein, Cross Defendant GILBERT BELL (hereinafter “BELL”) is an individual residing in the County of Los Angeles, State of California.
4. Defendants and Cross Complainants are ignorant of the true names and capacities of Cross Defendants sued herein as Roes 1-10, inclusive, and therefore sue these Cross Defendants, by such fictitious names and capacities. Cross Complainant will amend this Cross Complaint to allege their true identities when ascertained. Defendants and Cross Complainants are informed and believe, and on that basis allege, that each fictitiously named Cross Defendant is responsible in some manner for the acts and failures to act herein alleged, and that Cross Complainant and Defendants’ injuries as herein alleged were legally caused by the conduct of each such Cross Defendant.
5. Defendants and Cross Complainants are informed and believe and thereupon allege that, at all times material herein, each of the Cross Defendants was the agent or employee of, and/or working in concert with, his/her co-Cross Defendants and was acting within the course and scope of such agency, employment and/or concerted activity. Defendants and Cross Complainants allege that to the extent certain acts and omissions were perpetrated by a certain Cross Defendant, the remaining Cross Defendant or Cross Defendants confirmed and ratified said acts and omissions.

- 1 6. Defendants and Cross Complainants are informed and believe and thereupon allege, that
2 at all times material herein, each Cross Defendant was dominated and controlled
3 completely by his/her co-Cross Defendant and each was the alter-ego of the other.
- 4 7. Whenever and wherever reference is made in this Cross Complaint to any act or failure to
5 act by a Cross Defendant or Cross Defendants, such allegations and references shall also
6 be deemed to mean the acts and failures to act of each Cross Defendant, whether acting
7 individually, or jointly and severally.
- 8 8. Whenever and wherever reference is made to individuals who are not named as Cross
9 Complainants or Cross Defendants in this Cross Complaint, but who are, or were,
10 employees or agents of Cross Defendant(s) the conduct of such individuals at all relevant
11 times was on behalf of Cross Defendant(s) and was within the course and scope of their
12 employment or agency.

12 **JURISDICTION AND VENUE**

- 13 9. The amount in controversy exceeds \$25,000.00.
- 14 10. Jurisdiction is proper in the Superior Court for the County of Los Angeles pursuant to
15 California Code of Civil Procedure Section 410.10 because it has general subject matter
16 jurisdiction and no statutory exceptions to jurisdiction exist.
- 17 11. Venue is proper in the County of Los Angeles because the alleged contract(s) herein were
18 entered into in Los Angeles.
- 19 12. Venue is proper in the County of Los Angeles because certain real property that is the
20 subject of this action is situated in this County.
- 21 13. All Parties currently reside in Los Angeles County.
- 22 14. All tortious acts alleged herein occurred in the County of Los Angeles.

23 **STATEMENT OF THE FACTS**

- 24 15. Cross-complainant is informed and believes that BELL and Roes 1-10 took advantage of
25 Ms. Nichols a highly respected woman, when she was vulnerable. As Ms. Nichols'
26 mental and physical state diminished, BELL exerted his undue influence and took control
27 over Ms. Nichols assets and personal affairs.
- 28

1 16. At the time Cross-Complainant was appointed as conservator, Ms. Nichols was facing
2 imminent financial ruin, as a substantial result of BELL's wrongful actions as alleged
3 herein, and was in danger of being forced to move from her home to an institutional
4 setting.

5 17. In 2010 Ms. Nichols was exhibiting mental instability and poor judgment. In 2013 Ms.
6 Nichols was diagnosed with dementia and acute short-term memory loss. Ms. Nichols
7 suffered a stroke in June of 2015 and from that time forward Ms. Nichols required
8 twenty-four (24) hour care.

9 18. At all relevant times herein a fiduciary relationship existed between BELL and Ms.
10 Nichols. BELL, purportedly pursuant to an oral agreement, served as Ms. Nichols
11 personal manager. Ms. Nichols reposed her trust and confidence in Bell who accepted her
12 trust and confidence and entered into a confidential relationship with her.

13 19. As her personal manager BELL accepted the responsibility of advising, counseling,
14 directing and coordinating the development of Ms. Nichols career. His responsibility
15 encompassed matters of both business and personal significance. As her personal
16 manager BELL attended to her finances and organized the economic elements of Ms.
17 Nichols personal and business life. BELL served as Ms. Nichols confident and
18 representative. BELL lead Ms. Nichols to believe that he would act in her best interest at
19 all times. The existence of their fiduciary relationship is further evidenced by the fact that
20 on February 8, 2013 Ms. Nichols named BELL as her Health Care Directive and Power
21 of Attorney. On May 10, 2018, after an conservatorship petition for Ms. Nichols was
22 filed BELL secretly caused Ms. Nichols sign an Exclusive Management Agreement
23 (EMA).

24 20. Cross-Complainant is informed and believes that, on or about March 12, 2012, BELL
25 moved into Ms. Nichols' real property located at 23279 Leonora Drive, in Woodland
26 Hills, CA 91367 (hereinafter "Premises").

27 21. The Premises is a second home located on a single lot directly adjacent to the principal
28 home where Ms. Nichols resides ("Nichols' Residence"). Approximately one hundred
(100) feet separate the Premises and Nichols' Residence. Nichols' Residence and the
Premises are at the end of a cul-de-sac located at 23281 Leonora Drive behind the same

1 gate and fence. Ms. Nichols is the owner and is entitled to possession of both the
2 Premises and the Nichols residence.

3 22. Cross Complainant is informed and believe that BELL exploited his relationship with
4 Ms. Nichols; to gain control of Ms. Nichols' personal and business interactions, her
5 financial affairs, and her independence.

6 23. BELL wrongfully induced Ms. Nichols, to execute two (2) unconscionable rental
7 agreements with BELL as tenant of the premises for eight (8) years on terms shockingly
8 below fair market rates. .

9 24. Although the Premises could command rents exceeding \$2,500 - \$3,500.00 per month,
10 BELL obtained a monthly rent of only three hundred dollars (\$300.00/mo.) over the
11 entire period of eight (8) years.

12 25. Additionally, Ms. Nichols was required to pay for BELL's utilities and other services
13 (such as phone, internet & cable) for the Premises. .

14 26. Cross Complainant is informed and believes that BELL knew or should have known that
15 Ms. Nichols, did not have the requisite contractual capacity to negotiate the terms of and
16 execute the rental agreements. Further, Bell knew or should have known that the rental
17 agreements were not in Ms. Nichols' best interest because Ms. Nichols could not afford
18 to allow him to live in the premises virtually rent free.

19 27. On or about January 12, 2013, Ms. Nichols was admitted to a hospital for, what was
20 diagnosed as, Pancreatitis.

21 28. Approximately two (2) weeks after her admission, the hospital discharged Ms. Nichols
22 and she was transferred to a rehabilitation facility.

23 29. Ms. Nichols wanted to leave the rehabilitation facility, but no professional or family
24 member felt that it was appropriate for her to leave until she received further treatment.

25 30. BELL, however, surreptitiously facilitated Ms. Nichols' departure from the rehabilitation
26 facility on **February 8, 2013**, against medical advice.

27 31. Cross Complainant is informed and believes that Ms. Nichols was neither physically or
28 mentally stable enough to return to her residence on February 8, 2013.

1 32. Cross Complainant is informed and believes that BELL used this moment to isolate Ms.
2 Nichols from her family and long-term friends who did not want her to leave the
3 rehabilitation facility.

4 33. On the exact day that BELL arranged for Ms. Nichols to leave the rehabilitation facility,
5 **February 8, 2013**, BELL surreptitiously induced Ms. Nichols to execute a non-springing
6 Advanced Health Care Directive. The Advanced Health Care Directive named BELL as
7 Ms. Nichols' primary agent and Angelique Fawcette as the successor agent

8 34. Cross Complainant is informed and believes that BELL, as Ms. Nichols' primary health
9 care agent, thereafter had dominion over Ms. Nichols' medication, necessities of life, and
10 personal decisions.

11 35. On the exact day that BELL arranged for Ms. Nichols to leave the rehabilitation facility,
12 **February 8, 2013**, against medical advice, Bell induced Ms. Nichols to sign a General
13 Power of Attorney naming BELL as her primary agent and Angelique Fawcette as the
14 successor agent. The General Power of Attorney gave BELL broad financial authority
15 over the financial affairs of Ms. Nichols.

16 36. Cross Complainant is informed and believes that on **February 8, 2013**, on the exact day
17 BELL arranged for Ms. Nichols to leave the rehabilitation facility, against medical
18 advice, BELL caused to be established new bank accounts at Wells Fargo giving BELL
19 the ability to access Ms. Nichols assets by and through these new Wells Fargo bank
20 accounts.

21 37. Cross Complainant is informed and believes that Ms. Nichols did not have the requisite
22 capacity to execute the General Power of Attorney or the Advance Health Care Directive.

23 38. Over the time period that BELL was purportedly managing Ms. Nichols' career, Cross
24 Complainant is informed and believes that BELL intentionally misappropriated income
25 earned by Ms. Nichols, by siphoning cash from Ms. Nichols' appearances at conventions,
26 inappropriately dispersing the money Ms. Nichols earned, and misappropriating funds
27 from Ms. Nichols' financial accounts.

28 39. Ms. Nichols primary source of income over this period of time was from attending
conventions wherein fans paid her for signatures, photographs, and merchandise with a
specific amount guaranteed by the promoter.

- 1 40. Cross Complainant is informed and believes that, over this period of time, Ms. Nichols
2 was often paid in cash at these appearances.
- 3 41. Cross Complainant is informed and believes that BELL misappropriated/and converted
4 money earned by Ms. Nichols from the conventions.
- 5 42. Cross Complainant is informed and believes that, in addition to the misappropriation of
6 convention income, BELL converted additional income of Ms. Nichols by accessing her
7 financial accounts.
- 8 43. Cross Complainant is informed and believes that BELL accessed and used Ms. Nichols'
9 credit cards for his own benefit.
- 10 44. BELL's misappropriation/conversion of funds over this eight (8) year period of time is
11 compounded by the fact that he continued to live virtually rent free at the Premises.
- 12 45. Cross Complainant is informed and believes that on or about April 21, 2015, BELL
13 induced Ms. Nichols to procure a reverse mortgage on the Premises. The reverse
14 mortgage was not in Ms. Nichol's financial best interest.
- 15 46. Cross Complainant is informed and believes that the reverse mortgage was in the amount
16 of four hundred twelve thousand four hundred eighty-eight dollars (\$412,488.00) and an
17 additional broker compensation of fifty thousand fourteen dollars and seventeen cents
18 (\$50,014.17), totaling four hundred sixty two thousand five hundred two dollars and
19 seventeen cents (\$462,502.17).
- 20 47. Cross Complainant is informed and believes that BELL facilitated the reverse mortgage
21 and converted, at least a part of, the proceeds from the reverse mortgage for his own
22 benefit, again, to the detriment of Ms. Nichols and adverse to her best financial interest
- 23 48. Cross-Complainant is informed and believes that BELL knew or should have known that
24 Ms. Nichols did not qualify for the reverse mortgage because she did not reside in the
25 premises.
- 26 49. On August 9, 2014, Ms. Nichols executed the Nichelle Nichols Trust ("Trust"). Cross
27 Complainant is named as Successor Trustee of the Trust. On August 9, 2014, Ms.
28 Nichols executed deeds transferring both of her real properties to the Trust, including the
Premises and Nichols' Residence.

1 50. On July 31, 2017, BELL, improperly using his Power of Attorney, signed a quitclaim
2 deed conveying Nichols' Residence to himself.

3 51. On or about September 19, 2017, BELL caused the quitclaim deed to be recorded. .

4 52. The transfer of property from Ms. Nichols to BELL caused the Los Angeles County
5 Assessor's Office to reassess the property taxes for Nichols' Residence requiring her to
6 pay increased property taxes. On May 15, 2018, BELL caused to be recorded a quitclaim
7 deed transferring Nichols' Residence back to the Nichelle Nichols' Trust. This act
8 triggered another property tax reassessment of Nichols' Residence.

9 53. These reassessments substantially increased the yearly property taxes. Cross
10 Complainant is currently appealing the reassessment, but the economic damage has
11 already occurred as Ms. Nichols has been required to pay, thousands of dollars extra for
12 the years 2017 through the present. .

13 54. On or about May 4, 2018, Cross Complainant petitioned to establish a conservatorship
14 (L.A.S.C. Case No. 18STPB04265) over his mother, Ms. Nichols, alleging among other
15 issues, that BELL had financially abused Ms. Nichols. Cross-complainant did not and
16 could not have discovered the conduct of BELL as alleged herein prior to 2018 because
17 he lived in New Mexico. Consequently, cross-complainant could not observe BELL's
18 behavior and did not have access to the information pertaining to BELL's wrongful
19 conduct

20 55. On May 14, 2018, over BELL's objection, the Probate Court appointed a group of private
21 professional fiduciaries as temporary conservators of Ms. Nichols' person and estate and,
22 additionally, suspended BELL's Powers of Attorney.

23 56. On April 23, 2019, while Cross Complainant was away getting dinner for Ms. Nichols,
24 Ms. Nichols went to the premises. While at the premises BELL intentionally upset Ms.
25 Nichols by presenting her with copies of the legal filing(s) in the conservatorship matter.

26 57. The conservatorship paperwork, given Ms. Nichols' mental faculties, caused significant
27 emotional harm to Ms. Nichols.

28 58. Cross Complainant is informed and believes that BELL presented this legal paperwork to
Ms. Nichols in order confuse Ms. Nichols and to harass, annoy, and to sow conflict
between Ms. Nichols and Cross Complainant, her Conservator.

1 59. When Cross Complainant returned with food for his mother, he discovered that Ms.
2 Nichols had gone over to the Premises.

3 60. Cross Complainant necessarily visited the Premises, knocked on the door, and was
4 admitted by Bell. His purpose was to retrieve his mother and return her to Nichols'
5 Residence.

6 61. When Cross Complainant entered the Premises, he discovered that Ms. Nichols was
7 extremely agitated.

8 62. Cross Complainant did his best to calmly remove Ms. Nichols from the Premises and
9 escort her away from BELL. Ms. Nichols was confused, emotionally distraught, and
10 verbally aggressive.

11 63. BELL without the knowledge, permission, or consent of Cross-complainant recorded the
12 entire incident via audio and video. This audio and video commenced while Ms. Nichols
13 was present but prior to when Cross Complainant entered the Premises and continued
14 until Cross Complainant removed Ms. Nichols from the Premises.

15 64. On or about May 28, 2018, BELL published, without Cross-complainant's knowledge,
16 permission or consent the edited audio and video recordings of the April 23, 2019
17 incident. Given Ms. Nichols' celebrity status, multiple news outlets picked up this
18 sensationalized story.

19 65. The unauthorized video damaged the reputation of Cross Complainant and Ms. Nichols
20 and caused Cross-Complainant to suffer severe emotional distress.

21 66. Cross Complainant is informed and believes that the unauthorized video negatively
22 impacted the viability of Ms. Nichols to continue to book paid conventions and obtain
23 other gainful employment.

24 **FIRST CAUSE OF ACTION**
25 **Against All Defendants**
(For FINANCIAL ELDER ABUSE)

26 67. Cross Complainant incorporates each and every allegation and/or statement contained in
27 the Paragraphs 1 through 66 with the same force and effect as though fully set forth
28 herein.

1 68. At all times relevant, Ms. Nichols is and was over the age of sixty-five (65) years old.

2 69. Ms. Nichols is and was, at all times relevant herein, an elder person within the meaning
3 of Welfare & Institutions Code section 15610.27.

4 70. Ms. Nichols is and was, at all times relevant herein, a dependent adult.

5 71. Cross Complainant is informed and believes that BELL created the Lease Agreements in
6 breach of his fiduciary duty to Ms Nichols and with the intent to defraud Ms. Nichols.

7 72. Cross Complainant is informed and believes that BELL unduly influenced Ms. Nichols in
8 executing the General Power of Attorney, Advanced Health Care Directive, the purported
9 Exclusive Management Agreement, and purported Lease Agreements.

10 73. Cross Complainant is informed and believes that BELL unduly influenced Ms. Nichols to
11 encumber her real property with a reverse mortgage. Cross Complainant is informed and
12 believes that BELL established the General Power of Attorney, Advanced Health Care
13 Directive, purported EMA and Wells Fargo Bank Accounts with the intent to defraud Ms.
14 Nichols.

15 74. Cross Complainant is informed and believes that BELL intended to defraud Ms. Nichols
16 when he encumbered her real property, took her income, used her credit cards, and
17 transferred her real property into his name.

18 75. Cross Complainant is informed and believes that BELL wrongfully used Ms. Nichols'
19 real and personal property for his own benefit, to the detriment of Ms. Nichols.

20 76. Cross Complainant is informed and believes that BELL harmed Ms. Nichols financially
21 by and through his conduct.

22 77. Cross Complainant is informed and believes that BELL's conduct was the substantial
23 factor in causing Ms. Nichols' financial harm.

24 78. BELL's aforementioned conduct was intentional, deceitful, malicious and despicable that
25 subjected Ms. Nichols to a cruel and unjust hardship in conscious disregard of her rights,
26 so as to justify an award of exemplary and punitive damages in a sum according to proof
27 at the time of trial

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1 which exceeds the minimum jurisdictional limits of this court. Ms. Nichols is entitled to
2 compensatory damages according to proof at the time of trial

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4 **FOURTH CAUSE OF ACTION**
5 **Against All Defendants**
6 **(For CONSTRUCTIVE FRAUD)**

7 85. Cross Complainant re-alleges each and every allegation and/or statement contained in the
8 Paragraphs 1 through 81 with the same force and effect as though fully set forth herein.

9 86. BELL was Ms. Nichols' primary agent under the General Power of Attorney and primary
10 agent, under the Advanced Health Care Directive, and alleged manager, and as such had
11 a fiduciary obligation to Ms. Nichols.

12 87. Cross-Complainant is informed and believes and based thereon alleges that BELL knew
13 or should have known Ms. Nichols financial abilities and limitations. That BELL,
14 transferred Ms. Nichols real property to himself, that BELL induced Ms. Nichols sign a
15 lease for the Premises which was substantially below market so as to the shock the
16 conscience, and only, benefitted BELL, and not Ms. Nichols. That BELL, represented to
17 Ms. Nichols, by virtue of asking her to sign the Lease for the premises and a management
18 agreement, and others, that the agreements were in her best interest, when he knew or
19 should have known that they were, in fact, in his own best interest, and would cause harm
20 to Ms. Nichols.

21 88. BELL's conduct was and is a substantial factor in causing Ms. Nichols' financial harm.
22 Ms. Nichols was harmed and damaged in an amount which exceeds the minimum
23 jurisdictional limits of this court. Ms. Nichols is entitled to general and compensatory
24 damages according to proof at the time of trial

25 **FIFTH CAUSE OF ACTION**
26 **Against All Defendants**
27 **(FOR CONVERSION)**

28 89. Cross Complainant re-alleges each and every allegation and/or statement contained in the
Paragraphs 1 through 86, with the same force and effect as though fully set forth herein.

1 90. Ms. Nichols had the right to keep the financial proceeds obtained during the conventions
2 and to keep all monies maintained in her bank accounts BELL intentionally and
3 substantially interfered with Nichols' property by making cash withdrawals for his own
4 benefit and by taking cash at conventions from fans and keeping it for himself,
5 preventing her from having access to those proceeds.

6 91. Ms. Nichols' did not consent to BELL's conduct and she was harmed as a result, and
7 BELL's conduct was a substantial factor in causing her harm. Ms. Nichols was harmed
8 and damaged in an amount which exceeds the minimum jurisdictional limits of this court.
9 Ms. Nichols is entitled to general and compensatory damages according to proof at the
10 time of trial.

11 92. BELL's aforementioned conduct was intentional, deceitful, malicious and despicable that
12 subjected Ms. Nichols to a cruel and unjust hardship in conscious disregard of her rights,
13 so as to justify an award of exemplary and punitive damages in a sum according to proof
14 at the time of trial

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16 **SIXTH CAUSE OF ACTION**
17 **Against All Defendants**
18 **(For DECLARATORY RELIEF)**

19 93. Cross Complainant re-alleges each and every allegation and/or statement contained in the
20 Paragraphs 1 through 93 with the same force and effect as though fully set forth herein.

21 94. That a controversy exists between the parties as to whether the agreements alleged by
22 BELL are enforceable, and that Ms. Nichols seeks a declaration of the Court that the
23 contracts are not enforceable. Additionally, that BELL misappropriated, and converted
24 Ms. Nichols' personal and real property for his own benefit without permission from Ms.
25 Nichols.

26 95. Cross-Plaintiff contends that the Lease Agreements submitted by Bell were either
27 fraudulently created, or unenforceable due to lack of consideration and/or capacity to
28 enter into them.

96. A judicial determination of these issues and of the respective duties of Cross-
Complainant and BELL is necessary and appropriate at this time under the circumstances

1 because BELL, not only argues that he is entitled to certain benefits under the Lease
2 Agreements, but also because he remains in possession of the premises.

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4 **SEVENTH CAUSE OF ACTION**
5 **Against All Defendants**
6 **(FOR INJUNCTIVE RELIEF)**

7 97. Cross Complainant re-alleges each and every allegation and/or statement contained in the
8 Paragraphs 1 through 97 with the same force and effect as though fully set forth herein.

9 98. Ms. Nichols seeks an injunction restraining BELL from any further contact with her, and
10 to keep him from obtaining, distributing, selling, or profiting from Ms. Nichols likeness,
11 or intellectual property. Moreover, Ms. Nichols seeks to have BELL enjoined from
12 occupying the Premises.

13 **EIGHTH CAUSE OF ACTION**
14 **Against All Defendants**
15 **(FOR AN ACCOUNTING)**

16 99. Cross Complainant re-alleges each and every allegation and/or statement contained in the
17 Paragraphs 1 through 99 with the same force and effect as though fully set forth herein.

18 100. Cross-complaint is informed and believes and based thereon alleges that BELL is
19 in possession of the financial records of the income earned by Ms. Nichols during the
20 relevant time periods herein and the funds misappropriated from her accounts. In order to
21 ascertain the amount of said funds she is owed BELL must be ordered to provide cross-
22 complainant with an accounting. Neither cross-complaint nor Ms. Nichols has that the
23 records and unless BELL is ordered to account they will not be able to ascertain the
24 amount of money Ms. Nichols is owed.

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NINTH CAUSE OF ACTION
Against All Defendants
(FOR NEGLIGENCE)

101. Cross Complainant re-alleges each and every allegation and/or statement contained in the Paragraphs 1 through 101 with the same force and effect as though fully set forth herein.

102. Cross-Complainant is informed and believes and based thereon alleges that BELL owed Ms. Nichols a duty of care. In doing the acts herein alleged BELL breached his duty of care owed to Ms. Nichols.

103. BELL's negligent conduct was a substantial factor in causing Ms. Nichols harm. Ms. Nichols was harmed and damaged in an amount which exceeds the minimum jurisdictional limits of this court. Ms. Nichols is entitled to general and special damages according to proof at the time of trial

TENTH CAUSE OF ACTION
Against All Defendants by cross-complaint in his individual capacity
(FOR VIOLATION OF PENAL CODE SECTION 632)

104. Cross Complainant re-alleges each and every allegation and/or statement contained in the Paragraphs 1 through 104 with the same force and effect as though fully set forth herein.

105. BELL knowingly and willfully violated Penal Code section 632 when he surreptitiously recorded his conversation with Cross-Complainant on or about April 23, 2019 without cross-complainant's knowledge permission or consent. Pursuant to Penal Code section 637.2 (a) (1) Cross-Complainant is entitled to recover \$5,000.00 in statutory damages.

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3 **ELEVENTH CAUSE OF ACTION**

4 **Against All Defendants by cross-complaint in his individual capacity**
5 **(FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

6 106. Cross Complainant re-alleges each and every allegation and/or statement
7 contained in the Paragraphs 1 through 100 with the same force and effect as though fully
8 set forth herein.

9 107. Cross-complaint is informed and believes and based thereon alleges that Bell's
10 conduct was outrageous in that he knowingly and willfully violated Penal Code section
11 632 compounded his wrongful by publishing the illegal recording on or about May 28,
12 2018. Bell intended to cause Cross-Complainant emotional distress or BELL acted with
13 reckless disregard that Cross-Complainant would suffer emotional distress knowing that
14 Cross-Complainant would likely see the illegal recording published in the media such as
15 You Tube and other media outlets.

16 108. Cross-Complainant saw the video recording on You Tube and other media outlets.
17 Cross-Complainant was contacted by members of the press as well as friends and family
18 who saw the illegal recording in the media. As a result of BELL's conduct Cross-
19 Complainant suffered severe emotional distress.

20 109. BELL's intentional or reckless conduct was a substantial factor in causing Cross-
21 Complainant's harm. Cross-Complainant has been damaged in an amount which exceeds
22 the minimum jurisdictional limits of this court. Cross-Complainant is entitled to general
23 and special damages in an amount according to proof at the time of trial

24 110. BELL's aforementioned conduct was intentional, deceitful, malicious and
25 despicable that subjected Cross-Complainant to a cruel and unjust hardship in conscious
26 disregard of his rights, so as to justify an award of exemplary and punitive damages in a
27 sum according to proof at the time of trial.

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2 **TWELFTH CAUSE OF ACTION**

3 **Against All Defendants by cross-complaint in his individual capacity**
4 **(FOR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)**

5 111. Cross Complainant re-alleges each and every allegation and/or statement
6 contained in the Paragraphs 1 through 111 with the same force and effect as though
7 fully set forth herein.

8 112. BELL's publication of the illegal recording was negligent in that it was
9 reasonably foreseeable that Cross-Complaint would be harmed by such conduct.

10 113. As a result of BELL publishing the illegal recording Cross-Complainant suffered
11 serious emotional distress. BELL's conduct was a substantial factor in causing Cross-
12 Complainant to suffer serious emotional distress

13 114. Cross-Complainant has been damaged in an amount which exceeds the minimum
14 jurisdictional limits of this court. Cross-Complainant is entitled to general and special
15 damages in an amount according to proof at the time of trial.

16 **THIRTEENTH CAUSE OF ACTION**

17 **Against All Defendants**
18 **(FOR SLANDER OF TITLE)**

19 115. Cross Complainant re-alleges each and every allegation and/or statement
20 contained in Paragraphs 1 through 115 with the same force and effect as though fully
21 set forth herein.

22 116. BELL wrongfully conveyed Ms. Nichols 'residence to himself and recorded the
23 conveyance asserting that BELL was the owner of the residence. As a result of said
24 wrongful conveyance BELL falsely disparaged the title to Ms. Nichol's property.
25 BELL's conduct was illegal and unprivileged.

26 117. Cross-Complainant suffered pecuniary damage in that the property was reassessed
27 and she was compelled to pay thousands of dollars for additional property taxes.

28 118. Cross-Complainant has been damaged in an amount which exceeds the minimum
jurisdictional limits of this court. Cross-Complainant is entitled to general and special
damages in an amount according to proof at the time of trial.

1 119. BELL's aforementioned conduct was intentional, deceitful, malicious and
2 despicable that subjected Cross-Complainant to a cruel and unjust hardship in conscious
3 disregard of his rights, so as to justify an award of exemplary and punitive damages in a
4 sum according to proof at the time of trial

5 **WHEREFORE**, the Cross-Complainant prays, on all Defendants against all causes of
6 actions, judgment as follows:

7
8 **FOR THE FIRST CAUSE OF ACTION**

- 9 1. For damages, general, special, exemplary and statutory in a sum according to proof at the
10 time of trial;
11 2. For attorney's fees and costs of suit reasonably incurred;
12 3. For such other and further relief as the Court may determine just and proper.

13 **FOR THE SECOND CAUSE OF ACTION**

- 14 1. For damages, general, special and exemplary in a sum according to proof at the time of
15 trial;
16 2. For costs of suit reasonably incurred;
17 3. For such other and further relief as the Court may determine just and proper.

18
19 **FOR THE THIRD CAUSE OF ACTION**

- 20 1. For damages in a sum according to proof at the time of trial;
21 2. For costs of suit reasonably incurred;
22 3. For such other and further relief as the Court may determine just and proper.

23 **FOR THE FOURTH CAUSE OF ACTION**

- 24 1. For damages, general, special and exemplary in a sum according to proof at the time of
25 trial;
26 2. For costs of suit reasonably incurred;
27 3. For such other and further relief as the Court may determine just and proper.

28 ///

1 **FOR THE FIFTH CAUSE OF ACTION**

- 2 1. For damages, general, special and exemplary in a sum according to proof at the time of
3 trial;
4 2. For costs of suit reasonably incurred;
5 3. For interest;
6 4. For such other and further relief as the Court may determine just and proper.

7
8 **FOR THE SIXTH CAUSE OF ACTION**

- 9 1. For a declaration that BELL never had the authority to occupy the premises, that the
10 Lease Agreements are unenforceable.
11 2. For a Declaration that the Power of Attorney and subsequent Deed transfers were not
12 valid.
13 3. For Declaratory Relief declaring the EMA invalid.
14 4. For costs of suit.

15 **FOR THE SEVENTH CAUSE OF ACTION**

- 16 1. An order that permanently restrains BELL from the Premises.
17 2. An order that permanently restrains BELL from contacting Ms. Nichols.
18 3. An order that BELL not use Ms. Nichols intellectual property rights.

19 **FOR THE EIGHTH CAUSE OF ACTION**

- 20 1 For an order that BELL provide a full accounting of all monies obtained from Ms.
21 Nichols or which he has knowledge or information
22 2 For costs of suit reasonably incurred;
23 3 For such other and further relief as the Court may determine just and proper

24 **FOR THE NINTH CAUSE OF ACTION**

- 25 1 For damages, general and special in a sum according to proof at the time of trial;
26 2 For costs of suit reasonably incurred;
27 3 For such other and further relief as the Court may determine just and proper.

28 **FOR THE TENTH CAUSE OF ACTION**

1. For statutory damages in the sum of \$5000.00
2. For costs of suit reasonably incurred

1 **FOR THE ELEVENTH CAUSE OF ACTION**

- 2 1. For damages, general, special and exemplary in a sum according to proof at the time of
3 trial;
4 2 For costs of suit reasonably incurred;
5 3 For such other and further relief as the Court may determine just and proper.

6 **FOR THE TWELFTH CAUSE OF ACTION**

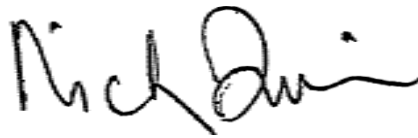
- 7 1. For damages, general and special in a sum according to proof at the time of trial;
8 2. For costs of suit reasonably incurred;
9 3. For such other and further relief as the Court may determine just and proper.

10 **FOR THE THIRTEENTH CAUSE OF ACTION**

- 11 1. For damages special and exemplary in a sum according to proof at the time of trial;
12 2. For costs of suit reasonably incurred;
13 3. For such other and further relief as the Court may determine just and proper.

14 Dated: August 8, 2020

IVIE McNEILL WYATT PURCELL & DIGGS

15
16 

17
18 By _____
19 RICKEY IVIE, Attorneys for
20 Cross-Complainant, Kyle Johnson, et. al.

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 444 South Flower Street, Suite 1800, Los Angeles, California 90071.

On **August 10, 2020**, I served the foregoing document described **CROSS-COMPLAINT FOR DAMAGES** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes as addressed on the attached service list:

SEE ATTACHED SERVICE LIST

BY PERSONAL DELIVERY: I caused such document to be delivered by hand at the offices listed below prior to 5:00 pm on the date specified above.

BY MAIL: I caused such envelope to be deposited in the mail at Los Angeles, California, with first class postage thereon fully prepaid. I am readily familiar with the business practice for collection and processing of correspondence for mailing. Under that practice, it is deposited with the United States Postal Service on that same day, 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 postage cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing in affidavit.

BY FACSIMILE TRANSMISSION: I caused such documents to be transmitted to the offices of the addressee via facsimile machine, on the date specified above. The transmitting facsimile machine has a telephone number of 213-489-0552 and is in compliance with Rule 2003(3). The transmission was reported as complete and without error. Pursuant to Rule 2008(e), I caused a copy of the transmission report to be properly issued by the transmitting facsimile machine.

(ONLY BY ELECTRONIC TRANSMISSION) Only by e-mailing the document(s) to the persons at the e-mail address(es). Pursuant to California Rule of Court, Emergency Rule 12, effective April 17, 2020, during the Coronavirus (COVID-19) pandemic, this office will use electronic mail for service purposes.

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

Executed on **August 10, 2020**, Los Angeles, California.

_____/S/_____
CAROLYN CHARLTON

SERVICE LIST

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