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11 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 CHRISTINA GARNER, an individual;

14 Plaintiff,

15 vs.

16 SHANA RAYWOOD dba REBECCA
17 HAMILTON, an individual; QBW SERVICES,
18 LLC, a Florida limited liability company; and
19 DOES 1-20, inclusive,

20 Defendants.

21 SHANA RAYWOOD dba REBECCA
22 HAMILTON, an individual; QBW SERVICES,
23 LLC, a Florida limited liability company;

24 Cross-Complainant,

25 vs.

26 CHRISTINA GARNER, an individual;
27 ELIZABETH ANN WEST, an individual; SUSAN
28 STEC, an individual; WAYNE STINNETT, an
individual; PERCIVAL POLLARD, an individual;
JENI DECKER, an individual; WILLIAM HIATT,
an individual; and ROES 1-20, inclusive,

Cross-Defendants.

Case No.: BC664530

CROSS-COMPLAINT FOR:

- (1) **DEFAMATION *PER SE*;**
- (2) **DEFAMATION *PER QUOD*;**
- (3) **INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;**
- (4) **FALSE LIGHT;**
- (5) **PUBLIC DISCLOSURE OF
PRIVATE FACTS;**
- (6) **INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
RELATIONS;**
- (7) **NEGLIGENT INTERFERENCE
WITH PROSPECTIVE ECONOMIC
RELATIONS; AND**
- (8) **UNFAIR BUSINESS PRACTICES**

The Honorable Frederick C. Shaller, Dept. 46

Complaint Filed: September 15, 2017

Trial Date: October 3, 2018

1 Cross-Complainants Shana Raywood dba Rebecca Hamilton (“RH”) and QBW Services, LLC
2 (“QBW”) (collectively, “Cross-Complainants”) allege as follows:

3
4 **PARTIES**

5 1. RH is an individual and a resident of the State of Georgia, City of Athens. RH is the
6 sole owner of defendant QBW, a Florida-registered limited liability company and publishing and
7 marketing business. RH is a New York Times best-selling author and markets herself as a publisher
8 who can help independent authors sell their books and reach their audiences.

9 2. Cross-Defendant Christina Garner (“Garner”) is an individual and resident of the State
10 of California, County of Los Angeles.

11 3. Cross-Defendant Elizabeth Ann West (“West”) is an individual and resident of the State
12 of New York, County of Schenectady. At all relevant times, West has been an independent author that
13 regularly markets and sells her numerous books in the State of California, through Amazon, Nook,
14 Kobo, iTunes, Google Play, and in paperback at retail stores. These books include “A Spring
15 Sentiment,” “A Summer Shame,” and “From Longbourn to Pemberley,” among others. California
16 residents are also able to follow her on social media sites, such as www.twitter.com (“Twitter”) at
17 @EAWwrites, www.kboards.com (“KBoards”), and www.facebook.com (“Facebook”), and they may
18 stay updated by visiting www.elizabethannwest.com and purchase her books direct from the website.
19 A Californian’s simple Google search reveals the many ways to access West’s material and purchase
20 her books.

21 4. Cross-Defendant Susan Stec (“Stec”) is an individual and resident of the State of
22 Michigan, County of Oakland. At all relevant times, Stec has been an independent author that
23 regularly markets and sells her numerous books in the State of California, through Amazon, Apple,
24 Barnes and Noble, and at various other websites and retail stores. These books include “The Grateful
25 Undead: They’re So Vein,” “Dead Girls Never Shut Up,” and “Witchy,” among others. California
26 residents are also able to follow her on social media sites, such as Twitter at @suesan0814, KBoards,
27 Facebook, and www.instagram.com (“Instagram”), and they can follow her blog at
28

1 www.thegratefulundead.blogspot.com. A Californian’s simple Google search reveals the many ways
2 to access Stec’s material and purchase her books.

3 5. Cross-Defendant Wayne Stinnett (“Stinnett”) is an individual and resident of the State
4 of South Carolina, County of Beaufort. At all relevant times, Stinnett has been an independent author
5 that regularly markets and sells his numerous books in the State of California, through Amazon,
6 Barnes and Noble, and at various other websites and retail stores. These books include “Fallen Tide,”
7 “Fallen Angel,” and “Fallen Hunter,” among others. California residents are also able to follow him
8 on social media sites, such as Twitter at @waynestinnett_, KBoards, and Facebook, and they can
9 follow his blog at <http://waynestinnett.blogspot.com>. A Californian’s simple Google search reveals the
10 many ways that to access Stinnett’s material and purchase his books. Stinnett also markets and sells
11 shirts, mugs, and other items relating to “Gaspar’s Revenge” to California residents from his website at
12 www.store.waynestinnett.com. On October 4, 2017, upon information and belief, Stinnett also
13 physically traveled to California to meet Garner and contributed financial and emotional support for
14 her California-based litigation against Cross-Complainants.

15 6. Cross-Defendant Percival “Constantine” Pollard (“Constantine”) is an individual and
16 resident of the State of California, County of San Diego.

17 7. Cross-Defendant William Hiatt (“Hiatt”) is an individual and resident of the State of
18 California, County of Los Angeles.

19 8. Cross-Defendant Jeni Decker (“Decker”) is an individual and resident of the State of
20 Michigan, County of Ottawa.

21 9. At all relevant times, ROE 1 has been the unknown user of the account on Twitter,
22 @IamScamilton, which was created in April of 2017. Cross-Complainants are ignorant of the true
23 name of the defendant sued herein as ROE 1, and therefore they sue this defendant under this fictitious
24 name. Cross-Complainants will amend this Complaint when the true identity of ROE 1 is obtained.

25 10. Garner, West, Stec, Stinnett, Constantine, Decker, Hiatt, and ROE 1 may be referred to
26 collectively as the “Indie Author Cross-Defendants.”

1 11. Cross-Complainants are informed and believe that at all relevant times each wrongful
2 act by the Indie Author Cross-Defendants was done in furtherance of a common design, plan, and
3 scheme, and that the wrongs and breaches alleged were accomplished by means of a carefully
4 constructed and planned conspiracy between the Indie Author Cross-Defendants, led by Garner
5 specifically, to damage and ultimately ruin RH's reputation and, as a result, her marketing and
6 publishing business through QBW.

7 12. Indeed, as discussed below, the Indie Author Cross-Defendants have each individually
8 contributed to the legal fees of Garner in the prosecution of her Complaint in the above-captioned
9 action at Garner's webpage on www.gogetfunding.com ("GoGetFunding"), entitled "It Takes a
10 Community to Take Down a Scammer" (the "Funding Page"), and her newer webpage at
11 www.gofundme.com, entitled "It Takes a Community..." (the "New Funding Page"). They have also
12 all expressed continued financial and emotional support for Garner's California-based litigation against
13 Cross-Complainants, as well as to purportedly make an example of RH and ruin her business for being
14 a "scammer," across their social media platforms. By each individually funding the above-captioned
15 litigation through the Funding Page, the New Funding Page, and offline, the Indie Author Cross-
16 Defendants have purposefully availed themselves of the benefits of California's judicial system.

17 13. Cross-Complainants allege upon information and belief that at all relevant times each
18 named and unnamed defendant was the agent and/or employee of the other co-defendants, and at all
19 times each defendant was and is acting within the purpose and scope of such agency and/or
20 employment and with the permission and consent of his/her/its co-defendants with knowledge,
21 authorization, permission, consent, and/or subsequent ratification and approval of each co-defendant.
22 Cross-Complainants are further informed and believe that each named and unnamed defendant
23 knowingly and willfully conspired and agreed amongst themselves to deprive Cross-Complainants of
24 their rights and to cause the damages described below.

25 14. Cross-Complainants are ignorant of the true names of the defendants sued herein as
26 ROES 2 through 20 inclusive, and therefore the sue those defendants under such fictitious names.
27 Cross-Complainants allege upon information and belief that each of the fictitiously named defendants
28

1 are responsible in some manner for the actions or inactions alleged below. Cross-Complainants will
2 amend this Complaint when the true identities of any ROES are ascertained.

3 15. The Indie Author Cross-Defendants and ROES 2 through 20 may be referred to
4 collectively as “Cross-Defendants.”

5 **BACKGROUND ALLEGATIONS**

6 16. As referenced above, RH is a New York Times best-selling author that markets herself
7 as a publisher who can help independent authors sell their books and reach their audiences. RH enters
8 into contracts with authors through her company, QBW, to provide marketing materials to independent
9 authors to market and publish their books. RH has an extensive social media presence on Facebook,
10 Twitter, Instagram, and KBoards, and she markets herself on those platforms. Those social media
11 platforms are the predominate source of marketing and publicity for RH.

12 17. RH’s publishing and marketing business centers around QBW’s contracts with
13 independent authors to provide them with book covers, promotional images, and other marketing
14 incentives, and to ultimately market the author’s independent works in boxed sets with RH’s
15 endorsement. These authors’ books are grouped in box sets by genre or subgenre. RH, through QBW,
16 organizes and then promotes these boxed sets comprised of independent author’s books for sales
17 through e-commerce platforms such as Amazon, Apple, and Barnes and Noble.

18 **The Publishing Business and the Amazon E-Commerce Platform**

19 18. Publishers and independent authors may publish their books and boxed sets for sale on
20 Amazon e-commerce platforms, including Kindle Unlimited (“KU”), through Kindle Direct Publishing
21 (“KDP”). KDP has terms and conditions for publishing content through Amazon, to which publishers
22 and authors must adhere (the “Terms and Conditions”). KDP has discretion under the Terms and
23 Conditions to remove any boxed set or independent work for any reason. KDP also may revoke
24 publisher and author accounts and access at its own discretion.

25 19. KDP exercises their discretion and enforces their policies through their employees at
26 KDP Executive Customer Relations (“ECR”). These employees, or “agents,” determine and enforce
27 KDP policy under the Terms and Conditions. In December of 2016, KDP’s ECR made a change in
28

1 execution of the policy under the Terms and Conditions to not allow independent authors to publish
2 their works if they were also included in a separate boxed set during a set enrollment term.¹
3 Accordingly, KDP’s ECR agents removed boxed sets on Amazon e-commerce platforms, such as KU,
4 that promoted works that were also being independently marketed and sold on such platforms during
5 the enrollment term.

6 20. This change caused many publishers, including RH, to alter their business strategies and
7 to try to obtain exclusive arrangements with their customers for the promotional enrollment term.² On
8 December 23, 2016, RH issued a Facebook post notifying her followers that Amazon began to enforce
9 this policy. RH also provided her customers with various solutions on her social media platforms,
10 including Facebook, Twitter, Instagram, and KBoards. If RH’s customers wanted their book to remain
11 in the boxed set during the promotional term, she would ask that they not independently publish their
12 works in order to perform under the existing contracts (or engage in a number of other options). In the
13 alternative, RH offered to enter into new contracts through QBW with an exclusive arrangement to
14 comply with the new KDP policy.

15 **RH’s Professional Relationship with Garner**

16 21. As referenced in the Complaint, Garner is an independent author who inquired about
17 RH’s publishing and marketing services in August of 2016. Garner was interested in providing three
18 separate books for three separate boxed sets, respectively.³ These boxed sets included the “Myths and
19 Legends Box Set,” the “Spellbound Box Set,” and the “Gypsies After Dark Box Set” (collectively, the
20 “Box Sets”). Garner and RH, on behalf of QBW, entered into one written and two oral agreements for
21 Garner’s entry into the Box Sets in August, September and October of 2016 (the “Contracts”).
22

23 _____
24 ¹ This set 90-day enrollment term, which is an option for KDP publishers, provides for free promotions and other benefits
25 on KU during the set time period. KDP’s ECR had not previously enforced a policy of exclusivity during this term.

26 ² Otherwise, author customers who independently published their books through KDP could compromise sales of the boxed
27 set or otherwise run afoul of KDP ECR’s newly enforced policy, potentially causing the sets to be removed.

28 ³ Garner also entered into a separate written agreement with QBW for a collection, the “Charmed Legacy Collection,”
which requires the author to publish his or her own book separate from RH or any box set. Although this collection is part
of the Complaint, it’s unrelated to the issues in the Cross-Complaint.

1 22. None of the agreed Contracts contained any terms about KDP's Terms and Conditions,
2 and RH did not make any representations to Garner about KDP's Terms and Conditions prior to
3 entering into the Contracts. Rather, the Contracts only make mention that Garner provide her book in
4 electronic format for Amazon by the proposed publication date, and that Garner grant permission that
5 the Box Set be enrolled in KU at the discretion of QBW. The Contracts also required QBW to receive
6 an initial, non-refundable payment, to receive an additional small payment for QBW's expenses, and to
7 perform other services for Garner, and Garner to receive a share of royalties upon sale.

8 **Amazon Institutes Policy Enforcement Change that Affects Garner**

9 23. As referenced above, in December of 2016, KDP's ECR instituted a change in policy
10 enforcement under the Terms and Conditions. The ECR began to implement a rule that prevented RH,
11 through QBW, from marketing and selling the Box Sets on KU without having exclusive rights to the
12 books contained therein, including Garner's works. In other words, under the new policy enforcement,
13 if Garner independently sold her books on KU during the promotional term, she would run afoul of
14 KDP's Terms and Conditions and either Garner's book, or the Box Set, would be removed. This new
15 situation would hinder QBW's and/or Garner's performance under the Contracts without any
16 additional understanding on how to proceed.

17 24. As a result, and as also referenced above, on December 23, 2016, RH issued a Facebook
18 post notifying her followers that Amazon began to enforce this policy and providing options for how to
19 move forward. Garner also received these options to permit QBW to perform under the Contracts
20 given the new KDP policy, including: (i) to not independently publish her books during the Box Sets'
21 promotional term; (ii) to provide new material to use in the Box Sets; or (iii) to choose entirely
22 different books to use in the Box Sets, and to not independently publish those books during the term.
23 RH also indicated to Garner that she could also enter into new contracts with exclusivity terms on
24 account of the new KDP policy.

25 25. None of these options required Garner or other authors to forfeit any return on their
26 investments, nor did they obviate QBW's requirements to perform and publish the Box Sets. They
27 were simply options for Garner (and others) to permit performance and to move forward with the Box
28

1 Sets given the intervening circumstances. However, rather than engage in good faith with RH to
2 perform under the Contracts, Garner declined to move forward. Instead, she demanded her non-
3 refundable payments back, claimed to rescind the Contracts, claimed that QBW breached the
4 Contracts, and filed the above-captioned lawsuit.

5 **The Indie Author Cross-Defendants’ Online Smear Campaign**

6 26. Garner did much more than file the above-captioned lawsuit, however. As discussed
7 more particularly below, she and the other Indie Author Cross-Defendants proceeded to engage in a
8 massive online smear campaign against RH across a number of social media platforms, including
9 Facebook, Twitter, and KBoards. Garner also used this smear campaign to generate funding for this
10 lawsuit on GoGetFunding on the Funding Page, entitled “It Takes a Community to Take Down a
11 Scammer,” and now on the New Funding Page with a similar name. Each of the Indie Author Cross-
12 Defendants have contributed.

13 27. But, the Indie Author Cross-Defendants have also done more than financially contribute
14 to the “cause.” Each of the Indie Author Cross-Defendants have published rank, false, and vitriolic
15 posts about RH throughout their chosen social media platforms. Indeed, Cross-Complainants allege
16 upon information and belief that the Indie Author Cross-Defendants have engaged in this conduct at
17 Garner’s behest, to “take down a scammer” on behalf of the “indie author community.” This, of
18 course, all spawned from a contrived and provable falsehood: That RH is somehow a scammer, thief,
19 criminal, and/or unethical publisher because of her response to the KDP policy change.⁴

20 28. The following defamatory, false, and misleading statements by the Indie Author Cross-
21 Defendants made about RH are merely a snapshot of those that have been posted across the internet:

22 28.1. Stec on Twitter, May 3, 2017: “No book titles no books #fake #lies #SCAM
23 buying her own books by 1000s #usatoday title chasing. Rebecca Hamilton/Gina
24 Kincaid #teamwork”;

25 ⁴ Some of the Indie Author Cross-Defendants’ defamatory statements described herein are also predicated on another
26 falsehood surrounding “gifting” hundreds and thousands of books, which is also not illegal, unethical, in violation of any
27 law or regulation, and does not result in any “scam” or “theft” of money from RH’s (and QBW’s) contracting parties,
28 clients, or customers. RH also does not engage in this type of “gifting” or “improper rank manipulation” and the claim is
provably false.

1 28.2. Stec on Twitter, May 12, 2017: “@IamScamilton @insideindie this has
2 #IamScamilton written all over it. RunRunRun, but you aren’t #Transparent #beware of
3 large buyins”;

4 28.3. Stec on Twitter, May 14, 2017: “Translation: Sponsored Spot – pulled out or
5 kicked out = lost buyin. Gina K = ScamiltonHamilton @IamScamilton
6 @iaminsideindie #beware #scam #lies”;

7 28.4. Stec on Twitter, September 6, 2017: “Theinkmuse is Rebecca Hamilton,
8 @IamScamilton in litigation a #scammer #liar #thieves SheWantsYR\$ before &
9 without promise2Deliver”;

10 28.5. Stec on Facebook, December 30, 2016: “But this year I have been fearful that
11 her tactics were not legal. And her transparency has changed as well...she went ape-
12 shit in a private PM. The accusations were mind-bending...until these last few weeks
13 when she became a threat to my standing with KU, and the honesty I’ve built with my
14 readers”;

15 28.6. Stec on Facebook, December 30, 2016: “I don’t like to manipulate to get things
16 done. There is a reason pages get pulled and sets get pulled”;

17 28.7. Stec on Facebook, December 30, 2016: “She’s broken our verbal contract so, so,
18 so many times, basically renegeing on most of her obligations to make me do more
19 work”;

20 28.8. Stec on Facebook, June 19, 2017: “There is a life after a bullying troll tries to
21 take you down”;

22 28.9. Stec on Facebook, September 6, 2017: “I don’t think they should pull all authors
23 in a set with someone scamming the system”;

24 28.10. Stec on Facebook, September 6, 2017: “I don’t like having been one of her
25 victims”;

26 28.11. Garner on KBoards, May 2, 2017: “Character assassination as a business
27 practice seems like a good way to get in some pretty serious trouble”;

28 28.12. Garner on KBoards, May 2, 2017: “In order to keep doing business with her, a
person needs to be okay with these tactics”;

28.13. Garner on KBoards, May 2, 2017: “Why is it that the biggest bullies always
claim to be the victim of bullying”;

28.14. Garner on KBoards, May 2, 2017: “The attacks have turned especially vicious
and I have solid evidence of them being lies”;

28.15. Garner on KBoards, May 3, 2017: “You cannot say she has never scammed or
conned anyone”;

28.16. Garner on KBoards, May 3, 2017: “Making accusations she knows to be lies”;

28.17. Garner on KBoards, September 11, 2017: “It’s hard to admit we’ve been duped
and taken advantage of”;

1 28.18. Garner on Facebook, May 5, 2017: “I haven’t said much on Facebook about the current struggle I’m in with an unscrupulous book promoter”;

2 28.19. Garner on Facebook, May 5, 2017: “I could convince myself to walk away from the money but not this defamation”;

3 28.20. Garner on Facebook, May 5, 2017: “Right now I’m being called a racist and a piece of shit on twitter by a sock puppet twitter account. Who conducts business like that?”;

4 28.21. West on KBoards, April 28, 2017: “Lest anyone think I sent “the organizer” a death threat...when I posted publicly 2/19/17 that I would never work with Rebecca Hamilton, a fiend of mine who is a former police officer made the joke ‘I don’t know anything about this, but I have your back girlie. And you know I know how to hide the bodies, :)’ all as completely separate comments. Funnily enough, I NEVER tagged “the organizer” in my post, she just up and decided the Rebecca Hamilton I was talking about was her. She picked up that shoe and put it on. Why did I post what I did? Because for like the sixth time when I showed support for another author who felt defrauded...”;

5 28.22. West on KBoards, May 6, 2017: “I believe enough people have felt they’ve been wronged financially and wish to seek recourse”;

6 28.23. West on KBoards, August 26, 2017: “NOT all service providers are bad. Most are very, very awesome. But a few bad actors can hurt this industry so quickly, like [Stinnett] points out. I don’t have the same war chest as [Stinnett], but what I do have I give freely because this isn’t just about [Garner]. It’s about setting a standard...if anyone steps up to work with scores of authors on projects there is an expectation of fair play for everyone”;

7 28.24. West on Facebook, February 18, 2017: “I post this post because I commented publicly on a friend’s threat about my disdain for black hat methodologies of Rebecca Hamilton”;

8 28.25. West on Facebook, February 18, 2017: “But please don’t think those of us who have been at this business for longer than a minute don’t SEE what’s been happening”;

9 28.26. West on Facebook, February 18, 2017: “I would not do a promotion, a boxed set, a shared world, NOTHING with Rebecca Hamilton. Because I’ve had to help far too many work past the fall out when things go wrong”;

10 28.27. Hiatt on KBoards, August 26, 2017: “It’s a way of standing up against scammy service providers in general. A victory here will make them think twice in the future”;

11 28.28. Decker on Facebook, December 31, 2016: “She doesn’t know when to shut up and her own words are what is going to get her whole marketing scheme shut down”;

12 28.29. Decker on Facebook, February 18, 2017: “She knows what she is doing. She knows she’s a fraud” [comment on West’s Facebook post];

13 28.30. Decker on Facebook, February 18, 2017: “People asking you to pay through friend and family are likely evading taxes. Also, if the paypal address to remit payment changes but it is coming from the same person, they’re putting up multiple paypal accounts, probably because their last one was removed” [comment on Stec’s Facebook post];

1 28.31. Decker on Facebook, February 19, 2017: “Those authors are screwing
2 themselves and blaming it on your for calling BS like it is. That jasmine chick writes
3 glowing review for RH as if it’s normal to have author circle jerk review”;

4 28.32. Decker on Facebook, September 6, 2017: “Unless sticking it out means you’re
5 sticking with someone who is cheating in a way that damages your rep as an author”
6 [comment on West’s Facebook post];

7 28.33. Stinnett on KBoards, September 2, 2017: “Most folks in the community known
8 who I am and what I am. Cheaters, bullies, and criminals get no quarter from me. I’ll
9 say it again, so that the opposition can read me loud and clear. Money will NOT be an
10 issue in this proceeding”;

11 28.34. Stinnett on KBoards, November 13, 2017: “The alternative is to let scammers
12 continue taking money out of your pocket. Either way, it’s your money. Do you want
13 it to go to something good and right, or to line the pockets of a cheat?”;

14 28.35. ROE 1 on Twitter, May 25, 2017: “I counted TEN lies in this email. Can you
15 find them?” [embedded post contains RH’s email to KDP ECR concerning public smear
16 campaign];

17 28.36. ROE 1 on Twitter, June 20, 2017: “Scam people out of thousands [check mark]
18 Get banned from Amazon [check mark] Beg money for pregnancy expenses [check
19 mark] Another #Scam [check mark]”;

20 28.37. ROE 1 on Twitter, June 23, 2017: “She IS still running box sets and she has
21 ‘never’ provided appropriate accounting for a single one”;

22 28.38. ROE 1 on Twitter, June 28, 2017: “Rebecca Hamilton & all who pad their
23 sales/wallets by working with her are a huge infected boil on the ass of indie publishing
24 #Scamilton”;

25 28.39. ROE 1 on Twitter, July 23, 2017: “Rebecca Hamilton’s new scam: collecting
26 surgery \$\$ for a baby that may or may not exist. Who she failed to properly insure
27 #Scamilton”;

28 28.40. Constantine on KBoards, April 28, 2017: “First off, I wasn't aware there was an
international broadcast every time a person has a sick child or is pregnant. It's not our
job to know that information nor is it in any way relevant to this discussion. Second,
regardless of what condition you're in, unethical business practices are still unethical.
Being pregnant and having a sick child doesn't suddenly shield you from criticism of
unethical business practices”;

28.41. Constantine on KBoards, April 28, 2017: “I know a lot of ethical authors and I'll
take their word over others whose reputations are...let's say less than stellar”; and

28.42. Constantine on KBoards, April 29, 2017: “But if they’re taking slots you could
have gotten or shoving your book down in the ranks because of unethical practices,
that’s a problem.”

29. These defamatory, false, and misleading posts, in addition to Garner’s posts and the
Indie Author Cross-Defendants’ posts and donations on GoGetFunding on the Funding Page, entitled

1 “It Takes a Community to Take Down a Scammer,” have caused RH significant emotional hardship.
2 They have also caused her potential author customers, as well as her vendors and other clients, to no
3 longer work with her or her company, QBW. And, to make matters worse, Stec and ROES 1-20, and
4 specifically ROE 1, did more than just defame and mislead. They also publicized private information
5 concerning RH, including without limitation an online posting on Twitter from @IamScamilton on
6 May 6, 2017 that RH had a miscarriage.

7 30. As referenced above, this is merely a snapshot of the Indie Author Cross-Defendants’
8 online conspiracy to destroy RH and her company. There are additional websites, such as Passive
9 Voice, where they have engaged in this activity. There are also additional defamatory, misleading,
10 and/or false posts about RH across the internet that are too numerous to list here.⁵ And, they have only
11 gotten worse as this litigation has proceeded, and as the Indie Author Cross-Defendants have poured
12 their financial resources into Garner’s coffers. RH had no choice but to seek injunctive and monetary
13 relief for the damage it has caused her reputation and business at QBW.

14 **FIRST CAUSE OF ACTION**

15 **(For Defamation *Per Se* [Civil Code §§ 45(a), 46] Against All Cross-Defendants, Including ROES**
16 **1-20)**

17 31. Cross-Complainants repeat and incorporate by reference into this cause of action the
18 allegations set forth above as though fully set forth in this cause of action.

19 32. In acting or failing to act as described above, Cross-Defendants, in written text, made
20 defamatory statements about RH online on Facebook, KBoards, Twitter, GoGetFunding, and Passive
21 Voice, including without limitation:

22 32.1. Stec on Twitter, May 3, 2017: “No book titles no books #fake #lies #SCAM
23 buying her own books by 1000s #usatoday title chasing. Rebecca Hamilton/Gina
24 Kincaid #teamwork”;

25
26 ⁵ Cross-Complainants are also aware of additional DOES that have made other defamatory, false, and/or misleading
27 statements about RH not specifically quoted in the Cross-Complaint. As soon as those individuals are identified on their
28 various social media platforms, they will be added to the lawsuit.

1 32.2. Stec on Twitter, May 12, 2017: “@IamScamilton @insideindie this has
2 #IamScamilton written all over it. RunRunRun, but you aren’t #Transparent #beware of
3 large buyins”;

4 32.3. Stec on Twitter, May 14, 2017: “Translation: Sponsored Spot – pulled out or
5 kicked out = lost buyin. Gina K = ScamiltonHamilton @IamScamilton
6 @iaminsideindie #beware #scam #lies”;

7 32.4. Stec on Twitter, September 6, 2017: “Theinkmuse is Rebecca Hamilton,
8 @IamScamilton in litigation a #scammer #liar #thieves SheWantsYR\$ before &
9 without promise2Deliver”;

10 32.5. Stec on Facebook, December 30, 2016: “But this year I have been fearful that
11 her tactics were not legal. And her transparency has changed as well...she went ape-
12 shit in a private PM. The accusations were mind-bending...until these last few weeks
13 when she became a threat to my standing with KU, and the honesty I’ve built with my
14 readers”;

15 32.6. Stec on Facebook, December 30, 2016: “I don’t like to manipulate to get things
16 done. There is a reason pages get pulled and sets get pulled”;

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3 the money but not this defamation”;

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5 piece of shit on twitter by a sock puppet twitter account. Who conducts business like
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6 32.21. West on KBoards, April 28, 2017: “Lest anyone think I sent “the organizer” a
7 death threat...when I posted publicly 2/19/17 that I would never work with Rebecca
8 Hamilton, a fiend of mine who is a former police officer made the joke ‘I don’t know
9 anything about this, but I have your back girlie. And you know I know how to hide the
10 bodies, :)’ all as completely separate comments. Funnily enough, I NEVER tagged “the
11 organizer” in my post, she just up and decided the Rebecca Hamilton I was talking
12 about was her. She picked up that shoe and put it on. Why did I post what I did?
13 Because for like the sixth time when I showed support for another author who felt
14 defrauded...”;

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16 wronged financially and wish to seek recourse”;

17 32.23. West on KBoards, August 26, 2017: “NOT all service providers are bad. Most
18 are very, very awesome. But a few bad actors can hurt this industry so quickly, like
19 [Stinnett] points out. I don’t have the same war chest as [Stinnett], but what I do have I
20 give freely because this isn’t just about [Garner]. It’s about setting a standard...if
21 anyone steps up to work with scores of authors on projects there is an expectation of fair
22 play for everyone”;

23 32.24. West on Facebook, February 18, 2017: “I post this post because I commented
24 publicly on a friend’s threat about my disdain for black hat methodologies of Rebecca
25 Hamilton”;

26 32.25. West on Facebook, February 18, 2017: “But please don’t think those of us who
27 have been at this business for longer than a minute don’t SEE what’s been happening”;

28 32.26. West on Facebook, February 18, 2017: “I would not do a promotion, a boxed
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32.27. Hiatt on KBoards, August 26, 2017: “It’s a way of standing up against scammy
service providers in general. A victory here will make them think twice in the future”;

32.28. Decker on Facebook, December 31, 2016: “She doesn’t know when to shut up
and her own words are what is going to get her whole marketing scheme shut down”;

32.29. Decker on Facebook, February 18, 2017: “She knows what she is doing. She
knows she’s a fraud” [comment on West’s Facebook post];

32.30. Decker on Facebook, February 18, 2017: “People asking you to pay through
friend and family are likely evading taxes. Also, if the paypal address to remit payment
changes but it is coming from the same person, they’re putting up multiple paypal
accounts, probably because their last one was removed” [comment on Stec’s Facebook
post];

1 32.31. Decker on Facebook, February 19, 2017: “Those authors are screwing
2 themselves and blaming it on your for calling BS like it is. That jasmine chick writes
3 glowing review for RH as if it’s normal to have author circle jerk review”;

4 32.32. Decker on Facebook, September 6, 2017: “Unless sticking it out means you’re
5 sticking with someone who is cheating in a way that damages your rep as an author”
6 [comment on West’s Facebook post];

7 32.33. Stinnett on KBoards, September 2, 2017: “Most folks in the community known
8 who I am and what I am. Cheaters, bullies, and criminals get no quarter from me. I’ll
9 say it again, so that the opposition can read me loud and clear. Money will NOT be an
10 issue in this proceeding”;

11 32.34. Stinnett on KBoards, November 13, 2017: “The alternative is to let scammers
12 continue taking money out of your pocket. Either way, it’s your money. Do you want
13 it to go to something good and right, or to line the pockets of a cheat?”;

14 32.35. ROE 1 on Twitter, May 25, 2017: “I counted TEN lies in this email. Can you
15 find them?” [embedded post contains RH’s email to KDP ECR concerning public smear
16 campaign];

17 32.36. ROE 1 on Twitter, June 20, 2017: “Scam people out of thousands [check mark]
18 Get banned from Amazon [check mark] Beg money for pregnancy expenses [check
19 mark] Another #Scam [check mark]”;

20 32.37. ROE 1 on Twitter, June 23, 2017: “She IS still running box sets and she has
21 ‘never’ provided appropriate accounting for a single one”;

22 32.38. ROE 1 on Twitter, June 28, 2017: “Rebecca Hamilton & all who pad their
23 sales/wallets by working with her are a huge infected boil on the ass of indie publishing
24 #Scamilton”;

25 32.39. ROE 1 on Twitter, July 23, 2017: “Rebecca Hamilton’s new scam: collecting
26 surgery \$\$ for a baby that may or may not exist. Who she failed to properly insure
27 #Scamilton”;

28 32.40. Constantine on KBoards, April 28, 2017: “First off, I wasn't aware there was an
international broadcast every time a person has a sick child or is pregnant. It's not our
job to know that information nor is it in any way relevant to this discussion. Second,
regardless of what condition you're in, unethical business practices are still unethical.
Being pregnant and having a sick child doesn't suddenly shield you from criticism of
unethical business practices”;

32.41. Constantine on KBoards, April 28, 2017: “I know a lot of ethical authors and I'll
take their word over others whose reputations are...let's say less than stellar”; and

32.42. Constantine on KBoards, April 29, 2017: “But if they’re taking slots you could
have gotten or shoving your book down in the ranks because of unethical practices,
that’s a problem.”

33. Upon information and belief, these defamatory posts, in addition to Garner’s posts and
the Cross-Defendants’ posts and donations on GoGetFunding on the Funding Page, entitled “It Takes a

1 Community to Take Down a Scammer,” which is also a defamatory title, have been reviewed by
2 Cross-Complainants’ clients, vendors, contracting parties, authors, and customers online, and they
3 reasonably understood that the above statement(s) were about RH.

4 34. Furthermore, Cross-Complainants’ clients, vendors, contracting parties, authors, and
5 customers reasonably understood the above statement(s) to charge RH with crimes, such as monetary
6 theft, conspiracy, fraud, or other criminal scam, either literally, through innuendo, or inducement.
7 Moreover, the above statement(s) tend directly to injure RH in respect to her profession as a publisher
8 and marketer, on behalf of herself and QBW, by imputing to her general disqualification in those
9 respects (i.e., scamming authors), and by imputing something with reference to her profession that has
10 a natural tendency to lessen profits.

11 35. Cross-Complainants allege upon information and belief that Cross-Defendants
12 maliciously, recklessly, and negligently made the above statement(s) without using reasonable care to
13 determine the truth or falsity of the statement(s). More importantly, the above-referenced
14 representations are (and were) demonstrably false. In fact, Cross-Complainants further allege that
15 Cross-Defendants knew the statement(s) were (and are) false, and acted with malice, oppression, and
16 fraud in any regard.

17 36. In acting or failing to act as described above, Cross-Defendants’ conduct was a
18 substantial factor in causing harm to RH’s publishing and marketing business at QBW, her finances,
19 and her reputation. Further, RH has suffered shame, mortification, and hurt feelings, and the
20 statement(s) in part resulted in significant financial damages in the form of lost income. Upon
21 information and belief, Cross-Defendants’ defamatory statements were not privileged.

22 37. As a direct and proximate result of the wrongful actions and inactions of Cross-
23 Defendants, Cross-Complainants allege upon information and belief that they have been damaged in at
24 least the sum of \$305,335.00, with the exact amount to be proven at time of trial.

25 38. In acting or failing to act as described above, Cross-Defendants acted with oppression,
26 fraud, and malice, and thus Cross-Complainants are entitled to an award of punitive damages for the
27 sake of example and by way of punishment.
28

1 **SECOND CAUSE OF ACTION**

2 **(For Defamation *Per Quod* Against All Cross-Defendants, Including ROES 1-20)**

3 39. Cross-Complainants repeat and incorporate by reference into this cause of action the
4 allegations set forth above as though fully set forth in this cause of action.

5 40. In acting or failing to act as described above, Cross-Defendants, in written text, made
6 defamatory statements about RH online on Facebook, KBoards, Twitter, GoGetFunding, and Passive
7 Voice, including without limitation:

8 40.1. Stec on Twitter, May 3, 2017: “No book titles no books #fake #lies #SCAM
9 buying her own books by 1000s #usatoday title chasing. Rebecca Hamilton/Gina
Kincaid #teamwork”;

10 40.2. Stec on Twitter, May 12, 2017: “@IamScamilton @insideindie this has
11 #IamScamilton written all over it. RunRunRun, but you aren’t #Transparent #beware of
large buyins”;

12 40.3. Stec on Twitter, May 14, 2017: “Translation: Sponsored Spot – pulled out or
13 kicked out = lost buyin. Gina K = ScamiltonHamilton @IamScamilton
@iaminsideindie #beware #scam #lies”;

14 40.4. Stec on Twitter, September 6, 2017: “Theinkmuse is Rebecca Hamilton,
15 @IamScamilton in litigation a #scammer #liar #thieves SheWantsYR\$ before &
without promise2Deliver”;

16 40.5. Stec on Facebook, December 30, 2016: “But this year I have been fearful that
17 her tactics were not legal. And her transparency has changed as well...she went ape-
shit in a private PM. The accusations were mind-bending...until these last few weeks
18 when she became a threat to my standing with KU, and the honesty I’ve built with my
readers”;

19 40.6. Stec on Facebook, December 30, 2016: “I don’t like to manipulate to get things
20 done. There is a reason pages get pulled and sets get pulled”;

21 40.7. Stec on Facebook, December 30, 2016: “She’s broken our verbal contract so, so,
22 so many times, basically renegeing on most of her obligations to make me do more
work”;

23 40.8. Stec on Facebook, June 19, 2017: “There is a life after a bullying troll tries to
take you down”;

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25 in a set with someone scamming the system”;

26 40.10. Stec on Facebook, September 6, 2017: “I don’t like having been one of her
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28 practice seems like a good way to get in some pretty serious trouble”;

- 1 40.12. Garner on KBoards, May 2, 2017: “In order to keep doing business with her, a
2 person needs to be okay with these tactics”;
- 3 40.13. Garner on KBoards, May 2, 2017: “Why is it that the biggest bullies always
4 claim to be the victim of bullying”;
- 5 40.14. Garner on KBoards, May 2, 2017: “The attacks have turned especially vicious
6 and I have solid evidence of them being lies”;
- 7 40.15. Garner on KBoards, May 3, 2017: “You cannot say she has never scammed or
8 conned anyone”;
- 9 40.16. Garner on KBoards, May 3, 2017: “Making accusations she knows to be lies”;
- 10 40.17. Garner on KBoards, September 11, 2017: “It’s hard to admit we’ve been duped
11 and taken advantage of”;
- 12 40.18. Garner on Facebook, May 5, 2017: “I haven’t said much on Facebook about the
13 current struggle I’m in with an unscrupulous book promoter”;
- 14 40.19. Garner on Facebook, May 5, 2017: “I could convince myself to walk away from
15 the money but not this defamation”;
- 16 40.20. Garner on Facebook, May 5, 2017: “Right now I’m being called a racist and a
17 piece of shit on twitter by a sock puppet twitter account. Who conducts business like
18 that?”;
- 19 40.21. West on KBoards, April 28, 2017: “Lest anyone think I sent “the organizer” a
20 death threat...when I posted publicly 2/19/17 that I would never work with Rebecca
21 Hamilton, a fiend of mine who is a former police officer made the joke ‘I don’t know
22 anything about this, but I have your back girlie. And you know I know how to hide the
23 bodies, :)’ all as completely separate comments. Funnily enough, I NEVER tagged “the
24 organizer” in my post, she just up and decided the Rebecca Hamilton I was talking
25 about was her. She picked up that shoe and put it on. Why did I post what I did?
26 Because for like the sixth time when I showed support for another author who felt
27 defrauded...”;
- 28 40.22. West on KBoards, May 6, 2017: “I believe enough people have felt they’ve been
wronged financially and wish to seek recourse”;
- 40.23. West on KBoards, August 26, 2017: “NOT all service providers are bad. Most
are very, very awesome. But a few bad actors can hurt this industry so quickly, like
[Stinnett] points out. I don’t have the same war chest as [Stinnett], but what I do have I
give freely because this isn’t just about [Garner]. It’s about setting a standard...if
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- 40.24. West on Facebook, February 18, 2017: “I post this post because I commented
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4 service providers in general. A victory here will make them think twice in the future”;

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6 and her own words are what is going to get her whole marketing scheme shut down”;

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8 knows she’s a fraud” [comment on West’s Facebook post];

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11 changes but it is coming from the same person, they’re putting up multiple paypal
12 accounts, probably because their last one was removed” [comment on Stec’s Facebook
13 post];

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16 glowing review for RH as if it’s normal to have author circle jerk review”;

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18 sticking with someone who is cheating in a way that damages your rep as an author”
19 [comment on West’s Facebook post];

20 40.33. Stinnett on KBoards, September 2, 2017: “Most folks in the community known
21 who I am and what I am. Cheaters, bullies, and criminals get no quarter from me. I’ll
22 say it again, so that the opposition can read me loud and clear. Money will NOT be an
23 issue in this proceeding”;

24 40.34. Stinnett on KBoards, November 13, 2017: “The alternative is to let scammers
25 continue taking money out of your pocket. Either way, it’s your money. Do you want
26 it to go to something good and right, or to line the pockets of a cheat?”;

27 40.35. ROE 1 on Twitter, May 25, 2017: “I counted TEN lies in this email. Can you
28 find them?” [embedded post contains RH’s email to KDP ECR concerning public smear
campaign];

40.36. ROE 1 on Twitter, June 20, 2017: “Scam people out of thousands [check mark]
Get banned from Amazon [check mark] Beg money for pregnancy expenses [check
mark] Another #Scam [check mark]”;

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40.38. ROE 1 on Twitter, June 28, 2017: “Rebecca Hamilton & all who pad their
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#Scamilton”;

40.39. ROE 1 on Twitter, July 23, 2017: “Rebecca Hamilton’s new scam: collecting
surgery \$\$ for a baby that may or may not exist. Who she failed to properly insure
#Scamilton”;

1 40.40. Constantine on KBoards, April 28, 2017: “First off, I wasn't aware there was an
2 international broadcast every time a person has a sick child or is pregnant. It's not our
3 job to know that information nor is it in any way relevant to this discussion. Second,
4 regardless of what condition you're in, unethical business practices are still unethical.
5 Being pregnant and having a sick child doesn't suddenly shield you from criticism of
6 unethical business practices”;

7 40.41. Constantine on KBoards, April 28, 2017: “I know a lot of ethical authors and I'll
8 take their word over others whose reputations are...let's say less than stellar”;

9 40.42. Constantine on KBoards, April 29, 2017: “But if they're taking slots you could
10 have gotten or shoving your book down in the ranks because of unethical practices,
11 that's a problem.”

12 41. Upon information and belief, these defamatory posts, in addition to Garner's posts and
13 Cross-Defendants' posts and donations on GoGetFunding on the Funding Page, entitled “It Takes a
14 Community to Take Down a Scammer,” which is also a defamatory title, have been reviewed by
15 Cross-Complainants' clients, vendors, contracting parties, authors, and customers online, and they
16 reasonably understood that the above statement(s) were about RH.

17 42. Given the surrounding circumstances, the statement(s) tended to injure Cross-
18 Complainants in the publishing and marketing profession. As discussed above, RH, through QBW,
19 actively contracts with authors or has made prior or burgeoning publisher-author relationships with
20 these individuals. RH also actively contracts and works with various vendors and clients through
21 QBW. These statement(s), made publicly online where Cross-Complainants' clients, vendors,
22 contracting parties, and customers review them, exposed RH to hatred, contempt, ridicule and shame,
23 and operated to discourage these individuals from associating or dealing with RH.

24 43. Cross-Complainants allege upon information and belief that Cross-Defendants
25 maliciously, recklessly, and negligently made the above statement(s) without using reasonable care to
26 determine the truth or falsity of the statement(s). More importantly, the above-referenced
27 representations are (and were) demonstrably false. In fact, Cross-Complainants further allege that
28 Cross-Defendants knew the statement(s) were (and are) false, and acted with malice, oppression, and
fraud in any regard.

44. In acting or failing to act as described above, Cross-Defendants' conduct was a
substantial factor in causing harm to RH's publishing and marketing business at QBW, her finances,

1 and her reputation. Further, RH has suffered shame, mortification, and hurt feelings, and the
2 statement(s) in part resulted in significant financial damages in the form of lost income. Upon
3 information and belief, Cross-Defendants' defamatory statements were not privileged.

4 45. As a direct and proximate result of the wrongful actions and inactions of Cross-
5 Defendants, Cross-Complainants allege upon information and belief that they have been damaged in at
6 least the sum of \$305,335.00, with the exact amount to be proven at time of trial.

7 46. In acting or failing to act as described above, Cross-Defendants acted with oppression,
8 fraud, and malice, and thus Cross-Complainants are entitled to an award of punitive damages for the
9 sake of example and by way of punishment.

10 **THIRD CAUSE OF ACTION**

11 **(For Intentional Infliction of Emotional Distress Against All Cross-Defendants, Including ROES**

12 **1-20)**

13 47. RH repeats and incorporates by reference into this cause of action the allegations set
14 forth above as though fully set forth in this cause of action.

15 48. In acting or failing to act as described above, RH alleges upon information and belief
16 that Cross-Defendants *intended* to cause RH severe emotional distress. Moreover, Cross-Defendants'
17 conduct was extreme and outrageous, and RH alleges that Cross-Defendants acted with reckless
18 disregard of the probability that RH would suffer emotional distress, knowing that the conduct was
19 directed at RH and that RH was present online when the conduct occurred.

20 49. As a result of the foregoing, RH suffered severe emotional distress. In addition, Cross-
21 Defendants' above-described conduct was a substantial factor in causing RH's severe emotional
22 distress, with which an ordinary and reasonable person would be unable to cope.

23 50. As a direct and proximate result of the wrongful actions and inactions of Cross-
24 Defendants, RH alleges upon information and belief that she has been damaged in at least the sum of
25 \$100,000.00, with the exact amount to be proven at time of trial.

1 **SEVENTH CAUSE OF ACTION**

2 **(For Negligent Interference with Prospective Economic Advantage Against All Cross-**
3 **Defendants, Including ROES 1-20)**

4 71. Cross-Complainants repeat and incorporate by reference into this cause of action the
5 allegations set forth above as though fully set forth in this cause of action.

6 72. At all relevant times, RH, through QBW, was in an economic relationship with her
7 clients, customers, authors, and other professional associates in the publishing and marketing business,
8 which probably would have resulted in an economic benefit to Cross-Complainants. In acting or
9 failing to act as described above, Cross-Complainants allege upon information and belief that Cross-
10 Defendants knew or should have known of the above economic relationships. Further, Cross-
11 Defendants knew or should have known that those relationships would be disrupted if they failed to act
12 with reasonable care.

13 73. Cross-Complainants further allege upon information and belief that Cross-Defendants
14 engaged in the wrongful conduct alleged above and that these economic relationships were disrupted
15 as a result. Indeed, Cross-Complainants allege that Cross-Defendants' conduct was a substantial factor
16 in causing harm to RH's business at QBW, her finances, and her reputation.

17 74. As a direct and proximate result of the wrongful actions and inactions of Cross-
18 Defendants, Cross-Complainants allege upon information and belief that they have been damaged in at
19 least the sum of \$205,335.00, with the exact amount to be proven at time of trial.

20 **EIGHTH CAUSE OF ACTION**

21 **(For Unfair Business Practices [Bus. & Prof Code § 17200 et seq.] Against All Cross-Defendants,**
22 **Including ROES 1-20)**

23 75. Cross-Complainants repeat and incorporate by reference into this cause of action the
24 allegations set forth above as though fully set forth in this cause of action.

25 76. In acting or failing to act as described above, Cross-Complainants allege upon
26 information and belief that Cross-Defendants engaged in unfair and/or fraudulent business practices as
27 defined by Business and Professions Code section 17200 et seq.
28

1 77. These unfair business practices include all of the above-described wrongful conduct,
2 including the unreasonable conduct relating to the defamation of RH and her publishing and marketing
3 business at QBW, as well as the unlawful interference with Cross-Complainants' clients, customers,
4 authors, and professional associates.

5 78. As a direct and proximate result of the wrongful actions and inactions of Cross-
6 Defendants, Cross-Complainants allege upon information and belief that they have been damaged in at
7 least the sum of \$205,335.00, with the exact amount to be proven at time of trial.

8 79. Cross-Complainants are also entitled to injunctive relief to enjoin Cross-Defendants
9 from continuing these unfair business practices, as well as restitution under Business and Professions
10 Code section 17203.

11
12 WHEREFORE, Cross-Complainants pray for relief as follows:

13 1. For Cross-Complainants' general, special, and/or compensatory damages, Cross-
14 Complainants' lost profits and RH's emotional distress and reputational damage in at least the sum of
15 \$305,335.00, jointly and severally as to each of the Cross-Defendants, with the exact amount to be
16 proven at time of trial;

17 2. For pre-judgment interest at the maximum legal rate in an amount to be proven at time
18 of trial;

19 3. For punitive damages according to proof (as to the 1st, 2nd, 3rd, 4th, 5th, and 6th causes of
20 action only);

21 4. For injunctive relief enjoining Cross-Defendants from continuing to defame and
22 interfere with RH and her publishing and marketing business with QBW; and

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5. For such other relief as the Court deems just and proper.

Dated: November 29, 2017

KUSHNER CARLSON, PC

By: _____

MICHAEL B. KUSHNER
JONATHAN D. KENT
JONATHAN P. SCHMIDT
Attorneys for Defendants and Cross-Complainants