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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

SOFIA URBIETA, fka/aka SOFIA LAINE,

Plaintiff,

vs.

VANESSA BRYANT; VANESSA BRYANT
TRUST; KOBE BRYANT TRUST; ESTATE
OF KOBE BRYANT; PACIFICA TRUST;
and DOES 1-100, Inclusive,

Defendants.

Case No. 30-2020-01174715-CU-FR-CJC

COMPLAINT FOR DAMAGES

Assigned for All Purposes

Judge Derek W. Hunt

JURY TRIAL REQUESTED

COMES NOW PLAINTIFF SOFIA URBIETA, who alleges against all Defendants as follows:

INTRODUCTION

1. Plaintiff is the mother of Vanessa Bryant and the mother-in-law of the now deceased Kobe Bryant. Plaintiff is 68 years old and has been a long-time personal assistant and nanny for Vanessa Bryant and Kobe Bryant (“the Bryants”) and was never paid for her services despite promises to the contrary by Kobe Bryant. Specifically, Kobe Bryant promised to take care of Plaintiff financially for the rest of her life. Unfortunately, Kobe Bryant’s promises did

not see the light of day as he is now deceased, and Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryants' representations, agreements and promises at any stage. Kobe Bryant died on January 26, 2020.

JURISDICTION AND VENUE

2. The Court has personal jurisdiction over the Defendants because they are residents of and/or doing business in the State of California.

3. Venue is proper under *Code of Civil Procedure section 395* because some or all of the parties are residents of Orange County or are doing or did business in Orange County at all times relevant herein.

4. Plaintiff is informed and believes and based upon such information and belief alleges that at all times mentioned herein, the allegations, acts and harm to Plaintiff giving rise to this lawsuit occurred in Orange County, California.

PARTIES

5. At all times mentioned herein, Plaintiff SOFIA URBIETA ("Plaintiff") is a resident of Orange County, California.

6. At all times relevant to this Complaint, the Defendant VANESSA BRYANT is a resident of Orange County, California.

7. At all times relevant to this Complaint, Defendant, VANESSA BRYANT TRUST is a California entity doing business in the State of California, County of Orange.

8. At all times relevant to this Complaint, Defendant, KOBE BRYANT TRUST is a California entity doing business in the State of California, County of Orange.

9. At all times relevant to this Complaint, Defendant, ESTATE OF KOBE BRYANT is a California entity doing business in the State of California, County of Orange.

10. At all times relevant to this Complaint, Defendant, PACIFICA TRUST is a California entity doing business in the State of California, County of Orange.

11. Plaintiff alleges that the true names or capacities whether individual, corporate, associate, or otherwise of the Defendants, DOES 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of this court to amend this complaint to allege the true names and capacities of DOES 1 through 100, inclusive, when Plaintiff ascertains the identity of such Defendants. Plaintiff is informed and believes and based upon such information and belief alleges that each of these Defendants designated as DOE is responsible in some manner for the acts and omissions which damaged the Plaintiff, and that Plaintiff damages as alleged herein were proximately caused by their actions or omissions.

12. Plaintiff is informed and believes and based upon such information and belief alleges that at all times herein mentioned, each of the Defendants, and DOES 1 through 100, and each of them, were the servants, agents, employees, alter egos, superiors, and/or co-conspirators of each of the remaining Defendants, and in doing the things herein alleged, were acting within the course and scope of said agency, as servants, agents, employees, alter egos, superiors, and/or co-conspirators, and with the permission and consent of their co-Defendants and, consequently, each Defendant named herein, and those Defendants named herein as DOES 1 through 100, inclusive, are jointly and severally liable to Plaintiff for the damages and harm sustained as a result of their wrongful conduct as alleged herein. Furthermore, Plaintiff is informed and believes and based upon such information and belief further avers that at all times

herein mentioned, each of the Defendants, and DOES 1 through 100, and each of them is contractually, strictly, negligently, intentionally, vicariously liable and otherwise legally responsible in some manner for the acts and omissions as described herein. Plaintiff will seek leave of this court to amend this complaint to set forth the true names and capacities of DOES 1 through 100, inclusive, when Plaintiff ascertains the identity of such Defendants.

FACTUAL ALLEGATIONS

13. Plaintiff has personally taken care of each one of the Bryants' children and has been on-call 24/7 in the event that the Bryants needed her. When Kobe Bryant and Vanessa Bryant travelled, attended sporting events, worked, or left for romantic getaways together, Plaintiff was tasked with attending to the Bryants' affairs and looking after their children. When the Bryants travelled, Plaintiff would watch the Bryants' children and would stay in a room when doing so.

14. On a daily basis, for nearly eighteen (18) years, Vanessa Bryant gave Plaintiff a grueling schedule and detailed instructions on taking care of the Bryants' children. Plaintiff was forced to work over twelve (12) hours per day with no meal or rest breaks. Plaintiff was never paid for this work and even worked through holidays and weekends.

15. After the birth of the Bryants' first child, Kobe Bryant told Plaintiff that if Plaintiff took care of his child, he would take care of Plaintiff financially for the rest of her life. The Bryants went on to have three more children, all of whom, at the direction of the Bryants, Plaintiff served as a nanny for and took care of.

16. Plaintiff and defendants entered into an oral contract. Prior to his death, Kobe Bryant repeatedly promised to take care of Plaintiff financially in exchange for her many years of work for his family, and to this end, bought her a home at 4 Windemere Ct, Newport Coast,

CA 92657 (“Sofia’s First House” or “Windemere”) for \$2,650,000.00. Although the home was not in her name, the Bryants told Plaintiff that title would be held in their name or in the name of a trust for Plaintiff’s own protection. This was believable given that all of the Bryants’ assets were in a trust and Plaintiff thought the Bryants had her best interest at heart. Furthermore, Plaintiff’s job, in part, with the Bryants was to take care of the Bryants’ children, which allowed the Bryants to have more children. This was further reason for Kobe Bryant to make several promises to Plaintiff, including the promises related to the homes.

17. Vanessa Bryant was envious of Plaintiff’s mother-in-law and son-in-law relationship with Kobe Bryant. The Bryants eventually sold Sofia’s First House for \$3,220,000.00 and, ironically, used the proceeds from that sale to purchase 54 Shady Lane, Irvine, CA 92603 (“Sofia’s Second House” or “Shady Lane”) for \$1,700,000.00. The street name “Shady Lane” couldn’t be more befitting for the way the Bryants’ treated Plaintiff. After the purchase of Sofia’s Second House, Sofia had a balance of \$1,520,000.00, from the sale of the Windemere House, which was wrongfully withheld from her. The Bryants promised over and over to give her the balance from the sale but never did. The last promise was made shortly before Kobe Bryant’s death in January 2020.

18. Additionally, prior to his death, Kobe Bryant pushed Vanessa Bryant to release the \$1,520,000.00 to Plaintiff. Vanessa Bryant verbally told Kobe Bryant and Plaintiff that she would do so. Kobe Bryant also pushed Vanessa Bryant to buy the Shady Lane house, after the sale of the Windemere house, for Plaintiff.

19. Upon information and belief, Kobe Bryant bequeathed the two properties into the Vanessa Bryant Trust, Kobe Bryant Trust and/or Pacifica Trust (collectively, the “Trusts”). To date, Plaintiff has been prevented from inspecting the Trusts and has not been otherwise

notified. Upon information and belief, Vanessa Bryant is concealing Kobe Bryant's wishes and promises in the Trusts to the detriment of her mother, the Plaintiff.

20. After Kobe Bryant's passing, Plaintiff was in a weakened state and was taking the news of the loss of her granddaughter and Kobe Bryant extremely hard. On or around March 6, 2020, amid Plaintiff's grieving, Vanessa Bryant informed Plaintiff that she would have to move out of Shady Lane because Vanessa Bryant thought it would be in Plaintiff's best interest to sell the home so that Plaintiff could move in with her. Vanessa Bryant instructed Plaintiff to sell all her belongings because she was only to move into Vanessa Bryant's house with just her clothes.

21. Plaintiff did as Vanessa Bryant instructed. She packed her belongings, sold her furniture, and began to move her clothes into Vanessa Bryant's house. In fact, Vanessa Bryant sent six (6) unmasked movers to help her during the Coronavirus pandemic. Plaintiff was concerned for her safety as a result.

22. Plaintiff was never able to move her items to Vanessa Bryant's house. To her surprise, Vanessa Bryant re-routed Plaintiff to an apartment that she believed was under Vanessa Bryant's name. Plaintiff later found out that Vanessa Bryant's employee "Cate", at the direction of Vanessa Bryant, forged her name on the lease application for the apartment, and inputted \$200,000.00 per year as Plaintiff's wages, which is a true and correct reflection of Plaintiff's hourly wage of \$96.15 per hour. Not only did Defendants forge the rental application, but Defendants also promised to sell Shady Lane on Plaintiff's behalf, and move Plaintiff into Vanessa Bryant's house, so that Plaintiff would not have to grieve alone.

23. After Vanessa Bryant moved Plaintiff into the fraudulently obtained apartment, Vanessa Bryant converted Plaintiff's vehicle. Specifically, Vanessa Bryant told Plaintiff that

she wanted to take Plaintiff's vehicle to the mechanic for scheduled maintenance but, once she obtained Plaintiff's vehicle, sold the vehicle instead. As a result of Vanessa Bryant's actions, Plaintiff was left alone in an empty apartment, with no vehicle, and no cable (Vanessa Bryant cancelled her cable tv subscription). Vanessa Bryant purposefully isolated Plaintiff in an empty apartment where she was left to deal with the painful death of Kobe Bryant and her granddaughter alone. Plaintiff became extremely depressed due to her forced isolation.

24. Notably, after Vanessa Bryant took Plaintiff's vehicle through deceitful means, Plaintiff was without a vehicle and had no choice but to walk everywhere for months. Plaintiff even had to walk to the grocery store and walk back home carrying heavy loads of groceries due to Vanessa Bryant's conduct.

25. While Kobe Bryant was alive, he continuously promised to Plaintiff that he would always take care of her, including, but not limited to, paying for her health insurance, which amounts to \$300 per month. After Kobe Bryant's death, Vanessa Bryant cancelled and cut off Plaintiff's health insurance knowing full well that Plaintiff could not endure the expense of her insurance plan. This is notable given Plaintiff suffers from serious health issues and almost died in 2010. Despite the aforementioned, Vanessa Bryant took the malicious step to cut her own mother out of everything, including health insurance.

26. Not long prior to Kobe Bryant's death, in or about 2019, Kobe Bryant promised to pay the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. In reliance on Kobe Bryant's promise, and at the direction of Kobe Bryant, Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit card. Plaintiff

was never compensated for the bed as Vanessa Bryant put a stop to this promise after Kobe Bryant's death.

27. Not long after Kobe Bryant's passing, Vanessa Bryant began attending social events in the evenings while leaving her children at home with Plaintiff. Plaintiff voiced concerns to Vanessa Bryant that Plaintiff did not condone Vanessa Bryant's behavior. Plaintiff believed this was extremely inappropriate and troubling and told Vanessa Bryant that she should be at home mourning the death of Kobe Bryant and their daughter, Gigi, as opposed to going out socially. Vanessa Bryant was agitated by the advice that Plaintiff gave her. In retaliation, Vanessa Bryant embarked on a mission to cut Plaintiff off physically and financially.

28. In March 2020, Vanessa Bryant terminated Plaintiff's employment. In furtherance of said termination, Vanessa Bryant removed Plaintiff's name and authorization to enter the security gates to Vanessa Bryant's home. Moreover, Vanessa Bryant moved to a different home with her children and changed her telephone number, making it impossible for Plaintiff to reach Vanessa Bryant and her grandchildren.

29. Additionally, Plaintiff is hurt the most by Vanessa Bryant's refusal to allow her to see her grandchildren. Vanessa Bryant has completely alienated Plaintiff, her elderly grieving mother, from all the family that she has which is causing Plaintiff severe emotional distress. Because of Vanessa Bryant's treatment, Plaintiff has developed high blood pressure, is at a high risk for having a stroke, and is under the care of a treating physician.

30. On or about October 19, 2020, Plaintiff requested from Vanessa Bryant that Plaintiff be given the Shady Lane house back, since it was hers as promised by Kobe Bryant. On October 21, 2020, Vanessa Bryant listed the Shady Lane house for sale and marketed the

house as Kobe and Vanessa Bryant's investment property in an effort to quickly sell the home to the detriment of Plaintiff. Vanessa Bryant knew very well that the Shady lane house was not the Bryants' investment house, as it was Plaintiff's personal residence. Vanessa Bryant sold the home on October 27, 2020 for \$2,000,000.00.

31. Plaintiff reasonably relied on Defendants' representation to pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property, to her detriment. Plaintiff substantially changed her position in that she worked 24/7 for the Bryant's in reliance on Defendants' promises. Had Plaintiff known that Defendants would not honor their representations, Plaintiff would not have worked 24/7 for Vanessa Bryant and could have, and would have, devoted her time to other jobs and tasks instead.

32. Defendants' conduct was despicable and done so in a willful and conscious disregard of the rights or safety of Plaintiff, and subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is entitled to an award of punitive damages.

FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(Against all Defendants)

33. Plaintiff reincorporates by reference all of the preceding paragraphs.

34. Plaintiff and Defendants entered into an oral contract. Specifically, prior to his death, Kobe Bryant repeatedly promised to take care of Plaintiff financially for life in exchange for her services as a nanny and caretaker for the Bryants' children. To this end, Kobe Bryant bought Plaintiff Sofia's First House for \$2,650,000.00. Although the home was not in her name, the Bryants' told Plaintiff that title would be held in their name or in the name of a trust for Plaintiff's own protection. The Bryants eventually sold Sofia's First House for

\$3,220,000.00 and, ironically, used the proceeds from that sale to purchase Sofia's Second House for \$1,700,000.00. After the purchase of Sofia's Second House, Sofia had a balance of \$1,520,000.00 which was wrongfully withheld from her. The Bryants promised over and over to give her the balance from the sale but never did.

35. On October 21, 2020, Vanessa Bryant listed the Sofia's Second House for sale and marketed the house as Kobe and Vanessa Bryant's investment property in an effort to quickly sell the home to the detriment of Plaintiff. Vanessa Bryant sold the home on October 27, 2020 for \$2,000,000.00.

36. Plaintiff did all, or substantially all, of the significant things that the contract required her to do. At the time the contract was entered into, the Bryants had only one child, Natalia. Plaintiff took care and watched all the Bryants' children for approximately 18 years.

37. That Defendants failed to provide Plaintiff with the \$1,520,000.00 balance, in addition to Sofia's Second House.

38. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

39. Defendant's breach of the contract was a substantial factor in Plaintiff's harm.

SECOND CAUSE OF ACTION
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against all Defendants)

40. Plaintiff reincorporates by reference all of the preceding paragraphs.

41. Plaintiff and Defendants entered into an oral contract. Specifically, prior to his death, Kobe Bryant repeatedly promised to take care of Plaintiff financially for life in exchange for her services as a nanny and caretaker for the Bryants' children. To this end, Kobe Bryant bought Plaintiff Sofia's First House for \$2,650,000.00. Although the home was not in her name, the Bryants' told Plaintiff that title would be held in their name or in the name of a trust

for Plaintiff's own protection. The Bryants eventually sold Sofia's First House for \$3,220,000.00 and, ironically, used the proceeds from that sale to purchase Sofia's Second House for \$1,700,000.00. After the purchase of Sofia's Second House, Sofia had a balance of \$1,520,000.00 which was wrongfully withheld from her. The Bryants promised over and over to give her the balance from the sale but never did.

42. On October 21, 2020, Vanessa Bryant listed the Sofia's Second House for sale and marketed the house as Kobe and Vanessa Bryant's investment property in an effort to quickly sell the home to the detriment of Plaintiff. Vanessa Bryant sold the home on October 27, 2020 for \$2,000,000.00.

43. Plaintiff did all, or substantially all, of the significant things that the contract required her to do.

44. That Defendants failed to provide Plaintiff with the \$1,520,000.00 balance, in addition to Sofia's Second House. The aforementioned conduct committed by Defendants prevented Plaintiff from receiving the benefits under the contract. That by doing so, Defendants did not act fairly and in good faith.

45. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

THIRD CAUSE OF ACTION
PROMISSORY ESTOPPEL
(Against all Defendants)

46. Plaintiff reincorporates by reference all of the preceding paragraphs.

47. Prior to his death, Kobe Bryant repeatedly promised to take care of Plaintiff financially and to this end, bought Plaintiff Sofia's First House for \$2,650,000.00. Although the home was not in her name, the Bryants' told Plaintiff that title would be held in their name

or in the name of a trust for Plaintiff's own protection. The Bryants' eventually sold Sofia's First House for \$3,220,000.00 and used the proceeds from that sale to purchase Sofia's Second House for \$1,700,000.00. After the purchase of Sofia's Second House, Sofia had a balance of \$1,520,000.00 which was wrongfully withheld from her. The Bryants promised over and over to give her the balance from the sale but never did.

48. On October 21, 2020, Vanessa Bryant listed the Sofia's Second House for sale and marketed the house as Kobe and Vanessa Bryant's investment property in an effort to quickly sell the home to the detriment of Plaintiff. Vanessa Bryant sold the home on October 27, 2020 for \$2,000,000.00.

49. Plaintiff relied on Defendants' promise to pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property, to her detriment. Plaintiff substantially changed her position in that she worked 24/7 for the Bryant's in reliance on Defendants' promises. Had Plaintiff known that Defendants would not honor their promises, Plaintiff would not have worked 24/7 for Vanessa Bryant and could have, and would have, devoted her time to other jobs and tasks instead.

50. Injustice can be avoided only by enforcement of the promise; specifically, payment of \$3,520,000.00 to Plaintiff.

51. Defendants' unfulfilled promises caused her damages, as she is now without two homes and the moneys the homes were sold for.

52. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

FOURTH CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION
(Against all Defendants)

53. Plaintiff reincorporates by reference all of the preceding paragraphs.

54. Defendants falsely represented to Plaintiff that they would pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property. Defendants then sold Sofia's Second House for \$2,000,000.00.

55. Defendants further falsely represented to Plaintiff to sell Shady Lane on Plaintiff's behalf, and move Plaintiff into Vanessa Bryant's house, so that Plaintiff would not have to grieve alone.

56. Defendants knew that the representations were false when they made them and/or that Defendants made the representations recklessly and without regard for its truth. Further, Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

57. Defendants intended that Plaintiff rely on the representations.

58. Plaintiff reasonably relied on Defendants' representation to pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property, to her detriment. Plaintiff substantially changed her position in that she worked 24/7 for the Bryant's in reliance on Defendants' promises. Had Plaintiff known that Defendants would not honor their representations, Plaintiff would not have worked 24/7 for Vanessa Bryant and could have, and would have, devoted her time to other jobs and tasks instead.

59. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

60. Plaintiff's reliance on Defendants' representation was a substantial factor in causing her harm.

61. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

62. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

FIFTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION
(Against all Defendants)

63. Plaintiff reincorporates by reference all of the preceding paragraphs.

64. Defendants falsely represented to Plaintiff that they would pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property. Defendants then sold Sofia's Second House for \$2,000,000.00.

65. Defendants further falsely represented to Plaintiff to sell Shady Lane on Plaintiff's behalf, and move Plaintiff into Vanessa Bryant's house, so that Plaintiff would not have to grieve alone.

66. Although Defendants may have honestly believed that the representations were true, Defendants had no reasonable grounds for believing the representation were true when they made them. Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

67. Defendants intended that Plaintiff rely on the representations.

68. Plaintiff reasonably relied on Defendants' representation to pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property, to her detriment. Plaintiff substantially changed her position in that she worked 24/7 for the Bryant's in reliance on Defendants' promises. Had Plaintiff known that Defendants would not honor their representations, Plaintiff would not have worked 24/7 for Vanessa Bryant and could have, and would have, devoted her time to other jobs and tasks instead.

69. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

70. Plaintiff's reliance on Defendants' representation was a substantial factor in causing her harm.

71. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

72. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

SIXTH CAUSE OF ACTION
FALSE PROMISE
(Against all Defendants)

73. Plaintiff reincorporates by reference all of the preceding paragraphs.

74. Defendants promised to Plaintiff that they would pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property. Defendants then sold Sofia's Second House for \$2,000,000.00.

75. Defendants further promised to Plaintiff to sell Shady Lane on Plaintiff's behalf, and move Plaintiff into Vanessa Bryant's house, so that Plaintiff would not have to grieve alone.

76. Defendants intended that Plaintiff rely on the promises and did not intend to perform the promises when they made them. Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

77. Plaintiff reasonably relied on Defendants' promise to pay Plaintiff \$1,520,000.00 and that Sofia's Second House would be her property, to her detriment. Plaintiff substantially changed her position in that she worked 24/7 for the Bryant's in reliance on Defendants' promises. Had Plaintiff known that Defendants would not honor their promises, Plaintiff would not have worked 24/7 for Vanessa Bryant and could have, and would have, devoted her time to other jobs and tasks instead.

78. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

79. Plaintiff's reliance on Defendants' promises was a substantial factor in causing her harm.

80. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

81. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

SEVENTH CAUSE OF ACTION
BREACH OF CONTRACT
(Against all Defendants)

82. Plaintiff reincorporates by reference all of the preceding paragraphs.

83. Not long prior to Kobe Bryant's death, in or about 2019, Plaintiff and Kobe Bryant entered into a verbal contract, whereas, Kobe Bryant promised to reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. At the direction of Kobe Bryant, Plaintiff purchased an orthopedic bed for \$25,000.00, which she charged to her credit card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this promise after Kobe Bryant's death.

84. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$25,000.00, plus interest. Therefore, Defendants' breach of contract was a substantial factor in causing Plaintiff's harm.

EIGHTH CAUSE OF ACTION
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against all Defendants)

85. Plaintiff reincorporates by reference all of the preceding paragraphs.

86. Not long prior to Kobe Bryant's death, in or about 2019, Plaintiff and Kobe Bryant entered into a verbal contract, whereas, Kobe Bryant promised to reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. At the direction

of Kobe Bryant, Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this promise after Kobe Bryant's death. The aforementioned conduct by Defendants prevented plaintiff from receiving the benefits under the contract and that by doing so, Defendant did not act fairly and in good faith.

87. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$25,000.00, plus interest.

NINTH CAUSE OF ACTION
PROMISSORY ESTOPPEL
(Against all Defendants)

88. Plaintiff reincorporates by reference all of the preceding paragraphs.

89. Not long prior to Kobe Bryant's death, in or about 2019, Kobe Bryant promised to reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. In reliance on Kobe Bryant's promise, Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this promise after Kobe Bryant's death.

90. Plaintiff relied on Defendants' promise to compensate her for the \$25,000.00 she spent on the bed, to her detriment as she would not have charged \$25,000.00 to her credit card, an amount she could not afford.

91. Injustice can be avoided only by enforcement of the promise; specifically, payment of \$25,000.00 to Plaintiff, plus interest.

92. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$25,000.00, plus interest.

TENTH CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION
(Against all Defendants)

93. Plaintiff reincorporates by reference all of the preceding paragraphs.

94. Defendants falsely represented to Plaintiff that they would reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. In reliance on Kobe Bryant's representation, and at the direction of Kobe Bryant, Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this after Kobe Bryant's death.

95. Defendants knew that the representations were false when they made them and/or that Defendants made the representations recklessly and without regard for its truth. Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

96. Defendants intended that Plaintiff rely on the representations.

97. Plaintiff reasonably relied on Defendants' representation to compensate her for the \$25,000.00 she spent on the bed, to her detriment as she would not have charged \$25,000.00 to her credit card, an amount she could not afford.

98. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$25,000.00, plus interest.

99. Plaintiff's reliance on Defendants' representation was a substantial factor in causing her harm.

100. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

101. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

ELEVENTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION
(Against all Defendants)

102. Plaintiff reincorporates by reference all of the preceding paragraphs.

103. Defendants falsely represented to Plaintiff that they would reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. In reliance on Kobe Bryant's representation, and at the direction of Kobe Bryant, Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this after Kobe Bryant's death.

104. Although Defendants may have honestly believed that the representations were true, Defendants had no reasonable grounds for believing the representation were true when they made them. Vanessa Bryant took each and every step she could to void and cancel all of

Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

105. Defendants intended that Plaintiff rely on the representations.

106. Plaintiff reasonably relied on Defendants' representation to compensate her for the \$25,000.00 she spent on the bed, to her detriment as she would not have charged \$25,000.00 to her credit card, an amount she could not afford.

107. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$25,000.00, plus interest.

108. Plaintiff's reliance on Defendants' representation was a substantial factor in causing her harm.

109. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

110. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

TWELFTH CAUSE OF ACTION
FALSE PROMISE
(Against all Defendants)

111. Plaintiff reincorporates by reference all of the preceding paragraphs.

112. Defendants promised to Plaintiff that they would reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. In reliance on

Kobe Bryant's representation, and at the direction of Kobe Bryant, Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this after Kobe Bryant's death.

113. Defendants intended that Plaintiff rely on the promises and did not intend to perform the promises when they made them. Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

114. Plaintiff reasonably relied on Defendants' promise to compensate her for the \$25,000.00 she spent on the bed, to her detriment as she would not have charged \$25,000.00 to her credit card, an amount she could not afford.

115. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$25,000.00, plus interest.

116. Plaintiff's reliance on Defendants' promise was a substantial factor in causing her harm.

117. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

118. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

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THIRTEENTH CAUSE OF ACTION
CONVERSION
(Against all Defendants)

119. Plaintiff reincorporates by reference all of the preceding paragraphs.

120. Not long after Kobe Bryant's death, Vanessa Bryant converted Plaintiff's vehicle, a Mercedes-Benz ML 350 SUV. Specifically, Vanessa Bryant told Plaintiff that she wanted to take Plaintiff's vehicle to the mechanic for scheduled maintenance but, once she obtained Plaintiff's vehicle, sold the vehicle instead. As a result of Vanessa Bryant's actions, Plaintiff was left without a vehicle, a vehicle with an approximate value of \$50,000.00.

121. Plaintiff owned, possessed and/or had a right to possess the vehicle at issue.

122. Defendants substantially interfered with Plaintiff's vehicle by knowingly or intentionally lying to Plaintiff and then selling the vehicle and Plaintiff did not consent to the sale of the vehicle.

123. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

124. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

125. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

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FOURTEENTH CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION
(Against all Defendants)

126. Plaintiff reincorporates by reference all of the preceding paragraphs.

127. Not long after Kobe Bryant's death, Vanessa Bryant falsely represented to Plaintiff that she wanted to take Plaintiff's vehicle to the mechanic for scheduled maintenance but, once she obtained Plaintiff's vehicle, sold the vehicle instead. As a result of Vanessa Bryant's actions, Plaintiff was left without a vehicle, a vehicle with an approximate value of \$50,000.00.

128. Defendants knew that the representations were false when they made them and/or that Defendants made the representations recklessly and without regard for its truth. Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

129. Defendants intended that Plaintiff rely on the representations.

130. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$50,000.00, plus additional damages.

131. Plaintiff's reliance on Defendants' representation was a substantial factor in causing her harm.

132. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

133. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

FIFTEENTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION
(Against all Defendants)

134. Plaintiff reincorporates by reference all of the preceding paragraphs.

135. Not long after Kobe Bryant's death, Vanessa Bryant falsely represented to Plaintiff that she wanted to take Plaintiff's vehicle to the mechanic for scheduled maintenance but, once she obtained Plaintiff's vehicle, sold the vehicle instead. As a result of Vanessa Bryant's actions, Plaintiff was left without a vehicle, a vehicle with an approximate value of \$50,000.00.

136. Although Defendants may have honestly believed that the representations were true, Defendants had no reasonable grounds for believing the representation were true when they made them. Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

137. Defendants intended that Plaintiff rely on the representations.

138. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$50,000.00, plus additional damages.

139. Plaintiff's reliance on Defendants' representation was a substantial factor in causing her harm.

140. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were

carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

141. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

SIXTEENTH CAUSE OF ACTION
FALSE PROMISE
(Against all Defendants)

142. Plaintiff reincorporates by reference all of the preceding paragraphs.

143. Not long after Kobe Bryant's death, Vanessa Bryant promised to Plaintiff that she wanted to take Plaintiff's vehicle to the mechanic for scheduled maintenance but, once she obtained Plaintiff's vehicle, sold the vehicle instead. As a result of Vanessa Bryant's actions, Plaintiff was left without a vehicle, a vehicle with an approximate value of \$50,000.00.

144. Defendants intended that Plaintiff rely on the promise and did not intend to perform the promises when they made them. Vanessa Bryant took each and every step she could to void and cancel all of Kobe Bryant's promises made to Plaintiff. Vanessa Bryant did not intend to honor any of the Bryant's representations, agreements and promises at any stage.

145. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$50,000.00, plus additional damages.

146. Plaintiff's reliance on Defendants' promise was a substantial factor in causing her harm.

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SEVENTEENTH CAUSE OF ACTION
FINANCIAL ELDER ABUSE
(Against all Defendants)

147. Plaintiff reincorporates by reference all of the preceding paragraphs.

148. Defendants took, appropriated, obtained, retained and/or assisted in such conduct, the \$1,520,000.00 balance, Sofia's Second House, and the proceeds obtained from selling Sofia's Second House.

149. Plaintiff was 65 years of age or older at the time of the complained conduct.

150. Defendants took, appropriated, obtained, retained and/or assisted in such conduct, the \$1,520,000.00 balance, Sofia's Second House and the proceeds obtained from selling Sofia's Second House for a wrongful use, with the intent to defraud and/or by undue influence.

151. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

152. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

153. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

154. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

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EIGHTEENTH CAUSE OF ACTION
FINANCIAL ELDER ABUSE
(Against all Defendants)

155. Plaintiff reincorporates by reference all of the preceding paragraphs.

156. Not long after Kobe Bryant's death, Vanessa Bryant falsely represented to Plaintiff that she wanted to take Plaintiff's vehicle to the mechanic for scheduled maintenance but, once she obtained Plaintiff's vehicle, sold the vehicle instead. As a result of Vanessa Bryant's actions, Plaintiff was left without a vehicle, a vehicle with an approximate value of \$50,000.00.

157. Defendants took, appropriated, obtained, retained and/or assisted in such conduct, Plaintiff's vehicle.

158. Plaintiff was 65 years of age or older at the time of the complained conduct.

159. Defendants took, appropriated, obtained, retained and/or assisted in such conduct, the vehicle for a wrongful use, with the intent to defraud and/or by undue influence.

160. As a result of Defendants' conduct, Plaintiff was harmed in the amount of \$50,000.00, plus additional damages.

161. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

162. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

163. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

NINETEENTH CAUSE OF ACTION
Failure to Pay Overtime Wages in Violation of Cal. Labor Code § 510
(Against all Defendants)

164. Plaintiff reincorporates by reference all of the preceding paragraphs.

165. At all times relevant herein, California Labor Code section 510, is and was in full force and effect and were binding on Defendants.

166. Under California Labor Code § 510(a), “Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

167. Plaintiff is informed and believes and thereon alleges the following California Labor Code violations were caused to be violated by Defendants: 1194, 510, 226.7, 204, 226 and 203.

168. Accordingly, Defendants can be held liable for the damages stemming from the violations of California Labor Code sections 1194, 510, 226.7, 204, 226 and 203.

169. As a proximate result of Defendants’ failure to pay Plaintiff overtime wages, pursuant to the provisions of California Labor Code § 510, Plaintiff suffered losses in earnings, and other employment benefits along with other incidental and consequential damages and losses, all in an amount to be proven at trial.

170. “[A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” California Labor Code § 1194.

171. As a proximate result of Defendants' failure to pay Plaintiff's overtime wages, Plaintiff has been forced to hire attorneys to prosecute the claims herein and has incurred and will continue to incur attorney's fees and costs in connection therewith.

172. Plaintiff prays this Court award Plaintiff the unpaid balance of the full amount of Plaintiff's overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

TWENTIETH CAUSE OF ACTION
Failure to Allow Meal Periods in Violation of Cal. Labor Code § 512
(Against all Defendants)

173. Plaintiff reincorporates by reference all of the preceding paragraphs.

174. At all times relevant herein, California Labor Code sections 512 and 226.7, are and were in full force and effect and were binding on Defendants.

175. Under California Labor Code Section 512(a): "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee."

176. Also under California Labor Code Section 512(a): "An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

177. Under California Labor Code Section 226.7(c): "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not

limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

178. As set forth herein, Defendants failed to provide Plaintiff with either timely, uninterrupted meal periods of not less than thirty (30) minutes, or an additional hour of compensation for each day when said meal periods were missed.

179. Pursuant to California Labor Code § 226.7(c), Plaintiff is entitled to damages of one (1) hour of wages per missed meal period, in a sum to be proven at trial.

180. Plaintiff prays this Court award Plaintiff the unpaid balance of the full amount of Plaintiff's meal period wages, and interest thereon.

TWENTY-FIRST CAUSE OF ACTION
Failure to Allow Rest Periods in Violation of Cal. Labor Code § 226.7
(Against all Defendants)

181. Plaintiff reincorporates by reference all of the preceding paragraphs.

182. At all times relevant herein, California Labor Code sections 226.7 is and was in full force and effect and were binding on Defendants.

183. Employees are entitled to a net rest period of at least ten (10) minutes per each consecutive four (4) hour work period or major fraction thereof, after the first three and one-half (3½) hours worked in a workday. Cal. Lab. Code § 226.7.

184. California Labor Code § 226.7 requires an employer to pay an additional hour of compensation for each workday where an employee fails to receive a rest period for each consecutive four (4) hour shift worked.

185. Defendants failed to provide Plaintiff with either timely rest breaks of not less than ten (10) minutes, or to provide Aggrieved Employees with an additional hour of compensation for each day when said rest period was missed.

186. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Cal. Lab. Code § 558.1(a)

187. Plaintiff is informed and believes and thereon alleges the following California Labor Code violations were caused to be violated by Defendants: 1194, 510, 226.7, 204, 226 and 203.

188. Accordingly, Defendants can be held liable for the damages stemming from the violations of California Labor Code sections 1194, 510, 226.7, 204, 226 and 203.

189. Pursuant to California Labor Code § 226.7(c), Plaintiff is entitled to damages of one (1) hour of wages per missed rest break, in a sum to be proven at trial.

190. Plaintiff prays this Court award Plaintiff the unpaid balance of the full amount of Plaintiff’s rest period wages, and interest thereon.

TWENTY-SECOND CAUSE OF ACTION
Failure to Provide Accurate Wage Statements in Violation Cal. Labor Code § 226
(Against all Defendants)

191. Plaintiff reincorporates by reference all of the preceding paragraphs.

192. At all times relevant herein, California Labor Code § 226 is and was in full force and effect and were binding on Defendants.

193. Defendants, and each of them, were obligated under Labor Code § 226 to keep an accurate record of the hours of labor worked by Plaintiff and to prepare and submit to them with each payment of wages an itemized statement accurately showing the total hours worked by them and the wages paid to them.

194. As set forth herein, Defendants willfully failed to provide accurate itemized statements showing the total hours worked by them and the wages paid to Plaintiff.

195. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Cal. Lab. Code § 558.1(a).

196. Plaintiff is informed and believes and thereon alleges the following California Labor Code violations were caused to be violated by Defendants: 1194, 510, 226.7, 204, 226 and 203.

197. Accordingly, Defendants can be held liable for the damages stemming from the violations of California Labor Code sections 1194, 510, 226.7, 204, 226 and 203.

198. Pursuant to Labor Code § 226(e), Plaintiff is entitled to recover the greater of all actual damages or a penalty of \$50.00 for the first violation and \$100.00 per pay period for each subsequent violation of this section, according to proof, up to a maximum amount of \$4,000.00.

199. Plaintiff prays this Court award Plaintiff all civil penalties from Defendants pursuant to California Labor Code section 226.

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TWENTY-THIRD CAUSE OF ACTION
Failure to Pay Minimum Wage in Violation of Cal. Labor Code §§ 1182.12, 1197 & 1194
(Against all Defendants)

200. Plaintiff reincorporates by reference all of the preceding paragraphs.

201. At all times relevant herein, California Labor Code sections 1182.12, 1197 and 1194 is and was in full force and effect and were binding on Defendants.

202. Under California Labor Code Section 1182.12: “Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.”

203. Under California Labor Code Section 1197: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity. Cal. Labor Code § 1197.

204. “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.” Cal. Labor Code § 1194(a).

205. A “split shift” is “a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.” Cal. Code Regs., tit. 8, § 11040, subd. 2(Q). Additionally, “When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that

workday, except when the employee resides at the place of employment.” Cal. Code Regs., tit. 8, § 11040, subd. 4(C).

206. As set forth herein, Defendants failed to pay Plaintiff California’s prevailing minimum wage for all hours worked, including the additional hour’s pay when they worked a split-shift.

207. Plaintiff is informed and believes and thereon alleges the following California Labor Code violations were caused to be violated by Defendants: 1194, 510, 226.7, 204, 226 and 203.

208. Accordingly, Defendants can be held liable for the damages stemming from the violations of California Labor Code sections 1194, 510, 226.7, 204, 226 and 203.

209. As a proximate result of Defendants’ failure to pay Plaintiff the minimum wage, pursuant to the provisions of California Labor Code § 1194(a), Plaintiff has suffered and will continue to suffer economic damages in the form of unpaid wages and; thus, lost benefits in an amount to be proven at trial.

210. “[A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” California Labor Code § 1194.

211. As a proximate result of Defendants’ failure to pay Plaintiff minimum wage, Plaintiff has been forced to hire attorneys to prosecute Plaintiff’s claims herein and has incurred and will continue to incur attorney’s fees and costs in connection therewith.

212. Plaintiff prays this Court award Plaintiff the unpaid balance of the full amount of Plaintiff's minimum wage compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

TWENTY-FOURTH CAUSE OF ACTION
Failure to Pay Minimum Wage Liquidated Damages in Violation of
Cal. Labor Code § 1194.2
(Against all Defendants)

213. Plaintiff reincorporates by reference all of the preceding paragraphs.

214. At all times relevant herein, California Labor Code section 1194.2 is and was in full force and effect and were binding on Defendants.

215. Under California Labor Code Section 1194.2(a): "In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

216. As set forth herein, Defendants failed to pay Plaintiff California's prevailing minimum wage.

217. As a proximate result of Defendants' failure to pay Plaintiff the minimum wage, pursuant to the provisions of California Labor Code § 1194(a), Plaintiff is entitled to recover liquidated damages from Defendants in an amount equal to the wages unlawfully unpaid and interest thereon.

218. Plaintiff prays this Court award Plaintiff all liquidated damages from Defendants in an amount equal to the wages unlawfully unpaid and interest thereon.

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TWENTY-FIFTH CAUSE OF ACTION
WAGE THEFT IN VIOLATION OF THE DOMESTIC WORKER BILL OF RIGHTS
(Cal. Labor Code §) 1450 et seq.; Cal. Labor Code §) 1194
(Against all Defendants)

219. Plaintiff reincorporates by reference all of the preceding paragraphs.

220. On January 1, 2014, the Domestic Worker Bill of Rights ("DWBR") became law in the state of California. Under the terms of the DWBR, Plaintiff was a domestic work employee as that term is defined in Labor Code § 1451(b)(1) because she performed domestic work related to the care of individuals in a private household and was a caregiver for the Bryant's children.

221. Plaintiff's work primarily included feeding, dressing, and supervising the Bryants' children, making her a personal attendant as defined by the DWBR.

222. Defendants were domestic work employers of Plaintiff, as that term is defined by Labor Code § 1451(c), because each of the Defendants controlled Plaintiff's wages, hours and working conditions and engaged, suffered and permitted Plaintiff to work at all times during her employment.

223. As domestic work employers, Defendants, and each of them, had an obligation to pay Plaintiff overtime wages for all hours worked in excess of 9 in a day or 45 in a week pursuant to Labor Code § 1454. As alleged above, Plaintiff typically worked up to twenty-four (24) hours per day, seven consecutive days per week (approximately 168 hours per week), entitling her to 123 hours of overtime wages each week she worked.

224. As alleged above, Defendants, although failed to pay Plaintiff any wages, valued Plaintiff's hourly wage as \$96.15 per hour, which is not substantial given Plaintiff was working for such a profile family. Defendants failed to pay her wages without regard for the actual

number of hours she worked each week, leaving her wholly uncompensated for all the hours she worked each day.

225. During Plaintiff's employment with Defendants, Defendants failed to pay her in overtime wages that were due to her under the law for the overtime hours she worked without compensation.

226. Pursuant to Labor Code § 1194, Plaintiff is entitled to bring a claim against her employers to recover the unpaid wages, interest thereon, costs and attorneys' fees.

TWENTY-SIXTH CAUSE OF ACTION
Violations of Cal. Bus. & Prof. Code § 17200
(Against all Defendants)

227. Plaintiff reincorporates by reference all of the preceding paragraphs.

228. At all times relevant herein, California Business and Professions Code § 17200 et seq. is and was in full force and effect and were binding on Defendants.

229. The Unfair Competition Law ("UCL"), which is codified under California Business and Professions Code § 17200 et seq. prohibits acts of "unfair competition," including any unlawful, unfair, fraudulent or deceptive business act or practice as well as "unfair, deceptive, untrue or misleading advertising."

230. By virtue of the direct injuries that Plaintiff sustained from Defendants' wrongful conduct, Plaintiff have standing to sue in order to obtain the remedies that are available to Plaintiff under the UCL.

231. The UCL authorizes injunctive relief to prevent unlawful, unfair, or fraudulent business acts for practices, and both restitution and disgorgement of money or property wrongfully obtained by means of such unfair competition. Bus. & Prof. Code § 17203.

232. An action may be brought under the UCL by any person, corporation, or association, or by any person action for the interests of itself, its members, or the general public. Bus. & Prof. Code § 17204.

233. A Plaintiff may bring § 17200 claim even when the underlying statutory violation does not provide the Plaintiff with a private right of action. *See Manser v. Serra Foothills Public Utility Dist.* (E.D. Cal. 2008) 2008 WL 5114619, at * 7; *Kasky v. Nike, Inc.* (2002) 27 Cal. App. 4th 832, 839.

Unfair Conduct

234. As set forth herein, Defendants engaged in a pattern of unfair and unlawful business practices with respect to Plaintiff employment at Defendants in violation of Bus. & Prof. Code § 17200.

235. Defendants violated the “unfair prong” of Cal. Bus. & Prof. Code § 17200 by engaging in the following, wrongful, improper, and unfair conduct:

- a. Defendants unfairly failed to pay Plaintiff minimum wages due;
- b. Defendants unfairly failed to pay Plaintiff overtime wages due;
- c. Defendants unfairly failed to pay Plaintiff one (1) hour’s pay at the minimum wage each time she worked a split-shift;
- d. Defendants unfairly denied Plaintiff meal periods, and failed to pay Plaintiff the additional hour at her regular rate for denying the meal periods;
- e. Defendants unfairly denied Plaintiff rest periods and failed to pay Plaintiff the additional hour at his regular rate for denying the rest periods.

236. Defendants' conduct also violated the "unfair" prong of the UCL because the utility of Defendants' actions and/or omissions was significantly outweighed by the gravity of the harm that it imposed on employees.

237. Further, the public is led to believe that Defendants provides a fair, safe, and legally sufficient work environment for their employees and complies with California laws governing Labor and Employment issues, despite the fact that both of these impressions are untrue. Defendants' pattern of wrongful, improper, and unlawful business practices is injurious to Defendants' employees and consumers alike.

Unlawful Conduct

238. "Unlawful" conduct under Bus. & Prof. Code § 17200 is any practices forbidden by law, whether civil or criminal, federal or state, or municipal, statutory, regulatory, or court made. *See Farmers Ins. Exchange v. Super. Ct.*, 2 Cal.4th 377, 383 (1992).

239. By proscribing 'any unlawful' business practice, § 17200 'borrows' violations of other laws and treats them as unlawful practices that the UCL makes independently actionable. *See Blanks v. Shaw*, 171 Cal. App. 4th 336, 363-64 (2009); *Schnall v. Hertz Corp.*, 78 Cal. App. 4th 1144, 1153 (2000).

240. Defendants violated the "unlawful" prong of Cal. Bus. & Prof. Code § 17200 as follows:

- a. Violations of Cal. Labor Code § 1194;
- b. Violations of Cal. Code Regs., tit. 8, § 11040, subd. 4(c);
- c. Violations of Cal. Labor Code § 510;
- d. Violations of Cal. Labor Code § 512; and
- e. Violations of Cal. Labor Code § 226.7.

241. The violation of these laws serves as unlawful predicate acts which have resulted in injury in fact and loss of money and property to Plaintiff for purposes of Business and Professions Code §§17200 et seq.

242. Plaintiff are entitled to restitution damages which constitutes or results from all unpaid wages such as minimum wages, overtime premium wages, and the additional hour of pay at Plaintiff' regular rate for Defendants' failure to provide meal and rest periods and Plaintiff' gratuities.

TWENTY-SEVENTH CAUSE OF ACTION
Intentional Interference With Contractual Relations
(Against all Defendants)

243. Plaintiff reincorporates by reference all of the preceding paragraphs.

244. Plaintiff and defendants entered into oral contract. Specifically, prior to his death, Kobe Bryant repeatedly promised to take care of Plaintiff financially and to this end, bought Plaintiff Sofia's First House for \$2,650,000.00. Although the home was not in her name, the Bryants' told Plaintiff that title would be held in their name or in the name of a trust for Plaintiff's own protection.

245. Vanessa Bryant was envious of Plaintiff's mother-in-law and son-in-law relationship with Kobe Bryant. The Bryants' eventually sold Sofia's First House for \$3,220,000.00 and, ironically, used the proceeds from that sale to purchase Sofia's Second House for \$1,700,000.00. The street name "Shady Lane" couldn't be more befitting for the way the Bryants' treated Plaintiff. After the purchase of Sofia's Second House, Sofia had a balance of \$1,520,000.00 which was wrongfully withheld from her. The Bryants promised over and over to give her the balance from the sale but never did.

246. On or about October 19, 2020, Plaintiff requested from Vanessa Bryant that Plaintiff be given the Sofia's Second House back, since it was hers as promised by Kobe Bryant. On October 21, 2020, Vanessa Bryant listed the Sofia's Second House for sale and marketed the house as Kobe and Vanessa Bryant's investment property in an effort to quickly sell the home to the detriment of Plaintiff. Vanessa Bryant sold the home on October 27, 2020 for \$2,000,000.00.

247. Vanessa Bryant knew of the existence of the contract between Plaintiff and Kobe Bryant.

248. Vanessa Bryant's intentional acts and/or conduct were designed to induce a breach and/or interruption of the contractual relationship, which resulted in the breach. That Defendants failed to provide Plaintiff with the \$1,520,000.00 balance, in addition to Sofia's Second House.

249. Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

250. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

251. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

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TWENTY-EIGHTH CAUSE OF ACTION
Intentional Interference With Prospective Economic Relations
(Against all Defendants)

252. Plaintiff reincorporates by reference all of the preceding paragraphs.

253. Plaintiff and defendants entered into oral contract. Specifically, prior to his death, Kobe Bryant repeatedly promised to take care of Plaintiff financially and to this end, bought Plaintiff Sofia's First House for \$2,650,000.00. Although the home was not in her name, the Bryants' told Plaintiff that title would be held in their name or in the name of a trust for Plaintiff's own protection.

254. Vanessa Bryant was envious of Plaintiff's mother-in-law and son-in-law relationship with Kobe Bryant. The Bryants' eventually sold Sofia's First House for \$3,220,000.00 and, ironically, used the proceeds from that sale to purchase Sofia's Second House for \$1,700,000.00. The street name "Shady Lane" couldn't be more befitting for the way the Bryants' treated Plaintiff. After the purchase of Sofia's Second House, Sofia had a balance of \$1,520,000.00 which was wrongfully withheld from her. The Bryants promised over and over to give her the balance from the sale but never did.

255. On or about October 19, 2020, Plaintiff requested from Vanessa Bryant that Plaintiff be given the Sofia's Second House back, since it was hers as promised by Kobe Bryant. On October 21, 2020, Vanessa Bryant listed the Sofia's Second House for sale and marketed the house as Kobe and Vanessa Bryant's investment property in an effort to quickly sell the home to the detriment of Plaintiff. Vanessa Bryant sold the home on October 27, 2020 for \$2,000,000.00.

256. Vanessa Bryant knew of this relationship. With said knowledge, Vanessa Bryant knew that the interference was certain or substantially certain to occur as a result of her acts and conduct.

257. The economic harm to Plaintiff was proximately caused by Vanessa Bryant's acts. Specifically, Plaintiff was harmed, as she was not provided the \$1,520,000.00 and Sofia's Second House, which she was promised, for a total amount of \$3,520,000.00.

258. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

259. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

TWENTY-NINTH CAUSE OF ACTION
Intentional Interference With Contractual Relations
(Against all Defendants)

260. Plaintiff reincorporates by reference all of the preceding paragraphs.

261. Not long prior to Kobe Bryant's death, in or about 2019, Plaintiff and Kobe Bryant entered into a verbal contract, whereas, Kobe Bryant promised to reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this promise after Kobe Bryant's death.

262. Vanessa Bryant knew of the existence of the contract between Plaintiff and Kobe Bryant.

263. Vanessa Bryant's intentional acts and/or conduct were designed to induce a breach and/or interruption of the contractual relationship, which resulted in the breach. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this agreement after Kobe Bryant's death.

264. Plaintiff was harmed in the amount of \$25,000.00, plus interest. Therefore, Defendants' breach of contract was a substantial factor in causing Plaintiff's harm.

265. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

266. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

THIRTIETH CAUSE OF ACTION
Intentional Interference With Prospective Economic Relations
(Against all Defendants)

267. Plaintiff reincorporates by reference all of the preceding paragraphs.

268. Not long prior to Kobe Bryant's death, in or about 2019, Plaintiff and Kobe Bryant entered into a verbal contract, whereas, Kobe Bryant promised to reimburse Plaintiff the purchase price (\$25,000.00) for an orthopedic bedroom furniture set for Plaintiff, as he knew that Plaintiff suffered from back pain and such a bed could help with the pain. Plaintiff purchased an orthopedic bedroom furniture set for \$25,000.00, which she charged to her credit

card. Plaintiff was never compensated for the bed as Vanessa Bryant put a stop to this promise after Kobe Bryant's death.

269. Vanessa Bryant knew of this relationship. With said knowledge, Vanessa Bryant knew that the interference was certain or substantially certain to occur as a result of her acts and conduct.

270. The economic harm to Plaintiff was proximately caused by Vanessa Bryant's acts. Specifically, Plaintiff was harmed in the amount of \$25,000.00, plus interest. Therefore, Defendants' breach of contract was a substantial factor in causing Plaintiff's harm.

271. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

272. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

THIRTY-FIRST CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Against all Defendants)

273. Plaintiff reincorporates by reference all of the preceding paragraphs.

274. Defendants conduct, as alleged above, was extreme and outrageous conduct with the intention of causing, or with reckless disregard of the probability of causing, severe emotional distress to Plaintiff.

275. As a result of the outrageous conduct of Defendants, Plaintiff has suffered and continues to suffer severe emotional distress.

276. The acts of Defendants, and individually by and through their representative agents named herein, were despicable conduct intended to cause injury to Plaintiff, and were carried on with a willful and conscious disregard of Plaintiff's rights, and subjected Plaintiff to a cruel and unjust hardship.

277. The acts of Defendants were willful, wanton, malicious and oppressive, thereby warranting an award of exemplary and punitive damages to Plaintiff in an amount according to proof.

THIRTY-SECOND CAUSE OF ACTION

Conversion

(Against all Defendants)

278. Plaintiff reincorporates by reference all of the preceding paragraphs.

279. Plaintiff had a right to possess her earned wages.

280. Defendants substantially interfered with Plaintiff's property by knowingly or intentionally failing to pay Plaintiff earned wages.

281. Plaintiff did not consent to not being paid her earned wages and has been harmed.

282. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

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PRAYER FOR RELIEF

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

1. For actual, general, compensatory, special, and statutory damages according to proof;
2. For damages pursuant to the California Labor Code;
3. For punitive damages;
4. For pre-judgment interest according to proof;
5. For post-judgment interest according to any applicable provision of law, according to proof
6. For reasonable attorney fees and costs;
7. For such other and further relief as the Court deems just and proper.

Dated: December 15, 2020

KRA LEGAL, PC



Kenechi R. Agu, Esq.
Eric Sapir, Esq.
Attorneys for Plaintiff
SOFIA URBIETA