

1 Garry Sun



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ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

4 Plaintiff in propria persona

DEC 20 2010

5 John A. Clarke, Executive Officer/Clerk
6 BY Deputy
Shaunya Wesley

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES -WEST DISTRICT
10

11 THEIN THANH THI NGUYEN pka TILA)
12 TEQUILA and LITTLE MISS)
TRENDSETTER, INC.,)

CASE NO: BC448633

Complaint filed 11/1/2010

13 Plaintiffs,

[Assigned to Hon. Judge Susan Bryant-Deason]

14 vs.

15 GARRY SUN; and DOES 1 through 10,)
16 Inclusive,)

NOTICE OF DEFENDANT'S
DEMURRER AND DEMURRER TO
PLAINTIFF'S COMPLAINT; AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
THEREOF

17 Defendants.)

[Filed concurrently with Defendant's
Cross-Complaint]

Date: February 28, 2011

Time: 8:30 a.m.

Dept: 52

21 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

22 PLEASE TAKE NOTICE that on ~~DATE~~ ^{February 28}, 2011, at 8:30 a.m., or as soon thereafter as the
23 matter may be heard, in Department 52 of the above-entitled Court, located at 111 N. Hill Street,
24 Los Angeles, CA 90012, Defendant GARRY SUN (hereinafter "Defendant" or "SUN") will and
25 hereby does demurrer to each cause of action in Plaintiff, THEIN THANH THI NGUYEN pka
26 LITTLE MISS TRENDSETTER, INC. and TILA TEQUILA'S (hereinafter "Plaintiff" or "TILA
27 TEQUILA") Complaint pursuant to *Code of Civil Procedure* §§ 430.10(e) and (f) on the
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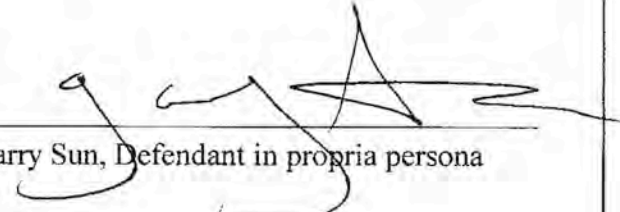
1 following grounds:
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- 3 (1) Demur to the First Cause of Action for Defamation on the grounds that Plaintiff fails to
4 allege facts sufficient to state a cause of action against Defendant and the pleadings are
5 otherwise vague, ambiguous and uncertain. (*Code Civ. Proc.* §§ 430.10(e) and (f).
6 (2) Demur to the Second Cause of Action for Breach of Written Agreement on the grounds
7 that Plaintiff fails to allege facts sufficient to state a cause of action against Defendant and
8 the pleadings are otherwise vague, ambiguous and uncertain. (*Code Civ. Proc.* §§
9 430.10(e) and (f).
10 (3) Demur to the Third Cause of Action for Breach of Fiduciary Duty on the grounds that
11 Plaintiff fails to allege facts sufficient to state a cause of action against Defendant and the
12 pleadings are otherwise vague, ambiguous and uncertain. (*Code Civ. Proc.* §§ 430.10(e)
13 and (f).
14

15 Accordingly, Defendant request that his Demurrer be sustained without leave to amend as
16 to each cause of action and all related prayed for punitive damages. This Demurrer is based upon
17 this Notice of Demurrer and Demurrer, the attached Memorandum of Points and Authorities, all
18 pleadings and papers on file herein, all matters of which this Court must or may take judicial
19 notice, and on such evidence and argument as the Court may allow.
20

21 DATED: December 20, 2010

22 By

23 
24 _____
25 Garry Sun, Defendant in propria persona
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27
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. STATEMENT OF FACTS**

3 On or about October 27, 2010, Plaintiff alleges SUN made the following statements to
4 X17online.com, of or concerning Plaintiff:

5 “Tila is my ex...she and four big guys with guns show up at Shyla’s house
6 in Texas and kidnap her...I really don’t think this was her first
7 kidnaping...Tila used the guys with guns to get her on a plane. ...[Tila] was
8 actually taping Gossip Queens while she was holding my girlfriend
9 captive.”

10 “...Tila had sent several men to kill me in my home, they went to my house
11 and my parents’ house looking for me...”

12 “This is federal kidnaping were talking about, she’s facing in excess of 30
13 years – the minimum is 15...”

14 “Tila is being investigated for what she did. She has committed 8-12
15 federal crimes including conspiracy, hostage, kidnapping [sic], extortion,
16 assault and battery, and terrorist threats.”
17

18 (Complaint, ¶ 2-3). Plaintiff denies any involvement in the conduct purportedly alleged by
19 Defendant SUN. (Complaint, ¶ 3).
20

21 Plaintiff now brings this suit against Defendant, alleging defamation, breach of written
22 and breach of fiduciary duty, and seeks both compensatory and exemplary damages.

23 **II. THIS COURT HAS THE POWER TO GRANT THE REQUESTED**
24 **RELIEF**

25 The function of a demurrer is to test the sufficiency of the pleading it challenges.
26 (Donabedian v. Mercury Ins. Co. (2004) 116 CA4th 968, 994; Pena v. Sita World Travel, Inc.
27 (1978) 88 Cal.App.3d 642, 644). Section 430.10 of the *Code of Civil Procedure* provides, in
28

1 pertinent part, as follows:

2 “A party against whom a complaint...has been filed may object by
3 demurrer or answer as provided in Section 430.30 to the pleading on any
4 one or more of the following grounds:

5 (e) The pleading does not state facts sufficient to constitute a cause of
6 action. [or]

7 (f) The pleading is uncertain. As used in this subdivision, “uncertain”
8 includes ambiguous and unintelligible.”
9

10 Accordingly, this Court has the inherent power to sustain Defendant’s demurrer
11 *without* leave to amend.

12 **III. PLAINTIFF’S COMPLAINT FAILS TO ALLEGE FACTS**
13 **SUFFICIENT TO SUPPORT A CAUSE OF ACTION FOR**
14 **DEFAMATION**

15 “Defamation is an invasion of the interest in reputation. The tort involves the intentional
16 publication of a statement of fact that is false, unprivileged, and has a natural tendency to injure
17 or which causes special damages.” Raghavan v. Boeing Company, et al. (2005) 35 Cal. Rptr.3d
18 397, 405. “In all cases of alleged defamation, whether libel or slander, the truth of the offensive
19 statements or communication is a complete defense against civil liability, regardless of bad faith
20 or malicious purpose.” Id. “The defendant need not justify the literal truth of every word of the
21 allegedly defamatory matter. It is sufficient if the substance of the charge is proven true,
22 irrespective of slight inaccuracy in the details, ‘so long as the imputation is substantially true as
23 to justify the ‘gist or sting’ of the remark.” Id. at 406.

24 The New York Times standard defines the level of constitutional protection appropriate
25 to the context of defamation of a public person. “Those who, by reason of the notoriety of their
26 achievements or the vigor and success with which they seek the public’s attention, are properly
27 classed as public figures ... may recover for injury to reputation only on clear and convincing
28

1 proof that the defamatory falsehood was made with knowledge of its falsity or with reckless
2 disregard for the truth.” Gertz v. Robert Welch, Inc. (1974) 94 S. Ct. 2997, 3008.

3 **B. Series of Unfortunate Events**

4 This case arises from a semi-professional and romantic relationship between Plaintiff and
5 Defendant. TILA TEQUILA is a reality TV celebrity. TILA TEQUILA and SUN met in or
6 around October/November 2009. SUN was offered a staff member position for TILA
7 TEQUILA’s soon to launched celebrity gossip blog, www.misstilaomg.com or
8 www.tilaomg.com. In or around April 2010, TILA TEQUILA and SUN began a romantic
9 relationship. TILA TEQUILA and SUN continued to have a business and romantic relationship
10 until the end of June of 2010. TILA TEQUILA terminated SUN’s employment contract on June
11 24, 2010. On July 5, 2010, TILA TEQUILA asked SUN to come back to work for her. SUN
12 worked an additional month for TILA TEQUILA before permanently ending both their business
13 relationship and romantic involvement.

14 In or around September 2010, SUN started dating Shyla Jennings (hereinafter
15 “JENNINGS”). When TILA TEQUILA became aware of SUN’s relationship with JENNINGS,
16 TILA TEQUILA began harassing SUN and JENNINGS.

17
18 On October 18, 2010, SUN received correspondence from JENNINGS roommate, who
19 stated JENNINGS had disappeared. The roommate told SUN that a pair of size 6 shoes were
20 found in the apartment, with a handwritten note saying, “I need to leave all of this evil and run
21 towards the light.” The note was not apparently in JENNINGS handwriting. Around 10:00 p.m.
22 that same evening, SUN got a frantic call from JENNINGS requesting SUN tell her family she
23 was okay but that she couldn’t talk and abruptly hung up the phone. Approximately thirty (30)
24 minutes later, JENNINGS called SUN a second time. At that time, SUN heard TILA
25 TEQUILA’s voice in the background, speaking in a very threatening manner. SUN could not
26 understand what exactly TILA TEQUILA was saying, but he was certain it was her voice.
27 During several subsequent phone calls from JENNINGS that night, JENNINGS told SUN that
28 TILA TEQUILA showed up at her residence, unannounced, and invited herself in. JENNINGS

1 told SUN that TILA TEQUILA told her she just wanted to talk. JENNINGS told SUN that
2 within five minutes, four men walked into her house and told her that she would be going
3 “somewhere” with TILA TEQUILA. JENNINGS told SUN that TILA TEQUILA took her to her
4 sister’s house in Houston, Texas. JENNINGS urged SUN not to call police, as JENNINGS
5 stated that she had been told by one of the four kidnapers, that she would be killed if she
6 notified the police. JENNINGS told SUN she was flown by private jet, against her will, to Los
7 Angeles, California.

8 On October 19, 2010, SUN arrived home to his frantic seventy-five year old father, who
9 told SUN that a “really scary man came to the door and pounded so hard he thought it was
10 gunshots.” SUN’s father told him that the man said he was looking for SUN and when he told
11 him that SUN wasn’t home, the man left. SUN believed that the man who came to his home, had
12 something to do with his girlfriend JENNINGS kidnaping. JENNINGS later told SUN that TILA
13 TEQUILA planned on having SUN murdered while JENNINGS watched. According to
14 JENNINGS, that night she was sexually assaulted and that TILA TEQUILA filmed the assault.
15 Later in the night of October 19, 2010, JENNINGS was flown back to Houston, Texas.

16 Between October 20-24, 2010, JENNINGS and SUN had numerous conversations about
17 the incident. JENNINGS indicated to SUN that she was going to file a police report, obtain a
18 restraining order against TILA TEQUILA and that she had gotten the FBI involved.

19 On October 24, 2010, JENNINGS emailed SUN an image of an Incident Report she had
20 apparently filed in Harris County Sheriff’s Department, which gave details of the kidnaping
21 incident, implicating TILA TEQUILA as the perpetrator. Due to the alleged brutal kidnaping and
22 sexual assault of JENNINGS, and the mysterious “scary man” that came to SUN’s home, SUN
23 decided to obtain a restraining order against TILA TEQUILA as well. On October 25, 2010,
24 SUN filed for a temporary restraining order against TILA TEQUILA (Case No. BQ031736).
25 JENNINGS and SUN discussed TILA TEQUILA allegedly offering JENNINGS “hush money”
26 to keep the details of the last several days confidential. JENNINGS told SUN she was
27 contemplating taking the money.
28

1 On October 26, 2010, news of SUN's temporary restraining order hit the media,
2 www.TMZ.com, and was cited by numerous other entertainment blog sites around the world.
3 Apparently they used the public record of SUN's restraining order to detail the incident, and
4 revealed JENNINGS as the alleged kidnaping victim. SUN was on the phone with JENNINGS
5 when the story broke. SUN states JENNINGS started screaming, said she was going to take the
6 "hush money" and hung up the phone on SUN. In retaliation, TILA TEQUILA filed a restraining
7 order against SUN on October 29, 2010, and subsequently filed this lawsuit.

8 **B. The Argument**

9 TILA TEQUILA is a public figure. As such, to plead a *prima facie* case for defamation,
10 Plaintiff must show on clear and convincing proof that the defamatory falsehood was made with
11 knowledge of its falsity or with reckless disregard for the truth. In the instant action, Plaintiff
12 offers no proof that: (1) Defendant made any of the alleged defamatory statements; (2) Defendant
13 made any of the alleged defamatory statements with actual knowledge of their falsehood; or (3)
14 Defendant made any of the alleged defamatory statements with malice.

15 Assuming *arguendo* that the facts were as the Plaintiff contends, at all times mentioned
16 herein, SUN had a reasonable belief that the allegations JENNINGS made to SUN regarding the
17 criminal conduct of TILA TEQUILA were in fact true. If said alleged statements are in fact
18 false, SUN at no time had knowledge of their falsehood. Accordingly, any statement(s) made by
19 SUN regarding the incident between TILA TEQUILA and JENNINGS were the personal
20 opinions or beliefs of SUN, were made without malice, and are therefore by law not actionable.
21 As such, Plaintiff's complaint is vague, uncertain, and fails to plead facts sufficient to bring a
22 Cause of Action for Defamation against Defendant, and thus Defendant's demur to that claim
23 should be sustained without leave to amend.
24

25 **IV. PLAINTIFF'S COMPLAINT FAILS TO ALLEGE FACTS SUFFICIENT**
26 **TO SUPPORT A CAUSE OF ACTION FOR BREACH OF WRITTEN**
27 **AGREEMENT**

28 To state a cause of action for breach of contract, a Plaintiff must plead the contract, his or

1 her performance of the contract or excuse for nonperformance, the Defendant's breach and the
2 resulting damage. Lortz v. Connell (1969) 273 Cal. App.2d 286, 290. "If the action is based on
3 an alleged breach of a written contract, the terms must be set out verbatim in the body of the
4 complaint or a copy of the written instrument must be attached and incorporated by reference."
5 Wise v. Southern Pacific Co. (1963) 223 Cal.App.2d 50, 59.

6 Plaintiff's complaint does not set out verbatim all necessary the terms of the alleged
7 written agreement between the parties. Plaintiff's bare allegations and naked averments do not
8 contain sufficiently alleged facts to apprise Defendant of the specific conduct with which
9 Plaintiff assigns as violative of the contract. Plaintiff's statements are mere conclusions of law
10 which cannot strengthen the pleading in the absence of allegations of fact showing such
11 violations.

12 As such, Plaintiff's complaint is vague, uncertain, and fails to plead facts sufficient to
13 bring a Cause of Action for Breach of Written Contract against Defendant, and thus Defendant's
14 demur to that claim should be sustained without leave to amend.

15
16 **V. PLAINTIFF'S COMPLAINT FAILS TO ALLEGE FACTS SUFFICIENT**
17 **TO SUPPORT A CAUSE OF ACTION FOR BREACH OF FIDUCIARY**
18 **DUTY**

19 In order to plead a cause of action for breach of fiduciary duty, there must be shown the
20 existence of a fiduciary relationship, its breach, and the damage proximately caused by the
21 breach. The absence of any one of those elements is fatal to the cause of action. Pierce v. Lyman
22 (1991) 1 Cal.App.4th 1093, 1101.

23
24 Plaintiff's complaint alleges a fiduciary duty was created via written agreement.
25 However, Plaintiff's complaint, does not attach the written agreement, incorporate the pertinent
26 terms of the written agreement, set forth its existence by reference or plead facts sufficient to
27 prove its prime facie case. Again, Plaintiff's statements are mere conclusions of law which
28 cannot strengthen the pleading in the absence of allegations of fact showing such violations.

1 As such, Plaintiff's complaint is vague, uncertain, and fails to plead facts sufficient to
2 bring a Cause of Action for Breach of Fiduciary Duty against Defendant, and thus Defendant's
3 demur to that claim should be sustained without leave to amend.

4 **VI. CONCLUSION**

5
6 For the reasons stated herein, it is respectfully requested that this Court sustain the
7 Defendant's Demurrer as to each cause of action stated in Plaintiff's Complaint and their related
8 prayers for punitive damages *without* leave to amend.

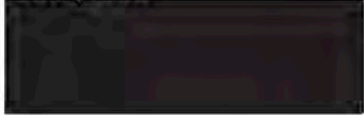
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10 DATED: December 20, 2010

By: 

GARRY SUN
Defendant in propria persona

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1 Garry Sun



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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DEC 20 2010

4 Plaintiff in propria persona

John A. Clarke, Executive Officer/Clerk
BY Deputy
Shaunya Wesley

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

11 THEIN THANH THI NGUYEN pka TILA
12 TEQUILA and LITTLE MISS
TRENDSETTER, INC.,

CASE NO.: BC448633

Complaint filed 11/1/2010

13 Plaintiffs,
14 vs.

[Assigned to Hon. Judge Susan Bryant-Deason]

15 GARRY SUN; and DOES 1 through 10,
16 Inclusive,
17 Defendants.

CROSS-COMPLAINT FOR:

- 1. DEFAMATION; and
- 2. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

18 GARRY SUN,
19 Cross-Complainant,

20 vs.

21 THEIN THANH THI NGUYEN pka TILA
22 TEQUILA, and DOES 1-10 Inclusive,
23 Cross-Defendants.

24
25 TO THIS HONORABLE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE
26 ATTORNEYS OF RECORD HEREIN:

27 COMES NOW, Defendant and Cross-Complainant, GARRY SUN, (hereinafter
28 "Cross-Complainant"), who hereby alleges as causes of action against Plaintiff and Cross-

1 Defendant, THEIN THANH THI NGUYEN pka TILA TEQUILA and LITTLE MISS
2 TRENDSETTER, INC., (hereinafter "Cross-Defendant"), as follows:

3 **I. INTRODUCTORY ALLEGATIONS**

4 1. Garry Sun (hereinafter "Cross-Complainant") is an Asaian American male
5 who resides within the County of Los Angeles, State of California.

6 2. Defendant Thein Thanh Thi Nguyen pka Tila Tequila (hereinafter "Cross-
7 Defendant") is an individual who resides within the County of Los Angeles and the state of
8 California.

9 3. Cross-Defendants and Does 1 through 10, at all relevant times were the
10 agents and employees of one another, ratifying the acts of one another, and in doing the things
11 hereinafter alleged were acting within the course and scope of the agency.

12 4. Cross-Complainant is ignorant of the true names and capacities of Cross-
13 Defendants sued herein as Does 1 thorough 50, inclusive, and therefore sues these cross-
14 defendants by such fictitious names. Cross-Complainant will amend this complaint to allege
15 their true names and capacities when ascertained.

16 5. Cross-Complainant is informed and believes and thereon alleges that each
17 of the fictitiously named defendants is responsible in some manner for the occurrences
18 hereinafter alleged, and that Plaintiff's injuries as herein alleged were proximately caused by the
19 aforementioned Cross-Defendants. The unlawful conduct alleged herein was committed within
20 the County of Los Angeles.

21 **FIRST CAUSE OF ACTION**

22 (For Defamation Against Cross-Defendant)

23 6. Plaintiff restates and incorporates by reference each and every allegation
24 contained in paragraphs 1 through 5 inclusive, as though fully set forth herein.

25 7. Plaintiff at all times enjoyed a good reputation both generally and in his
26 occupation.

27 8. Plaintiff is informed and believes and thereon alleges that Cross-Defendant
28 made the following statements, of or concerning Cross-Complainant:

1 "I have a feeling i know who is behind spreading these rumors. He used to
2 work for the OMG staff, got fired for inappropriate behavior and now he's
3 pissed! He's also a paparazzi and knows people from Radaronline and
4 TMZ and all of the other mainstraem media people! SO, I know that he is
5 the one spreading those "SEX TAPE" rumor's out of spite!!"

6
7 "So if you wanna play hardball ex-OMG employer, let's play. My pit bull
8 lawyer, Alan Gutman, is already on getting ready to file a restraining order
9 from you!!! Do you want to play hardball????? Do you want me to tell the
10 WORLD what you did to me????? Well since i have more class than you,
11 I'm not going to tell them. Time will tell itself once the news comes out of
12 the VIOLENT things you did to me, that scared the shit out of me until I
13 kept my mouth shut about it..... Remember the "SCARS" anyone?
14 HMMMMMMMMM.... I was so afraid to tell people what REALLY
15 HAPPENED! You will all know soon enough!! and for once and for all, I
16 DID NOT, and i repeat, I DID NOT MAKE A DEAL TO MAKE A
17 SEXTAPE!!!!!!!!!!!!!!!!!!!!!! And whomever spreads rumors about that, or
18 tries to "LEAK" things from when I was only 17 years old.... FUCK YOU!
19 DO NOT FUCK WITH ME"

20
21 "As for the lawsuit and restraining order and the TRUTH about
22 EVERYTHING that has happened "BEHIND THE SCENES" I didn't want
23 to cause more media frenzy so I kept quiet but you want to fuck with me?
24 Let's go then! Honey, you WILL GO TO JAIL FOR WHAT YOU DID TO
25 ME!!!!!!"

26
27 "And it's about time I told the world the TRUTH about how you cut up
28 my arm, and told me if I told anyone that you would KILL ME! But fuck

1 you I am NOT afraid anymore! SEE YOU IN COURT DIPSHIT!"

2 (See www.misstilaomg.com)

3 "LOOK AT THAT GUY ON THE RIGHT AND DON'T TELL ME
4 WHO LOOKS LIKE A COMPLETE PSYCHO!!!! THAT IS THE
5 PSYCHO, GARRY SUN"

6
7 "Anyway, Garry Sun is pathetic, He's STILL angry because i figred
8 him a couple of months back because he was making sexual
9 advances towards me. Garry Sun is a crazed paparazzi who won't
10 leave me alone! I actually had to call the police on him one night
11 because he kept trying to hang around my house nad wouldn't leave
12 me alone! He is delusional and HELLOOO???? He's a
13 PAPARAZZI! A crazy one! Look at him! He's the psycho on the
14 right side of the picture posted! I remember calling the police on
15 him finally because after I fired him, he went crazy and threatened
16 to kill me and then would pop up at my house UN-INVITED!!! But
17 hey, that's what paparazzis do right? They hang out at celebrity's
18 homes, harassing them and that is EXACTLY what Garry Sun did
19 to me! So that's why i finally called the police on him one night
20 because he wouldn't leave me alone and even brought drugs over
21 and made sexual advances towards me! He's just a crazed paparazzi
22 who had a DANGEROUS FATAL ATTRACTION with me and is
23 still angry that I fired him."

24
25 I have SO, SO many witnesses to his bizarre behavior! First of all,
26 ALL OF MY STAFF MEMBERS HERE AT OMG, has witnessed
27 his craziness FIRST HAND! They have ALL WITNESSED IT!
28 Each and every single one of them! He would NON-STOP call,

1 text, and harass my other employer's here to the point where they
2 had to BEG him to leave them alone! We all had a group meeting
3 one day about him and his bizarre behavior and decided it was best
4 that NONE of us, responded to any of his crazy texts or phone calls
5 anymore! Then we all moved on with our lives, but apparently,
6 Garry hasn't and he is now trying to USE AND SLANDER MY
7 NAME to get himself some press! WOW! He's like another Adnan!
8 Remember that other crazy paparazzi who was doing that to Britney
9 Spears???? Well Garry is WAY WORSE!"

10
11 Wow.... if Garry is going to lie about something just to try to get
12 back to me, at least make up a lie that sounds credible! This lie is
13 SO FUNNY and FULL OF MISSING PUZZLE PIECES that he's
14 just making himself look more like a douchebag idiot! I have so
15 many witnesses with me that will gladly prove that everything
16 CRAZY GARRY is claiming is FLASE! Not only is it false, but it
17 is highly slanderous and defamatory! So in the court of law, I will
18 make sure that the plaintiff will be punished for making such
19 slanderous allegations to that degree! I will make sure that Garry
20 Sun, will no longer be able to work as a "PAPARAZZI" because if
21 he can do this to me, he will do this to any other celebrity out there
22 and try to make money off of them!

23
24 I will make SURE that all the celebrities know about Garry Sun,
25 well never mind, he already told on himself...so all the celebrities
26 will be VERY AWARE of who this CREEPY PAPARAZZI
27 named, Garry Sun is and stay far away from him! He is nothing
28 more than a leech, and a crazed paparazzi who has/had a FATAL

1 ATTRACTION TOWARDS ME AND IT SHOWS! This guy is
2 highly dangerous and in a way, I'm glad that he put himself on blast
3 like this because now NOBODY in this town will want to hire him
4 again, as he will be held liable for his crazy behavior and having
5 FATAL ATTRACTIONS towards celebrities and if things don't go
6 his way, he flips out and does something to this extent of craziness!

7
8 I have nothing further to say because well, you read the story
9 yourself and you tell me who's the crazy one! GARRY SUN! He
10 needs to be locked up immediately! He is mentally unstable, and is
11 a danger and threat to society! After I fired him, no other media
12 company would hire him again because of his crazy behavior! And
13 after pulling this crazy stunt, Garry Sun, will forever be blacklisted
14 from working in Hollywood again. Now that every celebrity will
15 know to stay away from this creep!! Wow and his story and
16 accusations against me?? WOW! That story is so out of this world
17 crazy, only a crazy person would make something like that up...
18 and that is none other than Garry Sun. EX-EMPLOYEE at OMG
19 and Crazy Paparazzi who had a FATAL ATTRACTION towards
20 me and that is why I fired him.

21
22 Garry.... please get help. You are endangering yourself, and to
23 society, and for your ridiculous claims against me, which is the
24 funniest shit I ever read, and I'm sure A LOT of people agree with
25 me on that, is ridiculous! The judge will laugh in your face and toss
26 your ass out of court with that ridiculous claim, and once you get
27 tossed out of court, it's MY TURN, to take your ass to court for
28 making up such a bullshit allegations against me! I have all of my

1 witnesses! Where are yours aside from the little people running
2 around in your little head??? LMAO!

3
4 Anyway, this guy is a crazy paparazzi! He will get what's coming to
5 him..... His story alone.... it's like.. he could have at least thought
6 it out a bit better before he put it out ya know??? Because now that
7 he put that lie out, he's going to get busted, one after the next, after
8 the next, once I prove that I was here the ENTIRE TIME with all of
9 my friends and witnesses! Hell, there are even picture's of me taken
10 by other paparazzi's while I was HERE IN LA around the SAME
11 TIME GARRY MADE THOSE RIDICULOUS CLAIMS THAT I
12 WENT TO TEXAS TO KIDNAP PEOPLE WITH GUNS!

13 LOL!!!! Wow.... Garry isn't very smart is he? But hey, he'll get
14 what's coming to him. I just can't stop laughing about his stupid
15 claim! It's the dumbest thing I have read in a LONG TIME!!!! Can
16 you imagine??? LMAO! His story makes NO SENSE at all! How
17 could I be in 2 places at the same time??? Garry needs to lay off
18 that crack pipe!

19
20 Anyway..... this will all be forgotten by tomorrow. Garry is just a
21 loser paparazzi who needs to be put in jail because his health and
22 mentality is a threat and danger to society. I will not let him do this
23 to another celebrity because he WILL! Crazy! Anyway, I'm not
24 mad... I just can't believe he's that dumb to put out a story THAT
25 STUPID!!! LOL.... Anyway..... see you in the crazy house Garry,
26 cuz that's where you're going!

27 ~Miss Tila (See www.misstilaomg.com)
28

1 9. Cross-Defendant made the false and unprivileged defamatory statements
2 against Cross-Complainant with an intent to injure Cross-Complainant in his personal and
3 employment reputation.

4 10. Cross-Complainant is informed and believes and upon such information
5 and belief alleges that Cross-Defendant knew that her allegations against Plaintiff were false.
6 The only purpose of which was to defame Plaintiff's good reputation and name and conceal her
7 own unlawful conduct.

8 11. The above-described statements made by Cross-Defendant were made to
9 Plaintiff's former colleagues, prospective employers, and to other third parties, persons who
10 neither inquired, nor had any need to know of the allegations against Plaintiff, and were made
11 with actual malice, i.e. in conscious disregard of the rights and interest of Plaintiff. Further, the
12 statements were made with malice because Cross-Defendant neither believed them to be true nor
13 had any reasonable basis for so believing.

14 12. Cross-Defendant intended to injure Cross-Complainant in making these
15 false statements as alleged, in order to facilitate and prevent disclosure of her own wrongdoing.
16 The acts of the Cross-Defendant as stated in the preceding paragraphs were done with express
17 and implied malice with design and intent to injure Plaintiff in his good name and reputation and
18 employment.

19 13. The words stated by Cross-Defendant were slanderous per se because they
20 were done with the design and intent to injure Plaintiff in his good name and reputation and
21 employment and therefore, Plaintiff need not prove damages.

22 14. Notwithstanding, the above-described defamatory statements were the
23 direct and legal cause of the following damages, in an amount according to proof, including:

- 24 (a) Substantial economic losses, including lost wages,
25 bonuses, promotional opportunities, seniority, and
26 other employment benefits, in an amount to be
27 determined according to proof at time of trial;
28 (b) Impairment and damage to Plaintiff's personal and

1 employment reputation in an amount to be
2 determined according to proof at time of trial, and,
3 general damages, consisting of pain and suffering,
4 mental upset, distress, aggravation, humiliation, and
5 embarrassment, in an amount to be determined
6 according to proof a time of trial.

7 15. Cross-Defendant acted maliciously, fraudulently and oppressively and with
8 conscious disregard for Cross-Complainant's rights. Cross-Complainant is thus entitled to
9 recover punitive damages from Cross-Defendant in an amount sufficient to punish and make an
10 example of Cross-Defendant, to be determined at the time of trial.

11 SECOND CAUSE OF ACTION

12 (For Intentional Infliction of Emotional Distress Against Cross-Defendant)

13
14 16. Cross-Complainant restates and incorporates by reference each and every
15 allegation contained in paragraphs 1 through 15 inclusive, as though fully set forth herein.

16 17. Cross-Defendant conduct was done with reckless disregard of the
17 probability of causing Cross-Complainant emotional distress or with the intent of causing Cross-
18 Complainant to suffer emotional distress.

19 18. Cross-Complainant did in fact suffer severe emotional distress. Cross-
20 Complainant's emotional distress was a direct and proximate result of the outrageous conduct of
21 Cross-Defendant.

22 19. Cross-Complainant has received death threats from unknown persons
23 regarding Cross-Defendant.

24 20. Moreover, Cross-Defendant conduct was oppressive, fraudulent, malicious,
25 despicable, and outrageous, and was carried on by Cross-Defendant with willful disregard of the
26 rights or safety of Cross-Complainant. Cross-Defendant therefore subjected Cross-
27 Complainant to cruel and unjust hardship in conscious disregard of Cross-Complainant's rights.
28 As a further proximate result of Cross-Defendant's actions against Cross-Complainant, as

1 alleged above, Cross-Complainant has been harmed in that Cross-Complainant has suffered
2 humiliation, mental anguish, emotional and physical distress, anxiety, and has been injured in the
3 mind and body. Cross-Complainant is thereby entitled to general and compensatory damages in
4 an amount to be proven at trial.

5
6 **PRAYER FOR RELIEF**

7 **WHEREFORE**, Cross-Complainant prays for damages against Cross-Defendant and
8 each of them as follows:

9 **FIRST CAUSE OF ACTION**

- 10 1. General, special and punitive damages in amounts to be proven at trial;
11 2. For the costs of suit herein incurred and for such other and further relief as this Court
12 may deem proper; and
13 Plaintiff further requests a jury trial on all issues.

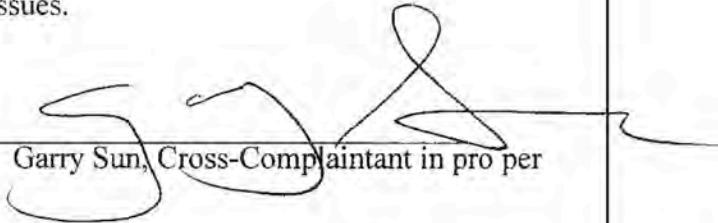
14 **SECOND CAUSE OF ACTION**

- 15 1. General, special and punitive damages in amounts to be proven at trial;
16 2. For the costs of suit herein incurred and for such other and further relief as this Court
17 may deem proper; and
18 Plaintiff further requests a jury trial on all issues.

19 **THIRD CAUSE OF ACTION**

- 20 1. General, special and punitive damages in amounts to be proven at trial;
21 2. For the costs of suit herein incurred and for such other and further relief as this Court
22 may deem proper; and
23 Plaintiff further requests a jury trial on all issues.

24
25 DATED: December 20, 2010

26 By: 
Garry Sun, Cross-Complainant in pro per

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6. b. **By United States mail.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in item 5 and *(specify one)*:

(1) deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

(2) placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at *(city and state)*: **Los Angeles**

c. **By overnight delivery.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses in item 5. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

d. **By messenger service.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in item 5 and providing them to a professional messenger service for service. *(A declaration by the messenger must accompany this Proof of Service or be contained in the Declaration of Messenger below.)*

e. **By fax transmission.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed in item 5. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

f. **By electronic service.** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed in item 5.

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

Date: December 20, 2010

Joni Scarlett

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

(If item 6d above is checked, the declaration below must be completed or a separate declaration from a messenger must be attached.)



DECLARATION OF MESSENGER

By personal service. I personally delivered the envelope or package received from the declarant above to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package, which was clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

At the time of service, I was over 18 years of age. I am not a party to the above-referenced legal proceeding.

I served the envelope or package, as stated above, on *(date)*:

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

Date:

(NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Garry Sun <div style="background-color: black; width: 300px; height: 40px; margin: 5px 0;"></div> (Optional):	FOR COURT USE ONLY
ATTORNEY FOR (Name) in propria persona	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: same CITY AND ZIP CODE: Los Angeles BRANCH NAME: 90010	
PLAINTIFF/PETITIONER: Thien Thanh Thi Nguyen DEFENDANT/RESPONDENT: Garry Sun	CASE NUMBER: BC448633
<p style="text-align: center;">PROOF OF SERVICE—CIVIL</p> Check method of service (only one): <input type="checkbox"/> By Personal Service <input checked="" type="checkbox"/> By Mail <input type="checkbox"/> By Overnight Delivery <input type="checkbox"/> By Messenger Service <input type="checkbox"/> By Fax <input type="checkbox"/> By Electronic Service	JUDGE: Bryant-Deason DEPT: 52

(Do not use this proof of service to show service of a Summons and complaint.)

1. At the time of service I was over 18 years of age and not a party to this action.
2. My residence or business address is:
3. The fax number or electronic notification address from which I served the documents is (complete if service was by fax or electronic service):
4. On (date): **Dec. 20, 2010** I served the following documents (specify):
Demurrer and Cross-Complaint
- The documents are listed in the Attachment to Proof of Service—Civil (Documents Served) (form POS-040(D)).
5. I served the documents on the person or persons below, as follows:
 - a. Name of person served:
 - b. (Complete if service was by personal service, mail, overnight delivery, or messenger service.)
 Business or residential address where person was served:
 - c. (Complete if service was by fax or electronic service.)
 - (1) Fax number or electronic notification address where person was served:
 - (2) Time of service:
- The names, addresses, and other applicable information about persons served is on the Attachment to Proof of Service—Civil (Persons Served) (form POS-040(P)).
6. The documents were served by the following means (specify):
 - a. **By personal service.** I personally delivered the documents to the persons at the addresses listed in item 5. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents, in an envelope or package clearly labeled to identify the attorney being served, with a receptionist or an individual in charge of the office, between the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the party or by leaving the documents at the party's residence with some person not younger than 18 years of age between the hours of eight in the morning and six in the evening.

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