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9/15/10  
A60020

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

SEP 30 2010

John A. Clarke/Executive Officer/Clerk  
By Amber Lafleur-Clayton Deputy  
AMBER LAFLEUR-CLAYTON

6 Attorney for Plaintiff Gina Rodriguez aka Demi Delia,  
7 And DD Entertainment, LLC.

D. 58 Rof Tieu

8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **IN AND FOR THE COUNTY LOS ANGELES**  
10 **STANTLEY MOSK COURTHOUSE**

13 )  
14 )  
14 GINA RODRIGUEZ, AKA DEMI DELIA; DD )  
15 ENTERTAINMENT, LLC, a Limited Liability )  
16 Company, )

Case No.

BC446484

17 Plaintiffs, )

**PLAINTIFF'S VERIFIED COMPLAINT  
FOR TEMPORARY RESTRAINING  
ORDER, PRELIMINARY INJUNCTION,  
AND DAMAGES**

18 v. )

19 MELINDA JANNETTE aka DEVON JAMES )  
20 and DOES 1 THROUGH 20, INCLUSIVE. )

21 Defendants. )

22 \_\_\_\_\_  
23 Plaintiff alleges:

24 1. Plaintiff, Gina Rodriguez, aka Demi Delia ("Rodriguez") is, and at all times mentioned  
25 in this complaint, a resident of the State of California, in the County of Los Angeles and is the owner  
26 DD Entertainment, LLC.

27 2. Plaintiff, DD Entertainment, LLC, ("DD") is and at all times mentioned in this  
28 complaint, a limited liability company engaged in the business of talent management, in the State of

U17/CASE: K0146484 LEA/REF#:  
RECEIPT #: JCHS0305703 J  
DATE P/D: 09/30/10 01:20:49 PM  
PAYMENT: \$55.00  
RECEIVED: 0310  
HEC  
ASH  
HANE  
ART

09/29/10

1 California, with its principal place of business in the county of Los Angeles. Hereinafter Rodriguez  
2 and DD will sometimes collectively be referred to as "Plaintiffs"

3 3. Rodriguez is informed and believes and thereon alleges that at all times mentioned  
4 herein Defendant Melinda Jannette, aka Devon James (hereinafter "Defendant") resides in the State of  
5 Florida at 8106 Timberlake Lane Sarasota, Fl 34243, but regularly transacts a majority of her business  
6 in the State of California. Defendant entered into a contract with DD on April 2, 2010 ("Contract") in  
7 the County of Los Angeles, State of California. A true and correct of such contract is attached hereto as  
8 Exhibit A and is incorporated by reference herein.

9 4. This Court has both personal jurisdiction over the parties as well as subject matter  
10 jurisdiction over the matter, as per the Contract Defendant and Plaintiff agreed the Contract would be  
11 construed in accordance with the laws of the State of California applicable to contracts entered into and  
12 performed, as well as agreeing to submit to the jurisdiction of the California courts in the event of a  
13 dispute relating to the Contract or the subject matter of it. (See Exhibit A, pg. 2, paragraph 3.)

14 5. Defendants Doe 1 through Doe 20, inclusive, are sued in this complaint under fictitious  
15 names. Their true names and capacities are unknown to Plaintiff. When their true names and  
16 capacities are ascertained, Plaintiffs will amend this complaint by inserting their true names and  
17 capacities herein.

18 6. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named  
19 defendants is responsible in some manner for the occurrences alleged in this complaint, and that Plaintiff's  
20 damages as alleged in this complaint, were proximately caused by those defendants.

21 7. On or about April 2, 2010 Rodriguez (on behalf of DD) and Defendant entered into a  
22 contract, wherein Rodriguez agreed to be Defendant's personal manager for a period of three years, for  
23 the purposes of managing Defendant's various artistic talents, and Defendant agreed to compensate  
24 Rodriguez twenty percent (20%) of any and all gross monies/consideration received.

25 8. On or about June 11, 2010, several emails went back and forth between Rodriguez and  
26 Defendant as to Rodriguez's compensation (per DD'S agreement with Defendant) for a movie project  
27 ("Vivid Project") done by Defendant, a website design ("Web Design Project") done by DD for  
28

1 county of Los Angeles. Hereinafter Rodriguez and DD will sometimes collectively be referred to as  
2 "Plaintiffs"

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4 herein Defendant Melinda Jannette, aka Devon James (hereinafter "Defendant") resides in the State of  
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27 ("Vivid Project") done by Defendant, a website design ("Web Design Project") done by DD for  
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1 Defendant, in addition to a few other services done by DD for Defendant, for a partial fee of \$1,900  
2 (DD's total fee for the Web Design Project to date is \$3,500). In such emails, Defendant admits to  
3 Rodriguez that DD is entitled to its partial fee for the Web Design project, its full fee for the Vivid  
4 Project, and the services, and even authorizes Rodriguez to take her fee owed to DD, but is now  
5 constantly harassing and threatening Rodriguez in attempts of getting such payment back. True and  
6 correct copies of such emails, as well as the Web Design Project invoice, paid by Rodriguez and then  
7 billed to Defendant, is attached as Exhibit B and is incorporated by reference herein.  
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9  
10 9. On or about June 18, 2010, DD, per its Contract with Defendant, entered into a contract  
11 with Splash, an imaging company in the business of purchasing celebrity photos for the purpose of  
12 selling them to worldwide media outlets, on behalf of Defendant ("Splash Project"). Defendant was to  
13 be compensated a total of \$3,402.76 for such project. Thus, per Rodriguez's Contract with Defendant,  
14 DD is entitled to \$680.56 (20%) from the Splash Project, which till this day DD has not been paid on  
15 yet, as such is still an outstanding invoice with Splash. A true and correct copy of the Splash Project  
16 invoice is attached as Exhibit C and is incorporated by reference herein. However Defendant has and  
17 continues to send Rodriguez numerous threatening and harassing emails about such payment for the  
18 Splash Project.  
19

20  
21 10. On or about June 24, 2010 Defendant filed for child support, fraudulently stating she is  
22 an self-employed/independent contractor of DD. Defendant also fraudulently listed her husband Nick  
23 Jannette ("Mr. Jannette"), as one of the owners of DD. At no point and time did Defendant work for  
24 Plaintiffs in any capacity nor was Mr. Jannette ever a co-owner of DD. Rodriguez is and always has  
25 been the sole owner of DD. The Contract clearly states that Rodriguez as being the exclusive personal  
26 manager of Defendant. (See Exhibit A, Page 1.) A true and correct copy of Defendant's child support  
27 claim is attached hereto as Exhibit D and is incorporated by reference herein.  
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1 11. Beginning on or about August 25, 2010 and continuing to the present time, Defendant  
2 wrongfully and unlawfully started harassing Plaintiff by way of posting demeaning and untruthful  
3 comments on several social network blogs, including but not limited to Twitter and Facebook. Such  
4 comments have humiliated and degraded Plaintiff in her profession and personal life. In addition to  
5 defaming Plaintiff on several social network blogs, Defendant has also threatened and harassed Plaintiff  
6 by way of voicemails, text messages and emails. True and correct copies of such demeaning comments  
7 posted by Defendant on Facebook and Twitter, in addition to Defendant's harassing emails are attached  
8 as Exhibit E and are incorporated by reference herein.  
9

10  
11 12. Due to Defendant's constant harassment and threatening phone calls, voicemails, emails,  
12 and demeaning internet posts, on or about August 31, 2010, Rodriguez was forced to retain an attorney,  
13 Ms. Angelia Leon ("Ms. Leon") for the purposes of protecting herself.

14  
15 13. On or about September 15, 2010, Ms. Leon, without any prior knowledge of whether  
16 Defendant was represented by counsel or not, sent an email to Defendant in attempts of getting her to  
17 cease her untruthful and demeaning internet posts about Plaintiffs. Defendant then replied several  
18 times by way of malicious threats. Once Ms. Leon was contacted by Defendant's attorney, she then  
19 sent him several emails asking him to advise Defendant to cease and desist his harassing behavior of  
20 posting untruthful and demeaning posts about Plaintiffs on the internet, to no avail. True and correct  
21 copies of such emails are attached hereto as Exhibit F and are incorporated by reference herein.  
22

23 14. Fed up and annoyed with Defendant's unacceptable behavior of constant harassment, on  
24 or about September 20, 2010, Rodriguez filed an investigative report with the Los Angeles Police  
25 Department ("LAPD") in hopes of further preventing Defendant's continuous phone calls, voicemails,  
26 text messages, untruthful internet posts, and emails. A true and correct copy of such report is attached  
27 hereto as Exhibit G and is incorporated by reference herein.  
28

1 15. Rodriguez has on numerous occasions, as alleged above in paragraphs demanded that  
2 Defendant stop her constant harassing of phone calls, voicemails, text messages, untruthful/demeaning  
3 internet posts, and emails described above. Defendant has refused and still refuses to refrain from such  
4 conduct.

5 16. Defendant's constant harassment, unless and until enjoined and restrained by order of this  
6 court, will cause great and irreparable injury to Plaintiffs, as Defendant's conduct has and continues to  
7 subject Plaintiffs to shame, ridicule and embarrassment. Several of Defendant's internet posts have  
8 mentioned the following about Rodriguez and DD:

9 1) "Selling out to an LA Bitch" (See Exhibit E, Pg. 1)

10 2) "Watch out when 'thanking' Gina" (See Exhibit E, Pg. 2)

11 3) "She's a thief" (See Exhibit E, Pg. 5)

12 4) "Demi Delia doesn't pay her people and fck her" (See Exhibit E, Pg. 5)

13 5) "DD management are thieves. And she will eventually screw you and use your money to go  
14 to Spain" (See Exhibit E, Pg. 5)

15 6) "See me live tonight on national tv dishing the dirt in tiger and how dd management aka Gina  
16 Rodriguez screwed me" (See Exhibit E, Pg. 5)

17 7) "See me live on National tv tonight airing my story and how dd management group screwed  
18 me" (See Exhibit E, Pg. 7)

19 8) "DD management group don't do business with them cause if Demi gets mad she threatens  
20 not to pay you bitch owes me in excess of 3800.00 and we'll see her in court" (See Exhibit E, Pg. 8, 13)

21 9) "One word thief" (See Exhibit E, Pg. 8, 13)

22 10) Demi Delia is a lying thief cant wait until I call your mans wife ho then well see bitch cant  
23 wait to see you somewhere ur ass is beat" (See Exhibit E, Pg. 8)

24 11) "shes a fucking cunt" (See Exhibit E, Pg. 8)

25 12) "She even stole a bunch of my clothes in la and wont send them back" (See Exhibit E, Pg.  
26 8)

27 13) "She is a fcking whore bag slut" (See Exhibit E, Pg. 8)

28 14) "Gina Rodriguez is sleeping with a married man who lives in atlanta, ga whose wife has her  
retarded show mommyxxx canceled" (See Exhibit E, Pg. 14)

15 Why are friends with scumbag Gina Rodriguez she has stole over 10k from me and is  
sleeping with a married man all she is, is a commin whore" (See Exhibit E, Pg. 14)

1 16) "Gina Rodriguez is a slut" (See Exhibit E, Pg. 14)

2 17) Gina Rodriguez and dd management have stolen from me money and possessions" (See  
3 Exhibit E, Pg. 14)

4 18) Gina Rodriguez is a liar and her atty is a nut, see you in court ladies" (See Exhibit E, Pg. 14)

5 19) "Just filed my lawsuit against dd management group and gina the thief rodriguez sse u in  
6 manatee county hO" (See Exhibit E, Pg. 15)

7 20) "G R from DD is a thieving c\*nt bag whore"

8 21) "Demi Delia smokes crack"

9 17. Furthermore, such libelous posts have caused and continue to cause Plaintiffs irreparable  
10 harm in the professional business arena and have interfered with several of Plaintiffs existing contracts  
11 with third parties. Since the start of Defendant's harassment till the present, Plaintiff has been unable to  
12 conduct her established business of talent management.

13 18. Rodriguez has also been harmed in her personal life, as several of Defendant's  
14 untruthful internet blogs refer to Rodriguez being unchaste.

15 19. Plaintiff has no adequate remedy at law for the injuries that are threatened by  
16 Defendant's constant harassment, as pecuniary compensation would not afford adequate relief since  
17 it will be impossible for plaintiff to determine the precise amount of damage that Plaintiff will suffer if  
18 defendants' conduct is not restrained.

19 20. As a proximate result of Defendant's wrongful conduct, Rodriguez's business  
20 (Plaintiff DD) has been damaged in the sum of \$10,000. Plaintiff will be further damaged in like  
21 manner so long as Defendant's conduct continues. The full amount of this damage is not now  
22 known to Plaintiffs, and Plaintiffs will amend this complaint to state this amount when it becomes known  
23 to Plaintiffs or on proof of the damages.

24 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

25 1. For an order requiring Defendants to show cause, if any they have, why they should  
26 not be enjoined as set forth in this complaint, during the pendency of this action;

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29/38/12

1           2.       For a temporary restraining order, a preliminary injunction, and a permanent injunction,  
2 all enjoining Defendant and her agents, servants, and employees, and all persons acting under, in concert  
3 with, or for them:

- 4           a.       From engaging in any conduct that harasses Plaintiffs by way of, including but not limited to  
5                vexing phone calls, voicemails, text messages and emails.  
6           b.       From further posting untruthful, demeaning and defamatory/libelous on social network sites,  
7                including but not limited to Twitter and Facebook about Plaintiffs.  
8           c.       From contacting any individuals, entities or parties to relay the untruthful, demeaning and  
9                defamatory/libelous internet posts previously posted by Defendant on Twitter and Facebook  
10            about Plaintiffs.  
11           d.       To taking down all libelous and defamatory internet post about Rodriguez and DD from,  
              including but not limited to Twitter and Facebook.

12           3.       For damages in the sum of \$10,000 plus damages in such further sums as may be  
13 sustained and as are ascertained before final judgment in this action;

- 14           4.       For costs of suit incurred in this action; and  
15           5.       For such other and further relief as the court deems proper.

16  
17  
18 Dated: September 29, 2010

RESPECTFULLY SUBMITTED,

BEVERLY HILLS LAW ASSOCIATES

Signed: 

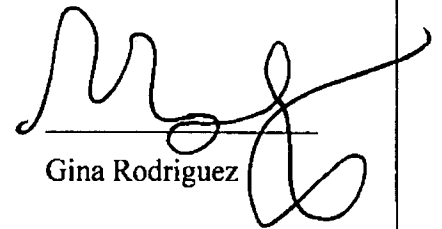
Angelica M. Leon, Esq.  
Attorney for Plaintiffs Gina Rodriguez aka Demi Delia  
and DD Entertainment, LLC.

VERIFICATION

I, Gina Rodriguez aka Demi Delia and owner of DD Entertainment, LLC, am the plaintiff in the above-entitled action. I have read the foregoing complaint and know its contents. The same is true of my own knowledge, except as to those matters that are alleged in the complaint on information and belief, and as to those matters, I believe them to be true.

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

September 29, 2010

  
Gina Rodriguez



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