

1 David J. Harter  
2 Law Offices of David J. Harter  
3 A Professional Corporation  
4 13681 Newport Ave., Suite 8-608  
5 Tustin, CA 92780  
6 (714) 731-2550  
7 (714) 731-2595 fax  
8 [djh@djh-law.com](mailto:djh@djh-law.com)

9 Bar No. 162426

10 Attorneys for Plaintiff George Sharp

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**07/20/2012** at 11:32:15 AM  
Clerk of the Superior Court  
By Maria Gina Barr, Deputy Clerk

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

13 GEORGE SHARP, an individual, )  
14 )  
15 Plaintiff, )

16 vs. )

17 MICHAEL OSBORN aka MICHAEL )  
18 OSBORN ISON, an individual; )  
19 ILLUMINATION FRAUD FOUNDATION, )  
20 an unknown business entity; ABUSE OF )  
21 LAW.ORG, an unknown business entity; )  
22 ANIKO KAYE aka A.A. KAYE aka ANIKO )  
23 KAYE-GADIAL aka ANIKO DEVENYI aka )  
24 ANIKO GADIAL aka ANI DEVENYI aka )  
25 ANIKO DEVENYI, an individual; and DOES )  
26 1 through 50, inclusive, )  
27 Defendants. )

**CASE NO.:** 30-2012-00585348-CU-CL-CJC

**COMPLAINT FOR:**

1. BREACH OF CONTRACT
2. DEFAMATION
3. INVASION OF PRIVACY

Judge Thierry Patrick Colaw

28 Plaintiff alleges as follows:

1. Plaintiff GEORGE SHARP is an individual residing in San Diego County, California.
2. Defendant MICHAEL OSBORN aka MICHAEL OSBORN ISON is an individual whose current mailing address is 1410 Pine Tree Court, La Habra, California and who

1 entered into contracts with the plaintiff in Orange County, California which were to be  
2 performed in Orange County, California. Plaintiff is further informed and believes that  
3 Defendant MICHAEL OSBORN aka MICHAEL OSBORN ISON conducts business in Orange  
4 County, California.

5 3. Venue is proper in Orange County, California at the Central Justice Center  
6 because contracts at issue were entered into in Santa Ana, California, were supposed to be  
7 performed in Santa Ana, California and are to be enforced in Santa Ana, California. Further,  
8 Defendant Michael Osborn conducts business in Orange County California and is his latest  
9 address is in Orange County, California. This is an Unlimited Jurisdiction case because the  
10 amount in controversy exceeds \$25,000.

11 4. The true names or capacities, whether individual, corporate, associate or  
12 otherwise of defendant DOES 1 through 50, inclusive, are unknown to plaintiff, who therefore  
13 sues those defendants by fictitious names. Plaintiff will seek leave to amend this complaint to  
14 reflect their true names and capacities when plaintiff ascertains them. Plaintiff alleges on  
15 information and belief that each of the defendants designated as a DOE defendant is responsible  
16 in some manner for the events and happenings referenced herein, and caused injury and damages  
17 to plaintiff as alleged herein. Defendants MICHAEL OSBORN aka MICHAEL OSBORN  
18 ISON, ILLUMINATION FRAUD FOUNDATION, ABUSE OF LAW.ORG, ANIKO KAYE  
19 aka A.A. Kaye aka Aniko Kaye-Gadial aka Aniko Devenyi aka Aniko Gadial, aka Ani Devenyi,  
20 aka Aniko Devenyi and DOES 1 through 50, inclusive, are collectively referred to herein as  
21 “Defendants.”

22 5. Plaintiff alleges on information and belief each of the Defendants were the agents  
23 and/or employees of each of the remaining Defendants, and were at all times acting within the  
24 scope and course of their employment and/or agency. Additionally, plaintiff alleges on  
25 information and belief that each of the Defendants authorized, consented to and/or ratified each  
26 act and/or omission of each of the remaining Defendants as hereinafter alleged. Furthermore,  
27 each of the Defendants was the alter-ego, conspirator, joint venturer, successor-in-interest, parent  
28

1 or successor entity, or otherwise jointly and severally or otherwise responsible for the acts,  
2 omissions, and/or contractual liability of the remaining Defendants.

3 **FIRST CAUSE OF ACTION FOR**  
4 **BREACH OF WRITTEN CONTRACT**

5 **(Against Defendant MICHAEL OSBORN and DOES 45 to 50)**

6 6. Plaintiff repeats and realleges and incorporates by reference as though fully set  
7 forth herein each and every allegation contained in Paragraphs 1 through 6, above.

8 7. Plaintiff and MICHAEL OSBORN and other Defendants entered into a written  
9 Payoff/Compromise Agreement on Judgment, dated as of March 23, 2009, and a written  
10 Payoff/Compromise Agreement on Judgment, dated as of October 19, 2009, which provided,  
11 among other things, that Defendants were obligated to pay plaintiff a certain sum of money  
12 according to certain conditions, and in exchange, plaintiff would acknowledge satisfaction of a  
13 certain judgment plaintiff had obtained against Defendants. The judgment was in connection  
14 with that certain matter entitled Sharp v. Victory Capital, et al.; Case No. 05CC10976 and in the  
15 principal amount of \$405,000.00.

16 8. Specifically, the March 23, 2009 contract provided that if Defendants failed to  
17 make the payments called for under that contract and collection activities resumed, that any  
18 attorneys' fees incurred in pursuing collection of the judgment from that point would be  
19 recoverable. The October 19, 2009 contract also provided that any attorney's fees incurred in  
20 pursuing collection of the judgment would be recoverable.

21 9. Defendants breached each of these contracts by filing a certain motion to tax costs  
22 which resulted in \$20,858.00 in fees incurred being removed from the outstanding judgment  
23 against Defendants. Further, in light of a certain court ruling, the additional legal fees being  
24 incurred also would be subject to a motion to strike and hence will need to paid directly by  
25 Defendants or be asserted in a new action against Defendants.

26 10. Also, based upon Defendants' prior position regarding the right to credit of the  
27 monies obtained in pursuing third parties in an effort to satisfy the judgment held against  
28 Defendants, plaintiff has provided Defendants with a credit for the net monies recovered in each

1 of these cases without offsetting the money expended in the unsuccessful attempt to recoup  
2 certain monies from Gazoo Energy Group. Hence, like the attorneys' fees currently being  
3 incurred in plaintiff's collection activities, plaintiff is seeking these monies from Defendants  
4 directly rather than adding them to the existing judgment.

5 11. Therefore, the attorneys' fees incurred in attempting to collect upon the judgment  
6 against Defendants which have not been added to the existing judgment. The amount due as of  
7 July 5, 2012 totals \$95,217.67 and continues to increase as collection efforts continue. The  
8 balance sought as of July 5, 2012 is calculated as follows:

9	\$20,858.00	Attorney's fees stricken from the Post Judgment Memorandum of Costs
10	\$23,748.00	Attorney's fees incurred from 1/4/2012 to July 5, 2012
11	(\$11,000.00)	Credit for attorney's fees awarded on Motion for Satisfaction of Judgment
12	\$59,261.67	Attorney's fees and costs related to Gazoo Energy Group action
13	-----	
14	<b>\$95,217.67</b>	<b>Total Due as of July 5, 2012</b>

15 12. Plaintiff performed all obligations required of him under the contracts except  
16 those from which he was excused.

17 13. As a direct and proximate result of Defendants' breaches, plaintiff has been  
18 damaged in an amount to be proven at trial but not less than \$95,217.67.

19 14. As this is a sum capable of calculation, the Plaintiff is entitled to prejudgment  
20 interest from January 4, 2012 at the rate of 10% per annum. The current daily rate is \$26.09.

21 15. Plaintiff further seeks the recovery of attorneys' and costs pursuant to the written  
22 contracts.

23 **SECOND CAUSE OF ACTION FOR**

24 **DEFAMATION**

25 **(Against All Defendants)**

26 16. Plaintiff repeats and realleges and incorporates by reference as though fully set  
27 forth herein each and every allegation contained in Paragraphs 1 through 15, above.

1           17.     MICHAEL OSBORN was found liable of defrauding Plaintiff in 2006, and a  
2 resulting judgment was awarded in the sum of \$405,000. Plaintiff has spent substantial time and  
3 effort to expose the scams of this individual and to collect upon this judgment.

4           18.     In 2010, MICHAEL OSBORN was convicted of six (6) felony counts in the  
5 Orange County Superior Court and sentenced to 32 months for these convictions. Plaintiff had  
6 cooperated with the Fullerton police department, during the investigation, and then with the  
7 Orange County District Attorney's offices, during the prosecution. In addition, Plaintiff  
8 provided a written brief to the Court, outlining MICHAEL OSBORN's history of fraud,  
9 wrongdoings and other convictions, in conjunction with the sentencing hearing.

10          19.     Upon his early release from prison, after having served 13 months of his sentence,  
11 MICHAEL OSBORN, with contributing efforts from ANIKO KAYE established a website  
12 under the domain name www.AbuseOfLaw.org in an attempt to wrongfully punish Plaintiff and  
13 to reestablish their own credibility. In fact, that publication states that it will do everything it can  
14 to have Plaintiff convicted in the court of public opinion. To that end, Defendants have  
15 published a continuous flow of articles subjecting Plaintiff to numerous, unfounded allegations  
16 of crimes allegedly committed, including but not limited to securities fraud, witness tampering,  
17 jury tampering, extortion and even murder. To date, there has been no less than 29 articles  
18 published targeting Plaintiff and 15 in the month of February alone.

19          20.     Plaintiff is informed and believes that Defendant MICHAEL OSBORN is  
20 employed by Defendant Abuse of Law.org and/or Defendant the Illumination Fraud Foundation  
21 who is the parent company for Abuse of Law.org and has written the articles contained on that  
22 website in his capacity as an agent of Defendant's Abuse of Law.org and Defendant Illumination  
23 Fraud Foundation.

24          21.     MICHAEL OSBORN is the current resident of ANIKO KAYE's property at 4219  
25 Benedict Canyon, Sherman Oaks, California. Kaye has admitted, under oath, to having joined in  
26 the AbuseofLaw.org campaign to malign Plaintiff. During various times in the autumn of 2011,  
27 ANIKO KAYE provided MICHAEL OSBORN with personal financial data belonging to  
28 Plaintiff, including the credit report that he attached to the application for lease of his apartment

1 at the Roxbury property. This credit report, along with illegally obtained DMV records and  
2 other private information of Plaintiff, including his residential address, has been and continues to  
3 be published on the internet. On November 18, 2011, ANIKO KAYE also published her own  
4 article on the Abuse of Law website, entitled "Part I – The 'Predator' Destroys An American  
5 Dream," alleging that Plaintiff acted in a conspiracy to ruin her life. That article was written in  
6 concert with an earlier article, written by MICHAEL OSBORN, which accused Plaintiff of  
7 committing felony-murder by driving ANIKO KAYE's terminally ill brother-in-law to commit  
8 suicide. Defendant MICHAEL OSBORN also assisting the writing of the article by ANKIKO  
9 KAYE.

10 22. Accordingly, Defendants harmed Plaintiff by making one or more of the  
11 foregoing statements, writings and/or publications.

12 23. The foregoing statements, writings and/or publications were not privileged and  
13 Plaintiff did not consent to them being made.

14 24. Specifically, Defendants made one or more of the foregoing statements, writings  
15 and/or publications to persons other than Plaintiff.

16 25. These people reasonably understood that the foregoing statements, writings and/or  
17 publications were about Plaintiff.

18 26. These people reasonably understood the foregoing statements, writings and/or  
19 publications to mean that Plaintiff had committed a crime.

20 27. Also, because of the facts and circumstances known to the listeners or readers of  
21 the foregoing statements, writings and/or publications, they tended to injure Plaintiff in his  
22 occupation and to expose him to hatred, contempt, ridicule, or shame and to discourage others  
23 from associating or dealing with him.

24 28. The foregoing statements, writings and/or publications were false.

25 29. In addition, there is clear and convincing evidence that Defendants knew the  
26 foregoing statements, writings and/or publications were false or had serious doubts about the  
27 truth of the foregoing statements, writings and/or publications.  
28

1           30.     Therefore, Plaintiff is entitled to recover his actual damages because Defendants'  
2 wrongful conduct was a substantial factor in causing:

- 3           a.     Harm to Plaintiff's property, business, trade, profession, or occupation;
- 4           b.     Expenses Plaintiff had to pay as a result of the defamatory statements;
- 5           c.     Harm to Plaintiff's reputation; and
- 6           d.     Shame, mortification and hurt feelings.

7           31.     Notwithstanding, even if Plaintiff has not suffered any actual damages for harm to  
8 reputation or shame, mortification, or hurt feelings, the law nonetheless assumes that he has  
9 suffered this harm. Thus, without presenting evidence of damage, Plaintiff is entitled to receive  
10 compensation for this assumed harm in whatever sum is reasonable. In any case, Plaintiff is  
11 entitled to an award of at least a nominal sum, such as one dollar.

12           32.     Upon an adjudication of the defamatory nature of the publications, Plaintiff is also  
13 entitled to an injunction prohibiting defendants from repeating the defamation.

14           33.     Plaintiff is also entitled to recover damages to punish Defendants because clear  
15 and convincing evidence demonstrates that Defendants acted with malice, oppression, or fraud.

16                                   **THIRD CAUSE OF ACTION FOR**  
17                                   **INVASION OF PRIVACY**  
18                                   **(Against All Defendants)**

19           34.     Plaintiff repeats and realleges and incorporates by reference as though fully set  
20 forth herein each and every allegation contained in Paragraphs 1 through 31, above.

21           35.     As set forth above, Defendants violated Plaintiff's right to privacy by publishing  
22 Plaintiff's credit report on the Internet.

23           36.     Specifically, Defendants publicized private information concerning Plaintiff by  
24 making it public by communicating it to the public at large and to so many people that the  
25 information was substantially certain to become public knowledge.

26           37.     A reasonable person in Plaintiff's position would consider the publicity highly  
27 offensive.

28

1           38. Defendants knew, or acted with reckless disregard of the fact, that a reasonable  
2 person in Plaintiff's position would consider the publicity highly offensive.

3           39. Plaintiff's private information was not of legitimate public concern and did not  
4 have a substantial connection to a matter of legitimate public concern. Specifically, there was no  
5 social value to the information, the extent of the intrusion into Plaintiff's privacy and violated  
6 duties as a landlord, and Plaintiff certainly did not consent to the publicity explicitly or by  
7 voluntarily seeking public attention or a public office.

8           40. Plaintiff was harmed and Defendants' conduct was a substantial factor in causing  
9 such harm.

10          41. Therefore, Plaintiff is entitled to recover his actual damages because Defendants'  
11 wrongful conduct was a substantial factor in causing:

- 12           a. Harm to Plaintiff's property, business, trade, profession, or occupation;
- 13           b. Expenses Plaintiff had to pay as a result of the defamatory statements;
- 14           c. Harm to Plaintiff's reputation and loss of standing in the community; and
- 15           d. Mental suffering, anxiety, humiliation, emotional distress, shame,  
16                 mortification and hurt feelings.

17          42. Plaintiff is also entitled to recover damages to punish Defendants because clear  
18 and convincing evidence demonstrates that Defendants acted with malice, oppression, or fraud.

19          WHEREFORE, Plaintiff prays for relief as follows:

20          1. On the first cause of action against Defendant Michael Osborn and Does 45 to 50  
21 for:

- 22           A. Damage as proven at the time of trial which as of July 5, 2012 totals  
23                 95,217.67;
- 24           B. Prejudgment Interest at the rate of 10% per annum from January 4, 2012  
25                 to the entry of judgment, at the current daily rate of \$26.09;
- 26           C. For costs of suit incurred herein, including attorneys' fees; and
- 27           D. For any other relief the Court deems just and/or proper.

28          2. On the Second and Third Causes of Action against all defendants for:

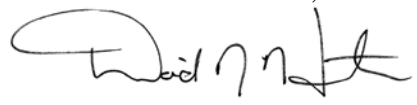


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- A. Compensatory damages;
- B. For incidental and consequential damages;
- C. For restitution;
- D. For actual damages;
- E. For nominal damages;
- F. For punitive damages;
- G. For injunctive relief;
- H. For costs of suit incurred herein; and
- I. For any other relief the Court deems just and/or proper.

Dated: July 20, 2012

Law Offices of David J. Harter, APC



By:

\_\_\_\_\_  
David J. Harter, Attorneys for Plaintiff  
George Sharp