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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

LEN KOMAR, an individual,

Plaintiff,

v.

REALTORS PROPERTY RESOURCE,  
L.L.C., an Illinois limited liability company;  
NATIONAL ASSOCIATION OF  
REALTORS, an Illinois corporation;  
MARTY FRAME, an individual; BRETT  
NORDBY, an individual; DALE ROSS, an  
individual; JEFF YOUNG, an individual;  
RIAD BACCHUS, an individual; HMB  
CONSULTING LLC, a California limited  
liability company; and DOES 1-20,  
inclusive,

Defendants.

Case No.: 30-2019-01066161-CU-NP-NJC

[Unlimited Civil Case] Judge Craig Griffin

**COMPLAINT FOR:**

1. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONSHIP;**
2. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
3. **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

**DEMAND FOR JURY TRIAL**

Plaintiff Len Komar (hereinafter "Plaintiff") alleges:

**INTRODUCTION**

This is an action by Plaintiff Len Komar for intentional interference with contract, intentional interference with prospective economic advantage and negligent interference with prospective economic advantage against Defendants Realtors Property Resource, L.L.C., National Association of Realtors, Marty Frame, Brett Nordby, Dale Ross, Jeff

1 Young, Richard Bacchus and HMB Consulting, LLC (hereinafter collectively  
2 “Defendants”).

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4 **JURISDICTION AND VENUE**

5 1. This action arises under California law and the amount in controversy  
6 exceeds \$25,000.00.

7 2. Jurisdiction is proper pursuant to Cal. Civ. Proc. Code §§ 410.10, 410.50  
8 and 1060.

9 3. Venue is proper in this judicial district pursuant to Code of Civil Procedure  
10 sections 395 and 395.5. Defendants’ liability arises in this county because the alleged  
11 conduct occurred in this county.

12 **THE PARTIES**

13 4. Plaintiff is Len Komar, an individual, residing in Tustin, Orange County,  
14 California (hereinafter “Plaintiff”). Plaintiff is an experienced technology consultant.

15 5. Defendant Realtors Property Resource, L.L.C. (hereinafter “RPR”) is, and  
16 at all times herein mentioned, was an Illinois limited liability company with offices located  
17 on Orange County, California. RPR is, and at all times herein mentioned, was doing  
18 business in Orange County, California.

19 6. Defendant National Association of Realtors (hereinafter “NAR”) is, and at  
20 all times herein mentioned, was an Illinois corporation with offices located at 430 N.  
21 Michigan Avenue, Chicago, Illinois 60611. Defendant National Association of Realtors  
22 (hereinafter “NAR”) is the manager of Realtors Property Resource, L.L.C.

23 7. Defendant Marty Frame is an individual residing in Orange County,  
24 California. Defendant Marty Frame is, and at all times herein mentioned, was the  
25 President of Realtors Property Resource, L.L.C.

26 8. Defendant Brett Nordby is an individual residing in Orange County,  
27 California. Defendant Brett Nordby is, and at all times herein mentioned, was the Vice  
28 President of Information Technology at Defendant RPR.

1           9.       Defendant Dale Ross is an individual residing in Illinois. Defendant Dale  
2 Ross was, at all times herein mentioned, the Chief Executive Officer of Defendant RPR.

3           10.       Defendant Jeff Young is an individual residing in Illinois. Defendant Jeff  
4 Young was, at all times herein mentioned, the Treasurer of Defendant RPR.

5           11.       Defendant HMB Consulting LLC (hereinafter "HMB") is a California limited  
6 liability company with offices in Orange County, California. Defendant HMB is, and at all  
7 times herein mentioned, was doing business in Orange County, California.

8           12.       Defendant Riad Bacchus is an individual residing in Orange County,  
9 California. Defendant Riad Bacchus is the managing member of Defendant HMB.

10          13.       At this present time, Plaintiff does not know the true names or capacities of  
11 Defendants sued in this complaint as DOES 1 through 20, sued by fictitious names.  
12 Plaintiff will amend this complaint to allege said names and capacities when that  
13 information is ascertained. Upon information and belief, Plaintiff alleges that each of the  
14 fictitiously named Defendants is legally responsible in some form or manner for the acts  
15 or omissions alleged and the injuries and damages claimed in this complaint.

16          14.       At all times herein mentioned, Defendants, and each of them, were a  
17 shareholder, an owner, a co-owner, an agent, representative, partner, and/or alter ego of  
18 its co-defendants, or otherwise acting on behalf of each and every remaining defendant  
19 and, in doing the things hereinafter alleged, were acting within the course and scope of  
20 their authorities as owner, co-owner, agent, representative, partner, and/or alter ego of  
21 its co-defendants, with the full knowledge, permission and consent of each and every  
22 remaining defendant, and each co-defendant having ratified the acts of the other co-  
23 defendants.

24          15.       Plaintiffs are informed and believe and, on that basis, allege that each of  
25 the Defendants, including DOES 1 through 20, inclusive, were at all times herein  
26 mentioned, acting in concert with, and in conspiracy with, each and every one of the  
27 remaining co-defendants.

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1           24. Plaintiff was assigned by LDS to perform work on the RPR Project both on  
2 site at RPR's offices located in Irvine, California and via telecommuting from his home,  
3 beginning on or about March 28, 2016.

4           25. HMB was designated by RPR as the project manager for the RPR Project.  
5 Riad Bacchus and HMB supervised Plaintiff's work on the RPR Project.

6           26. Plaintiff performed exceptional work on the RPR Project over the next fifteen  
7 months. Plaintiff directly contributed to the increased speed and efficiency of RPR's  
8 website. Plaintiff received accolades from Defendants Brett Nordby, RPR, HMB and  
9 Riad Bacchus for his exceptional work. Plaintiff also received accolades from LDS for his  
10 exceptional work.

11          27. Plaintiff did not receive any complaints from any person or entity regarding  
12 his work performed on the RPR Project.

13                               **FIRST CAUSE OF ACTION**

14                               **Against All Defendants**

15                               **(Intentional Interference with Contractual Relationship)**

16          28. Plaintiff incorporates by reference each and every allegation in the  
17 preceding paragraphs.

18          29. On or about June 1, 2017, Defendant Brett Nordby requested a telephone  
19 conference meeting with Defendant Marty Frame and Defendant Riad Bacchus.

20          30. On the June 1, 2017 telephone conference, Defendant Brett Nordby  
21 falsely represented to Defendant Marty Frame and Defendant Riad Bacchus that he had  
22 discovered that Plaintiff had been billing for hours he had not worked and was therefore  
23 collecting money to which he was not entitled. Defendant Brett Nordby intended to  
24 harm Plaintiff financially and to engage Defendants Marty Frame and Riad Bacchus in  
25 inducing LDS to terminate the LDS Contract with Plaintiff.

26          31. On the June 1, 2017 telephone conference, Defendants Brett Nordby,  
27 Marty Frame and Riad Bacchus discussed ways to induce LDS to terminate the LDS  
28 Contract with Plaintiff.

1           32.    The allegations of unethical, fraudulent and/or illegal billing practices by  
2 Plaintiff were in fact false and made up by Defendant Brett Nordby. Plaintiff worked  
3 every hour that he submitted to LDS for payment.

4           33.    Defendants Marty Frame and Riad Bacchus knew the allegations of  
5 unethical, fraudulent and/or illegal billing practices by Plaintiff were in fact false. Despite  
6 their knowledge of the falsity of the allegations, Defendants Marty Frame, RPR, HMB  
7 and Riad Bacchus went along with the scheme to induce LDS to terminate the LDS  
8 Contract with Plaintiff. Defendants NAR, Dale Ross, Jeff Young were aware of Brett  
9 Nordby's scheme to harm Plaintiff and interfere with the LDS Contract. Defendants  
10 NAR, Dale Ross and Jeff Young ratified and approved the scheme for the benefit of  
11 Brett Nordby.

12           34.    Defendant Riad Bacchus of HMB acting on behalf of all Defendants  
13 contacted Stephen Roe, the owner of LDS, and informed Mr. Roe of the allegations  
14 against Plaintiff. Defendant Riad Bacchus informed Stephen Roe and LDS that Plaintiff  
15 had to be terminated in order for LDS to continue working on the RPR Project for RPR.

16           35.    Defendant Riad Bacchus of HMB acting on behalf of all Defendants  
17 informed Plaintiff on June 1, 2017 that the LDS Contract was terminated effective  
18 immediately.

19           36.    On or about June 1, 2017, LDS terminated the LDS Contract with Plaintiff  
20 as a result of Defendants' conduct.

21           37.    Defendants' conduct prevented performance of the LDS Contract by  
22 Plaintiff and LDS.

23           38.    Defendants intended to disrupt performance of the LDS Contract by  
24 Plaintiff and LDS.

25           39.    As a proximate result of Defendants' conduct and the termination of the  
26 LDS Contract by LDS, Plaintiff has suffered damages.

27           40.    The aforementioned acts of Defendants, and each of them, were willful  
28 and malicious. Plaintiff is therefore entitled to punitive damages.

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2 **SECOND CAUSE OF ACTION**

3 **Against All Defendants**

4 **(Intentional Interference with Prospective Economic Advantage)**

5 41. Plaintiff incorporates by reference each and every allegation in the  
6 paragraphs above and realleges them as though fully set forth herein.

7 42. Plaintiff and LDS were in an economic relationship that would have  
8 resulted in Plaintiff becoming a salaried employee with LDS.

9 43. Defendants knew of the economic relationship between Plaintiff and LDS.

10 44. Defendants engaged in wrongful conduct in that Defendants'  
11 representations regarding Plaintiff's work and billing practices were false. Defendants  
12 knew these representations were false when they were made.

13 45. By engaging in their wrongful conduct, Defendants intended to disrupt the  
14 economic relationship between LDS and Plaintiff.

15 46. On or about June 1, 2017, the economic relationship between LDS and  
16 Plaintiff was disrupted and terminated.

17 47. As a proximate result of Defendants' conduct and the termination of the  
18 economic relationship between LDS and Plaintiff, Plaintiff has suffered damages.

19 48. The aforementioned acts of Defendants, and each of them, were willful  
20 and malicious. Plaintiff is therefore entitled to punitive damages.

21 **THIRD CAUSE OF ACTION**

22 **Against All Defendants**

23 **(Negligent Interference with Prospective Economic Advantage)**

24 49. Plaintiff incorporates by reference each and every allegation in the  
25 paragraphs above and realleges them as though fully set forth herein.

26 50. Defendants knew that the economic relationship between LDS and Plaintiff  
27 would be disrupted if they failed to act with reasonable care.

28 51. Defendants failed to act with reasonable care by making knowingly false

1 representations regarding Plaintiff's work and billing practices.

2 52. As a proximate result of Defendants' conduct and the termination of the  
3 economic relationship between LDS and Plaintiff, Plaintiff has suffered damages.

4 53. The aforementioned acts of Defendants, and each of them, were willful  
5 and malicious. Plaintiff is therefore entitled to punitive damages.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, plaintiff prays for judgment against defendant(s) as follows:

- 8 1. For damages.  
9 2. For exemplary and punitive damages;  
10 3. For his/her costs incurred; and  
11 4. For any other and further relief as the court may deem  
12 proper.

13 Dated: April 23, 2019

MADALA LAW

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17 By: Naveen Madala  
18 Naveen Madala  
19 Attorneys for Plaintiff  
20 Len Komar  
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