

1 32. Prospective contractual relations exist between CSD and third parties.

2 33. Defendant knew of the existence of these prospective contractual relations as a result of her
3 August 2010 meeting with CSD representatives and Mr. Kennedy.

4 34. Defendant intended to harm CSD by preventing these relations.

5 35. Defendant had no privilege or justification.

6 36. Defendant's intentional misconduct has resulted in actual damages to CSD in excess of
7 \$10,000.00.

8 37. CSD has been compelled to retain attorneys to prosecute this action and is entitled to
9 reasonable attorneys' fees, costs, and expenses incurred herein.

10 **THIRD CLAIM FOR RELIEF**

11 **(Slander Per Se – Mr. Kennedy)**

12 38. Plaintiffs repeat and reallege each and every allegation contained in the preceding
13 paragraphs of this complaint as though fully set forth herein.

14 39. On or about Monday, September 20, 2010 at 6:00 p.m. Defendant referred to Mr. Kennedy
15 as a "criminal."

16 40. Defendant made this false statement at a public, neighborhood meeting at the La Quinta Inn
17 off Sunset.

18 41. Mr. Kennedy has never been convicted of a crime.

19 42. Aside from imputing a crime to Mr. Kennedy, this statement also impugned Mr. Kennedy's
20 fitness for business.

21 43. Defendant enjoyed no privilege, whether absolute or qualified, in making such a false
22 statement.

23 44. Defendant made this statement with actual malice as she made it with actual knowledge of
24 or with reckless disregard for its falsity.

25 45. As a result of Defendant's unprivileged publication of this false statement Mr. Kennedy has
26 sustained damages in an amount to be determined at trial and which are in excess of \$10,000.

27 46. Mr. Kennedy has been compelled to retain attorneys to prosecute this action and is entitled
28 to reasonable attorneys' fees, costs, and expenses incurred herein.