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Attorney PLAINTIFF

**FILED**  
LOS ANGELES SUPERIOR COURT

JUN 30 2006

JOHN H. CLARKE, CLERK  
BY ELIZABETH MARTINEZ, DEPUTY

Case assigned  
to Judge

Rita Miller

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

D16

In re Estate Of Marlon Brando,  
Decedent.

ANGELA BORLAZA, a.k.a., EVELYN  
MAGALING, an individual,

Plaintiff,

vs.

MORRIS M. MEDAVOY, as an Co-  
executor of the Estate of Marlon Brando,  
LARRY J. DRESSLER, as a Co-executor of  
the Estate of Marlon Brando, an  
individual, and Does 1 through 50,  
inclusive,

Defendants.

Case No. BC354855

**COMPLAINT FOR:**

- 1. BREACH OF ORAL CONTRACT
- 2. DECEIT
- 3. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
- 4. FRAUD

DATE:  
TIME:  
DEPT:

CIT/CASE: RC354855 LEA/DEF#:  
RECEIPT #: CH481775050  
DATE PAID: 06/30/06 02:02:22 PM  
PAYMENT: \$320.00 0310  
RECEIVED:  
CHECK: 320.00  
CASH:  
CHARGE:  
CARD:

**COMPLAINT**

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Plaintiff alleges:

**ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

1. Plaintiff, ANGELA BORLAZA, a.k.a., EVELYN MAGALING, (Hereinafter "PLAINTIFF") is a Creditor and Interested Person in the estate of Marlon Brando and an Injured Party in the above-entitled matter. PLAINTIFF did file a Creditor's Claim against the Estate of Marlon Brando on November 30, 2004. Said claim was rejected by the estate on January 20, 2005. PLAINTIFF has not filed a lawsuit on her rejected creditor's claim. PLAINTIFF has not filed a lawsuit on her rejected creditor's claim because PLAINTIFF is informed and believes that the statute of limitations to file a Complaint on Rejected Claim has expired (unless tolled).

2. The Estate of Marlon Brando is being administered in the State of California, County of Los Angeles, Cental Judicial District, Case Number BP086759. Letters Testamentary were issued to Defendants, LARRY J. DRESSLER, MORRIS M. MEDAVOY, and AVRA DOUGLAS on September 2, 2004. PLAINTIFF is informed and believes that said letters are still in effect and have not yet been revoked.

3. PLAINTIFF, is a resident of Los Angeles County, State of California. At all times mentioned in this Complaint Plaintiff was a resident of Los Angeles County, State of California. The Defendants, LARRY J. DRESSLER, MORRIS M. MEDAVOY, were at all times mentioned in this complaint residents of Los Angeles County, State of California. The damages alleged in this complaint occurred in the

COMPLAINT

1 County of Los Angeles, State of California. The wrongful acts alleged herein occurred in  
2 the County of Los Angeles, State of California.  
3

4 4. Defendants, LARRY J. DRESSLER, MORRIS M. MEDAVOY, in their capacity as  
5 the co-executors/personal representatives of the estate of Marlon Brando conducted  
6 and are still conducting business on behalf of the estate. PLAINTIFF is informed and  
7 believes that DRESSLER and MEDAVOY are brother-in-laws. The PLAINTIFF is informed  
8 and believes that AVRA DOUGLAS is also a co-executor of the estate of Marlon Brando.  
9

10 5. PLAINTIFF is informed and believes, and based on that information and belief  
11 alleges, that at all times mentioned in this complaint, that Penny Poke Farms, LTD was  
12 solely owned by Marlon Brando or the Estate of Marlon Brando and that prior to Marlon  
13 Brando's death he was the managing shareholder, an officer and director of said  
14 Corporation and after his death the estate became the managing shareholder, an officer  
15 and director of said Corporation.  
16

17 6. Charles Larson, hereinafter "LARSON" is an attorney licensed to practice law in  
18 the State of California. The PLAINTIFF is informed and believes that LARSON drafted  
19 the June 18, 2004, codicil to the DECEDENT's 2002 last will and a Trust Amendment  
20 dated June 18, 2004, purporting to amended the DECEDENT's trust. PLAINTIFF is  
21 informed and believes that LARSON was DRESSLER's attorney at all times mentioned  
22 herein, including, but not limited to, June 18, 2004.  
23

24 7. Plaintiff is informed and believes that Neil Dexter ( hereinafter "DEXTER") is a  
25 notary public licensed under the laws of the State of California. The PLAINTIFF is  
26 informed and believes that DEXTER alleges that he witnessed the June 18, 2004, Codicil  
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**COMPLAINT**

1 and notarized the June 18, 2004, Amendment to Trust. The PLAINTIFF is informed and  
2 believes that DEXTER had a prior business relationship DRESSLER.  
3

4 8. "Sam" was a part-time employee of the decedent who allegedly witnessed the  
5 execution of the alleged codicil to the DECEDENT's will.  
6

7 9. Jo An Corrales ( hereinafter "CORRALES") was the former business manager  
8 for the DECEDENT, Marlon Brando. CORRALES' employment ended on or about March  
9 of 2004. Shortly thereafter, DRESSLER started to work for the DECEDENT and PENNY  
10 POKE FARMS. Petitioner is informed and believes that the DECEDENT, Marlon Brando,  
11 met DRESSLER on two occasions. The first time was when DRESSLER came to the  
12 DECEDENT's Mulholland residents for a job interview and the second time was the day  
13 the June 18, 2004, codicil was allegedly executed. The June 18, 2004, alleged codicil  
14 deleted CORRALES' name as the executor of the decedent's 2002 will and DRESSLER's,  
15 MEDAVOY's, and DOUGLAS' names were added as co-executors.  
16

17 10. The PLAINTIFF is informed and believes that ALICE MARCHAK, was the  
18 DECEDENT's longtime assistant/confidante of approximately 50 years and the  
19 DECEDENT had named MARCHAK as the 1st successor trustee of his August of 2002  
20 Trust . On June 18, 2004, the DECEDENT's trust was allegedly amended. The  
21 PLAINTIFF is informed and believes that said Trust Amendment purportedly removed  
22 Marchak as the successor trustee. The PLAINTIFF is informed and believes that  
23 CORRALES was named by the DECEDENT as the second successor trustee of his 2002  
24 Trust. The PLAINTIFF is informed and believes that the alleged June 18, 2004, Trust  
25 Amendment removed CORRALES as the Second Successor Trustee of the DECEDENT's  
26 2002Trust.  
27  
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6347121/03

**COMPLAINT**

1           11. The PLAINTIFF is informed and believes that David Seeley (hereinafter  
2 "SEELEY") was and is an attorney who had known and worked for the DECEDENT the  
3 last few years of the DECEDENT's life. The PLAINTIFF is informed and believes that  
4 SEELEY represented the DECEDENT only on a limited number of miscellaneous legal  
5 issues. However, SEELEY is currently employed by the DECEDENT's estate.

6  
7           12. The PLAINTIFF is ignorant of the true names and capacities of defendants  
8 sued herein as Does 1 through 50, inclusive, and therefore sues these defendants by  
9 such fictitious names. Plaintiff will amend this complaint to allege their true names and  
10 capacities when ascertained. Plaintiff will amend this complaint to allege their true  
11 names and capacities when ascertained. Plaintiff is informed and believes, and thereon  
12 alleges, that each of said fictitiously named defendants is responsible in some manner  
13 for the occurrences herein alleged, and the Plaintiff injuries as herein alleged were  
14 proximately caused by such fictitiously named defendant's conduct.

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16           13. The PLAINTIFF is informed and believes, and based on that information and  
17 belief alleges, that at all times mentioned in this complaint, defendants were the  
18 agents, employees, partners, joint venturers, and/or co-conspirators of their co-  
19 defendants and in doing all things alleged in this complaint were acting within the  
20 course and scope of such agency, employment, partnership, venture, and/or  
21 conspiracy.

22  
23           14. MARLON BRANDO ("Decedent") died on July 1, 2004 in the County of Los  
24 Angeles, State of California.

25  
26           15. The PLAINTIFF had an approximately 10 year professional and personal  
27 relationship with the decedent, MARLON BRANDO. In February of 1995, the PLAINTIFF  
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**COMPLAINT**

1 was initially hired as a cook for the DECEDENT. The PLAINTIFF eventually acted in  
2 other positions, including the major-domo of DECEDENT's Mulholland Drive residence,  
3 his personal assistant, office assistant, executive assistant and acted in his stead when  
4 he was not home.

5  
6 16. The DECEDENT and the PLAINTIFF created an oral contract in which the  
7 DECEDENT would purchase a house for the PLAINTIFF in consideration of and for the  
8 PLAINTIFF's many years of dedicated service to the DECEDENT and for the PLAINTIFF's  
9 promise to continue and increase her duties from the DECEDENT's personal assistant to  
10 the DECEDENT's executive assistant, as well as, continuing to maintain her previous  
11 duties as the DECEDENT's personal assistant, and major-domo of the DECEDENT's  
12 household. When the DECEDENT's health started to fail the PLAINTIFF worked 24  
13 hours a day, 7 days a week, for the DECEDENT.

14  
15 17. The DECEDENT materially and substantial performed under the terms of  
16 the contract by purchasing the real property ( house) for PLAINTIFF and by orally  
17 conveying said real property to PLAINTIFF. Said real property was and is located at  
18 20410 Runnymede Street in the City of Winnetka, California ("Real Property"). When  
19 the property was purchased by the DECEDENT, the title was placed into the name of  
20 the DECEDENT's California Corporation, PENNY POKE FARMS, LTD. The PLAINTIFF is  
21 informed and believes that, at all times prior to his death on July 1, 2004, the  
22 DECEDENT was the sole shareholder of PENNY POKE FARMS. The PLAINTIFF is  
23 informed and believes that PENNY POKE FARMS was and is the DECEDENT's alter ego.  
24 PLAINTIFF is informed and believes that the decedent's corporation was a shell  
25 corporation and that the corporation and the DECEDENT were one of the same. The  
26 DECEDENT and the PLAINTIFF agreed that the real property belonged to the  
27 PLAINTIFF but title would temporarily be held in the name of PENNY POKE FARMS  
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**COMPLAINT**

1 because 1) they believed that the decedent would potentially receive some type of tax  
2 advantages under this arrangement, 2) Plaintiff's INS status was in questions, 3) there  
3 was a lawsuit being litigated between Christina Ruiz and Marlon Brando, and 4) there  
4 were concerns by the Decedent's business manager, CORRALES, that if the property  
5 was placed in the plaintiff's name, the plaintiff's husband could make a community  
6 property claim to it. Even though the DECEDENT's corporation was holding title to the  
7 property, neither the Corporation or the DECEDENT ever claimed to be the rightful  
8 owner of the real property. After the RUNNYMEDE property was purchased in  
9 November of 2002, the PLAINTIFF immediately moved into the house and remained  
10 there until she received an eviction notice from the personal representatives of the  
11 decedent's estate. Any and all actions by the Personal representatives to remove the  
12 PLAINTIFF from the property occurred many months after the DECEDENT's death.

13  
14 18. The DEFENDANT, MEDAVOY proclaimed to the PLAINTIFF that he had  
15 actual and personal knowledge of the PLAINTIFF's interest in the real property, as well  
16 as, knowledge of the DECEDENT's and the PLAINTIFF's agreement concerning the real  
17 property. Attorney SEELEY, acknowledged to the PLAINTIFF that he had actual and  
18 personal knowledge that the real property was purchased by the DECEDENT for the  
19 PLAINTIFF and that the property belonged to the PLAINTIFF ( but the decedent died  
20 prior to transferring title from his Corporation to the PLAINTIFF). The PLAINTIFF is  
21 informed and believes that the DECEDENT had informed one or more of the  
22 DEFENDANTS that the RUNNYMEDE property belonged to the PLAINTIFF and not the  
23 DECEDENT. Between the July 1, 2004 ( date of the Decedent's death) and January of  
24 2005, there were communications between DEFENDANT, MEDAVOY and the PLAINTIFF,  
25 whereby DEFENDANT, MEDAVOY repeatedly confirmed and informed the PLAINTIFF  
26 that he was aware and understood that the PLAINTIFF owned the Real Property and  
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**COMPLAINT**

1 that the PLAINTIFF would have no problems obtaining legal title to the property  
2 because he was an executor of the DECEDENT's estate.  
3

4 19. The PLAINTIFF'S employment with the DECEDENT spanned over a ten (10)  
5 year period. PLAINTIFF'S unique position as the DECEDENT'S executive assistant  
6 allowed her to personally observe those who came in contact with the decedent,  
7 MARLON BRANDO. During the entire term of her employment (except for a bonus in  
8 1997), the PLAINTIFF received no significant pay increases or bonuses.  
9

10 20. In lieu of a raise, the DECEDENT advised the PLAINTIFF that he would  
11 purchase the PLAINTIFF a house in return for her promise of continued and increased  
12 services in the future. The DECEDENT, Marlon Brando, personally contacted CORRALES  
13 (the Decedent's Business Manager), and after discussing the sales price and other  
14 details with CORRALES, the DECEDENT instructed CORRALES to contact Remax to  
15 negotiate the purchase of a single family home located at 16333 Gledhill Street, North  
16 Hills, Ca 91343. This took place on or about October of 2002. The down payment was  
17 made through an earnest money deposit from Penny Poke Farms. Arrangements were  
18 made to place title to the Gledhill property in PLAINTIFF'S name alone.  
19

20 21. The PLAINTIFF decided against the purchase of the Gledhill property for a  
21 number of reasons. Accordingly, CORRALES arranged for the return of the earnest  
22 money deposit and put another earnest money down-payment on a second property  
23 located at 20410 Runnymede Street in the City of Winnetka, California (the "Property").  
24 The DECEDENT authorized CORRALES to use his personal line of credit with Telesis  
25 Credit Union to pay off the property in full. The Title to the property was taken and  
26 held in the name of PENNY POKE FARMS for convenience only but all ownership  
27 interest remained to be that of the PLAINTIFFS. The PLAINTIFF maintained possession  
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COMPLAINT

1 and control over the property up until March of 2005 when the DECEDENT's estate  
2 evicted her from the property.

3  
4 22. The transaction concerning the property was documented. CORRALES sent  
5 SEELEY numerous correspondence indicating that the DECEDENT had purchased a  
6 house for the PLAINTIFF. CORRALES provided SEELEY with the a copy of the deed to  
7 the property as an attachment to a fax. Moreover, the DECEDENT had informed many  
8 other people of his purchase of the property and his agreement with the PLAINTIFF.

9  
10 23. The PLAINTIFF is informed and believes that towards the end of his life the  
11 DECEDENT suffered from a plethora of diseases including, but not limited to, pulmonary  
12 fibrosis which resulted in changes to the DECEDENT's brain chemistry. The PLAINTIFF  
13 is informed and believes that said changes in the DECEDENT's brain chemistry resulted  
14 in dementia, sleep deprivation, and confusion. Ultimately, the DECEDENT lost the  
15 ability to control normal bodily functions, including mental and motor skills.

16  
17 24. The PLAINTIFF is informed and believes that it was during this period in  
18 time that there were several major changes involving the DECEDENT'S personal and  
19 financial affairs. The PLAINTIFF is informed and believes that these changes were  
20 spearheaded by a group of individuals ( i.e., the Defendants, Seeley and others). The  
21 PLAINTIFF is informed and believes that said changes were designed to isolate the  
22 DECEDENT from his long time trusted advisors and personal friends in order to facilitate  
23 a take over of the DECEDENT's financial and personal affairs during the DECEDENT's  
24 life and to gain control over the DECEDENT's estate after his death. One of the first  
25 changes that was instituted was that the DECEDENT'S trusted business manager,  
26 CORRALES, was suddenly replaced. The PLAINTIFF is informed and believes that the  
27 decision to remove CORRALES as the DECEDENT's business manager was a decision

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#### COMPLAINT

1 that was procured and/or made by the DEFENDANT's, DRESSLER and MEDAVOY ( not  
2 the Decedent, Marlon Brando). The PLAINTIFF is informed and believes that another  
3 significant change that was procured and/or was made by said individuals was the  
4 change in the DECEDENT's estate plan. The DECEDENT's estate plan was changed just  
5 days before the DECEDENT's death without the advise, input, involvement, or  
6 consultation from the DECEDENT's longstanding business attorney, LEON BENNETT,  
7 and his estate planning attorney, DOUG LAWRENCE. The PLAINTIFF is informed and  
8 believes that it was DRESSLER and MEDAVOY, who procured and facilitated the  
9 changes in and to the DECEDENT's estate plan. On or about March of 2004,  
10 MEDAVOY ~~was~~ insisted to PLAINTIFF that they needed to change the executors in  
11 MARLON BRANDO's will. On or about early June of 2004, DEFENDANT DRESSLER  
12 faxed a letter to the PLAINTIFF seeking to change the executors in the DECEDENT's  
13 will. On or about June 13, 2004, DEFENDANT DRESSLER telephone the PLAINTIFF  
14 and informed her that the DECEDENT's will needed to be immediately changed but that  
15 it would be insufficient to just write down the names of new executors on a piece of  
16 paper, have the DECEDENT sign it, and have the PLAINTIFF fax it to DRESSLER. The  
17 PLAINTIFF is informed and believes that during said June 13, 2004, telephone  
18 conversation DEFENDANT DRESSLER instructed the PLAINTIFF that he would see to it  
19 that the change in the DECEDENT's will were carried out and that he would come to the  
20 DECEDENT's house in order to facilitate the changes in the will. The PLAINTIFF is  
21 informed and believes that the DECEDENT never arranged for or requested that  
22 DEFENDANT DRESSLER come to his residence in order to change the DECEDENT's  
23 estate plan.

24  
25 25. The PLAINTIFF is informed and believes that on June 18, 2004, LARSON  
26 (Dressler's attorney) and DRESSLER showed up at the DECEDENT's Mulholland  
27 residence to meet with the DECEDENT. The PLAINTIFF is informed and believes that  
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#### COMPLAINT

1 the DECEDENT, MARLON BRANDO, never arranged or requested said meeting with  
2 DRESSLER and LARSON. The PLAINTIFF is informed and believes that on June 18,  
3 2004, the DECEDENT was confused, non-communicative, non-verbal and in a lethargic  
4 mental and physical state. Upon arriving at the Mulholland residence, LARSON and  
5 DRESSLER were received by the PLAINTIFF, at which time she escorted them into the  
6 DECEDENT's bedroom. LARSON and DRESSLER informed the PLAINTIFF that they  
7 were there to have the DECEDENT change his will. LARSON and DRESSLER informed  
8 the PLAINTIFF that she could not be a witness to the signing of the codicil, and  
9 insisted that the DECEDENT's handyman "Sam" serve as the witness. At the time, the  
10 PLAINTIFF did think that LARSON's and DRESSLER's request was unusual but the  
11 PLAINTIFF believe that it probably did not mattered much because the DECEDENT (due  
12 to his condition) was incapable of signing anything that day. The PLAINTIFF did  
13 observe DRESSLER's, LARSON's, SAM's, and BRANDO's interactions during the June 18,  
14 2004, meeting. When the meeting adjourned the PLAINTIFF thought that nothing had  
15 been signed because she knew that the DECEDENT was incapable of signing and that  
16 the PLAINTIFF did not observe any communication between the DECEDENT and  
17 DRESSLER, LARSON, and SAM.

18

19 26. The PLAINTIFF is informed and believes that within in days of filing the  
20 instant complaint, her attorney met with LARSON in order to give him the opportunity  
21 to explain and/or clarify the events, circumstances and allegations as set forth in this  
22 complaint. The PLAINTIFF was surprised to hear that LARSON informed her attorney  
23 that he was never at the DECEDENT's residence on June 18, 2004. The PLAINTIFF had  
24 met LARSON just days before and is informed and believes that LARSON was absolutely  
25 and unequivocally at Mullholand on June 18, 2004 as alleged.

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COMPLAINT

1           27. The DECEDENT placed great trust in the PLAINTIFF. For many years the  
2 DECEDENT taught the PLAINTIFF to decipher his true signature from forgeries. The  
3 DECEDENT had advised the Plaintiff, as well as at least one other close adviser, that he  
4 would place certain dots (.....) between various letters of his name when signing his  
5 will. The DECEDENT informed the PLAINTIFF that she could authenticate the  
6 DECEDENT's signature by these dots. The DECEDENT referred to these dots as his  
7 secret code.

8  
9           28. On June 18, 2004, LARSON and DRESSLER told the PLAINTIFF that they  
10 were there to change the DECEDENT's will. The PLAINTIFF was able to see and  
11 observe LARSON's and DRESSLER's interactions (or lack of interaction) with the  
12 DECEDENT during the June 18, 2004, visit. At no time did the PLAINTIFF observe the  
13 DECEDENT sign the document that the DEFENDANTS, MEDAVOY and DRESSLER are  
14 holding out as a codicil to the DECEDENT's last will and testament. The PLAINTIFF is  
15 informed and believes that on June 18, 2004, at no time did the DECEDENT ever  
16 communicate or speak with LARSON and DRESSLER concerning the alleged codicil. The  
17 PLAINTIFF never saw the alleged codicil until she received a copy in April of 2006.  
18 Upon seeing the codicil for the first time the PLAINTIFF was surprised to learn that the  
19 codicil bore the date June 18, 2004. The PLAINTIFF was surprised because 1) DEXTER  
20 (the notary who allegedly notarized the decedent's trust amendment and allegedly  
21 witness the codicil to the decedent's will) was never at the DECEDENT's home on June  
22 18, 2004, and therefore could not (and did not ) witness the decedent's codicil in the  
23 decedent's presents, 2) the decedent was incapacitated, confused, medicated and non-  
24 communicative at the time of the alleged signing ceremony, 3) the PLAINTIFF  
25 observed LARSON's, DRESSLER's and the DECEDENT's actions on June 18, 2004,  
26 whereby the PLAINTIFF never observed the DECEDENT sign any documents (including  
27 the codicil), 4) the plaintiff having been trained by the DECEDENT to recognize the

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**COMPLAINT**

1 decedent's signature is informed and believes that the June 18, 2004 codicil does not  
2 bear the decedent's signature.

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29. Page one of the decedent's Codicil indicates that:

"on this date written below, MARLON BRANDO declared to us, the undersigned, that this instrument, consisting of two (2) pages including the page signed by us as witnesses, was a Codicil to his Will and requested us to act as witnesses to it. He thereupon signed, this instrument, which we understand to be a Codicil to his Will, in our presence, all of us being present at the same time."

30. The PLAINTIFF controlled all access in and out of the DECEDENT's secluded and private Beverley Hills home. The PLAINTIFF is informed and believes that DEXTER never appeared in front of the DECEDENT on June 18, 2004 nor did he witness the DECEDENT's Codicil in the DECEDENT's presence. The PLAINTIFF is informed and believes that the DECEDENT, MARLON BRANDO, never asked DEXTER to witness the Codicil to his will. The PLAINTIFF is informed and believes that both the alleged codicil to the last will and the alleged first amendment to the DECEDENT's trust were not signed by the DECEDENT on June 18, 2004. The PLAINTIFF observed the DECEDENT on June 18, 2004, as well as, the days prior to and after June 18, 2004. Based on the PLAINTIFF's firsthand experience and observations, she is informed and believes that the DECEDENT lacked the necessary mental capacity required to understand what was transpiring at his residence on June 18, 2004.

31. The documents allegedly executed on June 18, 2004 appointed the DEFENDANTS as the executors of the DECEDENT'S estate and the successor trustees of the DECEDENT's trust. Less than two weeks after the alleged execution of these

**COMPLAINT**



1 house belonged to her. DEFENDANT MEDAVOY advised the PLAINTIFF as to what  
2 specific content should be set forth in the letter/fax. The PLAINTIFF mailed and faxed  
3 the letter, along with various documents concerning PLAINTIFF's ownership in interest  
4 in the property, on September 24, 2004. When DEFENDANT MEDAVOY saw the  
5 letter/fax, he informed the PLAINTIFF that the letter was well worded. DEFENDANT  
6 MEDAVOY insisted that everything would work out for the PLAINTIFF. DEFENDANT  
7 MEDAVOY indicated that he knew that the DECEDENT gave the PLAINTIFF the  
8 RUNNYMEDE property. LARSON sent a letter to PLAINTIFF offering employment  
9 separation pay as result of DECEDENT'S death. PLAINTIFF was surprised that the offer  
10 did not include the transfer of RUNNYMEDE property to the PLAINTIFF. On September  
11 29, 2004, MEDAVOY telephoned the PLAINTIFF and told PLAINTIFF that she needed to  
12 file a creditor's claim in order to for the estate to have a basis in which to turn over the  
13 RUNNYMEDE property to the PLAINTIFF. Again, MEDAVOY professed to the  
14 PLAINTIFF that everything would work out and that the PLAINTIFF would get the  
15 RUNNYMEDE property. DEFENDANT MEDAVOY insisted that the PLAINTIFF decline the  
16 separation offer and advise the PLAINTIFF to insist on the RUNNYMEDE property. The  
17 PLAINTIFF followed MEDAVOY's instructions and advise. DEFENDANT MEDAVOY  
18 continued to assure the PLAINTIFF that she did not need to worry because he knew the  
19 RUNNYMEDE property belonged to her. Even after the PLAINTIFF filed a creditor's  
20 claim and the estate rejected her claim, DEFENDANT, MEDAVOY continued to profess to  
21 the PLAINTIFF that the issue of the RUNNYMEDE property would be resolved in  
22 PLAINTIFF's favor. It was not until the PLAINTIFF was evicted in early 2005 that the  
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COMPLAINT

1 PLAINTIFF realized that DEFENDANT MEDAVOY had been misrepresenting himself to  
2 PLAINTIFF and that he never intended to transfer the RUNNYMEDE property to the  
3 PLAINTIFF.  
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5  
6 **FIRST CAUSE OF ACTION**  
7 **BREACH OF ORAL CONTRACT**  
8 **( Against Defendant Medavoy)**

9 33. PLAINTIFF incorporates paragraphs 1 through 32 into her first cause of  
10 action, as though fully set forth herein.  
11

12  
13 34. On or about October 29, 2004, DEFENDANT, MEDAVOY, in this capacity as  
14 an executors of the DECEDENT's estate, entered into an oral contract with the  
15 PLAINTIFF, whereby DEFENDANT MEDAVOY agreed to make sure that the PLAINTIFF  
16 would receive clear title to the RUNNYMEDE real property and that title would pass to  
17 the PLAINTIFF, and the PLAINTIFF in return agreed to forgo any litigation against the  
18 DECEDENT's estate. DEFENDANT MEDAVOY's and PLAINTIFF's bargained for  
19 exchange created an oral contract. The PLAINTIFF never filed suit against the estate  
20 even after DOUGLAS and DRESSLER rejected the PLAINTIFF's creditor's claim in  
21 January of 2005. The PLAINTIFF justifiably and detrimentally relied on MEDAVOY's  
22 promise and believed that MEDAVOY was going to take the necessary actions to  
23 transfer title to the RUNNYMEDE property to the PLAINTIFF. The contract was fully  
24 performed by the PLAINTIFF but MEDAVOY never performed under the agreement and  
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**COMPLAINT**

1 breached the oral contract. DEFENDANT, MEDAVOY breached the oral contract by 1)  
2 failing to approve the PLAINTIFF's creditor's claim, 2) failing to Petition the Court for an  
3 Order requiring the other co-executors to take a specific action ( i.e., approve the  
4 PLAINTIFF's claim and/or transfer the RUNNYMEDE property to the PLAINTIFF) when  
5 DEFENDANT MEDAVOY learned that the other co-executors would not approve the  
6 PLAINTIFF's claim, and 3) failing to transfer title to the RUNNYMEDE property to the  
7 PLAINTIFF. DEFENDANT, MEDAVOY's breach occurred when DOUGLAS and DRESSLER  
8 rejected the PLAINTIFF's creditor's claim on JANUARY 20, 2005. DEFENDANT  
9 MEDAVOY continues to breach the oral contract to this day.  
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12

13 35. The PLAINTIFF detrimentally relied on the representations and promises of  
14 MEDAVOY all to PLAINTIFF legal determent. The PLAINTIFF did not file a lawsuit on  
15 the rejected creditor's claim because PLAINTIFF claim had not been rejected by  
16 MEDAVOY. When the PLAINTIFF asked DEFENDANT, MEDAVOY on February 9, 2005,  
17 about the rejected claim, MEDAVOY advised the PLAINTIFF that he was going to talk to  
18 the other executors and the estate attorneys to straighten it out and that the  
19 PLAINTIFF should not worry because everything was going to work out in the  
20 PLAINTIFF's favor. Even after the rejection of PLAINTIFF's creditor's claim,  
21 DEFENDANT, MEDAVOY failed to advise the PLAINTIFF that he was not going to stand  
22 by his promise to make sure that the title to the RUNNYMEDE property was transferred  
23 to the plaintiff. On December 2, 2005, the PLAINTIFF contacted DEFENDANT,  
24 MEDAVOY and asked him why she received, from the estate attorney, a notice to  
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COMPLAINT

1 vacate her home ( i.e., the RUNNYMEDE property). The PLAINTIFF had informed  
2 DEFENDANT MEDAVOY that she had done exactly what he had instructed her to do by  
3 filing the creditor's claim and refraining from bringing a legal action against the  
4 DECEDENT's estate . DEFENDANT, MEDAVOY indicated that he was going to the City  
5 of New Orleans and that he would deal with PLAINTIFF's claim when he returned.  
6 DEFENDANT, MEDAVOY again, instructed PLAINTIFF not to worry. On December 21,  
7 2004, after his return from New Orleans, DEFENDANT MEDAVOY contacted the  
8 PLAINTIFF and informed her that he was taking care of the issue regarding the  
9 RUNNYMEDE property. At that time, PLAINTIFF still believed that DEFENDANT  
10 MEDAVOY was there to help PLAINTIFF. The PLAINTIFF believed that the DEFENDANT  
11 MEDAVOY, as an executor of the Estate of MARLON BRANDO, would follow through  
12 with his agreement either to approve her claim or to transfer the RUNNYMEDE property  
13 into PLAINTIFF's name. On December 22, 2004, the estate attorneys offered  
14 PLAINTIFF \$25,000.00 to settle her claim with the estate. The PLAINTIFF did not  
15 understand why she was being offered a settlement because she had already made an  
16 agreement with DEFENDANT MEDAVOY. The PLAINTIFF had been assured and  
17 reassured numerous times by DEFENDANT MEDAVOY that he would make sure that the  
18 issue concerning the ownership of the RUNNYMEDE property would be resolved in her  
19 favor. The PLAINTIFF was advised by DEFENDANT MEDAVOY many times to not worry  
20 because he was taking care of things for the PLAINTIFF. At the time of the December  
21 22, 2004, offer the PLAINTIFF was still under the understanding that DEFENDANT  
22 MEDAVOY would approve her claim. On January 1, 2005, the PLAINTIFF received a  
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COMPLAINT

1 telephone call from DEFENDANT MEDAVOY whereby DEFENDANT MEDAVOY indicated  
2 that he did not understand why the other executors had made PLAINTIFF such an  
3 offer. DEFENDANT, MEDAVOY did not say anything that would suggest that he was not  
4 going to stand by his promise and agreement with the PLAINTIFF. DEFENDANT  
5 MEDAVOY should had advised the PLAINTIFF that he could not honor their agreement  
6 and/or DEFENDANT MEDAVOY should have advised the PLAINTIFF that he should not  
7 have made assurances to the PLAINTIFF concerning the outcome of the title issue  
8 regarding the RUNNYMEDE property. Believing that DEFENDANT MEDAVOY would  
9 honor his agreement to transfer and/or cause the other executors to transfer the  
10 RUNNYMEDE property to her, the PLAINTIFF rejected the \$25,000.00 settlement offer.  
11  
12 On January 20, 2005, DRESSLER and DOUGLAS rejected the PLAINTIFF's creditor's  
13 claim. Upon close review of the rejected claim, the PLAINTIFF realized that  
14 DEFENDANT MEDAVOY had not rejected her creditor's claim. The PLAINTIFF believed  
15 that DEFENDANT MEDAVOY was still going to transfer title to the RUNNYMEDE property  
16 to the PLAINTIFF. On February 9, 2005, DEFENDANT MEDAVOY informed the  
17 PLAINTIFF that he was going to talk to the other executors and the estate attorneys  
18 about approving or paying the PLAINTIFF's creditors claim. On February 9, 2005,  
19 DEFENDANT MEDAVOY did not inform the PLAINTIFF that he did not intend on keeping  
20 his promise nor did he advise the PLAINTIFF that there was nothing he could do for  
21 her. Instead, DEFENDANT MEDAVOY informed the PLAINTIFF that she would be  
22 contacted by the estate attorney. The PLAINTIFF did have some concern because on  
23 this one occasion, DEFENDANT MEDAVOY did not reassure the PLAINTIFF that  
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COMPLAINT

1 everything would work out in PLAINTIFF's favor. On February 14, 2005, the  
2 PLAINTIFF telephone MEDAVOY and left a voice mail. DEFENDANT MEDAVOY never  
3 returned the PLAINTIFF call. Sometime thereafter the PLAINTIFF attempted to contact  
4 DEFENDANT MEDAVOY at his company. The PLAINTIFF was advised by MEDAVOY's  
5 staff that MEDAVOY did not want to communicate any further with the PLAINTIFF  
6 because DEFENDANT MEDAVOY was afraid that the other executors may want to sue  
7 him for his communications with the PLAINTIFF .  
8  
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10  
11 36. DEFENDANT MEDAVOY's breached the terms of the oral contract with the  
12 PLAINTIFF. Said breach was the direct, legal and proximate cause of PLAINTIFF's  
13 damages. The PLAINTIFF suffered damages in amount equal to the current fair  
14 market value of the RUNNYMEDE property. PLAINTIFF seeks damages in an amount to  
15 be determined at the time of trial.  
16

17  
18 **SECOND CAUSE OF ACTION**

19 **DECEIT**

20 (Against Defendant, MEDAVOY)  
21

22 37. PLAINTIFF incorporates paragraphs 1 through 36 into her second cause of  
23 action, as though fully set forth herein.  
24

25  
26 38. The PLAINTIFF is informed and believes that DEFENDANT MEDAVOY  
27 knowingly, willfully and maliciously misrepresented material facts to the PLAINTIFF for  
28

**COMPLAINT**

1 the purpose of deceiving and defrauding the PLAINTIFF. From mid 2004 through  
2 February of 2005, DEFENDANT MEDAVOY repeatedly represented to PLAINTIFF that he  
3 would make sure that the PLAINTIFF received clear title of the RUNNYMEDE property.  
4 The PLAINTIFF justifiably relied on the DEFENDANT MEDAVOY's promises to transfer  
5 and/or to cause the other co-executors to transfer ownership of the RUNNYMEDE  
6 property to the PLAINTIFF.  
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9 39. Under California Civil Code Section 1710, Deceit, is either; the suggestion, as  
10 fact, of that which is not true, by one who does not believe it to be true; a promise  
11 made without any intention of performing it; or any other act fitted to deceive.  
12 California Civil Code Section 1709 provides damages for fraudulent deceit, stating that  
13 one who willfully deceives another with intent to induce him to alter his position to his  
14 injury or risk is liable for any damage which he thereby suffers.  
15  
16  
17

18 40. The elements of fraud which give rise to the tort cause of action for deceit  
19 are misrepresentation, knowledge of falsity or scienter, intent to defraud or induce  
20 reliance, justifiable reliance and resulting damages. *Maddax v Philadelphia Life*  
21 *Insurance Co.* (1999) 77 F.Supp.2d 1123, 1131.  
22  
23

24 41. Immediately after the decedent's death on July 8, 2004, DEFENDANT  
25 MEDAVOY contacted the PLAINTIFF and discussed various issues facing the  
26 DECEDENT's estate. On August 4, 2004, the PLAINTIFF had a conversation with  
27  
28

COMPLAINT

1 DEFENDANT MEDAVOY whereby DEFENDANT MEDAVOY informed the PLAINTIFF that  
2 he had no doubt in his mind that the RUNNYMEDE property was given to the  
3 PLAINTIFF by the DECEDENT. DEFENDANT MEDAVOY and the PLAINTIFF discussed  
4 the PLAINTIFF's need to straighten out her immigration status so that the RUNNYMEDE  
5 property could be transferred to her. Furthermore, there were discussions that BOB  
6 LINDSEY, and longtime associate and close friend of the DECEDENT, MARLON BRANDO,  
7 also had personal knowledge that the RUNNYMEDE property belonged to the  
8 PLAINTIFF. DEFENDANT MEDAVOY informed the PLAINTIFF that the DECEDENT's  
9 Estate was afraid that CHRISTINA RUIZ would sue the estate and that DEFENDANT  
10 MEDAVOY and the other two executors needed to address that issue before taking  
11 steps to transfer the RUNNYMEDE property to the PLAINTIFF.  
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16 42. On September 14, 2004, SEELEY informed the PLAINTIFF that the  
17 EXECUTORS agreed that DEFENDANT MEDAVOY would be handling the issue regarding  
18 PLAINTIFF's interest in the RUNNYMEDE property.  
19

20 43. On September 17, 2004, DEFENDANT MEDAVOY met with the PLAINTIFF at  
21 a restaurant located in Beverly Hills, California. DEFENDANT MEDAVOY cautioned the  
22 PLAINTIFF not to tell anyone that he was advising her. DEFENDANT MEDAVOY advised  
23 the PLAINTIFF to write a letter to the estate attorney and the executors telling them  
24 why the house belonged to her. DEFENDANT MEDAVOY advised the PLAINTIFF as to  
25 what content to provide in the letter. On September 24, 2004, the PLAINTIFF mailed  
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28

**COMPLAINT**

1 and faxed the letter to the Executors. Upon seeing the letter/fax, DEFENDANT  
2 MEDAVOY informed the PLAINTIFF that the letter was well written. DEFENDANT  
3 MEDAVOY insisted that everything concerning the RUNNYMEDE property would work  
4 out and that he knew that the DECEDENT bought the PLAINTIFF the RUNNYMEDE  
5 house as part of an agreement between the DECEDENT and the PLAINTIFF.  
6

7  
8 44. Furthermore, at the September 17, 2004, meeting between DEFENDANT  
9 MEDAVOY and the PLAINTIFF, DEFENDANT MEDAVOY informed the PLAINTIFF that the  
10 other two executors (DRESSLER and DOUGLAS) were going to give the PLAINTIFF a  
11 Lexus automobile (Plaintiff to pay the taxes) and \$4,000.00 as separation pay as a  
12 result of the estate's termination of the PLAINTIFF's employment. The separation pay  
13 was going to be for the periods of September 2004 and October 2004. The PLAINTIFF  
14 was advised by DEFENDANT MEDAVOY that she would get the Lexus and the  
15 separation pay provided that she execute a confidentiality agreement, prohibiting the  
16 PLAINTIFF from divulging any information concerning the BRANDO family or the  
17 BRANDO estate.  
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21  
22 45. MEDAVOY instructed the PLAINTIFF to decline the separation offer and to  
23 insist that the RUNNYMEDE property was hers. The PLAINTIFF trusting and relying on  
24 DEFENDANT MEDAVOY's advice did in fact decline the separation offer. After the  
25 PLAINTIFF followed DEFENDANT MEDAVOY's instructions, DEFENDANT MEDAVOY  
26 continued to assure and reassure the PLAINTIFF that she did not need to worry  
27  
28

COMPLAINT



1 48. On September 27, 2004, the PLAINTIFF spoke to MEDAVOY and MIKO  
2 BRANDO (the decedent's son). During said conversation both MEDAVOY and MIKO  
3 indicated that they understood that the decedent bought the RUNNYMEDE property for  
4 the PLAINTIFF. MEDAVOY informed PLAINTIFF that he did not understand why the  
5 estate attorney LARSON had to send the letter concerning the separation offer but  
6 MEDAVOY reassured PLAINTIFF that to just hold on to the letter and just sit back and  
7 relax. MIKO indicated to PLAINTIFF that he understood that the property was hers and  
8 if his father was still alive the PLAINTIFF would not be treated this. MIKO BRANDO  
9 expressed to the PLAINTIFF his understanding and sympathy. MIKO felt bad about the  
10 way the EXECUTORS and their attorneys had been treating the PLAINTIFF.  
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14 49. On September 28, 2004, DEFENDANT MEDAVOY telephoned the PLAINTIFF  
15 and told the PLAINTIFF that she needed to file a creditor's claim so that the  
16 DECEDENT's estate would have a basis in which to turn over the RUNNYMEDE property  
17 to the PLAINTIFF. Once again, DEFENDANT MEDAVOY professed to the PLAINTIFF  
18 that everything would work out concerning the property but that the PLAINTIFF would  
19 have to submit the claim form as a formality. At no time, did DEFENDANT MEDAVOY  
20 advise the PLAINTIFF that absent a court order he would need at least one additional  
21 executer's approval to transfer the RUNNYMEDE property to the PLAINTIFF or to  
22 approve her claim. DEFENDANT MEDAVOY insisted that if the PLAINTIFF filed a  
23 creditor's claim everything would work out in a favorably way for the PLAINTIFF. This  
24 was a misrepresentation of a material fact meant to deceive the PLAINTIFF.  
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COMPLAINT



1 to transfer title to the property to her. DRESSLER and SEELEY informed the PLAINTIFF  
2 that if she needed help filing out the claim form that one of the estate attorney  
3 BAWDEN ( an associate of LARSON) could help her. During that meeting the  
4 PLAINTIFF was never advised that the EXECUTORS had no intention on transferring  
5 title of the property to PLAINTIFF or that they were going to deny her claim. The  
6 executors knew shortly after the decedent's death that the PLAINTIFF was claiming an  
7 ownership interest in the RUNNYMEDE property. The EXECUTORS always  
8 communicated to the PLAINTIFF that they were there to help her and resolve the title  
9 issue concerning the RUNNYMEDE property. PLAINTIFF is informed and believe that  
10 legal counsel for the DECEDENT's estate was providing the PLAINTIFF with legal advise  
11 concerning her claim thus creating an actual and existing conflict of interest. Estate  
12 attorney LARSON states in his September 27, 2004, letter to Plaintiff that he  
13 understands that PLAINTIFF is claiming that the Lexus and the RUNNYMEDE property  
14 belonged to the PLAINTIFF and that "(b)ecause Mr. Brando's Last Will and Living Trust  
15 do not leave you them to you , the ONLY way to pursue this is to file a creditor's claim  
16 with the executors." PLAINTIFF is informed and believes that LARSON's legal advise to  
17 PLAINTIFF was incorrect and misleading. The PLAINTIFF had other remedies such has  
18 filing an 850 petition. The PLAINTIFF after consulting with legal counsel is informed  
19 and believes that a creditor's claim was and is not the ONLY way to pursue her claim to  
20 the Lexus and the RUNNYMEDE property. The PLAINTIFF is informed and believes that  
21 the estate ATTORNEYS purposely mislead the PLAINTIFF to her determinant.  
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COMPLAINT



1 informed the PLAINTIFF that she needed to get her INS status straightened out so that  
2 there would be no problems transferring the RUNNYMEDE property and the Lexus  
3 automobile to the PLAINTIFF.  
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5  
6 57. On November 3, 2004, the PLAINTIFF met with DRESSLER and DOUGLAS at  
7 the decedent's Mulholland residence. They both promised the PLAINTIFF that they  
8 would be there for the PLAINTIFF.  
9

10  
11 58. On November 24, 2004, the PLAINTIFF spoke to DEFENDANT MEDAVOY  
12 concerning the creditor's claim and the PLAINTIFF wanted to know when she would be  
13 getting clear title to the RUNNYMEDE property. DEFENDANT MEDAVOY was unable to  
14 say for sure. What DEFENDANT MEDAVOY did not tell the PLAINTIFF is that the other  
15 two executors intended on rejecting her claim.  
16

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18 59. On December 1, 2004, the PLAINTIFF received a (60) sixty day notice to  
19 vacate the RUNNYMEDE property. Said notice was sent to the PLAINTIFF by the estate  
20 attorneys. On December 2, 2004, the PLAINTIFF contacted DEFENDANT MEDAVOY and  
21 asked him about the (60) sixty day notice. DEFENDANT MEDAVOY informed the  
22 PLAINTIFF that he would deal with it when he returned from New Orleans and not to  
23 worry. On December 22, 2004, DEFENDANT MEDAVOY contacted the PLAINTIFF and  
24 informed her that he was taking care of the issue regarding the rejected creditor's claim  
25 and that he was going to give the PLAINTIFF's telephone number to actor WARREN  
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COMPLAINT

1 BEATTY because he needed some domestic help. At that time, the PLAINTIFF still  
2 believed that DEFENDANT MEDAVOY was there to help her and as an executor of the  
3 Estate of MARLON BRANDO he would follow through with his agreement to either  
4 approve her claim or to transfer the RUNNYMEDE property into her name.  
5  
6

7 60. On December 22, 2004, the estate attorneys offered the PLAINTIFF  
8 \$25,000.00 to settle all issues with the DECEDENT's estate. The estate attorneys  
9 indicated that the PLAINTIFF would be required to sign a confidentiality agreement not  
10 to talk about all that the PLAINTIFF knew concerning the DECEDENT or the  
11 DECEDENT's estate. The PLAINTIFF did not understand why she was being offered a  
12 settlement because she had already made an agreement with DEFENDANT MEDAVOY  
13 and was just waiting for her claim to be approved by DEFENDANT MEDAVOY. The  
14 PLAINTIFF had previously been advised by DEFENDANT MEDAVOY that the claim was  
15 just a formality. Therefore, the PLAINTIFF refused the \$25,000.00 offer believing that  
16 DEFENDANT MEDAVOY would stand by his agreement.  
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20 61. On January 1, 2005, the PLAINTIFF received a telephone call from  
21 DEFENDANT MEDAVOY. He instructed the PLAINTIFF to not worry about the other  
22 executors offer, and that the PLAINTIFF should think about what she really wanted  
23 from the estate. The PLAINTIFF informed DEFENDANT MEDAVOY that all she wanted  
24 was title to the RUNNYMEDE property.  
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COMPLAINT

1           62. On January 20, 2005, DRESSLER and DOUGLAS rejected the PLAINTIFF's  
2 creditor's claim. After a careful review of the rejection, the PLAINTIFF realized that  
3 MEDAVOY had not rejected her claim. The PLAINTIFF believed that DEFENDANT  
4 MEDAVOY was still going to follow through with his promises by transferring title to the  
5 RUNNYMEDE property over to the PLAINTIFF.  
6

7  
8           63. On February 9, 2005, DEFENDANT MEDAVOY informed the PLAINTIFF that  
9 he was going to talk to the other executors and the estate attorneys about paying the  
10 PLAINTIFF's claim and that one of the Estate attorneys would be contacting the  
11 PLAINTIFF very soon. The PLAINTIFF still held out hope that DEFENDANT MEDAVOY  
12 would stand by his promises.  
13

14  
15           64. On February 14, 2005, the PLAINTIFF telephoned DEFENDANT MEDAVOY  
16 and left a voice mail. DEFENDANT MEDAVOY never returned the PLAINTIFF telephone  
17 call. PLAINTIFF was advised by DEFENDANT MEDAVOY's staff that MEDAVOY did not  
18 want to communicate with PLAINTIFF any further because the other executors may  
19 want to sue him.  
20

21  
22           65. DEFENDANT MEDAVOY made promises to the PLAINTIFF on numerous of  
23 occasions. DEFENDANT MEDAVOY continuously promised to the PLAINTIFF that the  
24 title issue concerning the RUNNYMEDE property would be resolved in her favor.  
25 PLAINTIFF is informed and believes that DEFENDANT MEDAVOY never intended on  
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28

**COMPLAINT**

1 keeping his promise to the PLAINTIFF. DEFENDANT MEDAVOY made assertions of  
2 fact: 1) That DEFENDANT MEDAVOY understood and knew that the decedent and the  
3 PLAINTIFF had an agreement concerning the RUNNYMEDE property and that  
4 DEFENDANT MEDAVOY would make sure that the estate would do the right thing and  
5 transfer title to the RUNNYMEDE property to PLAINTIFF, 2) that all the PLAINTIFF  
6 needed to do was to file a creditor's claim so that the estate would have a basis to turn  
7 over the RUNNYMEDE property to the PLAINTIFF, and that if the PLAINTIFF filed the  
8 creditor's claim it would be resolved in PLAINTIFF's favor, 3) that if the PLAINTIFF  
9 would agree to not bring a legal action against the DECEDENT's estate, he would see  
10 that the title issue concerning the RUNNYMEDE property would be resolved in  
11 PLAINTIFF's favor. PLAINTIFF is informed and believes that DEFENDANT MEDAVOY  
12 knew that his assertion of fact were not true and that DEFENDANT MEDAVOY believed  
13 that his assertion of fact were not true at the time he asserted them .  
14  
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18 66. DEFENDANT MEDAVOY suppressed the fact that the executors never  
19 intended to transfer title of the RUNNYMEDE property to the PLAINTIFF nor did they  
20 intend on granting the PLAINTIFF's creditor's claim. PLAINTIFF is informed and  
21 believes that DEFENDANT MEDAVOY intentional conveyed false and misleading facts to  
22 the PLAINTIFF. Said facts include, but are not limited, to the following: 1) that  
23 MEDAVOY never intended on following through with his oral contract with the  
24 PLAINTIFF for the transfer of title to the real property in exchange for PLAINTIFF's  
25 agreement not to sue the estate 2) that the estate would resolve the PLAINTIFF's  
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**COMPLAINT**

1 creditor's claim and the title issue in PLAINTIFF's favor, 3) that the other co-executors  
2 never intended on approving the creditor's claim or transferring title to the PLAINTIFF,  
3 4) that DEFENDANT MEDAVOY did not have the sole authority to convey title to the  
4 PLAINTIFF, 5) that all the PLAINTIFF had to do was to file her creditor's claim and he  
5 would see to it that the estate approved the claim. Even after the estate attorneys  
6 conveyed contrary information to the PLAINTIFF, DEFENDANT MEDAVOY continued to  
7 mislead the PLAINTIFF to believe that she would end up with clear title to the  
8 RUNNYMEDE property. DEFENDANT MEDAVOY, knew this to be not true.  
9  
10  
11

12 67. The PLAINTIFF, in the alternative, seeks an Order of this Court tolling the  
13 Statute of Limitations in which to file a lawsuit on PLAINTIFF's rejected Creditor's Claim.  
14 The conduct of DEFENDANT MEDAVOY caused the PLAINTIFF to rely on his  
15 representation, as set forth in this complaint, and therefore caused the PLAINTIFF  
16 to forego the filing of a lawsuit on her rejected Creditor's Claim. Under the California  
17 Probate Code a creditor of a decedent's estate has three months from the date of  
18 a rejected claim in which to file a lawsuit on that rejected claim. The PLAINTIFF did not  
19 discover that DEFENDANT MEDAVOY never intended on approving her creditor's claim  
20 until the PLAINTIFF was evicted from the RUNNYMEDE property in March of 2005. As a  
21 result the PLAINTIFF was deprived of the full three month period in which to file a  
22 Complaint on a rejected creditor's claim. The PLAINTIFF hereby seeks an order  
23 allowing her 30 days from the granting on an order by this court tolling the Statute of  
24 Limitations in which to file a lawsuit on a rejected Creditor's claim.  
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COMPLAINT

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68. As a direct and proximate result of DEFENDANT MEDAVOY's deceit, the PLAINTIFF has suffered compensatory, incidental and consequential damages, including the loss of her bargain, all in a sum according to proof at time of trial. Plaintiff is further entitled to pre-judgment interest at the legal prevailing rate.

69. The PLAINTIFF seeks punitive in the sum of \$2,000,000.00 against DEFENDANT MEDAVOY to punish the DEFENDANT and to deter future bad conduct. The PLAINTIFF seeks punitive damages against DEFENDANT MEDAVOY personally and does not seek to recover said punitive damages from the DECEDENT's estate.

70. In the alternative, the PLAINTIFF seeks an order of the Court tolling the Statute of limitations in which to file a Lawsuit on Rejected Creditor's Claim.

**THIRD CAUSE OF ACTION**  
**BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

( Against defendant MEDAVOY)

71. The PLAINTIFF realleges and incorporates herein by reference each of the allegations set forth in all of the above paragraphs as if fully set forth herein.

72. At all times herein mentioned, there existed a covenant of good faith and fair dealing incident to the oral contract by and between the PLAINTIFF and DEFENDANT MEDAVOY that:

- a. Each party would act in good faith and deal fairly toward the other concerning

**COMPLAINT**

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1 all matters relating to the administration of the decedent's estate;

2 b. Neither party would do anything to deprive the other party of the benefits of  
3 the oral agreement;

4 c. Neither party would take any action that would unfairly prevent the other from  
5 obtaining the benefit of the contract; and  
6

7 d. The Defendant would treat the Plaintiff equally to creditors who are similarly  
8 situated to Plaintiff.  
9

10 73. PLAINTIFF is informed and believes that commencing in or around July 1,  
11 2004, through the date of the filing of this complaint, DEFENDANT MEDAVOY,  
12 intentionally and purposefully breached the implied covenant of good faith and fair  
13 dealing by acting and failing to act as alleged herein. The bad faith conduct of  
14 DEFENDANT MEDAVOY destroyed and/or impaired PLAINTIFF's right to receive the  
15 benefits to which she was entitled pursuant to the oral agreement.  
16

17  
18 74. PLAINTIFF is informed and believes that by acting and failing to act as  
19 alleged herein, DEFENDANT MEDAVOY breached his fiduciary duty to PLAINTIFF as a  
20 creditor of the DECEDENT's estate. DEFENDANT MEDAVOY breached and  
21 continues to breach the implied covenant of good faith and fair dealing.  
22

23 75. As a direct and proximate result of DEFENDANT MEDAVOY's breach of the  
24 implied covenant of good faith and fair dealing, the PLAINTIFF has suffered  
25 compensatory, incidental and consequential damages, including the loss of her bargain,  
26 all in a sum according to proof at time of trial. The PLAINTIFF is further entitled to pre-  
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**COMPLAINT**

02/27/2004

1 judgment interest at the legal prevailing rate.  
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4 **FORTH CAUSE OF ACTION**  
5 **FRAUD**

6 (As to Defendants, DRESSLER and MEDAVOY)  
7

8 76. The PLAINTIFF incorporates paragraphs 1 through 75 into her forth cause of  
9 action, as though fully set forth herein.  
10

11 77. The PLAINTIFF seeks to recover damages against the DEFENDANTS,  
12 DRESSLER and MEDAVOY for their misrepresentations concerning the alleged Codicil to  
13 the decedent's 2002 Last Will and Testament. The PLAINTIFF is informed and believes  
14 that from July 1, 2004, to the present, DEFENDANTS, MEDAVOY and DRESSLER held  
15 out to the PLAINTIFF, the Court, and all other interested persons, the alleged June 18,  
16 2004, codicil as being : 1) duly executed, 2) bearing the signature of the DECEDENT,  
17 and 3) as a valid testamentary document. The PLAINTIFF is informed and believes  
18 that said Codicil is not a valid testamentary document, was not duly executed, and  
19 could not be valid even if the DECEDENT did sign it, because the codicil was procured  
20 or obtained at a time when the DECEDENT did not have the required testamentary  
21 capacity to execute a codicil. However, the PLAINTIFF is informed and believes that  
22 said codicil was not executed by the decedent on June 18, 2004. The PLAINTIFF is  
23 informed and believes that on or about June of 2004, the DEFENDANTS, DRESSLER and  
24 MEDAVOY created (or caused it to be created) the codicil to the DECEDENT's 2002 Last  
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**COMPLAINT**

1 Will and Testament for the purpose of gaining control over the DECEDENT's  
2 multimillion dollar estate. The PLAINTIFF did not see the decedent's codicil until April  
3 of 2006, which was long after the DECEDENT's death. Shortly after the DECEDENT's  
4 death, the PLAINTIFF was advised by the DEFENDANTS that the codicil was a valid and  
5 legal document thus causing the PLAINTIFF to justifiably and determinately relied on  
6 the DEFENDANT's representation that the codicil was valid and that the DEFENDANTS  
7 were the rightfully named executor of the DECEDENT's 2002 Last Will and Testament.  
8 But For the DEFENDANTS' fraudulent act of creating (or procuring) a codicil to the  
9 DECEDENT's 2002 Last Will and Testament, and offering it to the court for probate, the  
10 previously named executor (CORRALES) would have served as the Personal  
11 Representative/Executor of the DECEDENT's estate and would have paid the  
12 PLAINTIFF's creditor's claim and/or would have transferred the RUNNYMEDE property  
13 to the PLAINTIFF. The PLAINTIFF is informed and believes that she will be able to  
14 offer to the court a sworn statement by CORRALES establishing this allegation.  
15 CORRALES was the person who was asked by the DECEDENT and the PLAINTIFF to  
16 assist them with the purchase of the RUNNYMEDE property. CORRALES knew with  
17 great detail the agreement between the DECEDENT and the PLAINTIFF and would have  
18 honored the Oral Contract by transferring title to the RUNNYMEDE property in to the  
19 PLAINTIFF's name. The PLAINTIFF is informed and believes that it was the fraudulent  
20 acts of the DEFENDANTS, DRESSLER and MEDAVOY that resulted in DRESSLER,  
21 MEDAVOY and DOUGLAS being appointed by the court (though extrinsic fraud) as the  
22 personal representatives of the DECEDENT's estate. The PLAINTIFF is informed and  
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**COMPLAINT**

1 believes that it was the DEFENDANTS fraudulent actions that placed the DEFENDANTS  
2 in a position of authority, which allowed them to reject the PLAINTIFF's claims  
3 concerning the RUNNYMEDE property. The PLAINTIFF is informed and believes that  
4 had CORRALES served as the Personal Representative/Executor of the DECEDENT's  
5 estate, CORRALES having personal knowledge concerning the DECEDENT's agreement  
6 with PLAINTIFF, would have transferred title to the RUNNYMEDE property to the  
7 PLAINTIFF.  
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11 78. The PLAINTIFF is informed and believes that said fraudulent acts (as alleged  
12 herein) were knowingly, willfully and maliciously committed by the DEFENDANTS,  
13 DRESSLER and MEDAVOY. The PLAINTIFF is informed and believes that said  
14 DEFENDANTS intentionally and purposely misrepresented the true nature and purpose  
15 of the June 18, 2004, codicil to the PLAINTIFF (a creditor and interested person in the  
16 decedent's estate), the Court, and the estate beneficiaries. The PLAINTIFF is informed  
17 and believes that said DEFENDANTS knowing and purposely offered said codicil to  
18 probate claiming it to be a validity executed document, bearing the DECEDENT's  
19 signature and that the document was not the product of undue influence and/or fraud  
20 and/or duress. The PLAINTIFF is informed and believes that this was false and  
21 misleading. The PLAINTIFF is informed and believes that DEFENDANT, DRESSLER,  
22 was at the DECEDENT's residence on June 18, 2004, and knew or should have known  
23 that the DECEDENT was incapacitated and that the alleged witness, DEXTER, was not  
24 present.  
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**COMPLAINT**

2025/08/28

1 79. The PLAINTIFF is informed and believes that DEFENDANT MEDAVOY  
2 repeatedly made statements to the PLAINTIFF that they needed to change the  
3 EXECUTORS of the DECEDENT's will. The PLAINTIFF is informed and believes that it  
4 was MEDAVOY who forced the issue about changing the DECEDENT's will. The  
5 PLAINTIFF is informed and believes that it was and is the DEFENDANTS, DRESSLER,  
6 MEDAVOY, as well as, Co-Executor DOUGLAS who benefitted for the changes in the  
7 alleged codicil. The PLAINTIFF is informed and believes that the June 18, 2004, codicil  
8 did nothing more than change the executors to the DECEDENT's 2002 Last Will and  
9 Testament. The PLAINTIFF is informed and believes that the DECEDENT, MARLON  
10 BRANDO, had a large estate and that being in control of his estate was and is a  
11 prestigious job and valuable job. The PLAINTIFF is informed and believes that the  
12 DEFENDANTS, DRESSLER and MEDAVOY, as well as, Co-Executor DOUGLAS have  
13 received and will continue to receive, for years to come, substantial financial gain for  
14 controlling the MARLON BRANDO empire.  
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19 80. As a direct and proximate result of DEFENDANTS', MEDAVOY and  
20 DRESSLER, fraudulent conduct the PLAINTIFF has suffered compensatory, incidental  
21 and consequential damages, including, but not limited to, an amount equal to the  
22 current fair market value of the RUNNYMEDE Property, all in a sum according to proof  
23 at time of trial. Plaintiff is further entitled to pre-judgment interest at the legal  
24 prevailing rate.  
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**COMPLAINT**

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1 81. The PLAINTIFF seeks punitive in the sum of \$2,000,000.00 against  
2 DEFENDANT MEDAVOY and DRESSLER to punish the DEFENDANTS and to deter future  
3 bad conduct. The PLAINTIFF seeks punitive damages against DEFENDANTS MEDAVOY  
4 and DRESSLER personally and not against the DECEDENT's estate.  
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7 **WHEREFORE**, Plaintiff prays judgment against defendants as follows:

8 **FIRST CAUSE OF ACTION**

- 9  
10 1. General and compensatory damages in a sum according to proof at trial;  
11 2. Consequential and incidental damages in a sum according to proof at trial;  
12 3. Pre-judgment interest at the legal prevailing rate;

13 **SECOND CAUSE OF ACTION**

- 14 1. General and compensatory damages in a sum according to proof at trial;  
15 2. Consequential and incidental damages in a sum according to proof at trial;  
16 3. Pre-judgment interest at the legal prevailing rate;  
17 4. Punitive damages against Defendant, MEDAVOY personally in the sum of \$2,000,000.00.  
18 5. In the Alternative, an order tolling the Statute of Limitations in which to file suit on a  
19 rejected creditor's claim, thus granting the PLAINTIFF 30 days for the granting of said  
20 request to file sue on her rejected creditor's claim.

21 **THIRD CAUSE OF ACTION**

- 22 1. General and compensatory damages in a sum according to proof at trial;  
23 2. Consequential and incidental damages in a sum according to proof at trial;  
24 3. Pre-judgment interest at the legal prevailing rate;

25 **FOURTH CAUSE OF ACTION**

- 26 1. General and compensatory damages in a sum according to proof at trial;  
27 2. Consequential and incidental damages in a sum according to proof at trial;  
28 3. Pre-judgment interest at the legal prevailing rate;  
4. Punitive damages against Defendants, MEDAVOY and DRESSLER personally in the sum  
of \$2,000,000.00

**FOR ALL CAUSES OF ACTION**

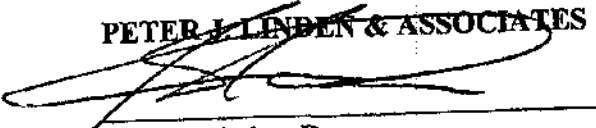
1. For reasonable attorney fees according to proof;

**COMPLAINT**

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- 2. For costs of suit incurred in this action; and
- 3. For such other an further relief as this court may deem just and proper.

Date: 6-30, 2006

**PETER J. LINDEN & ASSOCIATES**  
  
Peter J. Linden, Esq.  
Attorney for Plaintiff

**COMPLAINT**

VERIFICATION - 446.2015 C.C.P.

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STATE OF CALIFORNIA            )  
                                          ) SS: Evelyn "Angela" Borlaza Magaling  
COUNTY OF LOS ANGELES    )

I am a named PLAINTIFF in the above-certified action. I have read the foregoing  
**COMPLAINT FOR: 1. BREACH OF ORAL CONTRACT, 2. DECEIT, 3. BREACH OF  
COVENANT OF GOOD FAITH AND FAIR DEALING, 4. FRAUD**  
and know the contents thereof. I certify that the same is true of my own knowledge, except as  
to those matters which are therein stated upon my information and belief, and as to those  
matters I believe it to be true.

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

Executed on 6-30-06, at Los Angeles, CALIFORNIA

By:   
**EVELYN "ANGELA" BORLAZA  
MAGALING**