

1 DANIEL F. BLACKERT, CSB No. 255021
2 LISA J. BORODKIN, CSB No. 196412
3 **Asia Economic Institute LLC**
4 11766 Wilshire Boulevard Suite 260
5 Los Angeles, California 90025
6 Telephone (310) 806-3000/Facsimile (310) 826-4448
7 Blackertesq@yahoo.com
8 lisa_borodkin@post.harvard.edu

Attorneys for Plaintiffs,

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ASIA ECONOMIC INSTITUTE, a
California LLC; RAYMOND
MOBREZ an individual; and ILIANA
LLANERAS, an individual,

Plaintiffs,

vs.

XCENTRIC VENTURES, LLC, an
Arizona LLC, d/b/a as BADBUSINESS
BUREAU and/or
BADBUSINESSBUREAU.COM
and/or RIPOFFREPORT and/or
RIPOFFREPORT.COM; BAD
BUSINESS BUREAU, LLC, organized
and existing under the laws of St.
Kitts/Nevis, West Indies; EDWARD
MAGEDSON an individual, and DOES
1 through 100, inclusive,

Defendants.

Case No.: 2:10-cv-01360-SVW-PJW

The Honorable Stephen V. Wilson

**DECLARATION OF RAYMOND
MOBREZ IN SUPPORT OF MOTION
FOR RECONSIDERATION OF
ORDER GRANTING PARTIAL
SUMMARY JUDGMENT ON RICO
CLAIMS PREDICATED ON
EXTORTION AND DENYING RULE
56(f) RELIEF**

1 **DECLARATION OF RAYMOND MOBREZ**

2 I, Raymond Mobrez, declare:

3 1. I am a Director of Plaintiff Asia Economic Institute LLC, and a
4 Plaintiff in my individual capacity as a licensed California Real Estate broker in
5 this action. I have first-hand, personal knowledge of the facts set forth below and,
6 if called as a witness, I could and would testify competently thereto.

7 2. This Declaration is made in support of Plaintiffs’ Motion For
8 Reconsideration of this Court’s Order of July 19, 2010 granting partial summary
9 judgment to Defendants.

10 3. I have tried repeatedly to resolve the harm caused to my
11 individual real estate brokering business and also the destruction to Asia Economic
12 Institute through any means possible.

13 4. I have felt repeatedly threatened and fearful of Defendants’
14 tactics, which seem designed to substantiate demands for large, round sums of
15 money. These begin with the false declaration by Defendant Edward Magedson on
16 March 22, 2010 stating falsely that I became threatening towards him and told him
17 that I “had people in Arizona” who could “find him” and on April 5, 2010 stating
18 falsely that I “made statements which made me concerned for [his] safety.” I never
19 made these statements, and he later recanted them on May 11, 2010 in order to
20 demand \$25,000 from me to settle this lawsuit.

21 5. On July 20, 2010, I traveled to Phoenix Arizona to try to settle
22 this case with Defendants and also to offer a voluntary deposition under oath, at
23 my expense, with a waiver of attorney-client privilege as to the circumstances of
24 my previous declarations. I made this offer due to Defendants’ counsel’s repeated
25 threats to my counsel to sue them personally for malicious prosecution and abuse
26 of process, and to eliminate Defendants’ intent to leave me vulnerable without
27 counsel, which seems to be their pattern in my case.

1 6. On July 20, 2010, we had an informal meeting to try to settle
2 the case. Defendant Magedson became very angry and was yelling at me at several
3 points in the meeting. Defendants declined to take my deposition, and continued to
4 threaten my counsel with future claims for malicious prosecution, and instead
5 offered them personal releases of potential future claims against them if they could
6 get me to agree to pay Defendants the money demanded in settlement of my case.

7 7. At the beginning of the discussion on July 20, 2010, Mr.
8 Magedson pointed at my counsel, Daniel Blackert, and said "It was you!,"
9 accusing him of creating this case, without any factual or logical reason. This was
10 said in a belligerent, menacing, loud voice, after Mr. Magedson cast a set of
11 extremely personal insults at my counsel's appearance, without any provocation.

12 8. The amounts demanded by Defendants' counsel for settling the
13 case on July 20, 2010 were inconsistent, seemed arbitrary, and were not supported
14 by bills or itemizations. In the same day, Defendants' counsel Maria Speth offered
15 to settle the case for about \$35,000, whereas Defendants' counsel Adam Kuntz
16 offered to settle the case for about \$50,000. I questioned which was the correct
17 amount, and if they were in fact all for legal fees.

18 9. On July 20, 2010, Defendants expressly offered that they would
19 redact my name, and the names of Iliana Llaneras and Asia Economic Institute
20 from all the Rip-off Reports about us, as well as the HTML, if we would pay the
21 \$35,000 or \$50,000 demanded.

22 10. On July 20, 2010, Mr. Magedson stated that he wanted to
23 accomplish the removal of my names and the names of the other two Plaintiffs in
24 this case from Rip-off Reports by styling it as an "investigation" and that
25 afterwards he would update the report to include the findings of the investigation.
26 Defendants' counsel said it would be my choice whether the reports would be
27 modified by redaction or by an updated "investigation."
28

1 11. Defendants described that when someone gets into their
2 Coporate Advocacy Program, they address the complaints about the CAP member
3 by “holding their feet to the fire” – referring to all those who have complained
4 about the CAP member.

5 12. Defendants acknowledged the destruction on my business that
6 the continued presence of Rip-off Reports had on my business. Defendants’
7 counsel Adam Kunz called my business, the Asia Economic Institute, my “baby”
8 and likened the damage to my business to feeling like “somebnody took away your
9 baby.”

10 13. On July 20, 2010, Defendant Ed Magedson repeated the threat
11 from his prior emails to me that “all businesses get complaints” and that “Rip-off
12 Reports happen to everybody” and pointed and looked directly at my counsel and
13 said to her “It will happen to you.” I perceived this threat to my counsel as a threat
14 to me, since it was said in an intimidating tone of voice and in my presence.

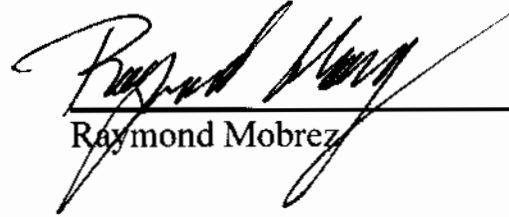
15 14. On July 20, 2010, Mr. Magedson also became very upset that I
16 was not agreeing to pay all the money Defendants demanded, and approached my
17 counsel physically, telling her that “You’re going to be on the cover of my book!”
18 which I understand Mr. Magedson intends to write about bad lawyers.

19 15. On July 20, 2010, Defendants also insisted as a term of
20 settlement that I provide information to incriminate John Brewington and any of
21 their other perceived enemies. Defendants’ attorney Adam Kuntz explained that
22 aside from money, they sought damaging testimony against their “enemies.”
23 Defendants explained they wanted name, phone bills, and any information about
24 anyone that could lead to useful information about John Brewington.

25 16. Even though I have no useful testimony to give against John
26 Brewington, and have informed Defendants several times that I do not know
27 anything useful about John Brewington, they continue to ask me to provide
28 damaging information about John Brewington.

1 I declare under penalty of perjury under the laws of the State of
2 California and the United States of America that the foregoing is true and correct.

3 Executed this 16th day of August, 2010, in Los Angeles, California.

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