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8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 SRI LANKA FOUNDATION,

11 Plaintiff,

12 v.

13 ALLENA ANITA ALLEN dba IDEAL ZONE;
14 RASHANTHA DE SILVA dba IDEAL ZONE;
15 and DOES 1 through 10, inclusive,

16 Defendants.
17
18

Case No. BC 362423

FIRST AMENDED COMPLAINT

- 1) BREACH OF CONTRACT
- 2) INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

JURY TRIAL DEMANDED

19 1. Plaintiff SRI LANKA FOUNDATION is a nonprofit public benefit corporation organized
20 under the Nonprofit Public Benefit Corporation Law for public purposes, with its principal place of
21 business located in the County of Los Angeles, State of California.

22 2. Defendant ALLENA ANITA ALLEN dba IDEAL ZONE ("Allen") is an individual
23 residing in the County of Los Angeles, State of California, doing business under the fictitious
24 business name of IDEAL ZONE.

25 3. Defendant RASHANTHA DE SILVA dba IDEAL ZONE ("Silva") is an individual
26 residing in the County of Los Angeles, State of California, doing business under the fictitious
27 business name of IDEAL ZONE.

28 4. Plaintiff is ignorant of the true names and capacities of defendants sued as DOES 1

1 through 10, inclusive, and therefore sues these all of these defendants by those fictitious names.
2 Plaintiff will seek leave to amend this complaint to allege the true names and capacities of these
3 fictitiously named defendants when those names and capacities are ascertained. Plaintiff is informed
4 and believes, and thereon alleges, that each of these fictitiously named defendants are responsible in
5 some manner for the occurrences alleged in this complaint and that plaintiff's damages, as alleged in
6 this complaint, were proximately caused by these fictitiously named defendants.

7 5. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein
8 each of the defendants was the agent, successor, representative, employee, partner, and/or joint
9 venturer of the other defendants; and, in doing the acts described herein, each was acting within the
10 scope and course of said capacities and with the full knowledge, consent and/or ratification of the
11 other defendants. Plaintiff is informed and believes, and thereon alleges, that at a time unknown to
12 it, but well known to the defendants, each of the defendants entered into a conspiracy with, and
13 otherwise aided and abetted, each other to commit the acts alleged herein. At all times relevant,
14 each of the defendants committed the wrongful acts described herein as part of, and in furtherance
15 of, said conspiracy with the knowledge, consent and ratification of the other defendants.

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17 **FIRST CAUSE OF ACTION**

18 **(Breach of contract – against all defendants)**

19 6. Plaintiff repeats and re-alleges all allegations of paragraphs 1 through 5 herein, as if fully
20 set forth at this point.

21 7. In or about February 2006, plaintiff, by its president Walter Jayasinghe, M.D., entered
22 into an oral agreement with defendant Silva to provide graphic and promotional goods and services
23 to plaintiff. At all times relevant hereto, Silva represented that he would do the work personally and
24 that he owned a company named Ideal Zone. Silva never mentioned that defendant Allen was
25 involved in any way or that anyone else had any ownership in Ideal Zone other than himself.

26 8. Defendants breached the agreement by failing to provide the goods and services per the
27 oral agreement.

28 9. For its part, plaintiff has performed all obligations called for under the oral agreement.

1 10. As a proximate result of defendant's breach, plaintiff has been damaged in the amount of
2 \$75,000.

3 **SECOND CAUSE OF ACTION**

4 **[Interference with Contract – against Silva]**

5 11. Cross-complainants incorporate by reference the allegations contained in paragraphs 1
6 through 10 hereof, inclusive, as though fully set forth at this point.

7 12. In or about December 2005, plaintiff by its manager Palitha Pelpola entered into an oral
8 agreement with Pradeep Ratnayaka ("Pradeep"), a Sri Lankan musician, by speaking with his agent
9 Madhurat Ratnayaka, who was authorized and empowered to make the oral agreement on Pradeep's
10 behalf. The parties agreed that plaintiff would have exclusive rights to promote the concerts of
11 Pradeep in the United States. In return for such exclusive rights, plaintiff agreed to promote and
12 finance, and did promote and finance, an elaborate concert at Disney Concert Hall in downtown Los
13 Angeles in July 2006, spending substantial sums in connection therewith. Plaintiff absorbed
14 approximately \$25,000 in losses related to this event, based on the understanding between the parties
15 that plaintiff would absorb initial losses in order to gain fame and popularity for Pradeep, so that
16 plaintiff would benefit from greater ticket sales at future concerts.

17 13. Silva became acquainted with Pradeep through their mutual connection with plaintiff. In
18 or about mid-2006, Silva induced Pradeep to breach his contract with plaintiff and contract with
19 Silva as his exclusive manager for concerts in the United States. In so doing, Silva intended to
20 interfere with, and in fact successfully interfered with, plaintiff's above-described contractual
21 relationship with Pradeep by promoting Pradeep's dissatisfaction with his contract with plaintiff, and
22 counseling and encouraging Pradeep to breach his contract with plaintiff. Upon information, such
23 actions of Silva were carried out, among other ways, in conversations between Silva, Pradeep,
24 and Madhurat Ratnayaka.

25 14. The actions of Silva as hereinabove alleged proximately caused damage to plaintiff in an
26 amount in excess of the minimum jurisdiction of this Court.

27 15. The actions of Silva as hereinabove alleged were wilful, malicious and oppressive in that
28 they were intended to cause injury to plaintiff, while at the same time financially benefitting Silva.

1 Therefore, plaintiff is entitled to an award of punitive damages.

2

3 **WHEREFORE**, plaintiff prays:

4 1. On the First Cause of Action, for general and special damages according in the amount of
5 \$75,000; costs and attorneys' fees according to suit, and such other and further relief as the Court
6 deems just and proper.

7 2. On the Second Cause of Action, for general and special damages according to proof, for
8 punitive damages, costs and attorneys' fees according to suit, and such other and further relief as the
9 Court deems just and proper.

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12 DATED: Jan. 10, 2006



Paul Bloom
Attorney for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF VENTURA

I, Paul Bloom, certify as follows:

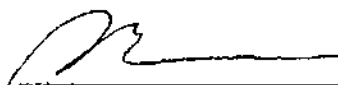
1. I am, and at all times mentioned herein was, an active member of the State Bar of California and not a party to this action, and that my business address is 5118 Marlin Way, Oxnard, California 93035.

2. On this date I served the attached FIRST AMENDED COMPLAINT by depositing a true copy thereof in a box maintained for Express Mail by the United States Post Office in Oxnard, California, sealed and Express Mail postage prepaid, and addressed as follows:

Alena Allen
155 West Washington Blvd., #711
Los Angeles, CA 90015

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

DATED: 1/11/07



Paul Bloom