

1 **Rashantha de Silva (PRO PER)**

2 630 W. Duarte Road #230

3 Monrovia, CA 91016

4 (213) 747-1385 (M)

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7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF LOS ANGELES**

9 ) Case No. BC362423

10 Sri Lanka Foundation, )

11 Plaintiff )

12 vs. )

) VERIFIED CROSS COMPLAINT FOR

13 Rashantha De Silva )

14 Allena Anita Allen dba Ideal Zone and ) 1) BREACH OF CONTRACT

15 Does 1 through 10 inclusive, ) 2) INTERFERENCE WITH PROSPECTIVE

16 Defendants ) 3) UNFAIR BUSINESS PRACTICES

17 )  
18 \_\_\_\_\_ )

19 Rashantha De Silva, )

20 Cross-Complainant )

21 vs. )

22 Sri Lanka Foundation; )

23 Walter Jayasinghe; )

24 Palitha Pelpola; )

25 Does 1 through 30 )

26 Cross-Defendants )  
\_\_\_\_\_ )

27  
28 The Cross-Complainant, RASHANTHA DE SILVA alleges as follows:

**PARTIES**

- 1 1. The Cross-Complainant, RASHANTHA DE SILVA (hereinafter "DE  
2 SILVA") resides in the County of Los Angeles, State of  
3 California.
- 4 2. Cross-Defendant, Sri Lanka Foundation hereinafter "SLF" claims  
5 to be a non-profit public benefit corporation organized under  
6 the Non Profit Public Corporation Law for public purposes with  
7 it's principal place of business located in the county of Los  
8 Angeles, State of California.
- 9 3. Walter Jayasinghe hereinafter "Jayasinghe" resides in the  
10 County of Los Angeles, State of California.
- 11 4. Palitha Pelpola hereinafter "Pelpola" resides in the State of  
12 California.
- 13 5. The Cross-Complainant is ignorant of the true names of and  
14 capacities of Cross-Defendants sued as Does 1 through 30  
15 inclusive and therefore sues all of these Cross-Defendants by  
16 those fictitious names Cross-Complainant will seek leave to  
17 amend this Cross Complaint to allege the true names and  
18 capacities of these fictitiously named defendants when those  
19 names and capacities are ascertained. The Cross-Complainant is  
20 informed and believes and thereon alleges that each of these  
21 fictitiously named Cross-Defendants are responsible in some  
22 manner for the occurrences alleged in this Cross Complaint and  
23 that Cross Complainants damages as alleged herein were  
24 proximately caused by these fictitiously named Cross  
25 Defendants.
- 26 6. Cross Complainant is informed and verily believes and thereon  
27 alleges that at all times mentioned herein each of the Cross  
28

1 Defendants was the agent, successor, representative, employee,  
2 partner, volunteer, and/or joint venturer of the other  
3 defendants and in doing the acts described herein each was  
4 acting within the scope of said capacities and with the full  
5 knowledge and consent and/or ratification of the other Cross-  
6 Defendant. Cross Complainant is informed and verily believes  
7 and thereon alleges, that at a time unknown to him but well  
8 known to the Cross Defendants, each of the Cross Defendants  
9 entered into a conspiracy with, and otherwise aided and  
10 abetted, each other to commit the acts alleged herein. At all  
11 times relevant, each of the Cross Defendants committed the  
12 wrongful acts described herein as part of, and in furtherance  
13 of, said conspiracy with the knowledge, consent, and  
14 ratification of the other Cross Defendants.

15 7. SLF, the Cross Defendant is subject to a unity of control, and  
16 separate alleged corporate structures were created to avoid  
17 payment of taxes and in fact has avoided payment of taxes, and  
18 to confuse courts and those seeking redress for its actions.

19 8. The designation of SLF as a non-profit entity is a sham  
20 contrived to exploit the public and it's Board of Directors.

21 9. JAYASINGHE controls and operates SLF and uses it to enforce  
22 his orders and carry out his attacks on individuals, including  
23 the acts against DE SILVA alleged herein to the extent there is  
24 no separate identity between JAYASINGHE and SLF and any claim  
25 of such separate identity should be disregarded.

26  
27 **FACTUAL ALLEGATIONS**  
28

1 10. JAYASINGHE has appeared on television in relation to the SLF  
2 at one time as CEO of the SLF and also at other times has  
3 referred to himself as the President of the SLF.

4 11. JAYASINGHE in or about October 2006 entered into an oral  
5 agreement with DE SILVA to pay \$28,000 as "a grant"

6 12. JAYASINGHE maliciously and fraudulently misled DE SILVA into  
7 believing that the payment would be made by himself and not by  
8 the SLF.

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10  
11 **FIRST CAUSE OF ACTION**

12 (Breach of Contract against JAYASINGHE)

13 13. Cross Complainant repeats and re-alleges all allegations in  
14 paragraph 1 through 12 as if fully setout herein.

15 14. Cross Defendant JAYASINGHE has breached the said agreement by  
16 failing to pay all or any part of the said \$28,000

17 15. Cross Complainant has performed all obligations called for  
18 under the said agreement.

19  
20 **SECOND CAUSE OF ACTION**

21 (Interference with Prospective Economic Advantage - Against all  
22 CROSS DEFENDANTS)

23  
24 16. Cross Complainant incorporates by reference the allegations  
25 contained in paragraph 1 through 12 as if fully setout herein.

26 17. DE SILVA produced and organized a concert for the SLF with  
27 Pradeep Rathanayake which was a triumphant success and highly  
28 acclaimed.

1 18. Immediately thereafter Pradeep Rathnayake and DE SILVA held  
2 a meeting in the presence of Ms. Aeshea Jayasinghe the wife of  
3 the aforesaid JAYASINGHE and claimed by the SLF as a member of  
4 the Board of Directors. At the said meeting Pradeep Rathnayake  
5 and DE SILVA mutually discussed that DE SILVA would become the  
6 AGENT for Pradeep Rathnayake.

7 19. In or about September of 2006 DE SILVA discussed with  
8 JAYASINGHE that a Pradeep Rathanyake concert tour was being  
9 worked on.

10 20. JAYASINGHE and PELPOLA jointly contacted Dr. Jay Liyanage a  
11 friend of Pradeep Rathanyake and his wife Madhu Rathanyake in  
12 an elaborate scheme to create dissension between DE SILVA and  
13 the said Rathnayakes.

14 21. The allegations in paragraph 12 of the first amended  
15 complaint of the SLF are false and malicious and false to the  
16 knowledge of JAYASINGHE and PELPOLA and SLF and CROSS  
17 DEFENDANTS 1 THROUGH 30.

18 22. JAYASINGHE addressed a committee meeting of the SLF on  
19 September 18, 2006 at approximately 1:39 p.m. wherein  
20 JAYASINGHE stated that PELPOLA had no such contract as PELPOLA  
21 claimed and that the SLF and JAYASINGHE have nothing more to do  
22 with Pradeep Rathnayake. JAYASINGHE further stated that DE  
23 SILVA can continue with dealings with Pradeep Rathanyake and  
24 stated "...you have a free hand" and "...I wish you luck"

25 23. Cross Complainant files herewith a copy of the fax sent by  
26 Mr. Paul Bloom, Attorney, marked Exhibit A wherein it is stated  
27 that JAYASINGHE "does not hesitate to litigate" and will file  
28 injunctions against performances by Pradeep Rathnayake, knowing

1 full well that the said exhibit A will have to be communicated  
2 to both the Rathnayakes and DE SILVA did so.

3 24. After several attempts by Cross Defendants to sabotage the  
4 relationship the SLF deliberately filed a malicious law suit to  
5 further cause interference with prospective economic advantage  
6 of DE SILVA.

7 25. The said actions of cross defendants caused damaged to Cross  
8 complainant in an amount in excess of the minimum jurisdiction  
9 of this court.

10 26. The said actions of Cross Defendants as herein before alleged  
11 were willful, malicious and oppressive in that they were  
12 intended to cause injury to DE SILVA while at the same time  
13 financially benefiting the Cross Defendants. Therefore Cross  
14 Complainant is entitled to an award of punitive damages.

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16 **THIRD CAUSE OF ACTION**

17 (Unfair Business Practices)

18 27. In violation of Business & Professional Code 17200 et seq  
19 Cross Defendants willfully promoted and sold items to the  
20 public claiming Tsunami Benefits to the Rehabilitation of the  
21 Tsunami devastated areas of Sri Lanka.

22 28. DE SILVA was providing public relations services for the SLF  
23 targeting the Sri Lankan American community.

24 29. Cross Defendants willfully mislead DE SILVA on several  
25 occasions that services rendered would benefit the victims of  
26 the tsunami in Sri Lanka.

27 30. In fact the SLF has avoided payment of taxes on approximately  
28 a sum of \$360,000 in violation of the law.

1 31. Furthermore moneys collected from products and tickets to  
2 benefit Tsunami victims of Sri Lanka have been misappropriated.

3 32. These actions are a directly detrimental to the reputation of  
4 DE SILVA and therefore Cross Complainant seeks punitive  
5 damages.

6  
7 WHEREFORE, the Cross Complainant prays:

8 1. On the First Cause of Action, for general and special  
9 damages in the amount of \$28,000 and interest, costs and  
10 attorneys' fees according to suit, and such other and further  
11 relief as the Court seems just and proper.

12 2. On the Second Cause of Action, for general and special  
13 damages according to proof, for punitive damages, costs and  
14 attorneys' fees according to suit, and such other and further  
15 relief as the Court seems just and proper.

16 3. On the Third Cause of Action, for general and special  
17 damages according to proof, for punitive damages, costs and  
18 attorneys' fees according to suit, and such other and further  
19 relief as the Court seems just and proper.

20  
21 I declare under penalty of perjury under the laws of the State  
22 of California that the foregoing statements in cross complaint  
23 is true and correct.

24  
25 Dated: September 26th, 2007

By:



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28 \_\_\_\_\_  
RASHANTHA DE SILVA