

Laurent GRANIER
1999 S. Bascom Avenue, Ste 700
CAMPBELL, CA 95008
Phone : 310 663 1519
Plaintiff, self-represented

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BY JUSTIN BROWN
DEPUTY, SANTA CRUZ COUNTY

SUPERIOR COURT OF CALIFORNIA

SANTA CRUZ COURTHOUSE - COUNTY OF SANTA CRUZ

Laurent GRANIER,
an individual,
PLAINTIFF,

vs.

- Jack LADD,
as individual, and as Owner of
« LADD'S Auto Body & Towing » ;

- Lyle WOLLERT,
as individual, and as Manager of
« LADD'S Auto Body & Towing » ;

- Ryan YORK,
as individual, and as Deputy Sheriff
representing Sheriff-Coroner Phil
WOWAK;

Phil WOWAK,
as Sheriff-Coroner;

-and DOES 1-50, inclusive

DEFENDANTS,

Case n° **CV 180 324**

Complaint for

1. - DELIBERATE VIOLATION of PROFESSIONAL DUTIES AND OBLIGATIONS
2. - FORGED INVOICE AND FRAUD
3. - ROBBERY
4. - COMPLICITY OF ROBBERY
5. - DELIBERATE OBSTRUCTION OF JUSTICE
6. - COLLUSION, CORRUPTION, LACK OF NEUTRALITY, OBSTRUCTION OF JUSTICE by PERSON HAVING AUTHORITY

1
2 **Plaintiff, Laurent GRANIER (hereinafter « Plaintiff » or « GRANIER »)**
3 **alleges and pleads as follows:**
4

5 **The original case.**
6

7 Plaintiff, Laurent GRANIER has had a car accident when driving his car, a classic british one, a 53 MG,
8 the afternoon of the 09th of october 2014, around 3 pm, on the highway 9 in the direction from FELTON to
9 BOULDER CREEK. Another car, a SUBARU, driven by PERRI NOELLE MONTGOMERY arrived behind
10 him fast. She was unable to stop, and even to avoid Laurent GRANIER's car, and she hit it in the right side of
11 the back. She is 100% responsible.

12 Neighbors having heard the collision, went outside and called 911. Ambulance arrived first, and Police
13 later. Because Plaintiff, Laurent GRANIER had pain in his back, left shoulder, his neck and his left bottom,
14 he has been brought by an ambulance to the Hospital of Santa Cruz (Dominican). By this time, Police officer
15 who did the report, called a company, « LADD's » from FELTON, agreed by « AAA », to tow the two cars.

16 Before to be brought by the ambulance to hospital, Laurent GRANIER gave to the Police Officer a copy
17 of his « AAA » membership (« Premier », which is the highest grade) in order to do the work under his own
18 privilege.

1 Jack LADD, owner of « LADD'S Auto Body & Towing », and Lyle WOLLERT, manager of « LADD'S
2 Auto Body & Towing » have the responsibility to keep the car for the owner, Plaintiff.

3
4 For the following days, Plaintiff, Laurent GRANIER being victim, has had to manage his body pain, and
5 his property damages, in order to avoid an increase of them, and the creation of new ones in his private and
6 professional lives, caused by all the hassle coming from the accident.

7 During this difficult time, Laurent GRANIER was alone, being not helped by his own insurance
8 company, « PROGRESSIVE/DRIVE », and let alone by the insurance of the other driver, in order to settle
9 his expenses, his losses, like an hotel because he had to stay in this area to settle the problems caused by the
10 accident.

11 Yet, the day after the accident, he filed the claim to his insurance. But, he has had no help, no assistance,
12 no advise like the simple fact how and what to do.

13 Fortunately, his insurance broker helped Laurent GRANIER by explaining him that, as victim, and as the
14 other person who caused the accident was identified, and insured, he had to do everything by himself, his
15 own insurance company having not to take care of his situation anymore.

16 And so, he even had to contact directly the insurance of the driver who victimized him...

17 The following monday, having no help, no assistance from his own insurance, to know what to do,
18 Plaintiff has had to get information about the other driver and her insurance, by going to Police station.

19 The insurance company of the adverse party sent on monday 20th of october 2014, an expert to LADD'S
20 Auto Body & Towing in FELTON.

21 Laurent GRANIER, Plaintiff, that his car was estimated at the strange and low price of \$17,086.20,
22 despite the fact, that two days before, Laurent GRANIER sent to claims manager of the insurance company
23 of the adverse party, an ad for the same car, 53 MG TD, in the same condition but not the same color, for sale
24 by a professional at \$39,990.

25 There was in this offer, the repayment for the tow and the storage at « LADD's » for \$ 1485.00

- 26 • *Tow and Storage \$180 tow*
- 27 • *15 days at 75 p/day \$1,305.00*

28
29 At once, Plaintiff sent to Defendants, CJ. LUCAS and her manager, Cynthia VELASCO, several emails
30 under the title of « *Re: Claim: 011665727 FORMAL NOTICE of CRIMINAL COMPLAINT and CIVIL*
31 *LAWSUIT FOR CRIMINAL OFFENSES* » to ask them proofs about this fanciful estimate of his car
32 -expertise report-, and by the same time, all legal information about the company she worked for and spoke
33 and decided in its name, and the name of its highest responsables. None of them replied, but CJ. LUCAS took
34 care, to send three times the same email from a prior email, so with only the title « *Claim: 011665727* », and
35 so, in order to avoid to give to Plaintiff the proof she had received his FORMAL REQUEST. For
36 information, copy of each FORMAL NOTICE sent by Plaintiff to CJ. LUCAS, has been sent to Cynthia
37 VELASCO, Steve DOUGLAS, the company the latter works for, « Property Damages Appraisers, Inc. », ,
38 and Daniel WARNICK, Claims Manager at « PROGRESSIVE/DRIVE », his insurance company.

39 Laurent GRANIER, as yet victim, and being screwed, facing ingratitude, disrespect, dishonesty, bad faith
40 from the representatives of the insurance company which has to pay him, decided not to give up anything
41 anymore, and asked for all his losses.

42
43 So, in each FORMAL NOTICE, he claimed :

- 44 • \$40,000 for the value of his car (few evaluations on internet give a price up to 50,000);
- 45 • \$5,000 for the sentimental value about the loss;
- 46 • \$5,000 for the additional value of his car having black original plates of State of California;
- 47 • \$4,400 for tax and registration;
- 48 • \$5,000 for his future personal expenses to find a new car like this one, expecting at least 3 months;
- 49 • \$5,000 to travel and to check the car before to buy it, because most of time pictures in ads are not the
50 reality and we go for nothing;
- 51 • \$100 daily for the loss of pleasure to use his car because it is not a commuting car but a pleasure,
52 what is proved by its nature, classic car, but also by the fact it is a convertible, and it is declared at
53 his insurance as a pleasure car, so starting from the day of the accident until the day he'll find one
54 exactly the same, condition and color;

- 1 • \$100 daily to rent a car until the date he'll find a new one to replace it;
- 2 • \$350 for the rental car of the first week ;
- 3 • \$1,300 for the two weeks at hotel which is not finished at the day of the complaint ;

4
5 So, a total of \$72,050 for property damages and expenses, without the damages caused by their deliberate
6 dirty and unlawful behaviour on his health, on his life and on his work.

7 Being CEO of a corporation in California, and of a Company in London, from one side, and author,
8 inventor, theoretician, master philosopher, from another one, all those troubles, all those hassle disturbed his
9 mind, his main tool, and so his lifes, professional and private, and so, Plaintiff is asking \$500,000.

10
11 Plaintiff, Laurent GRANIER filed a complaint to California Department of Insurance (CDI) for the lacks
12 and misconducts of some responsables of the insurance company, self-named « AAA SOUTHERN
13 CALIFORNIA INSURANCE ».

14 Plaintiff filed the 28th of october 2014, a complaint at Superior Court of Santa Cruz for a jury trial, against
15 several responsables of the insurance company of teh adverse party.

16 17 **Facts and acts regardings Defendants.**

18
19 Morning, the 29th of october 2014 around 9, Plaintiff went to Ladd's, to see his car. He discovered that it
20 was not there. First, Lyle WOLLERT told him that someone picked it up the day before, saying by the
21 insurance company, but without mentioning its name. Plaintiff asked him to give him a copy of the document
22 from the person who took the car, as he has to ask when he releases a car.

23 He did not know, and told to Plaintiff to see with the owner, Jack LADD. Jack LADD gave, in fact a copy
24 of a kind of invoice he did himself because his invoice, and showing an amount the person who took the car
25 had paid to him, a round sum of \$1750.

26 His explanation was unclear and nebulous, and more, Jack LADD laughed when Plaintiff told him he was
27 going to sue him for his misconduct, replying only « Godd Luck ».

28 The insurance company of Laurent GRANIER is « PROGRESSIVE », has not to take his car for any
29 reason because it has not to pay for anything about this accident, and the responsables do not even know here
30 was the car.

31 At once, Laurent GRANIER went to Sheriff's office in FELTON. He was well comen, but he wait half an
32 hour for the deputy Ryan YORK, to take his complaint. Ryan YORK is Deputy Sheriff representing Sheriff-
33 Coroner Phil WOWAK. He asked to Laurent GRANIER ONE question about where was the car, but he
34 seemed to have yet an idea, a position to take. He went to his office and called Jack LADD in private. Few
35 minutes later, Ryan YORK told to Laurent GRANIER that his car had been picked it up by the insurance
36 company, a so-called « CAA » and so, it was a civil case, and not a crimInal one, the car was not stolen.

37 Indeed, ryan YORK said all that Jack LADD told him, even his judgement or legal advises. Laurent
38 GRANIER replied that he did not agree because first, « CAA » is not an insurance company, second, he
39 never gave the authorization to anyone to pick up his car, third, his insurance company is
40 « PROGRESSIVE » and not « CAA », and none had the right to take it, and so, it was not a cvil case but a
41 criminal one. Laurent GRANIER insisted to file a report, but Ryan YORK refused, and Laurent GRANIER
42 asked him to give him a report about his conversation with Jack LADD. He refused too.

43
44 **Plaintiff, victim of an accident in the course of which he missed to be killed, or very seriously**
45 **injured, thanks to his good reflexe and his lucky star, lost his car, a part of data of his laptop, money,**
46 **time, energy, health, and opportunities. In addition, the insurance company of the adverse party which**
47 **has to reduce his problems, his troubles, took advantage on him by increasing them, and even by**
48 **creating new ones.**

49 **At the time when this complaint is filed, none of problems caused by the accident is solved, none**
50 **about property, none about body injury. And in addition, new ones ocured by the fault of the**
51 **insurance company of the adverse party.**

52 **In addition, Jack LADD and Lyle WOLLERT deliberately did act wrongly, unlawfully, in order to**
53 **take advantage on their client, Laurent GRANIER, and to commit with impunity criminal acts against**
54 **his interests, with the protection of one person representing authority.**

1 **FIRST CAUSE OF ACTION**

2 **1. - DELIBERATE VIOLATION of PROFESSIONAL DUTIES AND OBLIGATIONS**
3 **against Jack LADD, Lyle WOLLERT, and DOES 1-50**
4

5 Jack LADD and Lyle WOLLERT towed Laurent GRANIER's car after an accident because they
6 have been called by a police officer of CHP, and because they are agreed to do it.

7 Their duty is to keep the car, and to release to the owner. Only its owner.

8 They towed it the 09th of October 2014, and since this date, they kept the car under the will of his
9 owner, Plaintiff. Laurent GRANIER wanted to keep his car in a neutral location, to avoid any scam,
10 cheater, bad faith from the insurance company of the adverse party, which had to repair it, or to
11 pay it at its replacement value.

12 At this time, Laurent GRANIER, Plaintiff, is the owner of the 53 MG TD, VIN XPAGTD224825
13 under the CA title « LXX474 ». He has his title and even its registration card until 06/14/2015.

14 When Laurent GRANIER went to « Ladd's Tow » the morning of the 29th of October 2014 to see
15 his car, he discovered that it was not there. First, Lyle WOLLERT, the manager, told him that
16 someone picked it up the day before, by the insurance company, but without mentioning its name.

17 Plaintiff asked him to give him a copy of the document from the person who took the car, as he
18 has to ask when he releases a car. He did not know, and told to Plaintiff to see with the owner, Jack
19 LADD. Jack LADD gave in fact a copy of a kind of invoice he did himself because his invoice
20 about its tow and storage, saying that it was paid by the person who took the car, but he did not
21 know what was his identity.

22 His explanation was unclear and nebulous, and more, Jack LADD laughed when Plaintiff told
23 him he was going to sue him for his unacceptable misconduct. He only replied « Good Luck ».

24 Any person who has the responsibility to keep a property, has to release it only to its owner, or to
25 a person who has the authorization from the owner, and a document. None professional has the right
26 to release to anyone, a property for which he has the responsibility to its owner, and it is true
27 without any proof and document, any certificate and proof of identity of the person who requests it
28 if he is not the owner but an authorized one by the owner. In addition, the responsible has to keep all
29 documents, or at least, copies.

30 For information, the insurance company of Plaintiff is « PROGRESSIVE/DRIVE ». It has never
31 picked up the car. And Plaintiff is not a client of any else insurance company.
32

33 **In conclusion, by releasing a car which is under their responsibilities, to an unknown**
34 **person, to a person who is not the owner, Plaintiff, to a person who has not any authorization**
35 **from the owner, Plaintiff, Defendants Jack LADD and Lyle WOLLERT did commit the**
36 **offense of DELIBERATE VIOLATION of PROFESSIONAL DUTIES AND OBLIGATIONS**
37 **towards Plaintiff.**
38

39 **Each defendant did not respect the duty they have to do according the Law, and is fully**
40 **responsible of those offenses towards Plaintiff, and caused to him more and new financial and**
41 **health damages.**

42 **Yet victim, Plaintiff suffered of more stress, more anxiety, more worries, which led to serious**
43 **troubles in his private and professional life, missing great opportunities, delaying and/or**
44 **aborting several of his projects, in process and/or in development, by disturbing his mind**
45 **which is his main tool, being inventor, master philosopher, writer, theoretician, designer.**
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SECOND CAUSE OF ACTION
2. - FORGED INVOICE AND FRAUD
against Jack LADD, Lyle WOLLERT, and DOES 1-50

When Laurent GRANIER went to « Ladd's Tow » the morning of the 29th of October 2014 to see his car, he discovered that it was not there. First, Lyle WOLLERT told him that someone picked it up the day before, by the insurance company, but without mentioning its name. Plaintiff asked him to give him a copy of the document from the person who took the car, as he has to ask when he releases a car. He did not know, and told to Plaintiff to see with the owner, Jack LADD.

Maliciously, Jack LADD gave in fact a copy of a kind of invoice he did himself because his invoice regarding its tow and storage, saying that it was paid by the person who took the car, but he did not know what was his identity. His explanation was unclear and nebulous, and more, Jack LADD laughed when Plaintiff told him he was going to sue him for his unacceptable misconduct. He only replied « Good Luck ».

Defendants Jack LADD and Lyle WOLLERT were deliberately unclear, nebulous when they have to give to the owner, Plaintiff, an explanation for their misconduct and information about the identity of the person to whom they gave Plaintiff's car without any document, any authorization, seeming as if they have made the mistake to fail the respect of their main professional duty according to the Law.

The kind of invoice edited and provided by Jack LADD is indeed a fake, a forgery, first because it is at the name of Laurent GRANIER, who has not asked for it, who did not know its existence, and which presents a wrong address about him, and second because Plaintiff has not paid it, has not authorized anyone to pay it, and third because its payment has been done with a bank card which is not one of Laurent GRANIER's one, and let alone a bank card provided by Laurent GRANIER himself, or with a bank card by an identified authorized person by Laurent GRANIER.

Otherwise, and it is very interesting, the amount, the price paid by the unidentified so-called person representing a so-called company, if he really exists, in order to take the car, is a round number, which includes tax. Normally, the claimed price was \$75 daily and \$180 for the tow, and of course because we are in USA, the price is without tax, a way which leads for most of time to a price to pay, far to be a round one. The amount of the kind of invoice is \$1750, an arranged price.

How a person can make a round and arranged price to a person he does not know, or with whom he has not any advantage, any benefit, any partnership...

As a reminder, the insurance company of Plaintiff is « PROGRESSIVE/DRIVE ». It has never picked up the car, and has not to pay anything for this accident. And Plaintiff is not a client of any else insurance company.

In conclusion, by editing an invoice to a name of a person, Plaintiff, who is not aware of its existence, by editing an invoice with a wrong address about the person billed, Plaintiff, by being paid by another unidentified person than the person billed, Plaintiff, by being paid by an unauthorized person by the billed person, Plaintiff, Defendants Jack LADD and Lyle WOLLERT did commit the criminal offense of FORGED INVOICE AND FRAUD towards Plaintiff.

As concerning criminal offenses, the shield of the profession can not be applied and have to be attributed to persons. In addition, they did not respect the duty they have to do according to the Law.

Each defendant is fully responsible of those criminal offenses towards Plaintiff, and caused to him more and new financial and health damages.

Defendants used deceits, lies, ruses and/or omissions to Plaintiff who was victim of their client and who deserved to get considered as is, with respect, and who trusted them.

Yet victim, Plaintiff suffered of more stress, more anxiety, more worries, which led to

1 serious troubles in his private and professional life, missing great opportunities, delaying
2 and/or aborting several of his projects, in process and/or in development, by disturbing his
3 mind which is his main tool, being inventor, master philosopher, writer, theoretician, designer.
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6 **THIRD CAUSE OF ACTION**

7 **3. - ROBBERY**

8 **against Jack LADD, Lyle WOLLERT, and DOES 1-50**
9

10 Maliciously, Defendants Jack LADD and Lyle WOLLERT were deliberately unclear, nebulous in
11 order to give to Plaintiff an explanation for their professional misconduct and information about the
12 identity of the person to whom they gave Plaintiff's car without any right, any authorization,
13 seeming as if they have made the mistake to fail the respect of their main professional duty
14 according to the Law.

15 Indeed, if they have no proof of the release, about the identity of the person who took the car, if
16 they did not ask him any document in order to release the car to another person than the owner,
17 Plaintiff, it is only because they have themselves stolen Plaintiff's car, who was their client.

18 To agree with this fact, we can see that they were not afraid by the local authorities, having yet a
19 relationship with them, thanks to their job, and having yet a strategy by some already prepared legal
20 answers, but indeed totally wrong because false.

21 Jack LADD claimed to the easy, with him, Deputy Sheriff, Ryan YORK, that it was a civil case
22 with the insurance company, named « CAA ».

23 But, yet, none insurance company named « CAA » is registered at the State of California, and
24 second, the insurance company of Plaintiff is « PROGRESSIVE/DRIVE ». In addition, his
25 insurance company did not care about his car for this accident because he was not responsible, and
26 so, it had not to pick it up, and in addition, it even did not know where was his car. And Plaintiff is
27 not a client of any else insurance company.

28 Because its owner, Plaintiff never asked to pick it up, never asked to change its location, and as
29 owner, he does not know who took his property, and even where it is, and above all, he can not see
30 it, or take care of it, or use it, or simply enjoy of the total freedom that any owner has the right to
31 keep about his own property, Plaintiff's car has been stolen.
32

33 Anyway, even if we admit, if it is true that Jack LADD and Lyle WOLLERT gave the car to
34 anyone else, we have to consider that Jack LADD and Lyle WOLLER have stolen first the car to
35 Plaintiff, to give them to anyone else. Insurance company, or not, it remains an act of robbery from
36 its origin, even they have not the car anymore.
37

38 **In conclusion, under the facts that Plaintiff never gave any authorization to anyone to pick
39 up his car, that Plaintiff does not know who took it, who gets it, and where it is, that Plaintiff
40 has no possibility to use all advantages, benefits, privileges and freedom as any owner of
41 property has the absolute and exclusive right to claim and to keep, and by the fact that
42 Defendants had the full access and the full means to his property, Defendants Jack LADD and
43 Lyle WOLLERT did commit the criminal offense of ROBBERY towards Plaintiff.**

44 **As concerning criminal offenses, the shield of the profession can not be applied and have to
45 be attributed to persons. In addition, they did not respect the duty they have to do according
46 the Law.**

47 **Each defendant is fully responsible of those criminal offenses towards Plaintiff, and caused
48 to him more and new financial and health damages.**

49 **Defendants used deceits, lies, ruses and/or omissions to Plaintiff who was victim of their
50 client and who deserved to get considered as is, with respect, and who trusted them.**

1 Yet victim, Plaintiff suffered of more stress, more anxiety, more worries, which led to
2 serious troubles in his private and professional life, missing great opportunities, delaying
3 and/or aborting several of his projects, in process and/or in development, by disturbing his
4 mind which is his main tool, being inventor, master philosopher, writer, theoretician, designer.
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7 **FOURTH CAUSE OF ACTION**
8 **4. - COMPLICITY OF ROBBERY**
9 **against Jack LADD, Lyle WOLLERT, and DOES 1-50**
10

11 If we could accept the fact that the car has not been really stolen by Jack LADD and Lyle
12 WOLLERT, it remains it has been stolen, because its owner, Plaintiff never asked to pick it up,
13 never asked to change its location, and as owner, he does not know who took it, who gets it, and
14 even where it is. In addition, and above all, he can not see it, or use the total freedom that any owner
15 has the absolute and exclusive right to claim and to keep.

16 So, it remains to be a robbery, Plaintiff's car has been stolen.

17 And if Jack LADD and Lyle WOLLERT are not the robbers, they are at least, the accomplices of
18 the robbers.

19 Anyway, their first motive and benefit is about the payment of the so-called invoice billed to
20 Plaintiff's name with a wrong address, a fake invoice, which is a fraud too, because paid by an
21 unidentified unauthorized person, and for a strange sum, with a round arranged number, higher than
22 the previous official one.

23 If it was a breach of their professional duties, meaning non deliberate, it should remain difficult to
24 understand, and to accept as true, for people working in this domain since a while, and agreed by
25 Law, for which they have to know their duty, and their obligation.

26 As a reminder, the insurance company of Plaintiff is « PROGRESSIVE/DRIVE ». It has never
27 picked up the car. And Plaintiff is not a client of any else insurance company.
28

29 **In conclusion, if it was the case, by releasing a car which is under their responsibilities to an**
30 **unknown person, to a person who is not the owner, Plaintiff, to a person who has not any**
31 **authorization from the owner, Plaintiff, and as the car has to be considered as stolen,**
32 **Defendants Jack LADD and Lyle WOLLERT did commit the criminal offense of**
33 **COMPLICITY OF ROBBERY towards Plaintiff.**

34 **As concerning criminal offenses, the shield of the profession can not be applied and have to**
35 **be attributed to persons. In addition, they did not respect the duty they have to do according**
36 **the Law.**

37 **Each defendant is fully responsible of those criminal offenses towards Plaintiff, and caused**
38 **to him more and new financial and health damages.**

39 **Defendants used deceits, lies, ruses and/or omissions to Plaintiff who was victim of their**
40 **client and who deserved to get considered as is, with respect.**

41 Yet victim, Plaintiff suffered of more stress, more anxiety, more worries, which led to
42 serious troubles in his private and professional life, missing great opportunities, delaying
43 and/or aborting several of his projects, in process and/or in development, by disturbing his
44 mind which is his main tool, being inventor, master philosopher, writer, theoretician, designer.
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1 **FIFTH CAUSE OF ACTION**
2 **5. - DELIBERATE OBSTRUCTION OF JUSTICE**
3 **against Jack LADD, Lyle WOLLERT, and DOES 1-50**
4

5 If the car were not stolen by them, or by any else, why Jack LADD and Lyle WOLLERT did not
6 anything to help Plaintiff, their client, who became victim. Quite the opposite, they declared wrong
7 and fake legal arguments, they protected the interest of the person who picked it up the car, the
8 robber, they were not able to identify him, they claims that it was the insurance company « CAA »,
9 which does not exist, they claims that it was a civil problem, that is not.

10 First, the problem between Plaintiff and the insurance company of the adverse party is aside the
11 fact that Jack LADD and Lyle WOLLERT gave the car to anyone else than the owner, Plaintiff.

12 Second, the problem between Plaintiff and the insurance company of the adverse party is about
13 criminal offenses committed by several persons of the insurance company, Plaintiff having yet filed
14 a complaint to California Department of Insurance, and to Superior Court of Santa Cruz for a jury
15 trial.

16 Third, the situation between Plaintiff and the insurance company of the adverse party is not the
17 business of Jack LADD and Lyle WOLLERT.

18 Fourth, Plaintiff was the client of Jack LADD and Lyle WOLLERT, so the latter had a contract
19 with him, and so, professional duties and obligations.

20 Indeed, they were outside their duties, their obligations, and so, their rights. They have stolen the
21 car.

22 Jack LADD claimed to Deputy Sheriff, Ryan YORK that the insurance company took it, but he
23 did not give any proof of his declaration. If it was true, he should have documents, as any
24 professional requests to release a property. And other wise,

25 Otherwise, it claimed to Deputy Sheriff, Ryan YORK that it was a civil case. Not at all.

26 First, if there was a civil case, it was between Plaintiff and the insurance company, not between
27 Plaintiff and Jack LADD and Lyle WOLLERT, which is a different case because they committed
28 criminal offenses, anyway there was or not a dispute with the insurance company.

29 Second, Jack LADD and Lyle WOLLERT have no right to be a judge, and to determine if the
30 problem between Plaintiff and the insurance company of the adverse party is civil, criminal, or both.

31 He was not part of it, and he had not to give some information, some legal advise. It is against the
32 Law. His behaviour shows without any doubt his collusion with the insurance company who agreed
33 him, who pay him all the year. It is a pure corruption.

34 Third, and it is very important, none insurance company has the right to take a property from his
35 owner, without his authorization, without any right. And in the present case, if there was dispute
36 between Plaintiff and an insurance company, it is not with his own insurance company, so with a
37 company from which he is not client, has never signed of contract, has never asked anything other
38 than to be paid for the damages about the status of victim caused by one of their client.

39 Even if the robbery were committed by the insurance company, meaning the one of the adverse
40 party, it remains that Jack LADD and Lyle WOLLERT protected them, made and makes money
41 with them, having a contract with them, and acted unlawfully against the interest of Plaintiff who
42 was their client.

43 So, if it is proven that indeed, it was the insurance company of the adverse party which took
44 unlawfully the car from them, the act remains a criminal one, so Plaintiff's property has been stolen,
45 at least with the complicity of Jack LADD and Lyle WOLLERT, if we don't consider that the latter
46 have stolen first the car from their client, Plaintiff. In this case, Jack LADD and Lyle WOLLERT
47 should be associated with the defendants listed in the civil complaint filed the 28th of october 2014
48 at Superior Court of Santa Cruz by Plaintiff, against the insurance company of the adverse party,
49 and so, as accomplices of the criminal offenses, at least of blackmails, scams, lies, trickeries,
50 attempted extortion and intentional inflictions of emotional distress.

1 Even if we agreed that Jack LADD and Lyle WOLLERT did a serious mistake, and it should be
2 difficult to put their act, their behaviour under the status of non deliberate, non partnership with a
3 company which pays him all the year, they did not help at all their client, Plaintiff. Quite the
4 opposite, Jack LADD laughed and replied « Good Luck » to Plaintiff when he told him he was going
5 to sue him.

6
7 **In conclusion, by deliberately withholding information about criminals acts towards**
8 **Plaintiff, by deliberately withholding the real identity of the person having committed a**
9 **criminal offense towards Plaintiff, by deliberately taking part and protecting the interest of a**
10 **criminal who acted towards Plaintiff, by being yet involved by their own criminal offenses**
11 **towards Plaintiff, by deliberately declaring fake and wrong assertions to authorities towards**
12 **Plaintiff, by deliberately giving fake and wrong interpretations and understanding of the Law**
13 **towards Plaintiff, by deliberately giving a kind of judgement towards Plaintiff, by deliberately**
14 **giving legal advises which are wrong in order to lead authorities in the wrong direction and**
15 **decision towards Plaintiff, Defendants Jack LADD and Lyle WOLLERT did commit the**
16 **criminal offenses of DELIBERATE OBSTRUCTION OF JUSTICE towards Plaintiff.**

17
18 **As concerning deliberate offenses, the shield of the profession can not be applied and have**
19 **to be attributed to persons. In addition, they did not respect the duty they have to do**
20 **according the Law.**

21 **Each defendant is fully responsible of those criminal offenses towards Plaintiff, and caused**
22 **to him more and new financial and health damages.**

23 **Defendants used deceits, lies, ruses and/or omissions to Plaintiff who was victim of their**
24 **client and who deserved to get considered as is, with respect.**

25 **Yet victim, Plaintiff suffered of more stress, more anxiety, more worries, which led to**
26 **serious troubles in his private and professional life, missing great opportunities, delaying**
27 **and/or aborting several of his projects, in process and/or in development, by disturbing his**
28 **mind which is his main tool, being inventor, master philosopher, writer, theoretician, designer.**

31 **SIXTH CAUSE OF ACTION**

32 **6. - COLLUSION, CORRUPTION, LACK OF NEUTRALITY, OBSTRUCTION OF** 33 **JUSTICE by PERSON HAVING AUTHORITY** 34 **against Ryan YORK, Phil WOWAK, and DOES 1-50**

35
36 Plaintiff re-alleges herein by this reference each and every allegation previously contained in the
37 present complaint.

38 Ryan YORK is Deputy Sheriff at Sheriff-Coroner's office, 701 Ocean Street, Room 340, Santa
39 Cruz. He is representing Phil WOWAK, Sheriff-Coroner, but Plaintiff met him at Sheriff's office in
40 FELTON, the morning of 29th of october 2014, following the discovery of the robbery of his car from
41 where it was parked, at « LADD'S Auto Body & Towing ».

42 Indeed, Plaintiff has understood that the steal of his car had been committed by Jack LADD and
43 Lyle WOLLERT, or at least they were accomplice of the robbery, or at least they were responsables.

44 At once, Laurent GRANIER went to Sheriff's office in FELTON. He was well comen, but he
45 wait half an hour for the deputy Ryan YORK, in order to file the report of the criminal offense.

46 First, Ryan YORK asked to Laurent GRANIER one question about where was the car, but he
47 seemed to have yet the answer, or at least get an idea, a position to take. He went to his own office
48 and called Jack LADD in private. Few minutes later, Ryan YORK came back and told to Laurent
49 GRANIER that his car had been picked it up by the insurance company, a so-called « CAA » and
50 so, it was a civil case, and not a criminal one, declaring that the car was not stolen.

1 Indeed, he said all that Jack LADD told him, even his personal judgement and wrong legal
2 advise.

3 Plaintiff asked to Ryan YORK to write that Jack LADD told him, but he refused.

4 Laurent GRANIER replied that he did not agree because first, « CAA » is not a registered
5 insurance company, second, he never gave the authorization to anyone to pick up the car, third, his
6 insurance company is « PROGRESSIVE » and not « CAA », and so none had the right to take it,
7 and so, it was never a civil case but a criminal one. In addition, Plaintiff told to Ryan YORK that
8 nevertheless it was a civil case between him and an insurance company, it remains that the
9 behaviours and acts committed by Jack LADD and Lyle WOLLERT towards Plaintiff were criminal
10 offenses, and so, he was there to file a report against Jack LADD and Lyle WOLLERT, no matter
11 about an insurance company or not. Jack LADD and Lyle WOLLERT did criminal offenses, that's
12 it.

13 Laurent GRANIER insisted to file a report, but Ryan YORK refused, and Laurent GRANIER
14 asked him again to give him a report about his conversation with Jack LADD. He refused too,
15 again. Indeed, Ryan YORK listened exclusively to Jack LADD, his declarations, and his legal
16 advises, and his legal consultation and even his judgement which was by saying it was only a civil
17 case. By the same time, Ryan YORK deliberately did not want to listen the victim of Jack LADD
18 and Lyle WOLLERT, Plaintiff's declarations, legal claims. Indeed, Ryan YORK listened to the
19 criminal, but not to the victim of the criminal. Even, when Plaintiff insisted to file a complaint, he
20 refused.

21 First, Ryan YORK is not a lawyer, and let alone a judge, and he has not to decide, to declare
22 what is an act, or not.

23 Second, if a victim comes to file a report, a complaint for a criminal act, a police officer has not
24 the right to refuse to do it. If there are laws to punish false declarations, false complaints, false
25 alerts, it is not for nothing, it is to avoid to get useless work. So, with the existence of a punishment
26 in case of irrelevant declarations, the will of people wanting to file a complaint for any criminal act
27 has to be taken seriously by people representing authorities and having the duty to report it.

28 Third, a person representing the authority has to be neutral, and has to listen to each party by the
29 same manner.

30 Fourth, a person representing the authority has the obligation to write a report and to investigate.

31 Only the result of an investigation is a proof, a way to determine if a complaint is real or not, if it
32 is criminal or not.

33

34 **In conclusion, by deliberately failing all points of his main duty against the interest and the**
35 **situation of Plaintiff, and for the exclusive benefit of the criminals, Jack LADD and Lyle**
36 **WOLLERT, Defendants Ryan YORK did commit the criminal offenses of COLLUSION,**
37 **CORRUPTION, LACK OF NEUTRALITY, OBSTRUCTION OF JUSTICE by PERSON**
38 **HAVING AUTHORITY towards Plaintiff.**

39 **As concerning deliberate and criminal offenses, the shield of the profession can not be**
40 **applied and have to be attributed to persons. In addition, he did not respect the duty he has to**
41 **do according the Law.**

42 **Defendant is fully responsible of those criminal offenses towards Plaintiff, and caused to**
43 **him more and new financial and health damages.**

44 **Defendant used deceits, lies, ruses and/or omissions to Plaintiff who was victim and who**
45 **deserved to get considered as is, with respect, and, and in addition who trusted him as person**
46 **representing authority.**

47 **Yet victim, Plaintiff suffered of more stress, more anxiety, more worries, which led to**
48 **serious troubles in his private and professional life, missing great opportunities, delaying**
49 **and/or aborting several of his projects, in process and/or in development, by disturbing his**
50 **mind which is his main tool, being inventor, master philosopher, writer, theoretician, designer.**

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PRAYER FOR RELIEF

On the FIRST CAUSE OF ACTION

**1. - DELIBERATE VIOLATION of PROFESSIONAL DUTIES AND OBLIGATIONS
against Jack LADD, Lyle WOLLERT, and DOES 1-50**

1. For an order declaring the offenses committed by each Defendant against Plaintiff ;
2. For an order declaring that each Defendant must be forbidden to practice, to be involved, to be hired, to work for any kind of same activity than the one under they practiced when they committed those criminal offenses ;
3. For an order declaring that responsables must be sued by authorities on the criminal legal ways ;
4. For an order declaring that Defendants owe to Plaintiff the sum of \$72,050 for property damages and expenses ;
5. For actual damages to Plaintiff in an amount according to proof at trial;
6. For interest thereon at the maximum legally permissible rate;
7. For punitive damages in an amount of not less than \$100,000 for each of Defendants' retaliatory acts;
8. For pain and suffering about moral exhaustion, nervous prostration and emotional distress caused by Defendant in an amount of not less than \$1,000.000 ;
9. For all costs of suit incurred herein; and
10. For such other and further relief as deemed just and proper.

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On the SECOND CAUSE OF ACTION

**2. - FORGED INVOICE AND FRAUD
against Jack LADD, Lyle WOLLERT, and DOES 1-50**

1. For an order declaring the offenses committed by each Defendant against Plaintiff ;
2. For an order declaring that each Defendant must be forbidden to practice, to be involved, to be hired, to work for any kind of same activity than the one under they practiced when they committed those criminal offenses ;
3. For an order declaring that responsables must be sued by authorities on the criminal legal ways ;
4. For actual damages to Plaintiff in an amount according to proof at trial;
5. For interest thereon at the maximum legally permissible rate;
6. For punitive damages in an amount of not less than \$100,000 for each of Defendants' retaliatory acts;
7. For pain and suffering about moral exhaustion, nervous prostration and emotional distress caused by Defendant in an amount of not less than \$1,000.000 ;
8. For all costs of suit incurred herein; and
For such other and further relief as deemed just and proper.

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On the THIRD CAUSE OF ACTION

**3. - ROBBERY
against Jack LADD, Lyle WOLLERT, and DOES 1-50**

1. For an order declaring the offenses committed by each Defendant against Plaintiff ;
2. For an order declaring that each Defendant must be forbidden to practice, to be involved, to be hired, to work for any kind of same activity than the one under they practiced when they

- 1 committed those criminal offenses ;
2 3. For an order declaring that responsables must be sued by authorities on the criminal legal
3 ways ;
4 4. For an order declaring that Defendants owe to Plaintiff the sum of \$72,050 for property
5 damages and expenses ;
6 5. For actual damages to Plaintiff in an amount according to proof at trial;
7 6. For interest thereon at the maximum legally permissible rate;
8 7. For punitive damages in an amount of not less than \$100,000 for each of Defendants'
9 retaliatory acts;
10 8. For pain and suffering about moral exhaustion, nervous prostration and emotional distress
11 caused by Defendant in an amount of not less than \$1,000.000 ;
12 9. For all costs of suit incurred herein; and
13 10. For such other and further relief as deemed just and proper.

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16 **On the FOURTH CAUSE OF ACTION**
17 **4. - COMPLICITY OF ROBBERY**
18 **against Jack LADD, Lyle WOLLERT, and DOES 1-50**
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- 20 1. For an order declaring the offenses committed by each Defendant against Plaintiff ;
21 2. For an order declaring that each Defendant must be forbidden to practice, to be involved, to
22 be hired, to work for any kind of same activity than the one under they practiced when they
23 committed those criminal offenses ;
24 3. For an order declaring that responsables must be sued by authorities on the criminal legal
25 ways ;
26 4. For an order declaring that Defendants owe to Plaintiff the sum of \$72,050 for property
27 damages and expenses ;
28 5. For actual damages to Plaintiff in an amount according to proof at trial;
29 6. For interest thereon at the maximum legally permissible rate;
30 7. For punitive damages in an amount of not less than \$100,000 for each of Defendants'
31 retaliatory acts;
32 8. For pain and suffering about moral exhaustion, nervous prostration and emotional distress
33 caused by Defendant in an amount of not less than \$1,000.000 ;
34 9. For all costs of suit incurred herein; and
35 10. For such other and further relief as deemed just and proper.
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38 **On the FIFTH CAUSE OF ACTION**
39 **5. - DELIBERATE OBSTRUCTION OF JUSTICE**
40 **against Jack LADD, Lyle WOLLERT, and DOES 1-50**
41

- 42 1. For an order declaring the offenses committed by each Defendant against Plaintiff ;
43 2. For an order declaring that each Defendant must be forbidden to practice, to be involved,
44 to be hired, to work for any kind of same activity than the one under they practiced when
45 they committed those criminal offenses ;
46 3. For an order declaring that responsables must be sued by authorities on the criminal legal
47 ways ;
48 4. For punitive damages in an amount of not less than \$100,000 for each of Defendants'
49 retaliatory acts;
50 5. For pain and suffering about moral exhaustion, nervous prostration and emotional distress
51 caused by Defendant in an amount of not less than \$1,000.000 ;

6. For retributory damages in a amount of \$10.000.000, according pain and suffering Defendants did on Plaintiff, with the aggravating factor that Defendants took advantage by his professional position and have deliberately failed their main duty ;
7. For actual damages to Plaintiff in an amount according to proof at trial;
8. For interest thereon at the maximum legally permissible rate;
9. For all costs of suit incurred herein; and
10. For such other and further relief as deemed just and proper.

On the SIXTH CAUSE OF ACTION
6. - COLLUSION, CORRUPTION, LACK OF NEUTRALITY, OBSTRUCTION OF JUSTICE by PERSON HAVING AUTHORITY
against Ryan YORK, Phil WOWAK, and DOES 1-50

1. For an order declaring the offenses committed by each Defendant against Plaintiff ;
2. For an order declaring that each Defendant must be forbidden to practice, to be involved, to be hired, to work for any kind of same activity than the one under they practiced when they committed those criminal offenses, and so an order declaring that each Defendant must be forbidden to practice, to be involved, to be hired, to work for any kind of authority ;
3. For an order declaring that responsables must be sued by authorities on the criminal legal ways ;
4. For punitive damages in an amount of not less than \$100,000 for each of Defendants' retaliatory acts ;
5. For pain and suffering about moral exhaustion, nervous prostration and emotional distress caused by Defendant in an amount of not less than \$1,000.000 ;
6. For retributory damages in a amount of \$10.000.000, according pain and suffering Defendants did on Plaintiff, with the aggravating factor that Defendants took advantage by his professional position and have deliberately failed their main duty ;
7. For actual damages to Plaintiff in an amount according to proof at trial;
8. For interest thereon at the maximum legally permissible rate;
9. For all costs of suit incurred herein; and
10. For such other and further relief as deemed just and proper.

On all Causes of Action :

1. For attorney's fees according to proof ;
2. For spent personal time and expenses according the status of representing self ;
3. For costs of suit incurred herein ; and
4. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, Laurent GRANIER, hereby demands a trial by jury.

The 30th of october 2014.

Laurent GRANIER, Plaintiff, self-represented