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Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
2/24/2026 10:40 AM  
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Executive Officer/Clerk of Court,  
By Y. Ayala, Deputy Clerk

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11 Attorneys for Plaintiff EMMANUEL D. PACQUIAO

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **COUNTY OF LOS ANGELES**

14 EMMANUEL D. PACQUIAO, an individual,  
15 Plaintiff,  
16 v.

26STCV05915

**COMPLAINT FOR  
MALICIOUS PROSECUTION**

17 GABRIEL RUEDA also known as GABRIEL  
18 SALVADOR, an individual; WITHERS  
19 BERGMAN LLP, a Delaware limited liability  
20 partnership; PIERCE BAINBRIDGE BECK  
21 PRICE & HECHT LLP, a California limited  
22 liability partnership; KHAN LAW OFFICE,  
23 PC, a California professional corporation;  
24 AMMAN KHAN, an individual; and DOES 1  
25 through 100, Inclusive,

26 Defendants.

1                    *“There is no greater tyranny than that which is perpetrated under the shield of the law.”*  
2                    *- Montesquieu*

3                    Plaintiff Emmanuel D. Pacquiao (“Pacquiao”), for his complaint against defendants  
4 Gabriel Rueda a/k/a Gabriel Salvador (“Rueda”), Withers Bergman LLP (“Withers”), Pierce  
5 Bainbridge Beck Price & Hecht, LLP (“Pierce”), Khan Law Office, PC (“Khan Law Office”),  
6 Amman Khan (“Khan”), and Does 1 through 100, alleges as follows:

7                    **I.            INTRODUCTION**

8                    1.            This is a malicious prosecution action arising from one of the most egregious  
9 abuses of the civil justice system – the deliberate prosecution of knowingly false and sensational  
10 allegations for the purpose of inflicting reputational damage and coercing payment.

11 Defendants knowingly and deliberately misused the judicial process to prosecute claims that were  
12 completely fabricated from the outset and directly refuted by evidence that Defendants knew  
13 about, possessed, and suppressed.

14                    2.            In the underlying action, Rueda claimed that he entered into an oral contract with  
15 Pacquiao, pursuant to which Pacquiao agreed to pay Rueda a “finder’s fee” of two percent of all  
16 revenue Pacquiao received from his May 2, 2015 fight with boxing legend Floyd Mayweather (the  
17 “Fight”). However, there was no contract, and Rueda admitted in writing days after the Fight that  
18 he never even asked for compensation from Pacquiao: “No finder’s fee, no compensation.”

19                    3.            Defendants suppressed Rueda’s written admission for more than eight years, and it  
20 was discovered only upon a court-ordered forensic examination after Pacquiao already prevailed  
21 on all claims against him. Rueda’s supposed “finder’s fee agreement” with Pacquiao never existed,  
22 but that did not stop Defendants from prosecuting Rueda’s claims against Pacquiao for more than  
23 eight years.

24                    4.            Even worse, unsatisfied with a bogus contract claim seeking millions of dollars in  
25 damages, Defendants falsely accused Pacquiao of orchestrating a “terror campaign” in retaliation  
26 for Rueda’s demand for money, beginning before Pacquiao even knew that Rueda existed. Rueda  
27 alleged that Pacquiao directed associates to stalk and threaten Rueda, slash his tires, hack his  
28 devices, and send graphic images of mutilated corpses — including of children — as death threats.

1           5.       As the Court found, there was no evidence that Pacquiao knew about, endorsed, or  
2 orchestrated any such conduct. There was never any basis to accuse Pacquiao of such conduct, and  
3 there was no basis to prosecute the claims that Pacquiao engaged in terrorist activity.

4           6.       Because Defendants suppressed relevant evidence, in at least one case in violation  
5 of court order, Pacquiao was required to litigate for more than eight years to defend his reputation  
6 against Rueda’s false and sensational allegations. Pacquiao incurred millions of dollars in legal  
7 fees and costs to clear his name.

8           7.       Pacquiao prevailed on all the baseless claims Rueda and his lawyers prosecuted  
9 against him. The Court ultimately found there was no evidence that Pacquiao conspired with  
10 anyone or even communicated with anyone engaged in any tortious conduct against Rueda. The  
11 Court also ruled that the fictional “oral contract” for a finder’s fee would be illegal and  
12 unenforceable, assuming such a contract ever was formed.

13           8.       The entry of judgment in favor of Pacquiao on all of Rueda’s claims closed one  
14 chapter of this story. But it did not undo the damage caused by years of malicious prosecution of  
15 fabricated allegations and claims, concealed and spoliated evidence, and false and sensational  
16 allegations of criminal conduct that never should have been made.

17           9.       This action seeks accountability. It is about restoring the balance that was shattered  
18 when the legal process was twisted from a mechanism for justice into an instrument of oppression.  
19 The conduct of Rueda and his lawyers was malicious and reprehensible. Punitive damages are  
20 warranted to deter future abuse of the courts and to vindicate the integrity of the judicial system.

21 **II. PARTIES, JURISDICTION & VENUE**

22           10.      Plaintiff Pacquiao is an individual residing in The Philippines.

23           11.      Defendant Rueda is an individual residing in an unknown location. Rueda and his  
24 prior counsel, Khan, Khan Law Office, Pierce and Withers, had previously refused to disclose  
25 Rueda’s location due to Rueda’s professed fear of terrorist activity.

26           12.      Pacquiao is informed and believes and based thereon alleges that defendant Withers  
27 is and at all material times was a Delaware limited liability partnership with its principal place of  
28 business in New Haven, Connecticut. Pacquiao is informed and believes and based thereon alleges

1 that Withers Bergman LLP is the trade name for Withers worldwide in the United States. Withers  
2 worldwide is an international law firm, with more than 200 partners and 650 lawyers. At all  
3 relevant times, Withers maintained an office in Los Angeles, California.

4 13. Pacquiao is informed and believes and based thereon alleges that defendant Pierce  
5 is and at all material times was a California limited liability partnership with its principal place of  
6 business located in Los Angeles, California. Pacquiao is informed and believes and based thereon  
7 alleges that Pierce is a dissolved entity.

8 14. Pacquiao is informed and believes that Khan Law Office is and at all material times  
9 was a California professional corporation with its principal place of business located in  
10 Los Angeles, California.

11 15. Pacquiao is informed and believes and based thereon alleges that defendant Khan is  
12 and was at all material times an individual residing in Los Angeles, California. At all relevant  
13 times, Khan was Rueda's lead counsel in the underlying action.

14 16. The true names and capacities, whether individual, corporate, associate, or  
15 otherwise, of defendants Does 1 through 100, inclusive, are unknown to Pacquiao, who therefore  
16 sues such defendants by such fictitious names. Pacquiao is informed and believes, and on that basis  
17 alleges, that Does 1 through 100, inclusive, are necessary parties. Pacquiao will seek leave of court  
18 to amend this Complaint to show their true names and capacities once they are discovered.

19 17. This Court has jurisdiction under Article VI, section 10 of the California  
20 Constitution and California Code of Civil Procedure section 410.10. Pacquiao's damages exceed  
21 this Court's jurisdictional threshold of \$35,000.

22 18. This Court has personal jurisdiction over all Defendants because each Defendant  
23 has substantial, continuous, and systematic contacts with California, and because Defendants'  
24 activities within California give rise to Pacquiao's claims herein.

25 19. Venue is proper in this Court because Kahn resides in Los Angeles, Pierce  
26 maintained an office in Los Angeles, and Khan Law Office and Withers maintain offices in  
27 Los Angeles.

28

1 **III. STATEMENT OF FACTS**

2 20. Pacquiao is one of the most iconic professional boxers in history. Born into poverty,  
3 he stowed away on a ship to Manila as a teenager. He took up boxing, turned professional at the  
4 age of sixteen, and won world championships in eight weight classes. Pacquiao was inducted into  
5 the International Boxing Hall of Fame and is considered one of the greatest boxers of all time.

6 21. Pacquiao is also a beloved figure and national hero in his home country, The  
7 Philippines, for his inspiring story, public service, and philanthropy.

8 22. On May 2, 2015, Pacquiao fought Floyd Mayweather in one of the most anticipated  
9 and lucrative fights in boxing history (the “Fight”).

10 **A. Rueda Admits He Never Sought A Finder’s Fee From Anyone, Including**  
11 **Pacquiao.**

12 23. On May 11, 2015, just nine days after the Fight, Rueda wrote an email (the “May  
13 11 Email”) to his publicists, Eileen Koch and Joey Lauren Koch of Eileen Koch & Co., Inc.  
14 (“EKC”). Rueda stated: “this is a draft letter that I would like you to send to Floyd Mayweather.”

15 24. The draft letter in the May 11 Email, drafted in Rueda’s own hand, stated in part:

16 “It has been well documented world wide that Gabriel, a waiter at Craigs restaurant  
17 and a big fight fan, was instrumental in setting up the initial meeting between Les  
18 Moonves and Freddie Roach. Gabriel knew that a deal could not be reached with Bob  
19 Arum in the mix so he took it upon himself to speak with Freddie directly and  
20 convinced him to sit with Les Moonves. This meeting then served as a catalyst in  
21 setting up a strategy to put the wheels in motion for your big fight two weeks ago. As  
22 a result Manny’s side was willing to do anything you and Showtime asked to make  
23 the fight happen. **Gabriel did it from his heart and asked for nothing in return.  
24 No finders fee, no compensation, not even a ticket for his son who was the reason  
25 he was introduced to Freddie in the first place.**” (Emphasis added).

26 25. Within weeks of the Fight, therefore, Rueda admitted in writing that he never asked  
27 for a finder’s fee or compensation of any kind. The May 11 Email was not disclosed until after  
28 Pacquiao prevailed on all of Rueda’s claims.

25 **B. Pacquiao First Learns Of Rueda And Rueda’s Claim In January 2016.**

26 26. Rueda retained Khan as legal counsel. In January 2016, Khan first contacted  
27 Pacquiao’s longtime counsel at O’Melveny & Myers and stated that he was pursuing legal claims  
28 on behalf of Rueda relating to the Fight.

1           27.     Khan claimed that Rueda, a waiter at Craig’s in West Hollywood, “kickstarted”  
2 negotiations for the Fight by introducing Pacquiao’s trainer, Freddie Roach (“Roach”), to then-  
3 CBS President Leslie Moonves (“Moonves”), and that Pacquiao authorized the meeting and agreed  
4 to pay Rueda a finder’s fee equal to two percent of gross revenue from the Fight.

5           28.     Prior to Khan’s January 2016 call, Pacquiao never heard of Rueda. Pacquiao has  
6 never spoken to or communicated with Rueda in any way.

7           29.     Pacquiao did not authorize any meeting between Roach and Moonves. He had no  
8 knowledge of such meeting. And he never agreed to pay Rueda – a complete stranger – anything.

9           **C.     Rueda Sues For Breach Of A Contract He Admitted Does Not Exist.**

10          30.     Rueda filed suit in Los Angeles Superior Court, Case No. BC 611486 (the  
11 “Underlying Action”) in February 2016. Rueda was represented by Khan, who at the time was a  
12 partner at Khan Law Office. Later, Rueda was represented by Khan when he moved his law  
13 practice to Pierce, and later Rueda was represented by Khan when he became a partner at Withers.

14          31.     In his complaint and subsequent amended complaints, Rueda alleged that while he  
15 was a waiter at Craig’s in West Hollywood, he met Moonves, then the President of CBS  
16 Television and an avid boxing fan, and pitched Moonves on a strategy to make the Fight happen if  
17 Moonves would meet with Roach.

18          32.     Rueda alleged that he met Roach at the Wild Card Gym where Rueda’s son trained,  
19 and pitched Roach on the same strategy. Rueda alleged that he entered into an oral contract with  
20 Pacquiao, through Roach, pursuant to which Pacquiao agreed to pay Rueda two percent of all of  
21 Pacquiao’s revenues from the Fight (and two rematches) if Rueda could make the Fight happen. A  
22 short meeting took place at Scarpetta at the Beverly Hills Montage Hotel, including Rueda,  
23 Moonves, and Roach. Pacquiao was not present at the meeting and knew nothing about it.

24          33.     In the Underlying Action, Rueda sued Pacquiao for Breach of Oral Contract,  
25 Breach of Implied Contract and a Common Count for Work, Labor and Services, Quantum Meruit  
26 and Unjust Enrichment, seeking “at least \$8,600,000” based on his introduction of Roach and  
27 Moonves.

28

1           34.     Rueda also asserted a claim for Fraudulent Misrepresentation, falsely alleging that  
2 “Pacquiao made fraudulent and deceitful representations to Rueda designed to deprive Rueda of  
3 his legal rights, monetary benefits and the fruits of his labor,” and that Pacquiao induced Rueda  
4 into entering into a fictional oral finder’s fee contract. Rueda sought “at least \$8,600,000” plus  
5 punitive damages on that claim.

6           35.     Rueda also stated a claim for Attempted Extortion, falsely alleging that “Pacquiao  
7 ... attempted to extort Rueda into giving up his claim for a finder’s fee,” made threats to Rueda’s  
8 livelihood, attempted to have him fired, and threatened his acting career through “goons from the  
9 Wildcard [sic] Gym.” Rueda sought “at least \$8,600,000” plus punitive damages on that claim.

10           **D.     Rueda Falsely Accuses Pacquiao Of Responsibility For A “Terror Campaign.”**

11           36.     Rueda also sued Pacquiao for intentional infliction of emotional distress (“IIED”).  
12 He alleged that in a June 2015 meeting, he asserted his finder’s fee claims to attorney Keith  
13 Davidson, that Davidson told Rueda he represented Pacquiao (among others), and that shortly  
14 afterward, Rueda was subjected to a “terror campaign.” However, Davidson did not represent  
15 Pacquiao, who knew nothing about the meeting.

16           37.     Rueda alleged that, beginning in July 2015, months before Rueda first contacted  
17 Pacquiao’s lawyers: (i) he was followed by “thugs” from “Pacquiao’s posse,” who “appeared  
18 Filipino” and spoke a language that to Rueda “sounded like Tagalog,” from the Wild Card Gym  
19 (owned by Roach, where Pacquiao sometimes trains for U.S. fights); (ii) his tires were slashed;  
20 (iii) he was harassed at work; (iv) his employment was threatened; (v) he was blackballed in the  
21 entertainment industry; (vi) he was defamed and insulted with slurs; (vii) someone flashed a gun at  
22 him; and (viii) he fled Los Angeles in fear for his life and he was “followed across state lines” and  
23 monitored by someone who moved in next door to him in Colorado.

24           38.     Later, as detailed below, Rueda alleged that he was sent images of dead and  
25 dismembered bodies by text message and that his devices and accounts were hacked – all of which  
26 he attributed to the “defendants,” including Pacquiao, acting “directly and/or indirectly.”

27           39.     The images Rueda associated with Pacquiao were extremely graphic and gruesome,  
28 and included nude, dismembered corpses of men, women and children. When Rueda’s lawyers at

1 Withers submitted the images to the Court, they did not redact them. They were submitted for  
2 maximum public shock value and still exist in the public record.

3 40. Rueda falsely alleged that Pacquiao engaged in “extreme and outrageous” conduct  
4 by authorizing the alleged “terror campaign.” Rueda later served a Statement of Damages seeking  
5 more than \$12 million in damages on his IIED claim, plus an additional \$30 million in punitive  
6 damages.

7 **E. Pacquiao Prevails On All Of Rueda’s Claims.**

8 41. Pacquiao prevailed on all of Rueda’s claims. Pacquiao won summary adjudication  
9 of Rueda’s oral contract (finder’s fee) claim in July 2023, on the basis that the alleged contract  
10 violated California’s Boxing Act and related regulations, which prohibit oral contracts to split a  
11 boxer’s purse. Pacquiao won summary judgment on the IIED claim in October 2024. The Court  
12 noted that there was no evidence to support the claim: “Rueda has not cited any evidence that  
13 Pacquiao actually employed, directed, or authorized anyone to threaten or harass him.”

14 42. Judgment was entered in favor of Pacquiao, and against Rueda, on March 19, 2025.

15 **F. Rueda’s Discovery Misconduct And False Allegations Are Exposed.**

16 **1. Rueda Spoliated Electronic Evidence That Disproved His Allegations.**

17 43. In June 2023 Rueda’s counsel first alleged that there had been “repeated hacks” of  
18 Rueda’s phone and/or email system in 2019 and 2020.

19 44. Rueda later detailed these alleged incidents. He claimed that in or around the Spring  
20 of 2019 his phone was hacked as he noticed the “unexplained and unauthorized deletion of emails .  
21 . . and the unexplained and uncontrolled opening/closing of various iPhone applications.” He also  
22 claimed to have received “multiple phone calls” from unidentified individuals claiming to have  
23 “hacked” his iPhone.

24 45. Rueda attributed responsibility for this to agents of Pacquiao, among others. And  
25 yet, instead of taking steps to preserve evidence, in June 2019 Rueda took his phone to an Apple  
26 Store and had it restored.

27 46. Then in 2020, just weeks after Rueda received texts of images of dead and  
28 mutilated corpses (which he again attributed to agents of Pacquiao, among others), Rueda

1 discarded his phone at a Sprint store, resulting in the loss of access to years of ESI on his phone  
2 and Apple iCloud account, including text messages, voicemails, emails, photos, videos, and logs  
3 showing calls made and received.

4 47. After Withers disclosed in 2023 that electronic evidence was lost in 2019 and 2020,  
5 the parties in the Underlying Action retained a neutral forensic expert to try to recover the contents  
6 of Rueda's Apple iCloud account. That effort was partially successful. It led to recovery of certain  
7 emails, photos and videos, but not all emails were recovered.

8 48. The Court in the Underlying Action ordered Rueda to produce certain documents  
9 recovered by the forensic expert.

10 2. **The May 11 Email Is Uncovered By A Third-Party Forensic Examiner**  
11 **Years After It Was Wrongfully Withheld In Discovery.**

12 49. In December 2023 – after Pacquiao already had prevailed on all claims against him  
13 – Rueda produced documents recovered by the forensic expert from Rueda's iCloud account.  
14 Included in that production was the May 11 Email, drafted by Rueda in 2015, in which Rueda  
15 confirmed that he never sought a finder's fee.

16 50. The disclosure of the May 11 Email, more than seven years after the Underlying  
17 Action was initiated, was a bombshell. The May 11 Email confirmed in Rueda's own voice that his  
18 contract allegations against Pacquiao never had any factual basis.

19 51. The disclosure of the May 11 Email in 2023 also demonstrated that Rueda and his  
20 lawyers withheld this critical admission from Pacquiao and others, while they prosecuted claims  
21 that were directly contradicted by Rueda's own admission that he never sought a finder's fee or  
22 compensation.

23 52. Pacquiao is informed and believes, and on that basis alleges, that Khan was aware  
24 of the May 11 Email many years before 2023. The May 11 Email was directly responsive to  
25 discovery served on Rueda in the Underlying Action. In response to discovery, Rueda objected to  
26 producing post-Fight communications with his publicist, EKC. In February 2018 the Court granted  
27 a motion to compel and ordered Rueda to produce all non-privileged responsive documents within  
28 ten days. Rueda still did not produce the May 11 Email.

1           53.     Khan also represented EKC in response to a subpoena for records. Although Eileen  
2 Koch and Joey Lauren Koch of EKC were the recipients of the May 11 Email, EKC did not  
3 produce it either.

4           54.     By the time the May 11 Email came to light in December 2023, Pacquiao had  
5 prevailed on all of Rueda’s claims against him, incurring millions of dollars in legal fees and costs.

6           55.     Once the May 11 Email was produced, its significance was immediate and  
7 unmistakable. Pacquiao’s co-defendants, Showtime Networks and Paramount Global, filed a  
8 motion for terminating sanctions. Withers moved to withdraw as Rueda’s counsel. Khan’s profile  
9 disappeared from Withers’ website. Khan no longer works for Withers.

10          56.     Given Rueda’s admission in the May 11 Email, the Underlying Action never had  
11 any merit and should not have been filed. Had the May 11 Email been produced in 2017 when it  
12 was requested in discovery, or in compliance with the Court’s order compelling discovery, or in  
13 response to the subpoena to EKC, Rueda’s contract-based claims would have been adjudicated  
14 against him years earlier.

15                   **3.     Rueda’s Allegations That Pacquiao Was Responsible For Death Threats**  
16                   **Are Exposed As False.**

17          57.     In addition to prosecuting a made-up contract claim, Rueda and his lawyers sought  
18 to pressure Pacquiao into settling by accusing him of causing images of dead and dismembered  
19 bodies to be sent via text to Rueda’s cell phone, which Rueda “took [] as a direct threat to not only  
20 my health and safety, but the health and safety of my family.” The facts surrounding this  
21 allegation evidence malicious intent.

22          58.     According to Rueda, he received four vile, disgusting images of dead and  
23 dismembered bodies (“Images”) by text on February 2, 2020 from the phone number (203) 872-  
24 7762 (“Sending Number”).

25          59.     Rueda submitted those Images, unredacted and in color, to the Court, claiming they  
26 were part of the “terror campaign” and that Pacquiao and others were responsible. Rueda claimed  
27 he received no other texts from the Sending Number.

28          60.     The vileness of the Images cannot be overstated. One of the Images is depicted

1 below, and is redacted for some level of decency:



10 61. Rueda’s lawyers included these Images in a public filing, unredacted and not under  
11 seal.

12 62. Rueda repeatedly stated under oath that he only “received” four (4) messages total  
13 containing four photos of mutilated bodies, and that he did not receive any written message  
14 threatening him (or his family), demanding money, or referencing a cartel.

15 63. However, in response to a subpoena, TextNow Inc. (“TextNow”), a free,  
16 anonymous messaging application that people can download on their phone, produced documents  
17 showing that five (5) messages were sent to Rueda from the Sending Number, in quick succession,  
18 not four as Rueda had claimed. One of those texts was a word text.

19 64. The TextNow documents showed the content of the word text sent to Rueda:

20 “Hi, this is Mr. Juan Ricardo Marchena. IÃ¢â¬âm the dating houseÃ¢â¬âs  
21 owner and Main boss at Cartel de los Zetas. I am here to demand respect and order  
22 in our business. I was told You have failed to one of my girls, which you were  
23 supposed to request her services and at the end when She was almost ready, you  
rejected her. You took advantage of her time and photos.

24 I wanna be honest with you, we donÃ¢â¬ât want to get involved your family on  
25 this, but you need to pay the penalty fee, which is going to get charge immediately  
26 to you. If you deny to pay it off, We are going to be under the obligation to look for  
27 each one of your family members and you already know what we going to do with  
them. I hope you to answer to this message right away, because if you ignore me  
and block me, IÃ¢â¬âm going to send my people and all of you gonna end in a  
very bad way! IÃ¢â¬âm going to destroy”

28 (the “Missing Text”).

65. The Missing Text is a classic example of a “cartel scam” in which scammers pose as violent drug cartel members to frighten victims into paying money. Scammers often target individuals who have recently searched for, contacted, or visited adult escort websites. Documents produced by TextNow demonstrate that the same threat was sent to over 100 other individuals.

66. Despite this evidence demonstrating that the Images were sent to Rueda as part of a cartel scam, Rueda, Khan, and Withers doubled down and insisted that Rueda did not “receive” the Missing Text, because after he received the Images he blocked the Sending Number.

67. However, evidence obtained from Text Now shows that the word text was sent to Rueda *before* the Images:

2020-02-03 03:03:47 UTC	Sent	19172727482	Hi, this is Mr. Juan Ricardo Marchena. I am the dating house's owner and Main boss at Cartel de los Zetas. I am here to demand respect and order in our business. I was told You have failed to one of my girls, which you were supposed to request her services and at the end when She was almost ready, you rejected her. You took advantage of her time and photos. I wanna be honest with you, we don't want to get involved your family on this, but you need to pay the penalty fee, which is going to get charge immediately to you. If you deny to pay it off, We are going to be under the obligation to look for each one of your family members and you already know what we going to do with them. I hope you to answer to this message right away, because if you ignore me and block me, I am going to send my people and all of you gonna end in a very bad way! I am going to destroy
2020-02-03 03:03:53 UTC	Sent	19172727482	<a href="https://media.textnow.com/?h=1ffd9145-537f-5028-80fb-054ea2e1d9e3">https://media.textnow.com/?h=1ffd9145-537f-5028-80fb-054ea2e1d9e3</a>
2020-02-03 03:03:54 UTC	Sent	19172727482	<a href="https://media.textnow.com/?h=867187e0-02ee-5a1e-8088-3d90c32758ed">https://media.textnow.com/?h=867187e0-02ee-5a1e-8088-3d90c32758ed</a>
2020-02-03 03:03:57 UTC	Sent	19172727482	<a href="https://media.textnow.com/?h=e8cb4b33-8ce6-513d-a4cd-7ec80b09a7fb">https://media.textnow.com/?h=e8cb4b33-8ce6-513d-a4cd-7ec80b09a7fb</a>
2020-02-03 03:03:59 UTC	Sent	19172727482	<a href="https://media.textnow.com/?h=821e9ea4-a111-5e2a-8085-cb75df049c06">https://media.textnow.com/?h=821e9ea4-a111-5e2a-8085-cb75df049c06</a>

1           68.     Further, Rueda chose to spoliage his phone that contained the highly relevant  
2 forensic evidence that would verify or refute his allegation that he was specifically targeted with  
3 death threats by Pacquiao. And more shockingly, Rueda made this inflammatory accusation for the  
4 first time in October 2020, knowing that the phone and all forensic evidence relating to the graphic  
5 Images were destroyed months earlier in February 2020.

6           69.     Rueda, Khan and Withers continued to prosecute Rueda's IIED claim. In June 2024,  
7 more than three years after accusing Pacquiao and others of sending the Images as a death threat to  
8 Rueda and Rueda's family and only after the defendants in the Underlying Action affirmatively  
9 disproved Rueda's allegation, Rueda announced he would no longer seek damages from Pacquiao  
10 relating to the Images. There was never any basis to do so.

11          70.     Pacquiao is informed and believes that Rueda actually received the Missing Text,  
12 that Rueda spoliaged evidence to support his false allegation against Pacquiao and that Rueda,  
13 Khan and Withers knew that there was no basis in fact to allege that Pacquiao conspired to traffic  
14 in images of dead and dismembered bodies to threaten Rueda and Rueda's family.

15           **G.     Motive, Damages, Funding, And Reprehensible Abuse Of The Courts.**

16          71.     Pacquiao is informed and believes that greed was the motivating factor in  
17 prosecuting fabricated claims against Pacquiao.

18          72.     Rueda sought to free himself from his job as a waiter at Craig's and his failing  
19 acting career through a verdict or settlement of millions of dollars in damages from Pacquiao based  
20 on the non-existent finder's fee contract and the false allegations that Pacquiao engaged in or  
21 endorsed terrorist activity. Rueda sought to recover more than \$50 million from Pacquiao.

22          73.     Khan, Khan Law Office, Pierce and Withers also had financial motivation for their  
23 misconduct. Pacquiao is informed and believes that Rueda's lawsuit was financed by third-party  
24 litigation funders, and that Khan, Khan Law Office, Pierce and/or Withers were paid millions of  
25 dollars in legal fees for their malicious prosecution of claims against Pacquiao.

26          74.     Defendants' conduct in filing and prosecuting fabricated claims against Pacquiao,  
27 including their allegations that Pacquiao agreed to pay a finder's fee that Rueda admitted he never  
28 sought, and that Pacquiao engaged in, supported or endorsed terrorist activities, was an egregious

1 and reprehensible abuse of the legal system.

2 75. The judicial system is not a public-relations battlefield, nor is it a tool for leverage,  
3 extortion, or notoriety. When litigants and their lawyers weaponize the courts by prosecuting  
4 claims they know to be false, they undermine not only the rights of the accused, but the integrity of  
5 the justice system itself.

6 76. Defendants' misconduct cannot go unpunished, and punitive damages are warranted  
7 here to deter future abuse of the courts by Defendants.

8 **CAUSE OF ACTION**  
9 **FOR MALICIOUS PROSECUTION**  
10 **(Against all Defendants)**

11 77. Pacquiao repeats and realleges each of the allegations set forth above as if fully set  
12 forth herein.

13 78. Khan filed the Underlying Action on behalf of Rueda.

14 79. Khan, Khan Law Office, Pierce and Withers prosecuted the Underlying Action on  
15 behalf of Rueda.

16 80. Pacquiao prevailed on the merits of all claims in the Underlying Action.

17 81. Judgment was entered in favor of Pacquiao on March 19, 2025.

18 82. The claims against Pacquiao lacked probable cause. No reasonable person in  
19 Defendants' circumstances would have believed that there were reasonable grounds to file or  
20 prosecute and continue to prosecute the Underlying Action against Pacquiao.

21 83. Defendants acted with malice and primarily for a purpose other than succeeding on  
22 the merits of the claims against Pacquiao.

23 84. Pacquiao was damaged by Defendants' conduct.

24 85. The conduct of each of the Defendants was a substantial factor in causing  
25 Pacquiao's harm.

26 **PRAYER FOR RELIEF**


27 WHEREFORE, Pacquiao prays for judgment against Defendants, and each of them, as  
28 follows:

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1. For actual and consequential damages according to proof;
2. For pre-judgment interest at the statutory rate;
3. For punitive and exemplary damages, in an amount sufficient to deter future abuses of the legal system by Defendants;
4. For costs of suit incurred; and
5. For such other and further relief as the Court deems necessary and appropriate.

Dated: February 24, 2026

LACHTMAN COHEN & BELOWICH LLP

By:  \_\_\_\_\_  
Gary J. Goham

Attorneys for Plaintiff Emmanuel D. Pacquiao