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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

GIL BIVENS, individually,

Plaintiff,

vs.

ROBERT ANDY ROJAS and MARY T.
ROJAS, husband and wife; JOHN AND JANE
DOES, I – IV,

Defendants.

No. **CV2024-037185**

COMPLAINT

(Defamation, Tortious Interference)

(Tier 2 case)

Plaintiff Gil Bivens (“Plaintiff Bivens”), for his Complaint against Defendants, alleges as follows:

PARTIES/JURISDICTION/VENUE

1. At the time of the incidents described herein, Plaintiff Bivens was a resident of Maricopa County, Arizona. Defendant Robert Andy Rojas (“Defendant Robert Rojas”) and Defendant Mary T. Rojas (“Defendant Mary Rojas”) were residents of Maricopa County, Arizona.

2. All the events complained of herein occurred in Maricopa County, Arizona.

3. At all times mentioned herein, Defendants were acting for and on behalf of their respective marital communities comprised of Defendant Robert Rojas and Defendant Mary Rojas,

1 thereby making the communities liable to Plaintiff Bivens as hereinafter stated.

2 4. The fictitiously named individuals whose action/inaction and/or negligent conduct
3 in the events herein described may have caused injuries to Plaintiff Bivens. These fictitiously
4 named Defendants were acting in furtherance of their marital communities. When the true names
5 of these Defendants become known to Plaintiff Bivens, he will seek leave to amend this Complaint
6 in order to name these Defendants with their true names.
7

8 5. All events took place within Maricopa County Arizona and each Defendant has
9 caused an event to occur in this county out of which Plaintiff Bivens' claims arise.
10

11 6. This Court has subject matter jurisdiction and personal jurisdiction over all of the
12 parties listed herein above.

13 7. This case should be a Tier 2 designation due to the complexity of the matter and the
14 damages requested by Plaintiff Bivens.

15 8. Venue is proper pursuant to A.R.S. § 12-401.
16

17 **FACTUAL BACKGROUND**

18 9. All of the allegations contained within the paragraph above and below are hereby
19 incorporated by reference as if fully set out herein.

20 10. Plaintiff Bivens is a well-known and well-respected marketing and promotions
21 executive, especially in the Hispanic community. He has been in the corporate marketing business
22 for over thirty years. In April of 2021 Plaintiff Bivens filed the trade name of Arizona Barrio
23 Stories ("AZBS"). In April of 2024 AZBS was incorporated as a non-profit corporation with
24 Plaintiff Bivens as Chair of the board of directors and CEO.
25

1 11. As a result of years of planning, strategizing and hard work, Plaintiff grew his
2 marketing businesses, including AZBS, into well-known marketing businesses throughout
3 Arizona and California. He has tens of thousands of people subscribing to AZBS, which has
4 various platforms, including Facebook, Instagram, YouTube, LinkedIn and its own website.
5 Plaintiff also owns his own streaming service, Latino USA TV, also with tens of thousands of
6 subscribers. Plaintiff has developed a positive reputation, especially in the Hispanic community,
7 for providing positive and interesting stories of Hispanics to various media markets. He is well
8 known for the quality of his work, his integrity and his positive ethical business principles.
9

10 12. Defendant Robert Rojas is an attorney licensed in Arizona who was retained by
11 Martin Sanchez to file a complaint for breach of contract against Plaintiff Bivens. That case is
12 CV2024-027320, which was filed in Maricopa County on September 27, 2024.
13

14 13. Prior to filing the complaint for breach of contract against Plaintiff Bivens, both
15 Martin Sanchez and his attorney, Defendant Robert Rojas, had launched a joint defamation
16 campaign against Plaintiff Bivens designed to cause him substantial distress and to inflict
17 substantial reputational harm.
18

19 14. The joint defamation campaign was also designed to force Plaintiff Bivens to admit
20 that a partnership contract had been formed between Plaintiff Bivens and Defendant Robert Rojas'
21 client, Martin Sanchez.

22 15. Plaintiff Bivens has always maintained that a partnership contract was never entered
23 into between himself and Martin Sanchez. In his Answer and Counterclaim to the breach of
24 contract claim, Plaintiff Bivens has continued to deny that a partnership agreement was ever
25

1 entered into. Several years have passed between the alleged formation of the partnership
2 agreement and the filing of the breach of contract claim by Mr. Sanchez. The breach of contract
3 claim was a last-ditch effort to extort money from Plaintiff Bivens by Mr. Sanchez and Defendant
4 Robert Rojas.
5

6 16. Over the course of the last few years, Defendant Robert Rojas has accused Plaintiff
7 Bivens of misappropriating funds from his various businesses. Defendant Robert Rojas has made
8 these accusations in public to third party witnesses in a coordinated effort with Mr. Sanchez to
9 cause Plaintiff Bivens substantial distress and to inflict substantial reputational harm.
10

11 17. Defendant Robert Rojas has also intentionally interfered with Plaintiff Biven's
12 contractual relations. In one instance, on or about October 9, 2024, Defendant Robert Rojas,
13 intimidated and harassed community organizer Isaac Serna. Isaac Serna is an organizer of the
14 annual Playa Margarita Park Show & Shine Event ("Playa Margarita Event"). Plaintiff Bivens
15 had paid Mr. Serna to have AZBS sponsor the Playa Margarita Event. After being harassed by
16 Defendant Robert Rojas, Mr. Serna called Plaintiff Bivens and advised him that his business
17 AZBS could no longer sponsor the Playa Margarita Event and returned Plaintiff Bivens' payment
18 for the sponsorship. See Affidavit of Isaac Serna, attached as Exhibit 1.
19

20 18. Defendant Robert Rojas published all of the false statements with knowledge of
21 their falsity and/or reckless disregard for their truth. It is evident that the false statements have
22 been intentionally shared with the public with malice, spite, ill will and with the intent of causing
23 harm to the reputation and economic interests of Plaintiff Bivens.
24

25 19. As a result of Defendant Robert Rojas' intentional actions in defaming Defendant

Bivens, and also placing him in a false light, have caused Plaintiff Bivens to suffer humiliation, extreme emotional distress, anxiety and loss of self-esteem.

20. As a result of Defendant Robert Rojas intentionally interfering with Plaintiff Bivens' contractual relations, Plaintiff Bivens has sustained and will continue to sustain, immediate and irreparable harm and injury, including, but not limited to, damage to reputation, loss in revenues, loss of profits, and loss of competitive business advantage, opportunity, and/or expectancy.

COUNT I
DEFAMATION AND DEFAMATION PER SE

21. All of the allegations contained within the paragraph above and below are hereby incorporated by reference as if fully set out herein.

22. The false statements made by Defendant Robert Rojas are about and concerning Plaintiff Bivens.

23. Defendant Robert Rojas communicated these false statements to the public, which were accessible to the public.

24. The public has heard the false statements and commented on the false statements.

25. It is evident that the false statements were shared with the public with malice, spite, or ill will and with the intent of causing harm to the reputation and economic interests of Plaintiff Bivens.

26. The false statements impeach the honesty, integrity, or reputation of Plaintiff Bivens.

27. The false statements bring Plaintiff Bivens into disrepute, contempt, or ridicule.

28. The false statements made by Defendant Robert Rojas constitute defamation per se

1 and general damages are presumed as a matter of law.

2 29. In making and sharing the false statements, Defendant Robert Rojas had knowledge
3 of or acted in reckless disregard as to the falsity of the false statements.

4 30. Defendant Robert Rojas shared the false statements knowing they would result in
5 pecuniary loss, as well as irreparable harm.

6 31. As a direct and proximate result of Defendant Robert Rojas sharing the false
7 statements, Plaintiff Bivens has sustained, and will continue to sustain, immediate and irreparable
8 harm and injury including, but not limited to, damage to reputation, losses in revenues, loss of
9 profits, loss of goodwill, loss of business relations and loss of competitive business advantage,
10 opportunity, and/or expectancy.

11 32. As a direct and proximate cause of the conduct by Defendant Robert Rojas, Plaintiff
12 Bivens has suffered, and will continue to suffer humiliation, extreme emotional distress, anxiety,
13 anguish and loss of self-esteem.

14 33. Plaintiff Bivens has suffered general and special damages in an amount to be proven
15 at trial.

16 34. For such willful and malicious acts, Plaintiff Bivens seeks punitive damages in
17 addition to actual damages.

18 35. Defendant Robert Rojas' acts, omissions, conduct, and transactions, alleged herein
19 were aggravated, outrageous, and guided by evil motives wherein he intended to harm Plaintiff
20 Bivens and/or consciously pursued a course of conduct knowing it created a substantial risk of
21 significant harm to him.

36. To dissuade Defendant Robert Rojas from pursuing a similar course of conduct in the future, an award of punitive damages should be awarded to Plaintiff Bivens in the sum of sufficient magnitude to punish Defendant Robert Rojas.

COUNT II
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

37. All of the allegations contained within the paragraph above and below are hereby incorporated by reference as if fully set out herein.

38. Plaintiff Bivens has existing business relationships with individuals, entities, and organizations relating to his businesses.

39. Plaintiff Bivens has a reasonable expectation of future business relationships with existing businesses, prospective businesses, and others with whom he does business.

40. At all material times Defendant Robert Rojas was aware of some of Plaintiff Bivens' existing and/or prospective business relationships, including, but not limited to the sponsorship contract between AZBS and Playa Margarita Event, discussed herein.

41. Defendant Robert Rojas intentionally interfered with Plaintiff Bivens' contractual relationship with Isaac Serna and the Playa Margarita Event. Causing Isaac Serna to cancel Plaintiff Bivens' sponsorship contract.

42. As a direct and proximate result of Defendant Robert Rojas interfering with Plaintiff Bivens' sponsorship contract with Isaac Serna, Plaintiff Bivens has sustained, and will continue to sustain, immediate and irreparable harm and injury including, but not limited to, damage to reputation, losses in revenues, loss of profits, loss of goodwill, loss of business relations and loss of competitive business advantage, opportunity, and/or expectancy. Plaintiff Bivens has suffered

1 general and special damages in an amount to be proven at trial.

2 43. For such willful and malicious acts, Plaintiff Bivens seeks punitive damages in
3 addition to actual damages.

4 44. Defendant Robert Rojas' acts, omissions, conduct, and transactions, alleged herein
5 were aggravated, outrageous, and guided by evil motives wherein Defendant Robert Rojas intended
6 to harm Plaintiff Bivens and/or consciously pursued a course of conduct knowing it created a
7 substantial risk of significant harm to Plaintiff Bivens.

8 45. To dissuade Defendant Robert Rojas from pursuing a similar course of conduct in the
9 future an award of punitive damages should be awarded in favor of Plaintiff Bivens in the sum of
10 sufficient magnitude to punish Defendant Robert Rojas.

11 WHEREFORE, Plaintiff Bivens demands judgment against Defendants Robert Rojas and
12 Mary Rojas as follows:

13 1. For a permanent injunction enjoining Defendant Robert Rojas from engaging in the
14 aforementioned tortious conduct.

15 2. For a permanent injunction enjoining Defendant Robert Rojas from publishing any
16 other defamatory material pertaining to Plaintiff Bivens to any third party.

17 3. For general, special and punitive damages in an amount to be proven at trial.

18 4. For attorneys' fees and taxable costs pursuant to A.R.S. §12-341.01.

19 5. For interest on the foregoing attorneys' fees and court costs at the statutory rate from
20 the date of judgment until paid.

21 6. For prejudgment and post-judgment interest on all damages at the highest rate
22
23
24
25

1 allowed by law from the date of injury until paid in full.

2 7. For such other and further relief as the Court deems just and proper.

3 DATED this 20th day of December 2024

4 GUTIÉRREZ LAW FIRM, P.C.

5 By /s/ Francisco X. Gutiérrez
6 Francisco X, Gutiérrez

7 ORIGINAL of the foregoing
8 filed electronically via TurboCourt
9 this 20th day of December 2024.

10 By /s/ Yolanda Gutiérrez
11 Yolanda Gutiérrez