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ATTORNEYS FOR PLAINTIFF
MICHAEL C. RYAN

FILED
Superior Court of California
County of Los Angeles

MAR 21 2016

Sherri R. Carter, Executive Officer/Clerk
By Steve Orozco, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTH VALLEY DISTRICT - UNLIMITED

MICHAEL C. RYAN, an individual,
Plaintiff,
vs.

JOHN CONDREN, an individual,
CHAMPTRUCK INTERNATIONAL LLC,
a California limited liability company, and
DOES 1 to 50, inclusive,
Defendants.

CASE NO. PC056955

COMPLAINT FOR:

1. FRAUD
2. CONVERSION
3. ACCOUNTING
4. CONSTRUCTIVE TRUST
5. DECLARATORY RELIEF
6. INJUNCTIVE RELIEF
7. INVASION OF PRIVACY
8. EXEMPLARY DAMAGES

PLAINTIFF, MICHAEL C. RYAN, ("PLAINTIFF") hereby complains against
Defendants JOHN CONDREN, CHAMPTRUCK INTERNATIONAL LLC, and DOES 1-50,
inclusive, and each of them, ("DEFENDANTS") as follows:

THE PARTIES

1. PLAINTIFF MICHAEL C. RYAN, was at all times and places mentioned herein,
and now is, an individual residing in the City of Santa Clarita, County of Los Angeles, State of
California. Plaintiff is an internationally renowned professional truck racing and stunt driver,
with a multitude of credits and accomplishments for his driving trucks in films, races, and other
venues. Plaintiff has many class wins at Pike's Peak International Hill Climb, and set a new

1 Guinness World Records title for the longest ramp jump by a truck and trailer after achieving a
2 distance of 83 feet, 7 inches over a moving Lotus Formula 1 car.

3 2. DEFENDANT JOHN CONDREN, is at all times and places mentioned herein,
4 and now is, an individual residing and doing business in the State of California, and within the
5 jurisdiction of this court. Defendant was in the business of participating in some capacity within
6 motorsports events.

7 3. DEFENDANT CHAMPTRUCK INTERNATIONAL LLC, Entity Number
8 201425910144, filed on 09/11/2014, was at all times and places mentioned herein, and now is, a
9 Limited Liability Company in good standing in the State of California, with it's registered
10 address at 18305 Llagas Court, Morgan Hill, California 95037.

11 4. DEFENDANTS DOES 1 through 50, inclusive are sued herein under fictitious
12 names. Their true names and capacities, whether individual, corporate, associate, or otherwise,
13 are unknown to PLAINTIFF. When their true names and capacities are ascertained, PLAINTIFF
14 will amend this complaint by inserting their true names and capacities herein. PLAINTIFF is
15 informed and believes and thereon alleges that each of the fictitiously named defendants are
16 responsible in some manner for the occurrences alleged herein, and that PLAINTIFF'S damages
17 as alleged herein were proximately caused by those fictitiously named defendants. Each
18 reference in this complaint to "DEFENDANT," "DEFENDANTS," or a specifically named
19 defendant refers also to all defendants sued under fictitious names.

20 5. Wherever and whenever reference is made in this complaint to any conduct of
21 Defendants, or any of them, such allegation or references shall also be deemed to mean the
22 conduct of each Defendant, acting individually, jointly, and/or severally.

23 6. Plaintiff is informed and believes, and thereon alleges, that each of the named
24 defendants, and Does 1 through 50, inclusive, are the agents, servants, and employees of each of
25 the remaining said defendants, and in performing the acts hereinafter alleged, were acting within
26 the course and scope of said agency, service and employment with the advance knowledge,
27 acquiescence, and ratification of each and every remaining defendant.

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JURISDICTION AND VENUE

7. This Court has personal and subject matter jurisdiction over this matter and venue is properly placed in this Court. Pursuant to California Code of Civil Procedure §395 et seq., the wrongs alleged herein occurred in the County of Los Angeles, State of California.

OPERATIVE FACTS

8. Plaintiff RYAN developed the trade name "CHAMP TRUCK" and associated logo in or about 2010 as the designation for both a sanctioning body for a racing series of specifically modified racing semi-trucks, and racing semi-truck specifications, which would be used to hold motorsports events including the racing of semi-trucks at racing venues nationwide. Plaintiff RYAN took steps to trademark the name and develop the logo, which he believed would support his promotion and development of this racing series.

9. In approximately 2012 Defendant CONDREN and Plaintiff RYAN entered into discussions regarding the formation of a partnership to bring CHAMPTRUCK to full operation as a racing series.

10. On or about January 2014, Plaintiff RYAN, Defendant CONDREN, and two other individuals, agreed to enter into a partnership agreement under the name "CHAMPTRUCK International," for the purpose of organizing, promoting, and conducting motorsports events under the name "CHAMPTRUCK World Series." All members were to contribute capital to the business. An initial draft of the partnership agreement was presented to the parties but was not executed.

11. Based upon representations and promises of Defendant CONDREN as regarding operation of the business and proposed partnership, Plaintiff RYAN agreed to contribute equipment, monies, expertise, and the trade name CHAMP TRUCK International and associated logo.

12. On or about March 24, 2014, Plaintiff RYAN abandoned his trademark filing of CHAMP TRUCK, in good faith and reasonable reliance upon the assertions of Defendant CONDREN.

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1 13. On or about April 1, 2014, Defendant CONDREN drafted and presented a
2 subsequent draft of the partnership agreement to the parties. All members were to contribute
3 capital to the business in the amount of \$25,000.00. This subsequent draft of the partnership
4 agreement specified that the company would be formed as a Limited Liability Company, and
5 included provisions that Plaintiff RYAN would be credited for monies already invested in the
6 development of the company's marketing program.

7 14. On or about September 11, 2014, CHAMPTRUCK INTERNATIONAL LLC,
8 Entity Number 201425910144, was formed as a Limited Liability Company in the State of
9 California.

10 15. On or about September 16, 2014, Defendant CONDREN registered the wordmark
11 "CHAMPTRUCK," attributing ownership of the wordmark to himself as an individual registrant.

12 16. On or before April 1, 2015, the two other individuals who had agreed to enter the
13 proposed CHAMPTRUCK partnership withdrew from the venture and all contributions were
14 returned to them.

15 17. On or about September 2015, Plaintiff RYAN requested certain financial and tax
16 information regarding the CHAMPTRUCK INTERNATIONAL LLC business, and Defendant
17 CONDREN refused to produce said information, which caused Plaintiff RYAN to become
18 suspicious of Defendant CONDREN and his actions in managing the company. Thereafter
19 Defendant CONDREN informed Plaintiff RYAN that Plaintiff was not, and never had been, a
20 member of CHAMPTRUCK INTERNATIONAL LLC. Plaintiff requested Defendant provide
21 an accounting and demanded return of his funds invested, intellectual property, and his portion of
22 profits from Defendant CHAMPTRUCK INTERNATIONAL LLC, without success.

23 **FIRST CAUSE OF ACTION**

24 **FRAUD**

25 18. Plaintiff realleges and incorporates herein by reference each and every allegation
26 in paragraphs 1 to 17, and makes them part of this cause of action as though fully set forth
27 herein.

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1 19. On or about January 2014, Defendant CONDREN promised that (i) all partners
2 would be equal and have equal weight in the management of the company; (ii) all major
3 decisions would require three partners approval; (iii) each of the partners would have a twenty-
4 five percent (25%) interest in the company and its profits; and (iv) a monthly accounting would
5 be provided to all partners.

6 20. Based upon both the oral promises and assurances of Defendant CONDREN, and
7 promises and assurances made by Defendant CONDREN as presented in the partnership
8 agreements, Plaintiff Ryan agreed to and did invest an amount believed to be approximately
9 \$40,000.00 in the business. In addition to funds invested by Plaintiff at the urging of Defendant
10 CONDREN, Plaintiff also provided tools and equipment, including but not limited to a Miller
11 Welder and his Moto Guzzi 850 engine.

12 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant
13 CONDREN never had any intention of including Plaintiff RYAN as a member of the LLC, and
14 that Defendant's continuing course of conduct and representations to Plaintiff that Plaintiff was a
15 partner and member of the LLC were specifically calculated to, and did, (i) induce Plaintiff to
16 make monetary investments, provide tools and equipment, intellectual property, and contribute
17 labor to the business in reliance thereon; (ii) induce Plaintiff to allow Defendant access to
18 Plaintiff's expertise in the truck racing, truck stunts and motorsports marketing fields such that
19 Defendant could exploit Plaintiff's established connections and relations with various
20 professional drivers, motorsports teams, and sponsors; and (iii) conceal Defendant's true intent to
21 use the funds, expertise, and other resources of Plaintiff to develop the business without ever
22 including Plaintiff as a member of the LLC.

23 22. Plaintiff relied on the representations of Defendants, and each of them, and had
24 Plaintiff been aware of the true facts, he would not have made monetary investments, provided
25 tools, equipment, intellectual property, labor, and access to his expertise, connections, and
26 relations within the motorsports industry to Defendants.

27 23. As a proximate result of the aforementioned fraudulent and deceitful conduct of
28 Defendant CONDREN, as herein above alleged, Plaintiff has sustained general and special

1 damages, including but not limited to his monetary investment and lost profits in an amount
2 subject to proof at the time of trial.

3 24. Plaintiff alleges that Defendant CONDREN made said misrepresentations and
4 wrongfully concealed material facts, fraudulently and intentionally so as to deprive Plaintiff of
5 money, property, and to cause injury to Plaintiff as described in §3294 of the California Civil
6 Code.

7 25. Defendant's conduct was malicious, fraudulent, oppressive, and carried out with
8 willful and conscious disregard to Plaintiff's rights thus subjecting Plaintiff to unjust hardship,
9 all of which entitle Plaintiff to recover punitive or exemplary damages, so as to dissuade
10 Defendant and others from engaging in such conduct in the future.

11 SECOND CAUSE OF ACTION

12 CONVERSION

13 26. Plaintiff realleges and incorporates herein by reference each and every allegation
14 in paragraphs 1 to 25, and makes them part of this cause of action as though fully set forth
15 herein.

16 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff had the right
17 to his interest in the partnership and the LLC. At the time Defendant informed Plaintiff that he
18 was never a member of the LLC, Plaintiff then had the right for return of his investment of
19 approximately \$40,000.00, personal property, and intellectual property rights to the
20 CHAMPTRUCK wordmark and logo.

21 28. Plaintiff is further informed and believes, and thereon alleges that Defendant
22 CONDREN converted the assets of Plaintiff, and that Defendant either directly or indirectly
23 negotiated the converted assets for Defendant's own use and benefit, without the knowledge or
24 consent, whether express or implied, of Plaintiff. Plaintiff would not have given, and did not
25 give possession of the assets to Defendant for Defendant's own benefit.

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1 29. Plaintiff Ryan has made demands since September 2015 for Defendant to account
2 for and return the converted assets, and Defendant CONDREN has wrongfully ignored such
3 demands and failed to account for and return the misappropriated and converted assets of
4 Plaintiff.

5 30. Plaintiff has been deprived of use and possession of the assets, and suffered
6 damages in an amount presently unknown, resulting from Defendant's conversion and wrongful
7 retention of Plaintiff's assets.

8 31. The aforementioned acts of said Defendants were willful, wanton, malicious, and
9 oppressive, were undertaken with the intent to defraud, and justify the awarding of exemplary
10 and punitive damages.

11 THIRD CAUSE OF ACTION

12 ACCOUNTING

13 32. Plaintiff realleges and incorporates herein by reference each and every allegation
14 in paragraphs 1 to 31, and makes them part of this cause of action as though fully set forth
15 herein.

16 33. Plaintiff is informed and believes, and thereon alleges, that pursuant of the terms
17 of the Partnership Agreements of January 1 and April 1, 2014, and the oral and written
18 representations of Defendant CONDREN, that Plaintiff is and at all times relevant hereto, was
19 the legal and equitable beneficiary of any and all funds diverted, converted, and misappropriated
20 by the Defendant from CHAMPTRUCK International LLC, which remains in operation.

21 34. Plaintiff is informed and believes that Defendant CONDREN came into
22 possession of funds and assets that should have been distributed to Plaintiff as a member of the
23 partnership and LLC, and that by and through fraudulent conduct and conversion Defendant has
24 retained and continues to retain said assets that Defendant CONDREN has been and continues to
25 be unjustly enriched by such misconduct.

26 35. Plaintiff is informed and believes, and thereon alleges that all relevant information
27 regarding the exact amount of funds converted and withheld by Defendant CONDREN, and all
28 income, expense, and other related business records are uniquely in the possession and under the

1 control of Defendant CONDREN, and it is therefore impossible for Plaintiff to accurately
2 calculate said monetary figures.

3 36. Plaintiff is therefore entitled to an accounting of all funds, tangible and intangible
4 property, and records being held and controlled by Defendant CONDREN, including an
5 accounting of all revenues from all sources and transactions entered into by Defendants
6 CONDREN and CHAMPTRUCK International LLC from January 2014 to the present.

7 **FOURTH CAUSE OF ACTION**

8 **CONSTRUCTIVE TRUST**

9 37. Plaintiff realleges and incorporates herein by reference each and every allegation
10 in paragraphs 1 to 36, and makes them part of this cause of action as though fully set forth
11 herein.

12 38. As a proximate result of DEFENDANTS wrongful conduct as alleged herein,
13 Plaintiff RYAN risks losing his ownership interest in the ASSETS, all funds, tangible and
14 intangible property, and records being held and controlled by Defendants CONDREN and
15 CHAMPTRUCK International LLC.

16 39. By reason of the wrongful manner in which DEFENDANTS obtained their
17 alleged right, claim or interest in the ASSETS of Plaintiff, DEFENDANTS and each of them
18 have no legal or equitable right, claim or interest therein, but instead, DEFENDANTS are
19 involuntary trustees holding the assets and profits therefrom in constructive trust for Plaintiff
20 RYAN with the duty to convey the same to Plaintiff RYAN forthwith.

21 **FIFTH CAUSE OF ACTION**

22 **DECLARATORY RELIEF**

23 40. Plaintiff realleges and incorporates herein by reference each and every allegation
24 in paragraphs 1 to 39, and makes them part of this cause of action as though fully set forth
25 herein.

26 41. An actual controversy has arisen and now exists between PLAINTIFF RYAN and
27 DEFENDANTS CONDREN, CHAMPTRUCK International LLC, and DOES 1-50 concerning
28 their respective rights and duties in that PLAINTIFF RYAN contends he is entitled to an

1 accounting, profits of 50% membership interest in the LLC, and return of his investment of
2 approximately \$40,000.00, personal property, and intellectual property rights for
3 CHAMPTRUCK, and Defendants contend Plaintiff does not have any membership interest in the
4 LLC and is not entitled to any of his investment or property contributed to the venture.

5 42. PLAINTIFF RYAN desires a judicial determination of his rights and duties, and a
6 judicial determination regarding DEFENDANTS rights and duties with respect to the business
7 and enterprise that is the subject of this lawsuit. Said judicial determination is necessary and
8 appropriate at this time under the circumstances in order that Plaintiff Ryan may ascertain his
9 rights and duties regarding the foregoing issues.

10 SIXTH CAUSE OF ACTION

11 INJUNCTIVE RELIEF

12 43. Plaintiff realleges and incorporates herein by reference each and every allegation
13 in paragraphs 1 to 42, and makes them part of this cause of action as though fully set forth
14 herein.

15 44. As alleged above, DEFENDANTS have taken possession of the ASSETS and
16 seized control of the LLC, and Plaintiff RYAN is informed and believes, and thereon alleges that
17 it has been and remains the intent of DEFENDANTS to retain all assets for DEFENDANT'S
18 own use and benefit and deprive Plaintiff RYAN of any and all assets contributed to the
19 enterprise, and his rightful ownership interest in those assets and assets of the LLC.

20 45. If the ASSETS remain in control of DEFENDANTS the risk of loss is such that
21 Plaintiff will suffer irreparable injury, in that he will be permanently deprived of his rightful
22 ownership interest in those assets and assets of the LLC.

23 46. Injunctive relief is requested to prevent DEFENDANTS from disposing of or
24 otherwise further misappropriating any and all assets of PLAINTIFF and assets of the LLC to
25 which PLAINTIFF has a legal interest but which remain under the dominion and control of
26 DEFENDANT, until the rights and obligations of the parties are determined. Plaintiff does not
27 have a plain, speedy, and adequate remedy in the ordinary course of law.

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52. Plaintiff RYAN has suffered damages, in an amount presently unknown, resulting from DEFENDANT'S invasion of Plaintiff's privacy through use of Plaintiff's name for commercial purposes and promotion of CHAMPTRUCK International LLC, without the knowledge or consent of Plaintiff.

53. The aforementioned acts of said Defendants were willful, wanton, malicious, and oppressive, were undertaken with the intent to defraud, and justify the awarding of exemplary and punitive damages.

PRAYER FOR RELIEF

Wherefore Plaintiff prays for judgment against Defendants, and each of them as follows:

1. For a full and complete, accurate accounting from Defendants concerning events identified in this Complaint and the monies received by Defendants CONDREN and CHAMPTRUCK International LLC from January 2014 to the present. For Defendant's expenditure and disposition of all revenues and assets that were solicited and received by Defendants CONDREN and CHAMPTRUCK International LLC for racing events and motorsports related events involving CHAMPTRUCK International LLC.
2. Upon the rendering of such accounting that the Court determine the property, real or personal, or the proceeds thereof, to which the Plaintiff is lawfully entitled, in whatsoever form and in whatsoever hands they may now be;
3. For an order and declaring that such property or the proceeds therefore is held in constructive trust, that Defendants are constructive trustees, and that the same shall be deposited forthwith in Court by each and every defendant now holding or possessing the same or claiming any right title or interest therein;
4. For damages according to proof;
5. For a Declaration that Plaintiff RYAN is the rightful owner of the ASSETS;
6. For an injunction prohibiting DEFENDANTS, and each of them, and their agents, employees, successors, and/or assigns, from in any matter disposing of or transferring title to the ASSETS;

7. For punitive damages with respect to the Fraud, Conversion, and Invasion of Privacy causes of action;
8. For reasonable attorney's fees, as provided for by contract or law;
9. For costs of suit incurred herein; and
10. For such other relief as the Court deems just and proper.

Dated: March 18, 2016

Respectfully Submitted,

STUCKER & ASSOCIATES

By: 

ROSS A. STUCKER, ESQ.
ATTORNEY FOR PLAINTIFF
MICHAEL C. RYAN

SHORT TITLE:

Ryan vs. Condren, et al.

CASE NUMBER:

PC056955

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 7-10 ☐ HOURS/ ☒ DAYS.

Item II. Indicate the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |
| | 11. Mandatory Filing Location (Hub Case) |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11. 2., 5, 11. 5, 6, 11.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

Judicial Review

Provisionally Complex Litigation

Enforcement
of JudgmentMiscellaneous
Civil ComplaintsMiscellaneous
Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

☐ 1. ☐ 2. ☒ 3. ☐ 4. ☒ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.

ADDRESS:

24456 Brook Court

CITY:

Santa Clarita

STATE:

CA

ZIP CODE:

91321

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Chatsworth courthouse in the North Valley District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd. (a)].

Dated: March 17, 2016


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address):

Ross A. Stucker 89387
 STUCKER & ASSOCIATES
 23942 Lyons Avenue, Suite 204
 Santa Clarita, CA 91321
 TELEPHONE NO.: 661-255-0707 FAX NO.: 661-255-0102
 ATTORNEY FOR (Name): Plaintiff, Michael C. Ryan

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

MAR 21 2016

Sherri R. Carter, Executive Officer/Clerk
 By Steve Orozco Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 9425 Penfield Avenue

MAILING ADDRESS:

CITY AND ZIP CODE: Chatsworth, CA 91311

BRANCH NAME: Noth Valley

CASE NAME: Ryan vs. Condren, et al.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000)
☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ **Counter** ☐ **Joinder**

Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

PC 056955

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☒ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400-3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 c. ☐ Substantial amount of documentary evidence
 d. ☐ Large number of witnesses
 e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify):

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: March 17, 2016

Ross A. Stucker

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

FILED

Superior Court of California
County of Los Angeles

MAY 05 2016 ✓

Sherri R. Carter, Executive Officer/Clerk

By Steve Orozco Deputy

Steven E. Springer (SBN 180874)
Law Offices of Steven E. Springer
16360 Monterey Road, Ste. 180
Morgan Hill, California 95037
Telephone: +1 408 779 4700
Facsimile: +1 408 779 4483

Attorneys for: John Condren,
Interim attorneys for: Champtruck International LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTH VALLEY DISTRICT**

MICHAEL C. RYAN, an individual

Plaintiff,

vs.

**JOHN CONDREN, an individual,
CHAMPTRUCK INTERNATIONAL
LLC, a California limited liability company
and DOES 1-50, inclusive,**

Defendants,

**JOHN CONDREN, an individual,
CHAMPTRUCK INTERNATIONAL
LLC, a California limited liability
company,**

Cross-Complainants,

vs.

**MICHAEL C. RYAN, an individual,
And ROES 1-20, inclusive**

Cross-Defendant,

Case No. PC056955

**DEFENDANTS AND
CROSS-COMPLAINANTS**

**JOHN CONDREN AND CHAMPTRUCK
INTERNATIONAL LLC**

ANSWER to:

**THE UNVERIFIED COMPLAINT OF
MICHAEL C. RYAN**

By Fax

**COMES NOW Defendants and Cross-Complainants answering Plaintiff's Complaint on file
herein, as follows:**

GENERAL DENIAL

Pursuant to §431.30(d) in the Code of Civil Procedure, DEFENDANTS generally and specifically deny each, every and all the allegations in the Complaint and deny that Plaintiff is entitled to the relief prayed for as against answering Defendants or any relief whatsoever as against answering Defendants. This Answer is filed without prejudice to Defendants' right to file a further answer or further response after conducting discovery. Defendants specifically reserve the right to file a cross-complaint which is in process and will follow shortly.

Defendants allege the following affirmative defenses and matters of avoidance with respect to the purported claims for relief alleged in the Complaint

FIRST AFFIRMATIVE DEFENSE

1. FOR A FURTHER, SEPARATE AND DISTINCT DEFENSE, these answering Defendants allege that the Complaint and each alleged cause of action therein, fails to state facts sufficient to constitute a cause of action as to this answering Cross-Defendant

SECOND AFFIRMATIVE DEFENSE

2. FOR A FURTHER, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, the Complaint and each cause of action set forth therein cannot proceed to the extent they are barred in whole, or in part, by the applicable statutes of limitation.

THIRD AFFIRMATIVE DEFENSE

3. FOR A FURTHER, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, the Complaint and each cause of action set forth therein cannot be maintained against Defendants insofar as they are barred by the doctrine of unclean hands, estoppel, waiver and/or laches.

FOURTH AFFIRMATIVE DEFENSE

4. FOR A FURTHER, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, the Complaint and each cause of action set forth therein cannot be maintained against Defendants insofar as they are barred by the res judicata and/or collateral estoppel.

FIFTH AFFIRMATIVE DEFENSE

5. FOR A FURTHER, SEPARATE AND DISTINCT DEFENSE, these answering Defendants allege that Plaintiff and others unrelated to these answering Defendants modified, altered, abused, and/or misused the materials, information and/or funds provided by the Defendants, and such conduct caused and/or contributed to the damages which are alleged in this lawsuit.

SIXTH AFFIRMATIVE DEFENSE

6. FOR A FURTHER, SEPARATE AND DISTINCT DEFENSE, these answering Defendants allege that at the time and place alleged in the Complaint, Plaintiff's damages, if any, was/were proximately caused by Plaintiff's own fault or the fault of others not yet parties to this lawsuit. Plaintiff's recovery, if any, should be reduced proportionately or barred entirely.

SEVENTH AFFIRMATIVE DEFENSE

7. FOR A FURTHER, SEPARATE AND DISTINCT DEFENSE, these answering Defendants allege that at the time and place alleged in the Complaint, Plaintiff failed to mitigate the damages, if any, and such failure proximately caused and/or contributed to the damages, if any, of which. Plaintiff complains. Plaintiff's recovery, if any, should be reduced proportionately or barred entirely.

EIGHTH AFFIRMATIVE DEFENSE

8. FOR A FURTHER, SEPARATE AND DISTINCT AFFIRMATIVE DEFENSE, these answering Defendants reserve the right to subsequently assert and add affirmative defenses to Plaintiff's Complaint, and the part and/or whole thereof, as they become known to these answering Defendants.

PRAYER

WHEREFORE, Defendants, pray for judgment as follows:

- 1) That Plaintiff takes nothing by way of the Complaint and that judgment be entered in favor of these answering Defendants and against Plaintiff on each cause of action contained in the Complaint;
- 2) That this Court award Defendants their costs of suit, including attorney's fees and such other and further relief as this Court may deem proper.
- 3) For such other and further relief as the Court deems just and proper.

Dated: May 2, 2016

Law Offices of Steven E. Springer

By: _____

Steven E. Springer
Attorneys for Cross-Complainant, John
Condren and interim attorneys for
Chamtruck International LLC.

PROOF OF SERVICE (Code Civ. Proc., §§ 1013a)
RYAN V. CONDREN
County of Los Angeles Superior Court Case No. PC 056995

I certify and declare as follows:

I am over the age of 18 years, and not a party to this action. My business address is 16360 Monterey Road, Suite 180, Morgan Hill, CA 95037, which is located in the County where the mailing described below took place.

On the date set forth below, I served a copy of the within:

- 1) Answer to Unverified Complaint, Including Proof of Service
- 2) Cross-Complaint

on the parties in this action, by the following means:

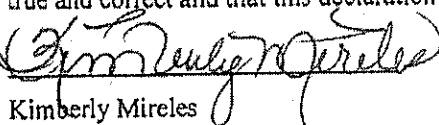
[X] (BY MAIL) I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

[] (BY UPS) I deposited such envelopes to be placed for collection and handling via UPS following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for UPS. On the same day that material is placed for collection, it is picked up by UPS in Morgan Hill, Santa Clara County, California.

[] (BY FAX MACHINE) by transmitting a true copy thereon from sending facsimile machine telephone number (408)779-4483 to the following parties at the receiving facsimile machine numbers shown below. The transmission was completed at M on , reported as complete and without error, and the transmission report attached was properly issued by the transmitting facsimile machine.

[] (BY PERSONAL SERVICE) On at a.m., I caused each such document to be delivered by hand to the addressee(s) noted below.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on, 5/6/2016, at Morgan Hill, California.


Kimberly Mireles

NAMES AND ADDRESSES OR FAX NUMBERS OF EACH PARTY SERVED:

Ross A. Stucker, Esq. Stucker & Associates 23945 Lyons Avenue, Suite 204 Santa Clarita, California 91312 Attorneys for Plaintiff: Michael C. Ryan	
---	--

CASE NO. PC056955
RYAN V. CONDREN, ET AL.

Law Offices of Steven E. Springer
16360 Monterey Road, Ste. 180, Morgan Hill, CA 95037
P. 408-779-4700, F. 408-779-4483

Steven E. Springer (SBN 180874)
Law Offices of Steven E. Springer
16360 Monterey Road, Ste. 180
Morgan Hill, California 95037
Telephone: +1 408 779 4700
Facsimile: +1 408 779 4483

Attorneys for: John Condren,
Interim attorneys for: Champtruck International LLC

FILED
Superior Court of California
County of Los Angeles

MAY 05 2016 ✓

Sherri R. Carter, Executive Officer/Clerk
By Steve Orozco, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTH VALLEY DISTRICT**

MICHAEL C. RYAN, an individual

Plaintiff,

vs.

**JOHN CONDREN, an individual,
CHAMPTRUCK INTERNATIONAL
LLC, a California limited liability company
and DOES 1-50, inclusive,**

Defendants,

**JOHN CONDREN, an individual,
CHAMPTRUCK INTERNATIONAL
LLC, a California limited liability
company,**

Cross-Complainants,

vs.

**MICHAEL C. RYAN, an individual,
And ROES 1-20, inclusive**

Cross-Defendant,

Cross-Complainants JOHN CONDREN and CHAMPTRUCK INTERNATIONAL LLC
(hereinafter "Cross-Complainants") allege as follows:

Case No. PC056955

CROSS-COMPLAINANT'S

CROSS-COMPLAINT FOR:

1. Breach of Contract
2. Breach of Member Duty of Loyalty
3. Breach of Good Faith and Fair Dealing
4. Intentional Interference with Contractual Relations
5. Intentional Interference with prospective economic relations.
6. Negligent Interference with prospective economic relations.
7. Conversion
8. Trade Libel
9. Defamation

By Fax

PARTIES AND JURISDICTION

1. Cross-Complainant JOHN CONDREN (hereinafter "CONDREN"), is an individual who is an individual who is now, and at all times hereinafter mentioned residing in Santa Clara County.
2. Cross-Complainant CHAMPTRUCK INTERNATIONAL LLC (hereinafter "CHAMP") is a Limited Liability Company licensed to operate in California and located in Santa Clara County.
3. Cross-Complainant is informed and believes that Cross-Defendant MICHAEL C. RYAN ("Cross-Defendant") is an individual who is now, and at all times hereinafter mentioned residing in Los Angeles County, City of Santa Clarita.
4. The true names and capacities, whether individual, corporate, associate or otherwise, of Cross-Defendants named herein as Roes 1 through 20, inclusive, are unknown to Cross-Complainants, who therefore sue said Cross-Defendants by such fictitious names. Cross-Complainants will amend this Complaint to include the true names and capacities of said Cross-Defendants when the same have been ascertained. Cross-Complainants are informed and believe and thereon alleges that Roes 1 through 20, inclusive, are liable for some or all of the damages suffered by Cross-Complainant.

RELEVANT FACTS

5. Cross-Defendant and CONDREN, along with two other individuals (not named in this litigation) became partners/members in CHAMPTRUCK INTERNATIONAL LLC in January 2014 by signing a written partnership agreement attached as Exhibit A, ("2014-PA")
6. This agreement provided voting rights to the members in a number equivalent to each member's Capital Account. The combined Capital Accounts of all Partners established the Total Assets of the Partnership (TAP). The percentage of each Partner's Capital Account therefore equal to each Partner's ownership interest.
7. The parties further agreed that each partner would provide \$25,000 as the initial required capital share investment by each partner. This was outlined in the CHAMP Operating Agreement (2014-OA) attached as Exhibit B, signed by all the parties and acknowledged by Cross-Defendant in a January 05, 2015 email to CONDREN.
8. Cross-Defendant CONDREN, the managing partner of CHAMP, drafted an operating agreement for CHAMP in January of 2015 ("2015-OA"). This operating agreement was signed by CONDREN and two other individuals (not named in this litigation). Cross-Defendant did

1 not sign the 2015-OA. Pursuant to: Cal Corp Code § 17704.07(a)(5) the new operating
2 agreement was not adopted.

3 9. On information and belief, the total pro-rata investments in the partnership is \$433,239.56 with
4 contributions as follows: CONDREN 87% and Cross-Defendant 4.2%. Cross-Defendant's
5 4.2% includes Cross-Defendant's alleged business expenses which were not authorized by
6 CHAMP's written agreements. This does not include an additional \$25,000 that was provided
7 to CHAMP from a non-partner in 2015.

8 10. On information and belief, Cross-Defendant's total cash contribution to CHAMPS is \$8,000.
9 Cross-Defendant alleged that he incurred expenses which should be added to his Capital
10 account, however, this was not agreed to by the members/partners.

11 FIRST CAUSE OF ACTION

12 Breach of Contract

13 (Cross-Defendant Ryan and Roes 1-20)

14 11. Cross-Complainants reallege and incorporate herein by reference each and every allegation
15 contained above herein as though set forth in full.

16 12. Cross-Complainants allege on information and belief that all of the original members/partners in
17 CHAMP were obligated to invest \$25,000 in CHAMP as the startup capital in each
18 member/partner's capital account.

19 13. Cross-Complainants allege on information and belief that all original members/partners in
20 CHAMP, except Cross-Defendant, invested \$25,000 into CHAMP as the minimum investment
21 required of each partner/member.

22 14. Cross-Complainants allege on information and belief that Cross-Defendant breached his
23 contractual requirement of an initial investment of \$25,000 by only providing \$8,000 in cash and
24 \$10,500 in alleged expenses not agreed to by the members.

25 15. Cross-Complainants further allege on information and belief that Cross-Defendant breached his
26 contractual requirement of a \$25,000 Capital Account.

27 16. Wherefore, Cross-Complainant prays for Damages against Cross-Defendants in an amount to be
28 determined at trial.

29 SECOND CAUSE OF ACTION

30 Breach of Member's Duty of Loyalty

31 (Cross-Defendant Ryan and Roes 1-20)

32 27. Cross-Complainants reallege and incorporate herein by reference each and every
33 allegation contained above herein as though set forth in full.

1 17. Cross-Complainants allege, on information and belief, that Cross-Defendant violated his
2 Member's Duty of Loyalty, pursuant to Cal. Corp. Code §17704.09 as follows:

- 3 a. Cross-Defendant failed to account to the LLC and hold as trustee for it any property,
4 profit, or benefit derived by the member in the conduct of CHAMP or derived from a use
5 by the member or manager of the LLC's property, including the appropriation of a
6 company opportunity. Corp Code. §17704.09(b)(1).
7 b. Failed to refrain from dealing with the LLC in the conduct CHAMP'S activities as or on
8 behalf of a party having an interest adverse to the LLC. Corp C §17704.09(b)(2).
9 c. Failed to refrain from competing with the LLC. Corp C §17704.09(b)(3).

10 18. Wherefore, Cross-Complainants pray for damages against Cross-Defendants in an amount to
11 be determined at trial

12 **THIRD CAUSE OF ACTION**
13 **GOOD FAITH AND FAIR DEALING [Cal. Corp Code §17704.09(d)]**
14 **(Cross-Defendant Ryan)**

15 19. Cross-Complainant realleges and incorporate herein by reference each and every allegation
16 contained above herein as though set forth in full.

17 20. Cross-Complainants herein alleges, on information and belief, that Cross-Defendant did not
18 discharge his duties to Cross-Complainants in a manner consistent with the obligation of good
19 faith and fair dealing.

20 21. Cross-Complainants allege on information that Cross-Defendant did not act in good faith in the
21 performance of his obligations as a partner/member in CHAMP.

22 22. On information and belief, Cross-Complainants alleges that Cross-Defendant's failure to act in
23 good faith harmed Cross-Complainants.

24 23. Wherefore, Cross-Complainant prays for Damages against Cross-Defendant in an amount to be
25 determined at trial.

26 **FOURTH CAUSE OF ACTION**
27 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
28 **(Cross-Defendant Ryan and Roes 1-20)**

29 24. Cross-Complainants reallege and incorporate herein by reference each and every allegation
30 contained above herein as though set forth in full.

31 25. Cross-Complainants allege on information and belief that:

- 32 a. Cross-Defendant intentionally interfered with the contracts between CHAMPS
33 and and 3rd parties.
34 b. There were contracts between CHAMPS and 3rd party race tracks, promoters and
35 others (OTHERS).
36 c. There were contracts between Cross-Complainants and OTHERS
37 d. Cross-Defendant knew of the contracts

- e. Cross-Defendant's conduct prevented performance and/or made performance more expensive and/or difficult.
- f. Cross-Defendant intended to disrupt the performance of the contracts or knew that disruption of performance was certain or substantially certain to occur.
- g. Cross-Complainants were harmed; and
- h. Cross-Defendant's conduct was a substantial factor in causing Cross-Complainants' harm.

26. Wherefore, Cross-Complainants prays for damages against Cross-Defendant in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS
(Cross-Defendant Ryan and Roes 1-20)

27. Cross-Complainants reallege and incorporate herein by reference each and every allegation contained above herein as though set forth in full.

28. Cross-Complainants allege on information and belief that:

- a. Cross-Defendant intentionally interfered with a relationship between CHAMPS and 3rd parties that probably would have resulted in an economic benefit to CHAMPS.
- b. CHAMPS and 3rd party race tracks, promoters and others (OTHERS) were in an economic relationship that probably would have resulted in a future economic benefit to CHAMPS.
- c. Cross-Defendant knew of these relationships.
- d. Cross-Defendant knew that these relationships would be disrupted by his wrongful conduct.
- e. Cross-Defendant intended to disrupt/damage the relationships.
- f. Cross-Defendant engaged in wrongful conduct through, misrepresentation, fraud, and defamation.
- g. The relationships were disrupted.
- h. Cross-Complainants were harmed.
- i. Cross-Defendant's wrongful conduct was a substantial factor in causing the harm.

29. Wherefore, Cross-Complainants prays for damages against Cross-Defendant in an amount to be determined at trial.

SIXTH CAUSE OF ACTION
NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS
(Cross-Defendant Ryan and Roes 1-20)

30. Cross-Complainants reallege and incorporate herein by reference each and every allegation contained above herein as though set forth in full.

31. Cross-Complainants allege on information and belief that:

- a. Cross-Defendant negligently interfered with a relationship between CHAMPS

1 and 3rd parties that probably would have resulted in an exonomic benefit to
2 CHAMPS.

- 3 b. CHAMPS and 3rd party race tracks, promotors and others (OTHERS) were in an
4 economic relationship that probably would have resulted in a future economic
5 benefit to CHAMPS.
6 c. Cross-Defendant knew or should have known of these relationships.
7 d. Cross-Defendant knew of should have known that these relationships would be
8 disrupted if he filed to act with reasonable care.
9 e. Cross-Defendant failed to act with reasonable care.
10 f. Cross-Defendant intended to disrupt the performance of the contracts or knew
11 that disruption of performance was certain or substantially certain to occur.
12 g. Cross-Defendant engaged in wrongful conduct through, misrepresentation, fraud,
13 and defamation.
14 h. The relationships were disrupted.
15 i. Cross-Complainants were harmed.
16 j. Cross-Defendant's wrongful conduct was a substantial factor in causing the harm.

17 32. Wherefore, Cross-Complainants prays for damages against Cross-Defendant in an amount to be
18 determined at trial.

19 **SEVENTH CAUSE OF ACTION**
20 **CONVERSION**

21 (Cross-Defendant Ryan and Roes 1-20)

22 33. Cross-Complainants reallege and incorporate herein by reference each and every allegation
23 contained above herein as though set forth in full.

24 34. Cross-Complainant CHAMP allege on information and belief that:

- 25 a. Cross-Complainant CHAMP owned/possessed and had a right to possess a 2007
26 Freightliner Columbia vin-- 1FUBA5CK27PX41549.
27 b. Cross-Defendant intentionally and substantially interfered with CHAMP'S property by
28 taking possession of the property and preventing CHAMPS from using the property and
refusing to return the property;
c. Cross-Complainant did not consent;
d. Cross-Complainant was harmed; and
e. Cross-Defendant's conduct was a substantial factor in causing CHAMPS harm.

35. Wherefore, Cross-Complainant prays for damages against Cross-Defendant in an amount to be
determined at trial.

EIGHTH CAUSE OF ACTION
TRADE LIBEL

(Cross-Defendant Ryan and Roes 1-20)

36. Cross-Complainants reallege and incorporate herein by reference each and every allegation
contained above herein as though set forth in full.

1 37. Cross-Complainant CHAMP allege on information and belief that:

- 2 a. Cross-Defendant made a statement(s) that would be clearly or necessarily
3 understood to have disparaged the quality of CHAMP'S product/service;
4 b. The statement(s) was made to a person other than CHAMP;
5 c. The statement(s) was untrue;
6 d. Cross-Defendant knew that the statement(s) was untrue and/or acted with reckless
7 disregard of the truth or falsity of the statement;
8 e. That Cross-Defendant knew or should have recognized that someone else might act
9 in reliance on the statement, causing financial loss;
10 f. That CHAMP suffered direct financial harm because someone else acted in reliance
11 on the statement; and
12 g. That Cross-Defendant's conduct was a substantial factor in causing CHAMP's
13 harm.

14 38. Wherefore, Cross-Complainant prays for damages against Cross-Defendant in an amount to
15 be determined at trial

16 **NINTH CAUSE OF ACTION**
17 **DEFAMATION**

18 (Cross-Defendant Ryan and Roes 1-20)

19 39. Cross-Complainant realleges and incorporates herein by reference each and every allegation
20 contained above herein as though set forth in full.

21 40. Cross-Complainant CONDREN alleges on information and belief that Cross-Defendant harmed
22 CONDREN by making one or more of the following statements to a person other than
23 CONDREN:

- 24 a. "John's [CONDREN] deceptive financial practices have put our third partner —— and
25 I, in legal jeopardy" (sent via email Oct 2015).
26 b. "As it turns out, he has a several decade long history of seemingly fraudulent
27 practices..." (sent via email Oct 2015).
28 c. Additional defamatory statements in Cross-Defendant's Oct 2015 email.

41. Cross-Complainant CONDREN alleges on information and belief that these person(s) reasonably
understood that the statement(s) were about CONDREN

42. Cross-Complainant CONDREN alleges on information and belief that this person(s) reasonably
understood that the statement(s) to mean that CONDREN engaged in fraudulent and deceptive
acts.

43. The statements was/were false; and

44. Cross-Defendant failed to use reasonable care to determine the truth or falsity of the statement(s).

45. Wherefore, Cross-Complainant prays for damages against Cross-Defendant in an amount to be
determined at trial.

WHEREFORE, Cross-Complainants prays for an adjudication as follows:

1. For damages due to a Cross-Defendant's breach of his duty of loyalty, according to proof;
2. For damages due to Cross-Defendant's breach of his duty of good faith and fair dealing, according to proof;
3. For damages due to Cross-Defendant's Intentional Infliction of Harm to Cross-Complainants; according to proof;
4. For damages for Breach of Contract by Cross-Defendant, according to proof;
5. For damages for Conversion by Cross-Defendant, according to proof;
6. For costs of suit incurred herein;
7. For punitive damages; and
8. For such other relief as this Court may deem proper.

Dated: 5/5/2016

Law Offices of Steven E. Springer

By: 

Steven E. Springer
Attorneys for Cross-Complainant, John
Condren and interim attorneys for
Chamtruck International LLC.

DEMAND FOR JURY TRIAL

Cross-Complainants hereby request a trial by jury.

Dated: 5/5/2016

Law Offices of Steven E. Springer

By: 

Steven E. Springer
Attorneys for Cross-Complainant, John
Condren and interim attorneys for
Chamtruck International LLC

EXHIBIT A

PARTNERSHIP AGREEMENT

FILE
COPY

This PARTNERSHIP AGREEMENT is made on 1 January 2014 ("Execution Date") between the following individuals:

Fabien Calvet
10 rue de Partanais
St Orens de Gamesville, 31650 France

Bruce Hanusosky
1 High Tech Ave.
Painesville, OH 44077

Mike Ryan
24456 Brook Ct.
Santa Clarita, CA 91321

John Condren
18305 Llagas Court
Morgan Hill, CA 95037

each hereafter referred to as the Parties or Partners (jointly) and/or a Partner (individually).

1. NAME AND BUSINESS. The Parties hereby form a partnership under the name of CHAMPTRUCK INTERNATIONAL LLC, a California Limited Liability Company. The LLC shall be a single manager company, organized to formally establish a business of promoting, organizing, presenting and conducting motorsports events doing business as (dba) the CHAMPTRUCK WORLD SERIES.

The principal office of the LLC shall be 18305 Llagas Court, Morgan Hill CA 95037 and the partnership shall utilize Post Office Box 1541, Morgan Hill CA 95038 for all mail and correspondence.

2. TERM. The partnership shall begin on the Execution Date and shall continue until terminated or dissolved by means of the provisions stated herein.

3. CAPITAL AND SHARES. The LLC shall establish a treasury of TEN MILLION (10,000,000) common shares.

As of this Execution Date, the LLC hereby issues ONE MILLION (1,000,000) shares from the treasury.

As of this Execution Date, the value per share has been set by the LLC at ONE DOLLAR PER SHARE (US\$1.00). The value per share may be adjusted from time to time by the LLC based on the current valuation of the assets of the LLC.

Shares in the LLC shall be issued to each Partner based on the *pro rata* equity percentage of each Partner. Shares in the LLC may be issued by a vote of the Partners to employees and/or others engaged in the promotion of the LLC.

Seed, development, investment and operating capital AND/OR specific intellectual property AND/OR equipment required for the operation of the LLC and assigned, lien-free, to the LCC AND/OR labor and services shall create and establish a "Capital Account" which will establish the capital contribution of each Partner. A separate capital account shall be maintained for each Partner.

Monetary investments in the LLC shall be valued at face-value in U.S. currency. Non-monetary investments (intellectual property, equipment, labor, services, etc.) shall be valued and agreed upon by a vote of the Partners.

The combined Capital Accounts of all Partners shall establish the "Total Assets of the Partnership" (TAP).

The Capital Accounts of the Partners shall be updated semi-annually (2 January / 2 July) and the total contribution of each Partner shall be reported to the partnership and recorded in the "Minutes of the Partnership" which shall be posted and disseminated to all Partners within 30 days of the semi-annual reporting period.

The Partners agree not to withdraw any part of their capital account.

The percentage of each Partner's Capital Account in relation to the TAP shall reflect the equity proportion in which each Partner shares in the ownership, profits and losses of the partnership.

4. MANAGEMENT: VOTING, DUTIES AND RESTRICTIONS. The Partners shall have exclusive control over the partnership and shall be designated as "Executive Directors" of the LLC. The Executive Directors shall operate as the LLC's Board of Directors.

Each Partner/Executive Director shall have *pro rata* equity voting rights in the management and conduct of the LLC's operation. The combined total (100%) of all FOUR (4) Partner Capital Accounts shall be divided by the Capital Account of each of the FOUR (4) Partners to determine the *pro rata* percentage of "Partner Equity" held by each Partner.

A vote of 75% of the total Partner Equity is required for any Executive Directors and/or Board of Director action.

The Partners shall appoint a CEO to manage the business and execute the role of Manager of the LLC in the conduct of all legal, financial, employee, operational and tax business matters.

Each Partner shall devote an adequate amount of time and/or effort to the conduct of the business and of the partnership. Each Partner shall support the CEO in the execution of his duties.

Without an approving vote and written approval by Executive Directors, no Partner shall, on behalf of the partnership and/or the LLC:

- /// Borrow or lend money;
- /// Make, deliver, or accept any commercial paper;
- /// Execute any mortgage, security agreement, bond, or lease;
- /// Purchase or contract to purchase, or sell or contract to sell any equipment, merchandise or property for or of the partnership;
- /// Issue a company check or other form of company payment; and/or
- /// Enter into any contract or agreement

5. PROFIT AND LOSS. The net profits of the partnership shall be divided *pro rata* between the Partners according to their capital accounts; the net losses shall be borne similarly by them. The Partners agree that all partnership profits shall be reinvested in the partnership for a period of three (3) years from the date of execution of this agreement, unless such date is amended (extended or reduced) by a unanimous vote of the partnership. *Pro rata* losses shall be charged to the Capital Account of each Partner.

Partners are not allowed to maintain a negative Capital Account. If a Partner does not maintain a positive credit balance in their Capital Account, the Partner shall have sixty (60) days from the semi-annual posting of Minutes to increase their capital investment within their Capital Account to remain a Partner.

6. SALARIES AND DRAWINGS. The partnership shall designate which Partners and/or employees shall receive a salary for services rendered to the LLC and at what amount.

7. INTEREST. No interest shall be paid on the Capital Account of any partner or on any subsequent contributions of capital.

8. BANKING. All funds of the partnership shall be deposited in such checking account or accounts as shall be designated by the Partners. Any and all accounts shall have full and complete review by all Partners. The CEO and Manager of the LLC shall have signature power for the account. All payments and/or withdrawals therefrom, in excess of \$5,000 (Five Thousand Dollars), are to be announced to all Partners unless such an amount is amended (extended or reduced) by a vote of the Executive Directors.

9. ACCOUNTING. The partnership's accounting shall be maintained at the principal office of the partnership, and each Partner shall, at all times, have access thereto.

The accounting of the LLC shall be kept on a fiscal year basis, commencing 1 January and ending 31 December, and shall be closed and balanced at the end of each fiscal year. The LLC shall utilize third-party accounting services and prepare quarterly reporting, and shall further employ a qualified CPA for annual tax accounting.

10. VOLUNTARY DISSOLUTION & TERMINATION. The partnership may be dissolved at any time by agreement of the Partners, in which event the Partners shall proceed with reasonable promptness to liquidate the partnership and all assets of the LLC. One Partner may purchase the equity position(s) or shares or entire partnership from the other Partner(s) or, if no Partner is interested in continuing the operations in support of the LLC, the partnership and/or LLC may be sold to a third party. If one Partner decides to sell his shares in the partnership to any remaining Partner(s), the value per share shall be established by dividing the total number of outstanding shares by the stated asset value of the LLC, as determined by the LLC's accountant AND a unanimous agreement of share valuation by the remaining Partner(s). Payment for the interest sold may be made over a period of two (2) years, at the discretion of the Buyer.

No Partner may sell his interest in the partnership to a third party unless it is mutually agreed to by all remaining Partners.

The partnership name shall be sold with the other assets of the LLC. The assets of the partnership and/or LLC shall be used and/or distributed in the following order: (a) to pay or provide for the payment of all partnership and/or business liabilities and liquidating expenses and obligations; and, (b) to the income accounts of the Partners on a *pro rata* basis.

11. DEATH. Upon the death of any Partner, the surviving Partners shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving Partners elect to purchase the decedent's interest, they shall serve notice in writing of such election, within 90 (ninety) days after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir: (a) If the surviving Partners elect to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of his death plus the decedent's income account as at the end of the prior fiscal year, increased by his share of partnership profits or decreased by his share of partnership losses for the period from the beginning of the fiscal year in which his death occurred until the end of the calendar month in which his death occurred, and decreased by withdrawals charged to his income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivor shall nevertheless be entitled to use the trade name of the partnership.; (b) Except as herein otherwise stated, the procedure as to liquidation and distribution of the

assets of the partnership and/or LLC shall be the same as stated in paragraph 10 with reference to voluntary termination.

12. LIMITATIONS IMPOSED BY LAW. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected and such term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


The Agreement contains all agreements of the parties with respect to any matter mentioned in this Agreement. No prior agreement or understanding pertaining to any such matter shall be affected. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

13. DISPUTES & ARBITRATION. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of comity or conflicts of laws thereof.


Any dispute or disagreement that would jeopardize the business and/or its operation and cannot be resolved by the Partners within 30 (thirty) days notice by a Partner to all other Partners will be submitted to the LLC's legal counsel, acting as sole arbiter on behalf of the interest of the LLC, whose decision will be final. Any controversy or legal claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any California court having jurisdiction thereof.

In witness whereof the parties have signed this Agreement and have agreed that execution in counterparts shall be accepted as an original document.


Executed this 1 day of January 2014:



Fabien Calvet



Bruce Hanusosky



Mike Ryan

John Condren

EXHIBIT B



OPERATING AGREEMENT

This OPERATING AGREEMENT is made on 1 April 2014 between:

Bruce Hanusosky
One High Tech Avenue
Painesville, OH 44077

and:

Michael Ryan
24456 Brook Ct.
Santa Clarita, CA 91321

and:

Fabien Calvet
10 rue de Partanais
St Orens de Gamesville, 31650
France

and;

John Condren
18305 Llagas Court
Morgan Hill, CA 95037

and supports the PARTNERSHIP AGREEMENT between these Parties, also referred to as Partners.

1. NAME AND BUSINESS. The Parties have formed a partnership under the name of CHAMPTRUCK INTERNATIONAL LLC and have formed or are in the process of forming a California Limited Liability Company. The principal office of the business shall be 18305 Llagas Court, Morgan Hill CA 95037 with a mailing address of P.O. Box 1541, Morgan Hill CA 95038.

2. DUTIES AND RESPONSIBILITIES. While ALL Partners shall share in the management of the Company (as outlined in the Partnership Agreement), each Partner shall have specific responsibilities and duties adding to the progress of the company:

- Bruce Hanusosky: engineering, fabrication and build of all race trucks and support transport trailers; logistics and race truck transport to events.



- Michael Ryan: marketing, sponsorship and series promotion within the trucking industry.
- Fabien Calvet: competition and technical specialist, marketing and sponsorship.
- John Condren: business and marketing management and event coordination.

3. CAPITAL CONTRIBUTION AND OWNERSHIP

- /// Bruce Hanusosky agrees to invest \$25,000 (Twenty-Five Thousand Dollars) into the partnership.
 - Mr. Hanusosky will be credited for the \$25,000 invested in the development of the LLC's race truck #1, a 2006 Freightliner Columbia.
 - For Mr. Hanusosky's capital contribution, he shall retain 25% (Twenty-Five Percent) of the partnership and total stock within the LLC.
- /// Michael Ryan agrees to invest \$25,000 (Twenty-Five Thousand Dollars) in cash into the partnership.
 - Mr. Ryan will be credited for the \$6,477.90 invested in the development of the company's marketing program.
 - A balance due exists of \$18,522.10.
 - For Mr. Ryan's capital contribution, he shall retain 25% (Twenty-Five Percent) of the partnership and total stock within the LLC.
- /// Fabien Calvet agrees to invest \$25,000 (Twenty-Five Thousand Dollars) in cash into the partnership.
 - For Mr. Calvet's capital contribution, he shall retain 25% (Twenty-Five Percent) of the partnership and total stock within the LLC.
- /// John Condren agrees to invest \$25,000 (Twenty-Five Thousand Dollars) in cash into the partnership.
 - Mr. Condren will be credited for \$22,000 invested in the development of the LLC's race truck #1, a 2006 Freightliner Columbia.
 - Mr. Condren will be credited for \$3,000 of the \$24,927.49 invested in the development of the company's corporate, legal and marketing programs.
 - Mr. Condren shall receive a reimbursement for capital contributions previously made of \$21,927.49.
 - For Mr. Condren's capital contribution, he shall retain 25% (Twenty-Five Percent) of the partnership and total stock within the LLC.

The Partners agree not to withdraw any part of their capital account. The capital accounts of the Partners shall be maintained at all times in the proportions in which the Partners equally share in the profits and losses of the partnership.



Recorded this Thursday, 3 April 2014, for ChampTruck International LLC and provided to all Partners for their records.

A handwritten signature in dark ink, appearing to be "John Condren", is written over a circular stamp. The stamp contains the text "FILED" at the top and "APR 3 2014" at the bottom, indicating the date of recording.

John Condren
Member and Agent for the LLC

PROOF OF SERVICE (Code Civ. Proc., §§ 1013a)
RYAN V. CONDREN
County of Los Angeles Superior Court Case No. PC 056995

I certify and declare as follows:

I am over the age of 18 years, and not a party to this action. My business address is 16360 Monterey Road, Suite 180, Morgan Hill, CA 95037, which is located in the County where the mailing described below took place.

On the date set forth below, I served a copy of the within:

- 1) Answer to Unverified Complaint, Including Proof of Service
- 2) Cross-Complaint

on the parties in this action, by the following means:

[X] (BY MAIL) I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

[] (BY UPS) I deposited such envelopes to be placed for collection and handling via UPS following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for UPS. On the same day that material is placed for collection, it is picked up by UPS in Morgan Hill, Santa Clara County, California.

[] (BY FAX MACHINE) by transmitting a true copy thereon from sending facsimile machine telephone number (408)779-4483 to the following parties at the receiving facsimile machine numbers shown below. The transmission was completed at M on , reported as complete and without error, and the transmission report attached was properly issued by the transmitting facsimile machine.

[] (BY PERSONAL SERVICE) On at a.m., I caused each such document to be delivered by hand to the addressee(s) noted below.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on, 5/5/2016, at Morgan Hill, California.


Kimberly Mireles

NAMES AND ADDRESSES OR FAX NUMBERS OF EACH PARTY SERVED:

Ross A. Stucker, Esq. Stucker & Associates 23945 Lyons Avenue, Suite 204 Santa Clarita, California 91312 Attorneys for Plaintiff: Michael C. Ryan	
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