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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 18 2011

Attorneys for Plaintiff
6 GLENBANK, INC. DBA BRIDGEWATER &
ASSOCIATES AD BA SILVA/BRIDGEWATER
7 Our File No. 905186

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
9 MID-COUNTY REGION, TEMECULA COURT, LIMITED CIVIL

10

11 GLENBANK, INC. DBA BRIDGEWATER)
& ASSOCIATES AD BA)
12 SILVA/BRIDGEWATER)

13 Plaintiff,)
14 v.)

15 RIVERSIDE COUNTY TRAVEL ZONE)
CENTER, INC. AKA RIV CO TRAVEL)
16 ZONE CTR INC DBA ARCO TRAVEL)
ZONE CENTER AD BA RIVERSIDE)
17 COUNTY TRAVEL ZONE CENTER AD BA)
BAJA FRESH MEXICAN GRILL; QSR)
18 EXPRESS, INC. AKA QSR INC.;)
PINNACLE REAL ESTATE HOLDINGS,)
19 INC. AKA PINNACLE REAL ESTATE)
HOLDINGSINC; and DOES 1)
20 through 20, Inclusive,)

21 Defendant(s).)
22

CASE NO. **TEC 1103866**

- COMPLAINT FOR:
1. OPEN BOOK
 2. ACCOUNT STATED
 3. REASONABLE VALUE
 4. BREACH OF CONTRACT
 5. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
 6. UNJUST ENRICHMENT
 7. CONVERSION

Amount of Demand:
\$15,051.01

23 Plaintiff alleges as follows:

24 DEFINITIONS AND PRELIMINARY ALLEGATIONS

25 1. As used herein, the terms "the DEBT" and "said DEBT"
26 refer to the following sum: \$15,051.01;

27 2. As used herein, the term "Due Date" refers to the
28 following date: February 3, 2011;

APR 21 2011

1 3. Plaintiff is a corporation, duly organized and
2 existing under and by virtue of the laws of the State of
3 California.

4 4. Each Defendant named above is a natural person, except
5 Defendants RIVERSIDE COUNTY TRAVEL ZONE CENTER, INC. AKA RIV CO
6 TRAVEL ZONE CTR INC DBA ARCO TRAVEL ZONE CENTER ADBA RIVERSIDE
7 COUNTY TRAVEL ZONE CENTER ADBA BAJA FRESH MEXICAN GRILL; QSR
8 EXPRESS, INC. AKA QSR INC.; PINNACLE REAL ESTATE HOLDINGS, INC.
9 AKA PINNACLE REAL ESTATE HOLDINGSINC, corporations.

10 5. The true names or capacities, whether individual,
11 corporate, associate or otherwise of defendants named herein
12 and Does 1 through 20, inclusive, are unknown to plaintiff who
13 therefore sues said defendants by such fictitious names, and
14 plaintiff will amend its complaint to show their true names or
15 capacities when the same have been ascertained.

16 6. Plaintiff is informed and believes, and thereon
17 alleges, that, at all times mentioned herein, each defendant
18 was the agent, servant and employee of the other defendant, and
19 each of them, in committing the acts and omissions herein
20 mentioned and was acting within the course and cope of said
21 agency, servitude and employment. At all times mentioned
22 herein, each defendant was chargeable with and bound by the
23 knowledge and information received by and on behalf of each
24 other defendant.

25 7. All of the facts of the defendants, and each of them,
26 were ratified and adopted by the acts of their co-defendants,
27 and each of them.

28 //

1 8. Plaintiff is informed and believes and thereon
2 alleges that each Defendant named herein is, and at all times
3 herein mentioned was, an alter-ego and/or successor-in-interest
4 of each other named Defendant, in order to perpetrate a fraud
5 and to accomplish other wrongful and inequitable purposes, such
6 that the Court must disregard the separate entities and treat
7 each entities' acts as set forth herein as if they were done by
8 each of these named defendants.

9 FIRST CAUSE OF ACTION (OPEN BOOK ACCOUNT)

10 (Against All Defendants)

11 9. Plaintiff repeats, realleges and incorporates herein
12 by reference paragraphs 1 through 8 as though fully set forth
13 herein;

14 10. Within four years preceding the commencement of this
15 action, defendant(s), and each of them, became indebted to
16 Plaintiff in the amount of "the DEBT" for a balance due on a
17 book account for goods sold and delivered and/or services
18 rendered by Plaintiff to Defendant(s) at Defendant's request.
19 Said sum has not been paid although payment has been demanded
20 and said DEBT is now due, owing and unpaid, together with
21 interest thereon at the rate of ten percent (10%) per annum
22 since demanded on the due date;

23 11. The DEBT sued upon herein was incurred on or after
24 January 1, 1987, and is subject to the provisions of the
25 California Civil Code Section 1717.5 and that Plaintiff is
26 entitled to be awarded attorney's fees pursuant to said
27 section;

28 //

SECOND CAUSE OF ACTION (ACCOUNT STATED)

(Against All Defendants)

12. Plaintiff repeats, realleges and incorporates herein by reference paragraphs 1 through 8 as though fully set forth herein;

13. Within four years preceding the commencement of this action, an account was stated by and between Plaintiff and Defendants, and each of them, wherein it was ascertained and agreed that said Defendants owed said DEBT to Plaintiff together with interest thereon at the rate of ten percent (10%) per annum from the Due Date;

14. The DEBT sued upon herein was incurred on or after January 1, 1987, and is subject to the provisions of the California Civil Code Section 1717.5 and that Plaintiff is entitled to be awarded attorney's fees pursuant to said section;

THIRD CAUSE OF ACTION (REASONABLE VALUE)

(Against All Defendants)

15. Plaintiff repeats, realleges and incorporates herein by reference paragraphs 1 through 8 as though fully set forth herein;

16. Within two years preceding the commencement of this action Defendants, and each of them, became indebted to Plaintiff for the reasonable value of goods sold and delivered and/or services rendered by Plaintiff to said Defendants at said Defendants' request. The DEBT was and is the reasonable value of said goods and/or services. No part of said DEBT has been paid although payment has been demanded and said DEBT is

1 now due, owing and unpaid together with interest thereon at the
2 rate of ten percent (10%) per annum since demanded on the Due
3 Date;

4 17. The DEBT sued upon herein was incurred on or after
5 January 1, 1987, and is subject to the provisions of the
6 California Civil Code Section 1717.5 and that Plaintiff is
7 entitled to be awarded attorney's fees pursuant to said
8 section;

9 FOURTH CAUSE OF ACTION

10 (BREACH OF CONTRACT)

11 (Against All Defendants)

12 18. Plaintiff repeats, realleges and incorporates herein
13 by reference paragraphs 1 through 8 as though fully set forth
14 herein.

15 19. Plaintiff and Defendants entered into a written
16 agreement, a copy of which is attached hereto and marked
17 Exhibit "1" and incorporated herein by reference as though
18 fully set forth, wherein Defendants requested that Plaintiff
19 render planning and evaluation services for Defendants'
20 proposed Baja Fresh Mexican Grill restaurant, including, but
21 not limited to, space allocation evaluation, basic floor
22 planning, itemized list of equipment requirements, electrical
23 and plumbing planning, equipment curb and depression planning,
24 refrigeration engineering planning, hood, exhaust and air
25 system requirements, equipment section and elevations, food
26 service equipment detailed specifications, and interior design
27 services. As payment for Plaintiff's planning services,
28 expertise and resources, Defendants agreed to pay Plaintiff a

1 flat fee of \$2,000.00 and further agreed to purchase from
2 Plaintiff all furnishings, fixtures and equipment identified by
3 Plaintiff pursuant to said plans at a purchase price for all
4 items which includes a profit to Plaintiff of twelve percent
5 (12%).

6 20. Within four years preceding the commencement of this
7 action, pursuant to said agreement, Plaintiff rendered the
8 planning and evaluation services specified therein to said
9 Defendants at Defendants' instance and request. Defendants
10 breached that portion of the agreement requiring Defendants to
11 utilize the services of Plaintiff in purchasing furnishings,
12 fixtures and equipment from Plaintiff pursuant to said plans.

13 21. Plaintiff repeatedly demanded that Defendants
14 purchase the furnishings, fixtures and equipment from Plaintiff
15 at the pricing structures set forth in the agreement, but
16 Defendants have refused and continue to refuse to perform under
17 the agreement.

18 22. Plaintiff has duly and fully performed each and every
19 promise, term and condition of said agreement on its part to be
20 performed.

21 23. Said agreement further provides that if legal action
22 be taken to collect any sums due and owing thereunder,
23 Defendants shall pay reasonable attorneys fees necessitated
24 thereby. Plaintiff has employed the Law offices of KENNETH J.
25 FREED to prosecute this action, and thereby has paid, and will
26 pay attorneys fees for legal services rendered. Plaintiff thus
27 requests this Court to award it reasonable fees according to
28 proof;

1 FIFTH CAUSE OF ACTION

2 (BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING)

3 (Against All Defendants)

4 24. Plaintiff repeats, realleges and incorporates herein
5 by reference paragraphs 1 through 8 and 19 through 23 as though
6 fully set forth herein;

7 25. The Agreement contains an implied covenant of good
8 faith and fair dealing, pursuant to which Defendants agreed to
9 deal in good faith and fairly with Plaintiff, and to avoid any
10 act that would deprive Plaintiff of the benefits of the
11 agreement.

12 26. Notwithstanding this implied covenant, by contracting
13 for and making use of the expertise, resources and work product
14 of Plaintiff and then failing and refusing to purchase the
15 furnishings, fixtures and equipment from Plaintiff at the
16 pricing structures set forth in the Agreement, Defendants
17 wrongfully breached the Agreement and the covenant of good
18 faith and fair dealing.

19 27. Plaintiff demanded that Defendants purchase the
20 furnishings, fixtures and equipment from Plaintiff at the
21 pricing structures set forth in the Agreement, but Defendants
22 refused and continue to refuse to perform under the Agreement.

23 28. Plaintiff has fully performed all of the terms and
24 conditions required of Plaintiff by the terms of the agreement,
25 except those waived, excused or prevented by Defendants, and
26 Defendants' performance have not been excused.

27 29. Such actions by Defendants materially breached the
28 implied covenant of good faith and fair dealing.

1 30. As a direct and proximate result of Defendants'
2 breach of the implied covenant of good faith and fair dealing,
3 Plaintiff suffered damages in the amount of \$15,051.01, and the
4 sum of \$15,051.01 is now due, owing and unpaid, together with
5 interest thereon at the rate of ten percent (10%) per annum
6 from the Due Date;

7 SIXTH CAUSE OF ACTION

8 (UNJUST ENRICHMENT)

9 (Against All Defendants)

10 31. Plaintiff repeats, realleges and incorporates herein
11 by reference paragraphs 1 through 30 as though fully set forth
12 herein;

13 32. Plaintiff rendered and supplied at the request and
14 for the benefit of the Defendants certain services including,
15 but not limited to, space allocation evaluation, basic floor
16 planning, itemized list of equipment requirements, electrical
17 and plumbing planning, equipment curb and depression planning,
18 refrigeration engineering planning, hood, exhaust and air
19 system requirements, equipment section and elevations, food
20 service equipment detailed specifications, and interior design
21 services.

22 33. Plaintiff is informed and believes, and, based
23 thereon alleges, that Defendants have received work, labor,
24 services, materials and the benefit of Plaintiff's expertise,
25 resources and work product worth the sum of \$17,051.01.
26 Defendants have paid only the sum of \$2,000.00, and Plaintiff
27 is entitled to receive the remaining sum of \$15,051.01 as a
28 result of Defendants' failure and refusal to pay said DEBT

1 although payment has been demanded. Defendants have therefore
2 been unjustly enriched in this amount, in addition to interest
3 earned thereon.

4 34. As a direct and proximate result of the foregoing,
5 Defendants have been and shall be unjustly enriched in an
6 amount in excess of \$15,051.01 wrongly and unjustifiably
7 retained. Plaintiff is entitled to restitution of this
8 amount, in addition to interest thereon.

9 SEVENTH CAUSE OF ACTION

10 (CONVERSION)

11 (Against All Defendants)

12 35. Plaintiff refers to paragraphs 1 through 34 of this
13 complaint and incorporate same herein as though set forth in
14 full.

15 36. At all times herein mentioned, Plaintiff was and
16 still is the owner of all drawings and specifications in
17 connection with Plaintiff's planning and evaluation services
18 for Defendants' proposed Baja Fresh Mexican Grill restaurant,
19 including, but not limited to, space allocation evaluation,
20 basic floor planning, itemized list of equipment requirements,
21 electrical and plumbing planning, equipment curb and depression
22 planning, refrigeration engineering planning, hood, exhaust and
23 air system requirements, equipment section and elevations, food
24 service equipment detailed specifications, and interior design
25 services, worth the value of \$17,051.51.

26 37. Plaintiff is informed and believes, and based
27 thereon, alleges that Defendants, and each of them, have
28 converted Plaintiff's planning services, expertise, resources,

1 and work product worth the value of \$17,051.51, for Defendants'
2 own use.

3 38. As a direct result of Defendants' conversion,
4 Plaintiff has suffered a complete loss of the use of its
5 planning services, expertise, resources and value of the
6 drawings and specifications in connection with Plaintiff's
7 planning and evaluation services for Defendants' proposed Baja
8 Fresh Mexican Grill restaurant, including, but not limited to,
9 space allocation evaluation, basic floor planning, itemized
10 list of equipment requirements, electrical and plumbing
11 planning, equipment curb and depression planning, refrigeration
12 engineering planning, hood, exhaust and air system
13 requirements, equipment section and elevations, food service
14 equipment detailed specifications, and interior design
15 services, in the remaining sum of \$15,051.51 and are entitled
16 to a recovery of damages, including those damages pursuant to
17 Civil Code §3336, namely the value of the property at the time
18 of conversion with interest and fair compensation for efforts
19 to obtain said property.

20 WHEREFORE, plaintiff prays for judgment against
21 defendants, and each of them, as follows:

22 AS TO THE FIRST, SECOND AND THIRD CAUSES OF ACTION

23 1. For the sum of \$15,051.01, together with interest
24 thereon at the rate of ten percent (10%) per annum from
25 February 3, 2011;

26 2. For costs of suit herein;

27 3. For attorney's fees pursuant to California Civil Code
28 Section 1717.5; and

1 4. For such other and further relief as the Court may
2 deem just and proper.

3 AS TO THE FOURTH CAUSE OF ACTION:

4 1. For the sum of \$15,051.01, together with interest
5 thereon at the rate of ten percent (10%) per annum from
6 February 3, 2011;

7 2. For costs of suit herein;

8 3. For reasonable attorney's fees; and

9 4. For such other and further relief as the Court may
10 deem just and proper.

11 AS TO THE FIFTH CAUSE OF ACTION:

12 1. For the sum of \$15,051.01, together with interest
13 thereon at the rate of ten percent (10%) per annum from
14 February 3, 2011, in addition to sums not yet ascertained, all
15 in amounts according to proof at time of trial;

16 2. For costs of suit herein; and

17 3. For such other and further relief as the Court may
18 deem just and proper.

19 AS TO THE SIXTH CAUSE OF ACTION:

20 1. For the sum of \$15,051.01, together with interest
21 thereon at the rate of ten percent (10%) per annum from
22 February 3, 2011;

23 2. For costs of suit incurred herein; and

24 3. For such other and further relief as the court deems
25 just and proper.

26 AS TO THE SEVENTH CAUSE OF ACTION:

27 1. For the value of the property converted in the
28 remaining sum of \$15,051.01;

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2. For interest at the legal rate on the foregoing sum pursuant to Section 3336 of the Civil Code, from February 3, 2011;

3. For damages for time and money properly expended in pursuit of the converted property in an amount according to proof at the time of trial;

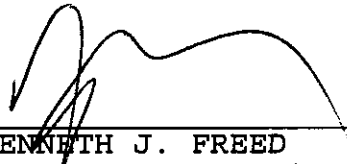
4. For costs of suit herein incurred; and

5. For such other and further relief as the court may deem proper.

DATED: April 12, 2011

LAW OFFICES OF KENNETH J. FREED

By:



KENNETH J. FREED
Attorney for Plaintiff
GLENBANK, INC. DBA
BRIDGEWATER & ASSOCIATES
ADBA SILVA/BRIDGEWATER

SILVA / BRIDGEWATER

#911725

DESIGN/PURCHASE AGREEMENT

This Design Agreement between SILVA/BRIDGEWATER, hereinafter referred to as SILVA., and the undersigned, hereinafter referred to as Purchaser, is entered into with reference to the following: Purchaser requests that SILVA complete the services as indicated in Paragraph 1 below for the proposed BAJA FRESH MEXICAN GRILL installation at the PERRIS, CALIFORNIA and thereafter, provide the furnishings, fixtures and equipment for said installation(s) pursuant to said plans and specifications. SILVA is in turn, agreeable to rendering all of the services and providing all the items required for such locations, upon the terms and conditions set forth herein.

1. **Services To Be Performed:** Purchaser hereby authorizes SILVA to proceed with the preparation and completion of the services designated below:
 1. **Space Allocation Evaluation:** This portion of the planning must be completed before any of the design or engineering indicated below are processed.
 2. **Basic Floor Plan**
 3. **Itemized List of Equipment Requirements**
 4. **Food Service Equipment Electrical Plan**
 5. **Food Service Equipment Plumbing Plan**
 6. **Equipment Curb & Depression Plan**
 7. **Refrigeration Engineering Plan**
 8. **Hood Drawings to Include Exhaust & Make-up Air System Requirements**
 9. **Equipment Section & Elevations**
 10. **Food Service Equipment Detailed specifications**
 11. **Interior Design Services**
(See Addendum attached for scope of work.)

The services Purchaser has authorized consist of the following numbered items:

2,3,4,5,8,9 & 10 AM (Initials)

Purchaser acknowledges that SILVA is not an architect or engineer and is not responsible for obtaining any building permits that may be required under state or local laws and/or codes.

2. **Consultation With Purchaser:** SILVA will consult with Purchaser regarding all services to be performed as specified in Paragraph 1 and will complete same within a reasonable period of time.

SILVA does not perform architectural, mechanical, electrical, heating and ventilation or structural engineering services. Our drawings provide the plumbing and electrical locations and requirements for equipment per the approved floor plan and equipment selected. Make-up Air requirements and refrigeration engineering are for the architect and/or mechanical contractors to properly size electrical panels, air conditioning systems and plumbing systems, and to allow completion of all building requirements in conjunction with our plans.

3. **Compensation for Services:** As compensation for services rendered as authorized, purchaser agrees to pay as follows:

- A. \$2,000.00 Flat Fee
- B. Any changes to completed stages of SILVA work resulting from revised ideas, structural or mechanical exigencies will be made on a time/cost basis. Such changes and revisions will be made upon receipt of Client's written order.
- C. An initial deposit of \$1,000.00 is required at the time of signing this agreement. This sum will be applied to the final invoice. Final invoice upon completion of plans.
- D. Charges for all services shall be invoiced monthly.

4. **Pricing Structures:** The purchase price for all of the items supplied shall include a profit to SILVA of 12%. Profit shall be computed in accordance with the following formula:

Of each dollar of the purchase price, \$.88 shall represent costs and \$.12 shall represent profit. The term "costs" used herein shall consist of all invoice amounts, not including cash discounts and volume rebates bill to SILVA by suppliers and/or labor for materials and

equipment, plus applicable sales tax, if any. Purchases shall be payable in cash.

5. **Ownership of Documents:** Drawings and specifications, as instruments of service are, and shall remain the property of SILVA until all invoices are paid in full. They are not to be used by the owner on other projects or extensions to this project, except by agreement, in writing and with appropriate compensation to SILVA. Drawings sent via E-mail.
6. Should costs be incurred by either party to satisfy the terms of this Agreement, the prevailing party shall be entitled to reasonable reimbursement, including any expenses of litigation. Purchaser acknowledges that SILVA is not an architect.
7. This agreement shall be governed and be subject to the laws of the State of California.
8. In witness whereof, this agreement has been executed in duplicate

in Los Angeles, California on this 29th day of OCTOBER, 2009.

Ali Mazarei
Chief Operating Officer
Riverside County Travel Zone Center, Inc.
Dba ARCO Travel Zone Center
Pinnacle Real Estate Holdings, Inc.
T: 951-943-9246
F: 951-940-9221
C: 714-715-1685
amazarei@travelzonecenter.com

Signature: 

Date: 10/29/09

SILVA /BRIDGEWATER

By: 
O.J. Freed

Date: 10-29-09

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): KENNETH J. FREED, ESQ. [SBN125349] F#905186 LAW OFFICES OF KENNETH J. FREED 14226 VENTURA BLVD., P.O. BOX 5914 SHERMAN OAKS, CA 91413 TELEPHONE NO.: (818) 990-0888 FAX NO.: FAX(818)990-1047 ATTORNEY FOR (Name): Plaintiff, F#905186		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 41002 County Center Drive MAILING ADDRESS: Same as Above CITY AND ZIP CODE: Temecula, CA 92390 BRANCH NAME: Temecula Court, Limited Civil		
CASE NAME: GLENBANK, INC. V. RIVERSIDE COUNTY TRAVEL ZONE CENTER		
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: TEC 1103866 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 <input type="checkbox"/> Auto (2) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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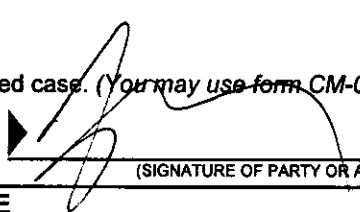
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 7

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: 4/12/2011

KENNETH J. FREED, ESQ. (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.

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
41002 County Center Drive
Temecula, CA 92591
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR CASE MANAGEMENT PURPOSES

GLENBANK INC

vs.

CASE NO: TEC 1103866

RIVERSIDE COUNTY TRAVEL ZONE CENTER INC

TO:

This case has been assigned to the HONORABLE Judge Michael S. Hider in Department T1 for case management purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

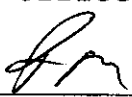
The filing party shall serve a copy of this notice on all parties.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside and I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing Notice and Order of Assignment to Department for Case Management Purposes on this date by depositing said copy as stated above.

Dated: 04/20/11

Court Executive Officer/Clerk

By  Deputy Clerk
RAYLENE T MORALES

Notice 'CAD' has been printed for the following Attorneys/Firms
or Parties for Case Number TEC1103866 on 4/20/11:

LAW OFFICES OF KENNETH JFREED
14226 VENTURA BOULEVARD
P.O. BOX 5914
SHERMAN OAKS, CA 91413

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
41002 County Center Drive
Temecula, CA 92591
www.riverside.courts.ca.gov

NOTICE OF ORDER TO SHOW CAUSE HEARING

GLENBANK INC:

vs.

CASE NO. TEC1103866

RIVERSIDE COUNTY TRAVEL ZONE CENTER INC

TO:

You are hereby noticed to personally appear on 04/12/12 in
Department T1 at 10:00 am/pm regarding:

Hearing re: Order to Show Cause why sanctions should not be
issued against Plaintiff for Failure to file Default Judgment
pursuant to CRC 3.740 (Temecula).

"Sanctions" (as that term is used herein) includes, but is not limited to, all remedies available to the court pursuant to Cal. Code of Civil Procedure secs. 128.7, 177.5, 575.2, the California Rules of Court, Riverside Local Rules of Court and/or any other statute or existing case precedent. Sanctions may include, but are not limited to, monetary fines and penalties, reasonable attorneys' fees, dismissal of the action or proceeding or any part thereof, striking of all or any part of any pleadings, entry of judgment, and/or any other penalties authorized by law.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See CA Rules of Court, rule 1.100.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing notice on this date, by depositing said copy as stated above.

Dated: 04/20/11

Court Executive Officer/Clerk

By:


RAYLENE T MORALES, Deputy Clerk

ac:hscj1

Notice 'OSCFT' has been printed for the following Attorneys/Firms
or Parties for Case Number TEC1103866 on 4/20/11:

LAW OFFICES OF KENNETH JFREED
14226 VENTURA BOULEVARD
P.O. BOX 5914
SHERMAN OAKS, CA 91413