

Andrea Visveshwara

From: boudames@comcast.net
Sent: Thursday, August 18, 2016 3:48 PM
To: Andrea Visveshwara
Subject: Emeryville Sport Fishing
Attachments: Compexpress Vs. Stone Summons.pdf; Signed purchase agreement.pdf

Hello Andrea,

Enclosed the sales contract between Compexpress, Inc. and Craig Stone DbA Emeryville Sport Fishing.

Enclosed complaint Compexpress Vs. Stone.

Regards,

Tony Boudames, President
Compexpress Inc.
510 739 1000

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and executed as of March 11th, 2016 by and between Emeryville Sport Fishing, a California company, ("Seller"), and COMP EXPRESS, INC., a California corporation ("Purchaser").

RECITALS

Seller operates the Bait Shop and fishing charter located at 3310 Powel Street, Emeryville, California ("Bait Shop"). Seller has agreed to sell, and Purchaser has agreed to purchase, certain assets of the Bait Shop as set forth below. Purchaser has agreed to enter into a new lease for the premises where the Bait Shop operates its business (the "Premises"). Seller and Purchaser agree to open an Escrow Account in California. From and after the closing of the transactions described herein (the "Closing"), Purchaser will operate the Bait Shop.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereto, and the faithful performance thereof, the parties agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Sale and Transfer of Assets. On the terms and subject to the conditions of this Agreement, Seller shall sell, convey, transfer, and deliver to Purchaser all of Seller's right, title and interest in and to the following assets of the Bait Shop (the "Purchased Assets"):

1.1.1 Equipment. All of the equipment, furnishings, furniture, signs, trade fixtures and other fixed assets of Seller used in or located upon the Premises as of the date hereof, a complete list of which is attached hereto as Schedule 1.1.1 and incorporated herein by reference ("Equipment").

1.1.2 Inventories. All inventories of Seller of fishing products, operating supplies used in or located upon the Premises as of the Closing Date (the "Inventories").

1.1.3 Intangibles. All rights of Seller under all permits and licenses maintained by and used in the operation of the Bait Shop, including business license(s) and occupancy permit(s), to the extent Seller's rights in such licenses are transferable, all advertising materials located at the Premises, and phone numbers ("Intangible Business Value"), Purchaser shall be authorized to utilize the Emeryville Sport Fishing Marks for the continued operation of the Bait Shop pursuant to the agreement.

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1.2 The Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be Ten Thousand Dollars (\$10,000.00), due and payable as follows:

- (a) Five Thousand Dollars (\$5,000.00) was paid to Seller as a Good Faith deposit made payable to Emeryville Sport Fishing on March 11 2016.
- (b) A Promissory Note of Purchaser to Seller (the "Note") for Five Thousand Dollars (\$5,000.00) (the "Note") in the form attached hereto as Exhibit C, and incorporated herein by this reference. The Note shall be secured by a UCC-1 filing against the assets of the Bait Shop. The Note shall be paid as follows: Five Thousand Dollars (\$5,000.00) to be paid no later than April 30, If escrow closes after the scheduled payment date, the final payment shall be postponed until the close of escrow.

1.3 Liabilities. None assumed.

1.4 Allocation of Purchase Price. The purchase price of the Purchased Assets shall be allocated as follows:

Equipment and Furniture	\$500.00
Inventories	\$1,500.00
Intangible Business Value,	
Non-competition	\$8,000.00

Each of the parties agrees to report this transaction for state and federal tax purposes in accordance with this allocation of the purchase price.

2. LEASE

Purchaser shall enter into a new lease with the landlord for the Premises located at the address set for above (the "Lease").

3. CLOSING

3.1 Closing Date. Subject to the conditions set forth in this Agreement, or if mutually agreed to by the parties and all conditions to Closing have been deemed satisfied or waived, on or before April 30th, 2016 ("Closing Date").

3.2 Seller's Obligations at the Closing. At the Closing, Seller shall execute and deliver or cause to be delivered to Purchaser:

- (a) A Bill of Sale in the form attached hereto as Exhibit "A" transferring and conveying the Purchased Assets to Purchaser or its nominee;

C.S. C.S. C.S.

- (b) An Assignment of Intangibles in the form attached hereto as Exhibit "B" transferring and assigning all rights and interests of Seller in and to all licenses, permits and intangible property rights which constitute a part of the Purchased Assets;
- (c) Verification that all City, State and Federal taxes, withholdings, or other government payments are current. Simultaneously, with the consummation of the transfer, Seller, through its officers, agents, and employees, shall put Purchaser into full possession and enjoyment of all the Purchased Assets to be conveyed and transferred by this Agreement.

3.3 **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall execute and deliver to Seller the following instruments and documents against delivery of the items specified in Section 3.2:

- (a) A in the amount of the \$5,000.00 payable to Emeryville Sport Fishing;
- (b) The executed Note;

4. **EXCISE AND PROPERTY TAXES; PRORATIONS**

Purchaser shall pay all sales, use and transfer taxes arising out of the transfer of the Purchased Assets. Purchaser shall not be responsible for any business, occupation, withholding or similar tax, or for any taxes of any kind related to any period before the Closing Date.

All state, county and local taxes assessed against the Purchased Assets, including personal property taxes, if any, and all rents, utility charges, service or user fees charged or billed to Seller on account of its ownership of the Purchased Assets or its occupancy of the Premises, shall be prorated between Seller and Purchaser as of the Closing Date.

Any purchases of Inventories, or other expenses, assumed by Seller on behalf of Purchaser will be reimbursed by Purchaser.


5. **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants as follows:

5.1 **Organization, Good Standing, and qualification.** Seller is a company duly organized, validly existing, and in good standing under the laws of the State of California. Seller has all necessary corporate powers and authority to own its properties and to carry on its business as now owned and operated by it.

5.2 **Title to Assets.** Seller has good and marketable title to the Purchased Assets being conveyed hereby, free and clear of all liens or encumbrances of any kind.

5.3 **Litigation.** There is no litigation or proceeding pending, or to Seller's knowledge threatened, against or relating to Seller, its properties or business, which would restrict Seller's ability to perform its obligations under this Agreement.

C.S. C.L. 

5.4 Contracts and Leases. Seller has no presently existing contracts or commitments affecting the Purchased Assets which extend beyond the Closing Date, except as set forth on Schedule 5.4, attached to this Agreement, if any. All contractual matters listed on Schedule 5.4 shall be and remain the sole obligation of Seller, unless expressly assumed by Purchaser.

5.5 Taxes. Seller has filed all federal, state and local tax returns and reports required to be filed by Seller with respect to any federal, state or local taxes, assessments, interest or penalties, and all such returns and reports are true, complete and accurate, and Seller has paid all applicable federal, state and local taxes, assessments, interests and penalties, including but not limited to sales, use, excise, franchise, income, social security, payroll, real property and personal property taxes required to have been paid to date. All workers compensation premiums, unemployment insurance and other related employee programs have been paid in full and all necessary reporting information has been filed. Seller shall pay all taxes due as a result of the operation of the Bait Shop up to the Closing Date

5.6 Reliance. The foregoing representations and warranties have been made by Seller with the knowledge and expectation that Purchaser is placing complete reliance thereon, and all such representations and warranties shall survive the Closing.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants as follows:

6.1 Organization and Standing. Purchaser is a corporation duly organized and validly existing and in good standing under the laws of the State of California;

6.2 Authority to Perform. Purchaser has full and complete authority to enter into this Agreement and to perform its obligations under this Agreement. If a corporation, limited liability company or partnership, Purchaser has taken all requisite action necessary to authorize the execution and delivery of this Agreement and the sale contemplated hereby and the execution and consummation of this Agreement will not violate Purchaser's Articles of Incorporation, Bylaws, Articles of Organization, Operating Agreement or Partnership Agreement, as the case may be; the execution and consummation of this Agreement will not violate any applicable law, rule or regulation of any governmental body with jurisdiction over Purchaser.

6.3 Litigation. There is no litigation or proceeding pending, or to Purchaser's knowledge threatened, against or relating to Purchaser, its properties or business, which would restrict Purchaser's ability to perform its obligations under this Agreement.

6.4 Solvency. Purchaser is solvent, is not in the hands of a receiver, and there is no application for receivership pending and no proceedings are pending or threatened by or against Purchaser of bankruptcy or reorganization in any state or federal court.

6.5 Approvals and Consents. No consent, authorization or waiver by or filing with any governmental agency or any other person not a party to this Agreement is required to be obtained or made by Purchaser in connection with the execution or performance of this Agreement or the taking of any action contemplated hereby.

6.6 Reliance. The foregoing representations and warranties have been made by Purchaser with the knowledge and expectation that Seller is placing complete reliance thereon, and all such representations and warranties shall survive the Closing.

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7. SELLER'S OBLIGATIONS BEFORE CLOSING

7.1 Conduct of Business. Seller shall not engage in any sale or enter into any transaction, contract or commitment, or incur any liability or obligation, or make any disbursement relating to the Purchased Assets, which is not in the ordinary course of business. Seller shall use its best efforts to preserve the Purchased Assets and the Bait Shop in good order and to keep available for Purchaser all the present employees of Seller and to preserve the good will of suppliers, customers and others having business relationships with Seller.

7.2 Maintenance of Purchased Assets; Insurance. Seller shall repair and maintain the Purchased Assets in the same condition as such property is in on the date this Agreement is executed, ordinary wear and tear excepted, and Seller shall carry and continue in full force through the Closing Date such fire and extended coverage, and theft, liability or other insurance as will adequately protect and insure the Purchased Assets against damage, destruction and loss.

7.3 Notice. Seller will give Purchaser prompt written notice of any and all events prior to the Closing Date which materially relate to any term of this section.

8. CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

The obligations of Seller to sell, transfer and assign the Purchased Assets under this Agreement are subject to the satisfaction, at or before the Closing, of all the following conditions:

8.1 Accuracy of Purchaser's Representations and Warranties. All representations and warranties by Purchaser contained in this Agreement or in any written statement delivered by Purchaser under this Agreement shall be true on and as of the Closing as though such representations and warranties were made on and as of that date.

8.2 Purchaser's Performance. Purchaser shall have performed and complied with all covenants and agreements, and satisfied all conditions that it is required by this Agreement to perform, comply with, or satisfy, before or at the Closing.

8.3 Necessary Actions. Purchaser shall have taken any necessary actions to authorize it to enter into this Agreement.

8.4 Absence of Litigation. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transaction contemplated by this Agreement or to its consummation, shall have been instituted or threatened on or before the Closing Date.

9. SELLER'S OBLIGATIONS AFTER CLOSING

Seller shall indemnify, defend and hold harmless Purchaser against and in respect of any and all damages, suits, actions, proceedings, judgments, claims, costs and expenses (including reasonable attorneys' fees) that it shall incur or suffer, which arise, result from or relate to (a) any breach of or failure by Seller to perform, any of its representations, warranties, covenants or agreements in this Agreement, or (b) which arise or result from Seller's operation of the Bait shop prior to the Closing Date, or (c) any liability not assumed by Purchaser.

C.S



Seller will not engage directly or indirectly or through any corporations, in any business, enterprise or employment that is directly competitive with the Emeryville sport fishing within hundred (100) miles of the Exclusive area of the Premises. In the event any provision of this clause shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this clause shall not be void, but such provision shall be limited to the extent necessary to make it valid and enforceable.

10. PURCHASER'S OBLIGATIONS AFTER CLOSING

Purchaser shall indemnify, defend and hold harmless Seller against and in respect of any and all damages, suits, actions, proceedings, judgments, claims, costs and expenses (including reasonable attorneys' fees) that it shall incur or suffer, which arise, result from or relate to (a) any breach of or failure by Purchaser to perform, any of its representations, warranties, covenants or agreements in this Agreement, or (b) which arise or result from Purchaser's operation of the Bait Shop on or after the Closing Date, or (c) any liability assumed by Purchaser.

11. BULK SALES LAW

Escrow shall give notice, under the provisions of relevant state statute of the bulk transfer contemplated by this Agreement, to the extent such law is applicable to this transfer.

12. COSTS

12.1 Finder's or Broker's Fees. Each of the parties represents and warrants that it has dealt with no broker or finder in connection with any of the transactions contemplated by this Agreement, and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions.

Seller and Purchaser each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage, commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

12.2 Expenses. Each of the parties shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement. Purchaser shall pay escrow fees.

13. DISCLAIMER OF WARRANTIES

THE PURCHASED ASSETS ARE BEING SOLD "AS IS" AND "WITH ALL FAULTS" AND PURCHASER ACKNOWLEDGES THAT THERE IS NO IMPLIED WARRANTY THAT THE PURCHASED ASSETS SHALL BE MERCHANTABLE, OR ANY IMPLIED WARRANTY THAT THE PURCHASED ASSETS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT HE HAS INSPECTED THE PURCHASED ASSETS TO HIS SATISFACTION, AND THAT HE IS NOT RELYING UPON SELLER'S SKILL OR JUDGMENT IN SELECTING AND EVALUATING ANY PORTION OF THE PURCHASED ASSETS.

Seller will transfer to Purchaser all manufacturer's warranties on the Purchased Assets, if any, to the extent Seller's interests therein are legally transferable.

C.S



14. MISCELLANEOUS PROVISIONS

14.1 Effect of Headings. The subject headings of the articles, sections, paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the text, construction or interpretation of any of its provisions.

14.2 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14.3 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.4 Escrow Instructions. This Agreement shall serve as the escrow instructions for this transaction subject to the addition of the customary provisions and format of the escrow holder.

14.5 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and its successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

14.6 Assignment. This Agreement shall not be assignable in whole or in part by any party hereto without the prior written consent of all other parties to this Agreement.

14.7 Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, accounting fees and other reasonable fees and costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

C.S.



14.8 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid and properly addressed as follows:

To Seller at: 3310 Powel street
Emeryville, CA
94539

← CRAIG STONE
1063 48th ST
Emeryville CA, 94608

To Purchaser at:
44739 Aguila Terrace
Fremont, CA 94539

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

14.9 Governing Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The parties agree that any action brought by either party against the other in any court, whether federal or state, will be brought exclusively in either a state court in the County of Alameda, State of California, or in the District Court for the Central District of the State of California.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year first above written.

Seller:

Emeryville Sport Fishing

Purchaser:

COMP EXPRESS, INC.

President

Craig Stone

EXHIBIT "A"

BILL OF SALE

THIS BILL OF SALE, made as March 11, 2016 by Emeryville sport fishing ("Seller")

WHEREAS, Seller and COMP EXPRESS, INC. ("Purchaser") entered into that certain Purchase Agreement dated as of March 11th, 2016 (the "Agreement"), providing for the sale, assignment, transfer and conveyance by Seller to Purchaser of all the Equipment (as defined in the Agreement) relating to the Bait Shop located at 3310 Powel Street Emeryville, California (the "Bait Shop").

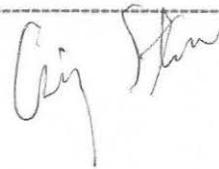
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell, assign, transfer and convey to Purchaser, its successors and assigns, all of the fixed and tangible personal property, physical assets and equipment used in the operation of the Bait Shop which are listed in the attached Schedule 1. Seller makes no representations to Purchaser as to the condition of the Equipment. Seller is selling the Equipment to Purchaser in an "As Is" condition "With All Faults" with no implied warranty by Seller as to merchantability or fitness for a particular purpose or any other kind of warranty.

FURTHER, Seller represents and warrants to Purchaser that Seller has good and marketable title to the tangible property transferred to Purchaser hereby, to have and to hold the same unto Purchaser, its successors and assigns, forever, free and clear of all liens, changes, claims, pledges and security interests, and other encumbrances whatsoever (except for liens for taxes not yet due and payable), other than as set forth on the attached Schedule 2.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed as of the day and year first above written.

Seller:

Emeryville Sport Fishing





Schedule 1

EQIDPMENT

All furniture, fixtures, equipment and signs on the premises
as of the Closing Date

C.S.

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Schedule 2

LIENS

None

C-S

A handwritten signature in blue ink, located at the bottom right of the page. The signature is stylized and appears to be a combination of letters, possibly 'R' and 'K'.

EXHIBIT "B"**ASSIGNMENT OF INTANGIBLE PROPERTY**

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment") is made and executed as of March 11th, 2016 by Emeryville Sport Fishing ("Seller"), to and in favor of COMP EXPRESS, INC. ("Purchaser"), pursuant to, in accordance with and upon the closing of transactions described in a Purchase Agreement dated as of March 11th, 2016 between Seller and Purchaser (the "Agreement").

All terms and references used in this instrument shall have the same meanings as such terms and references have in the Agreement.

For and in consideration of the mutual promises and covenants of the parties set forth in the Agreement, the payment of the purchase price therein recited, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller has assigned, transferred and conveyed and by these presents does hereby assign, transfer and convey unto Purchaser, its successors and assigns forever, all rights of Seller under permits and licenses maintained by and used in the operation of the Bait Shop, including business licensees) and occupancy permit(s), to the extent Seller's rights in such licenses are transferable, all advertising materials located at the Premises, and phone numbers, all of which constitute a portion of the "Purchased Assets" described in the Agreement

TO HAVE AND TO HOLD, the foregoing unto Purchaser, its successors and assigns forever. Seller hereby covenants with Purchaser that it is the lawful owner of the personal property described herein; that such property is free from all liens and encumbrances and taxes; and Seller warrants and defends title to such property against the lawful claim and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has executed this Assignment on the date set forth above.

Seller:

Emeryville Sport Fishing

A handwritten signature in blue ink, appearing to be "C. J. Smith", is written over a horizontal line.A handwritten signature in blue ink, appearing to be "J. Smith", is written over a horizontal line.

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

GREG STONE, BYRON STONE, and
does 1-20 inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
Comp Express, Inc.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ENDORSED
FILED
ALAMEDA COUNTY

MAY 16 2016

CLERK OF THE SUPERIOR COURT
By CORINNA CARDEN
Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court, County of Alameda
1225 Fallon St.,
Oakland, CA 94612

CASE NUMBER
(Número del Caso)

RG16815858

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Randall Crane, 5256 Golden Gate, Ave., Oakland, CA 94618-2032, 510-465-4606

DATE: **MAY 16 2016**
(Fecha)

Chad Finke

Clerk, by
(Secretario)

CORINNA CARDEN

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

- ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) RANDALL CRANE SB 056806 5256 GOLDEN GATE AVE. OAKLAND, CA 94618-2032		FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY MAY 16 2016 CLERK OF THE SUPERIOR COURT By CORINNA CARDEN Deputy	
TELEPHONE NO: 510-465-4606 FAX NO: ATTORNEY FOR (Name): PLAINTIFF COMP EXPRESS, INC.			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: MAILING ADDRESS: 1225 FALLON ST. CITY AND ZIP CODE: OAKLAND CA 94612 BRANCH NAME: OAKLAND MAIN			
CASE NAME:			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input 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: RG16815858 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 (22)
<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) |
|--|---|--|
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 |
|--|--|
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: 5/16/2016
 RANDALL CRANE

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

BY FAX

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.

1. **Plaintiff* (name or names):**
COMP EXPRESS, INC.
alleges causes of action against **defendant* (name or names):**
~~CRAIG STONE AND BYRON STONE~~ AND Greg Stone

2. This pleading, including attachments and exhibits, consists of the following number of pages:

3. a. Each plaintiff named above is a competent adult
☒ **except plaintiff (name):**
(1) ☒ a corporation qualified to do business in California
(2) ☐ an unincorporated entity (describe):
(3) ☐ other (specify):

b. ☐ Plaintiff (name):
a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
b. ☐ has complied with all licensing requirements as a licensed (specify):
c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person
☐ **except defendant (name):**
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☐ other (specify):

☐ **except defendant (name):**
(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☐ other (specify):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): RANDALL CRANE SB056806 5256 GOLDEN GATE AVE. OAKLAND, CA 94618-2032 TELEPHONE NO: 510-465-4606 FAX NO. (Optional): E-MAIL ADDRESS (Optional): CRANE4LAW@AOL.COM ATTORNEY FOR (Name): PLAINTIFF COMP EXPRESS, INC.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 FALLON ST. MAILING ADDRESS: CITY AND ZIP CODE: OAKLAND, CA 94612 BRANCH NAME: OAKLAND MAIN	
PLAINTIFF: COMP EXPRESS, INC. DEFENDANT: CRAIG STONE, BYRON STONE AND <input checked="" type="checkbox"/> DOES 1 TO 20	
<div style="text-align: center;">CONTRACT</div> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER:

1. **Plaintiff* (name or names):**
 COMP EXPRESS, INC.
 alleges causes of action against **defendant* (name or names):**
 CRAIG STONE AND BYRON STONE
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. a. Each plaintiff named above is a competent adult
☒ **except plaintiff (name):**
 - (1) ☒ a corporation qualified to do business in California
 - (2) ☐ an unincorporated entity (describe):
 - (3) ☐ other (specify):
- b. ☐ Plaintiff (name):
 - a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 - b. ☐ has complied with all licensing requirements as a licensed (specify):
- c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
☐ **except defendant (name):**
 - (1) ☐ a business organization, form unknown
 - (2) ☐ a corporation
 - (3) ☐ an unincorporated entity (describe):
 - (4) ☐ a public entity (describe):
 - (5) ☐ other (specify):
- ☐ **except defendant (name):**
 - (1) ☐ a business organization, form unknown
 - (2) ☐ a corporation
 - (3) ☐ an unincorporated entity (describe):
 - (4) ☐ a public entity (describe):
 - (5) ☐ other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE:
COMP EXPRESS, INC. V. STONE

CASE NUMBER:

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) ☒ Doe defendants (specify Doe numbers): 1- 10 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (specify Doe numbers): 11- 15 are persons whose capacities are unknown to plaintiff.
- c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):
5. ☐ Plaintiff is required to comply with a claims statute, **and**
- a. ☐ has complied with applicable claims statutes, *or*
- b. ☐ is excused from complying because (specify):
6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.
7. This court is the proper court because
- a. ☒ a defendant entered into the contract here.
- b. ☒ a defendant lived here when the contract was entered into.
- c. ☒ a defendant lives here now.
- d. ☒ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☐ other (specify):
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- ☒ Breach of Contract
- ☐ Common Counts
- ☐ Other (specify):
9. ☐ Other allegations:
10. **Plaintiff prays** for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. ☒ damages of: \$ **ACCORDING TO PROOF**
- b. ☒ interest on the damages
- (1) ☒ according to proof
- (2) ☐ at the rate of (specify): _____ percent per year from (date): _____
- c. ☐ attorney's fees
- (1) ☐ of: \$ _____
- (2) ☐ according to proof.
- d. ☐ other (specify):
11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: MAY 6, 2016

RANDALL CRANE

(TYPE OR PRINT NAME)

▶ 
(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:

COMP EXPRESS, INC. V. STONE

CASE NUMBER:

FIRST

(number)

CAUSE OF ACTION—Breach of ContractATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): COMP EXPRESS, INC.

alleges that on or about (date):

a ☐ written ☐ oral ☒ other (specify): WRITTEN IN PART AND ORAL IN PART

agreement was made between (name parties to agreement):

COMP EXPRESS, INC. AND BYRON STONE

☐ A copy of the agreement is attached as Exhibit A, or☒ The essential terms of the agreement ☒ are stated in Attachment BC-1 ☐ are as follows (specify):

BC-2. On or about (dates): APRIL 17, 2016

defendant breached the agreement by ☒ the acts specified in Attachment BC-2 ☐ the following acts (specify):

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☒ as stated in Attachment BC-4 ☐ as follows (specify):BC-5. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☐ according to proof.BC-6. ☐ Other:

1 **ATTACHMENT BC-1, BC-2, BC-4,**
2 **FR-2.a, FIR-5, FR-3.a. IFIR-5,**
3 **FR-5, FR-2.a, Fr-2.b, FR-5, FR-6, FR-7**

4 1. Plaintiff Comp Express, Inc. is a California Corporation. Tony
5 Boudames is it chief executive officer.

6 2. By Purchase Agreement dated March 11, 2016 Plaintiff through Tony
7 Boudames entered into a written purchase agreement with DEFENDANTS GREG STONE
8 AND BYRON STONE for sale to Plaintiff of Emeryville Sport Fishing, a
9 California Company.

10 3. The Purchase provided for sale to Plaintiff of assets of a Bait Shop
11 known as Emeryville Sport Fishing Center located in Emeryville, California.
12 The business of the bait shop was to sell or rent fishing equipment and
13 related items and to sell fishing boat charter arrangements to the public.
14 Completion of sale was conditioned upon the following, among other
15 conditions:

- 16 a. Purchaser's ability to enter into a new lease;
17 b. Close of Escrow on or before April 30, 2016 unless deemed satisfied or
18 waived;
19 c. Seller' deposit into escrow of verification that all City, State and
20 Federal taxes, withholdings or other government payments are current.

21 4. The Purchase Agreement provides that Seller represents and warrants
22 that it is a company duly organized, validly existing, and in good standing
23 under the laws of the State of California, and has the necessary corporate
24 powers and authority to own its properties and carry on its business as now
25 owned and operated by it. In fact Greg Stone and Byron Stone were the owner

1 and operators of the Seller which operated as a fictitious business name
2 owned and controlled by them.

3 5. The Purchase Agreement further provides that Seller has filed all
4 federal, state and local tax returns and reports required to be filed by
5 Seller with respect to any federal, state or local taxes...and all such
6 returns are true, complete and accurate, and Seller has paid all applicable
7 federal, state and local taxes, including but not limited to...social security,
8 payroll...taxes required to have been paid to date. All workers compensation
9 premiums, unemployment insurance and other related employee programs have
10 been paid in full and all necessary reporting information has been filed...

11 6. The Purchase Agreement further provides that Seller shall use its
12 best efforts to preserve the Purchased Assets and the Bait Shop in good
13 working order and to keep available to Purchaser all the present employees of
14 Seller and to preserve the good will of suppliers, customers, and others
15 having business relationships with Seller.

16 7. In addition to the written agreement set forth in the purchase
17 agreement, the parties orally agreed that Plaintiff would have the right,
18 prior to close of escrow, upon payment of the good faith deposit, to enter
19 into and operate the business. Defendants knew that Plaintiff would expend
20 monies in entering and operating the business prior to close of escrow in
21 reliance upon Defendants' representations and good faith.

22 8. Prior date set for close of escrow, Defendants breached the terms
23 and warranties of the Purchase Agreement in at least the following ways:

24 a. Subsequent to payment of good faith deposit to Defendant in the
25 amount of \$5000.00 and otherwise performing the requirements of the Purchase

1 Agreement on its part to be performed, Plaintiff was informed that Seller
 2 Emeryville Sport Fishing is not a duly organized and existing corporation,
 3 but, despite warranties to the contrary, is a suspended corporation without
 4 power to enter into and perform the terms of the Purchase Agreement and owing
 5 to the Franchise Tax Board corporation taxes in an amount exceeding
 6 \$80,000.00;

7 b. Seller failed to deposit into escrow verification that all taxes had
 8 been paid, specifically including payment of withholding tax, as well as
 9 workers compensation premiums, and unemployment insurance payments.

10 c. Prior to close of escrow, Plaintiff examined a portion of Seller's
 11 books of account which disclosed that Seller had been operating illegally by
 12 paying employees in cash "under the table" without withholding employee
 13 contributions, without paying employee related taxes to state and federal
 14 taxing authorities and without obtaining unemployment or workers compensation
 15 insurance, all in breach of Defendants' warranties and representations
 16 described in Section 5 above.

17 d. On April 17, 2016, Defendant Byron Stone sent to Plaintiff an email
 18 stating that he deems the sale to be "an aborted transaction" thereby
 19 breaching the terms of the Purchase Agreement. Defendant
 20 Byron Stone offered to repay the monies spent by Plaintiff as a result of the
 21 breach but has failed to do so despite demand from Plaintiff.

22 e. In breach of the agreement set forth in Section 6 above, through
 23 Defendants Byron Stone and Greg Stone instructed the landlord of the premises
 24 in which the business of the Bait Shop was conducted to terminate the
 25 existing lease, to refrain from leasing the premises to Plaintiff, and to
 change to locks on the premises to prevent Plaintiff from having access to

**ATTACHMENT BC-1, BC-2, BC-4,
 FR-2.a, FIR-5, FR-3.a. IFIR-5,
 FR-5, FR-2.a, Fr-2.b, FR-5, FR-6, FR-7**

1
2 the premises, all despite Plaintiff's payment of a month of rental to the
3 landlord.

4 9. Defendants Greg Stone and Byron Stone are sued herein as the
5 principals and owners of a fictitious proprietorship; or alternatively as
6 principals of a suspended Corporation.

7 10. In reliance on the warranties and terms of the Purchase Agreement,
8 and as a result of the breaches of the terms of the agreement, Plaintiff has
9 incurred damages in an amount exceeding the jurisdictional minimum of this
10 court.