

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
HARBOR CENTER CENTER

OCT 19 2009

Atty CAL 2009-10-19 10:00 AM

BY: _____ DEPUTY

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Attorneys for Plaintiff Innovateur Capital LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE
(LIMITED CIVIL CASE)

30-2009
00312675

8 INNOVATEUR CAPITAL, LLC)	CASE NO.
)	
9 Plaintiff,)	COMPLAINT FOR MONIES DUE ON
)	PROMISSORY NOTE; MONEY HAD AND
10 v.)	RECEIVED; MONEY LENT
)	
11 JOHN P. GARCIA, an individual, and DOES 1)	
12 through 10 inclusive,)	
)	
13 Defendants.)	
)	

15 1. Plaintiff Innovateur Capital LLC ("Plaintiff") is, and at all times herein mentioned was, a limited
16 liability company existing under the laws of the State of California.

17 2. Defendant John P. Garcia ("Defendant") is, and at all times herein mentioned was, an individual
18 residing in the City of Santa Ana, within the State of California.

19 3. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1 through
20 10, inclusive, and therefore sues those defendants by such fictitious names. Plaintiff will amend this Complaint to
21 allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that
22 each of the said defendants is liable to Plaintiff and responsible for damages as hereinafter set forth.

23 4. Plaintiff is informed and believes, and on that basis alleges that, at all times herein mentioned,
24 defendants and each of them were the agents, employees, servants and representatives of the remaining defendants
25 and were, at all time herein mentioned, acting within the purpose and scope of such agency, employment, or
26 contract.

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FIRST CAUSE OF ACTION
FOR MONIES DUES ON A PROMISORRY NOTE
(Against All Defendants)

5. Plaintiff incorporates herein by this reference paragraphs 1 through 4, inclusive, of the Complaint as if those paragraphs were set forth in full.

6. On or about August 7, 2009, in Orange County, within the State of California, Defendant, for valuable consideration, acknowledged that he is indebted to Plaintiff, and executed and delivered to Plaintiff a Promissory Note of that date in the principal amount of \$10,000 ("Note"). Under the terms of the Note, the amount of \$2,500 was to be paid within fifteen days of the effective date of the Note, which was August 7, 2009. Thereafter, the amount of \$7,500 was due and to be paid within sixty days of the effective date of the Note. A true and correct copy of this Note is attached hereto as Exhibit "A" and is incorporated herein by this reference as though fully set forth herein.

7. Plaintiff has performed all conditions, covenants, and promises to be performed on its part under the Note.

8. Defendant has not made any of the payments due under the Note as described in paragraph 6 above. Plaintiff has made demand for payment over five times. As provided in the Note, the sum of \$10,000 principals is now due, owing, and unpaid, along with any prejudgment interest.

9. In accordance with the terms of the Note, in the event that Plaintiff is required to take any legal action to enforce the terms of the Note, it is entitled to legal and collection costs against Defendant. Plaintiff has been required to retain counsel to represent it in this action and is therefore, entitled to reasonable attorney's fees from Defendant pursuant to the Note, to be determined at trial.

SECOND CAUSE OF ACTION
FOR MONEY HAD AND RECEIVED
(Against all Defendants)

10. Plaintiff incorporates herein by this reference paragraph 1 through 9, inclusive, of the Complaint as if those paragraphs were set forth in full.

1 11. On or about August 7, 2009, in the City of Santa Ana, County of Orange, State of California,
2 Defendant became indebted to Plaintiff in the sum of \$10,000 for money had and received by Defendant from
3 Plaintiff.

4 12. Neither the whole nor part of this sum has been paid although demand has been made therefore.
5 There is now due, owing and unpaid the sum of \$10,000 principal, along with any prejudgment interest.

6 THIRD CAUSE OF ACTION
7 FOR MONEY LENT
8 (Against all Defendants)

9 13. Plaintiff incorporates herein by this reference paragraph 1 through 8, inclusive, of the Complaint
10 as if those paragraphs were set forth in full.

11 14. On or about August 7, 2009, in the City of Santa Ana, County of Orange, State of California,
12 Defendant became indebted to Plaintiff in the sum of \$10,000 for money lent by Plaintiff to Defendant at its special
13 request.

14 15. Neither the whole nor part of this sum has been paid although demand has been made therefore.
15 There is now due, owing and unpaid the sum of \$10,000 principal, along with any prejudgment interest.

16 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 17 1. For the principal sum of \$10,000;
- 18 2. For prejudgment interest;
- 19 3. For reasonable attorney's fees;
- 20 4. For Plaintiff's costs of suit herein incurred; and
- 21 5. For such other and further relief as this Court deems just and proper.

22 DATED: October 12, 2009

Manderson, Schafer & McKinlay LLP

23
24
25 By: 

26 John Schafer
27 Attorneys for Plaintiff
28 Innovateur Capital LLC

PROMISSORY NOTE

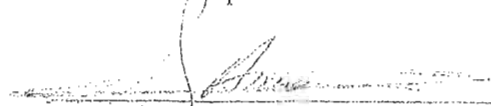
The undersigned, John P. Garcia (JG), acknowledges that he is indebted to Innovateur Capital, LLC, (IC) for a principal amount of \$10,000 and promises to pay the full amount according to the following schedule:

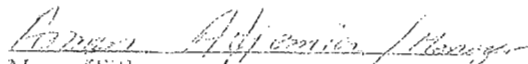
- \$2,500 will be paid within 15 days from the effective date of this letter
- \$7,500 will be paid within 60 days from the effective date of this letter

If the payment arrangements are not followed accordingly and IC has to take legal action and it prevails, then all legal and collection costs will be paid by JG in an amount the court finds to be reasonable.

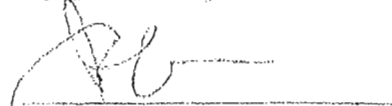
The effective date of this document is ~~July~~ ^{August 7} 1, 2009.

Innovateur Capital LLC


Signature


Name/Title

John P. Garcia,


Signature