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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9
10 **COUNTY OF ORANGE - CENTRAL JUSTICE CENTER**

11 HATTIE BRYANT, ET AL.,) Case No.: 30-2009-00122059
12)
12 Plaintiff,) DEFENDANT'S RESPONSES TO
13) REQUEST FOR ADMISSIONS
13 vs.)
14)
14 JOHN GARCIA, et al.,)
15)
15 Defendants.) SET ONE
16)
17)
18)
19)
20)

21 PROPOUNDING PARTY: HATTIE BRYANT AND BRUCE CAMBER
22 RESPONDING PARTY: JOHN GARCIA
23 SET : ONE
24
25

1 COMES NOW, Defendant, John Garcia, who responds to the Request For
2 Admissions, Set One, propounded by Plaintiffs Hattie Bryant and Bruce Camber
3 as follows:

4 1. Admit

5 2. Admit

6 3. Admit

7 4. Admit

8
9 5. Deny. Mr. Garcia never told Hattie Bryant that Angel Strategies has 226
10 investors. The direct shareholders and investors of Angel Strategies
11 totals about 43. Hattie Bryant is confused in thinking that a separate
12 investor group which has relied on Angel Strategies, LLC's services is one
13 in the same and that they are owners directly in the Angel Strategies, LLC
14 entity. The two are separate groups.

15
16 6. Deny. Mr. Garcia never told Bruce Camber that Angel Strategies has 226
17 investors. The direct shareholders and investors of Angel Strategies
18 totals about 43. Hattie Bryant is confused in thinking that a separate
19 investor group which has relied on Angel Strategies, LLC's services is one
20 in the same and that they are owners directly in the Angel Strategies, LLC
21 entity. The two are separate groups.

22
23 7. Admit.

24
25 8. Deny. Hattie Bryant, representing a Small Business School, after weeks
of due diligence and Angel Strategies, LLC client referral calls, engaged

1 Angel Strategies, LLC to perform certain detailed advisory services as
2 outlined in the executed Services Agreement dated July 24, 2008. Such
3 services were performed over a period of months by a team of individuals
4 including John Garcia. Payment in the amount of \$50,000 was given over a
5 period of months and was based on milestone achievements. Hattie Bryant was
6 happy with the results of this agreement otherwise she would not have
7 authorized the payment for the services rendered. The executed "Retainer
8 Agreement for Advisory Services" dated July 2, 2008 by Hattie Bryant,
9 outlines a retainer deposit pending a due diligence process prior to the
10 signing of the Services Agreement.

11 9. Deny. Bruce Camber, representing a Small Business School, after weeks of
12 due diligence and Angel Strategies, LLC client referral calls, engaged Angel
13 Strategies, LLC to perform certain detailed advisory services as outlined in
14 the executed Services Agreement dated July 24, 2008. Such services were
15 performed over a period of months by a team of individuals including John
16 Garcia. Payment in the amount of \$50,000 was given over a period of months
17 and was based on milestone achievements. Hattie Bryant was happy with the
18 results of this agreement otherwise she would not have authorized the payment
19 for the services rendered. The executed "Retainer Agreement for Advisory
20 Services" dated July 2, 2008 by Hattie Bryant, outlines a retainer deposit
21 pending a due diligence process prior to the signing of the Services
22 Agreement.

23 10. Deny. Mr. Garcia did not lie to Hattie Bryant that no investor in Angel
24 Strategies, LLC has ever lost money. To date each investor shareholder in
25 Angel Strategies has not lost money due to their direct investment in Angel
Strategies, LLC. Angel Strategies, LLC by remaining open for business

1 continues to hold shares in viable companies which constitute potential
2 financial upside for all shareholders.

3
4 11. Deny. Mr. Garcia did not lie to Bruce Camber that no investor in Angel
5 Strategies, LLC has ever lost money. To date each investor shareholder in
6 Angel Strategies has not lost money due to their direct investment in Angel
7 Strategies, LLC. Angel Strategies, LLC by remaining open for business
8 continues to hold shares in viable companies which constitute potential
9 financial upside for all shareholders. As long as Angel Strategies, LLC
10 remains a viable entity the shareholders have not lost their investment, nor
11 the potential financial upside.

12 12. Deny. A single investor/shareholder in Angel Strategies, LLC who was
13 also a worker with Angel Strategies, LLC was caught trying to learn
14 confidential trade secrets and use them for personal gain. When this was
15 discovered he was given his investment capital and asked to leave. This has
16 been a confidential company action which is bound by a settlement agreement
17 which holds a strict mutual confidentiality agreement.

18 13. Deny. A single investor/shareholder in Angel Strategies, LLC who was
19 also a worker with Angel Strategies, LLC was caught trying to learn
20 confidential trade secrets and use them for personal gain. When this was
21 discovered he was given his investment capital and asked to leave.

22 14. Deny. Investor/shareholders in Angel Strategies, LLC in 2006 began
23 receiving statements related to their potential financial upside from
24 shares of companies that Angel Strategies, LLC directly had either
25 purchased or secured by bartering business incubation services. These
common shares in early stage companies were purchased at the price of

1 \$.0001 per share which created a financial basis that is quite low. Over
 2 time, as each company progressed the value of the company was determined
 3 and the "basis" against the yearly growth constituted a yearly gain in
 4 most cases. A standard venture capital method of internal rate of return
 5 for companies whose stock is non trading was used to determine the
 6 proposed value of the shares should the company be acquired or go public.
 7 The internal rate of return for the periods 2006 to 2009 was a total of
 8 58%.

9 15. Deny. Investor/shareholders in Angel Strategies, LLC in 2006 began
 10 receiving statements related to their potential financial upside from
 11 shares of companies that Angel Strategies, LLC had either purchased or
 12 secured by bartering incubation services. These common shares in early
 13 stage companies were purchased at the price of \$.0001 per share which
 14 created a financial basis that is quite low. As each company progressed
 15 the value of the company was determined and the "basis" against the yearly
 16 growth constituted a yearly gain in most cases. A standard venture
 17 capital method of internal rate of return for companies whose stock is non
 18 trading was used to determine the proposed value of the shares should
 19 the company be acquired or go public. The internal rate of return for the
 20 periods 2006 to 2009 was a total of 58%.

21 16. Deny. No fraud was committed by John Garcia or Angel Strategies, LLC
 22 staff or contractors. The agreement between Small Business School and
 23 Angel Strategies, LLC is clear in its intent and the services outlined in
 24 that agreement were met or agreed to by Hattie Bryant that they were to be
 25 met at a later date, or no longer pertained to the goals of the services.

1 Over 100 hours of work was performed either directly with Hattie Bryant
2 or with a team of individuals separately and jointly over a period of 4
3 months. This team which consisted of Armen Adjemian, Armen Petrosian, Roger
4 Garriott, Scott Scheper, Angeles Gottheil contributed to the achieved goals
5 as out lined by the services agreement.

6 The services agreement clearly is a best efforts agreement to assist the
7 company Small Business School achieve certain goals outlined in the
8 agreement. Services were to be paid in intervals and were tied to
9 milestones which were attained and subsequent payments were made to Angel
10 Strategies, LLC by Small Business School.

11
12 17. Deny. No fraud was committed by John Garcia or Angel Strategies, LLC
13 staff or contractors. The agreement between Small Business School and
14 Angel Strategies, LLC is clear in its intent and the services outlined in
15 that agreement were met or agreed to by Hattie Bryant that they were to be
16 met at a later date, or no longer pertained to the goals of the services.
17 Over 100 hours of work was performed either directly with Bruce Camber,
18 Hattie Bryant and their business Small Business School or with a team of
19 individuals separately and jointly over a period of 4 months. This team
20 which consisted of Armen Adjemian, Armen Petrosian, Roger Garriott, Scott
21 Scheper, Angeles Gottheil contributed to the achieved goals as out lined
22 by the services agreement. The services agreement clearly is a best
23 efforts agreement to assist the company Small Business School achieve
24 certain goals outlined in the agreement. Services were to be paid in
25 intervals and were tied to milestones which were attained and subsequent
payments were made to Angel Strategies, LLC by Small Business School.

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18. Admit

19. Admit.

20. Deny. The California Department of Corporations Desist and Refrain Order is not correct in it's findings and subsequent actions. Investor/shareholders in Angel Strategies, LLC in 2006 began receiving statements related to their potential financial upside from shares of companies that Angel Strategies, LLC had either purchased or secured by bartering incubation services. These common shares in early stage companies were purchased at the price of \$.0001 per share which created a financial basis that is quite low. As each company progressed the value of the company was determined and the "basis" against the yearly growth constituted a yearly gain in most cases. A standard venture capital method of internal rate of return for companies whose stock is non trading was used to determine the proposed value of the shares should the company be acquired or go public. The internal rate of return for the periods 2006 to 2009 was a total of 58%.

No fraud was committed by John Garcia or Angel Strategies, LLC staff or contractors. The agreement between Small Business School and Angel Strategies, LLC is clear in its intent and the services outlined in that agreement were met or agreed to by Hattie Bryant that they were to be met at a later date, or no longer pertained to the goals of the services.

Over 100 hours of work was performed either directly with Hattie Bryant or with a team of individuals separately and jointly over a period of 4 months. This team which consisted of Armen Adjemian, Armen Petrosian,

1 Roger Garriott, Scott Scheper, Angeles Gottheil contributed to the
2 achieved goals as out lined by the services agreement.

3
4 The services agreement clearly is a best efforts agreement to assist the
5 company Small Business School achieve certain goals outlined in the
6 agreement. Services were to be paid in intervals and were tied to
7 milestones which were attained and subsequent payments were made to Angel
8 Strategies, LLC by Small Business School.

9 DATED: APRIL 6TH, 2010

LAW OFFICES OF HARRISON LONG

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11 By: 

Harrison Long, Esq. Attorney for
John Garcia

PROOF OF SERVICE

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STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the county aforesaid; I am over the age of eighteen years and not a party to the within action; my business address in 2901 West Coast Highway, Suite 200, Newport Beach, CA 92663. I declare that I am employed in the office of a member of the Bar of this Court at whose direction was made.

April 7th, 2010, I served the Responses to Request for Admissions, Set one, in the Bryant v. Garcia matter on interested parties as follows:

Thomas Walley, Esq.
Goodman, Wildman, Hegness & Walley
5000 Campus Drive
Newport Beach, CA 92660

- BY U.S. MAIL
- Personal Service
- Facsimile: 949-833-0633
- FEDERAL EXPRESS - Overnight

I am readily familiar with the firm's practice of collection and processing of correspondence for mail. It is deposited with the U.S. Postal Service in that same day in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

April 7th, 2010 at Newport Beach, California



Rebekah Baptiste

gail

Viewing as large attachment




VERIFICATION

I, John Garica, on behalf of myself, have read the forgoing responses to request for admissions, set one, in the Bryant v. John Garcia case, bearing case number, 30-2009-00122059, and know them to be true and correct.

I declare under penalty of perjury, under the laws of the State of California, that the forgoing is true and correct.

Dated: April 6th, 2010



John Garcia