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9 **SUPERIOR COURT FOR THE STATE CALIFORNIA**
10 **IN AND FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

11 BELMONT ASSET SOLUTIONS, LLC a
12 Wyoming limited liability company; and
13 Chad Ullery, an individual,

14 Plaintiffs,

15 vs.

16 BRIAN HALL, an individual;
17 DEFENDERS NORTHWEST, LLC, a
18 Washington Limited Liability Company;
19 MICHELE HALL, an individual;
20 SHAWN K. HARJU, an individual;
21 CHRYSALIS SOLUTIONS, PLLC, a
22 Washington Limited Liability Company;
23 AUTOHOME USA, INC., a Nevada
24 Corporation; and DOES 1 through 25 inclusive.

) CASE NO.: _____

)
) Assigned for all purposes to:
) Honorable _____,
) Dept. ____

)
) Complaint Filed: 08/___/2022
) Trial Date: None Set

) **COMPLAINT FOR:**

-) **1. BREACH OF WRITTEN**
) **CONTRACT;**
) **2. NEGLIGENCE;**
) **3. ;**
) **4. FRAUD;**
) **5. FRAUD;**
) **6. CONSPIRACY;**
) **7. CONVERSION;**
) **8. FRAUDULENT TRANSFER;**
) **9. CONSTRUCTIVE FRAUDULENT**
) **TRANSFER;**
) **10. PROMISSORY FRAUD;**
) **11. INTENTIONAL INFLICTION OF**
) **EMOTIONAL DISTRESS;**
) **12. NEGLIGENT INFLICTION OF**
) **EMOTIONAL DISTRESS; AND**
) **13. CONTRACTUAL INDEMNITY**
) **14. EQUITABLE INDEMNITY**
) **15. ACCOUNTING**

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GENERAL ALLEGATIONS

1. Complainant, CHAD ULLERY, (hereinafter referred to as “ULLERY”) is an individual residing in the county of Orange, State of California.

2. Complainant, BELMONT ASSET SOLUTIONS, LLC, (hereinafter referred to as “BELMONT”) is a Wyoming limited liability company in good standing and qualified to conduct business in the State of California, with its principal offices located in Anaheim, County of Orange.

3. At all times, ULLERY and BELMONT are collectively referred to as “Complainants.”

4. At the time of the subject incident (hereinafter described below), which gave rise to this complaint, any and all the acts committed upon Complainants occurred within the city of Irvine, County of Orange, California.

5. The Defendant, BRIAN HALL, (, hereinafter referred to as “Defendant Hall”) is an individual residing in the city of Gig Harbor, County of _____, Washington. Hall jointly with other Defendants committed the acts against Complainants as herein complained of.

6. Complainants herein allege that the Defendant, MICHELE HALL, (hereinafter referred to as “Defendant M. Hall”) is an individual believed to be a resident of the State of Washington. Complainants reserve the right to amend this complaint when it is further ascertained the city, state and county of her actual residence.

7. Defendant Defenders Northwest, LLC (hereinafter “Defenders Northwest”) is believed to be a validly formed Washington Limited Liability Company and is alleged to have committed each and all of the acts as herein complained at all times within the county of Orange.

8. Defendant, Autohome USA, Inc. (hereinafter “Autohome”) is alleged to be an Nevada Corporation doing business from the same physical location in Gig Harbor, Washington as

1 the other Defendants, and is alleged to have committed each and all of the acts as herein
2 complained within the state of California, County of Orange.

3 9. Defendant Shawn K. Harju, (hereinafter “Harju”) is a attorney and a consultant to
4 Hall, M. Hall, and Defenders Northwest, and is alleged to have committed each and all of the acts
5 as herein complained of at all times within the County of Orange.

6 10. Complainants herein allege that Defendant Chrysalis Solutions, PLLC (hereinafter
7 “Defendant Chrysalis”), is a limited liability company located in Washington State, at the time
8 each and all of the acts were committed as herein alleged.

9 11. The true names and capacities, whether individual, corporate, associate, or
10 otherwise, of the Cross-Defendants sued herein as DOES 1 to 25 hereinafter also referred to as the
11 “Fictitiously Named Cross-Defendants”, are currently unknown to Complainants who, therefore,
12 sues said Defendants by such fictitious names. Complainants are informed and believe, and based
13 upon such information and belief allege, that each of the Fictitiously Named Cross-Defendants are
14 responsible to Complainants in some manner for the acts, omissions, or other conduct as
15 hereinafter alleged, or is a necessary party for the relief sought herein, and is subject to the
16 jurisdiction of this court; and further are being sued in both their individual and official capacity.
17 Complainants will seek leave of court to amend this Cross Complaint to allege each of their true
18 names and capacities when same have been ascertained.

19 12. Each reference to “Cross-Defendant,” “Cross-Defendants,” “CROSS-
20 DEFENDANT” and/or “CROSS-DEFENDANTS” herein is intended to be a reference to all
21 Cross-Defendants named herein, including the Fictitiously Named Cross-Defendants, unless
22 otherwise expressly indicated or the context otherwise requires.

23 13. Complainants are informed and believe, and based upon such information and
24 belief allege, that at all times herein relevant, each of the Cross-Defendants was and is the
25 principal, agent, representative, supervisor, employee, servant, alter ego, partner, shareholder,
26 director, officer, joint venturer, parent corporation, subsidiary corporation, co-conspirator, licensor,
27 licensee, inviter, invitee, predecessor-in-interest, successor-in-interest, assignor and/or assignee
28 (hereinafter referred to as an “Interrelationship”), as may be applicable, of each the other Cross-

1 Defendants, and, in doing the things hereinafter alleged, was (a) acting in concert with all of the
2 other Cross-Defendants; (b) under the direction, instruction, demand, requirement, and/or control
3 of some or all of the other Cross-Defendants; (c) in furtherance of a common plan, scheme,
4 enterprise and/or control of some or all of the other Cross-Defendants; (d) in furtherance of a
5 common plan, scheme, enterprise and/or conspiracy with some or all of the Cross-Defendants;
6 and/or (e) with the knowledge, consent, acquiescence, and/or prior or subsequent ratification of
7 some or all of the other Cross-Defendants.

8 14. Complainants further allege that each of said Cross-Defendants proximately caused
9 the injuries and damages by reason of negligent, careless, deliberately indifferent, intentional,
10 willful or wanton misconduct, including the negligent, careless, deliberately indifferent,
11 intentional, willful or wanton misconduct in creating and otherwise causing the incidents,
12 conditions and circumstances hereinafter set forth, or by reason of the direct or imputed negligence
13 or vicarious fault or breach of duty arising out of the matters herein alleged.

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15 **FIRST CAUSE OF ACTION FOR BREACH OF WRITTEN CONTRACT**

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17 ***A. COUNT 1, BREACH OF THE WRITTEN AGREEMENT DATED JANUARY 20, 2010***
18 ***AS TO BOLINGER AND BC, LLC , AND ROES 1 THROUGH 200, INCLUSIVE.***

19 15. Complainants incorporate paragraphs 1 through 22 as though fully pled herein.

20 16. On or about January 20, 2010 Cross-Complainant, MAZZOTTA, as a managing
21 member of WEST JAM, entered into a written agreement with BOLINGER on behalf of himself
22 and as the managing member of BC, LLC. The subject agreement is incorporated fully herein,
23 and referred to as **Exhibit 1**.

24 17. **Exhibit 1** references WEST JAM and BC, LLC's and its intention to lease the
25 property located at 45 Oldfield Rd., Irvine, CA for a base rent of \$30,000 per month beginning on
26 February 1, 2010 and on the first of every month thereafter; but no later than the fifth of each
27 month for a period of three years. (See paragraph 1.5 and 1.19 of **Exhibit 1**). **Exhibit 1** also
28 specified that there was to be a security deposit of \$10,000, as well as monthly payments for

1 Association fees of \$1,900 and maintenance of property taxes in the amount of \$5,000 each month
2 or the actual yearly amount assessed by the taxing authority for a period of three years.

3 18. Cross-Defendants were also to obtain, and keep in force, a commercial general
4 liability insurance policy including garage insurance policy for any and all service or repair work
5 protecting the parties, as well as, maintaining all general liability insurances and their extra riders,
6 as well as, workman's compensation insurance coverage. (See paragraph 1.22 and 1.23 of **Exhibit**
7 **1**).

8 19. Further, paragraph 1.26 of said agreement (**Exhibit 1**) called for Cross-Defendants
9 as alleged herein were to indemnify all Complainants and hold them harmless of any and all
10 damages and liens or judgments, penalties attorneys and consulting fees, expenses and or liabilities
11 arising out of, involving, or in connection with, the use and/or occupancy of the premises by
12 lessee's/Cross-Defendants.

13 20. As further consideration and the promises as contained in **Exhibit 1**, Complainants
14 and Cross-Defendants agreed that MAZZOTTA (Lessor), would allow Cross-Defendants to use its
15 Manheim Auto Finance line of credit, (hereinafter, "MAFS") in the amount of \$400,000. (See
16 Paragraph 2 of **Exhibit 1**). Cross-Defendants, as herein alleged, also promised that they shall be
17 responsible for all insurance coverage, interest payments, late fees and assessments for use of the
18 MAFS line of credit and compensate lessor in the amounts which leave Complainants free and
19 clear from any and all claims from MAFS.

20 21. In the agreement with Complainants, Cross-Defendants also agreed that they shall
21 manage the existing service center located at 45 Oldfield Rd., Irvine, CA and pay Cross-
22 Complainant's up to \$25,000 per month and 50% of the net profits thereafter. (See paragraph 3 of
23 **Exhibit 1**).

24 22. As a further promise on behalf of Complainants and the consideration as
25 referenced in **Exhibit 1** paragraph 4, MAZZOTTA as Autosport International Inc.'s (hereinafter
26 "AUTOSPORT") sole shareholder agreed to sell 100% of the outstanding shares of AUTOSPORT
27 to BC, LLC for the amount of \$20,000 in six equal monthly installments from February 1, 2010
28 through June 1, 2010.

1 23. As part of Cross-Defendants further obligations and consideration they were to
2 assist in the orderly transfer of any and all the DMV licensing and bond obligations, as well as, the
3 orderly transfer of all banking arrangements necessary to operate AUTOSPORT. (See paragraph
4 4.3 of **Exhibit 1**).

5 24. Amongst other promises that were made by Cross-Defendants, and each of them,
6 were that they were to maintain certain personnel, place another \$400,000 of additional vehicles
7 for sale on the premises, manage all aspects of sales service and additional revenue streams arising
8 from AUTOSPORT or any business occurring on and the premises, as well as, to establish and
9 maintain a professional, honest environment at all times of all business on the premises.

10 25. Cross-Defendants also promised and agreed that they would purchase 100% of the
11 outstanding stock of AUTOSPORT and that they would establish a Limited Liability Company to
12 purchase the shares for the protection of Complainants and relieve them of any liabilities relating
13 to the use and operation of the AUTOSPORT's business.

14 26. Further, on or about January 20, 2010, as further consideration for each of the
15 promises, assurances and consideration, BOLINGER personally guaranteed each and all of the
16 obligations contained in **Exhibit 1** or as further as herein alleged in the event of breach.

17 27. Cross Complainants performed all promises, covenants and representations of
18 Exhibit 1 and as to those promises, covenants and representations contained in the subject
19 agreement that were not performed, Cross Complaints were excused from said performance, if
20 any.

21 28. That prior to April 22, 2011, Cross-Defendants, and each of them, failed to perform
22 on the promises as contained in **Exhibit 1** and/or as herein alleged.

23 29. As a result of the Cross-Defendants' breach, these complaining parties have been
24 damaged in an amount that is in excess of the minimum jurisdictional limit to be proven at the time
25 of trial.

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28 ***B. COUNT 2, BREACH OF THE WRITTEN AGREEMENT DATED MARCH 1, 2010***

1 amended agreement (*See Exhibit 3*); and further adopted its terms including a personal guarantee
2 as shown in paragraph 30 of **Exhibit 3**. Please see the amended agreement agreed to by the
3 parties and incorporated fully herein as **Exhibit 3**.

4 36. In terms of the amendments, ROSI on behalf of himself and as Managing Member
5 of BC, LLC, ROSI modified the terms on Pages 12, 22 and 28 of the agreement, in that Cross-
6 Defendants agreed and promised (in addition to the other promises, representations and covenants
7 of the original agreement) that Cross-Defendants shall retain staff of their own choice, and be
8 responsible for management of the Manheim Auto Finance Systems line of credit, hereinafter
9 “MAFS” and that ROSI shall be personally obligated and liable for damages associated with any
10 breach of the agreement.

11 37. On or about October 16, 2010, Complainants entered into another agreement,
12 hereinafter incorporated fully herein as **Exhibit 4** to amend the terms of **Exhibit 1, 2 and 3** which
13 called for an extension in the original prior agreements, as well as, an increase of the monthly rent
14 of the entire premises located at 45 Oldfield Rd., Irvine, CA from \$30,000 a month to \$42,000
15 month. In addition, the agreement calls for the execution of a subsequent agreement, which will
16 outline the fair market value of to AUTOSPORT’S service business and for the sale of
17 SPECTRUM including its inventory and equipment at fair market value.

18 38. Cross-Defendants, ROSI and BC, LLC made further promises to Complainants, in
19 that they would immediately employ a staff to enter all business checks receipts, bills etc., into an
20 accounting format and deliver to MAZZOTTA, immediately; which documents were to be used
21 for tax and accounting purposes.

22 39. Cross-Defendants, as alleged herein, made further promises that they will take,
23 “every precaution to protect the assets of MAZZOTTA during the agreed-upon time frame of this
24 agreement.”

25 40. On or about, October 30, 2010 ROSI, on behalf of BC, LLC, entered into a further
26 agreement, (**Exhibit 5**) amending some of the terms of the original lease and buy sell agreement
27 dated 1/20/2010 and previously amended 6/21/2010, **Exhibits 1 and 3**, respectively.

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1 41. As part of the promises, obligations and consideration for amending said
2 agreements according to **Exhibit 5**, ROSI on behalf of BC, LLC, agreed to “increase its monthly
3 payment to WEST JAM from \$30,000 a month to \$42,000 a month starting November 1, 2010
4 until January 1, 2013; that BC, LLC will lease complete use of entire premises at 45 Oldfield Rd.,
5 Irvine, CA 92618 and that these Complainants shall relinquish their interest in any monetary sums
6 gained by operation of the service center and that BC, LLC will assume complete ownership of
7 AUTOSPORT service and its expenses. It was also agreed that, WEST JAM will be compensated
8 directly for equipment listed on attached page titled, “WEST JAM service equipment,” including
9 but not limited to, the alignment rack, tire machine, air conditioning machine and assorted shop
10 tools. BC, LLC, also agreed to acquire ownership of SPECTRUM, and that SPECTRUM would
11 be located on the premises of 45 Oldfield Rd., Irvine, CA 92618.

12 42. In return for the transfer of ownership of SPECTRUM, as referenced above, Cross-
13 Defendants, as alleged herein, promised to assume the following obligations according to **Exhibit**
14 **5**:

- 15 a. current debt of \$135,000 owed to do Ducati North America;
- 16 b. \$90,000 in critically past-due sales tax obligations to the state of California
17 Board of equalization;
- 18 c. \$30,000 obligation to the Internal Revenue Service;
- 19 d. assorted parts suppliers obligations in the approximate amount of \$12,966;
- 20 e. \$5,200 to James Henderson;
- 21 f. \$31,000 in non-paid customer payoffs;
- 22 g. \$8,700 of past due debt to Dianese;
- 23 h. payroll in the amount of \$36,253.90 a month;
- 24 i. an ongoing obligation to Blue Shield insurance for \$6,005 a month including
25 MAZZOTTA at \$3,116 per month; and
- 26 j. credit line with GE capital in the amount of \$250,000, which is secured by
27 Jamie MAZZOTTA in the amount of \$125,000.

1 43. As a further guarantee of the agreement, as shown in **Exhibit 5**, ROSI on behalf of
2 himself as personal guarantor and as managing member of BC, LLC agreed to assume the balance
3 of the outstanding debt of SPECTRUM as stated above in the preceding paragraphs a through j,
4 and that ROSI would guarantee the debt personally.

5 44. A further agreement was entered into on or about November 4, 2010 between
6 Complainants and Cross-Defendants, which is incorporated fully herein as **Exhibit 6**. As part of
7 the agreement ROSI was to sell one alignment rack, one 2010 Ford Ranger pickup truck, and
8 \$55,261 for motorcycle inventory purchased by MAZZOTTA. Payment was to be made on or
9 before March 30, 2011.

10 45. A final agreement was entered into on or about November 4, 2010, which
11 incorporated fully here in as **Exhibit 7**. The agreement between MAZZOTTA and ROSI was for
12 the sale of WEST JAM auto service equipment to ROSI for use in SPECTRUM, which included
13 one tire machine, one air conditioning machine, one transit jack and one support stand.

14 46. At all times Complainants performed all of their duties, promises and obligations
15 under each of the contracts referenced here in as **Exhibits 1** through **7**, except for those obligations
16 where Cross-Defendants, and each of them, were already in violation of said agreements and
17 Complainants had no duty to perform or performance was excused.

18 47. That prior to April 22, 2011 Cross-Defendants and each of them failed to perform
19 their obligations and duties under each of the agreements in **Exhibits 1** through **7**.

20 48. More specifically, with regards to **Exhibits 1** through **7**; Cross-Defendants and each
21 of them assumed all agreements and the covenants and representations, therein, and failed to honor
22 their obligations of the lease term and amended lease term and monthly payments, and at present
23 are in breach of said agreements of unpaid lease amounts in excess of \$882,000, plus interest to be
24 proven at the time of trial.

25 49. Cross-Defendants are also in breach of each of the obligations and terms as agreed
26 upon between the parties of all unpaid property taxes, payroll withholding taxes, California State
27 Board of Equalization taxes, Internal Revenue taxes and other applicable taxes in an amount in
28 excess of \$500,000 to be proven at the time of trial.

1 50. Cross-Defendants, as alleged herein, are also in breach of each and all of the
2 obligations and terms agreed upon between the parties of failing to provide and keep “in effect,”
3 workers compensation insurance coverage, general liability insurance coverage, health insurance
4 coverage and garage policy coverages.

5 51. Cross-Defendants, as further alleged herein, are also in breach of each and every
6 obligations and terms agreed upon between the parties to properly manage, pay off and guarantee
7 any and all sums for use of the MAFS, line of credit, as well as, any and all GE capital lines of
8 credit and personal guarantees by Cross-Complainant JAMEY MAZZOTTA and his wife Deborah
9 Mazzotta (herein after “Debi Mazzotta”) of a total indebtedness of over \$800,000 to be proven at
10 the time of trial.

11 52. Furthermore, Cross-Defendants are further in breach of each, and all, of the
12 agreements and amendments thereto as herein is referenced in **Exhibit 1** through **7**, in that BC,
13 LLC, ROSI and/or BOLINGER were to purchase AUTOSPORT for the amount of \$20,000
14 beginning on February 1, 2010 and continuing for the next six months, in equal payments of
15 \$3,333 for said interest in AUTOSPORT. As further promises and guarantees for the transfer of
16 AUTOSPORT interest, Cross-Defendants, and each of them, so promised that they would transfer
17 any and all DMV licensing and bond obligations, as well as, transferring any and all banking
18 arrangements over to BC, LLC, ROSI and BOLINGER for the orderly and legal operation of
19 AUTOSPORT.

20 53. Cross-Defendants, and each of them, so breached each and all of the agreements as
21 referenced in **Exhibits 1** through **7** in that they failed to pay the agreed upon consideration for
22 transfer of AUTOSPORT and further failed to apply or obtain any DMV licensing or bond
23 obligations as called for in the agreement to legally operate AUTOSPORT.

24 54. Cross-Defendants further failed to transfer the banking arrangements called for in
25 the agreement or maintain any of the required or agreed-upon insurance coverages as herein
26 alleged.

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1 61. At the time of entering into the agreement, on January of 2010 and each time
2 agreements were entered into and/or modified, Cross-Defendants, and each of them knew that
3 ROSI was going to manage and operate the businesses, and at such time, each and all defendants
4 knew that ROSI must obtain a valid license to sell and purchase vehicles from the State of
5 California, Department of Motor Vehicles.

6 62. Cross-Defendants and each of them were also aware that at the time of entering into
7 said agreements that ROSI had on two prior occasions convicted of felonies involving financial
8 crimes where he served prison sentences (the last one involving a financial crimes connected with
9 the purchase and sale of motor vehicles); and as a result would not qualify or be eligible to obtain a
10 sales license with the State of California, Department of Motor Vehicles, and thereby not able to
11 operate said businesses as they so represented to these Cross-Defendants that they would in fact
12 operate businesses lawfully.

13 63. Cross-Defendants and each of them had a duty to disclose these facts and that Cross
14 Defendants could not possibly operate said business legally; however each and all of the cross
15 defendants failed to disclose this fact, despite it being known to them that they could not qualify to
16 operate said businesses.

17 64. As a result of this failure to disclose ROSI's prior felony criminal convictions,
18 Complainants entered into said agreement with these Cross-Defendants, wherein Cross-Defendants
19 made no effort or attempt to apply for said Licenses with the DMV and continued to operate the
20 business under Cross-Complainant, Jamey Mazzotta's license exposing him to liability.

21 65. Owners and operators of a business which sells motor vehicles had a duty to make
22 sure that they transferred the license out of Mazzotta and into either ROSI and/or BOLINGER so
23 that BC,LLC could operate the business lawfully.

24 66. Cross-Defendants, and each of them, negligently failed to apply or procure the
25 proper DMV licensing or bond obligations to legally operate AUTOSPORT or SPECTRUM, or to
26 transfer said license from Cross-Complainant to BC, LLC, BOLLINGER or ROSI.

27 67. As a result of Cross-Defendants negligence, as herein described, and their further
28 failure to properly transfer said licenses or bond obligations out of Cross-Complainant's name and

1 into Cross-Defendants names and interest, each and all of the Cross-Defendants, as alleged herein,
2 have caused and continue to cause Complainants injury and damage in the form of exposure to
3 criminal and civil liability and costs therein.

4 68. Cross-Defendants and each of them breached this duty of care by not transferring
5 said licenses, which therein caused these cross complainants damages in an amount that is in
6 excess of the minimum jurisdictional limit of this court to be proven at the time of trial.

7
8 ***B. COUNT 2, AGAINST DANIEL BOLINGER, MICHAEL ROSI, BLUESTONE***
9 ***CALIFORNIA, LLC, AND ROES 1 THROUGH 200, INCLUSIVE***

10 69. Complainants incorporate paragraphs 1 through 76 as though fully pled herein.

11 70. As a further ongoing duty and obligation, Cross-Defendants also had a duty to
12 maintain adequate insurance, including but not limited to general building liability, workers
13 compensation insurance, health insurance and garage operations insurance coverage.

14 71. As a further ongoing duty and obligation of Cross-Defendants, each and all of them,
15 had a duty to properly operate said businesses at 45 Oldfield Rd., Irvine California so that they
16 would not expose Complainants to personal liability with regards to the personal lines of credit, to
17 customers of AUTOSPORT or SPECTRUM, to encumber said businesses or to engage in illegal
18 transactions with third parties or fail to remit sums due to the State and Federal taxing and revenue
19 agencies, which includes but not limited to the State of California Board of Equalization, and
20 Department of Motor Vehicles.

21 72. As a result of Cross-Defendants' breach of their obligations and duties of care the
22 Complainants suffered and continue to suffer harm in an amount that exceeds the minimum
23 jurisdiction of this court to be proven at the time of trial.

24
25 **THIRD CAUSE OF ACTION FOR NEGLIGENCE**

26 *(Against Michael Rosi, Daniel Bolinger, Bluestone California, LLC., Terrie Neptune, and ROES 1*
27 *through 200, Inclusive)*

28 73. Complainants incorporate paragraphs 1 through 80 as though fully pled herein.

1 74. On or about March of 2010, Cross-Defendant TERRIE NEPTUNE was appointed
2 by Cross-Defendants ROSI, BOLINGER, and BC, LLC to serve as AUTOSPORT’S accountant.

3 75. At the time, each and all of the Cross-Defendants, as herein named, had access and
4 control of the financial records and each and all business banking accounts. More importantly,
5 TERRIE NEPTUNE was given signatory control to execute and write checks against the business
6 accounts for AUTOSPORT and SPECTRUM.

7 76. At some time during 2010, TERRIE NEPTUNE served in a fiduciary capacity,
8 which was being managed by ROSI, BOLLINGER and BC, LLC. Each and all of the Cross-
9 Defendants alleged herein failed to oversee and properly withhold and pay employee payroll
10 withholding taxes, sales taxes, tire taxes other applicable operational taxes and fees.

11 77. At the time that TERRIE NEPTUNE served as fiduciary over the accounts, who
12 was being managed by ROSI, BOLLINGER and BC, LLC, each and all of them had a duty to
13 properly direct and withhold income and funds that were owned by either employees to the state of
14 California and pay such sums in a timely manner so as not to expose Complainants to liability.

15 78. Rather than paying the proper payroll withholding tax, and/or directing TERRIE
16 NEPTUNE to properly pay the payroll said fees and taxes each and all of Cross-Defendants so
17 negligently, purposely, and maliciously continued to use said funds for their own self-interested
18 personal and/or business means to the detriment of Complainants.

19 79. As a further and ongoing duty of each and all of the Cross-Defendants, as herein
20 named, they so had a duty to serve as fiduciaries over any and all funds paid by customers
21 purchasing motor vehicles, where there was a lien on said vehicle, or said vehicle was consigned
22 by a third-party; and to properly direct such funds in accordance with all California Department of
23 Motor Vehicle (“DMV”) laws and regulations, including but not limited to paying lienholders and
24 consignors of said vehicles.

25 80. As a result of the negligence of each and all parties named herein; customers,
26 lienholders, consignors, and Complainants have been injured in an amount unknown but believe to
27 be in excess of \$300,000 to be proven at the time of trial. Complainants herein reserve the right to
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1 amend this Cross Complaint according to proof at the time information is obtained ascertaining the
2 Complainants' true losses.

3 81. Further, each and all of the named Cross-Defendants, had a duty to properly
4 execute any and all DMV paperwork perform smog checks or other duties according to state and
5 federal law to properly complete any and all motor vehicle transactions.

6 82. As a result of each and all of Cross-Defendants negligent, malicious and purposeful
7 acts, they so failed to properly complete motor vehicle transactions according to state and federal
8 law which has further exposed Complainants to liability, injury and damages in an amount
9 unknown but believed to be in excess of \$500,000. Complainants herein reserved the right to
10 amend this cross complaint according to proof when such information is ascertained.

11
12 **FOURTH CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY**

13 *(Against Michael Rosi, Daniel Bolinger, Bluestone California, LLC., Terrie Neptune,*
14 *Thomas Neptune and ROES 1 through 200, Inclusive.)*

15 83. Complainants incorporate paragraphs 1 through 90 as though fully pled herein.

16 84. On or about March of 2010, BC, LLC, ROSI, BOLINGER and DOES 1 through
17 200, Inclusive, retained and appointed TERRIE NEPTUNE and later THOMAS NEPTUNE to
18 serve as accountants for AUTOSPORT and SPECTRUM and to oversee the deposit of money,
19 payments to vendors, payments to lien holders on motor vehicle transactions, payments to
20 consignors on motor vehicle transactions, as well as, prompt and timely payments for any and all
21 payroll withholding taxes and applicable business taxes, fees and vendor accounts.

22 85. At the time of said appointment of TERRI NEPTUNE, and THOMAS NEPTUNE
23 by Cross-Defendants and during the course of business from March of 2010 up and until April 22,
24 2011, there existed a fiduciary relationship between Cross-Complainant MAZZOTTA and each
25 and all Cross-Defendants as named herein, in that they have a duty to Complainants to disclose,
26 lawfully operate said business and properly segregate any pay taxes, fees, lienholders, lines of
27 credit and to immediately report all transactions at all times up to and including those times when
28

1 lienholders and/or consignors were not paid when said vehicles were sold to third parties at the
2 time when said transactions took place under MAZZOTTA'S DMV retail or wholesale license.

3 86. More specifically, TERRI NEPTUNE and THOMAS NEPTUNE were retained by
4 Cross-Defendants to serve as fiduciaries to Mazzotta, as called for in the June 2010 amendment
5 Exhibit 3, Paragraph 6.2 of the Agreement, which called for the Office Manager(s) who turned out
6 to be TERRI NEPTUNE and THOMAS NEPTUNE.

7 87. Both were required to manage the MAFS credit line that Mazzotta was a personal
8 guarantor and make reports as needed and supply information as needed according to the
9 agreement. Both were also required to Execute DMV Paperwork, Manage Bank Payoffs and
10 accounts, watch over Mazzotta's financial interests, Receive and pay all Bills, Invoices and
11 Expenses and Manage Payroll.

12 88. In addition, each and all Cross-Defendants had a fiduciary relationship with
13 Complainants, in that MAZZOTTA and Debi Mazzotta had personally guaranteed lines of credit
14 for flooring and inventory of motor vehicles and parts for the businesses located at 45 Oldfield
15 Rd., Irvine, CA. Each and all Cross-Defendants made representations that they would so protect
16 Complainants from any and all financial harm with regards to the use and operation of said lines of
17 credit.

18 89. That during the course of the Cross-Defendants' custody management
19 representations perceived ownership and control of the businesses located at 45 Oldfield Rd.,
20 Irvine, CA, each and all Cross-Defendants had a duty to fully disclose any and all transactions that
21 could pose financial harm to these complaining parties.

22 90. The Cross Defendants and each of them breached their fiduciary duties to these
23 complaining Cross Complainants, in that they so maliciously and intentionally failed to fully disclose
24 the misuse of funds related to transactions involving motor vehicles; and further misused said
25 funds instead of promptly paying all operational, taxes, fees, lienholders, third parties and
26 consignors or to properly turn over titles of said vehicles, or further encumber said businesses.

27 91. They further breached their duties of care that were contracted to serve and assist
28 Mazzotta in the financial aspects of the business during the turn over of the business as specified in

1 Exhibit 3, Paragraph 6.2 and failed on each account to manage said credit lines, to provide reports
2 despite Cross Complainants requesting said information, which breach caused severe damages to
3 Mazzotta.

4 92. Further breaches of each and all cross-defendants' fiduciary duties were the failure
5 to Manage Bank Payoffs and accounts of vehicle transactions, watch over Complainants' financial
6 interests and pay all bills, invoices and expenses.

7 93. Finally and most egregious, each and all of the Cross-Defendants named herein,
8 were supposed to properly manage the payroll according to Exhibit 3, in that they were to properly
9 withhold payroll taxes, deductions and child support deductions when ordered, which they did, and
10 remit them to the proper state and federal authorities, as they had a fiduciary duty to Mazzotta to
11 make sure this was done so as not to cause harm to Complainants.

12 94. The true facts are is that despite withholding such sums required from employees
13 pay, they so maliciously and purposefully took said withheld sums for themselves and failed to
14 remit payment to the correct authorities, thus causing severe and damaging harm to these Cross
15 Complainants.

16 95. Had the Cross-Defendants fully disclosed the nature of any and all improper,
17 malicious intentional, illegal financial transactions, Complainants would not have approved said
18 transactions or the continued operation of said businesses.

19 96. As a result of Cross-Defendants' breach of the fiduciary duties as herein described
20 and failure to do all of the facts of said ongoing alleged transactions, Complainants have suffered
21 and continue to suffer great harm in an amount to be proven at the time of trial but in excess of the
22 minimum jurisdiction of this court.

23
24 **FIFTH CAUSE OF ACTION FOR FRAUD**

25 *(Against Daniel Bolinger, Michael Rosi, Bluestone California, LLC, and ROES 1 through 200,*
26 *Inclusive)*

27 97. Complainants incorporate paragraphs 1 through 104 as though fully pled herein.
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1 98. On or about January 20, 2010 Cross-Defendants BOLINGER and BC, LLC made
2 representations as herein alleged and specified in **Exhibit 1**. More specifically, each and all Cross-
3 Defendants made affirmative representations that they would purchase AUTOSPORT, transfer any
4 and all DMV licenses and bonds, maintain the proper insurances to safely and legally operate said
5 business, and to pay all obligations including but not limited to taxes rent and vendors. It was
6 during this time, that Cross-Complaints believed that BOLINGER was to run the businesses and
7 be responsible for each of the obligations, as BOLINGER signed a personal guarantee.

8 99. It was also during this time, that MAZZOTTA the principal of AUTOSPORT and
9 the managing member of WEST JAM, LLC, was previously diagnosed with stage 4 multiple
10 myeloma cancer, very deadly form of cancer. He was undergoing cancer treatment in Little Rock,
11 Arkansas and in Newport Beach, California which included extensive chemotherapy and stem cell
12 transplants (2 of them) which made him extremely sick, and vulnerable in his business dealings
13 with the Cross Defendants.

14 100. During Mazzotta's fragile condition, and on or about March of 2010, and further in
15 June of 2010, September, October of 2010 and November of 2010, ROSI assented to all terms of
16 the agreements as shown in **Exhibits 1** through **7**, and further agreed to purchase SPECTRUM
17 for the assumption of obligations as specified in writing in each and all of the Exhibits referenced
18 herein. At no time did Complainants ever believe know or have any knowledge that ROSI was a
19 two time convicted felon and was incapable of obtaining the proper licensing to operate
20 AUTOSPORT and SPECTRUM.

21 101. The true facts are is that Rosi represented himself as a Christian man who had
22 experience in the successful operation of dealerships and business interests. In fact ROSI had been
23 assisting AUTOSPORT's previous general manager and no one ever suspected knew or told
24 Mazzotta that ROSI was a convicted felon.

25 102. ROSI acted as if he was an honest law abiding person, by holding prayer vigils at
26 the beginning of each business day and forbidding any bad language at the business during the
27 initial months of operation so as to trick Complainants into believing that ROSI was someone who
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1 could be trusted and thereby enter into said agreements with Michael ROSI as shown in **Exhibits 1**
2 through **7**.

3 103. More specifically throughout March of 2010 through November of 2010 and during
4 each and all negotiations surrounding the written contracts as referenced herein, each and all
5 Cross-Defendants represented that they would transfer any and all DMV licenses and bond
6 obligations, as well as, maintain the appropriate insurance coverages to legally operate the
7 businesses located at 45 Oldfield Rd., Irvine, CA. As further material misrepresentations, each
8 and all of the Cross-Defendants as named herein promised to personally obligate themselves to
9 protect Complainants from any and all financial harm as well as maintenance of all taxes, property
10 taxes, rent and vendor accounts so as not to damage Complainants.

11 104. Each all representations including those made in writing in **Exhibits 1** through **7**
12 and said representations that they could and would legally operate said business were essential and
13 the material representations made to Complainants.

14 105. Complainants reasonably relied upon each and all representations made by Cross-
15 Defendants; and had no reason to know that ROSI and Cross-Defendants had no intention to
16 perform on said agreements. At the time each and all representations were made by Cross-
17 Defendants, Complainants believed them to be true.

18 106. Each and all representations made by Cross-Defendants were knowingly false and
19 made without any promise to perform upon the representations as herein alleged and those made in
20 writing and those **Exhibits 1** through **7** referenced herein. Cross-Defendants could not complete
21 the necessary DMV license transfers due to Cross-Defendant ROSI'S past criminal convictions.
22 **See Exhibit 9**. Cross-Defendants knew of this impossibility yet led Complainants to believe they
23 could complete all necessary transfers of necessary licenses.

24 107. As a result of each and all of the false representations made herein as alleged,
25 Complainants have suffered special and general damages in excess of the jurisdictional limit to be
26 proven at the time of trial.

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1 California Civil Code§ 3294, which also was a substantial factor in causing Cross-Complainant's
2 harm.

3
4 **SEVENTH CAUSE OF ACTION FOR FRAUD**

5 *(Against Michael, Thomas Neptune, Bluestone California, LLC., Bluestone, Valentine One, LLC.,*
6 *Bluestone Motorsports, LLC. and ROES 1 through 200, Inclusive)*

7 115. Complainants incorporate paragraphs 1 through 122 as though fully pled herein.

8 116. That prior to April 5, 2011 Cross-Defendants ROSI, BOLINGER, and BC, LLC
9 were in breach of each and all agreements as herein referenced in **Exhibits 1** through **7**.

10 117. That prior to April 5, 2011, Cross-Defendants ROSI, BC, LLC, THOMAS
11 NEPTUNE on behalf of himself, and VALENTINE ONE, LLC and BLUESTONE
12 MOTORSPORTS, LLC., and ROES 1 through 200, inclusive made representations that they were
13 gathering business and financial records of AUTOSPORT and SPECTRUM so that they could
14 support their claims that AUTOSPORT and SPECTRUM could not sustain the obligations that
15 Cross-Defendants ROSI, BOLLINGER and BC, LLC had made pursuant to the contracts as herein
16 alleged; and that a reduced rate of rent for a period of time would assist them in keeping
17 AUTOSPORT and SPECTRUM viable with the assistance of new ownership from THOMAS
18 NEPTUNE, VALENTINE ONE, LLC and BLUESTONE MOTORSPORTS, LLC.

19 118. More specifically, Cross-Defendants and each of them made the representations on
20 or about April 5, 2011 that they would be gathering financial records in order to present to
21 Complainants a full accounting of all income, expenses, assets and liabilities incurred from
22 January 10, 2010 through April 1, 2011 pursuant to demands made upon Cross-Defendants by
23 Complainants and also as referenced previously in **Exhibit 6** so as to show that the business model
24 could continue on with a small amount of reduction of the rent.

25 119. It was also further represented by Cross-Defendants that many of the bills that were
26 alleged to be in arrears, such as the taxes for 2010 and car transactions were in fact paid. ROSI
27 and NEPTUNE on behalf of themselves presented copies of checks that were cancelled showing
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1 payment, and further represented that they would in fact obtain copies for Cross-Complainant for
2 his records.

3 120. The true facts are that Cross-Defendants and each of them never prepared or
4 attempted to gather any such documents as alleged herein in order to present them to Complainants
5 to structure a new agreement, but instead, proceeded to loot Complainants of their assets during
6 the month of April of 2011, so Cross-Defendants could establish a new dealership under the Cross-
7 Defendants VALENTINE ONE, LLC and BLUESTONE MOTORSPORTS, LLC., and those
8 unknown entities, persons, and individuals hereinafter ROES 1 through 200, inclusive.

9 121. Each of the representations that were made by Cross-Defendants as herein alleged
10 were knowingly false at the time they were made, and made with specific intent to induce reliance
11 upon Complainants, so that Complainants would not initiate legal proceedings to oust Cross-
12 Defendants from the premises and sue for breach of the agreements as alleged; and continue to
13 operate an illegal and fraudulent enterprise, loot the business and assets from these Complainants
14 which involved initiating DMV and customer transactions with third parties in order to embezzle
15 monies from Complainants detriment to their further detriment.

16 122. At the time of each and all representations made by Cross-Defendants as herein
17 alleged, Complainants had no reason to believe that the representations they were making were in
18 fact false and made with the specific intent to induce reliance by Complainants and forestall legal
19 action and ousting Cross-Defendants from the premises located at 45 Oldfield Rd., Irvine, CA.

20 123. As a result of each and all of the representations made as herein alleged,
21 Complainants suffered further and excessive injury in that there were transactions conducted
22 during the month of April where lien holders were not paid, and further vehicles and property were
23 taken by Cross-Defendants for which this excessive damage that was the direct result of the
24 intentional, oppressive, malicious and fraudulent misrepresentations of each and all Cross-
25 Defendants named herein amount to in excess of \$200,000.00, and herein reserved the right to
26 amend this Cross-Complaint upon further proof of damages at the time of trial.

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1 maliciously and oppressively destroyed Complainants' electronic business information, all
2 business records and therein exercised dominion and control by stealing computers, documents
3 evidencing DMV transactions so as to cover up their ongoing, fraudulent, criminal activity and
4 injury to Complainants.

5 130. Complainants did not consent or authorize Cross-Defendants taking of their
6 property, which exceeds a monetary amount exceeding \$2 million, and to be proven at the time of
7 trial.

8 131. Such unauthorized taking and exercised dominion and control over said property,
9 theft of funds and embezzlement is a direct and proximate result of Complainants' substantial
10 monetary damage which exceeds that is not limited to \$2 million or in an amount to be proven at
11 the time of trial.

12 132. The conduct of each and all of the Cross-Defendants as alleged herein was
13 oppressive, malicious and intentional to justify imposition of punitive damages pursuant to
14 California Civil Code §3294 which also was a substantial factor in causing Cross-Complainant's
15 harm.

16
17 **NINTH CAUSE OF ACTION FOR FRAUDULENT TRANSFER**

18 *(Against Michael Rosi, Daniel Bolinger, Bluestone California, LLC., Bluestone, Valentine One,*
19 *LLC., Bluestone Motorsports, LLC., Thomas Neptune, Terri Neptune, and ROES 1 through 200,*
20 *Inclusive)*

21 133. Complainants incorporate paragraphs 1 through 138 as though fully pled herein.

22 134. That at all times, each of these cross defendants are creditors of the complaining
23 cross complaints as alleged herein.

24 135. On or about February of 2010 up through April of 2011 the Cross-Defendants and
25 each of them entered into a series of financial transactions involving certain motor vehicles that
26 were placed at the premises of 45 Oldfield Rd., Irvine, CA through lines of credit that were
27 personally guaranteed by Complainants.

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1 136. Cross Complainants at this time are not in possession of documents that could
2 specifically identify the vehicles by their vehicle identification numbers, and year of manufacturer
3 due to the fact that ROSI and others purposefully took records to cover up his fraud and based on
4 Complainants' present information and belief they are informed and believe that the vehicles
5 fraudulently transferred were as follows:

- 6 a. One Ducati 848 Motorcycle,
- 7 b. One Chevrolet 3500 pickup truck,
- 8 c. One Chevrolet 1500 pickup truck,
- 9 d. One MV Agusta Motorcycle,
- 10 e. One Ferrari Testarosa,
- 11 f. One 1996 Porsche Turbo that is currently in the possession of Jonathan
12 Michaels,
- 13 g. One 1992 Porsche Targa, that was previously owned by Jonathan Michaels
14 and given credit for said Porsche described in (f) above, and fraudulently
15 transferred to BC,LLC and sold to Phillips Auto of Newport Beach, California,
16 and
- 17 h. One Mercedes Benz CLK.

18
19 137. At present the Complainants are unaware of the true gravity of the theft and transfer
20 and hereby reserve their right to seek leave to amend when additional information is obtained.

21 138. For each transaction, Cross Complaints allege that these Cross Defendants would
22 obtain vehicles owned by AUTOSPORT and would use these vehicles as credit for trade in credit
23 on other vehicles obtained from other dealerships. At the time said AUTOSPORT vehicles were
24 traded in, the new vehicle obtained with this credit would then be placed not in the name of
25 AUTOSPORT, but would be placed in the name of the cross defendants, who would then either
26 keep the vehicle or pledge this new title for cash from Robert Guild or John Dekker, which would
27 then be tantamount to a theft and fraudulent transfer committed upon AUTOSPORT, or which
28

1 these cross-complaints were guarantors of the financing company who initially provided the
2 flooring for said transferred vehicle that was traded in.

3 139. It was also during this time, the Cross-Defendants and each of them as alleged
4 herein, knew that these certain vehicles were placed at 45 Oldfield Rd., Irvine, CA as result of
5 those lines of credit that were personally guaranteed by Complainants.

6 140. Each and all Cross-Defendants, as alleged herein, transferred certain vehicles into
7 their own names or entities operated by Cross-Defendants in such a manner with the specific intent
8 to hinder, delay or defraud Complainants at the time the vehicles were transferred out of
9 AUTOSPORT'S name, which was personally guaranteed by Complainants.

10 141. It is further alleged that each and all Cross-Defendants named herein, operated and
11 conducted themselves illegally, in that they did not have proper authorization from the state of
12 California to involve themselves in motor vehicle transactions, and did so incurring a known
13 liability on behalf of Complainants for their own personal and financial gain to the detriment of
14 Complainants.

15 142. In all times during the alleged transactions that were conducted by each and all of
16 the Cross-Defendants there was a specific intent to defraud and/or to provide inadequate
17 consideration to Complainants.

18 143. As a direct result of the intentional, malicious and oppressive acts as herein alleged,
19 Complainants have been damaged in an amount that is in excess of the minimum jurisdictional
20 limit of this court to be proven at the time of trial.

21 144. The conduct as alleged herein by each and all of the Cross-Defendants was a
22 substantial factor in causing Complainants harm, which was oppressive malicious and intentional
23 so as to justify an award punitive damages against them pursuant to California Civil Code § 3294.
24

25 **TENTH CAUSE OF ACTION FOR CONSTRUCTIVELY FRAUDULENT TRANSFER**

26 *(Against Michael Rosi, Daniel Bolinger, Bluestone California, LLC., Bluestone, Valentine One,*
27 *LLC., Bluestone Motorsports, LLC., Thomas Neptune, Terri Neptune, and ROES 1 through 200,*

28 *Inclusive)*

- a. One Ducati 848 Motorcycle, believed to be in possession of Michael ROSI,
- b. One Chevrolet 3500 pickup truck that was fraudulently sold to Car Max of Irvine, California, and believed to be in their possession,
- c. One Chevrolet 1500 pickup truck believed to be in possession of Michael ROSI,
- d. One MV Agusta Motorcycle believed to be in possession of Michael ROSI,
- e. One Ferrari Testarosa believed to be in possession of Michael ROSI,
- f. One 1996 Porsche Turbo that is currently in the possession of Jonathan Michaels,
- g. One 1992 Porsche Targa, that was previously owned by Jonathan Michaels and given credit for said Porsche described in (f) above, and fraudulently transferred to BC,LLC and sold to Phillips Auto of Newport Beach, California, and
- h. One Mercedes Benz CLK believed to be in the possession of John DEKKER.

153. At present the Complainants are unaware of the true gravity of the theft and transfer and hereby reserve their right to seek leave to amend when additional information is obtained.

154. Complainants herein allege that the rights and interest have been violated and they have been damaged by such wrongful possession by Cross-Defendants.

155. At this time, Complainants are aware of the dispute as to the ownership rights and interest in said vehicles and property and request that an order be granted quieting title to the vehicles and property to Complainants and as against Cross-Defendants and any persons known to be claiming legal and or equitable right, title, interest or otherwise state a lien or interest in said property and vehicles.

156. At this time, Complainants are informed and believe that the subject vehicles are in the possession of these named Cross-Defendants and further reserves the right to seek attachment possession and or orders of this Court preventing the sale disposition and or further injury of Complainants in amount to be proven at the time of any motion and or trial.

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**TWELFTH CAUSE OF ACTION FOR INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS**

(As to Jamey Mazzotta, only against Daniel Bolinger, Michael Rosi, Bluestone California, LLC, Bluestone, Valentine One, LLC., Bluestone Motorsports, LLC., Eric Beltran, Leo Beltran, Thomas Neptune, Terri Neptune and ROES 1 through 200, Inclusive)

157. Complainants JAMEY MAZZOTTA incorporates paragraphs 1 through 162 as though fully pled herein.

158. From a period beginning on or about January of 2010 up until April 22, 2011, Cross-Defendants, and each of them, were aware that Cross-Complainant, MAZZOTTA had contracted a serious and deadly form of cancer for which he was undergoing extensive chemotherapy treatments and stem cell transplants.

159. That at all times Cross-Complainant, DEBIE MAZZOTTA was also personally responsible for lines of credit, as well as, caring for Cross-Complainant, JAMEY MAZZOTTA in his weakened condition.

160. Cross-Defendants and each of them also knew that during this time that Cross-Complainant's health was compromised and fragile and that any stress could result in further complications to his health and his cancer treatment, and recovery and therefore made written and oral promises that their insurance would be maintained so as not to risk MAZZOTTA'S LIFE.

161. At all times, Cross-Defendants and each of them so knowingly and intentionally and maliciously and oppressively engaged in outrageous conduct, which was an abuse of their relationship with Cross-Complainant, and abuse of their position, which gave them power to damage the Cross-Complainant's financial and personal health as they made representations that his life insurances were being timely paid, all to find out that Cross-Defendants intentionally

1 deceived MAZZOTTA and failed to make payments which resulted in his coverage cancelling at
2 a time when he desperately needed cancer treatment therapy to sustain his life.

3 162. Cross-Defendants further engaged in a pattern of conduct by alleging and
4 representing that all bills, taxes and lines of credit were satisfactorily being paid and the business
5 was being run appropriately and that the DMV license applications were submitted and that they
6 were waiting back for approval, all the while Cross Defendants were looting, stealing,
7 misappropriating and transferring assets, tax receipts, child support receipts from employees and
8 customers and failing to pay lines of credit where MAZZOTTA was a personal guarantor,
9 knowing that it would ultimately cause severe harm to MAZZOTTA due to his fragile condition.

10 163. In fact, many employees personally witnessed ROSI tell them that MAZZOTTA
11 would die soon and the entire business would be his.

12 164. At all times, Cross-Defendants engaged in the acts as so herein complained of; that
13 each and all of them knew, or with certainty or with reckless disregard of knowing that said
14 conduct would and or could cause Cross-Complainant severe emotional distress.

15 165. More specifically, each and all of the Cross-Defendants continued on a scheme to
16 embezzle money personal, goods and automobiles and cause damage to AUTSPORT and
17 SPECTRUM for which, Cross-Complainant would be personally liable and incur substantial and
18 ongoing severe emotional distress.

19 166. In addition each and all of the Cross-Defendants were responsible to pay
20 Complainants' health insurance so as MAZZOTTA could continue to maintain coverage and seek
21 life-sustaining and expensive chemotherapy stem cell transplants and medical treatment.

22 167. Each and all of the Cross-Defendants also continued to represent to Complainants
23 that they were eligible and were attempting to operate said business legally and were conducting
24 financial transactions in accordance with state laws so as not to harm Complainants.

25 168. Each and all of these representations were knowingly false at the time they were
26 made and further Cross-Defendants knew or were substantially certain that said
27 misrepresentations, would result in financial harm to Cross-Complainant, or with reckless
28

1 disregard knew that such misrepresentations and subsequent acts, as herein alleged, were
2 substantially certain to cause; and did cause Complainants severe emotional distress.

3 169. The true facts are that each and all of the Cross-Defendants, never transferred any
4 DMV licenses or bonds, never maintained proper insurance is to operate said business, allowed
5 Complainants' health insurance to lapse, engaged in fraudulent transactions where Complainants
6 were personally liable, fraudulently and knowingly encumbered property that was personally
7 guaranteed by Complainants, so as to cause extreme and ongoing emotional distress.

8 170. As a further and continuing damage, to DEBI MAZZOTTA, each and all of the
9 Cross-Defendants knew that the acts that are complained of herein were outrageous and done with
10 the specific intent to cause or with reckless disregard of causing severe emotional distress to DEBI
11 MAZZOTTA AND this cross-complaint, JAMEY MAZZOTTA.

12 171. As a further and ongoing harm DEBI MAZZOTTA AND JAMEY MAZZOTTA
13 has suffered extensive and severe emotional distress as a direct result of each and all the actions
14 complained of herein.

15 172. Each of the Complainants' injuries and damages are substantial and in an amount in
16 excess of the minimum jurisdiction of this court and seek right to prove said damages at the time
17 of trial.

18 173. The conduct of each and all of the Cross-Defendants as herein alleged was
19 oppressive reckless intentional and or malicious and seek an imposition of an award of punitive
20 damages against said Cross-Defendants pursuant to civil code §3294.

21
22 **THIRTEENTH CAUSE OF ACTION FOR NEGLIGENT INFLICTION OF EMOTIONAL**
23 **DISTRESS**

24 *(Jamey Mazzotta, Against Daniel Bolinger, Michael Rosi, Bluestone California, LLC, Bluestone,*
25 *Valentine One, LLC., Bluestone Motorsports, LLC., Eric Beltran, Leo Beltran, Thomas Neptune,*
26 *Terri Neptune and ROES 1 through 200, Inclusive)*

27 174. Cross-Complainant, JAMEY MAZZOTTA incorporates paragraphs 1 through 179
28 as though fully pled herein.

1 themselves for the liabilities incurred by the business both post contract and those prior in
2 exchange for the ownership of each and all of the business located at 45 Oldfield Rd.

3 182. Complainants deny any wrongdoing, or negligence or other conduct giving rise to
4 any liability of the complaining parties named as Plaintiffs in the Complaint in chief or other third
5 parties, and so incorporate that Complaint herein by reference.

6 183. To the extent that there is a finding, either at law or fact, against these complaining
7 parties on the complaint in chief; Complainants herein allege that such negligence or conduct is
8 passive, if any, and Cross-Defendants and each of them should be held primarily liable according
9 to their obligations in said agreements, **Exhibits 1 through 7**.

10 184. By reason of the foregoing, and because each Cross-Defendant so contracted to be
11 responsible for any such liability including those acts alleged herein, Complainants should be
12 entitled to a full indemnification from those Cross-Defendants as herein alleged that they become
13 obligated to pay Plaintiff, and other unknown third parties.

14
15 **FIFTEENTH CAUSE OF ACTION FOR EQUITABLE INDEMNITY**

16 *(Against Michael Rosi, Daniel Bolinger, Bluestone California, LLC., Bluestone, Valentine One,*
17 *LLC., Bluestone Motorsports, LLC., Terri Neptune, Thomas Neptune, Michael Alabrando and*
18 *ROES 1 through 200, Inclusive.)*

19 185. Cross-Complaints incorporate paragraphs 1 through 190 as though fully pled
20 herein.

21 186. Complainants herein allege that each and all of the Cross-Defendants MICHAEL
22 ROSI, DANIEL BOLINGER, JOHN DEKKER, BLUESTONE CALIFORNIA, LLC.,
23 BLUESTONE, VALENTINE ONE, LLC., BLUESTONE MOTORSPORTS, LLC., TERRI
24 NEPTUNE, THOMAS NEPTUNE, MICHAEL ALABRANDO and unknown Cross-Defendants
25 herein named as ROES 1 through 200, Inclusive, by the actions as herein alleged, were actively
26 negligent, intentional, malicious and/or oppressive.

27 187. As a result of several vehicle transactions that were personally conducted,
28 authorized overseen and transacted by these Cross-Defendants, Complainants as well as Cross-

1 Defendants have become liable to those parties injured thereby when Cross-Defendants failed to
2 pay lines of credit, loans and lienholders of vehicles that were sold on consignment or through the
3 MAFS lines of credit. As a result of the active and ongoing liability of Cross-Defendants, these
4 Complainants have become jointly liable.

5 188. Complainants deny any active wrongdoing, negligence or actionable conduct giving
6 rise to the those injured persons that have alleged damages and thereby seek indemnity for such
7 passive liability against Cross-Defendants.

8 189. To the extent that a finding is made in favor of Plaintiffs, DEKKER, against these
9 Defendants/Cross-Complaints, any such damages were actually and proximately caused by the
10 wrongdoing, negligence, or other actionable conduct of each of those Cross-Defendants as herein
11 alleged.

12 190. By reason of the foregoing, these Defendants/Complainants should be entitled to
13 equitable indemnity against all Cross-Defendants as herein alleged according to their comparative
14 fault

15 191.

16 **SIXTEENTH CAUSE OF ACTION FOR ACCOUNTING**

17 *(Against Michael Rosi, Daniel Bolinger, Bluestone California, LLC., and ROES 1 through 200,*
18 *Inclusive)*

19 192. Complainants incorporate paragraphs 1 through 197 as though fully pled herein.

20 193. The Cross-Defendants and each of them have received monies from Complainants.

21 194. The amount of money due from the Cross-Defendants, and each of them, are
22 unknown and cannot be ascertained without an investigation and accounting of the whereabouts, of
23 such funds, the receipts of said moneys and the disbursements if any made. Complainants are
24 informed and believe that the amounts wrongfully taken and kept including the interest therein
25 exceeds the minimum jurisdictional limit of the Court.

26 195. Each and all Cross-Defendants, as alleged herein, were so involved with ROSI,
27 BOLINGER, and BC, LLC, as well as, the relationship the contracting parties had with
28 Complainants, in that they owed a duty of care to Complainants, so as not to engage in illegal

1 vehicle transactions, take actions that could harm Complainants' financial interests that were tied
2 to the Agreements, herein alleged and incorporated in **Exhibits 1** through **7**, and not take actions
3 that could injure Complainants, which include failing to segregate monies to pay lienholders,
4 consignors of vehicles, or delivering titles to purchasers of vehicles and prompt payment of
5 operational taxes and fees.

6 196. Each and all of the transactions involved in by Cross-Defendants could not have
7 taken place without any direct negative effect on the contracting parties' ability to pay for their
8 obligations under **Exhibits 1** through **7**.

9 197. As a direct result of the negligent, illegal, oppressive, fraudulent and false
10 representations, Complainants were harmed and Cross-Defendants, and each of them, were
11 unjustly enriched.

12 198. Cross-Complaints are entitled to accounting of all business dealings, business
13 transactions, books of operations and business operations of Cross-Defendants, MICHAEL ROSI,
14 DANIEL BOLINGER, BLUESTONE CALIFORNIA, LLC., TERRI NEPTUNE, THOMAS
15 NEPTUNE, and unknown Cross Defendants hereinafter named as ROES 1 through 200, Inclusive.

16 199. Each and all parties owed a fiduciary duty to Complainants, as herein alleged, and
17 have breached said fiduciary duties entitling them to an accounting of their operations, which so
18 damaged Cross Complaint as herein, alleged, in order to trace and recover money and property
19 they have wrongfully taken from this cross-complaint.

20
21 **DEMAND FOR JURY TRIAL FOR DETERMINATION OF ALL CAUSES OF**
22 **ACTION**

23 *Complainants hereby demand trial by jury for determination as to all causes of action as herein*
24 *alleged.*

25
26 **WHEREFORE**, Complainants pray for judgment against Cross-Defendants as follows:

- 27 1. For any and all economic damages according to proof;
28 2. For general damages in an amount to be determined according to proof at trial;

- 1 3. For costs of suit incurred herein;
- 2 4. For any and all prejudgment interest, post judgment interest according to proof;
- 3 5. For attorneys' fees and costs in pursuit of the recovery of property and damages pursuant to
- 4 California Civil Code §3336;
- 5 6. For punitive damages against each and all Cross-Defendants in an amount to be determined
- 6 according to proof at trial, where applicable;
- 7 7. For an accounting
- 8 8. For a constructive trust
- 9 9. For attorneys' fees and costs pursuant to contract;
- 10 10. For any and all contractual and equitable relief allowed by law; and
- 11 11. For such other and further relief as the Court deems just and proper.

12
13 DATED: November 23, 2011

A.G. ASSANTI & ASSOCIATE, P.C.

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16 By: _____

Alessandro G. Assanti, Esq.
Suzan A. Colgan, Esq.
Attorney for Complainants, Jamey Mazzotta,
West Jam Enterprises, LLC, Spectrum
Motorsports, Inc.

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1 **VERIFICATION**

2 STATE OF CALIFORNIA)
3)ss. BLUESTONE CALIFORNIA v. MAZZOTTA et al.
4 COUNTY OF ORANGE) OCSC Case Number: 30-2011-00470289

5 I have read the foregoing **COMPLAINANTS' FIRST AMENDED COMPLAINT**, and
6 know its contents. I am informed and believe and on that ground allege that the matters stated in
7 the foregoing document, I believe them to be true.

8 Executed this 23rd day of November, 2011 at _____ (city),
9 California.

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

12 _____
13 Jamey Mazzotta
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PROOF OF SERVICE

STATE OF CALIFORNIA)
)ss. **BLUESTONE v. MAZZOTTA, et al.**
COUNTY OF ORANGE) OCSC, Case No. 30-2011-00470289

I, the undersigned, do declare as follows: I am employed in the County of Orange, State of California and am over the age of 18 and not a party to the within action. My business address is 33 Brookline St., Aliso Viejo, CA 92656.

On November 23, 2011, I served the foregoing document described as **COMPLAINANTS' FIRST AMENDED COMPLAINT** on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope as addressed below:

SEE SERVICE LIST

BY MAIL: I caused a true copy of each document, placed in a sealed envelope with postage fully paid, to be placed in the United States mail at Aliso Viejo, California. I am "readily familiar" with this firm's business practice for collection and processing of mail, that in the ordinary course of business said document(s) would be deposited with the U.S. Postal Service on that same day. I understand that the service shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one (1) day after the date of deposit for mailing contained in this affidavit.

BY EXPRESS MAIL: I caused a true copy of each document, placed in a sealed envelope with postage fully paid, with United Parcel Services, to perfect deliver by close of business next business day. **TO MICHAEL'S LAW GROUP**

BY FACSIMILE: By use of facsimile machine number as indicated above, I served a copy of the within document(s) on the above interested parties at the facsimile numbers listed above. The transmission was reported as complete and without error. The transmission report was property issued by the transmitting facsimile machine.

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

Executed on November 23, 2011 at Aliso Viejo, California.

Briana Perez

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SERVICE LIST

BLUESTONE v. MAZZOTTA, et al.
OCSC, Case No. 30-2011-00470289

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