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SUPERIOR COURT OF CALIFORNIA  
CENTRAL JUSTICE CENTER

FEB 25 2008

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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

FEB 25 2008

ALAN SLATER, Clerk of the Court

*L. Stallworth*  
BY L. STALLWORTH

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6 Attorney for Plaintiff BRIAN FARMER

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

9 **30-2008**

10 BRIAN FARMER

11 Plaintiff,

12 vs.

13 ERIC J. PARK, an individual;  
14 and Does 1 to 10 inclusive,

15 Defendants.

Case No.: 00103341

[Unlimited Civil]  
COMPLAINT FOR DAMAGES FOR:

- 1.) BREACH OF CONTRACT
- 2.) FRAUD
- 3.) CONVERSION
- 4.) RECISSION
- 5.) BREACH OF FIDUCIARY DUTY
- 6.) ACCOUNTING

JUDGE: JUDGE SHEILA FELL  
DEPT: DEPT. C22

16 Comes now Plaintiff BRIAN FARMER, individually, (hereinafter "FARMER")  
17 appearing in his own behalf, bringing this Complaint against ERIC J. PARK (hereinafter  
18 "PARK"), an individual; and Does 1 to 10 inclusive, as follows:

19 **INTRODUCTORY ALLEGATIONS**

20 1. AUTOPEDIA INCORPORATED is, and at all times mentioned herein was, a  
21 corporation formed on or about December 4, 1996, duly organized and existing under, and by  
22 virtue of, the laws of the State of California, for the purpose of providing marketing, advertising,  
23 and informational services through an internet automotive website.

24 COMPLAINT FOR BREACH OF CONTRACT, FRAUD, CONVERSION,

CASE No.

*\$ 320*

1           2.       AUTOPEDIA'S, principal place of business was at all times mentioned herein  
2 located at 5392 System Drive, Suite B, Huntington Beach, California, 92649.

3           3.       On October 27, 1998, after extensive negotiations, Defendant PARK offered to  
4 purchase, pursuant to a "STOCK PURCHASE AGREEMENT" (hereinafter "AGREEMENT"),  
5 Plaintiff FARMER'S common stock ownership interest in AUTOPEDIA, and FARMER agreed  
6 to sell his common stock ownership interest in AUTOPEDIA to PARK, as follows:

7                   "ERIC" agrees to purchase and "BRIAN" agrees to sell all of "BRIAN'S" common stock  
8 in "AUTOPEDIA" with the exception of 50 shares that are equivalent to 5% (five percent) of the  
9 outstanding share of "AUTOPEDIA" for the sum of \$25,000.00 (twenty five thousand dollars).  
10 (A true and correct copy of this "STOCK PURCHASE AGREEMENT" attached as Exhibit A).

11           4.       Plaintiff FARMER alleges that he has performed all conditions, covenants, and  
12 promises required on his part to be performed in accordance with the terms and conditions of the  
13 AGREEMENT.  
14

15           5.       Since the "AGREEMENT" was executed by both parties; FARMER has made  
16 numerous requests of PARK for payment of the twenty five thousand (\$25,000.00) due and  
17 owing. PARK has on these occasions agreed that the debt was owed in the amount of  
18 \$25,000.00 and had given FARMER repeated assurances of full payment. On March 16, 2006,  
19 PARK acknowledged in an E-Mail to FARMER that the debt was still owing to him and PARK  
20 offered to get it settled as soon as possible. Again, on September 20, 2007, PARK sent an E-  
21 Mail to FARMER stating that it was his intent to provide FARMER with exactly what he had  
22 owed him for his support of AUTOPEDIA.  
23

24           6.       No part of said sum of \$25,000.00 has been paid, although demand has been made  
25 thereof and is therefore now due, owing and unpaid to FARMER in the sum of \$25,000.00;  
26  
27  
28

1 with interest thereon at the rate of ten percent (10%) per annum from October 27, 1998.

2 7. No part of said issuance of the 50 shares that are equivalent to 5% (five percent)  
3 of the outstanding share of "AUTOPEDIA, has been made, although demand has been made  
4 thereof; and is therefore now due, owing and unpaid to FARMER; with interest thereon at the  
5 rate of ten percent (10%) per annum from October 27, 1998.

6  
7 8. FARMER just recently discovered the facts necessary to determine that after all  
8 of these assurances by PARK; that PARK never intended to honor his obligations under the  
9 AGREEMENT regarding the payment of the twenty five thousand (\$25,000.00) due and owing,  
10 and the issuance of these shares of stock in AUTOPEDIA to FARMER.

11  
12 **GENERAL ALLEGATIONS**

13 9. This action is filed in this judicial district because Plaintiff FARMER, was at all  
14 times mentioned herein, residing in Orange County, California.

15  
16 10. Plaintiff alleges, upon information and belief, that defendant PARK, is an  
17 individual, at all times mentioned herein, was also residing in Orange County California.

18 11. Plaintiff alleges that the business entitled: "AUTOPEDIA", was at all times  
19 mentioned herein, located at 5392 System Drive, Suite B, Huntington Beach, California, 92649,  
20 in Orange County, California.

21  
22 12. Plaintiff alleges that, at all times mentioned herein, the activities and transactions  
23 that are the subject of this action occurred in Orange County, California.

24 13. Does 1 through 10, inclusive, are sued herein under fictitious names. Their true  
25 names and capacities are unknown to Plaintiff. When their true names and capacities are  
26 ascertained, Plaintiff will amend this Complaint by inserting their true names and capacities  
27 herein. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named  
28

1 Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's  
2 damages as herein alleged were proximately caused by those Defendants. Each reference in this  
3 Complaint to Defendant, Defendants or a specifically named Defendant, refers to all Defendants  
4 sued under fictitious names.  
5

6 14. Plaintiff is informed and believes and thereon alleges that all times mentioned  
7 herein, each of the Defendants, including Defendants sued under fictitious names, was the agent  
8 and employee of the remaining Defendants, and in doing the things hereinafter alleged, was  
9 acting within the course and scope of this agency and employment.  
10

### 11 FIRST CAUSE OF ACTION

#### 12 (Breach of Contract)

13 15. Plaintiff hereby realleges all prior paragraphs 1-14 of this Complaint and  
14 incorporates those paragraphs herein as though fully set forth hereinafter.

15 16. Plaintiff FARMER alleges that he has performed all conditions, covenants, and  
16 promises required on his part to be performed in accordance with the terms and conditions of the  
17 AGREEMENT.

18 17. Defendant breached the AGREEMENT by unlawfully obtaining full and  
19 complete possession and control of all of FARMER'S common stock ownership interest in  
20 AUTOPIEDIA with no part of the \$25,000.00 having been paid; nor has any part of said issuance  
21 of the 50 shares that are equivalent to 5% (five percent) of the outstanding share of  
22 AUTOPIEDIA been issued to FARMER; although demand has been made thereof.  
23

24 18. As a result of Defendant's refusal to perform the duties agreed to in the  
25 AGREEMENT; Plaintiff has suffered damages in excess of the sum of \$25,000.00, plus the  
26 value of the stock.  
27

28 ///



1 25. Plaintiff FARMER had relied on Defendant PARK'S misrepresentation that these  
2 sums were to be paid promptly and issuance of the 50 shares that are equivalent to 5% (five  
3 percent) of the outstanding share of AUTOPEDIA were to be issued to FARMER in exchange  
4 for FARMER allowing PARK to obtain full and complete possession and control of FARMER'S  
5 common stock ownership interest in AUTOPEDIA.  
6

7 26. As a direct and proximate result of Defendant PARK'S misrepresentations,  
8 Plaintiff FARMER suffered from the loss of his common stock ownership interest in  
9 AUTOPEDIA and the sum of \$25,000.00, and the 50 shares that are equivalent to 5% (five  
10 percent) of the outstanding share of AUTOPEDIA, with interest thereon at the rate of ten percent  
11 (10%) per annum from October 27, 1998.  
12

13 27. In doing the acts herein alleged, Defendant PARK acted with oppression,  
14 fraud, malice and in conscious disregard of the rights of Plaintiff FARMER, and Plaintiff  
15 FARMER is therefore entitled to punitive damages according to proof at time of trial.  
16

### 17 **THIRD CAUSE OF ACTION**

#### 18 **(Conversion)**

19 28. Plaintiff hereby realleges all prior paragraphs 1-27 of this Complaint and  
20 incorporates those paragraphs herein as though fully set forth hereinafter.  
21

22 29. Defendant PARK wrongfully interfered with Plaintiff FARMER'S interests by  
23 obtaining full and complete possession and control of his common stock ownership interest in  
24 AUTOPEDIA with no part of the \$25,000.00 balance having been paid; nor issuance of the 50  
25 shares that are equivalent to 5% (five percent) of the outstanding share of AUTOPEDIA;  
26 although demand has been made thereof; and is therefore now due, and owing.  
27

28 30. As a result of Defendant PARK'S acts of conversion, Plaintiff FARMER has been

1 damaged in the sums to be proven at trial, including all compensatory damages. Alternatively,  
2 Plaintiff FARMER is entitled to damages and repossession of his common stock ownership  
3 interest in AUTOPEDIA business and will seek election of remedies at trial. Plaintiff FARMER  
4 is further entitled to compensation for the time and money expended in pursuit of the property.  
5

6 31. In doing the acts herein alleged, Defendant PARK acted with oppression, fraud,  
7 malice and in conscious disregard of the rights of Plaintiff FARMER, and Plaintiff FARMER is  
8 therefore entitled to punitive damages according to proof at time of trial.  
9

10 32. Plaintiff FARMER is further entitled to the imposition of a constructive trust on  
11 his converted common stock ownership interest in AUTOPEDIA and their fruits and is entitled  
12 to a tracing with respect to the converted stocks.  
13

14 33. Plaintiff FARMER is further entitled to the imposition of an equitable lien on his  
15 converted common stock ownership interest in AUTOPEDIA.  
16

17 **FOURTH CAUSE OF ACTION**  
18 **(RECISSION)**  
19

20 34. Plaintiff hereby realleges all prior paragraphs 1-33 of this Complaint and  
21 incorporates those paragraphs herein as though fully set forth hereinafter.  
22

23 35. Defendant PARK received and retained FARMER'S common stock  
24 ownership interest in AUTOPEDIA, the 50 shares that are equivalent to 5% (five percent) of the  
25 outstanding share of AUTOPEDIA; and funds in excess of \$25,000.00, to which he had no legal  
26 entitlement.  
27

28 36. The benefits to Defendant PARK were obtained by fraud and deceit when PARK,  
at the time of his signing the AGREEMENT, PARK had no intention of making the payment of  
the twenty five thousand (\$25,000.00) due and owing, nor issuing to FARMER the 50 shares that  
are equivalent to 5% (five percent) of the outstanding share of AUTOPEDIA;

1 despite PARK having given FARMER repeated assurances of prompt and full payment.

2           37. As a result, Defendant PARK unlawfully obtained full and complete possession  
3 and control of FARMER'S common stock ownership interest in the AUTOPEDIA business, with  
4 no part of the \$25,000.00 balance having been paid, nor issuing to FARMER the 50 shares that  
5 are equivalent to 5% (five percent) of the outstanding share of AUTOPEDIA; although demand  
6 has been made thereof; and is therefore now due, and owing.

7  
8           38. As a direct and proximate result, Plaintiff FARMER suffered economic detriment  
9 in an amount to be proven at trial.

10  
11           39. Therefore FARMER requests rescission of the AGREEMENT and restoration of  
12 all consideration given to defendant by plaintiff, including but not limited to all shares of  
13 AUTOPEDIA given to defendant, all profits derived and a full accounting thereof, and all lost  
14 business opportunities lost as a result of the breach of the AGREEMENT, and with interest  
15 thereon at the rate of ten percent (10%) per annum from October 27, 1998.

16  
17 **FIFTH CAUSE OF ACTION**

18 **(Breach of Fiduciary Duty)**

19           40. Plaintiff hereby realleges all prior paragraphs 1-39 of this Complaint and  
20 incorporates those paragraphs herein as though fully set forth hereinafter.

21           41. Plaintiff alleges that Defendant PARK was in a confidential and fiduciary  
22 relationship with Plaintiff as shareholders and officers of the AUTOPEDIA corporation; placing  
23 PARK under obligations of trust and confidence toward FARMER. Thereby, PARK owed  
24 Plaintiff FARMER a fiduciary duty to use the utmost care, diligence and prudence in dealing  
25 with the terms and conditions of the AGREEMENT.

26  
27           42. Defendant PARK breached that duty by unlawfully obtaining FARMER'S  
28



1 common stock ownership interest in the AUTOPEDIA business, with no part of the \$25,000.00  
2 balance having been paid, nor issuing to FARMER the 50 shares that are equivalent to 5% (five  
3 percent) of the outstanding share of AUTOPEDIA; although demand has been made thereof; and  
4 is therefore now due, and owing; although demand has been made thereof.  
5

6 43. As a direct legal, proximate and foreseeable result of Defendant PARK'S breach,  
7 Plaintiff FARMER has been damaged in an amount according to proof at the trial.

8 44. In doing the acts herein alleged, Defendant PARK acted with oppression, fraud,  
9 malice and in conscious disregard of the rights of Plaintiff FARMER, and Plaintiff is therefore  
10 entitled to punitive damages according to proof at time of trial.  
11

## 12 SIXTH CAUSE OF ACTION

### 13 (Accounting)

14 45. Plaintiff hereby realleges all prior paragraphs 1-44 of this Complaint and  
15 incorporates those paragraphs herein as though fully set forth hereinafter.

16 46. Plaintiff FARMER alleges that Defendant PARK'S primary responsibilities in  
17 exchange for obtaining FARMER'S common stock ownership interest in the AUTOPEDIA  
18 business, was the prompt and full payment of the \$25,000.00 to FARMER and the issuance of  
19 the 50 shares that are equivalent to 5% (five percent) of the outstanding share of AUTOPEDIA  
20 due and owing upon execution of the AGREEMENT.  
21

22 47. Plaintiff FARMER alleges that he has performed all conditions, covenants, and  
23 promises required on his part to be performed in accordance with the terms and conditions of the  
24 AGREEMENT.  
25

26 48. Defendant breached the AGREEMENT by unlawfully obtaining full and  
27 complete possession and control of FARMER'S common stock ownership interest in the  
28 AUTOPEDIA business, with no part of the \$25,000.00 having been paid; nor the issuance to

1 FARMER of the 50 shares that are equivalent to 5% (five percent) of the outstanding share of  
2 AUTOPEGEDIA although demand has been made thereof, and due and owing upon execution of  
3 the AGREEMENT.  
4

5 49. Therefore, Plaintiff FARMER demands a full and final accounting from  
6 Defendant PARK, of all the funds/fees received for services from all of the customers of the  
7 AUTOPEGEDIA business; an accounting of these funds Defendant used to pay all company,  
8 business-related expenses on a monthly basis; all of these funds Defendant used to pay any other  
9 non-business related or personal expenditures and provide a monthly written accounting showing  
10 the division equally of the "profits" and/or dividends remaining between Plaintiff and Defendant  
11 at the end of each month, since the execution of the AGREEMENT on October 27, 1998.  
12  
13  
14

15 **WHEREFORE, Plaintiff BRIAN FARMER, prays for judgment as follows:**

- 16 1. General Damages according to proof at time of trial.
- 17 2. Special Damages according to proof at time of trial.
- 18 3. For exemplary/punitive damages;
- 19 4. Any further declaratory relief as this Court deems just;
- 20 5. For costs of suit and reasonable attorney's fees; and
- 21 6. For such further relief as the Court considers just and proper.

22  
23 DATED: 9.20-, 2008

24 By:   
25 JAMES F. RYAN, Esq., Attorney for  
26 Plaintiff, BRIAN FARMER  
27  
28

**STOCK PURCHASE AGREEMENT**

*27th* THIS STOCK PURCHASE AGREEMENT made at Huntington Beach, California, on this *27th* day of October, 1998, by and between Eric J. Park, a stockholder and officer of Autopedia, Incorporated, a California corporation located at 5455 Production Drive, Huntington Beach, CA 92649, hereinafter referred to as "AUTOPEDIA" and Brian Farmer, a stockholder and officer of Autopedia, Incorporated, hereinafter referred to as "BRIAN".

WHEREAS, "ERIC" is desirous of purchasing and "BRIAN" is desirous of selling a majority of "BRIAN's" interest and ownership in "AUTOPEDIA".

NOW THEREFORE, for the valuable considerations, the premises, and other good and valuable considerations contained herein, the parties hereto agree as follows:

1. "ERIC" agrees to purchase and "BRIAN" agrees to sell all of "BRIAN's" common stock in "AUTOPEDIA" with the exception of 50 shares that are equivalent to 5% (five percent) of the outstanding share of "AUTOPEDIA" for the sum of \$25,000.00 (twenty five thousand dollars). This sum is to be paid by "ERIC" to "BRIAN" at any time within one year of the date of this agreement from proceeds generated by the acceptance of any offer that may be negotiated by "ERIC" with any third parties to form a strategic alliance with "AUTOPEDIA", that involves the transfer of stock in consideration of an investment in "AUTOPEDIA".

2. "ERIC" and "BRIAN" acknowledge that both parties are aware of various offers to form strategic alliances with "AUTOPEDIA" that may or may not include the sale or transfer of common stock of "AUTOPEDIA" to third parties, and that any one of these offers could cause a substantial increase in the value of "AUTOPEDIA" common stock value.

3. "ERIC" and "BRIAN" acknowledge that above mentioned offers to form strategic alliances with "AUTOPEDIA" may require the sale or transfer of common stock shares of "AUTOPEDIA" to third parties in order to complete the transaction.


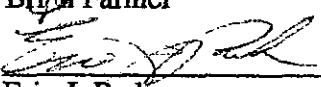
4. "BRIAN" agrees NOT to commence or cause any claim, action, liability, loss, damage or-suit, against "ERIC" or "AUTOPEDIA" in connection with this STOCK PURCHASE AGREEMENT.

5. The parties intend that this covenant shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America and for any other country in the world where this covenant is intended to be effective with each of the parties.

6. The parties agree that damages would be an inadequate remedy for "ERIC" in the event of a breach or threatened breach of this Agreement and thus, in any such event, "ERIC" may, either with or without pursuing any potential damage remedies, immediately obtain and enforce an injunction prohibiting "BRIAN" from violating this Agreement.

7. This AGREEMENT shall supersede any prior agreements, whether written or oral, which may have existed between the parties.

IN WITNESS WHEREOF, the parties have hereto executed this AGREEMENT on the day and year first above written.

	<i>10/27/98</i>
_____ Brian Farmer	Date
	<i>10/27/98</i>
_____ Eric J. Park	Date