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San Francisco County Superior Court

MAR 26 2009

GORDON PARKER, Clerk

Chris Butt
Deputy Clerk

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CASE MANAGEMENT CONFERENCE SET

Attorneys for plaintiffs
ARUN SHARMA AND
FLIGHT PLAN SOLUTIONS

AUG 28 2009 - 9:00 AM

DEPARTMENT 212

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED CIVIL JURISDICTION

ARUN SHARMA doing business as
FLIGHT PLAN SOLUTIONS)

CASE NO. CGC-09-486659

Plaintiffs,)

COMPLAINT FOR:

vs.)

LEONARD K. DYKSTRA aka LENNY
DYKSTRA as an individual and doing
business as THE PLAYERS CLUB
MAGAZINE; THE PLAYERS CLUB
MAGAZINE, LLC; PLAYERS CLUB
SPORTS ENTERPRISES, LLC; DOES 1
through 100, inclusive,)
Defendants.)

- 1) BREACH OF CONTRACT
- 2) INTENTIONAL MISREPRESENTATION
- 3) NEGLIGENT MISREPRESENTATION
- 4) PROMISSORY ESTOPPEL
- 5) UNJUST ENRICHMENT / RESTITUTION
- 6) COMMON COUNTS

The above-named plaintiffs, Arun Sharma and Flight Plan Solutions allege as follow:

I. PARTIES

1. That plaintiffs Arun Sharma d.b.a. Flight Plan Solutions were at all times mentioned herein residents of the city of San Francisco, County of San Francisco, State of

1 California.

2 2. That plaintiffs Arun Sharma and Flight Plan Solutions are informed and believe,
3 and thereupon allege the fact to be that defendant Leonard K. Dykstra, also known as "Lenny"
4 Dykstra, is an individual residing and doing business in the State of California. That plaintiffs
5 Arun Sharma and Flight Plan Solutions are informed and believe, and thereupon allege the fact to
6 be that defendant Leonard K. Dykstra does business in the State of California under the name "The
7 Players Club Magazine" such d.b.a. also being a defendant in this matter to the extent its legal
8 existence is found to be distinct from that of defendant Leonard K. Dykstra.

9 3. That plaintiffs Arun Sharma and Flight Plan Solutions are informed and believe,
10 and thereupon allege the fact to be that defendants The Players Club Magazine, LLC and or
11 Players Club Sports Enterprises, LLC are California Limited Liability Companies residing and
12 doing business in the State of California.

13 4. That defendants named herein as The Players Club Magazine, The Players Club
14 Magazine, LLC or Players Club Sports Enterprises, LLC are, and all times herein mentioned were
15 a mere shell, instrumentality, and conduit through which the individual defendants, Leonard K.
16 Dykstra also known as "Lenny" Dykstra, and DOES 1 through 100 carried on their personal
17 business through a corporate name, exercising complete unity of ownership interest, control and
18 dominance of such business and to such an extent that any individuality or separateness of
19 defendants The Players Club Magazine, The Players Club Magazine, LLC or Players Club Sports
20 Enterprises, LLC did not, and all times herein mentioned, did not exist or have valid legal
21 existence. Plaintiffs are informed and believe and thereupon allege that defendants The Players
22 Club Magazine, The Players Club Magazine, LLC or Players Club Sports Enterprises, LLC did not
23 follow corporate or limited liability company formalities and were under capitalized when
24 compared to the cost of the work promised to be undertaken.

25 5. That the defendants sued herein as DOES 1 through 100, inclusive, and each of
26 them, are sued by fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will
27 seek leave to amend this complaint when the true names and identities of such DOE defendants
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1 have been fully ascertained, together with further charging allegations. Each of the fictitiously-
2 named defendants are responsible, in some manner, for the events, transactions, and damages
3 hereinafter alleged.

4 6. That in doing the things causing the damages hereinafter alleged, each defendant
5 was acting in his, her or its own behalf, acting as the agent, partner, servant and employee of each
6 of the remaining defendants and was acting within the scope of such agency, incorporation,
7 partnership, limited liability company, service and/or employment.

8 7. That plaintiffs Arun Sharma and Flight Plan Solutions, and each of them, shall
9 hereinafter be referred to as "Plaintiffs".

10 8. That defendants Leonard K. Dykstra aka "Lenny Dykstra", The Players Club
11 Magazine, The Players Club Magazine, LLC, Players Club Sports Enterprises, LLC, and DOES 1
12 through 100, inclusive, and each of them, shall hereinafter be referred to as "Defendants".

13 **II. FACTUAL ALLEGATIONS**

14 9. That Plaintiffs incorporate herein by reference as though fully set forth at length
15 herein, each and every allegation contained in paragraphs 1 through 8 above.

16 10. That Plaintiffs are in the business of providing travel arrangement and facilitation
17 services to individuals and business.

18 11. That on or about December 12, 2008, Defendants, and each of them, approached
19 and contacted Plaintiffs and in doing so, requested that Plaintiffs provide certain travel
20 arrangement and private airplane facilitation services for Defendants whereby Plaintiffs would
21 make private airplane plans, reservation services and other arrangements with airports and hotels
22 for Defendants' benefit. Defendants offered, promised and agreed to pay Plaintiffs reasonable
23 compensation for any travel arrangements and private airplane facilitation services made by
24 Plaintiffs on Defendants' behalf and to pay and reimburse Plaintiffs for any funds expended by
25 Plaintiffs in making such private airplane plans, reservation services and other arrangements on
26 Defendants' behalf. Defendants offered and promised to make such compensation and
27 reimbursement to Plaintiffs in San Francisco, California. In return for Defendants' offer and
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1 promises, Plaintiffs accepted, agreed, and promised to provide travel arrangement and airport
2 facilitation services for Defendants. Said exchange of promises constituted an enforceable oral
3 contract as of on or about December 12, 2008. Said exchange of promises constitutes a binding
4 and enforceable oral contract. Said contract was formed and entered into in San Francisco,
5 California. Said contract was to be performed in and from San Francisco, California. Defendants
6 did not request, and Plaintiffs did not promise, to pay any amounts for Defendants' inn or hotel
7 expenses incurred by Defendants' at such hotels or inns nor for the costs of any goods, services or
8 other hotel bills incurred by Defendants during their hotel stays. Defendants did not request, and
9 Plaintiffs did not promise, that Plaintiffs would in any way become liable for any expenses
10 incurred by Defendants' stay at any such inn or hotel, but only that Plaintiffs would be responsible
11 for booking reservations at such hotels and inns.

12 12. That between December 12, 2008 and the present, Plaintiffs performed their
13 obligations under the contract or agreement alleged herein, by providing Defendants with, inter
14 alia, their requested travel arrangement and private airplane and airport facilitation services which
15 Defendants have received, used and otherwise benefited from. Plaintiffs' performance of such
16 contractual obligations occurred in San Francisco, California.

17 13. That Defendants, in turn, have refused and failed to perform their obligations and
18 promises under the contract alleged herein and Defendants have at all time refused and failed to
19 pay Plaintiffs any compensation or reimbursement for the travel arrangement, airport facilitation
20 and other related services that Plaintiffs have provided and that Defendants have received,
21 accepted and benefited from.

22 14. That Defendants have knowingly and intentionally caused Plaintiffs to become
23 liable and indebted for amounts and services not agreed to by Plaintiffs or at any time requested by
24 Defendants' actions and directions to businesses to charge Plaintiffs for, inter alia, the costs of
25 services, items and accommodations that are outside the scope of any agreement between Plaintiffs
26 and Defendants. That it is contrary to the practice of Plaintiffs and the standard practices in the
27 industry, to allow Defendants to cause Plaintiffs to become liable and indebted for amounts and
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1 bills incurred by Defendants during their hotel stays for the services, goods, items nor for the costs
2 of the actual hotel stay itself. Such charges outside the scope of any agreement between Plaintiffs
3 and Defendants include, but are not limited to, any of the hotel bills, services, items and other
4 goods that Defendants' have caused Plaintiffs to become indebted for as a result of Defendants'
5 stay at such hotels or inns.

6 15. That Defendants, because of their actions as alleged herein, have caused Plaintiffs
7 damages in an amount of no less than \$70,842.09, with legal interest accruing thereon since on or
8 about January 12, 2009, which Plaintiffs now seek to recover in this action.

9 III. CAUSES OF ACTION

10 FIRST CAUSE OF ACTION: BREACH OF CONTRACT

11 16. That Plaintiffs incorporate herein by reference as though fully set forth at length
12 herein, each and every allegation contained in paragraphs 1 through 15 above. Plaintiffs assert this
13 cause of action against all Defendants.

14 17. That on or about December 12, 2008, Defendants, and each of them, approached
15 and contacted Plaintiffs and in doing so, requested that Plaintiffs provide certain travel
16 arrangement and private airplane facilitation services for Defendants whereby Plaintiffs would
17 make private airplane plans, reservation services and other arrangements with airports and hotels
18 for Defendants' benefit. Defendants offered, promised and agreed to pay Plaintiffs reasonable
19 compensation for any travel arrangements and private airplane facilitation services made by
20 Plaintiffs on Defendants' behalf and to pay and reimburse Plaintiffs for any funds expended by
21 Plaintiffs in making such private airplane plans, reservation services and other arrangements on
22 Defendants' behalf. Defendants offered and promised to make such compensation and
23 reimbursement to Plaintiffs in San Francisco, California. In return for Defendants' offer and
24 promises, Plaintiffs accepted, agreed, and promised to provide travel arrangement and airport
25 facilitation services for Defendants. Said exchange of promises constituted an enforceable oral
26 contract as of on or about December 12, 2008. Defendants did not request, and Plaintiffs did not
27 promise, to pay any amounts for Defendants' inn or hotel expenses incurred by Defendants' at
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1 such hotels or inns. Defendants did not request, and Plaintiffs did not promise, that Plaintiffs
2 would in any way become liable for the expense incurred by Defendants' actual stay at any such
3 inn or hotel, but only that Plaintiffs would be responsible for booking reservations at such hotels
4 and inns. Said exchange of promises constitutes a binding and enforceable contract. Said contract
5 was formed and entered into in San Francisco, California. Said contract was to be performed in
6 and from San Francisco, California.

7 18. That between December 12, 2008 and the present, Plaintiffs performed their
8 obligations under the contract or agreement alleged herein, by providing Defendants with, inter
9 alia, their requested travel arrangement and airport facilitation services which Defendants have
10 received, used and otherwise benefited from. Plaintiffs' performance of such contractual
11 obligations occurred in San Francisco, California.

12 19. That Defendants, in turn, have refused and failed to perform their obligations and
13 promises under the contract alleged herein and Defendants have at all time refused and failed to
14 pay Plaintiffs any compensation or reimbursement for the travel arrangement, airport facilitation
15 and other related services that Plaintiffs have provided and that Defendants have received,
16 accepted and benefited from.

17 20. That Defendants have knowingly and intentionally caused Plaintiffs to become
18 liable and indebted for amounts and services not agreed to by Plaintiffs at anytime by Defendants'
19 actions and directions to businesses to charge Plaintiffs for, inter alia, the costs of services, items
20 and accommodations that are outside the scope of any agreement between Plaintiffs and
21 Defendants. Such charges outside the scope of any agreement between Plaintiffs and Defendants
22 include, but are not limited to, any charges for Plaintiffs' hotel stays between December 12, 2008
23 and the present or for the amounts incurred for services and other goods during Defendants' stay at
24 such hotels or inns.

25 21. That Defendants, because of their actions as alleged herein, have caused Plaintiffs
26 damages in an amount of no less than \$70,842.09, with legal interest accruing thereon since on or
27 about January 12, 2009, which Plaintiffs now seek to recover in this action. Accordingly, Plaintiffs
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1 pray judgment against Defendants, and each of them, as set forth in the prayer at the end of this
2 Complaint.

3 **SECOND CAUSE OF ACTION: INTENTIONAL MISREPRESENTATION**

4 22. That Plaintiffs incorporate herein by reference as though fully set forth at length
5 herein, each and every allegation contained in paragraphs 1 through 21 above. Plaintiffs assert this
6 cause of action against all Defendants.

7 23. At all times alleged herein and in doing the things alleged herein, Defendants, and
8 each of them, entered into a common scheme and or an agreement to fraudulently obtain services
9 from Plaintiffs and to cause Plaintiffs to become indebted for services and expenses incurred on
10 Defendants' behalf. Defendants, and each of them, agreed to aid and abet each other to further
11 their scheme of fraudulently obtain services from Plaintiffs and to cause Plaintiffs to become
12 indebted for services and expenses incurred on Defendants' behalf. Defendants, and each of them,
13 did the acts and transactions alleged in the paragraphs above and below, pursuant to, and in
14 furtherance of, a conspiracy and tortuous agreement between themselves to defraud Plaintiffs, as
15 alleged herein.

16 24. That on or about December 12, 2008, Defendants, and each of them, approached
17 and contacted Plaintiffs and in doing so, requested that Plaintiffs provide certain travel
18 arrangement and private airplane facilitation services for Defendants whereby Plaintiffs would
19 make private airport and airplane plans, reservation services and other arrangements with airports
20 and hotels for Defendants' benefit. Defendants offered, promised and agreed to pay Plaintiffs
21 reasonable compensation for any travel arrangements and private airplane facilitation services
22 made by Plaintiffs on Defendants' behalf, and to pay and reimburse Plaintiffs for any funds
23 expended by Plaintiffs in making such private airplane plans, reservation services and other
24 arrangements on Defendants' behalf which Defendants, and each of them, at that time knew were
25 false representations. That Defendants promised to remit such compensation and reimbursement
26 to Plaintiffs in San Francisco, California, which Defendants, and each of them, at that time knew
27 were false representations. That on or about December 12, 2008, Defendants, and each of them,
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1 approached and contacted Plaintiffs and in doing so, represented that Defendants would not cause
2 Plaintiffs to become liable or indebted for the costs of any Defendants' hotel stays or the costs of
3 items or goods purchased by Defendants during such hotel stays, which Defendants, and each of
4 them, at that time knew were false representations. Defendants, and each of them, made all of
5 these knowingly false statements and misrepresentations with the intent of inducing Plaintiffs
6 reliance thereupon, and with the intent of causing Plaintiffs' harm by reason of such reliance.

7 25. That on or about December 12, 2008, Plaintiffs reasonably relied upon Defendants'
8 representations, offers and promises, by accepting, ageing, and promising to provide travel
9 arrangement and airport facilitation services for Defendants and to become indebted on
10 Defendants' behalf for those purposes. That Plaintiffs did in fact reasonably rely upon
11 Defendants' misrepresentations, as alleged above, by in fact provided travel arrangement and
12 airport facilitation services for Defendants and by becoming indebted on Defendants' behalf for
13 costs incurred by way of the travel arrangements and private airplane airport reservations that
14 Plaintiffs made for Defendants. That Plaintiffs did in fact reasonably rely upon Defendants'
15 misrepresentations, as alleged above, by allowing Plaintiffs' business name and reputation to be
16 used in connection with the services provided to Defendants, such allowance thereafter being
17 fraudulently abused by Defendants, as alleged below.

18 26. That on or about December 12, 2008 through January 12, 2009, Defendants
19 fraudulently misrepresented to third parties that Defendants had the authority to cause Plaintiffs to
20 become liable for all expenses incurred by Defendants at hotels and that Defendants had the
21 authority to charge Defendants' expenses incurred at such hotels to Plaintiffs. At the times
22 Defendants made such representations, Defendants knew such representations were false.
23 Defendants made such knowingly false representations with the intent of inducing the third
24 parties' reliance upon Defendants representations and intended thereby to injure Plaintiffs herein
25 by causing Plaintiffs to become indebted for amounts outside of any agreement between Plaintiffs
26 and Defendants, as alleged herein above and below. That Plaintiffs and such third parties
27 reasonably relied upon Defendants' misrepresentations as alleged herein and that Defendants have
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1 in fact fraudulently caused Plaintiffs to become indebted to such third parties for Defendants' hotel
2 expenses, all to Plaintiffs' detriment and to Defendants' benefit.

3 27. That Defendants, and each of them, knew each of their representations alleged
4 above were false at the time they were made. Defendants, and each of them, made all of these
5 false statements and representations with the intent to cause harm to Plaintiffs, and each of them,
6 and Defendants made all of the above alleged statements and representations with knowledge of
7 their falsity.

8 28. That Defendants have refused and failed to respond to Plaintiffs' demands for
9 payment and continue to cause Plaintiffs to become indebted for Defendants' expenses.

10 29. The actions of Defendants, and each of them, constitute oppression, fraud, or
11 malice, and otherwise justify the imposition of punitive or exemplary damages in an amount
12 appropriate to punish Defendants and by way of example, to deter others from engaging in similar
13 misconduct. Plaintiffs pray judgment against Defendants, and each of them, for punitive damages
14 in a sum to be determined at trial. Additionally, Plaintiffs request the relief set forth in this
15 Complaint's prayer.

16 **THIRD CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION**

17 30. That Plaintiffs, and each of them, incorporate herein by reference as though fully set
18 forth at length herein, each and every allegation contained in paragraphs 1 through 29 above.
19 Plaintiffs assert this cause of action against all of the Defendants, and each of them.

20 31. That at the time the promises and representations were made by Defendants to
21 Plaintiffs, as alleged in paragraphs 1 through 30 above, Defendants had no reasonable grounds for
22 believing them to be true. That at the time the promises and representations were made by
23 Defendants to Plaintiffs, as alleged in paragraphs 1 through 30 above, Defendants, and each of
24 them, knew or should have known that each such representation was false at the time each such
25 representation was made by Defendants, and each of them.

26 32. That Plaintiffs reasonably and actually relied on the representations described above
27 in this Complaint and such reliance proximately caused economic damage to Plaintiffs, as alleged
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1 herein. Accordingly, Plaintiffs pray judgment against Defendants, and each of them, as set forth in
2 the prayer at the end of this Complaint.

3 **FOURTH CAUSE OF ACTION: PROMISSORY ESTOPPEL**

4 33. Plaintiffs incorporate herein by reference as though fully set forth at length herein,
5 each and every allegation contained in Paragraphs 1 through 32 above.

6 34. Defendants, and each of them, made certain representations to Plaintiffs, and each
7 of them, as alleged above. Plaintiffs reasonably relied upon said representations to their detriment
8 by providing Defendants services and becoming indebted on Defendants' behalf, as alleged above,
9 all of which caused Plaintiffs damages, as alleged above. Accordingly, Plaintiffs pray judgment
10 against Defendants, and each of them, as set forth in the prayer at the end of this Complaint.

11 **FIFTH CAUSE OF ACTION: UNJUST ENRICHMENT / RESTITUTION**

12 35. Plaintiffs incorporate herein by reference as though fully set forth at length herein,
13 each and every allegation contained in Paragraphs 1 through 34 above.

14 36. Defendants, and each of them, benefited by taking, receiving and accepting
15 services rendered by Plaintiffs and by causing Plaintiffs to become indebted on Defendants'
16 behalf, as alleged above. Defendants, and each of them, have unjustly retained those benefits by
17 failing to compensate or otherwise make any payments to Plaintiffs, as alleged hereinabove. That
18 it would be unjust to allow Defendants, and each of them, to retain any benefits they have obtained
19 at Plaintiffs' expense. Accordingly, Plaintiffs pray judgment against Defendants, and each of
20 them, as set forth in the prayer at the end of this Complaint.

21 **SIXTH CAUSE OF ACTION: COMMON COUNTS**

22 37. Plaintiffs incorporate herein by reference as though fully set forth at length herein,
23 each and every allegation contained in Paragraphs 1 through 36 above.

24 38. That from on or about December 12, 2008, through on or about January 12, 2009,
25 at San Francisco, California, Plaintiff provided services, as alleged above, from which Defendants
26 have benefited, as alleged above, and for which Defendants have agreed, but failed to pay, as
27 alleged above. That although demand therefore has been made, no part of said sum has been paid,
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1 and there is now due, owing and unpaid by Defendants, the sum of no less than \$70,842.09,
2 together with interest thereon at the legal rate. Accordingly, Plaintiffs pray judgment against
3 Defendants as set forth in the prayer at the end of this Complaint.

4 39. That from on or about December 12, 2008, through on or about January 12, 2009,
5 at San Francisco, California, an account was stated by and between Plaintiffs and Defendants
6 wherein and whereby it was agreed that Defendants were indebted to Plaintiffs in the sum of no
7 less than \$70,842.09. That no part of said sum has been paid, and there is now due, owing and
8 unpaid by Defendants, the sum of no less than \$70,842.09, together with interest thereon at the
9 legal rate. Accordingly, Plaintiffs pray judgment against Defendants as set forth in the prayer at
10 the end of this Complaint.

11 40. That from on or about December 12, 2008 through on or about January 12, 2009, at
12 San Francisco, California, Plaintiffs furnished to Defendants, at Defendants' special insistence and
13 request, upon an open book account, services, as alleged above, of the aggregate value of no less
14 than \$70,842.09. That no part of said sum has been paid and there is now due, owing and unpaid
15 upon said book account the sum of no less than \$70,842.09, together with interest thereon at the
16 legal rate. Accordingly, Plaintiffs pray judgment against Defendants as set forth in the prayer at
17 the end of this Complaint.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiffs Arun Sharma and Flight Plan Solutions, and each of them, pray
20 for judgment against Defendants, and each of them, as follows:

21 As to the First Cause of Action against Defendants, and each of them:

- 22 1. For Judgment in the principal sum of no less than \$70,842.09;
- 23 2. For prejudgment interest, at either the contract or the legal rate, on \$70,842.09 for
24 all time after January 12, 2009;
- 25 3. For special damages in the amount according to proof;
- 26 4. For general damages according to proof;
- 27 5. For Plaintiffs' reasonable attorney's fees;

- 1 6. For incidental damages according to proof;
- 2 7. For Plaintiffs' costs of suit incurred herein; and
- 3 8. For any remedies available under California Corporations Code section 17201(b)
- 4 9. For such other and further relief as the court may deem just and proper.

5 As to the Second Cause of Action against Defendants, and each of them:

- 6 1. For Judgment in the principal sum of no less than \$70,842.09;
- 7 2. For general damages according to proof;
- 8 3. For special damages according to proof;
- 9 4. For Plaintiffs' reasonable attorney's fees;
- 10 5. For incidental damages according to proof;
- 11 6. For prejudgment interest, at either the contract or the legal rate, on \$70,842.09 for
- 12 all time after January 12, 2009;
- 13 7. For Plaintiffs' costs of suit incurred herein;
- 14 8. For punitive damages against Defendants, and each of them, in a sum to be
- 15 established in accordance to proof at trial; and
- 16 9. For any remedies available under California Corporations Code section 17201(b);
- 17 10. For such other and further relief as the court may deem just and proper.

18 As to Third Cause of Action against Defendants, and each of them:

- 19 1. For Judgment in the principal sum of no less than \$70,842.09;
- 20 2. For prejudgment interest, at either the contract or the legal rate, on \$70,842.09 for
- 21 all time after January 12, 2009;
- 22 3. For special damages in the amount according to proof;
- 23 4. For general damages according to proof;
- 24 5. For Plaintiffs' reasonable attorney's fees;
- 25 6. For incidental damages according to proof;
- 26 7. For Plaintiffs' costs of suit incurred herein; and
- 27 8. For any remedies available under California Corporations Code section 17201(b)

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1 9. For such other and further relief as the court may deem just and proper.

2 As to Fourth Cause of Action against Defendants, and each of them:

- 3 1. For Judgment in the principal sum of no less than \$70,842.09;
- 4 2. For prejudgment interest, at either the contract or the legal rate, on \$70,842.09 for
- 5 all time after January 12, 2009;
- 6 3. For special damages in the amount according to proof;
- 7 4. For general damages according to proof;
- 8 5. For Plaintiffs' reasonable attorney's fees;
- 9 6. For incidental damages according to proof;
- 10 7. For Plaintiffs' costs of suit incurred herein; and
- 11 8. For any remedies available under California Corporations Code section 17201(b)
- 12 9. For such other and further relief as the court may deem just and proper.

13 As to Fifth Cause of Action against Defendants, and each of them:

- 14 1. For Judgment in the principal sum of no less than \$70,842.09;
- 15 2. For prejudgment interest, at either the contract or the legal rate, on \$70,842.09 for
- 16 all time after January 12, 2009;
- 17 3. For special damages in the amount according to proof;
- 18 4. For general damages according to proof;
- 19 5. For Plaintiffs' reasonable attorney's fees;
- 20 6. For incidental damages according to proof;
- 21 7. For Plaintiffs' costs of suit incurred herein; and
- 22 8. For any remedies available under California Corporations Code section 17201(b)
- 23 9. For such other and further relief as the court may deem just and proper.

24 As to Sixth Cause of Action against Defendants, and each of them:

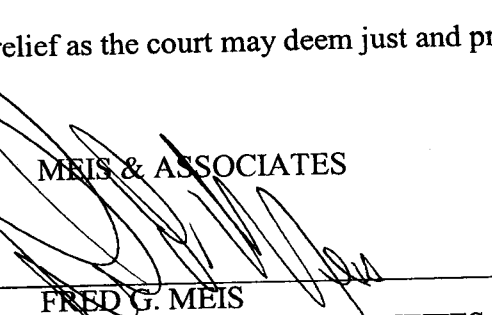
- 25 1. For Judgment in the principal sum of \$70,842.09;
- 26 2. For prejudgment interest, at either the contract or the legal rate, on \$70,842.09 for
- 27 all time after January 12, 2009;

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- 3. For special damages in the amount according to proof;
- 4. For general damages according to proof;
- 5. For Plaintiffs' reasonable attorney's fees;
- 6. For incidental damages according to proof;
- 7. For Plaintiffs' costs of suit incurred herein; and
- 8. For any remedies available under California Corporations Code section 17201(b)
- 9. For such other and further relief as the court may deem just and proper.

DATED: March 23, 2009

MEIS & ASSOCIATES

BY: 

FRED G. MEIS
ATTORNEYS FOR PLAINTIFFS
ARUN SHARMA AND
FLIGHT PLAN SOLUTIONS