

SUMMONS
(CITACION JUDICIAL)

CONFORMED SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: JOHN SCOTT LEE, an individual; and DOES
(AVISO AL DEMANDADO): 1-10

SERVE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 04 2012

R. Devries

YOU ARE BEING SUED BY PLAINTIFF: MARK TOWLE, an individual
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California
4050 Main Street
4050 Main Street
Riverside, California 92501

CASE NUMBER
(Número del Caso): **1204721**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Wm. Greg Bennett, Esq.
BENNETT & BENNETT, APC
27368 Via Industria, Suite 112, Temecula, California 92590

(951) 719-3456 (951)719-1141

R. Devries

DATE: APR 04 2012 Clerk, by _____, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

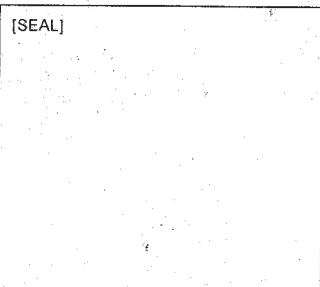
NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

- under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):

4. by personal delivery on (date):



1 Wm. Greg Bennett, Esq. SBN 149079
2 Kelly A. Bennett, Esq. SBN 155586
3 BENNETT & BENNETT, APC
4 27368 Via Industria, Suite 112
5 Temecula, California 92590
6 Tel. (951) 719-3456

7 Attorney for Plaintiff Mark Towle

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 04 2012

R. Devries

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN THE COUNTY OF RIVERSIDE**

10 MARK TOWLE, an individual,
11)
12) Plaintiff,
13)

14 vs.

15 JOHN SCOTT LEE, an individual;
16 and DOES 1-10,
17) Defendants.
18)

Case No: **RIC 12047211**

) **COMPLAINT FOR DECLARATORY**
) **RELIEF; BREACH OF CONTRACT;**
) **TEMPORARY RESTRAINING ORDER;**
) **UNJUST ENRICHMENT; LIEN SALE;**
) **AND COMMON COUNT (WORK AND**
) **LABOR DONE)**

19
20
21 Plaintiff, MARK TOWLE, hereby alleges as follows:

- 22
- 23 1. Plaintiff, MARK TOWLE ("Plaintiff") is, and at all times herein mentioned has
24 been an individual over eighteen years of age and a resident of Riverside
25 County, California.
 - 26 2. Defendant, JOHN SCOTT LEE ("Defendant"), is, and at all times herein
27 mentioned has been an individual over eighteen years of age and a resident
28 of West Virginia. As stated herein-below, Defendant entered into contacts

1 with Plaintiff regarding vehicles located in California, which Plaintiff was to
2 perform exclusively in California and constructed websites for Plaintiff for
3 Plaintiff's business located exclusively in California.

4 3. The true names and capacities of defendants named herein as Does 1
5 through 10, inclusive, are unknown to Plaintiff, and Plaintiff therefore sues
6 said defendants by such fictitious names pursuant to §474 of the California
7 Code of Procedure. Plaintiff will seek leave of court to amend this complaint
8 when said true names and capacities have been ascertained.

9 4. At all times mentioned herein, each of the defendants, included the
10 defendants served as Does herein, was the agent and/or employee of each of
11 the remaining defendants and in doing the things herein mentioned was
12 acting within the scope of such agency and/or employment.

13 5. On or about March 27, 2007, Plaintiff and Defendant entered into the
14 "Agreement between Scott Lee and Mark Towle" dated March 27, 2007". (A
15 true and correct copy of "Agreement 1" is attached hereto as Exhibit "A").
16 Plaintiff entered into this contract in California and the bargained for
17 consideration was to be delivered to defendant in California.

18 6. On or about April 14, 2010, Plaintiff and Defendant entered into the "Custom
19 Car Kit Agreement" dated April 14, 2010. A true and correct copy of
20 "Agreement 2" is attached hereto as Exhibit "B". Plaintiff entered into this
21 contract in California and all of Plaintiff's labor was to be performed in
22 California and the end product was to be delivered to Defendant in California.

23 7. Agreement 1 was for Defendant's design and implementation of a flash type
24 website in exchange for a 1966 Bat Mobile Replica car kit (the kit only) to be
25 delivered to Defendant at Plaintiff's shop located at 1601 W. MacArthur Blvd.,
26 Costa Mesa, California 92704. The flash site was completed and the car kit
27 was delivered as promised. Agreement 1 included a confidentiality provision.
28

- 1 8. Agreement 2 was for Plaintiff to mount the above-referenced Bat Mobile
2 Replica kit onto a chassis provided by Defendant in exchange for Defendant
3 designing and implementing an advanced HTML website for Plaintiff as
4 described in section 5 of the Agreement.
- 5 9. Defendant purchased and delivered the Chassis to Plaintiff and Plaintiff
6 completed approximately 95% of the mounting of the kit on the Chassis prior
7 to the date of the breach referenced below (only the door latches remaining to
8 be completed). It is not now possible to remove the Batmobile Replica Car
9 Kit from the Chassis without destroying both the kit and the Chassis.
- 10 10. A dispute has arisen between Defendant and Plaintiff as to the quality and
11 design criteria compliance of the new HTML website.
- 12 11. Defendant has breached Agreement 2 as follows:
 - 13 1. Defendant failed to utilize the approved artwork on the 66bat and
14 89bat pages;
 - 15 2. Defendant used the intellectual property belonging to others as art on
16 the website;
 - 17 3. Defendant frequently refused to collaborate with Plaintiff's authorized
18 consultant, Kory Gieck, as instructed;
 - 19 4. Defendant frequently refused to collaborate telephonically, requiring
20 only email, causing unnecessary delays;
 - 21 5. Defendant made unauthorized changes to the approved artwork,
22 causing unreasonable delays;
 - 23 6. Defendant spend unnecessary time and effort reworking previously
24 rejected, inconsistent, designs;
 - 25 7. Defendant violated the confidentiality agreement by disclosing
26 confidential information to Plaintiff's competitors;
 - 27 8. Defendant have verbally abused both Plaintiff and Mr. Gieck on the
28 telephone and rudely hung up on them, while making frequent and
unwarranted threats of litigation;
 9. Defendant fraudulently contacted Media Catch and attempted to
have the flash site removed from their server;
 10. Defendant accessed the existing flash site and destroyed portions
thereof. The flash site now does not work correctly and requires re-
optimization;
 11. Defendant continue to refuse to accept Mr. Gieck's verbiage or finish
the site, stating that Plaintiff will have to take whatever content
Defendant deem "acceptable" or "good enough";

- 1 12. Defendant threaten to disclose the content of confidential
- 2 communications through a website;
- 3 13. Defendant purportedly use obsolete software for the creation of the
- 4 site;
- 5 14. Defendant purportedly include flash within the HTML site in violation
- 6 of Agreement 2; and
- 7 15. Defendant refuse to allow Plaintiff the opportunity to view the website
- 8 in its final condition (without encryption) prior to delivery of the
- 9 vehicle.

10 12. In light of all of the foregoing breaches of Agreement 2, on or about

11 September 16, 2010, Plaintiff sent Defendant a letter terminating Agreement

12 2. Thereafter, no further services by Defendant were accepted and Plaintiff

13 refused and did not utilize the HTML content Defendant have provided and

14 informed Defendant that he was not entitled to the mounted Batmobile

15 Replica Car Kit. In light of Defendant's numerous breaches of the

16 agreement, Plaintiff gave Defendant the following options relating to the

17 Batmobile Replica Kit Car:

- 18 1. Defendant compensate Plaintiff in the amount of \$22,750.00 for
- 19 the labor, costs and expenses in mounting the Kit onto the
- 20 chassis and, upon payment in full, Plaintiff delivers the fully
- 21 completed vehicle to Defendant at Plaintiff's facility in California;
- 22 or
- 23 2. In the alternative, Plaintiff keeps both the previously delivered kit
- 24 and chassis, since the vast majority of the barter services
- 25 constituted labor involved in mounting the kit onto the chassis and
- 26 over 95% of such labor had been performed on the date of the
- 27 letter. Plaintiff will honor the terms of Agreement 1 by providing
- 28 Defendant a 66 Bat Mobile Replica kit of equal or greater value to
- the one previously delivered, pursuant to the terms of Agreement
1. Finally, Plaintiff will reimburse Defendant for the actual cost of
- the chassis Defendant provided.

13. Since the date of the aforementioned letter, defendant has filed a legal

action in West Virginia. Plaintiff disputes that West Virginia has personal

jurisdiction of him relating to the afore-mentioned contracts, because

Plaintiff has never been to West Virginia and his labor was to be

1 performed exclusively in California on a vehicle in California and which
2 was to be delivered in California upon completion of the contract.

- 3
4 14. Plaintiff is informed, believes and based thereon alleges that Defendant
5 remains in possession of confidential information belonging to Plaintiff
6 and that Defendants either has or intends to disclose such confidential
7 information to Plaintiff's competitors to Plaintiffs financial harm and in
8 violation of the Uniform Trade Secret Act and Paragraph 1 of Agreement
9 1.

10
11 FIRST CAUSE OF ACTION
12 FOR DECLARATORY RELIEF
13 (AGAINST ALL DEFENDANTS)

- 14 15. Plaintiff incorporates paragraphs 1 – 14, inclusive by reference as if fully set
15 forth herein.
- 16 16. Whereas, Plaintiff believes that Defendant breached Agreement 2 by failing to
17 complete the bargained for website and whereas, the Batmobile Replica Kit
18 was mounted onto the Chassis as referenced above through the labor of
19 Plaintiff for which no consideration has been paid and cannot be removed
20 without destroying both the Kit and the Chassis and, whereas Defendant
21 disputes Plaintiff's allegations and claims he is entitled to the fully mounted
22 Batmobile Replica Kit Car in exchange for the HTML Website in its current
23 condition, an actual dispute has arisen and now exists between the parties.
- 24 17. Plaintiff seeks declaratory relief as follows:
25 a. Plaintiff is the sole owner of the Batmobile Replica Kit Car;
26 b. Defendant owns no interest in the Batmobile Replica Kit Car,;
27 c. the certificate of ownership (Pink Slip) evidencing ownership of the
28 Batmobile Replica Kit Car and Chassis must be returned to Plaintiff;

- 1 d. Plaintiff shall deliver to Defendant a new Batmobile Replica Kit Car of
2 equal or greater quality and value pursuant to the terms of Agreement 1;
3 e. Plaintiff is required to return to Defendant the \$3,000 defendant paid for
4 the Chassis;
5 f. The foregoing conclude the dealings between Plaintiff and Defendant and
6 that there exists no further obligations flowing between the two of them
7 arising or deriving from Agreement 1 or Agreement 2; and
8 g. The proper jurisdiction for the hearing of this matter is Riverside County,
9 California.

10 SECOND CAUSE OF ACTION
11 (BREACH OF CONTRACT
12 (AGAINST ALL DEFENDANTS)

- 13 18. Plaintiff incorporates paragraphs 1 – 14, inclusive by reference as if fully set
14 forth herein.
15 19. The aforementioned acts and omissions of Defendant constitute a breach of
16 Agreement 2.
17 20. Defendant's breach of Agreement 2 is the actual and proximate cause of
18 damage to Plaintiff in an amount exceeding the jurisdictional limits of this
19 court.
20 21. Plaintiff is entitled to compensatory damages against defendant in an amount
21 to be ascertained at trial.

22 THIRD CAUSE OF ACTION
23 FOR TRO AND PRELIMINARY INJUNCTION
24 (AGAINST ALL DEFENDANTS)

- 25 22. Plaintiff incorporates paragraphs 1 – 14, inclusive by reference as if fully set
26 forth herein.
27 23. Plaintiff requests a Temporary Restraining Order and Preliminary Injunction,
28 restraining Defendant from disclosing any confidential information belonging
the Plaintiff in Defendant's possession, custody or control or discussing the

1 "website or anything relevant to Kory or Mark's business with anyone" in
2 violation of paragraph 1 of Agreement 1.

3
4 FOURTH CAUSE OF ACTION FOR
5 UNJUST ENRICHMENT
(AGAINST ALL DEFENDANTS)

- 6 24. Plaintiff incorporates paragraphs 1 – 14, inclusive by reference as if fully set
7 forth herein.
- 8 25. Defendant has not paid for the mounted Batmobile Replica Kit Car. It would be
9 unfair, unjust and inequitable to allow Defendant to keep the car and the fruits of
10 Plaintiff's efforts without compensation therefor.

11
12 FIFTH CAUSE OF ACTION FOR
13 LIEN SALE (CC §3067 et seq.)
(AGAINST ALL DEFENDANTS)

- 14 26. Plaintiff incorporates paragraphs 1 – 14, inclusive by reference as if fully set
15 forth herein.
- 16 27. Whereas Plaintiff is entitled to a lien on the Batmobile Replica Kit Car as a
17 person performing labor, upon and furnishing supplies or materials for, and for
18 the storage, repair or safekeeping of said vehicle. Defendant gave written
19 consent for Plaintiff to do work in the value of the amount stated herein. Plaintiff
20 is entitled to lien sale the property to recoup the value of the labor, supplies
21 material and storage concerning the vehicle in an amount in excess of the
22 jurisdiction limits of this court.
- 23 28. Plaintiff is entitled compensatory damages therefor as well as reasonable
24 attorneys fees and costs pursuant to CC §3068 (d).

25 SIXTH CAUSE OF ACTION FOR
26 COMMON COUNT FOR WORK AND LABOR DONE
(AGAINST ALL DEFENDANTS)

- 27 29. Plaintiff incorporates paragraphs 1 – 14, inclusive by reference as if fully set
28 forth herein.

1 30. Plaintiff performed substantial work and labor on the Batmobile Replica Kit Car
2 for which Defendant has not paid. It would be unfair, unjust and inequitable to
3 allow Defendant to keep the car and the fruits of Plaintiff's efforts without
4 compensation therefor. As such, Plaintiff is entitled to the reasonable value of
5 the work and labor he performed on the vehicle in an amount in excess of this
6 court's jurisdictional limits to be determined at the time of trial.

7
8 PRAYER

9 Plaintiff prays for the following relief:

- 10 1. For a judicial declaration that:
- 11 a. Plaintiff is the sole owner of the Batmobile Replica Kit Car;
- 12 b. Defendant owns no interest in the Batmobile Replica Kit Car,;
- 13 c. the certificate of ownership (Pink Slip) evidencing ownership of the
- 14 Batmobile Replica Kit Car and Chassis must be returned to Plaintiff;
- 15 d. Plaintiff shall deliver to Defendant a new Batmobile Replica Kit Car of
- 16 equal or greater quality and value pursuant to the terms of Agreement 1;
- 17 e. Plaintiff is required to return to Defendant the \$3,000 defendant paid for
- 18 the Chassis;
- 19 f. The foregoing conclude the dealings between Plaintiff and Defendant and
- 20 that there exists no further obligations flowing between the two of them
- 21 arising or deriving from Agreement 1 or Agreement 2; and
- 22 a. The proper jurisdiction for the hearing of this matter is Riverside County,
- 23 California.
- 24 2. For a Temporary Restraining Order and Preliminary Injunction preventing
- 25 Defendant from disclosing or using any confidential information belonging to
- 26 Plaintiff for any reason whatsoever;
- 27 3. For Compensatory Damages in an amount in excess of the jurisdictional limits
- 28 of this court;
4. For exemplary and punitive damages;

Complaint

- 1 5. For costs of suit, including, attorney's fee and costs; and
- 2 6. For such other relief as the court considers just and proper.

3
4 Dated: April 1, 2012

Bennett & Bennett, APC

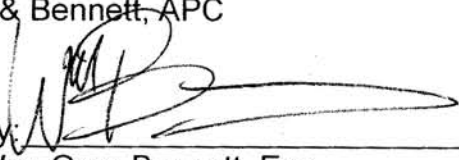
5
6 By: 
7 Wm. Greg Bennett, Esq.
8 Attorneys for Plaintiff
9 Mark Towle
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EXHIBIT "A"

AGREEMENT

between
Scott Lee
and
Mark Towle

PARTIES TO THIS AGREEMENT; are Scott Lee who's principal address Route 2 box446 harpers ferry WV.25425 (hereafter "Scott.") and Mark Towle , who's principal address is at 1601 West Mac Arthur b Costa Mesa CA 92704.(hereafter "Mark")

RECITALS;

WHEREAS, Scott Lee has the desire to contract with Mark Towle to produce a reproduction of an 66 bat mobile.

WHEREAS; Mark Towle ,has the talent and capabilities of reproducing custom cars.

AND WHEREAS;The mutual desires of the parties induce the making of this agreement between themselves and to each other's mutual benefit.

NOW, THEREFORE, in consideration of the foregoing recitals and the subsequent promises and covenants, the parties hereby agree as follows.

I. TERM OF AGREEMENT

This agreement shall be effective upon signing and shall be in effect until the web site is completed to Marks satisfaction and said kit is delivered to Scott Lee at Marks shoppe .

II.OBLIGATIONS OF Scott

1. Pay Mark a price of \$5'000.00 (five thousand) to manufacture 66 bat mobile kit fiberglass parts with payments as follows. \$5000,00(five thousand) due upon signing this agreement ,And to make a web site for Mark Towle to his approval. Maintenance web site for one year, and do everything possible with in Scott's power to make web site in top 5 google search . Scott is not to discuss web site or anything relevant to kory or marks business with anyone.

III OBLIGATIOIS OF MARK

- 1.Keep vechicle in secure place during construction
- 2.Provide proffessional craftsmanship using high grade quality materials and supplies
- 3.Complete construction of kit in 3 weeks.
- 4. To supply Scott with interior parts i.e. Center console, beacon rocket tubes, after burner, windshields and trim, futura seat bucks fiberglass door sweeps ,tee handles ,knobs batram handle and small misc parts
- 5.Mark will sell Scott wheels and tires at cost, as well as roll top dash at cost.

IV . CONDITIONS OF AGREEMENT

- 1.Scott is not responsible for any injuries or accidents prior to delivery of finished product.
- 2.Scott agrees to defend and provide all costs to defend Mark and hold harmless from and against any intellectual property rights claim that may arise from any work performed hereunder
- 3.Mark makes no claims as to the safety of the vehicle to be produced hereunder. The parties agree that the vehicle is not street legal and not safe as safety relates to modern safety standards, Furthermore Scott. hereby holds Mark Towle, their employees, contractors, and affiliates harmless from and against all claims, causes of action or liability that may arise from this agreement or the use of the vehicle to be produced hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set fourth below alongside their representative signatures

MARK TOWLE

X _____
_____ date

SCOTT LEE

X _____
_____ date

EXHIBIT "B"

CUSTOM CAR KIT AGREEMENT

This CUSTOM CAR MOUNT AGREEMENT is made and entered into effective as of the 14th day of April, 2010, by and between John Scott Lee, (hereafter called the "Web Designer"), and Mark Towle, (hereafter called the "Builder"), with reference to the following:

RECITALS

A. The Buyer desires to engage the services of the Builder to Mount a 1966 Gotham Garage Replicar 1966 Batmobile Kit owned by the Web Designer to a running Corvette (hereafter called the "Mount"), as defined below.

B. The Builder desires to be so engaged by the Web Designer on the terms and conditions contained herein. The Web Designer desires to be so engaged by the Builder on the terms and conditions contained herein.

The Buyer and the Seller mutually agree on the following terms and conditions:

1. ENGAGEMENT OF THE BUILDER

Buyer hereby engages the services of the Builder to build the Kit as an independent contractor performing a specially-ordered or commissioned work made for hire. Builder hereby accepts such engagement and agrees to perform all obligations hereunder. Builder agrees to mount the Kit as detailed in paragraph 4.2.

2. PURCHASE PRICE AND COMPLETION

Seller is willing to make, and Web Designer is willing to buy the Mounted Replicar for the price of three thousand dollars (\$3,000.00). It is estimated that the Kit will be completed and the contract terms met by both parties on or about August 14, 2008.

Builder is willing to trade or sell Additional Parts and Services at a future time. Web Designer is willing to trade or sell Additional Services at a future time. Builder nor Web Designer are not obligated to purchase Additional Parts or Services under this contract.

3. BUYER REQUEST FOR ALTERATIONS

3.1 The Buyer recognizes and agrees that some of his requests for changes or alterations to the Kit not included in the written contract may result in additional charges. Builder and Buyer shall mutually decide upon any changes/alterations, as well as any fee or trade for said changes and alterations, before they are made to the Mounted Kit by the Builder.

3.2 The Buyer also recognizes and agrees that some of his requests for changes/alterations to the Kit may involve more time in which to complete the

Kit. Such a delay in the delivery shall be mutually agreed upon before any changes and alterations are made to the Mounted Kit.

4. BUILDER'S RESPONSIBILITIES

4.1 BUILDER'S WARRANTIES AND REPRESENTATIONS

The Builder and Web Designer are in agreement for mounting the 1966 Replica Butts Kit currently owned by John Scott Lee and being stored by Mark Towle as per a previous contract to be mounted on an 85-89 Corvette Non Crossfire TPI Corvette.

The Builder acknowledges that the previous terms of the previous contract with Web Designer have been met. Agrees that his site has earned over 50,000 unique visits and appears on the first page of the most popular search engines for designated keywords presented to Web Designer that are directly associated with his business or product.

The Builder warrants and represents that he has experience mounting the Kit, and has the talent, equipment, and expertise to build the replica 1966 Batmobile for the Buyer. The Builder will perform in good faith and to the best of his ability, in the manner and at the times and places all of the services reasonably required of him by Buyer hereunder, and will comply with all reasonable directions, and requests in connection therewith, whether or not the same involve matters of artistic taste or judgment.

4.2 DESCRIPTION OF THE MOUNT

Stipulations of the Corvette donor are that:

- A. Title or proof of ownership of the donor Corvette will be provided to the Web Designer within 2 weeks after purchase of the donor car by the Builder.
- B. The brake system will be in good operational condition and brake lines rerouted
- C. Additional parts that can be used in the Batmobile replica from the donor Corvette will be left installed on the Corvette.
- D. Corvette Wheels and tires will be left on the donor vehicle.
- E. Donor Corvette will be an 85-89 Non Crossfire TPI Corvette.

Stipulations of the Batmobile Kit Mounted will be:

- A. Hood, Doors and Trunk will be properly fitted to the donor corvette Latching and swinging and inner door panels attached, door pillars in place.
- B. Builder will use non-oxidized good metal for all support in building the car and will take necessary steps to prevent oxidation and rust.
- C. Mounts will be installed for hood and trunk electric activators

- D. Body will be mounted as Mark Towles usual Corvette 1966 Batmobile replica conversion as done with previous clients or better.
- E. Mount will allow for additional trunk space fuel cell will be in place and operational
- F. Builder, will keep the Batmobile replica kit and Corvette safe from harm, theft or damage, and store the car once assembled free of charge till Web Designer can pick up or arrange delivery to his home.
- G. The Builder agrees to complete the mount and conditions as stated within this contract within 4 months of receiving compensation of \$3,000 as payment and in recognition of bartered services already received for web work previously completed to date for Builder, Mark Towles web site and forum, gothamgarage.net.

4.3 PROGRESS REPORTS AND BUYER VISITS

The Builder agrees to keep the Buyer posted of the progress on the Kit with email text messages on at least a monthly basis, with pictures when possible.

The Builder agrees to let the Buyer see the progress on the Kit as often as the Buyer wants to see it, during regular business hours.

4.4 SERVICES UNIQUE

The parties agree that the services to be rendered by the Builder are of a special, unique, unusual, extraordinary character involving skill of the highest order, giving them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in any action of law.

If the Builder fails to deliver on any of the provisions as required by Paragraph 4 above, Builder shall be in default of this Agreement. If such default occurs, Buyer may, in addition to any other of its legal and equitable remedies, terminate this Agreement by giving notice of such termination to the Builder. If Buyer elects to give Builder such notice, Builder shall be entitled to receive only the compensation accrued to the date of such notice. If Buyer gives Builder such notice, Builder shall, upon receipt of such notice, provide the Kit immediately to the Buyer, without any claim thereto by Buyer.

4.5 NO STORAGE FEES

The Builder will not charge the Buyer storage fees for the storage of the Kit.

5. WEB DESIGNER OBLIGATIONS

5.1 COMPENSATION TO BUILDER

- A. Web Designer will pay Builder \$3,000 for the purchase of the donor Corvette.
- B. Web Designer agrees to upgrade gothamgarage.net with a more advanced HTML site more suited for Hi Speed connection. Layouts will follow the 89 page and 66 pages already presented to Mark Towle for concept. Each page will have scrolling text, layouts will include a scrolling window for video playback, image pop ups, and will correlate in design and look to the Flash site already active for gothamgarage.net.

Web Designer agrees to build a page each for the following replicas or products and to implement them into gothamgarage.net, the Builders Web site.

- 1966 Batmobile Replica
- 1989 Batmobile Replica
- Munters Koach Replica
- Custom Choppers
- Speed Racer Mach 5 ~~Replica~~
- The Batboat Replica
- The Flintstones car Replica
- Kamen Ryder Page
- Five other pages to be later determined.

Home Page

*CUSTOM CARS
BLACK BRASS
VIDEO
GOTHAM CARS*

+ 7465

5.2 DELIVERY

The Buyer is responsible for pickup of the Kit and any shipping costs that may be incurred.

6. MISCELLANEOUS PROVISIONS

- 6.1 No waiver by any party hereto of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior or subsequent) of the same or any other term, covenant or the condition of this or any other agreement.
- 6.2 Paragraph headings and numbers used herein are for convenience only, and shall not be deemed to be part of this Agreement.
- 6.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

On _____ before me, _____, personally appeared _____,

(insert name and title of the officer here)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SIGNATURE

"WEB DESIGNER"

John Scott Lee

John Scott Lee
232 Mountain Dew Lane
Harpers Ferry WV 25425 USA

April 8 2010

Date

CERTIFICATE OF ACKNOWLEDGMENT

State of West Virginia)

) ss

County of Jefferson)

On April 8 2010 before me, Tina Shade, personally appeared John S Lee,

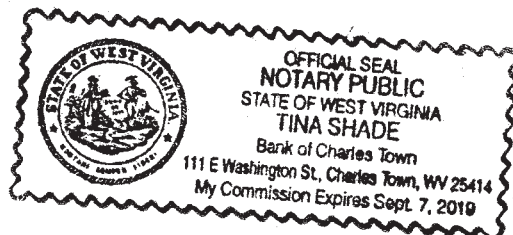
(insert name and title of the officer here)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tina Shade

NOTARY SIGNATURE



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Wm. Greg Bennett, Esq. BENNETT & BENNETT, APC 27368 Via Industria, Suite 112 Temecula, California 92590		FOR COURT USE ONLY
TELEPHONE NO: (951) 719-3456 FAX NO (951)719-1141 ATTORNEY FOR (Name): Plaintiff MARK TOWLE		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 Main Street MAILING ADDRESS: 4050 Main Street CITY AND ZIP CODE: Riverside, California 92501 BRANCH NAME: Riverside Historic Courthouse		
CASE NAME: TOWLE v. LEE		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: RIC 1204721 JUDGE: _____ DEPT: _____

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case is is not is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

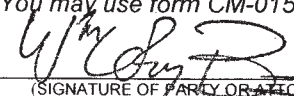
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **6**

5. This case is is not is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 3, 2012
 Wm. Greg Bennett, Esq. _____
(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Wm. Greg Bennett, Esq. BENNETT & BENNETT, APC 27368 Via Industria, Suite 112 Temecula, California 92590		FOR COURT USE ONLY
TELEPHONE NO: (951) 719-3456 FAX NO: (951) 719-1141 ATTORNEY FOR (Name): Plaintiff MARK TOWLE		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS 4050 Main Street MAILING ADDRESS 4050 Main Street CITY AND ZIP CODE Riverside, California 92501 BRANCH NAME Riverside Historic Courthouse		
CASE NAME: TOWLE v. LEE		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: RIC 1204721 JUDGE _____ DEPT _____

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case _____ is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 6
5. This case _____ is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 3, 2012

Wm. Greg Bennett, Esq.

(TYPE OR PRINT NAME)



[Handwritten Signature]
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

BANNING 135 N. Alessandro Rd., Banning, CA 92220
BLYTHE 265 N. Broadway, Blythe, CA 92225
X RIVERSIDE 4050 Main St., Riverside, CA 92501
HEMET 880 N. State St., Hemet, CA 92543

INDIO 46-200 Oasis St., Indio, CA 92201
MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553
TEMECULA 41002 County Center Dr., Ste. 100, Temecula, CA 92591

RI-030

<p><small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)</small> Wm. Greg Bennett, Esq. BENNETT & BENNETT, APC 27368 Via Industria, Suite 112 Temecula, California 92590</p> <p>TELEPHONE NO: (951) 719-3456 FAX NO. (Optional): (951) 719-1141 E-MAIL ADDRESS (Optional): gregbennett@bennettandbennettlaw.com ATTORNEY FOR (Name): Plaintiff MARK TOWLE</p> <hr/> <p>PLAINTIFF/PETITIONER: MARK TOWLE</p> <hr/> <p>DEFENDANT/RESPONDENT: JOHN SCOTT LEE</p>	<p><small>FOR COURT USE ONLY</small></p> <p>FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</p> <p>APR 04 2012</p> <p>R. Devries</p> <hr/> <p>CASE NUMBER RIC 1204721</p>
<p>CERTIFICATE OF COUNSEL</p>	

All civil cases shall be filed in the following courthouses based on the zip code of the area in which the cause of action arose.

The undersigned certifies that this matter should be tried or heard in the following court:

- | | | | |
|--|---|-----------------------------------|--------------------------------|
| <input type="checkbox"/> Banning | <input type="checkbox"/> Blythe | <input type="checkbox"/> Hemet | <input type="checkbox"/> Indio |
| <input type="checkbox"/> Moreno Valley | <input checked="" type="checkbox"/> Riverside | <input type="checkbox"/> Temecula | |

For the reasons specified below:

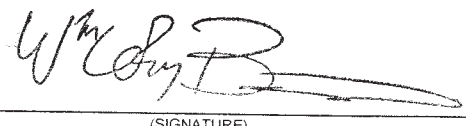
- The action arose in the zip code of: 92590 or
 City/Community of: Temecula
- The action concerns real property located in the zip code of: _____ or
 City/Community of: _____
- The Defendant resides in the zip code of: _____ or
 City/Community of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

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

Date April 3, 2012

Wm. Greg Bennett, Esq.
(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)


(SIGNATURE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street - 2nd Floor
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR CASE MANAGEMENT PURPOSES
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)

TOWLE VS. LEE

CASE NO. RIC 1204721

This case is assigned to the Honorable Judge Sharon J. Waters in Department 10 for case management purposes. The Case Management Conference is scheduled for 10/02/12 at 8:30 in Department 10.

Case is Assigned to Department 02 for Law and Motion Purposes.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6(a)(2) shall be filed in accordance with that section.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing notice on this date, by depositing said copy as stated above.

Dated: 04/04/12

Court Executive Officer/Clerk

By:


RHIANNEN K. DEVRIES, Deputy Clerk

ac:cmc;cmcb;cmch;cmct;cmcc
cmccb;cmcch;cmcct