

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Stephen M. Denning - 081800 The Law Offices of Stephen M. Denning, A P.C. 6073 N. Fresno St., Ste. 101, Fresno, CA 93710 <small>TELEPHONE NO: 559/438-5600 FAX NO. (Optional): 559-438-5706</small> E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Entrepreneur Media, Inc.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Kern STREET ADDRESS: 1415 Truxtun Ave. MAILING ADDRESS: CITY AND ZIP CODE: Bakersfield, CA 93301 BRANCH NAME: Metropolitan Division	
PLAINTIFF: Entrepreneur Media, Inc., d.b.a. Entrepreneur Magazine DEFENDANT: Crisp, Cole & Associates, a California Corporation, David Crisp, and Carl Cole <input checked="" type="checkbox"/> DOES 1 TO <u>10</u>	
<div style="text-align: center;">CONTRACT</div> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):	
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input checked="" type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER:

1. Plaintiff* (name or names): **Entrepreneur Media, Inc., d.b.a. Entrepreneur Magazine**

alleges causes of action against defendant* (name or names): **Crisp, Cole & Associates, a California Corporation, David Crisp, and Carl Cole**

2. This pleading, including attachments and exhibits, consists of the following number of pages: **11**

3. a. Each plaintiff named above is a competent adult

- except plaintiff (name): **Entrepreneur Media, Inc.**
- (1) a corporation qualified to do business in California
 - (2) an unincorporated entity (describe):
 - (3) other (specify):

b. Plaintiff (name): **Entrepreneur Media, Inc.**

- a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
Entrepreneur Magazine
- b. has complied with all licensing requirements as a licensed (specify):
- c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

- except defendant (name): **Crisp, Cole & Assoc.** except defendant (name):
- (1) a business organization, form unknown (1) a business organization, form unknown
 - (2) a corporation (2) a corporation
 - (3) an unincorporated entity (describe): (3) an unincorporated entity (describe):
 - (4) a public entity (describe): (4) a public entity (describe):
 - (5) other (specify): (5) other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.



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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): **1 to 5** were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): **6 to 10** are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
9. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify): **Breach of Guaranty**

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: **\$ 104,000.00**
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): **10** percent per year from (date): **December 15, 2006**
- c. attorney's fees
- (1) of: **\$ 8,500.00**
- (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: **June 15, 2007**

Stephen M. Denning, Esq.

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

SHORT TITLE:

Entrepreneur Media, Inc. v. Crisp, Cole & Associates, et al.

CASE NUMBER:

FIRST

CAUSE OF ACTION—Breach of Contract

(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): **Entrepreneur Media, Inc., d.b.a. Entrepreneur Magazine**

alleges that on or about (date): **October 11, 2006**

a written oral other (specify):

agreement was made between (name parties to agreement): **Plaintiff, Entrepreneur Media, Inc., and defendants, Crisp, Cole & Associates, David Crisp, and Carl Cole**

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC- 1 are as follows (specify):

BC-2. On or about (dates): **December 15, 2006**

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Defendant breached the agreement by failing to make timely payments as agreed for the advertising in plaintiff's magazine purchased from plaintiff.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify):

Plaintiff has not received defendant's payments and has been damaged in the sum of \$104,000.00 together with interest at the contract or statutory rate and all attorney fees and costs incurred in collecting this amount.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$ **8,500.00**

according to proof.

BC-6. Other:

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SECOND CAUSE OF ACTION—Common Counts
(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): **Entrepreneur Media, Inc., d.b.a. Entrepreneur Magazine**

alleges that defendant (name): **Crisp, Cole & Associates, a California corporation**

became indebted to plaintiff other (name):

a. within the last four years

(1) on an open book account for money due.

(2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

b. within the last two years four years

(1) for money had and received by defendant for the use and benefit of plaintiff.

(2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff

the sum of \$ **104,000.00**

the reasonable value.

(3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff

the sum of \$

the reasonable value.

(4) for money lent by plaintiff to defendant at defendant's request.

(5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.

(6) other (specify):

CC-2. \$ **104,000.00**, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of **10** percent per year from (date): **December 15, 2006**

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$ **8,500.00**

according to proof.

CC-4. Other:

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THIRD CAUSE OF ACTION

(Against Defendants, David Crisp and Carl Cole,
for Breach of Personal Guaranty)

1. Plaintiff hereby incorporates by reference the allegations of paragraphs 1 through 4, inclusive, 7, 8, 10, inclusive, BC-1 through BC-5, inclusive, and CC-1 through CC-3, inclusive, as though fully set forth in this cause of action.

2. On or about May 1, 2006, at Bakersfield, California, defendants, David Crisp and Carl Cole (collectively, "individual defendants"), made, executed, and delivered to plaintiff an instrument designated a personal guaranty, a copy of which is attached to this complaint as Exhibit B and made a part of this complaint.

3. In the guaranty, individual defendants individually guaranteed all present and future obligations of defendant, Crisp, Cole & Associates, a California corporation ("corporate defendant"), including all indebtedness and liability to plaintiff of every nature then owing or thereafter to be incurred by corporate defendant.

4. The purpose of the guaranty was to induce plaintiff to extend credit to corporate defendant.

5. Plaintiff acted in reliance on the guaranty and corporate defendants are now indebted to plaintiff in the sum of \$104,000.00.

6. No part of this sum has been paid by corporate defendant. Individual defendants have not paid any of the sum due under the guaranty despite plaintiff's demand. There is now due, owing, and unpaid from individual defendants the principal sum of \$104,000.00, together with interest on that sum.

7. As a result of the breach of the guaranty by individual defendants, plaintiff has not received the amount owed by individual defendants under the guaranty, and has been damaged in the sum of \$104,000.00, together with interest at the contract or statutory rate and all attorney fees and costs incurred in collecting this amount.

Wherefore, plaintiff prays judgment against individual defendants, and each of them, as set forth in paragraph 10 of this complaint.