

1 FRANKLIN G. GUMPERT, #66051  
2 BARKETT & GUMPERT  
3 Attorneys at Law  
4 2862 Arden Way, Suite 131  
5 Sacramento, CA 95825

<b>FILED &amp; ENDORSED</b>
MAY 14 2007
By: A. WOODWARD DEPUTY CLERK

5 Attorneys for Plaintiff  
6 MIKE BIBBY

7  
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SACRAMENTO

10  
11 MIKE BIBBY,

No. **07AS02223**

12 Plaintiff,

COMPLAINT FOR DAMAGES

13 vs.

14 212 MOTORING, a business form  
15 unknown, HARRY SHASHO, JEROME  
16 WILLIAMS, and DOES 1 through  
17 20, inclusive,

Defendants.

18  
19 COMES NOW Plaintiff MIKE BIBBY and alleges the following  
20 as his Complaint for Damages:

21 GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

22 1. At all times herein mentioned, Plaintiff MIKE BIBBY  
23 was a resident of the County of Sacramento, State of California.

24 2. Plaintiff is informed and believes that at all  
25 times herein mentioned, Defendant 212 MOTORING is a business form  
26 unknown, conducting business in the State of California.

27 3. Plaintiff is informed and believes that at all  
28 times herein mentioned, Defendant HARRY SHASHO is an individual

1 and principal, owner, operator, general partner or executive  
2 officer of Defendant 212 MOTORING.

3 4. Plaintiff is informed and believes that at all  
4 times herein mentioned, Defendant JEROME WILLIAMS is an individual  
5 and principal, owner, operator, general partner or executive  
6 officer of Defendant 212 MOTORING.

7 5. Plaintiff is unaware of the true names and  
8 capacities of Defendants sued herein as DOES 1 through 20,  
9 inclusive, and therefore sues these Defendants by such fictitious  
10 names. Plaintiff will ask leave of court to insert their true  
11 names and capacities when ascertained.

12 6. Plaintiff is informed and believes that at all  
13 times herein mentioned, all Defendants, including those identified  
14 as DOES 1 through 20, inclusive, were the agents and employees of  
15 their co-defendants, and in doing the acts complained of here were  
16 acting in the course and scope of such agency and employment.

17 7. On and after December 27, 2005, Plaintiff was the  
18 legal owner of a 1973 Chevrolet Caprice Classic, VIN  
19 California License number , hereinafter  
20 "Caprice".

21 8. Almost immediately after Plaintiff became the legal  
22 owner of the Caprice, Defendants approached Plaintiff with a  
23 request to take possession of and to allow Defendants to conduct  
24 repairs and/or restoration of Plaintiff's Caprice so that  
25 Defendants could enhance their on-going business and further  
26 economic opportunities by advertising that Defendants had  
27 completed the repairs and restoration of a vehicle owned by a well  
28 renowned professional basketball player.

1           9. In reliance upon express verbal representations by  
2 Defendants that Plaintiff would not be charged any money for any  
3 services to be performed by Defendants, and in further reliance on  
4 the fact that Plaintiff was not then provided a written estimate  
5 of the costs of any parts or labor as required under Business &  
6 Professions Code § 9884.9(a), Plaintiff allowed Defendants to  
7 temporarily take possession of the Caprice in Sacramento County  
8 with the understanding that said Caprice would be returned to  
9 Plaintiff in Sacramento within days of the repairs and restoration  
10 being completed.

11           10. After defendants took temporary possession of the  
12 Caprice, Plaintiff was never provided a written estimate of the  
13 costs of any parts or labor as required under Business &  
14 Professions Code § 9884.9(a) nor did he grant authority to any  
15 Defendant to conduct repairs or restoration at any financial cost  
16 to him.

17           11. Plaintiff made repeated requests for a report on the  
18 status of his Caprice, only to be told that Defendants were  
19 delaying completion of the repairs for their own business reasons,  
20 including the need to prioritize work.

21           12. In response to recent demands by Plaintiff for a  
22 return of his Caprice, Defendants have demanded the payment of  
23 \$48,700.00, claiming that every item on the car had been replaced  
24 and have refused to return the Caprice without payment of that  
25 entire sum.

26           13. Despite demands upon Defendants for a return of the  
27 Caprice to Plaintiff, its legal owner, Defendants refuse to do so.

28 ///

1 14. As of the date of filing this Complaint, Plaintiff  
2 is informed and believes that Defendants remain in possession of  
3 Plaintiff's Caprice, valued in excess of \$25,000.00.

4 FIRST CAUSE OF ACTION

5 [Conversion]

6 15. Plaintiff incorporates all the allegations in  
7 paragraphs 1 to 14 as if set forth fully herein.

8 16. As a result of Defendants' intentional interference  
9 with Plaintiff's lawful possession and use of said Caprice,  
10 Plaintiff has been deprived of the entire value of that classic  
11 Caprice, in an amount according to proof at trial.

12 17. As a further result of Defendants' refusal to  
13 return said Caprice, Plaintiff has also been deprived of the  
14 possession, use and enjoyment of said Caprice, in an amount  
15 according to proof at trial.

16 18. As a further result of Defendants' refusal to  
17 return said Caprice, Plaintiff has expended his time and money in  
18 pursuit of the return of his converted property, in an amount  
19 according to proof at trial.

20 19. The acts of Defendants were wilful, fraudulent and  
21 oppressive, justifying the award of exemplary damages as defined  
22 in Civil Code § 3294 against Defendants, and each of them,  
23 according to proof.

24 SECOND CAUSE OF ACTION

25 [Fraud]

26 20. Plaintiff incorporates all the allegations in  
27 paragraphs 1 to 14 as if set forth fully herein.

28 ///

1           21. Defendants made material misrepresentations of fact  
2 that Plaintiff would not be charged any money for any services to  
3 be performed by Defendants, that Defendants would take only  
4 temporary possession of the Caprice, and that Defendants would  
5 return the Caprice to Plaintiff in Sacramento.

6           22. The representations by Defendants were false when  
7 made, as Defendants had no intention to return the Caprice without  
8 charge to Plaintiff.

9           23. Defendants made the misrepresentation with the  
10 intent to defraud and induce Plaintiff to give possession of the  
11 Caprice to Defendants in Sacramento County, without Plaintiff  
12 knowing that the representations were false and were believed by  
13 Plaintiff to be true, such that Plaintiff acted in justifiable  
14 reliance on the truth of the representations made by Plaintiff.

15           24. Had Plaintiff known that the representations by  
16 Defendant were false, Plaintiff would not have given possession of  
17 the Caprice to Defendants.

18           25. As a result of Defendants' misrepresentation,  
19 Plaintiff has been deprived of the entire value of that classic  
20 Caprice, in an amount according to proof at trial.

21           26. As a further result of Defendants'  
22 misrepresentation, Plaintiff has also been deprived of the  
23 possession, use and enjoyment of said Caprice, in an amount  
24 according to proof at trial.

25           27. As a further result of Defendants'  
26 misrepresentation, refusal to return said Caprice, Plaintiff has  
27 expended his time and money in pursuit of the return of his  
28 converted property, in an amount according to proof at trial.

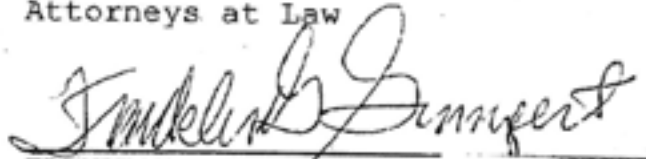


1 deem proper.

2 DATED: May 14, 2007

BARKETT & GUMPERT  
Attorneys at Law

3  
4  
5 By:



FRANKLIN G. GUMPERT,  
Attorneys for Plaintiff  
MIKE BIBBY

6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



PRNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <b>FRANKLIN G. GUMPERT,</b> <b>BARKETT &amp; GUMPERT</b>	TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (name): <b>Plaintiff MIKE BIBBY</b>		CASE NUMBER:
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>SACRAMENTO</b> STREET ADDRESS: <b>720 Ninth Street</b> MAILING ADDRESS: CITY AND ZIP CODE: <b>Sacramento, CA 95814</b> BRANCH NAME:		
PLAINTIFF: <b>MIKE BIBBY</b> DEFENDANT: <b>212 MOTORING, et al.</b>		
<b>STATEMENT OF DAMAGES</b> <b>(Personal Injury or Wrongful Death)</b>		

To (name of one defendant only): **212 MOTORING, a business form unknown**  
 Plaintiff (name of one plaintiff only): **MIKE BIBBY**  
 seeks damages in the above-entitled action, as follows:

	AMOUNT
<b>1. General damages</b>	
a. <input type="checkbox"/> Pain, suffering, and inconvenience .....	\$ _____
b. <input type="checkbox"/> Emotional distress .....	\$ _____
c. <input type="checkbox"/> Loss of consortium .....	\$ _____
d. <input type="checkbox"/> Loss of society and companionship (wrongful death actions only) .....	\$ _____
e. <input type="checkbox"/> Other (specify) .....	\$ _____
f. <input type="checkbox"/> Other (specify) .....	\$ _____
g. <input type="checkbox"/> Continued on Attachment 1.g.	
<b>2. Special damages</b>	
a. <input type="checkbox"/> Medical expenses (to date) .....	\$ _____
b. <input type="checkbox"/> Future medical expenses (present value) .....	\$ _____
c. <input type="checkbox"/> Loss of earnings (to date) .....	\$ _____
d. <input type="checkbox"/> Loss of future earning capacity (present value) .....	\$ _____
e. <input checked="" type="checkbox"/> Property damage .....	\$ <u>50,000.00</u>
f. <input type="checkbox"/> Funeral expenses (wrongful death actions only) .....	\$ _____
g. <input type="checkbox"/> Future contributions (present value) (wrongful death actions only) .....	\$ _____
h. <input type="checkbox"/> Value of personal service, advice, or training (wrongful death actions only) .....	\$ _____
i. <input checked="" type="checkbox"/> Other (specify) <u>Loss of use of property</u> .....	\$ <u>50,000.00</u>
j. <input checked="" type="checkbox"/> Other (specify) <u>Expenses to compel return of property</u> .....	\$ <u>15,000.00</u>
k. <input type="checkbox"/> Continued on Attachment 2.k.	
<b>3. <input checked="" type="checkbox"/> Punitive damages: Plaintiff reserves the right to seek punitive damages in the amount of (specify) \$</b> <u>250,000.00</u> when pursuing a judgment in the suit filed against you.	

Date: **May 14, 2007**  
**FRANKLIN G. GUMPERT,**

(TYPE OR PRINT NAME)

*Franklin Gumpert*  
 (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

(Proof of service on reverse)