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5 Attorneys for Plaintiff,
6 JEFFREY MICHEL

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SACRAMENTO

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11 JEFFREY MICHEL,

12 Plaintiff,

13 v.

14 USCL CORPORATION, a Nevada
corporation, and Does 1-10,

15 Defendant.
16

Case No.

COMPLAINT FOR MONEY

17
18 **I.**

19 **FIRST CAUSE OF ACTION**

20 1. Defendant USCL Corporation is, and at all times herein alleged was, a corporation
21 organized and existing under the laws of the State of Nevada with its principal place of business in
22 Sacramento County, California. Plaintiff is informed and believes and thereon alleges that said
23 Defendant is, and at all times herein mentioned was, authorized to do business and doing business
24 in the State of California.

25 2. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as
26 Does 1 through 10, inclusive, and therefore sues these Defendants by such fictitious names.
27 Plaintiff will amend this Complaint to allege their true names and capacities when the same are
28 ascertained. Plaintiff is informed and believes and based thereon alleges that each of the

1 fictitiously named Defendants is responsible in some manner for the occurrences herein alleged,
2 and Plaintiff's damages, as hereinafter alleged were proximately caused by such Defendant.

3 3. Plaintiff is informed and believes, and based hereon alleges, that each of the
4 Defendants was the agent, employee, or assign of each of the remaining Defendants, and in doing
5 the things herein alleged, was acting within the course and scope of said agency, employment or
6 assignment.

7 4. On or about April 1, 2007, Plaintiff and Defendant entered into a written agreement
8 captioned Product Development and Purchase Money Security Agreement. By virtue of this
9 written agreement, Plaintiff delivered to Defendant the sum of \$60,000.00 for the purposes set
10 forth therein. Defendants were to thereafter pay the minimum sum of \$70,000.00 to Plaintiff
11 within 18 months thereafter, which sum has not been paid, and has been due and owing, together
12 with interest thereon, since October 1, 2008.

13 5. The above-referenced agreement specifies that in the event either party initiates
14 litigation against the other to enforce the terms of the agreement, the prevailing party shall be
15 entitled to reasonable attorneys' fees and costs incurred. Plaintiff has retained the firm of Trainor
16 Fairbrook to enforce his rights under said agreement, and requests an award of reasonable
17 attorneys' fees and costs.

18 II.

19 SECOND CAUSE OF ACTION

20 6. Plaintiff hereby incorporates by reference as though set forth fully herein the
21 allegations of Paragraphs 1 through 3 of the First Cause of Action.

22 7. On or about September 25, 2007, Plaintiff and Defendant entered into a Bridge
23 Loan Agreement for the lending by Plaintiff to Defendants of the sum of \$30,000.00 pursuant to a
24 written agreement.

25 8. Said agreement provided for the repayment by Defendants to Plaintiff of the loan
26 principal and all accrued interest thereon on or before December 15, 2007.

27 9. Although demand for payment has been made, no part of the amount due has been
28 received, and the entirety of the principal, together with interest thereon at the rate specified in the

1 agreement from and after September 25, 2007 is now due, owing, and unpaid.

2 **III.**

3 **THIRD CAUSE OF ACTION**

4 10. Plaintiff hereby incorporates by reference as though set forth fully herein the
5 allegations of Paragraphs 1 through 3 of the First Cause of Action.

6 11. During the period from 2006 through 2007, Plaintiff served as a Director on the
7 Board of Directors of Defendant USCL Corporation. In connection with such service, Plaintiff
8 incurred expenses totaling \$20,090.23 for travel to attend board meetings and conferences on
9 behalf of and for the benefit of Defendant for which Defendant agreed to reimburse Plaintiff.

10 12. Though demand for said repayment has been made, payment has not been received,
11 and there is now due and owing the sum of \$20,090.23, together with interest thereon at the
12 statutory rate from and after the date of accrual of each item of expense.

13 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

14 On the First Cause of Action:

15 1. For the principal sum of \$70,000.00, together with pre-judgment interest thereon
16 from and after October 1, 2008;

17 2. For attorneys' fees incurred;

18 On the Second Cause of Action:

19 3. For the principal sum of \$30,000.00, together with interest thereon at the note rate
20 from and after September 25, 2007;

21 On the Third Cause of Action:

22 4. For the principal sum of \$20,090.23, together with pre-judgment interest thereon,
23 from and after the date of accrual of each component item of said total;

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1 On All Causes Of Action:

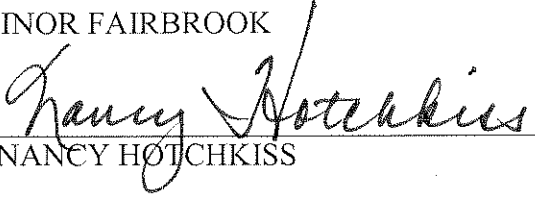
2 5. For Costs incurred; and

3 6. For such other and further as this Court deems proper.

4 Dated: July 16 2010

TRAINOR FAIRBROOK

By:


NANCY HOTCHKISS