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County of Santa Clara
21CV382435
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CHARLES ALAN MOUSSEAU AND
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FOR THE MOUSSEAU FAMILY TRUST
DATED APRIL 15, 2016; and PENSCO
TRUST COMPANY LLC, CUSTODIAN
FBO CHARLES MOUSSEAU IRA; and
PENSCO TRUST COMPANY LLC,
CUSTODIAN FBO ANTHONY P. CARVALHO IRA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

CHARLES ALAN MOUSSEAU AND CARRIE RIOPEL MOUSSEAU, TRUSTEES FOR THE MOUSSEAU FAMILY TRUST DATED APRIL 15, 2016; and PENSCO TRUST COMPANY LLC, CUSTODIAN FBO CHARLES MOUSSEAU IRA; and PENSCO TRUST COMPANY LLC, CUSTODIAN FBO ANTHONY P. CARVALHO IRA, Plaintiffs, vs. JOHN DOE, an individual; JOHN DOE COMPANY, a California limited liability company; and DOES 1 through 50, inclusive Defendants.	Case No.: 21CV382435 **COMPLAINT FOR:** **1. BREACH OF CONTRACT;** **2. FRAUD - INTENTIONAL MISREPRESENTATION;** **3. FRAUD - CONCEALMENT;** **4. NEGLIGENT MISREPRESENTATION;** **5. ELDER ABUSE;** **6. FALSE PROMISE;** **7. CONSPIRACY;** **8. CONVERSION** **AND DEMAND FOR JURY TRIAL**

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Plaintiffs Charles Alan Mousseau and Carrie Riopel Mousseau, Trustees for the Mousseau Family Trust dated April 15, 2016; Pensco Trust Company LLC, Custodian FBO Charles Mousseau IRA; and Pensco Trust Company LLC, Custodian FBO Anthony P. Carvalho IRA (collectively, "Plaintiffs") allege as follows:

I. INTRODUCTION

1. This is a case about Defendants John Doe's and John Doe Company's (jointly, "Defendants") fraud and conversion of over $1,400,000.

2. At all times mentioned herein, the parties entered into promissory notes whereby Defendant John Doe personally guaranteed payment. Two of the three notes were to be recorded by deeds of trust, which Defendants never recorded. At all times mentioned herein, Defendants made various representations relating to their ability to pay the notes. Defendants, in fact, did not have the ability to pay these notes, and pledged monies and properties to other third parties. All of this was done with an intent to induce Plaintiffs into paying monies and, all the while, Defendants hid the fact that they did not have the ability to pay.

3. As a result of Defendants' and each of their fraudulent, despicable, and/or oppressive conduct, Plaintiffs suffered damages and seek punitive damages.

II. THE PARTIES

A. PLAINTIFFS

4. Plaintiffs Charles Alan Mousseau ("Mr. Mousseau") and Carrie Riopel Mousseau ("Mrs. Mousseau"), Trustees for the Mousseau Family Trust dated April 15, 2016 (jointly, the "Mousseaus"), are a married couple residing in Santa Clara County, California. Collectively, Mr. Mousseau, Mrs. Mousseau, the Mousseaus, Pensco-Mousseau, and Pensco-Carvalho are referred to as "Plaintiffs."

5. Plaintiff Pensco Trust Company LLC, Custodian FBO Charles Mousseau IRA ("Pensco-Mousseau") is a California limited liability company. Collectively, Mr. Mousseau, Mrs. Mousseau, the Mousseaus, Pensco-Mousseau, and Pensco-Carvalho are referred to as "Plaintiffs."

6. Plaintiff Pensco Trust Company LLC, Custodian FBO Anthony P. Carvalho IRA ("Pensco-Carvalho") is a California limited liability company. Collectively, Mr. Mousseau, Mrs.

Mousseau, the Mousseaus, Pensco-Mousseau, and Pensco-Carvalho are referred to as "Plaintiffs."

B. DEFENDANTS

7. Defendant John Doe ("John Doe") is an individual residing in Santa Clara County, California. Jointly, John Doe and John Doe Company are referred to as "Defendants."

8. Defendant John Doe Company ("John Doe Company") is a California limited liability company, of which Defendant John Doe is the managing member, located and doing business in Santa Clara County, California. Jointly, John Doe and John Doe Company are referred to as "Defendants."

C. OTHER DEFENDANTS

9. Plaintiffs are ignorant of the true names and capacities, whether individual, corporate, associate or otherwise of defendants named herein as DOES 1 through 20, inclusive, and therefore sue said defendants by such fictitious names pursuant to the Code of Civil Procedure §474. Plaintiffs will pray leave of Court to amend this Complaint to allege their true names and capacities when the same have been ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named defendants are responsible in some manner for the occurrences herein alleged and that their injuries and damages were proximately caused thereby. As used herein, the word "Defendants" shall hereinafter mean the named Defendants as set forth above and Defendants DOES 1 through 20, and each of them.

10. At all times mentioned herein, Defendants, and each of them, were the agents, servants, employees, or alter egos of their co-Defendants, and each of them, and were joint venturers with, or co-partners with, or sureties for their co-Defendants, and each of them, and were at all times mentioned herein acting within the course and scope of said agency, employment, and/or other relationship.

D. AGENCY/EMPLOYEE/AIDING AND ABETTING

11. At all times herein mentioned, Defendants, and each of them, were agents, employees, and/or joint venturers of each of the remaining Defendants, and in doing the acts hereinafter alleged were acting within the course and scope of such agency and/or employment. Because of the agency, employment, and/or joint venturer relationship between Defendants, each

defendant has actual and/or constructive knowledge of the acts of each of the other defendants. Each defendant ratified, approved, joined in, acquiesced, and/or authorized the wrongful acts of each co-defendant, and each of them, as set forth below, and/or retained the benefits of said wrongful acts.

12. In performing and failing to perform the acts alleged herein, each defendant aided and abetted the other Defendants; each defendant is and/or was the employee agent, joint venturer, and/or representative of the others, and was acting on their behalf, within the scope of that agency, employment, and/or joint venturer and with their permission and consent; and each defendant acted both directly and indirectly through agents and employees.

E. ALTER EGO

13. At all times mentioned herein, Defendants, and each of them, were the agents, servants, employees, or alter egos of their co-defendants, and each of them, and were joint venturers with, or co-partners with, or sureties for their co-defendants, and each of them, and were at all times mentioned herein acting within the course and scope of said agency, employment, and/or other relationship.

III. JURISDICTION & VENUE

14. Venue is proper in this Court as the contract subject of this litigation was entered into in the County of Santa Clara and the Property it concerns is located in the County of Santa Clara, State of California, and Defendants reside in the County of Santa Clara, State of California.

15. The amount in controversy exceeds the jurisdiction of this Court.

IV. GENERAL ALLEGATIONS

16. This action arises from several investment loans made by Plaintiffs to Defendants John Doe ("John Doe") and John Doe Company ("John Doe Company") (jointly, John Doe and John Doe Company are referred to as "Defendants").

17. On November 14, 2019, John Doe Company executed a Promissory Note in the amount of $500,000 with Charles Alan Mousseau and Carrie Riopel Mousseau, trustees for the Mousseau Family Trust dated April 15, 2016 (jointly, "Mousseau" or "Lenders") (the "2019 Promissory Note"). John Doe personally guaranteed the 2019 Promissory Note. At the time the note was entered into and many times thereafter, Defendants represented that they could and

would pay back the principal and interest on said notes.

18. In connection with the 2019 Promissory Note, John Doe Company had prepared a Second Deed of Trust and Assignment of Rents securing a Promissory Note dated on or about November 14, 2019 ("2019 DOT"). The 2019 DOT related to and was to be recorded against the property located at XXX East Homestead Road, Sunnyvale, California, APN XXX-XXXXX, which is owned by XXXXX Homestead Road LLC, the sole manager/member of which is John Doe Company, the sole member/manager of which is John Doe (the "Homestead Property").

19. At the time the 2019 DOT was prepared, Defendants represented to Mousseau that the 2019 DOT was in second position and there was enough equity in the Property to cover the debt set forth in the 2019 Promissory Note.

20. At the time the 2019 DOT was prepared, Defendants, and each of them, represented to Mousseau that the 2019 DOT would be recorded with the Santa Clara County Recorder's Office. At the time these representations were made by Defendants, they were knowingly false and Defendants intended to misrepresent and/or defraud Mousseau. There was never an intent to record the 2019 DOT and Defendants knew there would not be enough equity in the Homestead Property, as Defendants were promising the equity in the Homestead Property to other third parties (all of the foregoing, along with other misrepresentations surrounding the 2019 DOT, are collectively referred to as the "2019 DOT Misrepresentations").

21. On or about December 29, 2020, Defendants executed an amendment to the 2019 Promissory Note to resolve an issue concerning the interest set forth in the 2019 Promissory Note, and it was agreed that the interest due was ten percent (10%) per annum ("2019 Promissory Note Amendment"). At and before the time the 2019 Promissory Note Amendment was executed, Defendants represented that they could and would pay back the principal and interest on said note.

22. At all times mentioned herein, the 2019 Promissory Note and 2019 Promissory Note Amendment have not been paid and are fully due to Plaintiffs in the principal amount $500,000 plus interest ("2019 Promissory Note Default").

23. On or about January 30, 2020, Defendants had prepared a Promissory Note dated January 30, 2020, in the amount of $550,000.00. 000 ("January 2020 Promissory Note"). John

Doe Company was the borrower. The lenders were Pensco Trust Company LLC (a.k.a. Pacific Premier Trust), Custodian FBO Charles Mousseau IRA for the sum of $300,000 and Pensco Trust Company LLC, Custodian FBO Anthony P. Carvalho IRA ("Lenders") in the amount of $250,000, for a total of $550,000. John Doe personally guaranteed the January 2020 Promissory Note. At the time the 2020 Promissory Note was prepared and several times thereafter, Defendants represented that they had the ability and intended to pay back the principal and interest on said note.

24. In connection with the January 2020 Promissory Note, Defendants had prepared a Second Deed of Trust and Assignment of Rents securing a Promissory Note dated on or about January 30, 2020 securing the January 2020 Promissory Note to the Homestead Property ("January 2020 DOT").

25. At the time the January 2020 DOT was prepared and several times thereafter, Defendants represented to the Lenders that the January 2020 DOT was in a position such that there was enough equity in the Homestead Property to cover the debt set forth in the January 2020 Promissory Note. Defendants represented that they had the ability and intended to pay back the principal and interest on said note using, among other things, the Homestead Property.

26. At the time the January 2020 DOT was prepared and several times thereafter, Defendants, and each of them, represented to the Lenders that the January 2020 DOT would be recorded with the Santa Clara County Recorder's Office. At the time these representations, as particularized, above, were made by Defendants, they were knowingly false and Defendants intended to misrepresent and/or defraud the Lenders. For example, there was never an intent by Defendants to pay the January 2020 Promissory Note or record the January 2020 DOT, and Defendants knew there would not be enough equity in the Homestead Property or other properties, as Defendants were promising the equity in the Homestead Property and other properties to other third parties (all of the foregoing, along with other misrepresentations surrounding the January 2020 DOT, are collectively referred to as the "January 2020 DOT Misrepresentations").

27. The January 2020 Promissory Note and the Amended 2019 Promissory Note have not been paid and are fully due to Lenders in the principal amount of $550,000 plus interest

("January 2020 Promissory Note Default").

28. On or about December 29, 2020, Defendants executed an amendment to their 2019 Promissory Note to resolve an issue concerning the interest set forth in the January 2020 Promissory Note, and it was agreed that the interest due was ten percent (10%) per annum ("January 2020 Promissory Note Amendment"). At the time the 2019 Promissory Note was prepared and several times thereafter, Defendants represented that they could and would pay back the principal and interest on said note.

29. On or about February 12, 2020, John Doe Company executed a Promissory Note in the amount of $350,000 with Mousseau (the "February 2020 Promissory Note"). John Doe personally guaranteed the February 2020 Promissory Note. At the time the February 2020 Promissory Note was prepared and several times thereafter, Defendants represented that they could and would pay back the principal and interest on said note.

30. On or about December 29, 2020, Defendants executed an amendment to their February 2020 Promissory Note to resolve an issue concerning the interest set forth in the February 2020 Promissory Note, and it was agreed that the interest due was ten percent (10%) per annum ("February 2020 Promissory Note Amendment"). At the time the February 2020 Promissory Note was prepared and several times thereafter, Defendants represented that they could and would pay back the principal and interest on said note.

31. On or about December 29, 2020, Defendants executed an amendment to their February 2020 Promissory Note to resolve an issue concerning the interest set forth in the February 2020 Promissory Note, and it was agreed that the interest due was ten percent (10%) per annum ("February 2020 Promissory Note Amendment"). At the time the February 2020 Promissory Note Amendment was prepared and several times thereafter, Defendants represented that they could and would pay back the principal and interest on said note.

32. At all times mentioned herein, Defendants made various intentional and/or negligent misrepresentations and/or omissions, as particularized above, all of which were false. Each representation was made with the intent by Defendants to induce Mousseau and Lenders to loan monies to Defendants. Plaintiffs are informed and believe, and thereon allege, that

Defendants knew these monies would not or could not be repaid and false promises and material misrepresentations were made to Plaintiffs.

33. In each case where Defendants executed a promissory note (as particularized above), the principal sum in the note was actually given to the Defendants by the beneficiary of the promissory note at the time of the note was made, and the principal sum stated in the note is due with interest. The combined total principal due under the 2019 Promissory Note, January 2020 Promissory Note, and February 2020 Promissory Note is $1,400,000.00, exclusive of interest.

34. Plaintiffs are informed and believe, and thereon allege, that Defendants, and each of them, made false representations with the intent to induce Plaintiffs into paying Defendants said monies.

35. Plaintiffs are informed and believe, and thereon allege, that Defendants, and each of them, knew at the time the promissory notes were entered into that these monies would not or could not be repaid, and made false promises.

36. Plaintiffs are informed and believe, and thereon allege, that Defendants' representations were made with the intent to defraud and/or deceive the respective Plaintiffs.

37. Plaintiffs are informed and believe, and thereon allege, that Defendants' representations were made intentionally and with full knowledge that Plaintiffs, for their respective Promissory Notes and Deeds of Trust, reasonably and justifiably relied upon the representations and that Defendants had no reason to believe their representations were true and/or could be paid.

38. Plaintiffs are informed and believe, and thereon allege, that Defendants were the substantial factor and cause of Plaintiffs' damages as follows:

(a) 2019 Promissory Note: Principal $500,000; Interest $4,166.67 per month;

(b) January 2020 Promissory Note: Principal $550,000; Interest $4,583.33 per month;

(c) February 2020 Promissory Note: Principal $350,000; Interest $2,916.67 per month.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(Against the All Defendants)

39. Plaintiffs incorporate by reference the allegations the foregoing paragraphs as though set forth in full herein.

40. As set forth above, at all times mentioned herein, Plaintiffs and Defendants entered into the 2019 Promissory Note, 2019 DOT, the 2019 Promissory Note Amendment, the January 2020 Promissory Note, the January 2020 DOT, the January 2020 Promissory Note Amendment, the February 2020 Promissory Note, the February 2020 Promissory Note Amendment.

41. As particularized above, at all times mentioned herein, Defendants were required to record the 2019 DOT and the January 2020 DOT.

42. At all times mentioned herein, Plaintiffs did substantially all things required of them.

43. Defendants failed and refused to pay Plaintiffs' the amounts owed to them.

44. As a direct and proximate result of Defendants breach of contract, Plaintiffs were harmed by being deprived of the benefits of the contract in an amount according to proof.

WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more fully set forth below.

SECOND CAUSE OF ACTION
FRAUD - INTENTIONAL MISREPRESENTATION
(Against All Defendants)

45. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

46. At all times mentioned herein, as particularized above, Defendants made various representations relating to the 2019 Promissory Note, 2019 DOT, the 2019 Promissory Note Amendment, the January 2020 Promissory Note, the January 2020 DOT, the January 2020 Promissory Note Amendment, the February 2020 Promissory Note, the February 2020 Promissory Note Amendment.

47. At all times mentioned herein, the above-referenced representations were false. Defendants, and each of them, knew the representations were false at the time they made them.

48. At all times mentioned herein, Defendants intended that Plaintiffs and Lenders rely on the representations, as particularized above.

49. At all times mentioned herein, Plaintiffs reasonably relied upon Defendants' representations and, as a result, Plaintiffs were harmed.

50. At all times mentioned herein, Plaintiffs' reliance on Defendants' representations were a substantial factor in causing harm.

51. Defendants' intentional conduct was a substantial factor in causing Plaintiffs' damages as follows:

(a) 2019 Promissory Note: Principal $500,000; Interest $4,166.67 per month;

(b) January 2020 Promissory Note: Principal $550,000; Interest $4,583.33 per month;

(c) February 2020 Promissory Note: Principal $350,000; Interest $2,916.67 per month

52. Defendants knew that their representations were false when made, and made the representations with the intention of deceiving Plaintiffs and thereby inducing Plaintiffs to invest monies.

53. Defendants' conduct was an intentional misrepresentation, deceit, or concealment of material facts known to the Defendants with the intention on the part of the Defendants to thereby deprive Plaintiffs of their rights under the various promissory notes, and was despicable conduct that subjected the Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary damages.

WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more fully set forth below.

THIRD CAUSE OF ACTION
FRAUD - CONCEALMENT
(Against All Defendants)

54. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

55. At all times mentioned herein, as particularized above, Defendants made various representations relating to the 2019 Promissory Note, 2019 DOT, the 2019 Promissory Note Amendment, the January 2020 Promissory Note, the January 2020 DOT, the January 2020 Promissory Note Amendment, the February 2020 Promissory Note, the February 2020 Promissory Note Amendment.

56. At all times mentioned herein, Defendants disclosed some facts to Plaintiffs, but intentionally failed to disclose other facts, making the representations/disclosures defective. Further, Defendants intentionally failed to disclose certain facts that were known to them and that Plaintiffs could not have discovered.

57. Plaintiffs did not know of the concealed facts and Defendants intended to deceive Plaintiffs by concealing facts.

58. At all times mentioned herein, had the omitted information been disclosed, Plaintiffs reasonably would have behaved differently.

59. Defendants' conduct was an intentional misrepresentation, deceit, or concealment of material facts known to the Defendants with the intention on the part of the Defendants to thereby deprive Plaintiffs of their rights under the various promissory notes, and was despicable conduct that subjected the Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary damages.

WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more fully set forth below.

FOURTH CAUSE OF ACTION
NEGLIGENT MISREPRESENATION
(Against All Defendants)

60. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

61. At all times mentioned herein, as particularized above, Defendants made various representations relating to the 2019 Promissory Note, 2019 DOT, the 2019 Promissory Note Amendment, the January 2020 Promissory Note, the January 2020 DOT, the January 2020

Promissory Note Amendment, the February 2020 Promissory Note, the February 2020 Promissory Note Amendment.

62. At all times mentioned herein, Defendants had no reasonable grounds for believing their representations were true, and Defendants intended that Plaintiffs and Lenders rely on the representations, as particularized above.

63. At all times mentioned herein, Plaintiffs reasonably relied upon Defendants' representations and, as a result, Plaintiffs were harmed.

64. At all times mentioned herein, Plaintiffs' reliance on Defendants' representations were a substantial factor in causing harm.

65. Defendants' intentional conduct was a substantial factor in causing Plaintiffs' damages as follows:

(a) 2019 Promissory Note: Principal $500,000; Interest $4,166.67 per month;

(b) January 2020 Promissory Note: Principal $550,000; Interest $4,583.33 per month;

(c) February 2020 Promissory Note: Principal $350,000; Interest $2,916.67 per month

66. Defendants knew that their representations were false when made, and made the representations with the intention of deceiving Plaintiffs and thereby inducing Plaintiffs to invest monies.

67. Defendants' conduct was an intentional misrepresentation, deceit, or concealment of material facts known to the Defendants with the intention on the part of the Defendants to thereby deprive Plaintiffs of their rights under the various promissory notes, and was despicable conduct that subjected the Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary damages.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

FIFTH CAUSE OF ACTION
ELDER ABUSE
(Against All Defendants)

68. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

69. At all times mentioned herein, Defendants took, hid, appropriated, and/or retained Plaintiffs' property.

70. At all times mentioned herein, Plaintiff Charles Mousseau was 65 years of age or older.

71. Defendants took, hid, appropriated, and/or retained in taking Plaintiffs' property with the intent to defraud and/or by undue influence.

72. At all times mentioned herein, Plaintiffs were harmed and Defendants' conduct, as particularized above, was a substantial factor in causing Plaintiffs harm.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

SIXTH CAUSE OF ACTION
FALSE PROMISE
(Against All Defendants)

73. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

74. At all times mentioned herein, Defendants made a promise to Plaintiffs, as particularized above, relating to the 2019 Promissory Note, 2019 DOT, the 2019 Promissory Note Amendment, the January 2020 Promissory Note, the January 2020 DOT, the January 2020 Promissory Note Amendment, the February 2020 Promissory Note, the February 2020 Promissory Note Amendment, including, but not limited to, the fact that Defendants had the ability to and would make the payments set forth in said notes through, among other mechanisms, deeds of trust.

75. At all times mentioned herein, Defendants did not intend to perform this promise when it was made.

76. Defendants intended that Plaintiffs rely upon the promises, as particularized above.

77. At all times mentioned herein, Plaintiffs reasonably relied upon Defendants'

promises.

78. At all times mentioned herein, Defendants did not perform the promised acts, as particularized above.

79. At all times mentioned herein, Plaintiffs were harmed, and Plaintiffs' reliance on Defendants' promises were a substantial factor in causing Plaintiffs' harm.

80. As a direct and proximate result of Defendants' false promises to Plaintiffs, Plaintiffs have been damaged in an amount according to proof at trial.

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as hereinafter set forth.

SEVENTH CAUSE OF ACTION
CONSPIRACY
(Against All Defendants)

81. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

82. Defendants, and each of them, are responsible for the harm because they were each part of a conspiracy to commit breach of contract, fraud, intentional misrepresentation, negligent misrepresentations, and false promise against Plaintiffs.

83. Defendants did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and above-alleged agreement among themselves and plan with one another to deprive Plaintiffs of their rights.

84. Defendants, and each of them, furthered the conspiracy by cooperation with one another, or lent aid and encouragement to one another, or ratified and adopted the acts of the other Defendants in the acts alleged herein.

85. Defendants agreed with one another and intended that the acts herein alleged to deprive Plaintiffs of the monies owed to them. Defendants each knew all the details of their agreement or scheme, and the identities of all other participants in their conspiracy.

86. Plaintiffs did not know of, and could not have discovered, Defendants' scheme because Defendants actively misrepresented and concealed their intentions to Plaintiffs.

87. As a proximate result of the wrongful acts herein alleged, Plaintiffs have been generally damaged in an amount according to proof.

88. In doing the things herein alleged, Defendants acted with malice, oppression, and/or fraud as defined under Civ. Code § 3294(c), willfully and with the intent to cause economic injury to the Plaintiffs. Defendants were therefore guilty of malice, oppression, and/or fraud in conscious disregard of Plaintiffs' rights, thereby warranting an assessment of exemplary damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct.

WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more fully set forth below.

EIGHTH CAUSE OF ACTION
CONVERSION
(Against All Defendants)

89. Plaintiffs incorporate by reference the allegations of the foregoing paragraphs as though set forth in full herein.

90. At all times mentioned herein, as particularized above, Defendants made various representations relating to the 2019 Promissory Note, 2019 DOT, the 2019 Promissory Note Amendment, the January 2020 Promissory Note, the January 2020 DOT, the January 2020 Promissory Note Amendment, the February 2020 Promissory Note, the February 2020 Promissory Note Amendment.

91. At all times mentioned herein, Plaintiffs owned and possessed the right to monies set forth in the various notes.

92. At all times mentioned herein, Defendants interfered with Plaintiffs' property by knowingly and/or intentionally promising payment would be made and that it would be secured by various deeds of trust, and thus prevented Plaintiffs from having access to security for this property.

93. Additionally, at all times mentioned herein, Defendants refused to return the items after demands were made.

94. At all times mentioned herein, Plaintiffs did not consent to Defendants' wrongful, intentional, and/or unlawful conduct and, as a result, Plaintiffs were harmed.

95. At all times mentioned herein, Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

96. Defendants' conduct was an intentional misrepresentation, deceit, or concealment of material facts known to the Defendants with the intention on the part of the Defendants to thereby deprive Plaintiffs of their rights under the various promissory notes, and was despicable conduct that subjected the Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of punitive damages.

WHEREFORE, Plaintiffs pray for relief against Defendants, and each of them, as more fully set forth below.

VI. PRAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows.

1. For compensatory damages in an amount according to proof;
2. For general damages in an amount according to proof;
3. For special damages in an amount according to proof;
4. For applicable interest at the legal rate;
5. For exemplary damages;
6. For costs of suit, including reasonable attorneys' fees as provided for in the promissory notes; and
7. For such other and further relief as the Court deems just and proper.

Dated: May 13, 2021

ROSSI DOMINGUE LLP

By:_____

DEAN C. ROSSI
Attorneys for Plaintiffs
CHARLES ALAN MOUSSEAU AND CARRIE RIOPEL MOUSSEAU, TRUSTEES FOR THE MOUSSEAU FAMILY TRUST DATED APRIL 15, 2016; and PENSCO TRUST COMPANY LLC, CUSTODIAN FBO CHARLES MOUSSEAU IRA; and PENSCO TRUST COMPANY LLC, CUSTODIAN FBO ANTHONY P. CARVALHO IRA