

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 16 2009

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JUN 17 2009
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1 Christina L. Geraci (SBN 236719)
2 Anthony F. Geraci (SBN 238892)
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5
6 Attorneys for Plaintiff, Michael Dubin, an individual, MICHAEL DUBIN & ASSOCIATES,
7 INC. DEFINED PENSION BENEFIT PLAN; and DUBIN LTD, LLC, a California limited
8 liability company,

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF RIVERSIDE**

11
12 MICHAEL DUBIN, an individual; MICHAEL
13 DUBIN & ASSOCIATES, INC. DEFINED
14 PENSION BENEFIT PLAN; and DUBIN LTD,
LLC, a California limited liability company,

Case No. *RC* **529000**

15 Plaintiff,

COMPLAINT FOR:

16 v.

- 17 1. FRAUD AND DECEIT
- 18 2. INTENTIONAL
- 19 MISREPRESENTATION
- 20 3. NEGLIGENT MISREPRESENTATION
- 21 4. FRAUDULENT INDUCEMENT
- 22 TO CONTRACT
- 23 5. BREACH OF CONTRACT
- 24 6. UNFAIR AND DECEPTIVE BUSINESS
- 25 PRACTICES (CAL. B&P CODE 17200)
- 26 7. NEGLIGENCE
- 27 8. CONVERSION
- 28 9. UNJUST ENRICHMENT

18 R.J. SOLIS, LLC., a California limited liability
19 company; RALPH J. SOLIS, an individual; and
20 DOES 1-50, inclusive,

21 Defendants.

Demand over \$25,000.00

25 COMES NOW, Plaintiff, MICHAEL DUBIN, an individual, and alleges as follows:

26 **GENERAL ALLEGATIONS**

27 1. At all times mentioned herein, MICHAEL DUBIN is an individual residing in the
28 County of Los Angeles, State of California.

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1 2. At all times mentioned herein, MICHAEL DUBIN & ASSOCIATES, INC.
2 DEFINED PENSION BENEFIT PLAN is a pension plan whose beneficiary resides in the County
3 of Los Angeles State of California.

4 3. At all times mentioned herein, DUBIN LTD, LLC is a California limited liability
5 company, doing business in the State of California, with its principal place of business in the
6 County of Los Angeles State of California (MICHAEL DUBIN, MICHAEL DUBIN &
7 ASSOCIATES, INC. DEFINED PENSION BENEFIT PLAN and DUBIN LTD, LLC are
8 collectively hereinafter referred to as "PLAINTIFF").

9 4. At all times mentioned herein, R.J. SOLIS, LLC. is a California limited liability
10 company, doing business in the State of California, with its principal place of business in the
11 County of Riverside, State of California.

12 5. PLAINTIFF is informed and based upon information and belief alleges that at all
13 times mentioned herein, Defendant, RALPH J. SOLIS ("SOLIS") is an individual doing business
14 in the Counties of Riverside and Los Angeles, State of California, and residing in the County of
15 Riverside, State of California.

16 6. The true names and capacities, whether individual, corporate, associate or
17 otherwise, of Defendants DOES 1 through 50 inclusive are unknown to PLAINTIFF at this time,
18 and PLAINTIFFS therefore sue said Defendants by such fictitious names. PLAINTIFF is
19 informed and believe and thereon allege that each of the Defendants designated herein as a DOE
20 Defendant is tortiously, contractually, maliciously, or otherwise responsible in some manner for
21 the events and happenings alleged herein and that each did proximately cause thereby the
22 following damages to PLAINTIFF. PLAINTIFF will amend this Complaint to allege the true
23 names and capacities when they are ascertained.

24 7. Each of the Defendants named in the caption of this Complaint are and were the
25 agents, servants and employees of each of the remaining Defendants named herein and, in doing
26 the things alleged herein, were acting within the course and scope of said agency, service and
27 employment with consent and permission of their employer and principal.

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1 8. All of the acts, events and contractual undertaking alleged herein occurred within
2 the Counties of Riverside, in the State of California, and within the jurisdiction of the above-
3 entitled court. Further, the damages which PLAINTIFF incurred as alleged below are within the
4 jurisdiction of this Court.

5 **FACTUAL HISTORY**

6 9. PLAINTIFF was solicited by RALPH J. SOLIS (“SOLIS”) in 2008 to purchase
7 promissory notes from SOLIS.

8 11. Based on SOLIS’ representations that he had promissory notes secured by deeds of
9 trust (collectively, the “Notes”) to sell, PLAINTIFF entered into contractual arrangements to
10 purchase said notes secured by deeds of trust from SOLIS (See Exhibit “A”).

11 12. From March of 2008 until August 11, 2008, PLAINTIFF purchased notes from
12 SOLIS with an aggregate of in excess of one million dollars (\$1,000,000.00) in promissory notes.

13 13. On October 14, 2008, PLAINTIFF sent SOLIS an email informing him of the latest
14 bounced check and requesting assurances that the \$302,200 due on October 31, 2008 would be
15 paid.

16 14 SOLIS sent PLAINTIFF a check for \$308,200 to pay PLAINTIFF what
17 PLAINTIFF was owed. However, the check for \$308,200 bounced.

18 **FIRST CAUSE OF ACTION**

19 **(Fraud and Deceit)**

20 15. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
21 14 above, and incorporates them by reference as though fully set forth herein.

22 16. At all times mentioned herein, SOLIS knew that SOLIS did not own the Notes he
23 purported to sell to PLAINTIFF. SOLIS knowingly misrepresented, concealed, and failed to
24 disclose this fact to PLAINTIFF. Therefore, SOLIS was not vested with the right to sell the Notes
25 to PLAINTIFF.

26 17. SOLIS intended to induce reliance on the part of PLAINTIFF in purchasing the
27 Notes based on the false representation that R.J. SOLIS, LLC and/or SOLIS owned the Property.

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1 18. PLAINTIFF did justifiably and reasonably rely on SOLIS' representation that
2 SOLIS owned the Notes and entered into a contract to purchase the Notes from SOLIS. Had
3 PLAINTIFF known that SOLIS did not in fact own the Notes, PLAINTIFF would not have
4 entered into the Contract and invested over one million dollars (\$1,000,000) with SOLIS.

5 19. As a result of SOLIS' misrepresentation PLAINTIFF has incurred damages of
6 sums paid under the Notes, and fees and costs of bringing this suit in an amount in excess of
7 \$1,000,000.00.

8 20. The aforementioned conduct of SOLIS was oppressive, fraudulent, despicable, and
9 malicious. The aforementioned acts of SOLIS were committed with the wanton and willful
10 disregard of the rights of PLAINTIFF in an effort to deceive PLAINTIFF. Therefore,
11 PLAINTIFF are entitled to an award of exemplary and punitive damages according to proof.

12 **SECOND CAUSE OF ACTION**

13 **(Intentional Misrepresentation)**

14 21. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
15 20 above, and incorporates them by reference as though fully set forth herein.

16 22. At all times mentioned herein, SOLIS knew that SOLIS did not own the Notes he
17 purported to sell to PLAINTIFF. SOLIS knowingly misrepresented, concealed, and failed to
18 disclose this fact to PLAINTIFF. Therefore, SOLIS was not vested with the right to sell the Notes
19 to PLAINTIFF.

20 23. SOLIS intended to induce reliance on the part of PLAINTIFF in purchasing the
21 Notes based on the false representation that R.J.SOLIS, LLC and/or SOLIS owned the Property.

22 24. PLAINTIFF did justifiably and reasonably rely on SOLIS' representation that
23 SOLIS owned the Notes and entered into a contract to purchase the Notes from SOLIS. Had
24 PLAINTIFF known that SOLIS did not in fact own the Notes, PLAINTIFF would not have
25 entered into the Contract and invested over one million dollars (\$1,000,000) with SOLIS.

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1 25. As a result of SOLIS' misrepresentation PLAINTIFF has incurred damages of
2 sums paid under the Notes, and fees and costs of bringing this suit in an amount in excess of
3 \$1,000,000.00.

4 26. The aforementioned conduct of SOLIS was oppressive, fraudulent, despicable, and
5 malicious. The aforementioned acts of SOLIS were committed with the wanton and willful
6 disregard of the rights of PLAINTIFF in an effort to deceive PLAINTIFF. Therefore,
7 PLAINTIFF is entitled to an award of exemplary and punitive damages according to proof.

8 27. The aforementioned conduct of SOLIS and R.J. SOLIS, LLC were oppressive,
9 fraudulent, despicable, and malicious. The aforementioned acts of the Defendants were
10 committed with the wanton and willful disregard of the rights of PLAINTIFF in an effort to
11 deceive PLAINTIFF. Therefore, PLAINTIFF is entitled to an award of exemplary and punitive
12 damages according to proof.

13 **THIRD CAUSE OF ACTION**

14 **(Negligent Misrepresentation)**

15 28. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
16 27 above, and incorporates them by reference as though fully set forth herein.

17 29. SOLIS, R.J. Solis LLC, and DOES 1 to 50, inclusive, and each of them owed
18 PLAINTIFF a duty to accurately, legitimately, and competently disclose all material facts
19 regarding the Notes to PLAINTIFF.

20 30. PLAINTIFF is informed and believe, and thereon allege, that SOLIS, R.J. Solis,
21 LLC, and DOES 1 to 50, inclusive, and each of them, negligently, carelessly, and wrongfully
22 failed to use reasonable care and/or conform to the applicable professional standard of care in
23 preparing and executing the sale of the Notes between PLAINTIFF and R.J. Solis, LLC and
24 SOLIS.

25 31. PLAINTIFF is informed and believes, and thereon alleges, that SOLIS, R.J. Solis,
26 LLC, and DOES 1 to 50, inclusive, and each of them, negligently and carelessly failed to exercise
27 reasonable care and diligence to avoid loss and to minimize and mitigate damages which could
28 have been prevented by reasonable efforts on the part of SOLIS, R.J. Solis, LLC, and DOES 1 to

1 50, inclusive, or by procedures which should have been made in the exercise of due care in
2 executing the transactions.

3 32. As a direct and proximate result of the negligence of R.J. Solis, LLC, SOLIS, and
4 DOES 1 to 50, inclusive, and each of them, PLAINTIFF has been damaged, including but not
5 limited to his initial investment of over \$1,000,000.00, and costs incurred and costs he continues
6 to incur for investigation, defense, litigation, and attorneys' fees arising out of the negligence of
7 SOLIS, R.J. Solis, LLC, and DOES 1 to 50, inclusive, and each of them to properly execute the
8 loan documents within the Transaction.

9 33. Prior to the filing of this Complaint, PLAINTIFF incurred certain COSTS in the
10 evaluation and defense of this suit, which arose out of the contract between PLAINTIFF and
11 SOLIS, R.J. SOLIS, LLC, and DOES 1 to 50, inclusive, and each of them. PLAINTIFF allege
12 that he is entitled to judgment over and against SOLIS, R.J. SOLIS, LLC, and DOES 1 to 50,
13 inclusive, and each of them, for all sums that PLAINTIFF incurred in the aforementioned COSTS.

14 **FOURTH CAUSE OF ACTION**

15 **(Fraudulent Inducement to Contract)**

16 34. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
17 33 above, and incorporates them by reference as though fully set forth herein.

18 35. At all times mentioned herein, SOLIS knew that R.J. Solis, LLC or SOLIS did not
19 own the Notes he purported to sell. SOLIS knowingly misrepresented, concealed, and failed to
20 disclose this fact to PLAINTIFF. Therefore, SOLIS was not vested with the right to sell the Notes
21 to PLAINTIFF.

22 36. SOLIS intended to induce reliance on the part of PLAINTIFF in entering into the
23 Contract based on the false representation that SOLIS or R.J. Solis, LLC owned the Notes.

24 37. PLAINTIFF did justifiably and reasonably rely on SOLIS' representation that
25 Orange Crest owned the Notes. Had PLAINTIFF known that SOLIS or R.J. Solis, LLC did not in
26 fact own the Notes, PLAINTIFF would not have entered into the Contract and invested over
27 \$1,000,000.00 which would not be a real promissory note and secured by an invalid or nonexistent
28 Deed of Trust.

1 38. As a result of SOLIS' misrepresentation PLAINTIFF has incurred damages of
2 sums paid under the note, and fees and costs of bringing this suit in an amount in excess of
3 \$1,000,000.00.

4 39. The aforementioned conduct of SOLIS and R.J. Solis, LLC were oppressive,
5 fraudulent, despicable, and malicious. The aforementioned acts of SOLIS and R. J. Solis, LLC
6 were committed with the wanton and willful disregard of the rights of PLAINTIFF in an effort to
7 deceive PLAINTIFF. Therefore, PLAINTIFF is entitled to an award of exemplary and punitive
8 damages according to proof.

9 **FIFTH CAUSE OF ACTION**

10 **(Unfair and Deceptive Business Practices – Cal. B&P Code 17200)**

11 40. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
12 39 above, and incorporates them by reference as though fully set forth herein.

13 41. SOLIS, R.J. Solis, LLC, and DOES 1 to 50, inclusive, and each of them engaged in
14 fraudulent business practices and schemed to defraud PLAINTIFF out of his money.

15 42. By engaging in such an unlawful, unfair or deceptive business practice,
16 PLAINTIFF s lost over \$1,000,000.00 to SOLIS, R.J. Solis, LLC, and DOES 1 to 50, inclusive,
17 and each of them.

18 43. Defendants, and each of them, are guilty of fraud, oppressiveness and/or malice,
19 entitling PLAINTIFF to recover punitive or exemplary damages as authorized by Civil Code
20 Section 3294 in an amount to be proven at time of trial.

21 **SIXTH CAUSE OF ACTION**

22 **(Breach of Contract)**

23 44. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
24 64 above, and incorporates them by reference as though fully set forth herein.

25 45. The Contract between PLAINTIFF and Defendants, and each of them, required
26 Defendants, and each of them, to pay monthly payments to PLAINTIFF depending on the loans
27 PLAINTIFF purchased from SOLIS or R.J. Solis, LLC. Furthermore, Defendants were to pay to
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1 PLAINTIFF the full principal balance of loans when they became due. As of September 2008,
2 SOLIS has failed to pay to PLAINTIFF over \$1,000,000.00 and PLAINTIFF expects a full loss in
3 excess of \$1,000,000.00 due to SOLIS' fraudulent acts.

4 46. Defendants, and each of them, acknowledged that they examined the Contract
5 documents prior to the execution of the Contract and agreed to comply with those documents, as
6 well as all government laws applicable to the transaction.

7 47. PLAINTIFF is informed and believes, and thereon alleges, that Defendants, and
8 each of them, failed to comply with the contractual requirements set forth above and in the
9 preceding cause of action.

10 48. PLAINTIFF has fully performed all conditions and promises required of them on
11 their part to be performed in accordance with the terms and conditions of the Contract.

12 49. Defendants, and each of them, have breached the written Contract in that they have
13 failed to assign over the Notes to PLAINTIFF and/or account for the monthly payments
14 PLAINTIFF was due under the various Notes purchased from SOLIS and R.J. Solis, LLC.

15 50. As a result of Defendants, and each of their breaches of the Contract, PLAINTIFF
16 has incurred damages including, but not limited to, his initial loan amount of over \$1,000,000.00,
17 litigation fees and costs, and attorney's fees.

18 **SEVENTH CAUSE OF ACTION**

19 **(Negligence)**

20 51. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
21 50 above, and incorporates them by reference as though fully set forth herein.

22 52. SOLIS, R.J. Solis, LLC, and DOES 1 to 50, inclusive, and each of them owed
23 PLAINTIFF a duty to accurately, legitimately, and competently purchase and assign the Notes to
24 PLANTIFF.

25 53. PLAINTIFF is informed and believes, and thereon alleges, that SOLIS and R.J.
26 Solis, LLC, and DOES 1 to 50, inclusive, and each of them, negligently, carelessly, and

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1 wrongfully failed to use reasonable care and/or conform to the applicable professional standard of
2 care in preparing and executing the documents between PLAINTIFF and SOLIS.

3 54. PLAINTIFF is informed and believes, and thereon alleges, that SOLIS and R.J.
4 Solis, LLC, and DOES 1 to 50, inclusive, and each of them, negligently and carelessly failed to
5 exercise reasonable care and diligence to avoid loss and to minimize and mitigate damages which
6 could have been prevented by reasonable efforts on the part of SOLIS, R.J. Solis, LLC, and DOES
7 1 to 50, inclusive, or by procedures which should have been made in the exercise of due care in
8 executing the Transaction.

9 55. As a direct and proximate result of the negligence of SOLIS, R.J. Solis, LLC, and
10 DOES 1 to 50, inclusive, and each of them, PLAINTIFF has been damaged, including but not
11 limited to his initial investment in excess of \$1,000,000.00, and costs incurred and costs they
12 continue to incur for litigation costs and attorneys' fees arising out of the negligence of SOLIS,
13 R.J. Solis, LLC and DOES 1 to 50, inclusive, and each of them to properly execute the loan
14 documents within the Transaction.

15 56. Prior to the filing of this Complaint, PLAINTIFF incurred certain COSTS in the
16 evaluation and defense of this suit, which arose out of a contract between PLAINTIFF and SOLIS,
17 R.J. Solis, LLC, and DOES 1 to 50, inclusive, and each of them. PLAINTIFF alleges that he is
18 entitled to judgment over and against SOLIS, R.J. Solis, LLC, and DOES 1 to 50, inclusive, and
19 each of them, for all sums that PLAINTIFF incurred in the aforementioned COSTS.

20 **EIGHTH CAUSE OF ACTION**

21 **(Conversion)**

22 57. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
23 56 above, and incorporates them by reference as though fully set forth herein.

24 58. At all times herein mentioned, PLAINTIFF was and is entitled to immediate
25 possession of the investment money in excess of \$1,000,000.00 as described in the Contract.

26 59. Due to the default of the Defendants, and each of them, PLAINTIFF was and is
27 entitled to immediate possession of the investment money in excess of \$1,000,000.00 as described
28 in the Contract, and has demanded that Defendants, and each of them, forthwith deliver up the

1 amount of \$1,000,000.00 to PLAINTIFF; however, Defendants, and each of them, have refused
2 and continue to refuse to do so and have converted the investment money in excess of
3 \$1,000,000.00 to their own use.

4 60. As a direct and proximate result of the foregoing, PLAINTIFF has been damaged,
5 including but not limited to his initial investment in excess of \$1,000,000.00, and costs incurred
6 and costs he continues to incur for litigation costs and attorneys' fees, and other amounts to be
7 proven at the time of trial.

8 **NINTH CAUSE OF ACTION**

9 **(Unjust Enrichment)**

10 61. PLAINTIFF realleges each and every allegation set forth in paragraphs 1 through
11 60 above, and incorporates them by reference as though fully set forth herein.

12 62. Plaintiff has paid out in excess of \$1,000,000.00 to Defendant, who has had use of
13 the proceeds.

14 63. Defendant has refused and continues to refuse to repay the proceeds.

15 64. The use of the proceeds by Defendant constitutes an unjust enrichment of
16 Defendant at Plaintiff's expense.

17 65. As a result of the unjust enrichment of Defendant, PLAINTIFF has been damaged,
18 including but not limited to his initial investment in excess of \$1,000,000.00, and costs incurred
19 and costs he continues to incur for litigation costs and attorneys' fees, and other amounts to be
20 proven at the time of trial.

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ATTACHMENT TWO

The party appearing at the Judgment Debtor Examination (hereinafter referred to as "Debtor") is required wherever applicable, as set forth below, to produce either the original or a legible copy of the requested documents.

1. All names, telephone numbers, and addresses of persons who owe a debt to you.
2. The name, telephone number and address for the escrow company used for the Pico Vista property you are representing Favio Amezcua for.
3. The telephone number and address for Favio Amezcua.
4. The telephone number and address for Mayra Gonzales.
5. The telephone number and address for Richard Rosiak.
6. The telephone number and address for Carlos & Nelly Lopez.
7. The telephone number and address for Ruth Garcia.
8. The telephone number and address for Richard Talamantes.
9. The telephone number and address for Javier Talamantes.
10. The telephone number and address for Violeta Toro.
11. The telephone number and address for Mario Durazco.
12. State the amount of mileage and the VIN on the 2000 Jaguar S Type vehicle.
13. State the addresses for all properties that you have submitted an offer on behalf of your clients.

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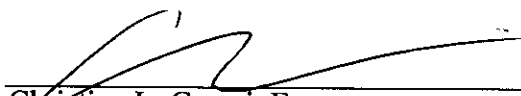
PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against SOLIS, R.J. Solis, LLC, and DOES 1 to 50, inclusive, and each of them as follows:

1. For damages in an amount in excess of \$1,000,000.00;
2. For costs of suit herein incurred;
3. For reasonable attorneys fees;
4. For punitive and exemplary damages; and
5. For all further relief that the court deems necessary and just.

DATED: June 1, 2009

GERACI LAW FIRM, APC



Christina L. Geraci, Esq.
Anthony F. Geraci, Esq.
Attorneys for Plaintiffs,
MICHAEL DUBIN, MICHAEL DUBIN &
ASSOCIATES, INC. DEFINED PENSION
BENEFIT PLAN; and DUBIN LTD, LLC, a
California limited liability company

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
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 SBN: 238892
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FOR COURT USE ONLY

ATTORNEY FOR (Name): **Plaintiff, Michael Dubin**
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Riverside**
 STREET ADDRESS: **4050 Main Street**
 MAILING ADDRESS: **Riverside, CA 92501**
 CITY AND ZIP CODE:
 BRANCH NAME: **Main Branch**

CASE NAME: **Dubin v. Solis**

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **529000**
 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:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <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) <p>Non-PI/PD/WD (Other) Tort</p> <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) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <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) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <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)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <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) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. Large number of separately represented parties d. Large number of witnesses

b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

c. Substantial amount of documentary evidence f. 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): **Nine (9)**

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: **June 11, 2009**
Anthony F. Geraci, 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.

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

NOTICE OF CASE MANAGEMENT DEPARTMENT ASSIGNMENT AND
CASE MANAGEMENT CONFERENCE

MICHAEL DUBIN VS. R.J. SOLIS, LLC
CASE NO. RIC 529000

The above entitled case is ASSIGNED to the HONORABLE
Judge Mac R. Fisher in Department 06 as CASE
MANAGEMENT DEPARTMENT.

The Case Management Conference described in Rules of Court
3.722 is scheduled for 12/15/09 at 8:30 am/pm in
Department 06.

The plaintiff/cross-complainant shall serve a copy of the
Notice of Case Management Department Assignment and Case
Management Conference to all defendants/cross-defendants
named or added to the complaint and file proof of service
thereof.

If this case is assigned to a Commissioner and party
does not stipulate to the hearing of law and motion matters
by the Commissioner, that party MUST, within ten (10) days
of the service of this Notice, file a Notice of Non-Stipulation.
Failure to file such Notice within ten (10) days shall be
deemed acceptance of the Case Management Department Assignment.

DATE OF NOTICE: 06/16/09

CLERK'S CERTIFICATE

I, Clerk of the above entitled Court, do hereby certify
that on this date, I provided the plaintiff(s) or plaintiffs'
attorney of record with a copy of the foregoing NOTICE.

CLERK OF THE COURT

Date: 06/16/09

by:


RICQUEL L MCELYEA