

**PROBER & RAPHAEL, A LAW CORPORATION**  
DIANA R. TORRES-BRITO, ESQ. #163193  
E. RICHARD MCGUIRE, ESQ. #282511  
MICHAEL I. PRIMACK, ESQ. #332612  
20750 Ventura Blvd., Suite 100  
Woodland Hills, CA 91364  
Tel: 818.227.0100  
WF.069-002

Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CENTRAL JUSTICE CENTER - UNLIMITED

**Assigned for All Purposes**  
**Judge David A. Hoffer**

VANTAGE RETIREMENT PLANS, LLC, f/b/o )	Case No.: 30-2023-01306442-CU-CL-CJC
JOSEPH MARTINEZ IRA )	
Plaintiff )	<b>COMPLAINT FOR BREACH OF CONTRACT;</b>
	<b>MONEY LENT</b>
Vs. )	[Claim Amount: \$120,000]
ASKREN INVESTMENTS, LLC )	
Defendant )	

**PLAINTIFF ALLEGES AS FOLLOWS:**

PARTIES

- At all times herein, plaintiff VANTAGE RETIREMENT PLANS, LLC, f/b/o JOSEPH MARTINEZ IRA ("Plaintiff") was, and is, a Limited Liability Company whose principal address is located in Phoenix, Arizona;
- At all times relevant herein, Defendant ASKREN INVESTMENTS, LLC ("Defendant") was, and is, a corporate entity formed in the State of Colorado, and registered to do business in the State of California, whose principal address is located in the city of Aliso Viejo, Orange County, California.

1           3.     The true names and capacities, whether individual, corporate,  
2           associate, or otherwise, of the Defendants named herein as Does 1  
3           through 10, inclusive, are unknown to Plaintiff, which therefore  
4           sues said Defendants by their fictitious names under Code of  
5           Civil Procedure Section 474. Plaintiff asks leave of Court to  
6           amend its Complaint to include the true names and capacities of  
7           said Defendants when the same have been ascertained.

8           4.     At all times herein relevant each Defendant was the agent,  
9           servant, and employee of every other Defendant and in doing the  
10          acts of which complaint is herein made was at all times acting  
11          within the course and scope of said agency or employment or in  
12          the alternative was acting for a common purpose and objective of  
13          causing the financial loss of which complaint is made herein.

14   **FACTS COMMON TO ALL COUNTS**

15          5.     On or about January 12, 2021, Plaintiff and Defendant entered  
16          into a written agreement (the "Agreement") whereupon Plaintiff  
17          would loan Defendant the sum of \$100,000.00 (the "Principal  
18          Sum"), and in exchange for which Defendant agreed it would repay  
19          said sum by May 21, 2021, with interest of 20%, totaling \$120,000  
20          (the "Total Amount").

21          6.     In exchange for the lending of the Principal Sum, Defendant  
22          executed a note and security agreement which secure the repayment  
23          of the Balance against real property commonly referred to as 2182  
24          E. 68<sup>th</sup> St., Cleveland, OH 44103 (the "Property").

25          7.     Pursuant to the terms of the Agreement, Defendant was required to  
26          pay to Plaintiff the total amount of \$120,000, consisting of the  
27          Principal Sum + 20%.

- 1 8. Pursuant to the terms of the Agreement, the Total Amount was  
2 required to be paid on or before May 21, 2021 (the "Maturity  
3 Date").
- 4 9. Failure to pay the Total Amount by the Maturity Date would result  
5 in the Total Amount accruing interest in the amount of 5% per  
6 annum.
- 7 10. Defendant has made no payments on the Agreement, and there  
8 remains due and owing the full Total Amount, plus interest  
9 accruing at 5% per annum.
- 10 11. Plaintiff has demanded repayment from Defendant. Notwithstanding  
11 this demand, Defendant has failed and refused, and continues to  
12 fail and refuse, to make any payment pursuant to the terms of the  
13 Agreement.
- 14 12. The Agreement provided for the recovery of attorney's fees and  
15 costs in any suit to enforce its terms.

16 **FIRST CAUSE OF ACTION**

17 **(Against All Defendants - BREACH OF CONTRACT)**

- 18 13. Plaintiff restates and realleges Paragraphs 1 through 12,  
19 inclusive, of the Complaint as though fully set forth herein.
- 20 14. On May 21, 2021, Defendant failed to pay the Total Amount as set  
21 forth in the terms of the Agreement.
- 22 15. Demand has been made of Defendant to pay the amount required by  
23 the Agreement. However, Defendant has failed and refused, and  
24 continues to fail and refuse, to make any payment to Plaintiff in  
25 accordance with his requirements under the Agreement.
- 26 16. Plaintiff has been damaged in the amount of \$120,000.00, together  
27 with 5% thereon from May 21, 2021, through date of judgment.
- 28

1 17. The Agreement provided for the recovery of attorneys' fees and  
2 costs incurred in this action, in an amount to be determined by  
3 the Court.

4 **SECOND CAUSE OF ACTION**

5 **(Against All Defendants - MONEY LENT)**

6 18. Plaintiff restates and realleges Paragraphs 1 through 10,  
7 inclusive, of the Complaint as if fully set forth herein.

8 19. Within four years past, Defendant requested, and Plaintiff lent,  
9 in the County of Santa Clara, State of California, in the amount  
10 of \$100,00.00

11 20. After all appropriate credits and charges, there is now due and  
12 owing and unpaid the sum of \$100,000.00, together with interest  
13 at the legal rate from May 21, 2021, through the date of  
14 Judgment, of which no part has been paid although demand has been  
15 made.

16 WHEREFORE, Plaintiff prays for judgment against Defendant for all  
17 causes of action as follows:

18 **ON THE FIRST CAUSE OF ACTION**

- 19 1. For the Total amount of \$120,000.00  
20 2. For interest at the rate of 5%, per diem of \$16.43, from May 21,  
21 2021, through date of Judgment.  
22 3. For reasonable attorney's fees and costs

23 **ON THE SECOND CAUSE OF ACTION**

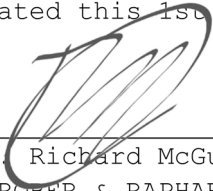
- 24 4. For the principal amount of \$100,000.  
25 5. For interest at the legal rate of 10%, per diem of \$27.39, from  
26 May 21, 2021, through date of Judgment.  
27 6. For reasonable attorney's fees and costs.

28 **ON ALL CAUSES OF ACTION**

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- 7. For all costs incurred; and
- 8. For any such other and further relief as the Court deems just and proper.

Dated this 1st of February, 2023



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E. Richard McGuire, Esq.  
PROBER & RAPHAEL, A LAW CORPORATION  
Attorneys for Plaintiff