

PLD-C-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): Ryan Pennett 21912 Esplendor, Mission Viejo, CA 92691 TELEPHONE NO: (949) 933-0554 FAX NO. (<i>Optional</i>): E-MAIL ADDRESS (<i>Optional</i>): ryanpennett@pennett.com ATTORNEY FOR (<i>Name</i>): In Pro Per	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 W Civic Center Dr MAILING ADDRESS: 700 W Civic Center Dr CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center	
PLAINTIFF: Ryan Pennett DEFENDANT: Brad Askren, and Askren Investments LLC <input checked="" type="checkbox"/> DOES 1 TO 10 _____	
<p style="text-align: center;">CONTRACT</p> <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (<i>Number</i>): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (<i>Number</i>):	
Jurisdiction (<i>check all that apply</i>): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	CASE NUMBER: 30-2022-01284237-CU-BC-CJC Assigned for All Purposes Judge Linda Marks

1. **Plaintiff* (*name or names*):**
 Ryan Pennett
 alleges causes of action against **defendant* (*name or names*):**
 Brad Askren, and Askren Investments LLC, and Does 1-10
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. a. Each plaintiff named above is a competent adult
 except plaintiff (*name*):
 (1) a corporation qualified to do business in California
 (2) an unincorporated entity (*describe*):
 (3) other (*specify*):
- b. Plaintiff (*name*):
 a. has complied with the fictitious business name laws and is doing business under the fictitious name (*specify*):
 b. has complied with all licensing requirements as a licensed (*specify*):
 c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
 except defendant (*name*): Askren Investments **except defendant (*name*):**
 (1) a business organization, form unknown (1) a business organization, form unknown
 (2) a corporation (2) a corporation
 (3) an unincorporated entity (*describe*): (3) an unincorporated entity (*describe*):
 (4) a public entity (*describe*): (4) a public entity (*describe*):
 (5) other (*specify*): Limited Liability Company (5) other (*specify*):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): 1-5 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 6-10 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):
 Breach of Contract, Fraud

9. Other allegations:
 As to second cause of action for breach of contract, Ana Mria Montero De Sanchez has assigned her rights to Plaintiff Ryan Pennett.

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

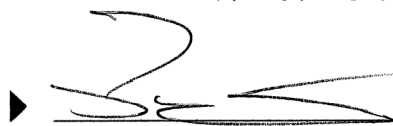
- a. damages of: \$ 30,000
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): _____ percent per year from (date):
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. other (specify):

Punitive Damages in the amount of \$50,000

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: September 13, 2022

Ryan Pennett Ryan Pennett
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

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First **CAUSE OF ACTION—Breach of Contract**

(number)

ATTACHMENT TO Complaint Cross - Complaint
 (Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): **Ryan Pennett**

alleges that on or about (date): **October 2, 2020**

a written oral other (specify):

agreement was made between (name parties to agreement):

Ryan Pennett on one hand, and Brad Askren and Askren Investments LLC on the other hand

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

BC-2. On or about (dates): **February 5, 2021**

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Defendant failed to secure the debt and defendant failed to pay back the principle sum of \$25,000.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify):

Return of the principle of \$25,000; interest at legal rate from the maturity of the note, February 5, 2021 and thereon; punitive damages, fees, and costs.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6. Other:

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Second **CAUSE OF ACTION—Breach of Contract**

(number)

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): **Ryan Pennett**

alleges that on or about (date): **October 2, 2020**

a written oral other (specify):

agreement was made between (name parties to agreement):

Ana Mria Montero De Sanchez---Brad Askren and Askren Investments LLC

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

Ana Mria Montero De Sanchez has assigned her rights to Plaintiff Ryan Pennett.

BC-2. On or about (dates): **February 5, 2021**

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

Defendant failed to secure the debt and defendant failed to pay back the principle sum of \$5,000.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows (specify):

Return of the principle of \$5,000; interest at legal rate from the maturity of the note, February 5, 2021 and thereon; punitive damages, fees, and costs.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6. Other:

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Third **CAUSE OF ACTION—Fraud**

(number)

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR- 1. Plaintiff (name): Ryan Pennett

alleges that defendant (name): Brad Askren, and Askren Investments LLC

on or about (date): October 2, 2020 defrauded plaintiff as follows:

FR-2. **Intentional or Negligent Misrepresentation**

a. Defendant made representations of material fact as stated in Attachment FR-2.a as follows:

Defendants Brad Askren, and Askren Investments LLC falsely represented to Plaintiff Pennett that moneys that were being lent by Plaintiff Ryan Pennett, as well as by Ana Mria Montero De Sanchez, whose rights have since been assigned to Plaintiff Ryan Pennett, were secured against a certain property. Plaintiff Pennett, as well as Ana Mria Montero De Sanchez, relied on this material representation in lending monies to Defendants. Defendants knew the representation was false but made the false representation to obtain laintiff Pennett, as well as Ana Mria Montero De Sanchez' reliance for them to loan monies.

b. These representations were in fact false. The truth was as stated in Attachment FR-2.b as follows:

Defendants Brad Askren, and Askren Investments LLC representation was false and the monies lent by Plaintiff Ryan Pennett, as well as by Ana Mria Montero De Sanchez were not secured.

c. When defendant made the representations,

defendant knew they were false, or

defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. **Concealment**

a. Defendant concealed or suppressed material facts as stated in Attachment FR-3.a as follows:

b. Defendant concealed or suppressed material facts

defendant was bound to disclose.

by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

Page _____

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Pennett v Askren

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Third

(number)

CAUSE OF ACTION—Fraud

FR-4. **Promise Without Intent to Perform**

- a. Defendant made a promise about a material matter without any intention of performing it as stated in Attachment FR-4.a as follows:

Defendants Brad Askren, and Askren Investments LLC never intended to pay back the said loans, or to secure them.

- b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act as stated in Attachment FR-5 as follows:

Plaintiff Ryan Pennett, as well as by Ana Mria Montero De Sanchez, whose rights have since been assigned to Plaintiff Ryan Pennett, lent \$25,000, and \$5,000, respectively, to Defendants.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged as stated in Attachment FR-6 as follows:

Principle amounts of \$25,000, and \$5,000, plus interest at legal rate from the maturity of the Notes, February 5, 2021, as well as legal fees, costs, legal interest, and punitive damages.

FIR - 7. Other:

Page _____

MORTGAGE NOTE

\$25,000

Dated: October 2, 2020

For value received, the undersigned, Askren Investments, LLC, promises to pay to Ryan Pennett, of 21912 Esplendor, Mission Viejo CA 92691, their heirs and assigns, the sum of twenty five thousand dollars (\$25,000), payable at 25% interest on February 5, 2021 in a lump sum of \$31,250.

Payments not paid within 30 days of their due date shall bear additional interest at the rate of 5% per month.

Payments shall be made to the Payee at the foregoing address, or at such other place as the holder of this note may designate.

Payment of this note is secured by a mortgage from the maker to the payee on premises known as 3432 E 69th Street, Cleveland Ohio 44127.

In the event of 30 days' continuous default in the payment of any installment on this note or in the performance of any covenant or condition of the mortgage securing the same, the holder of this note may declare the entire debt immediately due and payable. The failure of the holder to exercise such option shall not constitute a waiver of the right to declare the entire debt immediately due and payable in the event of any subsequent default. The makers waive notice of the exercise of such options.

Makers and any endorsers hereof severally waive demand, notice, and protest, and any defense by reason of extension of time for payment or other indulgence granted by payees or any subsequent holder hereof.

The Makers agree to pay to the holder of this Note the reasonable costs of collection, expenses, and attorney's fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed, and the costs of any suit and any attorney's fees adjudged by a court in any action to enforce payment of this Note or any part of it with a limit of \$15,000 total.

MAKER:

Askren Investments, LLC:



By Brad Askren, Managing Member

Lender:
Ryan Pennett



Ryan Pennett

MORTGAGE

Askren Investments, LLC, (a California Limited Liability Company) in consideration of fifteen thousand dollars (\$25,000), grants, with mortgage covenants, to **Ryan Pennett**, of 21912 Esplendor, Mission Viejo CA 92691, the following real property:

(3432 E 69th Street, Cleveland Ohio 44127)
(Permanent Parcel No.125-33-091)

This mortgage is given, upon the statutory condition, to secure the payment of \$25,000 with interest as provided in a note dated February 5, 2021.

"Statutory condition" is defined in RC 5302.14 and provides generally that, if the mortgagor pays the principal and interest secured by this mortgage, performs the other obligations secured by this mortgage and the conditions of any prior mortgage, pays all the taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this mortgage shall be void.

The Mortgagee shall furnish, at least once a year, or on demand of the Mortgagor, but not more than twice a year, a statement showing the amount credited to principal and interest and the balance due.

The Mortgagor will pay and discharge all taxes, assessments, utilities and other governmental charges whatsoever now or hereafter imposed by any public authority upon said premises or any part thereof, or upon Mortgagee's interest therein, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee.

The mortgagor will keep all buildings and improvements now on said premises, or hereafter placed thereon, constantly insured during the life of this mortgage against loss by fire, lightning, tornado, or windstorm in the sum of not less than the unpaid balance of indebtedness secured by this mortgage. The insurance companies must be qualified to do business in the State of Ohio and be approved by the Mortgagee, with loss clause satisfactory to Mortgagee, payable to the Mortgagee and Mortgagor as their interests may appear, and that the Mortgagor will pay, when due the premiums for the insurance and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may in its discretion, effect any insurance required hereunder and pay the premiums due therefore, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the rate of twenty five percent (25%) and shall be secured by this Mortgage.

Witness my hand this 2nd of October 2020.

Askren Investments, LLC:

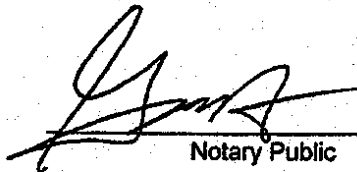
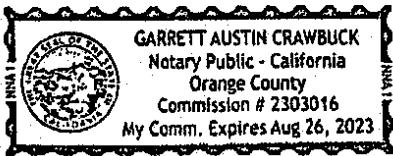


By Brad Askren, Managing Member

State of California

County of Orange

The foregoing instrument was acknowledged before me this 2 day of October by Brad Askren, an authorized signer on behalf of Askren Investments, LLC, the mortgagor herein.



Notary Public

SATISFACTION OF MORTGAGE

The Mortgagee certifies that the Mortgage debt has been fully paid, and the conditions in this Mortgage satisfied and the Recorder is authorized to discharge the same of record:



Ryan Pernet

MORTGAGE NOTE

\$5,000

Dated: October 2, 2020

For value received, the undersigned, Askren Investments, LLC, promises to pay to Ana Maria Montero De Sanchez 7859 Slater Ave., #21 Huntington Beach, CA 92647, their heirs and assigns, the sum of five thousand dollars (\$5,000), payable at 25% interest on February 5, 2021 in a lump sum of \$6,250.

Payments not paid within 30 days of their due date shall bear additional interest at the rate of 5% per month.

Payments shall be made to the Payee at the foregoing address, or at such other place as the holder of this note may designate.

Payment of this note is secured by a mortgage from the maker to the payee on premises known as 3432 E 69th Street, Cleveland Ohio 44127.

In the event of 30 days' continuous default in the payment of any installment on this note or in the performance of any covenant or condition of the mortgage securing the same, the holder of this note may declare the entire debt immediately due and payable. The failure of the holder to exercise such option shall not constitute a waiver of the right to declare the entire debt immediately due and payable in the event of any subsequent default. The makers waive notice of the exercise of such options.

Makers and any endorsers hereof severally waive demand, notice, and protest, and any defense by reason of extension of time for payment or other indulgence granted by payees or any subsequent holder hereof.

The Makers agree to pay to the holder of this Note the reasonable costs of collection, expenses, and attorney's fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed, and the costs of any suit and any attorney's fees adjudged by a court in any action to enforce payment of this Note or any part of it with a limit of \$15,000 total.

MAKER:

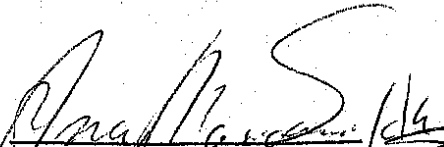
Askren Investments, LLC:



By Brad Askren, Managing Member

Lender:

Ana Maria Montero De Sanchez



Ana Maria Montero De Sanchez

MORTGAGE

Askren Investments, LLC, (a California Limited Liability Company) in consideration of Five thousand dollars (\$5,000), grants, with mortgage covenants, to Ana Maria Montero De Sanchez 7859 Slater Ave., #21 Huntington Beach, CA 92647, the following real property:

(3432 E 69th Street, Cleveland Ohio 44127)
(Permanent Parcel No.125-33-091)

This mortgage is given, upon the statutory condition, to secure the payment of \$25,000 with interest as provided in a note dated February 5, 2021.

"Statutory condition" is defined in RC 5302.14 and provides generally that, if the mortgagor pays the principal and interest secured by this mortgage, performs the other obligations secured by this mortgage and the conditions of any prior mortgage, pays all the taxes and assessments, maintains insurance against fire and other hazards, and does not commit or suffer waste, then this mortgage shall be void.

The Mortgagee shall furnish, at least once a year, or on demand of the Mortgagor, but not more than twice a year, a statement showing the amount credited to principal and interest and the balance due.

The Mortgagor will pay and discharge all taxes, assessments, utilities and other governmental charges whatsoever now or hereafter imposed by any public authority upon said premises or any part thereof, or upon Mortgagee's interest therein, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee.

The mortgagor will keep all buildings and improvements now on said premises, or hereafter placed thereon, constantly insured during the life of this mortgage against loss by fire, lightning, tornado, or windstorm in the sum of not less than the unpaid balance of indebtedness secured by this mortgage. The insurance companies must be qualified to do business in the State of Ohio and be approved by the Mortgagee, with loss clause satisfactory to Mortgagee, payable to the Mortgagee and Mortgagor as their interests may appear, and that the Mortgagor will pay, when due the premiums for the insurance and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may in its discretion, effect any insurance required hereunder and pay the premiums due therefore, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the rate of twenty five percent (25%) and shall be secured by this Mortgage.

Witness my hand this 2nd of October 2020.

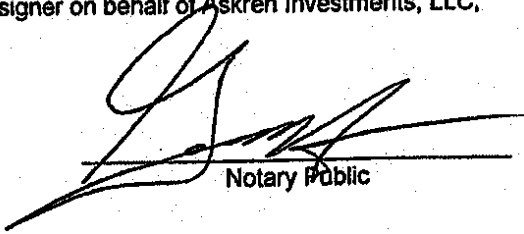
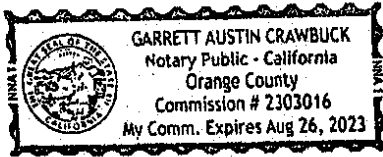
Askren Investments, LLC:



By Brad Askren, Managing Member

State of California
County of Orange

The foregoing instrument was acknowledged before me this 2 day of
October by Brad Askren, an authorized signer on behalf of Askren Investments, LLC,
the mortgagor herein.



Notary Public

SATISFACTION OF MORTGAGE

The Mortgagee certifies that the Mortgage debt has been fully paid, and the
conditions in this Mortgage satisfied and the Recorder is authorized to discharge the
same of record:



Ana Maria Montero De Sanchez