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[REDACTED]

Attorneys for Plaintiffs

[REDACTED]

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CRUZ**

[REDACTED] AND [REDACTED]

Plaintiffs

vs.

KIMBERLY STUHLER; and DOES 1-25, inclusive,

Defendants

Case No.

COMPLAINT FOR (1) BREACH OF  
PROMISSORY NOTE AND (2)  
MONEY HAD AND RECEIVED

Plaintiff [REDACTED] and [REDACTED] complain against Defendant Kimberly Stuhler as

follows:

**THE PARTIES**

1. Plaintiff [REDACTED] and [REDACTED] (“Plaintiffs”) are now, and at all times mentioned in this complaint were, individuals residing in Santa Cruz County, California.

2. Defendant Kimberly Stuhler (“Stuhler”) is, and at all times mentioned in this complaint was, an individual residing in Santa Cruz County, California. (Correction: Monterey County)

3. The true names and capacities of DOES 1-50, inclusive, are unknown to Plaintiffs who therefore sues said defendants by such fictitious names. Plaintiffs will amend this complaint to state their true names and capacities when the same have been ascertained.

4. Plaintiff is informed and believes, and on the basis of that information and belief

1 alleges, that at all times mentioned in this complaint, each and every Defendant was the agent,  
2 servant, employee, partner, subsidiary of each co-defendant, and that, in performing or failing  
3 to perform the acts herein alleged, each was acting individually as well as through and in the  
4 foregoing alleged capacity and within the course and scope of such agency, employment, joint  
5 venture, partnership, subsidiary, wholly owned entity and/or conspiracy.

6 **FIRST CAUSE OF ACTION: BREACH OF PROMISSORY NOTE**

7 5. On July 23, 2008, Defendant borrowed from Plaintiffs the sum of \$10,000.00 and  
8 to evidence such obligation, Defendant made, executed and delivered that certain promissory  
9 note (“Note”) in favor of Plaintiffs of which a copy is attached and marked Exhibit A and  
10 expressly made a part of this Complaint by reference.

11 6. The Note provides: “FOR VALUE RECEIVED, the undersigned jointly and  
12 severally promise to pay to the order of [REDACTED], the sum of ten thousand dollars  
13 (\$10,000.00)[.]”

14 7. The Note further provided: “The entire principal and any accrued interest shall be  
15 fully and immediately payable UPON DEMAND of any holder thereof” and that “THIS IS A  
16 DEMAND NOTE AND SO MAY BE COLLECTED BY THE LENDER AT ANY TIME[.]”

17 8. On April 10, 2009, Plaintiffs made a demand for full payment pursuant to the  
18 Note.

19 9. On April 30, 2009, Plaintiffs made a second demand for full payment pursuant to  
20 the Note.

21 10. Plaintiffs fully complied with all terms of the Note. The parties waived  
22 presentment, notice of non-payment, protest and notice of protest. The Note provides: “This  
23 note shall take effect as a sealed instrument and be enforced in accordance with the laws of  
24 the State of California. All parties to this note waive presentment, notice of non-payment,  
25 protest and notice of protest, and agree to remain fully bound notwithstanding the release of  
26 any party, extension or modification of terms, or discharge of any collateral for this note.”

27 11. Defendant breached the terms of the Note by making no payment and by failing to  
28 respond in any way to the above demands. To date, Defendant has made no payments toward

1 the Note. By reason of the above, the entire balance of the Note is now due and payable.

2 12. Under the terms of the Note, Defendant agreed to pay to Plaintiffs reasonable  
3 attorney's fees and costs incurred in seeking collection on the Note. It provides that, "Upon  
4 default in making payment within [REDACTED] days of demand, and providing this note is turned over  
5 for collection the undersigned agree to pay all reasonable legal fees and costs of collection to  
6 the extent permitted by law."

7 **SECOND CAUSE OF ACTION: MONEY HAD AND RECEIVED**

8 13. Plaintiffs hereby incorporate all preceding allegations as if fully set for here.

9 14. Plaintiffs loaned \$10,000 to Defendant.

10 15. Plaintiffs performed all duties under the Note.

11 16. Plaintiffs demanded that Defendant pay back and return the \$10,000 to Plaintiffs.

12 17. Defendant has failed to pay any funds or return any funds to Plaintiffs, and now has  
13 possession of funds for the use of plaintiffs.

14 **PRAYER**

15 Wherefore, Plaintiffs pray for judgment as follows:

- 16 1. Judgment for the sum of \$10,000;  
17 2. Pre-judgment interest at the rate of 10% beginning April 10, 2009;  
18 3. Reasonable attorney's fees and costs which Plaintiffs anticipate will exceed \$4000 if the  
19 matter proceeds to default judgment, but will be a much greater if the claim is contested.  
20 4. For such other relief as the Court deems just or proper.

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22  
23 Dated: \_\_May 5, 2009

24 [REDACTED]  
25 \_\_\_\_\_  
26 Attorney for Plaintiffs  
27  
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