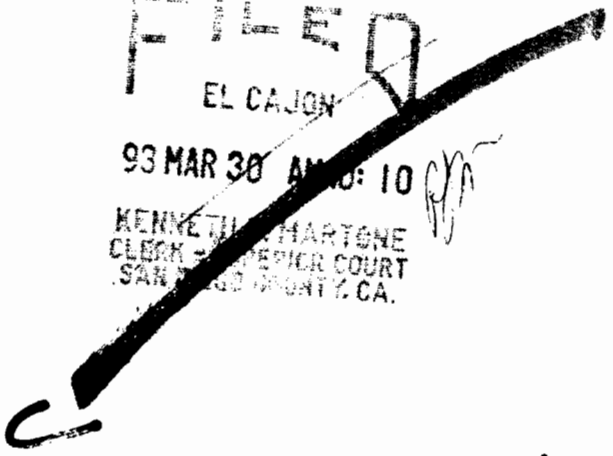


001-#182

1 RONALD W. FITZGERALD
2 Attorney at Law
3 943 North Grand Avenue
4 Covina, California 91724-5070
5 (818) 915-1812
6 State Bar No. 80041
7
8 Attorney for Plaintiff
9 TOPA THRIFT AND LOAN ASSOCIATION

FILED
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93 MAR 30 AM 10:10
KENNETH W. HARTONE
CLERK - SUPERIOR COURT
SAN DIEGO COUNTY, CA.



8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO, EAST COUNTY DISTRICT

504

11 TOPA THRIFT AND LOAN)
12 ASSOCIATION, a California)
13 corporation,)
14 Plaintiff,)
15 vs.)
16 FREDERICK F. BLAS, an)
17 individual dba FRED BLAS)
18 FIRESTONE; and, Does 1)
19 through 10 inclusive,)
20 Defendants.)

Case No. **EC006914**
**COMPLAINT FOR RECOVERY
OF PERSONAL PROPERTY**

19 COMES NOW, the Plaintiff, TOPA THRIFT AND LOAN
20 ASSOCIATION, ("TOPA") and alleges as follows:

21 1. At all times herein mentioned, TOPA THRIFT AND
22 LOAN ASSOCIATION was, and now is, a corporation duly organized
23 and existing under and by virtue of the laws of the State of
24 California, having its principal place of business in the County
25 of Los Angeles, State of California.

26 2. The true names and/or capacities, whether
27 individual, corporate, associate, or otherwise, of Defendants
28 named herein as Does 1 through 10, inclusive, are unknown to

1 Plaintiff at this time, who therefore, sues said Defendants by
2 such fictitious names, and Plaintiff will ask leave of this Court
3 to amend its Complaint to show their true names and/or capacities
4 when the same have been ascertained.

5 3. Plaintiff is informed and believes, and based
6 thereon, alleges that at all times herein mentioned, Defendant
7 FREDERICK F. BLAS, was and still is an individual residing in the
8 County of San Diego, State of California.

9 4. Plaintiff is informed and believes, and based
10 thereon, alleges that at all times herein mentioned, Defendant
11 FREDERICK F. BLAS was and still is doing business as FRED BLAS
12 FIRESTONE, form unknown, with its principal place of business
13 being in the County of San Diego, State of California, and within
14 the East County District.

15 5. The lease which is the subject matter of this
16 action, was entered into in the County of San Diego, State of
17 California, and within the East County District.

18 6. On or about July 10, 1990, Defendant FREDERICK F.
19 BLAS individually and doing business as FRED BLAS FIRESTONE
20 (hereafter "Defendant") entered into a written Equipment Lease,
21 Agreement No. 3-91-40956 with Plaintiff. A true and correct copy
22 of the Lease is attached hereto as EXHIBIT "A" and is
23 incorporated herein by reference as though set forth in full and
24 is hereafter referred to as "Lease". Defendant promised to pay
25 Plaintiff the sum of \$149,760.00 as rent for the use of tire
26 store equipment (hereafter "Equipment") listed in Schedule "A" to
27 the Lease, for the sixty (60) month term of the Lease,

28 ////

1 payable in installments of \$2,496.00 commencing on August 17,
2 1990, and continuing on the 17th day of each month thereafter
3 until the termination of the Lease.

4 7. Plaintiff performed all conditions required of it
5 to be performed pursuant to the terms of the Lease. In
6 particular, Plaintiff cause the Equipment more particularly
7 described in Schedule "A" of said Lease (EXHIBIT "A") to be
8 delivered to 1743 North Main, Ramona, California 92065, as
9 requested by Defendant.

10 8. On or about February 17, 1993, Defendant breached
11 the Lease by failing and refusing to pay the monthly rental
12 installment of \$2,496.00 and Defendant has failed to pay each and
13 every installment of rent, or any part thereof, becoming due
14 thereafter.

15 9. Pursuant to paragraph 10 of the Lease, Plaintiff
16 at all times was and is now the owner of the equipment described
17 in Schedule "A" to the Lease (EXHIBIT "A").

18 10. Since February 17, 1993, and pursuant to paragraph
19 16 of the Lease, Plaintiff has been and is now entitled to the
20 immediate possession of the equipment by virtue of Defendant's
21 default in failing to make the rental payments when due.

22 11. After Defendant's default and pursuant to
23 Plaintiff's rights under the Lease, Plaintiff demanded that
24 Defendant return the equipment to Plaintiff, but Defendant failed
25 to return the equipment and Defendant continues to hold
26 possession of the equipment in violation of Plaintiff's rights
27 thereto.

28 ////

1 12. The estimated value of the equipment is the sum of
2 \$40,000.00, which Plaintiff requests as damages in the event
3 Plaintiff cannot obtain possession of the equipment.

4 13. The balance owing Plaintiff by Defendant is the
5 sum of \$90,983.08 which represents the balance of unpaid rents to
6 the end of the Lease term after crediting Defendant's account for
7 lease payments made and debiting Defendant's account for late
8 charges, return check charges, additional U.C.C. fees, and
9 property insurance premiums, finance charges thereon, and
10 administrative fees.

11 14. Plaintiff is informed and believes, and based
12 thereon, alleges that the equipment which is the subject matter
13 of this action is currently located at 1743 North Main, City of
14 Ramona, County of San Diego, State of California.

15 15. In accordance with paragraph 20 of the Lease,
16 Defendant is liable to Plaintiff for the attorney fees and costs
17 incurred in this action.

18 **WHEREFORE**, Plaintiff prays Judgment as follows:

19 1. For the recovery of the possession of the
20 equipment, or in the alternative the sum of \$40,000.00, the value



Topa Thrift and Loan Association
Leasing Division

Lease Number
3-91-40956

<p>Lessee Name and Address</p> <p>Frederick F. Blas, an individual DBA: FRED BLAS FIRESTONE 754 North Main Ramona, CA 92065</p>	<p>Equipment Description Quantity</p> <p><i>JH</i></p> <p>Model No. or other identification, Serial Nos.</p> <p>SEE SCHEDULE A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF....</p>
<p>Vendor Name and Address</p> <p>AMERICAN AUTOMOTIVE SERVICES 1590 North Batavia Orange, CA 92668</p>	
<p>Person to Contact (Lessee)</p> <p>Fred Blas</p>	<p>Phone 714/498-4431</p> <p>Location of Equipment (if other than above address of Lessee)</p>

TERMS AND CONDITIONS OF LEASE

This is a non-cancelable Lease for the term indicated below except by Lessor as herein below provided.

Term of Lease	Lease Payment	Advance Rental	Security Deposit
60 Months	\$ 2,496.00 per Month	\$ 4,992.00	Representing the 1st and Last months rental \$ 0.00
First Payment Due Date			
See Attached			

Terms and Conditions of Lease

1. Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the personal property described above or, if separately scheduled, in the schedule attached and marked as Schedule "A" and made a part hereof, all referred to herein as "equipment", on the terms and conditions described above and hereinafter.

2. SELECTION OF EQUIPMENT: ACCEPTANCE. NO WARRANTIES BY LESSOR: (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS OR LEGALITY FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS." LESSEE FURTHER REPRESENTS THAT THE EQUIPMENT WILL BE USED PRIMARILY FOR BUSINESS AND/OR COMMERCIAL PURPOSES. (B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR GUARANTEED BY SUPPLIER, OR SUFFER FROM ANY OTHER DEFECTS, LESSEE SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF THE EQUIPMENT.

7. **Destruction of Equipment and Risk of Loss and Damage:** If any equipment is lost, stolen, or totally destroyed, the liability of Lessee to pay rent hereunder may be discharged by paying to Lessor all the rent due if and to become due hereunder, at the normal expiration of the lease term, plus twenty percent (20%) of Lessor's actual total cost, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise for such loss or damage. Except as provided in the preceding sentence, the total or partial destruction of any equipment, or total or partial loss of use or possession thereof by Lessee, including any loss or inability to use the equipment occasioned by any violation or claimed violation of right under any patent, copyright, trademark, trade name or the like, (the risk of which is and was specifically assumed by Lessee as opposed to Lessor as part of the consideration of the lease) shall not release or relieve Lessee from the duty to pay the rent and discharge its other obligations under this lease. Lessor shall not be obligated to undertake, by litigation or otherwise, the collection of any claim against any person for loss or damage to the equipment. Lessee shall bear all risks of loss or destruction or damage to said equipment, resulting from any cause whatsoever and rental payments hereunder shall continue even if the equipment is being repaired or parts thereof are being replaced or for any other reason whatsoever.

8. **Equipment to Remain Unattached to Real Property:** The parties hereto agree that the equipment subject of this lease shall remain as personal property and shall not, in any case, become part of the real property on which it is placed. The Lessee shall maintain each unit of equipment so that it may be removed from the building in which it is placed without damage to such building. In the event Lessee proposes to attach the equipment to real property, prior thereto, Lessee shall provide Lessor a "landlord's waiver" in form and content acceptable to Lessor.

9. **Payment of Taxes by Lessee:** During the term of this lease, Lessee, in addition to paying the rent provided herein, shall promptly pay all taxes, assessments and all other governmental charges levied or assessed upon the interest of the Lessee in the equipment or upon the use or operation thereof or upon the earnings arising therefrom, and as additional rent, shall promptly pay or reimburse the Lessor for all taxes (other than sales taxes paid by Lessor with respect to its purchase of the equipment), assessments and other governmental charges, including fees for filing and registration of the equipment, if required) levied or assessed against and paid by the Lessor on account of its ownership of the equipment or any part thereof, or the use or operation thereof or the leasing thereof to the Lessee, or the rent provided for of the earnings arising therefrom, exclusive, however, of any taxes based on net income or gross receipts or gross income of Lessor.

10. **Ownership of Equipment by Lessor:** The equipment shall at all times remain the personal property of Lessor. Lessee will at all times protect and defend, at its own cost and expense, the ownership interest of Lessor against all claims, liens and legal processes of creditors of Lessee and other persons, and keep the equipment free and clear from all such claims, liens and processes. The equipment is and shall remain personal property and shall not become part of any real estate. Upon the expiration or termination of this lease, Lessee at Lessee's sole expense shall return the equipment unencumbered to Lessor at the place where the rent is paid, or to such other place Lessor and Lessee agree upon, and in the condition as when received by Lessee, reasonable wear and tear resulting from authorized use excepted.

11. **Equipment to be Identified:** Lessee shall, upon the request of Lessor, and at its own expense firmly affix to the equipment, in a conspicuous space, such a detail or metal plate which shall be supplied by Lessor showing Lessor, or Lessor's assignee (if this lease be assigned), as the owner and Lessor of such equipment.

12. **Possession, Use and Location of Equipment:** So long as Lessor shall not be in default under this lease, Lessee may possess and use the equipment in accordance with the terms of this lease. The equipment shall be used in the lawful business of Lessee and shall be kept where shown above. Lessee shall not, without Lessor's prior written consent, remove the equipment from such location, part with possession or control of the equipment or sell, pledge, mortgage or otherwise encumber the equipment or any part thereof or assign or encumber any interest under this lease.

13. **Inspection:** Subject to any applicable laws, regulations and rules, Lessor shall have the right from time to time during reasonable business hours to enter upon Lessee's premises or elsewhere for the purpose of confirming the existence, condition and the proper maintenance of the equipment.

14. **Repairs, Use, Alterations:** Lessee, at its own expense and cost, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical working order, shall use the equipment lawfully, and shall not alter equipment without Lessor's prior written consent.

15. **Assignment:** LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT (a) ASSIGN, SELL, TRANSFER, PLEDGE, HYPOTHECATE, TRADE-IN, OR OTHERWISE DISPOSE OF THIS LEASE OR EQUIPMENT OR ANY INTEREST THEREIN (HEREINAFTER "ASSIGNMENT") OR (b) SUBLEASE OR LOAN THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN THE LESSEE OR LESSEE'S QUALIFIED EMPLOYEES (HEREINAFTER "ASSIGNMENT"). Any attempted Assignment without the prior written consent of LESSOR shall be deemed an act of default hereunder and shall, among other remedies, permit LESSOR to accelerate all obligations due under this lease. Lessor may assign this lease and/or grant a security interest in the equipment, in whole or in part, without notice to Lessee and Lessor's assignee or any secured party may reassign this lease and/or such security interest, without notice to Lessee. Each such assignee and/or secured party shall have all the rights of Lessor under this lease. Lessee shall recognize each such assignment and shall not assert against the assignee and/or secured party any defense, claim or claim of actual that Lessee may have against Lessor. Subject to the foregoing, and subject to the Lessor's written approval, this lease may, to the benefit of and is binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

16. **Default:** If Lessee fails to pay any rent or any other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to perform any other provisions hereof within ten (10) days after Lessor shall have demanded in writing therefor, or if Lessor shall have demanded the equipment or, if Lessor ceases doing business as a going concern, or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Lessee or its property, or if Lessee makes an assignment for the benefit of creditors, or if Lessee makes any misrepresentation or false statement as to Lessee's credit or financial standing in connection with the execution of this lease, or if Lessee commits any act of Assignment, including permitting any other entity or person to use the equipment without the prior written consent of the Lessor or, if Lessee makes a bulk transfer of its furniture, fixtures, furnishings, and other personal property, and Lessee breaches any of the terms of any loan or credit agreement, or, or defaults hereunder or if the condition of Lessee's affairs shall so change as to, in Lessor's opinion, increase the credit risk involved, or if any guarantor dies or any event described above occurs with respect to the guarantor, Lessor shall have the right and option to exercise any one or more of the following remedies, which remedies or any of them, may be exercised by Lessor without notice to Lessee: A. ACCELERATION: To declare the entire amount of rent hereunder immediately due and payable without notice or demand therefor; B. ASSIGNMENT: To assign this lease and/or equipment to any person or entity, with or without Lessor's prior written consent; C. REPOSSESSION: In the event it does not elect to accelerate, impose an Assignment charge equal to 3% of the three unpaid total obligations due under the lease. Said Assignment charge shall be added to the Lessee's obligations hereunder and shall be payable upon demand; D. RECOVERY OF SUMS DUE OR TO BECOME DUE: Lessor may recover all rents and other amounts due as of the date of such default, or in the event suit is thereafter brought by Lessor for same, receive the balance of rent and charges reserved under the lease; E. OTHER REMEDIES: Lessor may pursue any other remedy now or hereafter existing at law or in equity; F. REPOSSESSION: Lessor and its agents may without notice or liability or legal process enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where said equipment may be believed to be located and repossess said equipment, disconnecting and separating all thereof, from any other property and using all means necessary or permitted by applicable law Lessee hereby waives any action of any kind whatsoever against the Lessor growing out of the removal, repossession or retention of said equipment. Lessor may at its option sue at law or in equity to enforce the performance of this lease or to recover damages for breach thereof. Any such taking of possession shall not constitute a termination of this lease; E. MITIGATION: In the event of any default by Lessee hereunder, Lessor may at its sole discretion, although it shall not be so obligated, sell, re-lease or otherwise dispose of the equipment in a commercially reasonable manner with or without notice and on private or public sale. Any proceeds of sale, or the fair market value of the equipment at the time of the re-leasing, less Lessor's expenses of taking possession, reasonable attorney's fees, and other costs, shall be applied to the balance of the unpaid aggregate rental payments plus the residual value of the equipment at the expiration of the lease additional charges as herein stated. In the event that the obligations of the Lessee hereunder are guaranteed by a Guarantor or Guarantors, Lessor shall not be obligated to proceed against any such Guarantor or Guarantors before resorting to its remedies against Lessee hereunder. The termination of this lease shall only occur upon written notice by Lessor to Lessee, and Lessee shall, upon receipt of such notice, immediately pay to Lessor, or to the order of Lessor, all amounts due and owing to Lessor, either alone or in conjunction with others, upon any such liability claim or claims. Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in such action or actions provided, however, that Lessor shall give Lessee written notice of any claim or demand. Notwithstanding the above, and in addition to Lessee's obligations as set forth above, Lessor, at its sole discretion, may retain counsel to advise, represent or defend it in connection with any action or claim related to or arising out of this lease, and Lessee shall be obligated to immediately pay on demand all such costs, fees, and expenses (including reasonable attorney's fees) and the expenses for other persons, including contractors, laborers, and/or material suppliers, incurred by or paid for by Lessor to protect its interest in the equipment or in the exercise of any of its rights, powers or remedies as contained herein or existing by law, with interest thereon at the maximum rate permitted by law from the date of such expenditure(s) until paid. Furthermore, the insurance required under this lease shall in no way limit Lessee's liability to Lessor for any uninsured losses, costs, expenses, liabilities or damages, all of which Lessee agrees to indemnify and hold Lessor harmless from.

17. **Indemnity:** Lessee shall indemnify Lessor against, and hold Lessor harmless from any and all claims, actions, expenses and liabilities, including attorneys' fees arising out of, connected with, resulting from, the equipment or its use, including, but not limited to, tortious, contractual, tortious, possession, liability, use, operation or transportation, or any or all of the equipment or its location or condition, and the right to claim investment tax credit. Without limiting the generality of the foregoing, this indemnification shall extend to claims made by any person, including but not limited to Lessee, the agents and employees of Lessee, or any third persons, and shall apply whether the claims are based upon the alleged negligence of Lessor or another, breach of warranty, strict liability, products liability, violation of any trademark or copyright infringement or otherwise. Lessee shall, at its expense, defend, settle and satisfy any and all suits which may be brought against Lessor, either alone or in conjunction with others, upon any such liability claim or claims. Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in such action or actions provided, however, that Lessor shall give Lessee written notice of any claim or demand. Notwithstanding the above, and in addition to Lessee's obligations as set forth above, Lessor, at its sole discretion, may retain counsel to advise, represent or defend it in connection with any action or claim related to or arising out of this lease, and Lessee shall be obligated to immediately pay on demand all such costs, fees, and expenses (including reasonable attorney's fees) and the expenses for other persons, including contractors, laborers, and/or material suppliers, incurred by or paid for by Lessor to protect its interest in the equipment or in the exercise of any of its rights, powers or remedies as contained herein or existing by law, with interest thereon at the maximum rate permitted by law from the date of such expenditure(s) until paid. Furthermore, the insurance required under this lease shall in no way limit Lessee's liability to Lessor for any uninsured losses, costs, expenses, liabilities or damages, all of which Lessee agrees to indemnify and hold Lessor harmless from.

18. **No Offset:** No offset or claim which Lessee now has or may in the future claim to have against Lessor, and/or vendors/manufacturers/suppliers of the equipment shall in any way relieve Lessee from timely paying installments due under this lease or performing any other obligation hereon.

19. **No Purchase Option:** Lessee shall have no option to purchase or otherwise acquire title to ownership of any of the equipment and shall have only the right to use the same under and subject to the terms and provisions of this lease. This is a lease transaction only and not a contract of sale.

20. **Attorneys' Fees and Costs:** Lessee shall pay to Lessor all costs and expenses, including attorneys' fees and Court costs incurred by Lessor or awarded by the Court in exercising any of its rights or remedies hereunder or enforcing any of the terms or provisions herein. Furthermore, should Lessor, without fault on its part, be made a party to any litigation instituted by third parties against Lessee or Lessor as a result of Lessee's use of the leased equipment, Lessee covenants to pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in connection with such litigation.

21. **Non-Appropriation:** This paragraph shall apply only to city, state or local municipalities and/or government agencies or entities. Lessee warrants that it has funds available to remit lease payments until the end of its current appropriation period and warrants that it will request funds to make payments under this lease and, notwithstanding the making in good faith of such request and in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessee for the equipment. Lessee may, upon written notice to Lessor effective sixty (60) days after the giving of such notice or upon the expiration of the funding authorized for the then current appropriation period, whichever is later, return the equipment to Lessor, at Lessee's expense, and thereupon, be released of its obligation to make lease payments to Lessor due thereafter provided: (a) the equipment is returned to Lessor as provided in paragraph 22; (b) the foregoing notice states the good faith failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation; and (c) the notice is accompanied by payment of all amounts then due Lessor under this lease.

22. **Surrender:** On demand by Lessor made pursuant to paragraph 16 or upon termination as provided in paragraph 21, Lessee, at its sole expense and cost, shall return equipment by delivering it in the same condition as when delivered to Lessee, reasonable wear and tear excepted, at such place or on board carrier, packed for shipping, as Lessor may specify.

23. **Notice, Remedies, Waivers, Singular, Plural and Gender:** Service of all notices under this lease shall be sufficient if given personally or mailed to the party involved at the address set forth above or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address shall be deemed to have been received by the party to whom it is addressed.

Frederick F. Blas, an individual

DBA: FRED BLAS FIRESTONE

SCHEDULE A

- (2) SINGLE POST LIFT (WSTRN)
- (1) 4/WHL ALIGNMENT (FMC-9947)
- (2) SWING AIR JACK (AMMCO)
- (1) EUROPEAN STYLE TIRE CHANGER (COATS)
- (2) COMPUTERIZED WHL/BALANCER (COATS)
- (1) 5/HP 80-GALLON COMPRESSOR (CURTIS)
- (1) DISC/DRUM BRAKE LATHE (AMMCO 4000 COMB.)
- (1) DIX BENCH LATHE (AMMCO/2400)
- (1) ROTOR MICROMETER-INCHES (AMMCO 2760)
- (1) DRUM BEARING PROTECTOR (AMMCO 4282)
- (1) DISC. ROTOR SILENCER BANK (AMMCO 6921)
- (1) DISC. ROTOR SILENCER (AMMCO 7075)
- (1) DRUM MOCROMETER-INCHES (AMMCO 8500)
- (1) ARBOR SET 11/16 (AMMCO 8500)
- (1) BRAKE PRESSURE BLEEDER (AMMCO 7300)
- (1) STRUT COMPRESSOR (AMMCO 2775)
- (3) OVERHEAD AIR REELS W/HOSE
- (3) RETRACTABLE DROP LIGHTS
- (24) TIRE STORATE RACKS 5'X3-TIRE
AIR LINE W/COUPLERS
- (2) TIRE BABIES (CHIEF)

✓ 7-10-90
✓ JFB
Michael J. Blas 7-10-90

40/182

1 Frederick F. Blas
1734 North Main, Suites A & B
2 Ramona CA 92065
3 (619) 788-9354

FILED
EL CAJON

93 MAY 12 PM 12:47

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KENNETH E. MARTONE
CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA.

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02 040 1ST PAPER FEE \$182.00

1 Frederick F. Blas
2 1734 North Main, Suites A & B
3 Ramona CA 92065
4 (619) 788-9354

5 In Pro Per

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO, EAST COUNTY DISTRICT

11 TOPA THRIFT AND LOAN
12 ASSOCIATION, a California
13 Corporation,

13 Plaintiff,

14 v.

15 FREDERICK F. BLAS, an
16 individual dba FRED BLAS
17 FIRESTONE; and DOES 1 through
18 10, inclusive,

18 Defendants.

CASE NO. EC 006914

ANSWER TO COMPLAINT FOR
RECOVERY OF PERSONAL
PROPERTY

19 Defendant, FREDERICK F. BLAS dba FRED BLAS FIRESTONE, for
20 himself alone, answers Plaintiffs' unverified complaint as follows:

21 1. Pursuant to the provisions of California Code of Civil
22 Procedure Section 431.30(d), this answering Defendant denies
23 generally and specifically, each, every and all allegations of said
24 complaint, and the whole thereof, including each and every
25 purported cause of action contained therein, and deny that
26 Plaintiffs sustained or will sustain damages in the sums alleged,
27 or in any other sums, or at all.

28 2. Further answering said complaint, and the whole thereof,

1 this answering Defendant denies that Plaintiffs sustained any
2 injury, damage, or loss, if any, by reason of any act, omission or
3 negligence, on the part of these answering Defendants.

4 **AFFIRMATIVE DEFENSES**

5 3. As an affirmative defense, this answering Defendant
6 alleges that the complaint, and each and every purported cause of
7 action contained therein, and the whole thereof, fails to state a
8 claim for relief against this answering Defendant.

9 4. As an affirmative defense, this answering Defendant
10 alleges Plaintiffs breached the contract in question by providing
11 faulty and defective equipment.

12

5. As an affirmative defense, this answering Defendant

1 WHEREFORE, these answering Defendants pray for judgment as
2 follows:

- 3 1. That Plaintiff take nothing by reason of its complaint;
4 2. That Defendant be awarded his cost of suit incurred
5 herein;
6 3. For their attorney's fees incurred herein; and
7 4. For such other and further relief as the Court may deem
8 just and proper.

9 Dated: May 12, 1993



FREDERICK F. BLAS
In Pro Per

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CERTIFICATE OF SERVICE BY MAIL (C.C.P. 1012, 1013a, 2015.5)

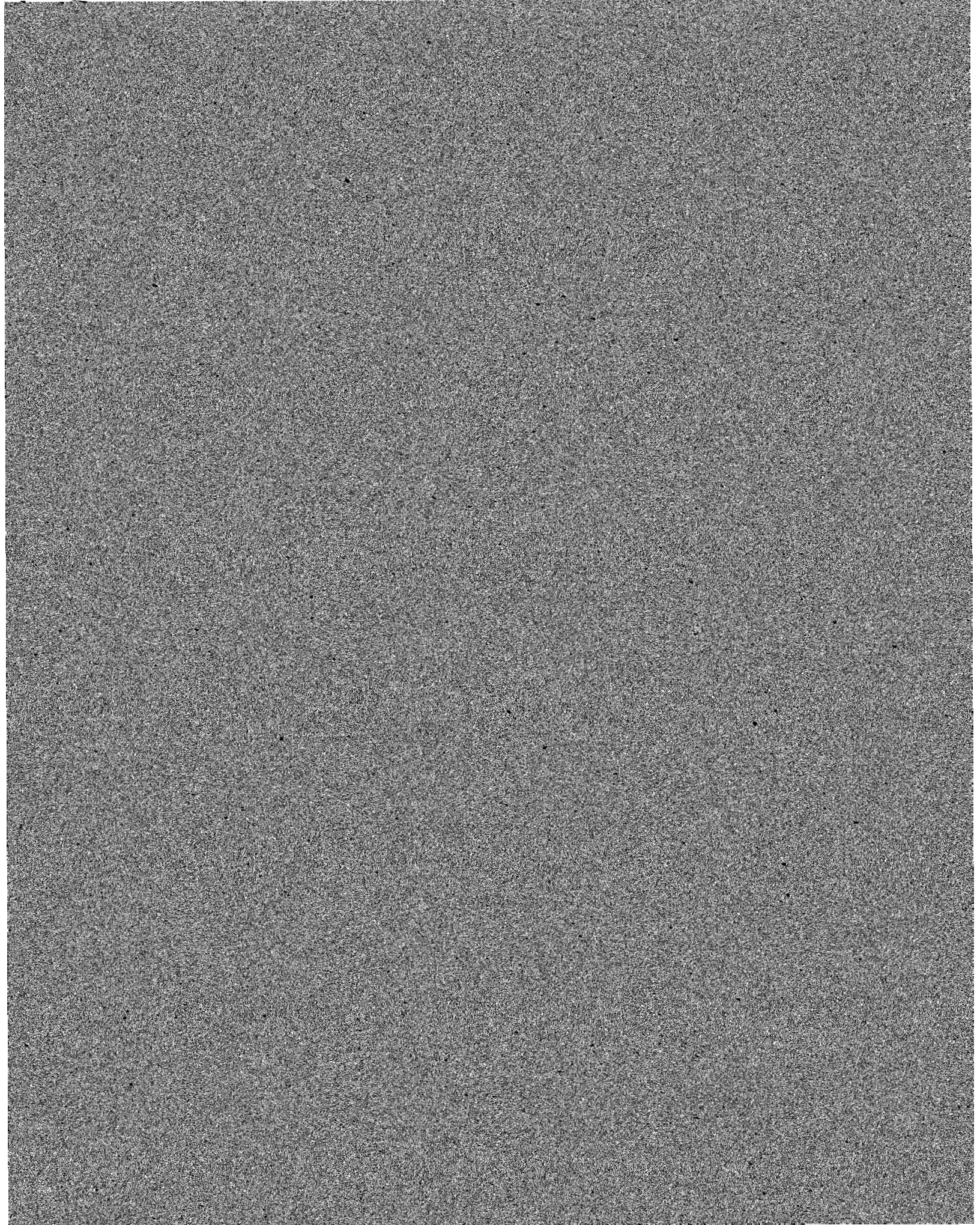
CASE NO. ECOO6914

I am over 18 years of age, employed in Orange County, California, and not a party to this action.

My business address is 23046 Avenida de la Carlota, Suite 600, Laguna Hills, CA 92653.

I served a true and correct copy of the ANSWER TO COMPLAINT FOR RECOVERY OF PERSONAL PROPERTY by placing a copy thereof in an envelope addressed as follows:

RONALD W. FITZGERALD, ESQ.
943 NORTH GRAND AVENUE



RONALD U. FITZGERALD
948 N. GRAND AVE.
COVINA, CA 91724
(818) 915-1812 Ref. No.: 000K4588-01 (045)
Attorney for: PLAINTIFF

SAN DIEGO SUPERIOR COURT
EL CAJON BRANCH

Plaintiff: TOPS THRIFT
Defendant: BLAS, ET AL.

FILED
EL CAJON
93 APR 30 AM 10:29
No. 0000914
Clerk of Superior Court
SAN DIEGO COUNTY, CA

1. At the time of service I was at least 18 years of age and not a party to this action, and I served copies of the:
SUMMONS & COMPLAINT,
2. a. Party served: FREDERICK F. BLAS, AN INDIVIDUAL DBA FRED BLAS FIRESTONE
b. Person served: party in item 2a
c. Address: 1742 N. MAIN
(Business) RAMONA, CA
3. I served the party named in item 2
b. by leaving the copies with or in the presence of:
CHAD DCE
PERSON IN CHARGE
Physical description: MALE 20 YRS. OLD 5'9
(approximate) 145 LBS. CAUCASIAN BLONDE HAIR
(1) (business) a person at least 18 years of age apparently in charge of the office or usual place of business of the person served. I informed him or her of the general nature of the papers.
(2) on: 04/18/93
(4) at: 08:24am
(5) A declaration of diligence is attached.
c. by causing copies to be mailed. A declaration of mailing is attached.
4. The "Notice to the Person Served" (on the summons, if any) was completed as follows:
a. as an individual defendant

5. Person Serving:
STEPHANIE TROLINGER a. Fee for service: \$52.70
SCAS Attorney Service, Inc. d. Registered California process servers.
9511 India Street (1) Independent contractor, not registered
San Diego, California 92108 (2) Registration No.: 2432
(619) 295-1009 (3) County: Los Angeles

6. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 04/18/93

Signature: Stephanie Trolinger

RONALD W. FITZGERALD
948 N. GRAND AVE.
COVINA, CA 91724
(818) 915-1812 Ref. No.: 000K4588-01 (777)
Attorney for: PLAINTIFF

FILED
EL CAJON

93 APR 30 AM 10:29

RM

SAN DIEGO SUPERIOR COURT
EL CAJON BRANCH

Plaintiff: TOPA THRIFT
Defendant: BLAS, ET AL.

No. 93-0006914
DORIS E. HARTONE
CLERK - SUPERIOR COURT
SAN DIEGO COUNTY, CA.

I am over the age of eighteen years and not a party to the within action,
my business address is:

RONALD W. FITZGERALD
948 N. GRAND AVE.
COVINA, CA 91724

On .. APRIL 26, 1993 .. after substituted service under C.C.P. 415.20(a)
or 415.20(b) was made, I served the within

SUMMONS & COMPLAINT,

on the defendant, in said action by placing a true copy thereof enclosed in
a sealed envelope with postage thereon prepaid FIRST CLASS in the U.S. mail
at COVINA, CA 91724

addressed as follows:

FREDERICK F. BLAS, AN INDIVIDUAL DBA FRED BLAS
FIRESTONE
1748 N. MAIN
RAMONA, CA

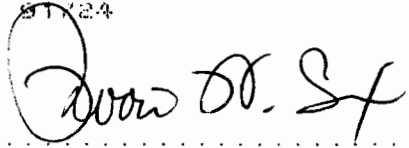
therefore completing the requirements for substituted service.

I declare under penalty of perjury under the laws of the State of
California that the foregoing is true and correct.

Executed on .. APRIL 26, 1993 .. at COVINA, CA 91724

PERRI W. LOMAX

type or print name



signature

RONALE W. FITZGERALD
948 N. GRAND AVE.
COVINA, CA 91724
(818) 915-1812 Ref. No.: 000K4588-01 (015)
Attorney for: PLAINTIFF

SAN DIEGO SUPERIOR COURT
EL CAJON BRANCH

Plaintiff: TOPA THRIFT
Defendant: BLAS, ET AL.

No.: EC006914
Declaration Regarding Diligence

FILED
EL CAJON
93 APR 30 AM 10:29
CLERK - COURT CLERK
SAN DIEGO SUPERIOR COURT
SAN DIEGO COUNTY, CA

I received the within process on 04/08/93 and that after diligent effort I have been unable to effect personal service on the within party. Dates and times of attempts with reported detail are listed below. Costs for diligence pertaining to substituted service is recoverable under CCP 1023.5.

Server: FREDERICK F. BLAS, AN INDIVIDUAL DBA FRED BLAS
FIRESTONE

Home: SERVEE'S HOME ADDRESS WAS NOT KNOWN AT TIME OF SERVICE.

Business: 1743 N. MAIN
RAMONA, CA

- 04/08/93 04:00pm NOT IN (BUSINESS)
- 04/08/93 08:20pm NO ANSWER AT DOOR - NO LIGHTS, NO MOVEMENT.
- 04/09/93 10:50am NOT IN (BUSINESS) - SUBJECT WILL BE BACK LATER.
- 04/10/93 06:44am NO ANSWER AT DOOR - NO CARS.
- 04/11/93 01:19pm NO ANSWER AT DOOR
- 04/13/93 08:24am SUBSTITUTED SERVICE. RECIPIENT INSTRUCTED TO DELIVER DOCUMENTS TO DEFENDANT AS NAMED.

Person Serving:
STEPHANIE TROLINGER
SCAS Attorney Service, Inc.
3511 India Street
San Diego, California 92109
(619) 295-1009

Fee for service: \$52.70
Registered California process servers.
Independent contractor, not registered
Registration No.: 2452
County: Los Angeles

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 04/13/93

Signature: _____

Stephanie Trolinger

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

250 E. Main Street
El Cajon, CA 92020
(619) 441-4174

TO:

FILE COPY: PAGE 1 OF 1

1 NOTICE PREPARED

TOPA THRIFT AND LOAN ASSOCIATION
Plaintiff(s)

vs.

FREDERICK F BLAS
Defendant(s)

Case No.: EC6914

**NOTICE OF FAILURE
TO COMPLY**

Sanctions pursuant to C.C.P. 575.2 and 177.5

NAME OF MUNICIPAL OR JUSTICE COURT DISTRICT OR OF BRANCH COURT, IF ANY SUPERIOR COURT, COUNTY OF SAN DIEGO EAST COUNTY DISTRICT		FOR COURT USE ONLY F L E D KENNETH E. MARTONE Clerk of the Superior Court JUN 23 1993 By: <i>[Signature]</i> Deputy EL CAJON, CA.
TITLE OF CASE (ABBREVIATED) TOPA THRIFT AND LOAN ASSOCIATION, etc. VS. FREDERICK F. BLAS, etc., et al.		
ATTORNEY(S) NAME AND ADDRESS RONALD W. FITZGERALD ATTORNEY AT LAW STATE BAR NO. 80041 943 NORTH GRAND AVENUE COVINA, CA 91724-5070		CASE NUMBER EC 006914
ATTORNEY(S) FOR TOPA THRIFT AND LOAN ASSOCIATION	TELEPHONE (818) 915-1812	

NOTICE OF APPLICATION FOR WRIT OF POSSESSION AND HEARING

CALENDAR DEPARTMENT

- TO DEFENDANT (Name. See footnote * before completing):
FREDERICK F. BLAS, an individual dba FRED BLAS FIRESTONE
- You are notified that a hearing on plaintiff's application for a writ of possession for levy on personal property described in the application, claimed to be wrongfully detained by you will held be in this court, as follows
 - Date: JULY 12, 1993 Time: 9:00 a.m. Dept. Div. Rm. No.: E-11
 - Address of court: 250 EAST MAIN STREET
EL CAJON, CA 92020
- You are informed that the writ will be issued if the court finds that the plaintiff's claim is probably valid and the other requirements for issuing the writ are established. This hearing is not for the purpose of determining whether the claim is actually valid. The determination of the actual validity of the claim will be made in subsequent proceedings in the action and will not be affected by the decision at the hearing on the application for the writ.
- If you desire to oppose the issuance of the writ, you shall file with this court and serve on plaintiff's attorney, or on plaintiff if plaintiff has no attorney, affidavits providing evidence sufficient to defeat plaintiff's right to issuance of the writ, and you may, in addition, appear at the hearing and make application to present further evidence on your behalf.
- If you desire to stay delivery of the property, you shall file with the court a written undertaking as required by CCP 515.020.
- If you fail to oppose the issuance of the writ, the court at the hearing may do the following
 - Order that a writ of possession be issued.
 - Order you or anyone in possession to transfer possession of the claimed property to plaintiff (CCP 512.070).
 - Grant injunctive or other relief.

IF YOU BELIEVE THE PLAINTIFF MAY NOT BE ENTITLED TO POSSESSION OF THE PROPERTY CLAIMED, YOU MAY WISH TO SEEK THE ADVICE OF AN ATTORNEY. SUCH ATTORNEY SHOULD BE CONSULTED PROMPTLY SO THAT HE MAY ASSIST YOU BEFORE THE TIME SET FOR THE HEARING.

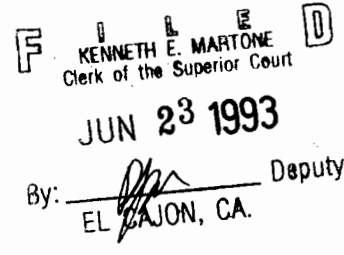
Dated: MAY 27, 1993
.....
RONALD W. FITZGERALD
.....
(Type or print name)

Ronald W. Fitzgerald
.....
(Signature of (Attorney for) Plaintiff)

* The word "plaintiff" includes cross-complainant, "defendant" includes cross-defendant, singular includes plural, and masculine includes feminine and neuter. The following must be served on defendant prior to the court hearing (a) a copy of the summons and complaint, (b) a copy of this notice, and (c) a copy of the application for writ of possession together with any affidavits (declarations) in support of the application. File the original of this notice and a proof of service with the court.

**NOTICE OF APPLICATION FOR WRIT
OF POSSESSION AND HEARING
(Claim and Delivery)**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

NAME OF MUNICIPAL OR JUSTICE COURT DISTRICT OR OF BRANCH COURT, IF ANY SUPERIOR COURT, COUNTY OF SAN DIEGO EAST COUNTY DISTRICT		FOR COURT USE ONLY <div style="text-align: center;">  </div>
TITLE OF CASE (ABBREVIATED) TOPA THRIFT AND LOAN ASSOCIATION, etc. VS. FREDERICK F. BLAS, etc., et al.		
ATTORNEY(S) NAME AND ADDRESS RONALD W. FITZGERALD ATTORNEY AT LAW STATE BAR NO. 80041 943 NORTH GRAND AVENUE COVINA, CA 91724-5070		
ATTORNEY(S) FOR TOPA THRIFT AND LOAN ASSOCIATION	TELEPHONE (618) 915-1812	CASE NUMBER EC 006914

**APPLICATION FOR WRIT OF POSSESSION AFTER HEARING EX PARTE
 AND FOR TEMPORARY RESTRAINING ORDER**

1. Plaintiff has filed a complaint and makes claim for delivery of property in the possession of defendant, and applies for (See footnote * before completing)
 - a. Plaintiff (Name): **TOPA THRIFT AND LOAN ASSOCIATION, a California corporation**
 - b. Defendant (Name): **FREDERICK F. BLAS, an individual dba FRED BLAS FIRESTONE**
 - c. Application for
 - (1) Writ of possession after hearing (CCP 512.010).
 - (2) Ex parte writ of possession (CCP 512.020. Declaration for Ex Parte Writ of Possession must also be filed).
 - (3) Temporary restraining order (CCP 513.010. Declaration for Temporary Restraining Order must also be filed).

2. The basis of plaintiff's claim and right to possession of the claimed property is set forth in a written instrument, a copy of which is attached (CCP 512.010 (b) (1)). verified complaint. attached affidavit. the following facts:

3. Property claimed (Describe, state value and further identify any property which is a farm product (CCP 511.040) held for sale or lease, or any property which is inventory (CCP 511.050)):

PROPERTY DESCRIBED IN SCHEDULE "A" TO LEASE WHICH IS ATTACHED HERETO WITH A TOTAL ESTIMATE VALUE OF \$40,000.00.

4. A showing that the property is wrongfully detained by defendant is set forth in the verified complaint. attached affidavit. following facts:

(Continued on Reverse Side)

* The word "plaintiff" includes cross-complainant, "defendant" includes cross-defendant, singular includes the plural, and masculine includes feminine and neuter.

Frederick F. Blas, an individual

DBA: FRED BLAS FIRESTONE

SCHEDULE A

- (2) SINGLE POST LIFT (WSTRN)
- (1) 4/WHL ALIGNMENT (FMC-9947)
- (2) SWING AIR JACK (AMMCO)
- (1) EUROPEAN STYLE TIRE CHANGER (COATS)
- (2) COMPUTERIZED WHL/BALANCER (COATS)
- (1) 5/HP 80-GALLON COMPRESSOR (CURTIS)
- (1) DISC/DRUM BRAKE LATHE (AMMCO 4000 COMB.)
- (1) DIX BENCH LATHE (AMMCO/2400)
- (1) ROTOR MICROMETER-INCHES (AMMCO 2760)
- (1) DRUM BEARING PROTECTOR (AMMCO 4282)
- (1) DISC. ROTOR SILENCER BANK (AMMCO 6921)
- (1) DISC. ROTOR SILENCER (AMMCO 7075)
- (1) DRUM MOCROMETER-INCHES (AMMCO 8500)
- (1) ARBOR SET 11/16 (AMMCO 8500)
- (1) BRAKE PRESSURE BLEEDER (AMMCO 7300)
- (1) STRUT COMPRESSOR (AMMCO 2775)
- (3) OVERHEAD AIR REELS W/HOSE
- (3) RETRACTABLE DROP LIGHTS
- (24) TIRE STORATE RACKS 5'X3'-TIRE
AIR LINE W/COUPLERS
- (2) TIRE BABIES (CHIEF)

✓ 7-10-90

✓ JFB

Michael J. R. 7-10-90

1 RONALD W. FITZGERALD
2 Attorney at Law
3 943 North Grand Avenue
4 Covina, California 91724-5070
5 (818) 915-1812
6 State Bar No. 80041

7 Attorney for Plaintiff
8 TOPA THRIFT AND LOAN ASSOCIATION

F KENNETH E. MARTONE
Clerk of the Superior Court
JUN 23 1993
By: *[Signature]* Deputy
EL CAJON, CA.

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN DIEGO, EAST COUNTY DISTRICT

11 TOPA THRIFT AND LOAN)
12 ASSOCIATION, a California)
13 corporation,)
14 Plaintiff,)
15 vs.)
16 FREDERICK F. BLAS, etc.,)
17 et al.,)
18 Defendants.)

CASE NO. EC 006914
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S APPLICATION
FOR WRIT OF POSSESSION AND
TEMPORARY RESTRAINING ORDER
DATE: 07-12-93
TIME: 9:00 A.M.
DEPT: E-11
TRIAL: NONE
LAW AND MOTION CUTOFF: NONE
DISCOVERY CUTOFF: NONE

19 I.

20 INTRODUCTION

21 By this application, Plaintiff Topa Thrift and Loan
22 Association ("TOPA") seeks a temporary restraining order and a
23 writ of possession to forestall the imminent, wrongful removal of
24 tire store equipment (hereinafter the "equipment"), valued in
25 excess of \$40,000.00, from this Court's jurisdiction. The
26 equipment is currently located at 902 Main Street, Ramona,
27 California.
28

1 TOPA is the true and sole owner of the equipment. TOPA
2 leased the equipment to Defendant FREDERICK F. BLAS, an
3 individual and dba FRED BLAS FIRESTONE ("Defendant"), on July 10,
4 1990.

5 TOPA is absolutely entitled to immediate possession of
6 the equipment under the terms of its Lease with Defendant. Under
7 the Lease, failure to make rent payments constitutes a default,
8 and unconditionally entitles TOPA to immediate possession of the
9 equipment. As set forth more fully in the accompanying
10 Declaration of Richard Hughes (the "Hughes Declaration"),
11 Defendant has failed to make 4 consecutive payments totalling
12 more than \$10,000.00. In addition, TOPA is entitled to the
13 immediate possession of the equipment.

14 TOPA seeks an order issuing a writ of possession and
15 directing Defendant to turn over the equipment to TOPA. In
16 addition, TOPA seeks a temporary restraining order to prevent
17 Defendant from transferring the equipment pending the hearing of
18 TOPA's application for writ of possession, and from otherwise
19 interfering with TOPA's right to immediate possession of the
20 equipment.

21
22 II.

23 THE COURT SHOULD GRANT TOPA'S

24 APPLICATION FOR WRIT OF POSSESSION

25 A writ of possession should be granted in an action for
26 possession of personal property if TOPA (1) establishes the
27 probable validity of its claim, and (2) provides an appropriate
28 undertaking in an amount set by the Court. See C.C.P. §511.010,

1 et seq. A claim is probably valid for the purposes of the
2 issuance of a writ of possession if it is more likely than not
3 that Plaintiff will obtain a judgment against Defendant. See
4 C.C.P. §511.090.

5 In this case, TOPA has shown the probable validity of
6 its claim. As set forth in the Hughes Declaration, TOPA is the
7 lawful owner of the equipment, which it leased to Defendant. The
8 Hughes Declaration demonstrates that Defendant is in default
9 under the Lease for failure to make 4 consecutive rent payments.
10 The TOPA lease expressly provides that in the event of such a
11 default, TOPA is entitled to immediate possession of the
12 equipment. Significantly, the Lease explicitly states that
13 Defendant's obligation to make rent payments is absolute, and is
14 not affected by any claims of setoff or defenses against any
15 party of any nature whatsoever.

16 Accordingly, TOPA's right to possession of the
17 equipment is clearly established and TOPA has therefore proven
18 the probable validity of its claim.

19 The purpose of the undertaking required by C.C.P.
20 §515.010 is to indemnify the Defendant against damages which may
21 be suffered if a writ of possession is wrongfully granted. Under
22 C.C.P. §515.010, the undertaking required for issuance of a writ
23 of possession shall not be less than twice the value of
24 Defendant's interest in the property.

25 In this case, Defendant has no interest in the
26 property. Defendant still owes in excess of \$90,000.00 under the
27 Lease and the value of the property is only \$40,000.00, therefore
28 Defendant has no equity in the equipment. Accordingly, the

1 amount of the undertaking in this case should be nominal, or at
2 most, an amount equal to the additional expense (above the amount
3 due for rent) which Defendant would have to incur to obtain the
4 use of replacement equipment, also a nominal amount.

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III.

THE COURT SHOULD GRANT PLAINTIFF'S



1 TOPA's application for a temporary restraining order, Defendant
2 would immediately remove the equipment from this Court's
3 jurisdiction, before such an order could be issued and served.

4 The Court may require the filing of an undertaking in
5 connection with the grant of a temporary restraining order. The
6 purpose of requiring this undertaking is to indemnify Defendant
7 against damages which may be suffered by defendant during the
8 period of the temporary restraining order. In this case,
9 however, the only potential harm to Defendant resulting from the
10 issuance of a temporary restraining order would be Defendant's
11 inability to sell or transfer the equipment pending the hearing
12 on TOPA's application for writ of possession. Defendant may
13 continue to use the equipment.

14 Given TOPA's overwhelming likelihood of success, the
15 chance of Defendant suffering any damages from entry of a
16 temporary restraining order is minimal. Because Defendant is not
17 precluded from using the equipment, Defendant will suffer no
18 damages during the period a temporary restraining order is in
19 effect. An undertaking in a nominal amount, \$10,000.00 should be
20 established.

21 Accordingly, TOPA respectfully requests a temporary
22 restraining order be granted and that no undertaking be required

that would be consistent with the temporary restraining order. Defendant's

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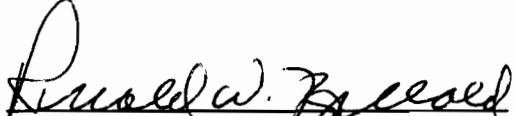
IV.

CONCLUSION

For all the foregoing reasons, TOPA respectfully requests that the Court issue an order granting a writ of possession upon the filing of an appropriate bond, and that the Court issue a temporary restraining order prohibiting Defendant from transferring the equipment, or in any way interfering with TOPA's repossession of the equipment.

Respectfully submitted,


Dated: May 27, 1993

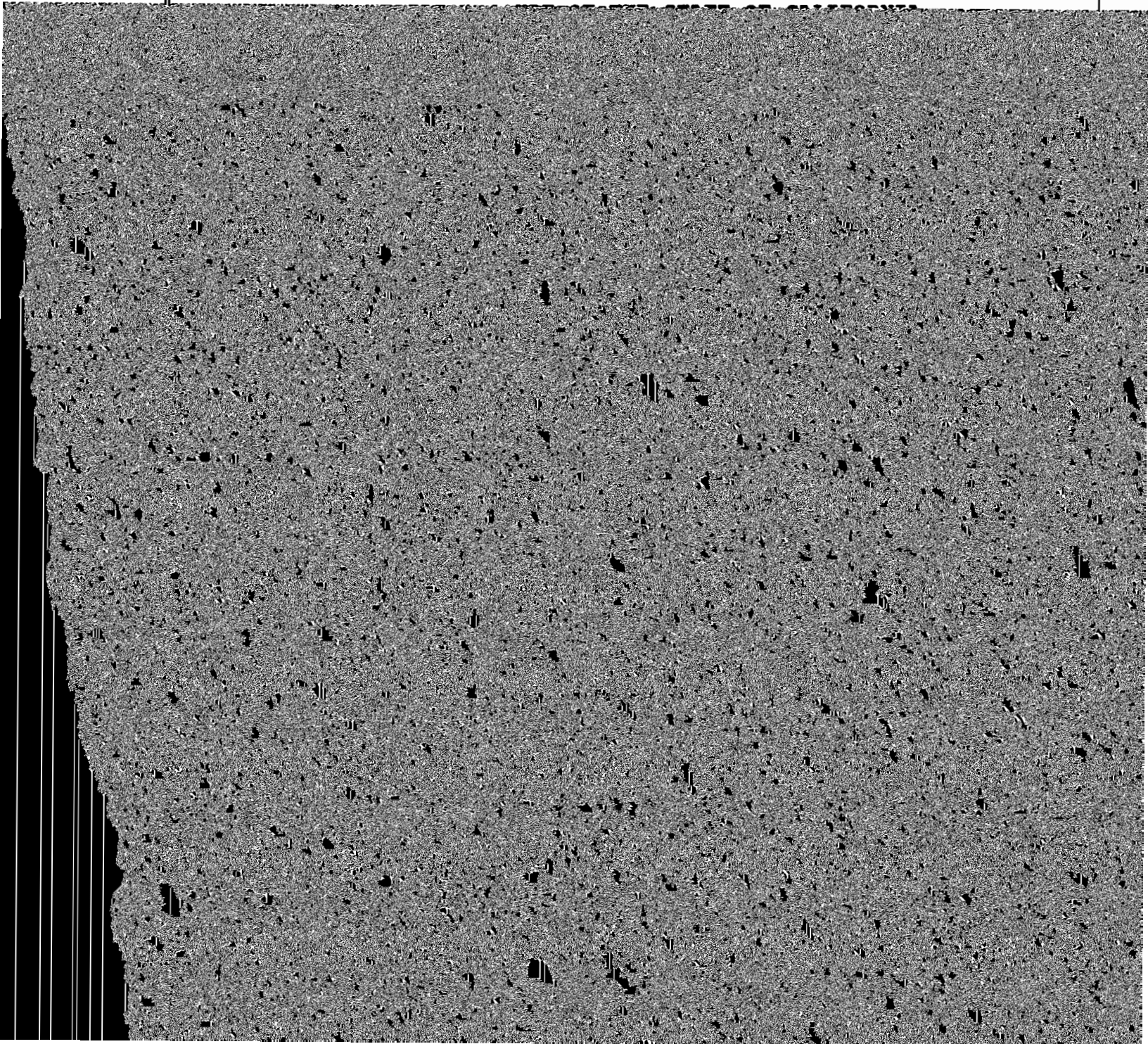

RONALD W. FITZGERALD,
Attorney for Plaintiff

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RONALD W. FITZGERALD
Attorney at Law
943 North Grand Avenue
Covina, California 91724-5070
(818) 915-1812
State Bar No. 80041

Attorney for Plaintiff
TOPA THRIFT AND LOAN ASSOCIATION

F I L E D
KENNETH E. MARTONE
Clerk of the Superior Court
JUN 23 1993
By:  Deputy
E. CAJON, CA.



1 as EXHIBIT "A", based on my personal knowledge or corporate
2 records of TOPA of which I am fully familiar, including:

3 a. that certain equipment Lease Agreement dated
4 as of July 10, 1990, by and between TOPA and Defendant (the
5 "Lease"), pursuant to which TOPA leased to Defendant the
6 equipment, a true and correct copy of such Lease being attached
7 hereto and incorporated herein by reference as EXHIBIT "A"; and

8 b. that certain Statement of Facts and
9 Acceptance of Leased Equipment, dated as of July 10, 1990 (the
10 "Statement of Facts"), pursuant to which Defendant certified that
11 the equipment was delivered to Defendant in good order and was
12 fully and finally accepted under the Lease, a true and correct
13 copy of such Statement of Facts being attached hereto and
14 incorporated herein by reference as EXHIBIT "B".

15 3. At all times, I have been fully responsible for
16 collection of amounts due. I am familiar with TOPA's financial
17 procedures and controls, and would be made aware immediately were
18 payments received. I am certain no such payments have been
19 received. Attached hereto as EXHIBIT "C" is a copy of the
20 account ledger which TOPA maintains in its regular course of
21 business. Any payments received by TOPA are logged within 24
22 hours of their receipt and then input on the ledger. Had any
23 payments been made they would be reflected in the account ledger.
24 However, the statement clearly shows that no payments have been
25 received since February 12, 1993.

26 4. Defendant is in default under the terms of the
27 Lease in that: Defendant has failed to pay TOPA, in accordance
28 with the Lease, the following rent payments:

<u>Rent Payment Date</u>	<u>Amount of Rent Payment</u>
April 17, 1993	2,496.00
May 17, 1993	2,496.00

Each of such rent payments is more than 10 business days overdue. The failure to pay each rent payment due and payable to date constitutes a separate Event of Default pursuant to the Lease. The total amount of the 2 rent payments due and payable as of the date hereof, equals \$4,992.00, plus late charges.

5. Pursuant to Section 16 of the Lease, TOPA, upon the occurrence of an Event of Default (as defined in the Lease), has the right to declare the Lease in default and exercise the remedies set forth in such Section. TOPA has made numerous requests for payment of rent and other amounts due during the term of the Lease.

6. One of the remedies provided TOPA in Section 16 of the Lease is the right to enter the premises where the equipment is believed to be, with or without legal process, and take possession thereof.

7. The equipment is, as of the date hereof, under the control of Defendant, and is located at the following address: 902 Main Street, Ramona, California. Defendant moved the equipment to this location from 754 North Main, Ramona, California, recently, even though Defendant knew TOPA has a potential buyer for the equipment.

8. In accordance with the terms of the Lease and pursuant to Section 16 of the Lease, TOPA has demanded payment, as damages and not as a penalty, the sum of \$86,492.28, being the amount of the unpaid and accrued rent payments. This sum, which

1 is exclusive of accrued interest and other amounts due and owing
2 TOPA, on information and belief, exceeds the fair market value of
3 the equipment, which is believed to be approximately USD
4 \$40,000.00. Accordingly, Defendant has no equity in the
5 equipment. The monthly fair market rental value of the equipment
6 at this time is believed to be approximately \$2,496.00.

7 9. In the event that Defendant was to become aware of
8 TOPA's intention to repossess the equipment, there is a
9 substantial likelihood that the equipment would be relocated
10 outside the jurisdiction of this court or transferred to a third
11 party.

12 I declare under penalty of perjury under the laws of
13 the State of California that the foregoing is true and correct
14 and that this declaration is executed at Covina, California on
15 May 28, 1993.

16
17 
18 RICHARD HUGHES
19
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Frederick F. Blas, an individual

DBA: FRED BLAS FIRESTONE

SCHEDULE A

- (2) SINGLE POST LIFT (WSTRN)
- (1) 4/WHL ALIGNMENT (PMC-9947)
- (2) SWING AIR JACK (AMMCO)
- (1) EUROPEAN STYLE TIRE CHANGER (COATS)
- (2) COMPUTERIZED WHL/BALANCER (COATS)
- (1) 5/HIP 80-GALLON COMPRESSOR (CURTIS)
- (1) DISC/DRUM BRAKE LATHE (AMMCO 4000 COMB.)
- (1) DIX BENCH LATHE (AMMCO/2400)
- (1) ROTOR MICROMETER-INCHES (AMMCO 2760)
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- (3) OVERHEAD AIR REELS W/HOSE
- (3) RETRACTABLE DROP LIGHTS
- (24) TIRE STORATE RACKS 5'X3-TIRE
- AIR LINE W/COUPLERS
- (2) TIRE BABIES (CHIEF)

✓ 7-10-90

✓ JFB

Michael J. Blas

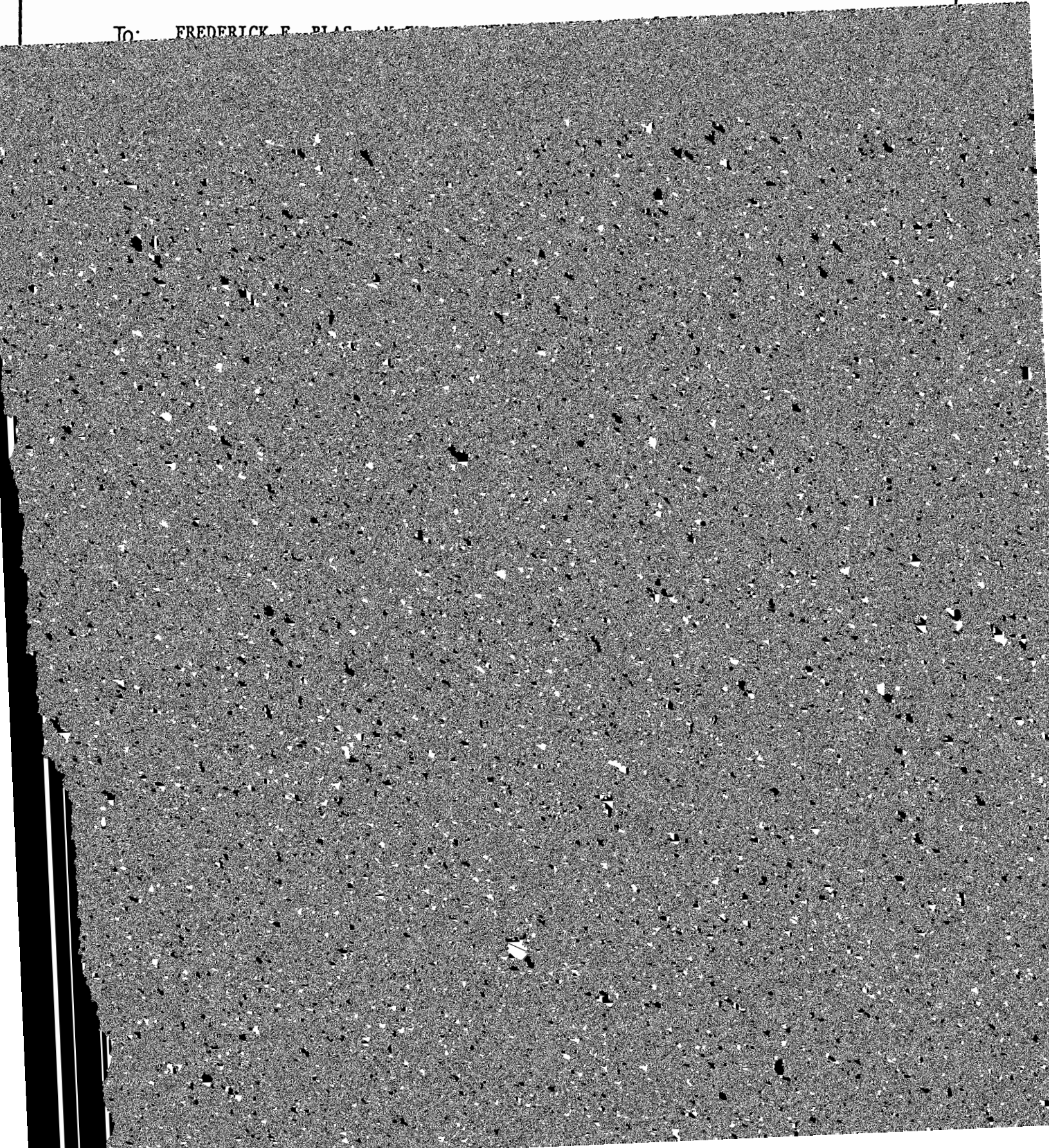
7-10-90



Trift and Loan Association Leasing Division

STATEMENT OF FACTS AND ACCEPTANCE OF LEASED EQUIPMENT

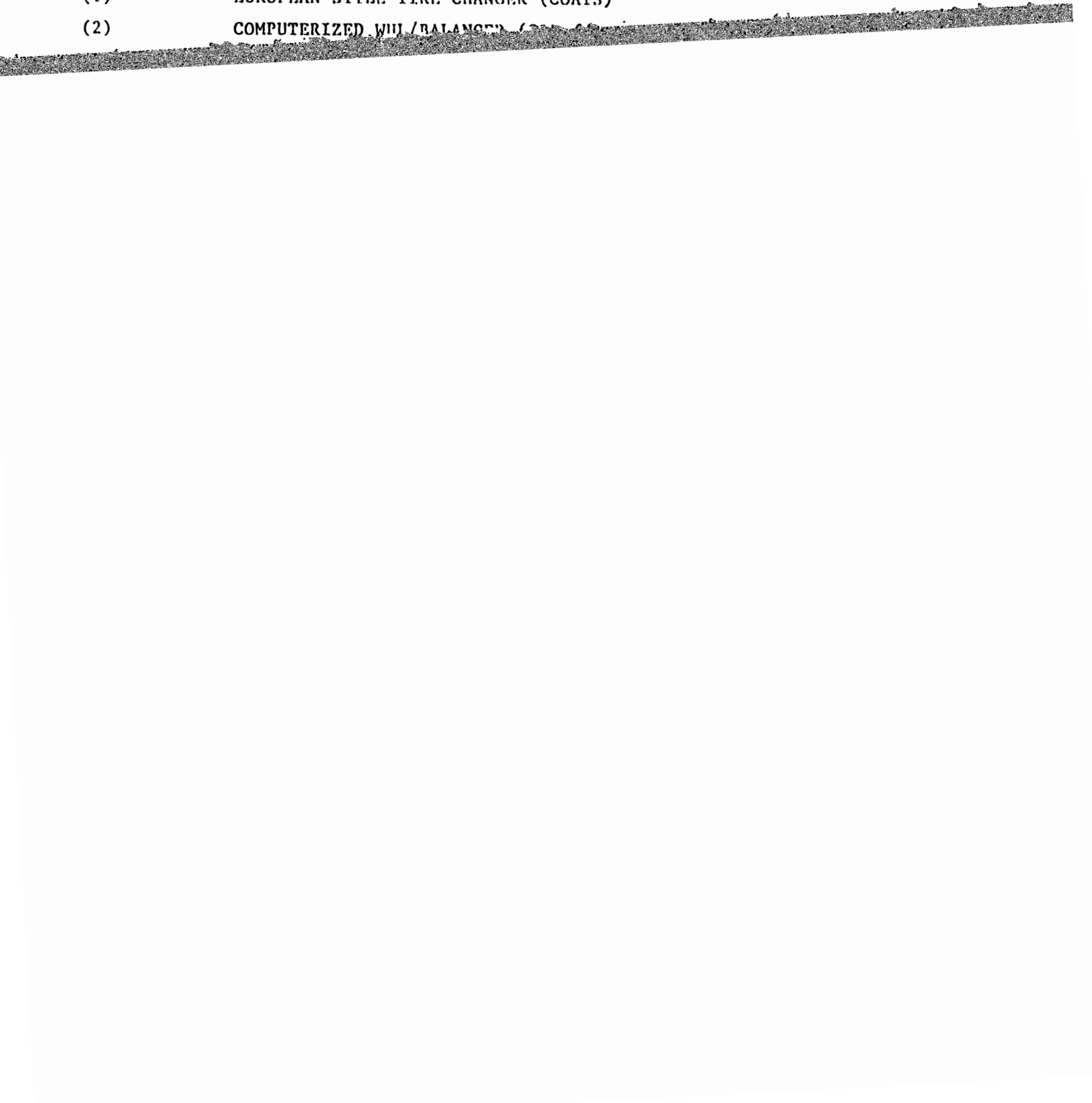
To: FREDERICK E. BLAS



Frederick F. Blas, an individual

DBA: FRED BLAS FIRESTONE

SCHEDULE A

- (2) SINGLE POST LIFT (WSTRN)
 - (1) 4/WHL ALIGNMENT (FMC-9947)
 - (2) SWING AIR JACK (AMMCO)
 - (1) EUROPEAN STYLE TIRE CHANGER (COATS)
 - (2) COMPUTERIZED WHL/BALANCE
- 

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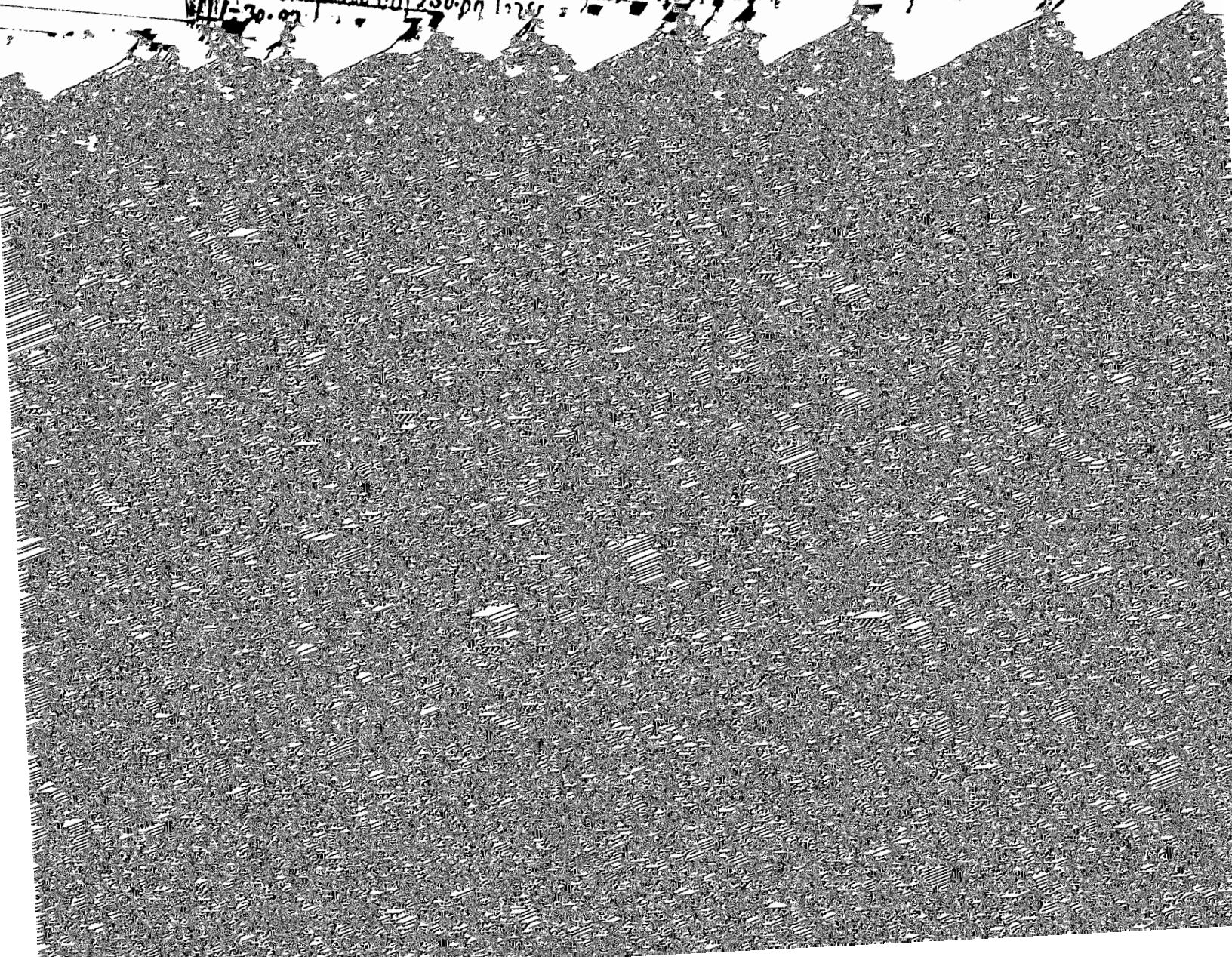
FREDERICK P. BLAS AN INDIVIDUAL
 DHA: FRED BLAS PIRESTONE
 1743 NORTH MAIN A-2675 9354 CONTACT: FRED BLAS 177U
 Ramona, California 92065 (714) 786-0170 EC-84065.15
 108/11 DAY LC (714) 243-1491 DI-50153.08
 HP-12729.77

LINE	DATE	AMT. PAID	CHARGES	CREDITS	BALANCE	SYM.	SHORT	MO. DUE	REMARKS	NOTICE	OWE \$
A	5-30-91		Balance Forward		121,195.46	(134.46)		6/17/91	MT	5	
1	7-8-91	1200.00		1200.00	119,995.46	(1005.00)		6/17/91	MT	7	
2	7-8-91	1200.00	249.60	950.40	119,045.00	(280.45)		7/17/91	MT	7	
3	7-25-91	1200.00		1200.00	117,845.00	(196.90)		8/17/91	MT	7	

1-91-40752
 DR: FRED BLAS FIRESTONE
 1743 NORTH MAIN AVE
 Ramona, California 92065
 108/11 DAY LC
 CONTACT: FRED BLAS 17TH
 (714) 788-7313
 (714) 448-7313
 (714) 243-1491
 EC-84865.15
 DI-50153.08
 BF-12729.77
 MI-2012.00

DATE	AMT. PAID	CHARGES	CREDITS	BALANCE	SYM.	SHORT	MO. DUE	REMARKS
12-2-91								
12-12-91	1000.00			110,505.80				
12-23-91	1400.00	249.60	1000.00	109,505.80			11/17/91	
12-31-91		7547.31	1150.40	108,355.40			11/17/91	car 1412
12-31-91		3474.87		117,914.71			12/17/91	car 1444
12-31-91		160.00		121,377.55			12/17/91	car 1461
				121,477.55			12/17/91	car 1474
New Payment Schedule								
1-3-92	1400.00	249.60	1150.40	122,627.95			12/17/91	car 1474
1-3-92	10.00			122,637.95			12/17/91	car 1474
1-7-92	1400.00	249.60	1150.40	124,487.55			12/17/91	car 1474
1-10-92	2500.00	250.00	2250.00	119,257.55			12/17/91	car 1474
1-30-92	2500.00	250.00						

FEE
 SIG
 DMV FEE



91-40... FREDERICK M. BLAS AN INDIVIDUAL
 DBA: FRED BLAS FIRESTONE
 1743 NORTH MAIN AVE
 Ramona, California 92065
 108/11 DAY LC
 CONTACT: FRED BLAS 17TH
 (714) 781-1731 P.C. 84865.15
 (714) 781-1731 B1-50153.00
 (714) 243-1491 BF-12729.77
 5/17/95 cc MI-2012.00

LINE	DATE	AMT. PAID	CHARGES	CREDITS	BALANCE	SYM.	SHORT	MO. DUE	REMARKS
A	4-30-92								
	5-27-92	3,000.00	250.00	2,750.00	115,417.53	(1404.97)	4/17/92		MI
	6-26-92	2,000.00			112,667.53	(1366.97)	5/17/92		MI
	6-26-92	500.00		2,000.00	110,167.53	(2496.00)	6/17/92		MI
	6-26-92	500.00	250.00	250.00	110,417.53	+4.00			

OWES
 BANK

10/10/2000
 4-91-40
 60x2496.00
 2496.00
 DATE

FREDERICK W. BLAS, AN INDIVIDUAL
 DBA: FRED BLAS FIRESTONE
 1743 NORTH MAIN A
 Ramona, California 92065
 108/11 DAY LC
 Merced Valley
 (714) 243-1491
 (714) 440-7313
 (714) 243-1491
 11/17/95
 CONTACT: FRED BLAS 17TH
 (714) 440-7313 EC-84865.15
 DI-50153.08
 BF-12729.77
 c.c. MI-2012.00

CHARGES CREDITS BALANCE SYM. SHORT MO. DUE REMARKS
 9.00 GROSS LEASE

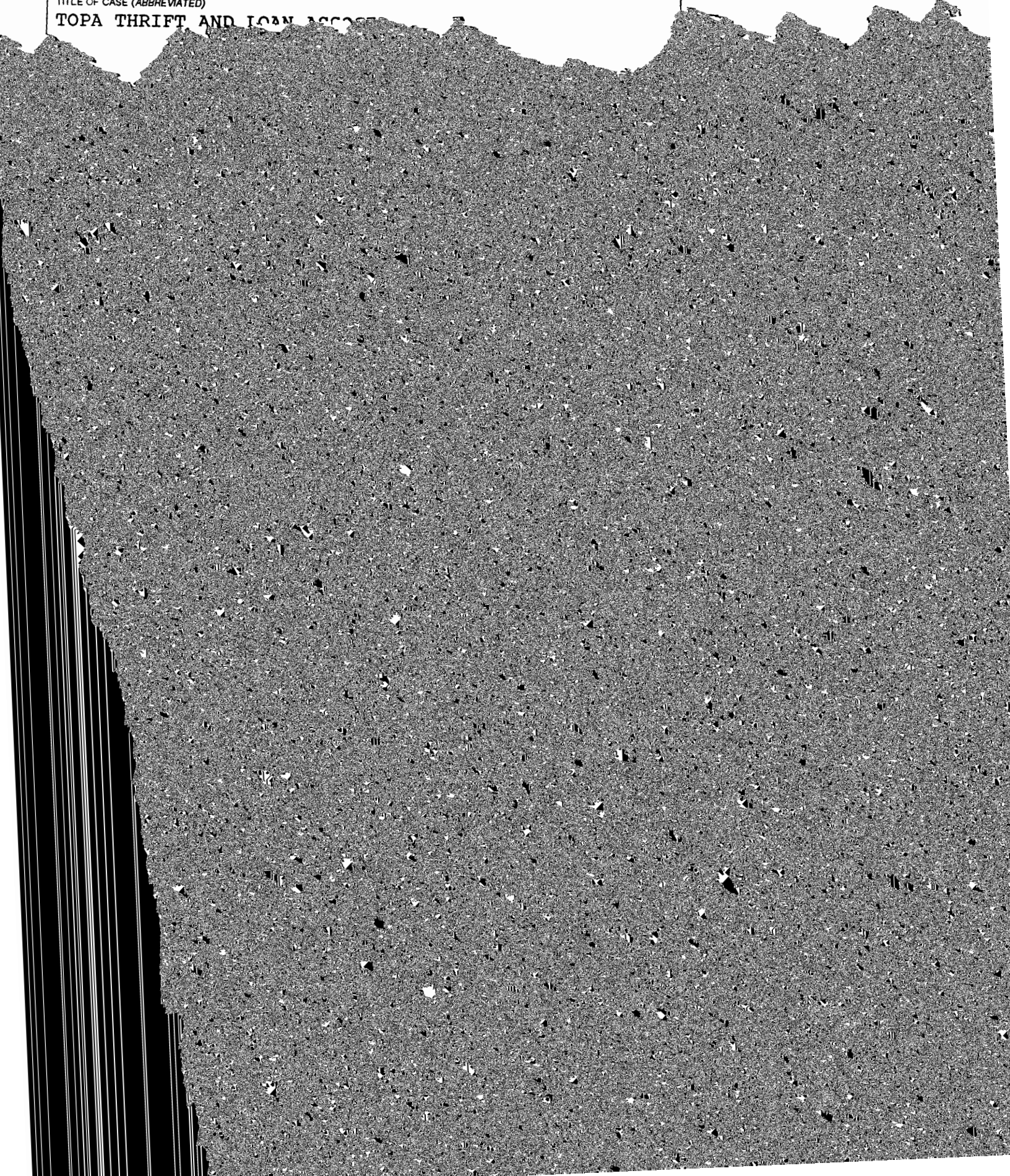
DATE	AMT. PAID	CHARGES	CREDITS	BALANCE	SYM.	SHORT	MO. DUE	REMARKS
2-17-93			Balance FORWARD	93479.08	-30.35		1-17-93	EP
2-12-93	2745.60	249.60	2496.00	90983.08	-30.35		2-17-93	EP PD 4c
3-30-93	2500.00	249.60	2250.40	88732.68	-26.35		3-17-93	EP
4-30-93	2500.00	249.60	2250.40	86482.28	-22.35		4/17	EP
5-7-93	(2500.00)	(249.60)	(2250.40)	88,732.68	-26.35		5/17	NSF
5-7-93		10.00		88,742.68	-26.35		5/17	FOR AMT
5-7-93	2500.00	249.60	2250.40	86,492.28	-22.35		4/17	OK
			NOD Filed	4-23-93				

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

NAME OF MUNICIPAL OR JUSTICE COURT DISTRICT OR OF BRANCH COURT, IF ANY
SUPERIOR COURT, COUNTY OF SAN DIEGO
EAST COUNTY DISTRICT

FOR COURT USE ONLY

TITLE OF CASE (ABBREVIATED)
TOPA THRIFT AND LOAN ASSOCIATION



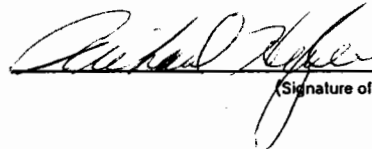
4. Plaintiff requests the following restrictions on the disposition of the proceeds of a transfer of the property described in items 2(a) or 2(b) in the ordinary course of business (Specify):

5. Facts showing the probability that there is an immediate danger that the property referred to in item 2 may become unavailable to levy by reason of being transferred, concealed or removed or may become substantially impaired in value are set forth in the verified complaint. attached affidavit. as follows:

I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on (Date): MAY 27, 1993 at (Place): COVINA, CALIFORNIA, California.

RICHARD HUGHES

(Type or Print Name)



(Signature of Plaintiff)

6. Total number of pages attached:

1 RONALD W. FITZGERALD
2 Attorney at Law
3 943 North Grand Avenue
4 Covina, California 91724-5070
5 (818) 915-1812
6 State Bar No. 80041
7
8 Attorney for Plaintiff
9 TOPA THRIFT AND LOAN ASSOCIATION

FILED
93 JUL -2 PM 3:17
J. M.
JAMES H. HARTONE
CLERK SUPERIOR COURT
SAN DIEGO COUNTY, CA.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO, EAST COUNTY DISTRICT

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TOPA THRIFT AND LOAN)
ASSOCIATION, a California)
corporation,)
Plaintiff,)
vs.)
FREDERICK F. BLAS, etc.,)
et al.,)
Defendants.)

CASE NO. EC 006914
PROOF OF SERVICE

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