

**EXHIBIT
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Superior Court of California
County of San Joaquin
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Case Management Conference
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Anne Singer, Esq. (SB 112501)
A. Singer & Associates Inc.
199 W. Hillcrest Drive
Thousand Oaks CA 91360
Tel. 805-375-2010
Fax. 805-301-8005

Attorneys for Plaintiff Yes Online Inc,
Assignee for Real Party in Interest, ICD TRANSLTION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

YES ONLINE INC., a California
corporation, doing business as Dynamic
Legal Recovery, assignee for Real Party in
interest, ICD TRANSLATION,

Plaintiff,

vs.

GUNTERT AND ZIMMERMAN AKA
GUNTERT AND ZIMMERMAN CONST.
DIV. INC., RONALD GUNTERT
an individual and DOES I through 10,
inclusive,

Defendant(s).

CASE NO. STK-CV-LBC-2023-0000181

COMPLAINT FOR MONEY

[Amount demanded is less than \$10,000]

Plaintiff Alleges:

1. Plaintiff is, and at all times herein mentioned was, a corporation doing business in
County of San Joaquin, State of California under the name of Dynamic Legal Recovery. Plaintiff
is assignee for real party in interest, ICD TRANSLATION.

2. Real Party in Interest, ICD TRANSLATION, is and at all times herein mentioned
was, an company doing businessresiding in the County of San Joaquin, State of California and
has assigned all of his rights to collection of the debt from Defendant herein to Plaintiff under a
written assignment of debt and is hereinafter referred to as Plaintiff's assignor.

3. Defendant GUNTERT AND ZIMMERMAN AKA GUNTERT AND

1 ZIMMERMAN CONST. DIV. INC., (“GUNTERT & ZIMMERMAN”) is a California
2 corporation doing buisness in the County of San Joaquin.

3 4. Defendant RONALD GUNTERT is an individual and is now, and at all times
4 mentioned in this complaint was, a resident of the County of San Joaquin, State of California..

5 5. Plaintiff is informed and believes and thereon alleges that Defendant Ronald
6 Guntert was, and at all times relevant herein is, the controlling interest holder of and that there
7 existed and at all times relevant herein exists, a unity of interest and ownership between
8 Defendant RONALD GUNTERT and Defendant GUNTERT AND ZIMMERMAN such that any
9 individuality and separateness between them have ceased, and Defendant RONAL GUNTERT is
10 the mere alter ego of Defendant GUNTERT AND ZIMMERMAN. Defendant RONALD
11 GUNTERT used assets of Defendant GUNTERT & ZIMMERMAN for personal use, caused
12 assets of Defendant GUNTERT & ZIMMERMAN to be transferred to Defendant defendant
13 individual without adequate consideration and withdrew funds from Defendant GUNTERT &
14 ZIMMERMAN ’s bank accounts for personal use (ii) the activities and business of Defendant
15 GUNTERT & ZIMMERMAN was carried out without the holding of meetings, no records or
16 minutes of any proceedings were maintained and Defendant DEFENDANT INDIVIDUAL
17 entered into personal transactions with Defendant GUNTERT & ZIMMERMAN without the
18 approval of other directors or shareholders and (iii) Defendant GUNTERT & ZIMMERMAN
19 was a mere shell and sham without adequate capital, assets, stock or stockholders or interest
20 holders.

21 6. Plaintiff’s assignor is informed and believes and thereon alleges that Defendant
22 GUNTERT & ZIMMERMAN was conceived, intended and used by Defendant DEFENDANT
23 INDIVIDUAL solely as a device to avoid individual liability and for the purpose of substituting a
24 financially insolvent GUNTERT & ZIMMERMAN in the place of Defendant GUNTERT &
25 ZIMMERMAN. It is further alleged that Defendant RONALD GUNTERT was the principle to
26 refused to allow payment to Plaintiff and that his intentional acts subject him to personal liability
27 for damages sustained by Plaintiff.

28 7. Adherence to the fiction of the separate existence of Defendant GUNTERT &

1 ZIMMERMAN as entity distinct from Defendant RONALD GUNTER would permit an abuse of
2 law and would sanction fraud or promote injustice in that Defendant RONALD GUNTERT has
3 caused Defendant GUNTERT & ZIMMERMAN to become insolvent for purposes of avoiding
4 payment of creditors and preventing attachment and execution by creditors including Plaintiff's
5 assignor.

6 8. Plaintiff is informed and believes, and on that basis alleges, that the fictitiously
7 named Defendants sued herein as DOES 1 through 10, inclusive, and each of them were in some
8 manner responsible or legally liable for the actions, events, transactions and circumstances
9 alleged herein. The true names and capacities, whether individual, corporate, associates, or
10 otherwise, of the Defendants herein designated as DOES 1 through 10, inclusive, are unknown to
11 Plaintiff's assignor and Plaintiff's assignor will ask leave of Court to amend this Complaint to
12 show the true names and capacities when they are ascertained. Each reference to "Defendants"
13 herein shall include the DOE Defendants. Plaintiff's assignor is informed and believes, and on
14 that basis alleges, that the Defendants, and each of them, are and were at all times herein
15 mentioned, the agents, servants, employees, joint venturers, or co-conspirators of each of the
16 other Defendants, and at all times hereto mentioned were acting within the course and scope of
17 said agency, employment, or service to furtherance of the joint venture or conspiracy.

18 **FIRST CAUSE OF ACTION**

19 **(Breach of Oral Contract)**

20 9. Plaintiff's assignor refers to and incorporates all of the above paragraphs as though
21 fully set forth herein.

22 10. On or about January 28, 2021, Defendant entered into an oral agreement with
23 Plaintiff's assignor to have a user manual translated into Polish in exchange for a fee of
24 \$6063.00.

25 11. Plaintiff's assignor performed all the acts, services, and conditions required by the
26 contract to be performed.

27 12. Defendant breached the agreement by failing and refusing to pay the total sum due
28 to Plaintiff of \$6063.00 as agreed.

13. As a result of the breach by Defendants, Plaintiff has been damaged in the sum of \$6063.00. Plaintiff has demanded payment from defendant, but defendant has failed and refused to pay and there is now due and owing from defendants and each of them, the total sum of \$6063.00.

SECOND CAUSE OF ACTION

(Account Stated)

14. Plaintiff refers to and incorporates all of the above Paragraphs as though fully set forth herein.

15. Starting in January 2021, Plaintiff's assignor provided services to Defendants to translate a manual into another language.

16. An account was stated in writing by and between Plaintiff's assignor and defendant for the total amount of \$6063.00 which became due and payable by February 28, 2021. A true and correct copy of a statement of the amounts due on the account is attached hereto and marked as **Exhibit A**.

17. Neither the whole nor any part of that sum has been paid although Plaintiff has demanded payment, and there is now due and unpaid from defendant to Plaintiff the sum of \$6063.00 plus interest from the date of breach of February 28, 2021.

WHEREFORE, Plaintiff prays judgment against defendant as follows:

1. For the sum of \$6063.00with interest thereon at ten percent (10%) per annum from the date of February 28, 2021.

2. For costs of suit incurred herein; and

3. For such other and further relief as the court may deem proper.

Dated: January 10, 2023

A. SINGER & ASSOCIATES INC.

By: Anne Singer, Esq.
Anne Singer, Esq.
Attorney for Plaintiff

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EXHIBIT A

Search

All Transactions

Reference no.

Contains

210104

Search

Add Filter

Search:
[Reference no.~210104](#)
Found 6 matches.

Date Filter

From 10/06/2020



DATE	TYPE	NO.	CONTACT	AMOUNT	LAST MODIFIED DATE
02/04/2021	Purchase Order	210104 Guntert	Pawel Gromek	\$240.00	03/01/2021, 09:47 AM
02/04/2021	Bill	210104 Guntert	Pawel Gromek	\$240.00	03/08/2021, 10:20 AM
02/01/2021	Bill	210104 Guntert	Yuri Stoyanov	\$300.00	03/02/2021, 10:45 AM
01/25/2021	Purchase Order	210104 Guntert	Yuri Stoyanov	\$300.00	03/01/2021, 09:45 AM
01/25/2021	Bill	210104 Guntert	Translation Back Office...	\$3,335.13	03/08/2021, 09:27 AM
01/25/2021	Purchase Order	210104 Guntert	Translation Back Office...	\$3,335.13	01/28/2021, 02:59 PM