

**NOV 20 2009**

ALAN CARLSON, Clerk of the Court

BY: N. DOREMAN, DEPUTY

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8 Attorneys for Plaintiffs  
9 AUTOMOTIVE FUNDING GROUP, INC.  
10 dba COUNTY FINANCIAL SERVICES, INC.,

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

13 **30-2009**

14 Case No.

**00322141**

15 **COMPLAINT FOR:**

16 AUTOMOTIVE FUNDING GROUP,  
17 INC. dba COUNTY FINANCIAL SERVICES,  
18 INC., a California Corporation; MITCH  
19 LEYTON, in his capacity as a principal of  
20 AUTOMOTIVE FUNDING GROUP, INC.;  
21 COREY LEYTON, in his capacity as a  
22 principal of AUTOMOTIVE FUNDING  
23 GROUP, INC.,

24 Plaintiff,

25 vs.

26 BOYS AND GIRLS CLUB OF BREA-  
27 PLACENTIA-YORBA LINDA, a California  
28 Non-profit Corporation; BOARD OF  
DIRECTORS FOR THE BOYS AND GIRLS  
CLUB OF BREA-PLACENTIA-YORBA  
LINDA, and DOES 1 through 100, inclusive,

Defendants.

**DEMAND FOR JURY TRIAL**

**JUDGE JAMES J. DI CESARE**  
**DEPT. C18**

29 Plaintiffs, Automotive Funding Group, Inc., dba County Financial Services, a California  
30 corporation, and Corey Leyton, as principal of Automotive Funding Group, Inc., dba County  
31 Financial Services, and Mitch Leyton, as principal of Automotive Funding Group, Inc., dba County  
32 Financial Services complain and allege as follows:

**JURISDICTION AND VENUE**



1 and occurrences referred to herein or otherwise interested in the outcome of this dispute, and who  
2 did not act with ordinary prudence or in a reasonable manner. When the true names, involvement  
3 and capacities of these parties are ascertained, Donor will seek leave to amend this complaint  
4 accordingly.

5 10. Donor is informed and believes and thereon alleges that at all times relevant  
6 to this action, each defendant, including those fictitiously named, was the agent, servant, employee,  
7 partner, joint venturer, or surety of the other defendants and was acting within the course and scope  
8 of that agency, employment, partnership, venture or surety ship with knowledge and consent of  
9 ratification of each of the other. As such, an allegation against Defendant is automatically deemed  
10 to be made against Does 1 through 100.

### 11 FACTUAL ALLEGATIONS

12 11. For many years, the Boys & Girls Club of Brea was a financially sound, well  
13 run community service organization. On or about September 01, 2007, the Boys & Girls Club of Brea  
14 left the local charter of the Boys & Girls Club of La Habra and merged with the Boys & Girls Club of  
15 Placentia-Yorba Linda. The Club was renamed the Boys & Girls Club of Brea-Placentia-Yorba Linda.  
16 Since the merger, it has been discovered that the Placentia-Yorba Linda charter was inefficiently  
17 managed, and plagued by high and unnecessary overhead and it came to dominate the post-merger  
18 board; as a result, when the clubs merged, the Brea portion found itself left with excessive operational  
19 costs and expenses, ineffective management and lax oversight that led to the problems discussed in  
20 this complaint. Donor is informed and believes, and thereon alleges, that Placentia-Yorba Linda failed  
21 to disclose its financial problems to Brea prior to the merger, and orchestrated the merger with the  
22 financially viable Brea Club in order to attempt to save the floundering Placentia-Yorba Linda Club.

23 12. Defendant solicited donations and pledges from many members of the Brea  
24 Community with strong ties to the Brea Boy-Girls Club for the construction of a state-of-the-art  
25 23,000 square foot youth center in the City of Brea. The building was to be constructed on city land  
26 located above Arovista Park at 502 South Sievers Avenue.

27 13. The building was intended to provide the children of the Boys and Girls Club  
28 with a positive environment with specialized programs such as tutoring, athletics, industrial arts, music

1 and additional programs specifically tailored for the teen population, and provide safe alternatives from  
2 the many negative influences that children face each day.

3 14. Believing in the purpose and need for the building, Donor pledged \$1 million  
4 to Defendants, with the expressed intention that the entire donation would be used solely and  
5 exclusively for the construction of the building. To date, Donor has given Defendant more than  
6 \$700,000 of that total pledge.

7 15. As a result of Donor's \$1 million pledge, Defendants agreed to name the  
8 building the "Leyton Family Clubhouse."

9 16. Donor and the entire Leyton Family have a long history of philanthropy in the  
10 Local community. In fact, in August 2008, in an article published by the Orange County Register,  
11 Defendants' then-executive director, Nathan Chappell, said that Donor's donation "only builds on the  
12 longstanding impact that the late former mayor Gene Leyton and his family have has over the years."  
13 Chappell also said that the Leytons are "very generous people and have supported us for a long time."

14 17. Defendants represented that Donor's \$1 million donation represented more  
15 than 30% of the total \$3.2 million total cost of construction, and as of August 2008, Defendants  
16 represented that it only required an additional \$500,000 in order to fully cover the cost of construction  
17 of the Leyton Family Clubhouse.

18 18. As of the date of this complaint, Defendant's website states that the Leyton  
19 Family Clubhouse is slated to open November 01, 2008. However, this representation is false.

20 19. To the contrary, Donor is informed and believes, and thereon alleges, that  
21 construction on the building has stopped, as the project is partially fenced off, the ground floor is  
22 unfinished and the second floor has been changed from the original plans which individual donors  
23 pledged for a specific room in their name. Members of the Board of Directors, without notice to the  
24 donors who pledged for a specific room, changed the plans and eliminated many of the rooms that  
25 were pledged for the benefit of the children, and instead made the pledged rooms offices. Donor is  
26 informed and believes, and thereon alleges, that due to the gross negligence and mismanagement of  
27 Defendants' current and former officers and directors, Defendants lack the funds to complete  
28 construction of the building. The project and its management are out of control and in danger of

1 failure. Donor believes and thereon alleges that Defendants no longer have the financial resources  
2 necessary to complete the Leyton Family Clubhouse.

3 20. Moreover, according to Burr Anderson, a member of Defendants' board  
4 of directors, the \$750,000 line of credit, that was secured by another donor, has been completely  
5 depleted. It is entirely unclear as to how these funds were spent, and it is equally unclear how  
6 Defendants intend to repay this debt. Donor believes and thereon alleges that Defendants are in breach  
7 of the agreement to re-pay the line of credit, and the financial institution holding the line of credit has  
8 commenced legal action against Defendants.

9 21. Furthermore, Donor is informed and believes that Defendant has  
10 misappropriated funds that were to be used solely for the construction of the Leyton Family Clubhouse,  
11 including some unknown portion of the \$700,000 that Donor had provided.

12 22. Donor is informed and believes, and thereon alleges, that Defendants  
13 removed funds from the "restricted" building fund, including some or all of Donor's \$700,000  
14 contribution, to pay general expenses, and at least \$170,000 of those "borrowed" funds have not been  
15 repaid. For example, Burr Anderson admitted to Plaintiff, Mitch Leyton, that Defendants, with board  
16 approval, took \$120,000 out of the building fund and used it for other purposes. Burr Anderson also  
17 admitted that Defendants "borrowed" additional money from the building fund, without board  
18 approval, to pay for general operational expenses, of which at least \$50,000 has never been repaid to  
19 the building fund. Burr Anderson also admitted that Defendants were insolvent and unable to repay  
20 the misappropriated amounts to the building fund. Defendants' general contractor is also demanding  
21 payment and Defendant lacks the ability to pay. Defendants are presently in litigation with Donlon  
22 Builders for payment for services rendered on the Leyton Family Clubhouse. Donor believes and  
23 thereon alleges that Donlon Builders is owed in excess of \$200,000.00. This money was available for  
24 payment from donations and pledges in the restricted account, however, Defendants utilized the  
25 restricted funds to pay for operating expenses in lieu of paying for the construction of the building.

26 23. Donor is informed and believes, and thereon alleges, that, until his  
27 resignation, executive director, Nathan Chappell and his assistant, Amanda Rosanna, in addition to  
28 other unknown individuals, had access and control over Defendants' finances, including the building

1 fund, and that Chappell and Rosanna denied other employees, as well as, Defendants' Director of  
2 Development and donors, access to bank statements and other information concerning Defendants'  
3 finances. Chappell has since resigned from his position. The Director of Development was terminated  
4 approximately fifteen (15) months after the merger. The Director of Development was instrumental  
5 in obtaining donations and overseeing the construction of the building.

6 24. As further evidence of Defendants' mishandling of the donation, both Mitch  
7 Leyton and Corey Leyton purchased various trips and other items at an auction held by Defendants,  
8 but Defendants have failed and have refused to deliver the auction items acquired and paid for by the  
9 Leytons.

10 25. In an effort to see the necessary clubhouse completed, Donor has attempted  
11 to work with Defendants to determine whether its donations were being used for the expressed purpose  
12 for which they were given.

13 26. For example, on January 30, 2009, Mitch Leyton, on behalf of Donor, sent  
14 Burr Anderson a list of written questions pertaining to the Leyton Family Clubhouse and the \$700,000  
15 that Donor had given to Defendant.

16 27. Mr. Anderson refused to provide any written answers to Donor's request for  
17 information, and instead was evasive and provided incomplete and outdated financial information  
18 concerning the Defendants. The little information that was provided only raised more concerns and  
19 directly proves the misappropriation. Donor is informed and believes, and thereon alleges, that the  
20 financial information provided shows hundreds of thousands of dollars that appear to be missing from  
21 the restricted account. To date, Donor has not been provided with any documentation, bank  
22 statements, or invoices from the general operating account(s), but has received some limited  
23 documentation from the restricted building account(s)

24 28. Donor is informed and believes, and thereon alleges, that certain of  
25 Defendants' directors and executive officers were personally involved in the wrongful acts alleged  
26 herein, without reasonable inquiry or the actions of an ordinarily prudent person in a similar situation  
27 and, upon further discovery, Donor intends to name such officers and directors as defendants in this  
28 action.

1 **FIRST CAUSE OF ACTION**

2 **(Breach of Contract against all DEFENDANTS and DOES 1 TO 100)**

3 29. Donor realleges incorporates by reference paragraphs 1 through 28, inclusive,  
4 as though fully set forth herein.

5 30. Donor and Defendants entered into an oral contract whereby Donor would give  
6 Defendants \$1 million, and Defendants would place the funds in a restricted bank account and use that  
7 money only for the construction of Leyton Family Clubhouse. Donor believes and thereon alleges that  
8 Donor executed a pledge document which was retained and is in the possession of the Defendants.  
9 Donor relies upon the fact that other Donor's executed a pledge form, and Donor believes Donor  
10 executed the same.

11 31. Donor fully performed all of its obligations under the parties' agreement,  
12 except for those obligations which have been excused as a result of Defendants' prior breach.  
13 Specifically, Donor has given Defendants more than \$700,000, towards the construction of the Leyton  
14 Family Clubhouse.

15 32. Charitable contributions must be used only for the purpose for which they  
16 have been received. Donor is informed and believes, and thereon alleges, that Defendants breached  
17 the agreement by failing and refusing to use Donor's donation for the construction of the Leyton  
18 Family Clubhouse. The Donor's charitable contributions were to be held in a restricted bank account,  
19 and utilized only for payments for services related solely to the construction of the Clubhouse. Instead,  
20 Defendants utilized the funds to pay for operational expenses, including excessive salaries of  
21 individuals who are no longer employees of Defendant(s). In essence, once all of the restricted funds  
22 were depleted and salaries were paid, the employees who utilized the restricted funds left the Club.

23 33. As a direct and proximate result of Defendant's breach, Donor has been  
24 financially damaged by not receiving the benefit of the bargain, and the children of the city of Brea  
25 have been deprived of a much-needed clubhouse.

26 34. As a result, Donor seeks, among other things, an order of specific  
27 performance requiring Defendants to use Donor's donation solely and exclusively for the construction  
28 of the Leyton Family Clubhouse. Alternatively, Donor seeks a judgment against Defendant requiring

1 the return of all money that Donor provided to Defendant for the construction of the Leyton Family  
2 Clubhouse, as Defendants, and each of them, breached their contractual obligation to maintain the  
3 funds in a restricted bank account, and utilize the funds solely for the construction and benefit of the  
4 Leyton Family Clubhouse.

5 35. Donor further seeks a full and complete accounting of its donated funds and  
6 of Defendant's complete financial records.

7 **SECOND CAUSE OF ACTION**

8 **(Breach of Fiduciary Duty against all DEFENDANT(S) and DOES 1 TO 100)**

9 36. Donor realleges and incorporates by reference paragraphs 1 through  
10 35, inclusive, as though fully set forth herein.

11 37. Defendants, and each of them, owed a fiduciary obligation to Donor and  
12 the Club to apply the donations/pledges from Donor and held in a restricted bank account to the  
13 construction of the Leyton Family Clubhouse. Defendants' misappropriation of the restricted funds  
14 held for the sole benefit of the construction of the Clubhouse is a breach of their fiduciary duties.

15 38. By the misappropriation of the restricted donated funds, Defendants  
16 breached their fiduciary duty owed to Donor, as Defendants exercised control over the restricted bank  
17 account(s). As a direct and proximate result of Defendants' breach of fiduciary duties, the children  
18 of the Club have been deprived of the benefits of having a clubhouse. Furthermore, Donor has been  
19 deprived of the use of its money which was donated/pledged for a particular purpose, to wit: the  
20 Leyton Family Clubhouse. As such, Donor has been financially damaged, as it did not receive the  
21 benefit of the bargain.

22 **THIRD CAUSE OF ACTION**

23 **(Accounting against all DEFENDANT(S) and DOES 1 TO 100)**

24 39. Donor realleges and incorporates by reference paragraphs 1 through  
25 38, inclusive, as though fully set forth herein.

26 40. Defendants, and each of them, have a fiduciary duty to account for  
27 the funds of the Club, a 501(c)(3), non-profit corporation. Donor hereby demands that Defendants  
28 provide a detailed and accurate accounting of all accounts held in the name of the Club. Said

1 accounting is for all accounts, whether restricted accounts, operating accounts, savings accounts,  
2 Certificate of Deposits, Money Market accounts, Trust accounts, or any other accounts to which  
3 Defendants exercised dominion and control over for the benefit of the Club.

4 **FOURTH CAUSE OF ACTION**

5 **(Money Had and Received against all DEFENDANT(S) and DOES 1 TO 100)**

6 41. Donor realleges and incorporates by reference Paragraphs 1 through  
7 40, inclusive, as though fully set forth herein.

8 42. Defendants have seized, utilized and distributed restricted funds which were  
9 donated/pledged for the sole benefit of the construction of the Leyton Family Clubhouse. Donor  
10 believes, and thereon alleges, that the Defendants, and each of them, seized restricted funds, and  
11 utilized said funds for unauthorized expenses, by transferring restricted funds into the general  
12 operating account, and/or paying expenses of the Club unrelated to the construction of the Leyton  
13 Family Clubhouse from the restricted bank accounts.

14 43. Defendants have failed to return the misappropriated funds to the restricted  
15 bank accounts, which has caused the construction of the Leyton Family Clubhouse to cease.

16 44. As a direct and proximate result of Defendants' failure to return these  
17 monies, Donor has incurred damages including, but not limited to, monies had and received by  
18 Defendants, attorney's fees, and other damages based upon Defendants' actions, the exact sum to be  
19 determined at trial.

20 **FIFTH CAUSE OF ACTION**

21 **(Negligence against all DEFENDANT(S) and DOES 1 TO 100)**

22 45. Donor realleges and incorporates by reference Paragraphs 1 through  
23 44, inclusive, as though fully set forth herein.

24 46. Defendants, and each of them owed a duty to Donor to apply the funds  
25 donated/pledged to the Club, solely for the construction of the Leyton Family Clubhouse.  
26 Defendant(s) breached this duty by utilizing the restricted funds for the general operating expenses of  
27 the Club. As a direct and proximate result of the Defendants' misappropriation of the restricted funds,  
28 the Leyton Family Clubhouse has ceased construction. Furthermore, the restricted funds account has

1 been entirely depleted at the direction of the Defendants and each of them.

2 47. Donor has been damaged by the negligent actions of the Defendants, in that, the Club  
3 does not have the funds necessary to complete the Leyton Family Clubhouse. Donor believes and  
4 thereon alleges that Certificate of Occupancy would have been received by the Leyton Family  
5 Clubhouse, but for Defendants' misappropriation of the restricted funds.

6 48. Donor has been damaged in an amount to be determined at trial.

7 **SIXTH CAUSE OF ACTION**

8 **(Negligent Entrustment against all DEFENDANTS and DOES 1 TO 100)**

9 49. Donor realleges and incorporates by reference Paragraphs 1 through  
10 48, inclusive, as though fully set forth herein.

11 50. Defendant(s) and each of them, failed to adequately and properly supervise  
12 the individuals who exercised dominion and control over the Club's bank accounts. Defendants had  
13 a duty to ensure that the individuals controlling the bank accounts did so in a diligent and reasonable  
14 manner for the benefit of the Leyton Family Clubhouse. Defendants' breached this duty of  
15 entrustment, when they authorized distributions from the restricted bank accounts, with full knowledge  
16 that the funds in the restricted bank accounts were to be used only for the costs of construction of the  
17 Leyton Family Clubhouse.

18 51. As a direct and proximate result of Defendants' actions, the construction on the  
19 Leyton Family Clubhouse has ceased construction, and the restricted funds have been depleted to zero.

20 52. Donor has incurred substantial damages in an amount not limited to the amount of  
21 its donation/pledge, with an exact amount to be determined at trial.

22 **SEVENTH CAUSE OF ACTION**

23 **(Conversion against all DEFENDANTS and DOES 1 TO 100)**

24 53. Donor realleges and incorporates by reference Paragraphs 1 through  
25 52, inclusive, as though fully set forth herein.

26 54. At all times herein mentioned, Defendants were entrusted with and charged  
27 with the responsibility of managing, caring for, and accounting for the Club's property.

28 55. Within the last nine (9) months, Donor has learned that the restricted and operating

1 accounts of the Club have not been properly accounted for or maintained. Donor is informed and  
2 believes and thereon alleges that Defendants took, converted, and used restricted construction funds  
3 for unauthorized purposes, including the payment of operating expenses. Donor was never informed  
4 or made aware of Defendants' misappropriation of the restricted funds until the contractor brought  
5 legal action against the Club for failing to pay the construction expenses.

6 56. Donor was harmed by Defendants' actions in that the monies have not  
7 been accounted for, and the monies in the restricted accounts which were the result of Donor's  
8 pledges/donations were not utilized for their intended purpose.

9 57. The conduct of the Defendants was the substantial factor in Donor's loss of monies  
10 and the loss of the Leyton Family Clubhouse not being completed. Furthermore, the actions of the  
11 Defendant(s) have caused the restricted construction fund account to be depleted to zero.

12 **EIGHTH CAUSE OF ACTION**

13 **(Fraudulent Non-Disclosure against all DEFENDANTS and DOES 1 TO 100)**

14 58. Donor realleges and incorporates by reference Paragraphs 1 through  
15 57, inclusive, as though fully set forth herein.

16 59. Defendants, and each of them, owed a fiduciary obligation to account for the  
17 funds on deposit by Donor. The actions of Defendants led Donor to believe that the donated funds  
18 were being utilized for the sole purpose of the construction of the Leyton Family Clubhouse. Donor  
19 subsequently learned that Defendants accessed and utilized the restricted bank accounts for general  
20 operating expenses. This fact was never disclosed to Donor, but instead, was hidden from Donor.

21 60. Defendants have never provided Donor with any type of detailed accounting of how  
22 the restricted funds were utilized through the general operating accounts. Donor has requested this  
23 information from members of the board, but as of this date, those accounts have not been provided.  
24 Donor believes that through discovery, it will show that Defendants intentionally withheld this  
25 information from it in an attempt to cover up their use of the restricted funds. This non-disclosure of  
26 the Club's financial records amounts to a misrepresentation of material facts, including but not limited  
27 the bank accounts of the 501(c)(3) corporation.

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Donor prays that judgment be entered in favor of Donor and against  
3 Defendant as follows:

4 A. As and for each cause of action, Plaintiff(s)/Donor alleges herein, that actual damages prayed for  
5 are in excess of at least \$500,000.00.

6 B. As and for punitive/exemplary damages prayed for herein, damages for Defendant(s) punitive  
7 conduct may be in excess of \$1,000,000.00.

8 **As to the First Cause of Action for Breach of Contract:**

9 1. For an order of specific performance requiring Defendant to return the restricted  
10 funds to the restricted bank account(s) and use Donor's donation solely and exclusively for the  
11 construction of the Leyton Family Clubhouse; or in the alternative, a judgment requiring Defendant  
12 to return all of the money that Donor provided to Defendant for the construction of the Leyton Family  
13 Clubhouse;

14 2. A full and complete accounting of its donated funds and of Defendant's  
15 complete financial records;

16 3. For interest on any damages or restitution awarded at the maximum rate  
17 permitted by law;

18 4. For costs of suit herein

19 5. For such other further relief as the Court deems just and proper.

20 **As to the Second Cause of Action for Breach of Fiduciary Duty:**

21 1. For an order of specific performance requiring Defendant to return the restricted  
22 funds to the restricted bank account(s) and use Donor's donation solely and exclusively for the  
23 construction of the Leyton Family Clubhouse; or in the alternative, a judgment requiring Defendant  
24 to return all of the money that Donor provided to Defendant for the construction of the Leyton  
25 Family Clubhouse;

26 2. A full and complete accounting of its donated funds and of Defendant's  
27 complete financial records;

28 3. For interest on any damages or restitution awarded at the maximum rate

1 permitted by law;

2 4. For punitive and/or exemplary damages;

3 5. For costs of suit herein

4 6. For such other further relief as the Court deems just and proper.

5  
6 **As to the Third Cause of Action for an Accounting:**

7 1. A full and complete accounting of its donated funds and of Defendant's  
8 complete financial records;

9 2. For interest on any damages or restitution awarded at the maximum rate  
10 permitted by law;

11 3. For costs of suit herein

12 4. For such other further relief as the Court deems just and proper.

13 **As to the Fourth Cause of Action for Money Had and Received:**

14 1. For an order of specific performance requiring Defendant to return the restricted  
15 funds to the restricted bank account(s) and use Donor's donation solely and exclusively for the  
16 construction of the Leyton Family Clubhouse; or in the alternative, a judgment requiring Defendant  
17 to return all of the money that Donor provided to Defendant for the construction of the Leyton  
18 Family Clubhouse;

19 2. A full and complete accounting of its donated funds and of Defendant's  
20 complete financial records;

21 3. For interest on any damages or restitution awarded at the maximum rate  
22 permitted by law;

23 4. For costs of suit herein

24 5. For such other further relief as the Court deems just and proper.

25 **As to the Fifth Cause of Action for Negligence:**

26 1. For an order of specific performance requiring Defendant to return the restricted  
27 funds to the restricted bank account(s) and use Donor's donation solely and exclusively for the  
28 construction of the Leyton Family Clubhouse; or in the alternative, a judgment requiring Defendant

1 to return all of the money that Donor provided to Defendant for the construction of the Leyton  
2 Family Clubhouse;

3 2. A full and complete accounting of its donated funds and of Defendant's  
4 complete financial records;

5 3. For interest on any damages or restitution awarded at the maximum rate  
6 permitted by law;

7 4. For costs of suit herein

8 5. For such other further relief as the Court deems just and proper.

9 **As to the Sixth Cause of Action for Negligent Entrustment:**

10 1. For an order of specific performance requiring Defendant to return the restricted  
11 funds to the restricted bank account(s) and use Donor's donation solely and exclusively for the  
12 construction of the Leyton Family Clubhouse; or in the alternative, a judgment requiring Defendant  
13 to return all of the money that Donor provided to Defendant for the construction of the Leyton  
14 Family Clubhouse;

15 2. A full and complete accounting of its donated funds and of Defendant's  
16 complete financial records;

17 3. For interest on any damages or restitution awarded at the maximum rate  
18 permitted by law;

19 4. For costs of suit herein

20 5. For such other further relief as the Court deems just and proper.

21 **As to the Seventh Cause of Action for Conversion:**

22 1. For an order of specific performance requiring Defendant to return the restricted  
23 funds to the restricted bank account(s) and use Donor's donation solely and exclusively for the  
24 construction of the Leyton Family Clubhouse; or in the alternative, a judgment requiring Defendant  
25 to return all of the money that Donor provided to Defendant for the construction of the Leyton  
26 Family Clubhouse;

27 2. A full and complete accounting of its donated funds and of Defendant's  
28 complete financial records;

- 1           3.       For interest on any damages or restitution awarded at the maximum rate  
2 permitted by law;  
3           4.       For punitive and/or exemplary damages;  
4           5.       For costs of suit herein  
5           6.       For such other further relief as the Court deems just and proper.

6 **As to the Eighth Cause of Action for Fraudulent Non-Disclosure:**

7           1. For an order of specific performance requiring Defendant to return the restricted  
8 funds to the restricted bank account(s) and use Donor's donation solely and exclusively for the  
9 construction of the Leyton Family Clubhouse; or in the alternative, a judgment requiring Defendant  
10 to return all of the money that Donor provided to Defendant for the construction of the Leyton  
11 Family Clubhouse;

12           2.       A full and complete accounting of its donated funds and of Defendant's  
13 complete financial records;

14           3.       For interest on any damages or restitution awarded at the maximum rate  
15 permitted by law;

16           4.       For punitive and/or exemplary damages;

17           5.       For costs of suit herein

18           6.       For such other further relief as the Court deems just and proper.

19 DATED: November 18, 2009

LUDWIG LAW CENTER

20  
21 By:



ERIC S. LUDWIG

Attorneys for Plaintiffs

AUTOMOTIVE FUNDING GROUP, INC.

dba COUNTY FINANCIAL SERVICES, INC.,

Mitch Leyton, as principal and Corey Leyton, as

principal

22  
23  
24  
25 Plaintiff(s)/Donors hereby demand a trial by jury.



ERIC S. LUDWIG

Attorney for Plaintiffs