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10 Plaintiff Charlie Abujudeh

11 **SUPERIOR COURT CALIFORNIA**
12 **COUNTY OF ORANGE - CENTRAL JUSTICE CENTER**

Judge Nathan Scott

13 CHARLIE ABUJUDEH, an individual,

14 Plaintiff,

15 v.

16 MEC INCORPORATED f/k/a
17 MYECHECK, a Wyoming corporation;
18 GREENPAY, LLC, a Wyoming limited
19 liability company, EDWARD R. STARRS,
20 an individual, ROBERT S. BLANDFORD,
21 an individual, and DOES 1 – 25,

22 Defendants.

CASE NO.: 30-2017-00922498-CU-CO-CJC

COMPLAINT FOR:

- 1- **BREACH OF WRITTEN CONTRACT;**
- 2- **CONVERSION;**
- 3- **UNFAIR COMPETITION-VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200;**
- 4- **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.**

Jury Trial Demanded

23 Plaintiff Charlie Abujudeh ("Plaintiff" or "Abujudeh"), an individual, alleges as
24 follows:

PARTIES

25 1. Plaintiff Charlie Abujudeh is an individual residing in Orange County, California
26 and loaned money to defendant MEC Incorporated f/k/a MyEcheck, Inc. ("MYEC") and/or its
27 wholly owned subsidiary, Greenpay, LLC ("Greenpay"). Plaintiff has also been assigned
28 claims of the following individuals and brings this action on their behalf ("Plaintiff's Assignors"):

1 a. Johann Gump is an individual residing in Orange County, California.
2 Mr. Gump loaned money to MYEC.

3 b. Doris Vo is an individual residing in Orange County, California. Ms.
4 Vo loaned money to MYEC.

5 c. Abraham Abu is an individual residing in Orange County, California.
6 Mr. Abu loaned money to MYEC.

7 2. Defendant MYEC is a Wyoming corporation located at 1712 Pioneer Ave, Suite
8 500, Cheyenne, Wyoming 82001. MYEC's is registered as a California foreign corporation
9 with its principal place of business located at 2600 E Bidwell St, Suite 190, Folsom, California
10 95630 or 1101 Investment Blvd, Suite 125, El Dorado Hills, California 95762. MYEC
11 specializes in electronic check technology and offers a variety of electronic check services for
12 personal, business, and government payment applications. MYEC is a publicly traded
13 corporation that trades on OTC Markets under the ticker symbol "MYEC."

14 3. Defendant Greenpay, LLC is a Wyoming limited liability company located at 412
15 N. Main St., Suite 100, Buffalo, Wyoming 82834. Greenpay is registered as a California
16 foreign corporation located at 1101 Investment Blvd, Suite 125, El Dorado Hills, California
17 95762. Greenpay is a wholly owned subsidiary of MYEC.

18 4. Plaintiff is informed that Greenpay was previously located at 2600 E. Bidwell St.,
19 Suite 190, Folsom, California 95630.

20 5. Plaintiff is informed and believes that Greenpay is, or was, also a Hawaii foreign
21 limited liability company with a mailing address at 1101 Investment Blvd., Suite 125, El
22 Dorado Hills, California 95762.

23 6. Defendant Edward R. Starrs ("Starrs") is an individual residing in California, in or
24 around El Dorado Hills County, and is the founder, Chairman, and Chief Executive Officer of
25 MYEC. He is also GreenPay's agent for service of process.

26 7. Defendant Robert S. Blandford ("Blandford") is an individual residing in
27 Sebastopol, California, and is the Vice President, head of product development, and Chief
28 Technology Officer for MYEC.

1 13. To meet its reporting obligations, MYEC hired vendors that provided services
2 including valuation services, legal advice, financial advice, regulatory compliance, and investor
3 relations. By mid-2015, MYEC was in debt to a variety of vendors that provided these
4 services.

5 14. Beginning around March 2015, Starrs approached Plaintiff about paying these
6 vendors off and also investing in MYEC. Starrs represented that MYEC had the ability to
7 repay any money invested and that it would repay any money that Plaintiff, or Plaintiff's
8 Assignors, invested.

9 15. Starrs reiterated to Plaintiff that MYEC was in the process of licensing its
10 software to African banks, that it had been working on the licensing agreement since early
11 2015, that it would be imminently finalized, and once finalized, MYEC would pay off any
12 loans.

13 16. Starrs represented that MYEC would repay any money invested by Plaintiff or
14 Plaintiff's Assignors within approximately a year from the loan date.

15 Plaintiff's Convertible Notes, Other Investments, And MYEC's Default

16 17. In or about March 2015, based on Starr's representations about MYEC's
17 liquidity and its ability to pay its debts, Plaintiff, as well as Plaintiff's Assignors, loaned MYEC
18 money.

19 18. Between March 2015 and December 2015, Plaintiff and Plaintiff's Assignors
20 loaned money in a principal amount totaling \$505,019.

21 19. Beginning on April 6, 2015, plaintiff Charlie Abujudeh entered into eight (8)
22 convertible promissory notes with MYEC totaling \$216,750 in principal. All of the notes
23 contained the following terms: The notes shall accrue interest at 10% per annum and have a
24 default rate of 15% per annum. The notes may be converted into shares of MYEC common
25 stock. The notes state that the conversion rate occurs at a discounted price of 70% of the
26 closing price of MYEC's common stock on the date of the note.

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1 a. Abujudeh Note 1: On April 6, 2015, MYEC entered into a convertible
2 promissory note with Charlie Abujudeh in the principal amount of \$40,000. The note has a
3 maturity date of April 6, 2016. On April 6, 2016, Plaintiff sent a notice of conversion to
4 MYEC whereby he elected to convert \$40,000 of principal and \$4,000 of accrued interest into
5 17,600,000 shares of MYEC common stock at a conversion price of \$0.0025. MYEC's board
6 of directors authorized the conversion by unanimous written consent. MYEC never completed
7 the conversion request in that the shares were never issued despite board approval. MYEC has
8 failed to pay this note in either cash or shares. As of May 18, 2017, the total amount due on
9 this note is \$48,333.33 calculated as follows: principal of \$40,000 and total interest of
10 \$8,333.33 at 10% per annum.

11 b. Abujudeh Note 2: On April 8, 2015, MYEC entered into a convertible
12 promissory note with Charlie Abujudeh in the principal amount of \$13,000.00. The note has a
13 maturity date of April 8, 2016. On April 8, 2016, Plaintiff sent a notice of conversion to
14 MYEC whereby he elected to convert \$13,000 of principal and \$1,300 of accrued interest into
15 5,720,000 shares of MYEC common stock at a conversion price of \$0.0025. MYEC's board of
16 directors authorized the conversion by unanimous written consent. MYEC never completed the
17 conversion request in that the shares were never issued despite board approval. MYEC has
18 failed to pay this note in either cash or shares. As of May 18, 2017, the total amount due on
19 this note is \$15,708.33 calculated as follows: principal of \$40,000 and total interest of
20 \$2,708.33 at 10% per annum.

21 c. Abujudeh Note 3: On April 16, 2015, MYEC entered into a convertible
22 promissory note with Charlie Abujudeh in the principal amount of \$30,000.00. The note has a
23 maturity date of April 16, 2016. On April 16, 2016, Plaintiff sent a notice of conversion to
24 MYEC whereby he elected to convert \$30,000 of principal and \$3,000 of accrued interest into
25 13,200,000 shares of MYEC common stock at a conversion price of \$0.0025. MYEC's board
26 of directors authorized the conversion by unanimous written consent. MYEC has failed to pay
27 this note in either cash or shares. As of May 18, 2017, the total amount due on this note is
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1 \$36,250.00 calculated as follows: principal of \$40,000 and total interest of \$6,250.00 at 10%
2 per annum.

3 d. Abujudeh Note 4: On April 23, 2015, MYEC entered into a convertible
4 promissory note with Charlie Abujudeh in the principal amount of \$25,000.00. The note has a
5 maturity date of April 23, 2016. On April 23, 2016, Plaintiff sent a notice of conversion to
6 MYEC whereby he elected to convert \$25,000 of principal and \$2,500 of accrued interest into
7 11,000,000 shares of MYEC common stock at a conversion price of \$0.0025. MYEC's board
8 of directors authorized the conversion by unanimous written consent. MYEC never completed
9 the conversion request in that the shares were never issued despite board approval. MYEC has
10 failed to pay this note in either cash or shares. As of May 18, 2017, the total amount due on
11 this note is \$30,208.33 calculated as follows: principal of \$25,000 and total interest of
12 \$5,208.33 at 10% per annum.

13 e. Abujudeh Note 5: On May 6, 2015, MYEC entered into a convertible
14 promissory note with Charlie Abujudeh in the principal amount of \$20,000.00. The note has a
15 maturity date of May 6, 2016. On May 6, 2016, Plaintiff sent a notice of conversion to MYEC
16 whereby he elected to convert \$20,000 of principal and \$2,200 of accrued interest into
17 8,800,000 shares of MYEC common stock at a conversion price of \$0.0025. MYEC's board of
18 directors authorized the conversion by unanimous written consent. MYEC never completed the
19 conversion request in that the shares were never issued despite board approval. MYEC has
20 failed to pay this note in either cash or shares. As of May 18, 2017, the total amount due on
21 this note is \$24,000 calculated as follows: principal of \$20,000 and total interest of \$4,000 at
22 10% per annum.

23 f. Abujudeh Note 6: On May 12, 2015, MYEC entered into a convertible
24 promissory note with Charlie Abujudeh in the principal amount of \$46,000.00. The note has a
25 maturity date of May 12, 2016. On May 12, 2016, Plaintiff sent a notice of conversion to
26 MYEC whereby he elected to convert \$46,000 of principal and \$4,600 of accrued interest into
27 18,400,000 shares of MYEC common stock at a conversion price of \$0.0025. MYEC's board
28 of directors authorized the conversion by unanimous written consent. MYEC never completed

1 the conversion request in that the shares were never issued despite board approval. MYEC has
2 failed to pay this note in either cash or shares. As of May 18, 2017, the total amount due on
3 this note is \$48,000 calculated as follows: principal of \$40,000 and total interest of \$8,000 at
4 10% per annum.

5 g. Abujudeh Note 7: On July 31, 2015, MYEC entered into a convertible
6 promissory note with Charlie Abujudeh in the principal amount of \$10,000.00. MYEC has
7 failed to pay this note in either cash or shares. As of May 18, 2017, the total amount due on
8 this note is \$11,833.33 calculated as follows: principal of \$10,000 and total interest of
9 \$1,833.33 at 10% per annum.

10 h. Abujudeh Note 8: On October 21, 2015, MYEC entered into a
11 convertible promissory note with Charlie Abujudeh in the principal amount of \$30,750.00. The
12 note has a maturity date of October 21, 2016. MYEC has failed to pay this note in either cash
13 or shares. As of May 18, 2017, the total amount due on this note is \$35,618.75 calculated as
14 follows: principal of \$30,750 and total interest of \$4,868.75 at 10% per annum.

15 i. At a minimum, Defendants owe Plaintiff a total of \$249,952.08
16 (\$208,750 in principal and \$41,202.08 in interest) based on the face value of the note.
17 However, Plaintiff should have been issued 74,720,000 shares on 5 of his 7 notes. During this
18 timeframe, the high share price was \$0.01. At \$0.01 a sell price of \$0.01, Plaintiff would have
19 made \$747,200 and therefore his damages are \$747,200 on notes 1-5 and \$45,618.75 and notes
20 7 and 8. In sum, Defendants breach on Plaintiff's notes totals \$792,818.75.

21 20. In addition to Plaintiff's notes, Plaintiff's Assignors loaned money to MYEC as
22 outlined:

23 a. Doris Vo entered into two convertible promissory notes with MYEC as
24 follows:

25 i. Vo Note 1: On April 14, 2015, MYEC entered into a convertible
26 promissory note with Doris Vo in the principal amount of \$100,000.00. The note has a
27 maturity date of April 14, 2016. MYEC has failed to pay this note in either cash or shares. As
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1 of May 18, 2017, the total amount due on this note is \$121,666.67 calculated as follows:
2 principal of \$100,000 and total interest of \$21,666.67 at 10% per annum.

3 ii. Vo Note 2: On October 20, 2015, Doris Vo and MYEC entered
4 into a convertible promissory note with Doris Vo in the principal amount of \$12,752. The note
5 has a maturity date of October 20, 2016 and shall accrue interest at 10% per annum. MYEC
6 has failed to pay this note in either cash or shares. As of May 18, 2017, the total amount due on
7 this note is \$14,771.07 calculated as follows: principal of \$12,752 and total interest of
8 \$2,019.07 at 10% per annum.

9 iii. At a minimum, Defendants owe Doris Vo a total of \$136,437.73
10 (\$112,752 in principal and \$23,685.73 in interest) based on the face value of both notes.
11 However, Doris Vo should have been issued 47,000,000 shares on the October 20, 2015 note.
12 During this timeframe, the high share price was \$0.01. At \$0.01 a sell price of \$0.01, Doris
13 Vo would have made \$470,000 and therefore her damages are \$136,437.73 on note 1 and
14 \$470,000 on note 2. In sum, Defendants breach on Doris Vo's notes totals \$606,437.73.

15 b. Beginning in May 2015, Plaintiff's assignor Johann Gumpp entered into
16 four (4) separate convertible promissory notes with MYEC totaling \$138,000. All of the notes
17 had the following terms: The notes shall accrue interest at 10% per annum. The notes may be
18 converted into shares of MYEC common stock. The notes state that MYEC shall pay Mr.
19 Gumpp \$200 per day in cash for each day beyond the deadline MYEC fails to deliver
20 conversion shares and that such amounts shall be added to the principal, the default rate is 15%,
21 and the conversion rate occurs at a discounted rate of 50% of the closing price of MYEC's
22 common stock on the day(s) Mr. Gumpp transmits the notice of conversion to MYEC.

23 i. Gumpp Note 1: On May 28, 2015, MYEC entered into a \$30,000
24 convertible promissory note under the terms above that matured one year later on May 28,
25 2016. MYEC has failed to pay this note in either cash or shares. As of May 18, 2017, the total
26 amount due on this note is \$35,750 calculated as follows: principal of \$30,000 and total interest
27 of \$5,750 at 10% per annum.

1 ii. Gumpp Note 2: On June 8, 2015, MYEC entered into a \$40,000
2 convertible promissory note under the terms above that matured one year later on June 8, 2016.
3 MYEC has failed to pay this note in either cash or shares. As of May 18, 2017, the total
4 amount due on this note is \$47,666.67 calculated as follows: principal of \$40,000 and total
5 interest of \$7,666.67 at 10% per annum.

6 iii. Gumpp Note 3: On June 19, 2015, MYEC entered into a \$40,000
7 convertible promissory note under the terms above that matured one year later on June 19,
8 2016. MYEC has failed to pay this note in either cash or shares. As of May 18, 2017, the total
9 amount due on this note is \$47,666.67 calculated as follows: principal of \$40,000 and total
10 interest of \$7,666.67 at 10% per annum.

11 iv. Gumpp Note 4: On July 1, 2015, MYEC entered into a \$28,000
12 convertible promissory note under the terms above that matured one year later, on July 1, 2016.
13 MYEC has failed to pay this note in either cash or shares. As of May 18, 2017, the total
14 amount due on this note is \$33,133.33 calculated as follows: principal of \$28,000 and total
15 interest of \$5,133.33 at 10% per annum.

16 v. In sum, Defendants owe Gumpp. At a minimum, Defendants
17 owe Johann Gumpp a total of \$164,216.67 (principal of \$138,000 and \$26,216.67 in interest)
18 based on the face value of all four (4) notes. However, Johann Gumpp should have issued
19 conversion shares on all four (4) notes totaling 61,379,555. During this timeframe, the high
20 share price was \$0.01. At \$0.01 a sell price of \$0.01, Johann Gumpp would have made
21 \$613,795.55 and therefore his damages are \$613,795.55 on all four (4) notes.

22 vi. As part of its public reporting obligations, MYEC was required to
23 disclose the terms of the Gumpp notes. MYEC did disclose the four (4) Gumpp notes existed
24 but failed to accurately disclose the terms in violation of the law.

25 c. On October 30, 2015, Plaintiff's assignor Abraham Abu and MYEC
26 entered into a convertible promissory note in the principal amount of \$45,517.00. The note has
27 a maturity date of October 30, 2016 and shall accrue interest at 10% per annum. Mr. Abu's
28 convertible note may be converted into shares of MYEC common stock at a discounted

1 conversion rate of 65% of the closing price of MYEC's common stock on October 30, 2015.
2 MYEC has failed to pay this note in either cash or shares. As of May 18, 2017, the total
3 amount due on this note is \$52,723.86 calculated as follows: principal of \$45,517 and total
4 interest of \$7,206.86 at 10% per annum.

5 d. Plaintiff, Johann Gump, Doris Vo, and Abraham Abu's notes are
6 collectively referred to as "Plaintiff's Notes."

7 21. On all the notes, Plaintiff and Plaintiff's Assignors, Defendants owe a minimum
8 of \$603,330.34 (\$505,019 in principal and \$98,311.34 in interest). However, when considering
9 damages related to Defendants refusal to complete the conversion, the damages total
10 \$1,513,355.80.

11 22. Defendants' Starrs and Blandford were on MYEC's board of directors and
12 authorized each requested conversion and then subsequently withheld performance on the
13 conversions.

14 23. Defendants' Starrs and Blandford also failed to pay off Plaintiff's Notes and
15 instead unlawfully used corporate funds for non-corporate purposes. Defendants
16 Starrs and Blandford also promised that they would lever let Plaintiff or Plaintiff's Assignors
17 lose money and that Plaintiff's Notes would be repaid.

18 24. Plaintiff and Plaintiff's Assignors have since discovered that prior to entering
19 into Plaintiff's Notes, Starrs and Blandford made material misrepresentations about MYEC's
20 financial status and its business dealings. After Defendants' induced Plaintiff and Plaintiff's
21 Assignors into entering into Plaintiff's Notes, Defendants' engaged in a pattern of fraud and
22 deceit to hid assets from Plaintiff and Plaintiff's Assignors and failed to disclose significant
23 material information including, at a minimum, its inability and unwillingness to perform on
24 Plaintiff's Notes.

25 25. These misrepresentations and failures to disclose information as alleged in the
26 Complaint were material and disclosure would have caused Plaintiff and Plaintiff's Assignors to
27 decline to loan money to MYEC.

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1 MYEC's Alter Ego- GreenPay

2 26. GreenPay is a limited liability company in both Wyoming and Hawaii.
3 GreenPay's principal place of business is in El Dorado Hills, California, at the same location as
4 MYEC. Starrs represented to Plaintiff that prior to acquisition by MYEC, GreenPay licensed
5 MYEC's software. Starrs also represented that after acquisition, GreenPay became MYEC's
6 wholly-owned subsidiary.

7 27. Starrs represented to Plaintiff and in public filings with the Securities and
8 Exchange Commission that GreenPay is a distinct unrelated entity and that MYEC's acquisition
9 was an arms' length transaction.

10 28. Plaintiff has come to believe that GreenPay is MYEC's alter ego and that Starrs
11 and Blandford directed a friend to form GreenPay so that Starrs and Blandford could
12 manufacture business dealings between GreenPay and MYEC to make money for improper
13 personal use.

14 29. Plaintiff is informed and believes that MYEC formed GreenPay as part of a
15 scheme to induce lenders, like Plaintiff and Plaintiff's Assignors, to loan money by
16 misrepresenting GreenPay as independently viable entity that entered into arms length
17 transactions with GreenPay.

18 30. Plaintiff is informed and believes that MYEC, GreenPay, and Starrs
19 commingled funds and other assets, used funds for other than corporate uses, that MYEC and
20 GreenPay have the same directors and officers or key employees, the same office or business
21 location, use the same intellectual property, failed to adequately capitalize MYEC and
22 GreenPay, failed to maintain arms length relationships between GreenPay and MYEC, and
23 MYEC used its own assets to procure services or assets for GreenPay.

24 Defendants' Improper Business Dealings Have Left MYEC Insolvent And Unable To
25 Repay Plaintiff's Notes

26 31. Plaintiff is informed and believes that despite Starrs and Blandford's
27 representations to the contrary, MYEC is insolvent as it cannot pay Plaintiff's Notes and could
28 not pay them prior to formation and as they became due.

1 32. Plaintiff is informed and believes that beginning in 2010 and continuing on
2 through the date of this Complaint, MYEC and/or GreenPay entered into a series of
3 undisclosed predatory lending agreements with other individuals or entities that ultimately
4 resulted in its current insolvency.

5 33. Plaintiff is informed and believes that these loans occurred with, at a minimum,
6 the following companies: Tangiers, Asher, Deer Valley/Fair Hills Capital, Typenex/Chicago
7 Ventures, McAllen, and TCA Global Master Fund. Plaintiff believes there may be additional
8 as yet undiscovered lenders.

9 34. Plaintiff is informed and believes that MYEC intentionally ceased its reporting
10 obligations to avoid disclosing the true extent of its loans and encumbrances and in an effort to
11 hide information from creditors/investors and shareholders regarding its financial distress.

12 35. Defendants did not disclose this information to Plaintiff. Instead, Plaintiff has
13 recently learned of Defendants' unlawful actions through its own investigation.

14 36. Plaintiff is informed and believes that MYEC entered into Plaintiff's Notes with
15 no intention to repay the notes or issues the conversion shares.

16 37. Plaintiff is informed and believes that MYEC made misrepresentations or
17 concealed facts related to other creditors, assets, and its' ability to repay Plaintiff's Notes.

18 38. Plaintiff is informed and believes that MYEC and/or GreenPay own intellectual
19 property that can be used to satisfy the amounts due.

20 39. Plaintiff is informed and believes that MYEC and/or GreenPay own, or owned,
21 real property that can be used to satisfy the amounts due.

22 40. In or about March 2014, MYEC acquired real property at 1743 Terracina Drive,
23 El Dorado Hills, California. Plaintiff is informed and believes that MYEC continues to own
24 this property and that Starrs is attempting to sell it and pocket any gains; Defendants should be
25 restrained from selling this property pending resolution of this lawsuit.

26 41. On or about June 26, 2014, MYEC bought real property located at 600 Highway
27 50, #2, Zephyr Cove, Nevada for \$1,255,000, and titled the property in GreenPay's name.
28 Plaintiff is informed and believes that GreenPay, on behalf of MYEC, sold the property on or

1 about January 4, 2017 for \$1,410,000, realizing a gross gain of \$155,000. MYEC did not use
2 any of these funds to satisfy its obligations on Plaintiff's Notes. Plaintiff is informed and
3 believes Starrs and Blandford used money from the sale for personal uses.

4 42. In or about August 2014, MYEC bought real property located at 432 Quaking
5 Aspen Lane, #D, Stateline, Nevada, and titled the property in GreenPay's name. Plaintiff is
6 informed and believes that MYEC is the beneficial owner and that Starrs and/or Blandford is
7 attempting to sell this property and pocket any gains; Defendants should be restrained from
8 selling this property pending resolution of this lawsuit.

9 43. In or about October 2014, MYEC bought real property located at 10 Wailea
10 Ekolu Place #9, Kihei, Hawaii for \$1,000,000 and titled it in GreenPay's name. Plaintiff is
11 informed and believes that GreenPay, on behalf of MYEC sold the property on or about
12 January 25, 2017 for \$1,040,000, realizing a gross gain of \$40,000. MYEC did not use any of
13 these funds to satisfy its obligations on Plaintiff's Notes. Plaintiff is informed and believes
14 Starrs and Blandford used money from the sale for personal uses.

15 44. Plaintiff is informed and believes that MYEC paid in full for all four (4)
16 properties such that the two (2) properties MYEC owns are not encumbered and that MYEC
17 received the full purchase price plus gains on the two (2) properties MYEC sold.

18 45. Plaintiff is informed and believes that Starrs and Blandford have jeopardized
19 MYEC and GreenPay by taking corporate assets for personal use, by failing to fulfill MYEC's
20 reporting obligations, and by manufacturing transactions to generate income.

21 **FIRST CLAIM FOR RELIEF**

22 **Breach Of Contract**

23 **(Against MYEC)**

24 46. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 45 as
25 though set forth herein.

26 47. Plaintiff and Plaintiff's Assignors entered into Plaintiff's Notes whereby Plaintiff
27 and Plaintiff's Assignors agreed to loan money to MYEC and MYEC agreed to repay the
28 money under certain terms and conditions.

1 48. MYEC has failed to pay Plaintiff's Notes.

2 49. Plaintiff and Plaintiff's Assignors have fully performed under Plaintiff's Notes or
3 have been excused from performing because of MYEC's breaches.

4 50. As a result of MYEC's breaches, Plaintiff and Plaintiff's Assignors have been
5 damaged in an amount according to proof.

6 **SECOND CLAIM FOR RELIEF**

7 **Conversion**

8 **(Against Defendants)**

9 51. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 50 as
10 though set forth herein.

11 52. Plaintiff and Plaintiff's Assignors owned, possessed, or had a right to possess, at
12 a minimum, \$603,330.34 loaned to MYEC and used by Defendants to pay corporate expenses.

13 53. Defendants intentionally and substantially interfered with Plaintiff's Notes by
14 taking possession of the money and refusing to return the money after it was due and payable
15 and Plaintiff and Plaintiff's Assignors demanded its return.

16 54. Plaintiff and Plaintiff's Assignors did not consent and were harmed. Defendants
17 were a substantial factor in causing Plaintiff and Plaintiff's Assignors' harm.

18 **THIRD CLAIM FOR RELIEF**

19 **Unfair Competition – Violations Of Business & Professions Code Section 17200**

20 **(Against Defendants)**

21 55. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 54 as
22 though set forth herein.

23 56. Defendants have violated the Unfair Competition Law, Business and Professions
24 Code section 17200 et seq. by committing unlawful, unfair, or fraudulent business acts and
25 practices. These acts or practices include, but are not limited to, the following:

26 a. Intentionally ceasing its reporting obligations to avoid disclosing the true
27 extent of its loans and encumbrances and in an effort to hide information from
28 creditors/investors and shareholders regarding its financial distress;

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor against Defendants and grant relief as follows:

A. Compensatory damages in favor of Plaintiff for all damages sustained from Defendants' wrongdoing, in an amount of \$1,513,355.80, to be proven at trial, including interest thereon;

B. Alternatively, an award of restitution for unjust enrichment of no less than \$603,330.34 and up to \$1,513,355.80, to be proven at trial, with interest thereon.

C. Injunctive relief prohibiting MYEC and/or GreenPay from selling or disposing of any assets including real property or intellectual property and from issuing any shares or reserving any shares;

D. Costs of suit, including attorneys' fees;

E. Punitive damages; and


F. Such further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes and claims for which a jury trial is available.

DATED: May 25, 2017

AUSTIN LEGAL GROUP, APC

By: 
Gina M. Austin/Tamara M. Leatham
Attorneys for Plaintiff