



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

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ATTORNEY FOR (Name): Plaintiffs, James Webb & Christie Hollowell

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

STREET ADDRESS: 1225 Fallon Street

MAILING ADDRESS:

CITY AND ZIP CODE: Oakland 94612

BRANCH NAME: Oakland Main

PLAINTIFF: JAMES WEBB & CHRISTIE HOLLOWELL

DEFENDANT: STEPHAN L. WAKEFIELD, PANTERA SAN FRANCISCO PURE TRUST ORGANIZATION & PRIVATE PENSION PLAN

[X] DOES 1 TO XX

CONTRACT

[X] COMPLAINT

[] AMENDED COMPLAINT (Number):

[] CROSS-COMPLAINT

[] AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):

[] ACTION IS A LIMITED CIVIL CASE

Amount demanded [] does not exceed \$10,000

[] exceeds \$10,000 but does not exceed \$25,000

[X] ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)

[] ACTION IS RECLASSIFIED by this amended complaint or cross-complaint

[] from limited to unlimited

[] from unlimited to limited

CASE NUMBER:

PG 08368075

FILED
ALAMEDA COUNTY

JAN 28 2008

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

1. Plaintiff* (name or names):

JAMES WEBB & CHRISTIE HOLLOWELL

alleges causes of action against defendant* (name or names):

STEPHAN L. WAKEFIELD & PANTERA SAN FRANCISCO PURE TRUST ORGANIZATION & PRIVATE PENSION PLAN

2. This pleading, including attachments and exhibits, consists of the following number of pages: 9

3. a. Each plaintiff named above is a competent adult

[] except plaintiff (name):

(1) [] a corporation qualified to do business in California

(2) [] an unincorporated entity (describe):

(3) [] other (specify):

b. [] Plaintiff (name):

a. [] has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b. [] has complied with all licensing requirements as a licensed (specify):

c. [] Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person Pure Trust Organization & Private Pension Plan

[X] except defendant (name): Pantera San Francisco [] except defendant (name):

(1) [X] a business organization, form unknown

(2) [] a corporation

(3) [] an unincorporated entity (describe):

(4) [] a public entity (describe):

(5) [] other (specify):

(1) [] a business organization, form unknown

(2) [] a corporation

(3) [] an unincorporated entity (describe):

(4) [] a public entity (describe):

(5) [] other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): X were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): XX are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):
5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):
6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.
7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- Breach of Contract
- Common Counts
- Other (specify):
Breach of Duty to be Honest & Truthful, Fraud & Deceit, Negligent Infliction of Emotional Distress, Exemplary *Damages*
9. Other allegations:
10. Plaintiff prays for judgment for costs of suit, for such relief as is fair, just, and equitable; and for
- a. damages of: \$750,000.00
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): 12 percent per year from (date): November 21, 2006
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. other (specify):
Return on investment at a rate of 1.25% per day from November 21, 2006
11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: January 23, 2008

PATRICIA POOLE, Attorney at Law

(TYPE OR PRINT NAME)



(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

FIRST CAUSE OF ACTION

Breach of Contract

11. Plaintiffs re-allege and incorporate herein by reference, paragraphs 1 through 10 of this Complaint as though they were fully set forth at length herein.

12. At all times herein mentioned, Defendant Stephan Wakefield (hereinafter referred to as "Defendant Wakefield") was the trustee for Defendant Pantera San Francisco Pure Trust Organization & Private Pension (hereinafter referred to as "Defendant Pantera Trust") and acted upon their behalf.

14. At all times herein mentioned, Defendant Stephan Wakefield held himself out as an investment broker.

15. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as Does 1 through XX, inclusive and therefore sues these Defendants by such fictitious names. Plaintiffs will amend the complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiffs' losses are herein alleged were proximately caused by Defendant's acts.

16. Plaintiffs allege that at all times herein-mentioned, Defendants, and each of them, were the owners, operators, agents, representatives, principals, officers, stockholders, trustees, and /or employees of the other Defendants and/or the remaining Doe Defendants, and were at all times acting within the scope, capacity and purpose of said agency, office, and/or employment of each named Doe Defendant, and each Defendant has ratified, approved and/or knowingly participated in the acts and/or actions of their agents, owners, operators, stockholders, trustees and/or employees, as alleged herein which caused damages proximately thereby to Plaintiffs as herein alleged.

17. Beginning in April, 2006, Defendant Wakefield, in the City of Oakland, County of Alameda, began to try to convince Plaintiffs to participate in various investments, including an investment in Global Online Depository. Defendant Wakefield represented that if Plaintiffs invested in Global Online Depository, they would receive a special return rate on their investment at 1.25% per day. Defendant Wakefield further represented that there was no risk of loosing the investment because the investment was a "Secured Profit Inventory Program". Defendant Wakefield further represented that Plaintiffs must deposit their investment into his trust account in order to "Grandfather in" the special return rate. In September, 2006, Defendant Wakefield showed Plaintiffs documents allegedly supporting his representations of the 1.25% special return rate per day for his investment in Global Online Depository.

18. In reliance upon Defendant Wakefield's representations, on or about October, 2006, Plaintiffs orally agreed to participate in the Global Online Depository investment.

19. The essential terms of the agreement were that the investment was in a Secured Profit Inventory Program and was of no risk; Plaintiffs would invest \$750,000.00 cash in Global Online Depository and receive a special return rate of 1.25% per day on their investment. In order to get the special return rate of 1.25% per day, Plaintiffs would deposit said cash investment in a Wells Fargo Bank,

account number: 3189640398, under the name of Defendant Pantera Trust for which Defendant Wakefield was listed as trustee on the account. Defendant Wakefield, as trustee of the Pantera Trust, would then wire Plaintiffs' investment funds to Global Online Depository.

20. On or about October 13, 2006, Plaintiffs invested \$150,000.00 in the Global Online Depository investment by depositing said funds into Defendant Pantera Trust's bank account number 3189640398 at Wells Fargo Bank. Defendant Wakefield was listed as the trustee on the account.

21. On or about November 21, 2006, Plaintiffs increased their investment in Global Online Depository by depositing \$600,000.00 into Defendant Pantera Trust's bank account number 3189640398 at Wells Fargo Bank, California. Defendant Wakefield was listed as the trustee on the account.

22. Defendant Wakefield led Plaintiffs to believe he had the authority and ability to make the investments on Plaintiffs' behalf which would be binding and legal.

23. Plaintiffs have performed all conditions, covenants, and promises required by them on their part to be performed in accordance with the terms and conditions of the agreement.

24. Following the above investments, Defendants, and each of them, breached said agreement by failing to perform the term of said agreement in failing to wire Plaintiffs' funds to Global Depository Online and failing to pay Plaintiffs the agreed special return rate of 1.25% per day on their investment.

25. As a result of Defendant's, breach of contract, Plaintiffs suffered damages legally (proximately) caused by defendant's breach of the agreement according to proof.

26. As a further result of Defendant's breach of contract, Plaintiffs suffered damages legally (proximately) caused by Defendant's breach of the agreement in an amount equal to their investment of \$750,000.00, loss of use of their investment, loss of the special return rate of 1.25% per day on their investment according to proof

27. Plaintiffs are entitled to attorney fees by statute according to proof.

WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as set forth herein.

SECOND CAUSE OF ACTION
Breach of Duty to be Honest and Truthful

28. Plaintiffs re-allege and incorporate herein by reference, paragraphs 1 through 10 of this Complaint and paragraphs 11 through 27 of the First Cause of Action, as though they were fully set forth at length herein.

29. Prior to entering into the Agreement stated in paragraph 19 of the First Cause of Action, Defendant Wakefield agreed to act as an investment broker for Plaintiffs for the purpose of investing in Global Online Depository. Further, Defendant Wakefield, as trustee to Defendant Pantera Trust, agreed to transfer Plaintiffs' investment funds deposited into Defendant Pantera Trusts's bank account to Global Online Depository.

30. Plaintiffs performed all conditions, covenants, and promises required by them on their part to be performed in accordance with the terms and conditions of the Agreement.

31. Defendants and each of them, breached their duty to be honest and truthful in their dealings with Plaintiffs by misleading Plaintiffs, failing to transfer Plaintiff's investment funds in the amount of \$750,000.00 to Global Online Depository, and failure to pay Plaintiffs the special return rate of 1.25% per day on their investment.

32. As a result of Defendant's, breach of their duty to be honest and truthful in their dealings with Plaintiffs, Plaintiffs suffered damages legally (proximately) caused by Defendant's breach of the agreement according to proof.

33. As a further result of Defendant's breach of their duty to be honest and truthful in their dealings with Plaintiffs, Plaintiffs suffered damages legally (proximately) caused by Defendant's breach, an amount equal to their investment of \$750,000.00, loss of use of their investment, and loss of the special return rate of 1.25% per day on their investment according to proof

34. Plaintiffs are entitled to attorney fees by statute according to proof.

WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as set forth herein.

THIRD CAUSE OF ACTION
(Fraud & Deceit)

35. Plaintiffs re-allege and incorporate herein by reference, paragraphs 1 through 10 of this Complaint, paragraphs 12 through 27 of the First Cause of Action, and paragraphs 29 through 34 of the Second Cause of Action, as though they were fully set forth at length herein.

36. Prior to execution of the aforementioned Agreement Defendant Wakefield led Plaintiffs to believe their investment was safe and legal and that Defendants, and each of them, would transfer Plaintiffs' investment funds to Global Online Depository and Plaintiffs would receive a special return rate of 1.25% per day on their investment. At all times therein mentioned, Defendants, and each of them, knew their statements were false.

37. In reliance upon Defendants, and each of their, representations Plaintiffs entered into the aforementioned oral Agreement and deposited \$750,000.00 into Defendant Pantera Trust's bank account.

38. Plaintiffs have performed all conditions, covenants, and promises required by them on their part to be performed in accordance with the terms and conditions of the Agreement.

39. Defendants', and each of their, promise that Plaintiffs would receive a special return rate of 1.25% per day on their investment and to wire Plaintiff's investment funds of \$750,000.00 to Global Online Depository was made without any intention of performance and was made with the intent to defraud and induce Plaintiffs to rely upon it and to deposit \$750,000.00 into the bank account of Defendant Pantera Trust. Plaintiffs were unaware of Defendants', and each of their, intention not to perform the terms of the aforementioned Agreement.

40. In justifiable reliance to Defendants', and each of their promises, Plaintiffs deposited \$750,000.000 into the bank account of Defendant Pantera Trust.

41. The aforementioned conduct of Defendants, and each of them, was an intentional misrepresentation, deceit or concealment of a material fact known to the Defendants, and each of them, with the intention on the part of the Defendants, and each of them, of thereby depriving Plaintiffs of property or legal rights or otherwise causing injury, and was despicable conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiff's rights so as to justify an award of exemplary and punitive damages in the amount according to proof.

42. As a result of Plaintiff's reliance upon Defendants', and each of their conduct, Plaintiffs have been damaged in an amount according to proof.

WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as set forth herein:

FOURTH CAUSE OF ACTION
(Negligent Infliction of Emotional Distress)

43. Plaintiffs re-allege and incorporate herein by reference, paragraphs 1 through 10 of this Complaint, paragraphs 12 through 27 of the First Cause of Action, paragraphs 29 through 34 of the Second Cause of Action, and paragraphs 36 through 42 of the Third Cause of Action, as though they were fully set forth at length herein.

44. In doing the acts complained of herein, Defendants, and each of them, acted in negligent disregard of Plaintiffs' rights, caused Plaintiffs to suffer severe and extreme emotional and mental distress, and such acts would have caused severe and extreme mental and emotional distress to any reasonable person.

45. By reason of the acts of Defendants, and each of them, complained of herein, Plaintiffs suffered general damages in an amount within the general civil jurisdiction of this court.

46. The aforementioned conduct of Defendants, and each of them, was an intentional misrepresentation, deceit or concealment of a material fact known to the Defendants, and each of them, with the intention on the part of the Defendants, and each of them, of thereby depriving Plaintiffs of property or legal rights or otherwise causing injury, and was despicable conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiff's rights so as to justify an award of exemplary and punitive damages in the amount according to proof.

47. As a result of Plaintiff's reliance upon Defendants', and each of their conduct, Plaintiffs have been damaged in an amount according to proof.

WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as set forth herein:

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Exemplary Damages Attachment

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ATTACHMENT TO Complaint Cross - Complaint

EX-1. As additional damages against defendant (*name*):

Stephan L. Wakefield & Pantera San Francisco Pure Trust Organization & Private Pension Plan

Plaintiff alleges defendant was guilty of

malice

fraud

oppression

as defined in Civil Code section 3294, and plaintiff should recover, in addition to actual damages, damages to make an example of and to punish defendant.

EX-2. The facts supporting plaintiff's claim are as follows:

48. Plaintiffs re-allege and incorporate herein by reference, paragraphs 1 through 10 of this Complaint, paragraphs 12 through 27 of the First Cause of Action, paragraphs 29 through 34 of the Second Cause of Action, paragraphs 36 through 42 of the Third Cause of Action, and paragraphs 44 through 47 of the Fourth Cause of Action, as though they were fully set forth at length herein.

49. Defendants', and each of their, promise that Plaintiffs would receive a special return rate of 1.25% per day on their investment and to wire Plaintiff's investment funds of \$750,000.00 to Global Online Depository was made without any intention of performance and was made with the intent to defraud and induce Plaintiffs to rely upon it and to deposit \$750,000.00 into the bank account of Defendant Pantera Trust. Plaintiffs were unaware of Defendants', and each of their, intention not to perform the terms of the aforementioned Agreement.

50. In justifiable reliance to Defendants', and each of their promises, Plaintiffs deposited \$750,000.000 into the bank account of Defendant Pantera Trust.

51. The aforementioned conduct of Defendants, and each of them, was an intentional misrepresentation, deceit or concealment of a material fact known to the Defendants, and each of them, with the intention on the part of the Defendants, and each of them, of thereby depriving Plaintiffs of property or legal rights or otherwise causing injury, and was despicable conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiff's rights so as to justify an award of exemplary and punitive damages in the amount according to proof.

EX-3. The amount of exemplary damages sought is

a. not shown, pursuant to Code of Civil Procedure section 425.10.

b. \$

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Attachment to Complaint

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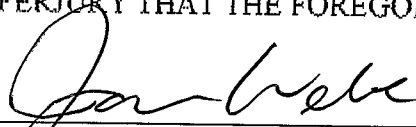
VERIFICATION

I, JAMES WEBB, state that I am a party to this action.

I have read the foregoing Complaint – Contract and First, Second, Third and Fourth Causes of Action and Exemplary Damages and know that contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information and belief, and as to those matters believe it to be true.

Executed on January 23, 2008, at Oakland, California.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.



JAMES WEBB

VERIFICATION

I, CHRISTIE HOLLOWELL, state that I am a party to this action.

I have read the foregoing Complaint – Contract and First, Second, Third and Fourth Causes of Action and Exemplary Damages and know that contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information and belief, and as to those matters believe it to be true.

Executed on January 23, 2008, at Oakland, California.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.



CHRISTIE HOLLOWELL