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Jeffrey W. Shields, Bar No. 109920
Rick A. Varner, Bar No. 160403
David X. Banack, Bar No. 237221
SHIELDS LAW OFFICES
1920 Main Street, Suite 1080
Irvine, California 92614
(949) 724-7900; Fax (949) 724-7905
E-mail: jeff@shieldslawoffices.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
JUL 02 2007
ALAN SLATER, Clerk of the Court
BY Y. MEJIA

Attorneys For Cross-Complainants And
Defendants Gary DeRitter, Edward DeRitter,
Jerry Anderson And Janis Anderson, And
Defendants Dan McCormick And Lon Wardrop

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

BODY WISE INTERNATIONAL, LLC,

Plaintiff,

vs.

GARY DERITTER, et al.,

Defendants.

GARY DERITTER, an individual;
EDWARD DERITTER, an individual;
JERRY ANDERSON, an individual;
and JANIS ANDERSON, an
individual,

Cross-Complainants,

vs.

BODY WISE INTERNATIONAL, LLC, a
Delaware limited liability
corporation; and ROES 1 through
20, inclusive,

Cross-Defendants.

Case No. 07-CC-05534

ASSIGNED FOR ALL PURPOSES TO:
JUDGE DAVID T. MCEACHEN
DEPARTMENT C21

- CROSS-COMPLAINT OF GARY
DERITTER, EDWARD DERITTER,
JERRY ANDERSON, AND JANIS
ANDERSON AGAINST BODY WISE
INTERNATIONAL, LLC FOR:
- (1) BREACH OF WRITTEN
CONTRACTS;
 - (2) BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING;
 - (3) COMMON COUNTS;
 - (4) UNFAIR COMPETITION;
 - (5) BREACH OF FIDUCIARY DUTY;
 - (6) ACCOUNTING/IMPOSITION OF
CONSTRUCTIVE TRUST AND/OR
EQUITABLE LIEN; AND
 - (7) DECLARATORY RELIEF

Date Filed: May 2, 2007
Trial Date: None set

1 As a Cross-Complaint herein, defendants and cross-
2 complainants GARY DERITTER ("G. DeRitter"), EDWARD DERITTER ("E.
3 DeRitter"), JERRY ANDERSON ("Mr. Anderson") and JANIS ANDERSON
4 ("Mrs. Anderson") [hereinafter, G. DeRitter, E. DeRitter, Mr.
5 Anderson and Mrs. Anderson are sometimes collectively referred to
6 as "Cross-Complainants"] allege against plaintiff and cross-
7 defendant BODY WISE INTERNATIONAL, LLC ("Body Wise") and ROES 1
8 through 20, inclusive (hereinafter, Body Wise and all ROES are
9 sometimes collectively referred to as "Cross-Defendants"), as
10 follows:

11 I. JURISDICTION AND VENUE

12 1. Jurisdiction is proper because the amount in
13 controversy is more than \$25,000. Venue is proper in this Court
14 because Body Wise's principal place of business is within this
15 judicial district, the subject contracts were to be performed
16 within this judicial district, the tortious wrongdoings alleged
17 herein occurred within this judicial district, and because Body
18 Wise is subject to personal jurisdiction in Orange County,
19 California.

20 II. PARTIES

21 2. G. DeRitter is, and at all times relevant herein
22 was, an individual residing in Orange County, California.

23 3. E. DeRitter is, and at all times relevant herein
24 was, an individual residing in Los Angeles County, California, and
25 doing business in Orange County, California.

26 4. Mr. Anderson is, and at all times relevant herein
27 was, an individual residing in San Diego County, California, and
28 doing business in Orange County, California. Mr. Anderson is

1 married to Mrs. Anderson (hereinafter, sometimes collectively
2 referred to as "the Andersons").

3 5. Mrs. Anderson is, and at all times relevant herein
4 was, an individual residing in San Diego County, California, and
5 doing business in Orange County, California.

6 6. Cross-Complainants allege on information and belief
7 that Body Wise is, and at all times since August 2004 was, a
8 Delaware limited liability corporation, with its principal place of
9 business located in Orange County, California. Cross-Complainants
10 further allege on information and belief that Body Wise's
11 predecessor in interest was Body Wise International, Inc., a Nevada
12 corporation ("Body Wise Nevada") [hereinafter, Body Wise and Body
13 Wise Nevada are sometimes collectively referred to as "the
14 Company"].

15 7. The true names and/or capacities, whether
16 individual, corporate, or otherwise, of the Cross-Defendants named
17 herein as ROES 1 through 20, inclusive, are unknown to Cross-
18 Complainants who therefore sue those Cross-Defendants by such
19 fictitious names. Cross-Complainants will seek leave of the Court
20 to amend this Cross-Complaint in order to show the true names and
21 capacities of those Cross-Defendants when such information has been
22 ascertained.

23 8. Cross-Complainants allege on information and belief
24 that each of the Cross-Defendants named herein as ROES 1 through
25 20, inclusive, performed, participated in, or abetted in some
26 manner, the acts and omissions alleged herein, proximately caused
27 the damages alleged herein, and is liable to Cross-Complainants for
28 the relief sought herein.

1 act as independent contractors and distributors within the
2 Company's multi-level marketing plan to help sell and distribute
3 the Company's products. A true and correct copy of the Anderson
4 Agreement is attached hereto as Exhibit "C" and is incorporated
5 herein by this reference (hereinafter, the G. DeRitter Agreement,
6 the E. DeRitter Agreement and the Anderson Agreement are sometimes
7 collectively referred to as the "Subject Agreements").

8 13. Each of the Subject Agreements provided that Cross-
9 Complainants would be paid pursuant to a written Compensation Plan
10 of the Company for commissions on sales made by Cross-Complainants
11 and by those respective down line members recruited by Cross-
12 Complainants within the Company's multi-level marketing plan.

13 14. Cross-Complainants allege on information and belief
14 that each of the Subject Agreements contains an implied covenant of
15 good faith and fair dealing by each of the parties thereto as to
16 the performance of the terms thereof, including, among other
17 things, an implied promise and duty that the Company would not harm
18 or discriminate unfairly against any of its independent contractors
19 nor do any action which would cause injury to any of them.

20 15. Each of Cross-Complainants was very successful in
21 their respective efforts over the past approximate 16 years to
22 market and sell products and recruit and create flourishing and
23 productive down lines on behalf of the Company. Cross-Complainants
24 rapidly rose to the highest levels of success in the Company and
25 were "Five Star Managers" for approximately 14 years, which was
26 then the highest designation achievable for independent contractors
27 within the Company. In the Spring of 2005, when the Company
28 created a new upper class of managers called "Six Star Managers",

1 each of Cross-Complainants was promptly made a "Six Star Manager",
2 which is what each of Cross-Complainants was as of the commencement
3 of this lawsuit. Cross-Complainants were routinely recognized and
4 acknowledged for their successes on behalf of the Company and were
5 each made members of the Company's Leadership Council.

6 16. Cross-Complainants allege on information and belief
7 that, in or about August 2004, Body Wise became the successor in
8 interest to Body Wise Nevada, and assumed all obligations and
9 responsibilities thereof, including without limitation, all of the
10 obligations and responsibilities relating to each of Cross-
11 Complainants and the Subject Agreements. At or about the time of
12 such succession, Body Wise's principal, William Farley ("Farley"),
13 publicly represented and promised to the Company's sales force,
14 including Cross-Complainants, that Body Wise would have "the most
15 beneficial Compensation Plan in the industry".

16 17. Cross-Complainants allege on information and belief
17 that, subsequent to the aforementioned succession, Body Wise
18 unilaterally made numerous changes to the Company and exercised
19 substantial poor management to the detriment of the Company and its
20 multi-level marketing force, including without limitation, by
21 eliminating many of the Company's products, often without notice,
22 by dismantling the Company's website and shopping cart for over two
23 years and then finally replacing them with greatly inferior
24 substitutes, by raising shipping costs, by causing substantial
25 staff turnover, and by producing inefficient marketing materials.

26 18. Cross-Complainants allege on information and belief
27 that, on or about October 4, 2005, Farley directed Body Wise's
28 staff to override the published Compensation Plan of the Company

1 and to apply same in an unfair and discriminatory manner against
2 the Company's uppermost managers, including each of Cross-
3 Complainants as Six Star Managers. Cross-Complainants allege on
4 information and belief that this unilateral change by Body Wise was
5 violative of the Company's own Compensation Plan and policies and
6 procedures, and was intended and designed by Body Wise to
7 wrongfully enrich the Company solely to the detriment of the
8 Company's Six Star Managers, including Cross-Complainants, and that
9 such change has caused each of Cross-Complainants to suffer damages
10 in the form of reduced income from approximately October 2005 to
11 the present. When G. DeRitter pressed Farley for an explanation
12 for such wrongful and discriminatory conduct, Farley simply
13 responded, "that's the way it is".

14 19. On or about December 1, 2006, Body Wise announced
15 that, effective January 1, 2007, it was unilaterally changing the
16 Company's Compensation Plan, the effect of which was to severely
17 reduce the compensation then being received by its uppermost
18 managers, including each of Cross-Complainants. Cross-Complainants
19 allege on information and belief that this unilateral change by
20 Body Wise was unfair and discriminated solely against the Company's
21 uppermost managers. Cross-Complainants further allege on
22 information and belief that such change was intended and designed
23 by Body Wise to wrongfully enrich the Company to the detriment of
24 its uppermost managers, including Cross-Complainants, and that such
25 change has caused each of Cross-Complainants to suffer further
26 damages in the form of additionally reduced income from
27 approximately January 2007 to the present.

28

1 20. During the Company's annual convention held in
2 February 2007, E. DeRitter spoke directly with Farley about the
3 Company's discriminatory actions against its upper managers.
4 Farley merely responded to E. DeRitter that Farley was tired of the
5 Company losing money and that the Company's biggest expense was
6 payments to its top money earners.

7 21. As a direct and proximate result of Body Wise's
8 unfair and discriminatory actions, Cross-Complainants decided to
9 sign up as independent contractors and distributors with another
10 company, defendant Pharmanex, Inc. ("Pharmanex"), on or about March
11 5, 2007. None of Cross-Complainants resigned from Body Wise, and
12 each of them continued to market and sell Body Wise products, both
13 individually and through their respective down lines.

14 22. Cross-Complainants allege on information and belief
15 that, when Body Wise learned that Cross-Complainants were also
16 acting as independent contractors for Pharmanex, Body Wise
17 immediately and wrongfully froze all payments earned by Cross-
18 Complainants and refused to deliver any such payments to Cross-
19 Complainants. Cross-Complainants further allege on information and
20 belief that such failure and refusal has continued to the present
21 and has caused each of Cross-Complainants to suffer serious damages
22 from in or about March 2007 to the present.

23 23. On or about May 24, 2007, and subsequent to the
24 filing of this action, Body Wise unilaterally terminated each of
25 Cross-Complainants as distributors and independent contractors for
26 the Company. Cross-Complainants allege on information and belief
27 that Body Wise effected such termination on the pretext that Cross-
28 Complainants were in violation of non-compete policies of the

1 Company as set forth in its policies and procedures which, *inter*
2 *alia*, purport to prohibit the Company's distributors from acting as
3 independent contractors or distributors for any other company (the
4 "Subject Non-Compete Policies").

5 FIRST CAUSE OF ACTION

6 (Against Body Wise For Breach Of Written Contracts)

7 24. Cross-Complainants reallege and incorporate herein
8 by this reference each and every allegation contained in paragraphs
9 1 through 23, inclusive, as set forth above.

10 25. Cross-Complainants have duly performed all
11 conditions, covenants, and promises required on their part to be
12 performed pursuant to the respective Subject Agreements, except as
13 to any that are illegal and unenforceable under California law
14 and/or are excused by Body Wise's wrongful conduct, including,
15 without limitation, all legal and contractual conditions precedent
16 to Cross-Complainants' right to bring the within claim.

17 26. Cross-Complainants allege on information and belief
18 that Body Wise has breached its contractual obligations to Cross-
19 Complainants under the respective Subject Agreements as set forth
20 above, including without limitation, by wrongfully discriminating
21 against Cross-Complainants as to their compensation and by
22 wrongfully withholding and refusing to make payments to Cross-
23 Complainants.

24 27. As a direct and proximate result of such breaches of
25 contract by Body Wise, Cross-Complainants have been damaged in an
26 amount, the precise sum of which is presently unknown, but which
27 will be determined in accordance with proof at trial, and which
28 includes, at a minimum, the sum of \$1,000,000.00, together with

1 interest accruing thereon.

2 SECOND CAUSE OF ACTION

3 (Against Body Wise For Breach Of The Implied Covenant
4 Of Good Faith And Fair Dealing)

5 28. Cross-Complainants reallege and incorporate herein
6 by this reference each and every allegation contained in paragraphs
7 1 through 27, inclusive, as set forth above.

8 29. Cross-Complainants allege on information and belief
9 that each of the Subject Agreements contains an implied covenant of
10 good faith and fair dealing by each of the parties thereto as to
11 the performance of the terms thereof, including, among other
12 things, an implied promise and duty that none of the parties
13 thereto would do any action which would harm or cause injury to any
14 of the other parties, such as by unfairly discriminating against
15 any of the other parties or by withholding compensation earned by
16 them.

17 30. Cross-Complainants allege on information and belief
18 that when Body Wise breached the terms of the Subject Agreements
19 and engaged in the acts and omissions set forth above, it had no
20 reasonable basis for such actions, and/or acted with a callous
21 disregard for the lack of such reasonable basis and for the
22 consequences of such tortious conduct, and thereby breached the
23 implied covenant of good faith and fair dealing contained in each
24 of the Subject Agreements.

25 31. As a direct and proximate result of the breaches of
26 the implied covenant of good faith and fair dealing by Body Wise as
27 alleged above, Cross-Complainants have been damaged in an amount,
28 the precise sum of which is presently unknown, but which will be

1 determined in accordance with proof at trial, and which includes,
2 at a minimum, the sum of \$1,000,000.00, together with interest
3 accruing thereon.

4 THIRD CAUSE OF ACTION

5 (Against Body Wise For Common Counts For Money Due)

6 32. Cross-Complainants reallege and incorporate herein
7 by this reference each and every allegation contained in paragraphs
8 1 through 23, inclusive, as set forth above.

9 33. Within the last four years, Body Wise became
10 indebted to Cross-Complainants in the sum of at least \$1,000,000.00
11 because the contractual terms of the Subject Agreements specified
12 in writing certain payments to be made to Cross-Complainants and
13 Body Wise was so indebted to Cross-Complainants.

14 34. Neither the whole nor any part of the above
15 indebtedness of Body Wise representing such unpaid amounts has been
16 paid to Cross-Complainants, notwithstanding that demands therefor
17 have been made, and there is now due, owing and unpaid to Cross-
18 Complainants the sum of approximately \$1,000,000.00, together with
19 interest accruing thereon.

20 FOURTH CAUSE OF ACTION

21 (Against All Cross-Defendants For Statutory Unfair Competition -
22 Business & Professions Code § 17200, et seq.)

23 35. Cross-Complainants reallege and incorporate herein
24 by this reference each and every allegation contained in paragraphs
25 1 through 23, inclusive, as set forth above.

26 36. Cross-Complainants allege on information and belief
27 that the wrongful acts and omissions of Cross-Defendants as alleged
28 above constitute unlawful, unfair and fraudulent business practices

1 within the meaning of California Business & Professions Code §
2 17200, et seq., including without limitation, by falsely
3 representing to Cross-Complainants and others that Body Wise would
4 have "the most beneficial Compensation Plan in the industry", by
5 unilaterally discriminating against Cross-Complainants in violation
6 of the Company's Compensation Plan, by thereafter unilaterally
7 changing the Company's Compensation Plan in a manner designed to
8 unfairly discriminate against Cross-Complainants and the Company's
9 uppermost managers so as to unfairly enrich the Company at the
10 expense of Cross-Complainants, and by wrongfully freezing and
11 withholding monies earned by Cross-Complainants on the pretext of
12 the Company's illegal and unenforceable Subject Non-Compete
13 Policies.

14 37. As a direct and proximate result of such misconduct
15 by Cross-Defendants, Cross-Complainants have been injured in fact
16 and have lost monies, benefits and assets which Cross-Defendants
17 should be required to disgorge and restore, the precise sum of
18 which is presently unknown, but which will be determined in
19 accordance with proof at trial, and which includes, at a minimum,
20 the sum of \$1,000,000.00, together with interest accruing thereon.

21 FIFTH CAUSE OF ACTION

22 (Against All Cross-Defendants For Breach Of Fiduciary Duties)

23 38. Cross-Complainants reallege and incorporate herein
24 by this reference each and every allegation contained in paragraphs
25 1 through 23, inclusive, as set forth above.

26 39. Cross-Complainants allege on information and belief
27 that, by reason of Cross-Defendants' position of receiving all
28 monies generated by sales of Cross-Complainants and their

1 respective down lines, as well as the information regarding such
2 sales, much of which is outside of Cross-Complainants' knowledge
3 and control, coupled with Cross-Defendants' obligations to
4 accurately account for same and to calculate and correctly pay to
5 Cross-Complainants the monies earned by Cross-Complainants pursuant
6 to the Company's Compensation Plan and other relevant policies and
7 procedures, Cross-Defendants thus occupied a position of trust and
8 responsibility arising therefrom and Cross-Defendants assumed and
9 owed Cross-Complainants all of the duties and obligations inherent
10 in a fiduciary relationship, including, without limitation, the
11 duties to correctly and accurately account for, calculate and
12 timely pay to Cross-Complainants all of the monies duly earned by
13 Cross-Complainants.

14 40. Cross-Complainants allege on information and belief
15 that, by engaging in the tortious acts and omissions described
16 above, including, but not limited to, by falsely representing to
17 Cross-Complainants and others that Body Wise would have "the most
18 beneficial Compensation Plan in the industry", by unilaterally
19 discriminating against Cross-Complainants in violation of the
20 Company's Compensation Plan, by thereafter unilaterally changing
21 the Company's Compensation Plan in a manner designed to unfairly
22 discriminate against Cross-Complainants and the Company's uppermost
23 managers so as to unfairly enrich the Company at the expense of
24 Cross-Complainants, and by wrongfully freezing and withholding
25 monies earned by Cross-Complainants on the pretext of the Company's
26 illegal and unenforceable Subject Non-Compete Policies, Cross-
27 Defendants have violated their fiduciary duties to Cross-
28 Complainants in a knowing and willful manner.

1 ascertain the true extent of same.

2 45. Cross-Complainants allege on information and belief
3 that Cross-Defendants have received, and continue to receive,
4 funds, benefits and assets rightfully belonging to Cross-
5 Complainants which have been, and are, derived from their wrongful
6 conduct, but that Cross-Complainants are presently unable to fully
7 ascertain the extent of same. All such funds, benefits and assets
8 rightfully belong to Cross-Complainants.

9 46. Cross-Complainants allege on information and belief
10 that, by reason of the foregoing, Cross-Complainants are entitled
11 to, *inter alia*: (a) an accounting of all sales generated by Cross-
12 Complainants and/or their respective down lines for the Company
13 from October 2005 to the present, together with an accounting of
14 all amounts which should have rightfully been paid to Cross-
15 Complainants; (b) the imposition of a constructive trust and/or
16 equitable lien thereon in favor of Cross-Complainants, with an
17 order for conveyance to Cross-Complainants thereof; and (c) all
18 documentation and records in the possession or control of Cross-
19 Defendants, including any of their agents, which pertain to such
20 sales, and all funds, benefits and assets derived therefrom, and an
21 order to Cross-Defendants for conveyance thereof. Cross-
22 Complainants will seek leave of the Court to amend this Cross-
23 Complaint to show the exact amounts of such sales, and all funds,
24 benefits and assets derived therefrom, and the nature of such
25 documentation, when the same can be fully ascertained.

26 47. By reason of the tortious manner by which Cross-
27 Defendants obtained, and continue to obtain, possession of funds,
28 benefits and assets which rightfully belong to Cross-Complainants,

1 Cross-Defendants are each involuntary trustees holding such funds,
2 benefits and assets in constructive trust for the use and benefit
3 of Cross-Complainants, and with the duty to reconvey the same
4 forthwith.

5 48. Alternatively, the Court should impress such funds,
6 benefits and assets, which rightfully belong to Cross-Complainants,
7 with an equitable lien in favor of Cross-Complainants. Cross-
8 Complainants have no adequate remedy at law, and the imposition of
9 a constructive trust or, alternatively, an equitable lien, is
10 required to avoid the perpetration of Cross-Defendants' tortious
11 misconduct, to prevent unjust enrichment, and to avoid irreparable
12 injury to Cross-Complainants.

13 SEVENTH CAUSE OF ACTION

14 (Against All Cross-Defendants For Declaratory Relief)

15 49. Cross-Complainants reallege and incorporate herein
16 by this reference each and every allegation contained in paragraphs
17 1 through 48, inclusive, as set forth above.

18 50. An actual controversy has arisen, and now exists,
19 between and among Cross-Complainants, on the one hand, and Cross-
20 Defendants, on the other hand, concerning their respective rights
21 and duties in that Cross-Complainants contend, and allege on
22 information and belief that Cross-Defendants deny that: (1) the
23 Subject Non-Compete Policies are illegal and unenforceable under
24 California law, including Business and Professions Code section
25 16600, et seq.; and (2) that Cross-Complainants should be paid all
26 amounts to which they are rightfully entitled, notwithstanding Body
27 Wise's unfair and discriminatory application of its Compensation
28 Plan in 205-2006, its subsequent wrongful and discriminatory

1 changes to its Compensation Plan, and Body Wise's wrongful freezing
2 and withholding of monies earned by Cross-Complainants.

3 51. Cross-Complainants desire a judicial determination
4 of the rights and duties of each of the parties hereto, and a
5 declaration that: (1) the Subject Non-Compete Policies are illegal
6 and unenforceable under California law, including Business and
7 Professions Code section 16600, et seq.; and (2) that Cross-
8 Complainants should be paid all amounts to which they are
9 rightfully entitled, notwithstanding Body Wise's unfair and
10 discriminatory application of its Compensation Plan in 205-2006,
11 its subsequent wrongful and discriminatory changes to its
12 Compensation Plan, and Body Wise's wrongful freezing and
13 withholding of monies earned by Cross-Complainants.

14 52. A judicial declaration is necessary and appropriate
15 at this time under the circumstances as set forth herein in order
16 that the parties hereto may ascertain their respective rights and
17 duties in order to resolve the controversies between the parties
18 regarding the above matter.

19 WHEREFORE, each of Cross-Complainants prays for judgment
20 against Cross-Defendants, and each of them, as follows:

21 ON THE FIRST, SECOND AND THIRD CAUSES OF ACTION

22 1. For actual damages in a sum to be determined
23 according to proof, including lost earnings, but in no event less
24 than \$1,000,000.00, together with interest accruing thereon at the
25 legal rate;

26 ON THE FOURTH CAUSE OF ACTION

27 2. For restitution to Cross-Complainants of all actual
28 funds, benefits and assets wrongfully obtained by Cross-Defendants

1 as a result of their unfair competition and wrongful conduct, the
2 precise sum of which is presently unknown, but which will be
3 determined in accordance with proof at trial, and which includes,
4 at a minimum, the sum of \$1,000,000.00, together with interest
5 accruing thereon at the legal rate;

6 ON THE FIFTH CAUSE OF ACTION

7 3. For actual damages in a sum to be determined
8 according to proof, but in no event less than \$1,000,000.00,
9 together with interest accruing thereon at the legal rate;

10 4. For punitive and exemplary damages in a sum to be
11 determined by the trier of fact herein;

12 ON THE SIXTH CAUSE OF ACTION

13 5. That Cross-Defendants be ordered and directed to
14 render an accounting to Cross-Complainants wherein they account
15 for: (a) all sales generated by Cross-Complainants and/or their
16 respective down lines for the Company from October 2005 to the
17 present, together with an accounting of all amounts which should
18 have rightfully been paid to Cross-Complainants; (b) the imposition
19 of a constructive trust and/or equitable lien thereon in favor of
20 Cross-Complainants, with an order for conveyance to Cross-
21 Complainants thereof; and (c) all documentation and records in the
22 possession or control of Cross-Defendants, including any of their
23 agents, which pertain to such sales, and all funds, benefits and
24 assets derived therefrom, and an order to Cross-Defendants for
25 conveyance thereof;

26 6. For a declaration that Cross-Defendants hold all
27 such amounts which should have been paid to Cross-Complainants in
28 constructive trust for Cross-Complainants or, alternatively, that

1 all such amounts be impressed with an equitable lien in favor of
2 Cross-Complainants;

3 7. For an order compelling Cross-Defendants to transfer
4 to Cross-Complainants: (a) possession of all such amounts; and (b)
5 all documentation in their possession or control pertaining to such
6 amounts, and the sales, funds, benefits and assets from which they
7 are derived;

8 ON THE SEVENTH CAUSE OF ACTION

9 8. For declaratory relief as prayed for in the Seventh
10 Cause of Action;


11 ON ALL CAUSES OF ACTION

12 9. For Cross-Complainants' costs of suit incurred
13 herein; and

14 10. For such other and further relief as the Court may
15 deem just and proper.

16 DATED: July 2, 2007

SHIELDS LAW OFFICES

17 By: 
18 Jeffrey W. Shields
19 Attorneys for Cross-Complainants and
20 Defendants Gary DeRitter, Edward
21 DeRitter, Jerry Anderson and Janis
22 Anderson, and Defendants Dan
23 McCormick and Lon Wardrop
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