

# SUMMONS COMPLAINT (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

## NOTICE TO DEFENDANTS:

### (AVISO AL DEMANDADO):

SQUARE CAPITAL, LLC, a Delaware limited liability company; SQUARE, INC. d/b/a SQUARE CAPITAL OF CALIFORNIA, LLC, a Delaware corporation; and DOES 1-20, inclusive,

### YOU ARE BEING SUED BY PLAINTIFF:

### (LO ESTÁ DEMANDANDO EL DEMANDANTE):

MON ETHOS PRO CONSULTING, LLC, a Massachusetts limited liability company

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO  
CIVIC CENTER COURTHOUSE  
400 McAllister Street, San Francisco, CA 94102

CASE NUMBER:  
(Número del Caso):

**CGC-20-584409**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Tracy A. Warren (SBN: 228013) | Brandon M. Carr (SBN: 280959)

Buchalter, A Professional Corporation

55 Second Street, Suite 1700, San Francisco, CA 94105; Tel: (415) 227-0900; Email: [twarren@buchalter.com](mailto:twarren@buchalter.com)

DATE:

(Fecha)

**MAY 11 2020**

**Clerk of the Court**

Clerk, by

(Secretario)

**ANGELICA SUNGA**

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify)
3. ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation)  
☐ CCP 416.20 (defunct corporation)  
☐ CCP 416.40 (association or partnership)  
☐ other (specify):
4. ☐ by personal delivery on (date):

**BY FAX**

- ☐ CCP 416.60 (minor)  
☐ CCP 416.70 (conservatee)  
☐ CCP 416.90 (authorized person)

1 BUCHALTER  
A Professional Corporation  
2 TRACY A. WARREN (SBN: 228013)  
BRANDON M. CARR (SBN 280959)  
3 MICHAEL J. WORTH (SBN: 291817)  
55 Second Street, Suite 1700  
4 San Francisco, CA 94105-3493  
Telephone: 415.227.0900  
5 Email: twarren@buchalter.com

6 Attorneys for Plaintiff  
MON ETHOS PRO CONSULTING, LLC  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN FRANCISCO  
10 UNLIMITED JURISDICTION

11 MON ETHOS PRO CONSULTING, LLC, a  
Massachusetts limited liability company,

12 Plaintiffs,  
13

14 vs.

15 SQUARE CAPITAL, LLC, a Delaware limited  
liability company; SQUARE, INC. d/b/a  
16 SQUARE CAPITAL OF CALIFORNIA, LLC, a  
Delaware corporation; and DOES 1-20,  
inclusive,

17 Defendants.  
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**FILED**  
SUPERIOR COURT  
COUNTY OF SAN FRANCISCO

MAY 11 2020

CLERK OF THE COURT

BY:   
ANGELICA SUNGA Deputy Clerk

CASE NO. **CGC-20-584409**

COMPLAINT FOR DAMAGES

1. Intentional Interference with Contractual Relations
2. Intentional Interference with Prospective Economic Relations
3. Negligent Interference with Prospective Economic Relations
4. Unfair Competition (Bus. & Prof. Code § 17200, et seq.)
5. Breach of Contract
6. Breach of Implied Covenant of Good Faith and Fair Dealing
7. Negligence
8. Conversion
9. Money Had and Received
10. Accounting
11. Declaratory Relief

**BY FAX**

1 Plaintiff Mon Ethos Pro Consulting, LLC ("Plaintiff" or "Mon Ethos") complains and  
2 alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff Mon Ethos seeks relief in law and equity, and compensatory and punitive  
5 damages, against defendants Square Capital, LLC and Square, Inc. d/b/a Square Capital of  
6 California, LLC, as merchant credit card processors, for their breaches of contract, and their  
7 fraudulent, grossly negligent, intentional, and unfair and deceptive actions, including, but not  
8 limited to, wrongfully withholding merchant payments due, owing, and rightfully belonging to  
9 Plaintiff.

10 **COVID-19**

11 2. The actions and misconduct of the defendants, and each of them, are particularly  
12 offensive as they are attempting to seize and hold thirty (30%) of all of Plaintiff's transactions,  
13 without Plaintiff's authorization, during a time when Plaintiff is suffering from the economic  
14 devastation caused by the worldwide shutdown due to the coronavirus ("COVID-19") crisis.

15 **PARTIES, JURISDICTION, AND VENUE**

16 3. Plaintiff Mon Ethos is a limited liability company organized under the laws of the  
17 Commonwealth of Massachusetts, with its principal place of business at 63 Shawmut Avenue,  
18 Winthrop, Massachusetts 02152, with offices at 999 Broadway, Suite 300, Saugus, Massachusetts  
19 01906 and St. Thomas, United States Virgin Islands.

20 4. Plaintiff is informed and believes, and on that basis alleges that at all times herein  
21 mentioned, defendant Square Capital, LLC is a limited liability company organized under the laws  
22 of the State of Delaware, with its principal place of business at 1455 Market Street, San Francisco,  
23 California 94103. Plaintiff is further informed and believes, and on that basis alleges that Square  
24 Capital, LLC is registered and authorized to conduct business in California, and regularly transacts  
25 business, solicits business, and engages in other persistent courses of conduct in California.

26 5. Plaintiff is informed and believes, and on that basis alleges that at all times herein  
27 mentioned, defendant Square, Inc. d/b/a Square Capital of California, LLC is a corporation  
28 organized under the laws of the State of Delaware, with its principal place of business at 1455

1 Market Street, San Francisco, California 94103. Plaintiff is further informed and believes, and on  
2 that basis alleges that Square, Inc. d/b/a Square Capital of California, LLC is registered and  
3 authorized to conduct business in California, and regularly transacts business, solicits business, and  
4 engages in other persistent courses of conduct in California.

5 6. The obligations of the agreements that form the basis of this action were incurred  
6 and to be performed in the County of San Francisco, California. Furthermore, the tortious activities  
7 described herein occurred in, and the effects were felt in, the County of San Francisco, California.  
8 Accordingly, this Court has specific jurisdiction over the parties and this Court is the proper venue  
9 for this litigation.

10 7. There is a substantial likelihood of an award for Plaintiff in excess of Twenty-Five  
11 Thousand (\$25,000.00) dollars.

12 8. The true names and capacities, whether corporate, associate, individual, or  
13 otherwise, of defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff, who will  
14 therefore sue said defendants and DOES 1-20, inclusive, by such fictitious names pursuant to *Code*  
15 *of Civil Procedure* Section 474. Plaintiff is informed and believes and, based upon such information  
16 and belief, alleges that each individual of defendants designated as a DOE is legally responsible in  
17 some manner for the events and happenings hereto to which reference is made hereinafter. Plaintiff  
18 will seek leave of Court to amend this Complaint to show the true names and capacities of the  
19 individuals designated as DOES when the same have been ascertained.

20 9. Plaintiff is informed and believes, and based thereon alleges, that at all times  
21 mentioned herein, each defendant named in the caption of this Complaint, which is incorporated  
22 herein by this reference, was and is the agent, affiliate, servant and employee of each of the other  
23 defendants, and all of the things alleged to have been done by said defendants were done in the  
24 capacity of and as the agent of the other defendants. Square Capital, LLC, Square, Inc. d/b/a Square  
25 Capital of California, LLC, and DOES 1-20 shall be collectively referred to herein as "Defendants"  
26 or "Square."

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1           17.     Substantially all of Mon Ethos' business transactions are conducted online and  
2 electronically, many using Square.

3           18.     It is anticipated that Plaintiff will generate hundreds of thousands of dollars in the  
4 upcoming months through Square.

5           19.     Plaintiff's electronic payment systems are designed around, and rely on, Square's  
6 payment processing system.

7           20.     Plaintiff is unable to expend the funds and resources necessary to redesign its  
8 technology and payment processing systems to accept alternative payment processors.

9           21.     Plaintiff received distribution and funding under the United States Coronavirus Aid,  
10 Relief and Economic Security Act ("CARES Act") to support its payroll, rent, mortgage interest,  
11 and utilities expenses.

12          22.     Diverting funds to redesign Plaintiff's electronic systems and/or to accommodate  
13 for the seizure and 120-day hold of its funds by Defendants will require Plaintiff to divert significant  
14 sums of money earmarked for payroll, rent, mortgage interest, or utilities expenses, which will then  
15 disqualify Plaintiff for forgiveness of the distribution pursuant to the provisions of the federal  
16 economic stimulus bill.

17          23.     Defendants assured Mon Ethos that they had the capacity to handle such a high rate  
18 of transactions over such a potentially short time, and that there would be no problems with  
19 processing and transferring the funds due and owing to Plaintiff.

20          24.     Defendants' actions were arbitrary, unjustified, wrongful, unlawful, deceptive, and  
21 in bad faith.

22          25.     Multiple credit card databases exist that operate to effectively "black list" a  
23 merchant from obtaining merchant credit card processing services, including "MATCH," "Member  
24 Alert to Control High Risk," and other terminated merchant files ("TMFs").

25          26.     A standard and common industry practice after negative action on a new merchant  
26 credit card processing account is to report that account to MATCH and/or to all other TMFs.

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27. In the event that Defendants report Plaintiff to MATCH and/or any other TMFs, Plaintiff would suffer a global bar to access merchant credit card processing, which would shut down Mon Ethos' operations.

28. Because of Defendants' pattern of misconduct and retaliation, Plaintiff faces a material, legitimate risk that Defendants will engage in further retaliation efforts and improper actions to cover their misconduct and cause Plaintiff severe injury.

29. To date, Defendants have not agreed to release the funds that belong to Plaintiff which remain in Square's possession, custody and control.

### FIRST CAUSE OF ACTION

## Intentional Interference with Contractual Relations

**(Against All Defendants and DOES 1-20)**

30. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 29 of this Complaint.

31. Plaintiff entered into multiple, enforceable contracts with Encore Hotel and Casino, sponsors, talent, vendors, support personnel, and others to produce and promote the Boston Pro Show<sup>TM pending</sup> at the Encore Hotel and Casino in Everett, Massachusetts.

32. By virtue of Defendants' business relationship with Plaintiff and through Plaintiff's notoriety as a prominent professional management services company that promotes and hosts events, including the Boston Pro Show<sup>TM</sup> pending, Defendants knew of these contracts, and other obligations of an ongoing concern, as well as the sensitive nature of the contractual relationships, and Plaintiff's obligation to abide by the terms and conditions of payment under these contracts.

33. By and through their actions, Defendants' intended to disrupt the performance of these contracts or knew that disruption of performance was substantially certain to occur. Specifically, Defendants' intentional, unjustified and unlawful seizure of 30% of the transaction payments belonging to Plaintiff for 120 days constitutes a material and direct interference with advantageous business and contractual relationships of and with Mon Ethos.

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34. Defendants' conduct has and will materially interfere with the contractual relationships between Plaintiff and third parties, or has made Plaintiff's performance of these contracts more expensive or difficult.

35. Defendants' conduct has created a substantial and immediate threat to Mon Ethos of failure, dissolution, bankruptcy, and civil litigation, as well as potential criminal actions.

36. These contractual relationships were necessary to generate millions of dollars of revenue for Plaintiff, and would provide a basis for obtaining additional, similar relationships for other events.

37. Defendants' intentional seizure and withholding of Mon Ethos' funds will further interfere with Plaintiff's ability to distribute funding under the CARES Act, as it will compel Plaintiff to use money earmarked for payroll and allowable expenditures to meet its obligations. This would then disqualify Mon Ethos from forgiveness of the distribution and compel Mon Ethos to pay back the funds distributed under the CARES Act.

38. As a direct and proximate result of Defendants' intentional conduct, Mon Ethos has suffered, continues to suffer, and will suffer substantial and severe irreparable harm.

39. Accordingly, Mon Ethos demands immediate injunctive relief compelling Square to immediately release all seized funds belonging to Plaintiff, transfer those funds into Plaintiff's merchant account, and cease and desist from engaging in any further withholding of any of Plaintiff's funds.

40. Defendants' actions constitute despicable conduct, which Defendants carried out with a willful or conscious disregard of Plaintiff's rights. Thus, Defendants' acted with oppression, fraud, or malice, entitling Plaintiff to recover punitive and exemplary damages against Defendants in an amount to be proven at trial.

## SECOND CAUSE OF ACTION

## Intentional Interference with Prospective Economic Relations

**(Against All Defendants and DOES 1-20)**

41. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 40 of this Complaint.



42. At all times relevant to the allegations in this Complaint, multiple economic relationships existed between Plaintiff and its customers, including, but not limited to, Encore Hotel and Casino, sponsors, talent, vendors, support personnel, and others to produce and promote the Boston Pro Show<sup>TM</sup> pending at the Encore Hotel and Casino in Everett, Massachusetts, the relationships of which contained the probability of future economic benefits to Plaintiff.

43. Defendants knew of the economic relationships between Plaintiff and its customers, and knew that by engaging in their wrongful conduct that disruption of Plaintiff's economic relations with its customers was certain or substantially certain to occur.

44. Defendants intentionally engaged in wrongful conduct as alleged above that interfered with Plaintiff's business relationships with Plaintiff's customers.

45. As a direct and proximate result of Defendants' acts and omissions, the business relationships between Plaintiff and its customers have been disrupted and Plaintiff has suffered and continues to suffer injury, has expended money and resources as result thereof, and has lost business and goodwill, all in an amount to be proven at trial.

46. Defendants' actions constitute despicable conduct, which Defendants carried out with a willful or conscious disregard of Plaintiff's rights. Thus, Defendants' acted with oppression, fraud, or malice, entitling Plaintiff to recover punitive and exemplary damages against Defendants in an amount to be proven at trial.

### THIRD CAUSE OF ACTION

### Negligent Interference with Prospective Economic Relations

**(Against All Defendants and DOES 1-20)**

47. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 46 of this Complaint.

48. At all times relevant to the allegations in this Complaint, multiple economic relationships existed between Plaintiff and its customers, including, but not limited to, Encore Hotel and Casino, sponsors, talent, vendors, support personnel, and others to produce and promote the Boston Pro Show<sup>TM</sup> pending at the Encore Hotel and Casino in Everett, Massachusetts, the relationships of which contained the probability of future economic benefits to Plaintiff.

49. Defendants knew or should have known of the economic relationships between Plaintiff and its customers, and knew or should have known that these relationships would be disrupted if Defendants failed to act with reasonable care.

50. Defendants failed to act with reasonable care and engaged in wrongful conduct as alleged above that interfered with Plaintiff's business relationships with Plaintiff's customers.

51. As a direct and proximate result of Defendants' acts and omissions, the business relationships between Plaintiff and its customers have been disrupted and Plaintiff has suffered and continues to suffer injury, has expended money and resources as result thereof, and has lost business and goodwill, all in an amount to be proven at trial.

#### FOURTH CAUSE OF ACTION

**Unfair Competition (Bus. & Prof. Code § 17200, et seq.)**

**(Against All Defendants and DOES 1-20)**

52. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 51 of this Complaint.

53. Under California Business and Professions Code, Section 17200, *et seq.* (the Unfair Practices Act, hereinafter the “Act”) prohibits any unlawful, unfair, deceptive or fraudulent business practices or acts, which are deemed to be unfair competition. The Act authorizes injunctive relief to prevent such conduct and/or restitution of money or property wrongfully obtained by means of such unfair competition.

54. At all times relevant to the allegations in this Complaint, Defendants engaged in unlawful, unfair, deceptive and fraudulent conduct as described above in violation of the Act, in ways that include, but are not limited to:

a. Interfering with Plaintiff's contracts and economic relations by wrongfully withholding funds due and owing to Plaintiff;

b. Depriving Plaintiff from accessing and using funds that belong to Plaintiff so as to prevent Plaintiff operating and satisfying certain expenses; and

c. Attempting to take advantage of the COVID-19 pandemic, and the nationwide economic downturn associated with it, to cause unjustified harm to Plaintiff while

1 allowing Defendants to have the advantage of withholding, keeping, and profiting off of 30% of  
2 Plaintiff's transactions during this challenging time.

3 55. Plaintiff has standing to pursue claims under the Act, as it has suffered injuries in  
4 fact and irreparable harm as a direct, proximate, and substantial result of Defendants' violations of  
5 the Act.

6 56. Plaintiff is entitled to restitution of the funds Defendants have wrongfully withheld  
7 from Plaintiff as well as attorneys' fees.

### 8 **FIFTH CAUSE OF ACTION**

#### 9 **Breach of Contract**

#### 10 **(Against All Defendants and DOES 1-20)**

11 57. Plaintiff hereby incorporates by reference, as though fully set forth in full herein,  
12 paragraphs 1 through 56 of this Complaint.

13 58. Defendants entered into an enforceable contract with Plaintiff, whereby Defendants  
14 agreed to provide Plaintiff with merchant credit card processing services, and Plaintiff agreed to  
15 pay Defendants for the provision of those services.

16 59. Pursuant to the parties' agreement, and in connection with the merchant credit card  
17 processing services provided by Defendants, Defendants are required to remit to Plaintiff the  
18 proceeds from Plaintiff's business transactions with Plaintiff's merchants. Defendants have assured  
19 Plaintiff that Defendants would process the transactions and would transfer sales money to Plaintiff  
20 without issue.

21 60. Plaintiff has fully performed all conditions, covenants and promises required of  
22 Plaintiff to be performed in accordance with the terms and conditions of the parties' agreement,  
23 except for those conditions, covenants, and promises that Plaintiff was excused from performing  
24 due to Defendants' breaches.

25 61. Defendants have materially breached the agreement with Plaintiff by withholding  
26 funds due and owing to Plaintiff. To date, Defendants have failed and refused, and continue to fail  
27 and refuse, to remit to Plaintiff at least 30% of Plaintiff's funds from Plaintiff's transactions through  
28 Square. Defendants have withheld at least 30% of Plaintiff's funds based on an arbitrary, unilateral

1 and unauthorized 120-day hold. Said breaches are the proximate and legal cause of the damages  
2 sustained by Plaintiff.

3 62. As a direct and proximate result of the breaches of the agreement by Defendants as  
4 alleged herein, Plaintiff has suffered and will continue to suffer damages in a sum as yet fully  
5 determined, but not less than the jurisdictional minimum, plus interest accruing at the legal rate.  
6 On this basis, Plaintiff is entitled to breach of contract damages, including consequential and  
7 incidental damages, for any and all losses, sums, costs and expenditures attendant to Defendants'  
8 failure to comply with the agreement—specifically, by failing to remit to Plaintiff funds in Square's  
9 possession, custody and control that belong to Plaintiff.

### 10 **SIXTH CAUSE OF ACTION**

#### 11 **Breach of Implied Covenant of Good Faith and Fair Dealing**

#### 12 **(Against All Defendants and DOES 1-20)**

13 63. Plaintiff hereby incorporates by reference, as though fully set forth in full herein,  
14 paragraphs 1 through 62 of this Complaint.

15 64. In California, in every contract there exists an implied covenant of good faith and  
16 fair dealing which requires the parties to the contract to refrain from acts and omissions which may  
17 foreseeably and unfairly deprive a party of the benefits of the bargain.

18 65. Plaintiff and Defendants had in effect, at all times relevant to the allegations in this  
19 Complaint, an agreement, whereby Defendants agreed to provide Plaintiff with merchant credit  
20 card processing services, and Plaintiff agreed to pay Defendants for the provision of those services.

21 66. Plaintiff has fully performed all conditions, covenants and promises required of  
22 Plaintiff to be performed in accordance with the terms and conditions of the parties' agreement,  
23 except for those conditions, covenants, and promises that Plaintiff was excused from performing  
24 due to Defendants' breaches.

25 67. Defendants have unfairly interfered with Plaintiff's right to receive the benefits of  
26 the agreement in ways including, but not limited to, unilaterally withholding 30% of Plaintiff's  
27 transaction funds due and owing to Plaintiff, unfairly and deceptively taking advantage of the  
28 current COVID-19 crisis to keep funds belonging to Plaintiff for Defendants' use and financial

benefit, and interfering with Plaintiff's contracts and economic relations.

68. Defendants were aware of the potential for a large amount of transactions for Plaintiff's benefit occurring over a very short period of time. Square owed a duty to Plaintiff to provide Plaintiff with merchant credit card payment processing services, and Plaintiff relied on and expected Defendants to provide those services to continue its business operations. But Defendants used their position and leverage in bad faith, as the gatekeeper of Plaintiff's funds, to arbitrarily withhold Plaintiff's funds and unfairly deprive Plaintiff from receiving the benefits of the parties' agreement.

69. As a direct and proximate cause of Defendants' wrongful conduct and omissions, Plaintiff has been damaged, and will continue to be damaged, in an amount in excess of the jurisdictional minimum, to be proven at trial.

## **SEVENTH CAUSE OF ACTION**

### **Negligence**

#### **(Against All Defendants and DOES 1-20)**

70. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 69 of this Complaint.

71. At all times relevant to the allegations in this Complaint, Defendants owed a duty to Plaintiff to exercise reasonable care and provide Plaintiff with merchant credit card payment processing services. The duty of care that Defendants owed Plaintiff includes a duty to refrain from withholding the payment processing services or Plaintiff's payments, so to avoid damaging Plaintiff's finances, reputation, goodwill, and ability to obtain future clients and grow its business.

72. Defendants were aware of the potential for a large amount of transactions for Plaintiff occurring over a very short time. Defendants knew or should have known that Plaintiff reasonably relied on the provision of payment processing services through Square for Plaintiff's business with Encore Hotel and Casino, sponsors, talent, vendors, support personnel, and others relating to Plaintiff's production and promotion of the Boston Pro Show<sup>TM</sup> pending at the Encore Hotel and Casino in Everett, Massachusetts.

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73. Defendants breached their duty of care by negligently, carelessly, and wrongfully failing to use reasonable care in ways including, but not limited to, failing and refusing to timely remit to Plaintiff all of Plaintiff's funds in Defendants' possession, custody, and control.

74. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained damages in an amount not less than the jurisdictional minimum, to be proven at trial.

### EIGHTH CAUSE OF ACTION

## Conversion

**(Against All Defendants and DOES 1-20)**

75. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 74 of this Complaint.

76. At all times relevant to allegations in this Complaint, Plaintiff was, and still is, the owner of the funds on which Defendants have put a “hold” without Plaintiff’s consent. Said funds represent at least 30% of Plaintiff’s transaction funds through Square, which are currently in Defendants’ possession, custody, and control, and have been misappropriated by Defendant. Plaintiff was, and still is, entitled to possession of the funds and Defendants had a duty to turn over the funds to Plaintiff.

77. As of the time of filing this Complaint, Plaintiff is informed and believes, and on that basis alleges that the converted property described above had a value in excess of the jurisdictional minimum, plus interest at the legal rate.

78. Defendant has unlawfully taken Plaintiff's funds, prevented Plaintiff from accessing them, and refused to return them to Plaintiff, as described above, notwithstanding Plaintiff's demand that they be returned to Plaintiff. Defendants have converted Plaintiffs' funds to Defendants' own use.

79. As a proximate result of Defendants' conversion, Plaintiff has suffered damages, including, but not limited to, loss of the use and benefit of the funds, disrupted contracts and economic relations, impairment of its business operations, as well as attorneys' fees and court costs, which are the natural, reasonable and proximate results of the conversion, all to Plaintiff's damages.

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80. Between the time of Defendants' conversion of the converted property to Defendants' own use and the filing of this action, Plaintiff has expended significant time, resources, and money, and has incurred expenses including legal fees and court costs, in pursuit of the converted property, all to Plaintiff's damages.

81. Defendants' acts alleged above were willful, wanton, malicious, and oppressive, and were undertaken with the intent to defraud Plaintiff. Therefore, Defendants' conduct justifies an award of exemplary and punitive damages for Plaintiff.

### NINTH CAUSE OF ACTION

### Money Had and Received

**(Against All Defendants and DOES 1-20)**

82. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 81 of this Complaint.

83. Within the last two years, in San Francisco, California, Defendants have become indebted to Plaintiff for a sum, in the amount of 30% of Plaintiff's transaction funds processed through Square for money had and received by Defendants for the use and benefit of Plaintiff.

84. The above referenced sum has not been paid, although demand therefore has been made to Defendants by Plaintiff.

85. No payment has been made by Defendants to Plaintiff, and there is now due, owing and unpaid from Defendants to Plaintiff the sum of not less than \$125,000, together with interest at the legal rate from the date on which said indebtedness became due.

### TENTH CAUSE OF ACTION

## Accounting

**(Against All Defendants and DOES 1-20)**

86. Plaintiff hereby incorporates by reference, as though fully set forth in full herein, paragraphs 1 through 85 of this Complaint.

87. Defendants entered into an enforceable contract with Plaintiff, whereby Defendants agreed to provide Plaintiff with merchant credit card processing services, and Plaintiff agreed to pay Defendants for the provision of those services, as set forth more fully above. Defendants'

1 obligations pursuant to the agreement included the duty to care for and protect in all particulars  
2 Plaintiff's financial interests and funds in connection with the services Defendants agreed to  
3 provide Plaintiff, to provide periodic statements of account of all moneys due and owing to  
4 Plaintiff, and to pay over to Plaintiff all moneys received.

5 88. In the course of Defendants' provision of payment processing services to Plaintiff,  
6 Defendants have received money which is due to Plaintiff.

7 89. Defendants have complete control of the documents and information regarding the  
8 financial records, account ledgers, merchant transactions, payment histories, receipts and related  
9 documents, and thus, the complete account of the Plaintiff's funds due and owing from Defendants.

10 90. An accurate and complete accounting of the payments made through Square that  
11 belong to Plaintiff can only be fully determined by the documents and information in Defendants'  
12 possession, and by a detailed and itemized accounting.

13 91. The full and complete amount of money due from Defendants to Plaintiff is  
14 unknown and cannot be ascertained without an account of the financial records, account ledgers,  
15 merchant transactions, payment histories, receipts and related documents. Plaintiff believes and  
16 thereon alleges that it is owed funds from Defendants in an amount in excess of \$125,000.

17 92. Plaintiff has demanded that Defendants account for the above referenced  
18 information to which Plaintiff is entitled, and pay the outstanding amount due to Plaintiff. However,  
19 Defendants have refused or ignored, and continue to refuse and ignore, Plaintiff's requests for an  
20 accounting from Defendants with all of the documents and information required for a complete  
21 accounting, and have refused to pay Plaintiff.

## 22 **ELEVENTH CAUSE OF ACTION**

### 23 **Declaratory Relief**

#### 24 **(Against All Defendants and DOES 1-20)**

25 93. Plaintiff hereby incorporates by reference, as though fully set forth in full herein,  
26 paragraphs 1 through 92 of this Complaint.

27 94. The agreement, as described herein, existed as a contract at all times relevant to the  
28 allegations of this Complaint between Plaintiff on the one hand, and Defendants on the other hand.



1           95.     An actual controversy exists between Plaintiff and Defendants concerning their  
2     respective rights and duties pursuant to the terms of said contract because Plaintiff contends that  
3     Defendants are obligated to perform under the agreement and remit to Plaintiff all funds that belong  
4     to Plaintiff in Defendants' possession, custody and control, whereas Defendants contend otherwise.

5           96.     Plaintiff desires a judicial determination of the rights and duties of the parties with  
6     respect to Plaintiff's funds in Defendants' possession, custody and control, as well as a declaration  
7     of the rights and duties of the respective parties with respect to this controversy. In making this  
8     judicial determination, the Court must interpret the parties' agreement as a matter of law.

9                                 **PRAYER FOR RELIEF**

10           WHEREFORE, Plaintiff prays for relief as follows:

11     **ON THE FIRST AND SECOND CAUSES OF ACTION**

- 12           1. For damages according to proof at the time of trial or entry of judgment, plus interest at the  
13           legal rate until judgment is entered;
- 14           2. For an order requiring Defendants to show cause, if any they have, why they should not be  
15           enjoined pursuant to the injunctive relief set forth below, during the pendency of this action;  
16           and
- 17           3. For punitive and exemplary damages.

18     **ON THE THIRD, FIFTH, SIXTH, SEVENTH AND NINTH CAUSES OF ACTION**

- 19           1. For damages according to proof at the time of trial or entry of judgment, plus interest at the  
20           legal rate until judgment is entered.

21     **ON THE FOURTH CAUSE OF ACTION**

- 22           1. For restitution of all funds acquired by Defendants that belong to Plaintiff, and  
23           disgorgement of all profits Defendants' obtained by Defendants' unlawful, unfair, and  
24           fraudulent business practices; and
- 25           2. For an order requiring Defendants to show cause, if any they have, why they should not be  
26           enjoined pursuant to the injunctive relief set forth below, during the pendency of this action.

27     ///

28     ///

1 **ON THE EIGHTH CAUSE OF ACTION**

- 2 1. For damages according to proof at trial, plus interest at the legal rate until judgment is  
3 entered;  
4 2. For restitution in amounts to be proven at trial; and  
5 3. For punitive and exemplary damages.

6 **ON THE TENTH CAUSE OF ACTION**

- 7 1. That Defendants be required to provide Plaintiff a written accounting to account to Plaintiff  
8 for all sums of money withheld or misappropriated from Plaintiff, all interest and profits  
9 derived from the investment of such money, and all assets purchased therewith.

10 **ON THE ELEVENTH CAUSE OF ACTION**

- 11 1. For a judicial determination that Defendants are obligated to pay to Plaintiff all funds in  
12 Defendants' possession, custody, and control that Defendants have received for the use and  
13 benefit of Plaintiff.

14 **ON ALL CAUSES OF ACTION**

- 15 1. For a temporary restraining order, a preliminary injunction, and a permanent injunction: (i)  
16 compelling Defendants to immediately release the seized funds into Plaintiff's merchant  
17 account for Plaintiff to access and withdraw without restrictions, (ii) enjoining Defendants,  
18 its officers, employees, partners, associates, agents, successors, assigns, or any persons  
19 acting on Defendants' behalf from further withholding from Plaintiff any of Plaintiff's  
20 payments or funds processed through Square that belong to Plaintiff, or otherwise  
21 interfering with Plaintiff's ability to access any amount of the funds that belong to Plaintiff  
22 in Defendants' possession, custody or control, other than any fees due and payable from  
23 Plaintiff to Defendants, (iii) prohibiting Defendants its officers, employees, partners,  
24 associates, agents, successors, assigns, or any persons acting on Defendants' behalf from  
25 reporting Plaintiff to MATCH or any other TMF reporting agency for any reason, including,  
26 but not limited to, as a failed or terminated merchant credit card account or an account  
27 suspected of fraudulent activity, or otherwise take any steps that could result in Plaintiff  
28 being "black listed" within the industry or being barred from obtaining merchant credit card

1 processing, and (iv) prohibit Defendants from disparaging Plaintiff in any form, whether  
2 orally or in writing, to any person, company, or entity, whether by mail, email, facsimile,  
3 or on the internet;

- 4 2. For costs of suit, including reasonable attorneys' fees as provided by contract, law or statute;  
5 3. For prejudgment interest; and  
6 4. For such other and further relief which the Court deems just and proper.

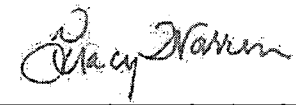
7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, Mon Ethos Pro Consulting, LLC hereby demands a trial by jury on all issues so  
9 triable.

10 DATED: May 8, 2020

11 BUCHALTER  
A Professional Corporation

12  
13 By: \_\_\_\_\_



14 TRACY A. WARREN  
15 BRANDON M. CARR  
16 MICHAEL J. WORTH  
Attorneys for Plaintiff  
MON ETHOS PRO CONSULTING, LLC

# EXHIBIT A

**From:** Square Account Services <[noreply@help-messaging.squareup.com](mailto:noreply@help-messaging.squareup.com)>  
**Date:** April 23, 2020 at 1:31:29 PM AST  
**To:** [david@monethos.com](mailto:david@monethos.com)  
**Subject:** Reserve applied on your account



Hi David,

We realize this is a challenging time for many business owners, and we remain committed to supporting you.

Like other payment processors, we periodically review your sales to assess the risk of payment disputes. In a recent review of your account, we determined that we have to hold a portion of your transfer in a **reserve balance**. As of today, 30% of each transaction on your Square account will be stored in your reserve balance, and it will be released 120 after the original transaction date.

**What is the function of a reserve?**

This reserve is a percentage of your processing volume that is set aside for a specific period of time to protect you and Square from unexpected loss events.

**How do we make this decision?**

We apply a reserve based on several different factors, including but not limited to:

- Goods or services that may be more prone to receiving payment disputes
- Length of time you've been processing payments with Square

- Business documents we may have on file

- 

**How does this affect my business?**

This does not affect your ability to accept payments in any way. Your reserve balance exists as added protection in the event you receive a payment dispute from a customer and there aren't enough funds in your linked bank account and available Square balance. That's when the reserve balance is there to help.

**Where can I learn more?**

You can find more information along with the current balance of your reserve in your Reserve Report.

**Can my reserve change at any point?**

We'll keep an eye on your account and conduct periodic reviews to determine if your reserve should be modified or removed entirely. Of course, we will always notify you of any changes. And you can also find more detail in our Terms of Service.

Sincerely,

Square Account Services

© 2020 SQUARE, INC.

1455 MARKET STREET, SUITE 600, SAN FRANCISCO, CA 94103



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

Tracy A. Warren (SBN: 228013) | Brandon M. Carr (SBN: 280959)  
 Buchalter, A Professional Corporation  
 55 Second Street, Suite 1700  
 San Francisco, CA 94105

TELEPHONE NO.: (415) 227-0900

FAX NO.: (415) 227-0770

ATTORNEY FOR (Name): Plaintiff, Most Ethos Pro Consulting, LLC

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

STREET ADDRESS: 400 McAllister Street

MAILING ADDRESS: 400 McAllister Street

CITY AND ZIP CODE: San Francisco, CA 94102-4515

BRANCH NAME: Civic Center Courthouse

CASE NAME: Mon Ethos Pro Consulting, LLC v. Square Capital, LLC, et al.

FOR COURT USE ONLY

**FILED**  
**SUPERIOR COURT**  
**COUNTY OF SAN FRANCISCO**

MAY 11 2020

CLERK OF THE COURT

BY:   
**ANGELICA SUNGA** Deputy Clerk

CASE NUMBER:

CGC-20-584409

JUDGE:

DEPT:

## CIVIL CASE COVER SHEET

- ☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

## Complex Case Designation

- ☐ **Counter** ☐ **Joinder**

Filed with first appearance by defendant  
 (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

## Auto Tort

- ☐ Auto (22)  
☐ Uninsured motorist (46)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- ☐ Asbestos (04)  
☐ Product liability (24)  
☐ Medical malpractice (45)  
☐ Other PI/PD/WD (23)

## Non-PI/PD/WD (Other) Tort

- ☒ Business tort/unfair business practice (07)  
☐ Civil rights (08)  
☐ Defamation (13)  
☐ Fraud (16)  
☐ Intellectual property (19)  
☐ Professional negligence (25)  
☐ Other non-PI/PD/WD tort (35)

## Employment

- ☐ Wrongful termination (36)  
☐ Other employment (15)

## Contract

- ☐ Breach of contract/warranty (06)  
☐ Rule 3.740 collections (09)  
☐ Other collections (09)  
☐ Insurance coverage (18)  
☐ Other contract (37)

## Real Property

- ☐ Eminent domain/Inverse condemnation (14)  
☐ Wrongful eviction (33)  
☐ Other real property (26)

## Unlawful Detainer

- ☐ Commercial (31)  
☐ Residential (32)  
☐ Drugs (38)

## Judicial Review

- ☐ Asset forfeiture (05)  
☐ Petition re: arbitration award (11)  
☐ Writ of mandate (02)  
☐ Other judicial review (39)

Provisionally Complex Civil Litigation  
(Cal. Rules of Court, rules 3.400–3.403)

- ☐ Antitrust/Trade regulation (03)  
☐ Construction defect (10)  
☐ Mass tort (40)  
☐ Securities litigation (28)  
☐ Environmental/Toxic tort (30)  
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

## Enforcement of Judgment

- ☐ Enforcement of judgment (20)

## Miscellaneous Civil Complaint

- ☐ RICO (27)  
☐ Other complaint (not specified above) (42)

## Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)  
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses  
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court  
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 11

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 8, 2020

Tracy A. Warren

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**BY FAX**

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36) Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition