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

10 THE ADVENTURE CHALLENGE, LLC, a ) Case No.: **30-2020-01152187-CU-BC-CJC**  
California limited liability company; ) Judge: *Assigned to for all purposes:*  
11 ) Date Filed: **Judge Robert J. Moss**

12 Plaintiff,

) **COMPLAINT**

13  
14 v.

- ) 1. Breach of Contract  
) 2. Fraudulent Inducement

15 BRETT BARTLETT, an individual;  
16 CONCEPT MANAGEMENT COMPANY,  
an unknown business entity; and DOES 1  
17 through 10 inclusive;

18 Defendants.

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CORONA, CALIFORNIA 92883

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**COMPLAINT**

(Concept Management Company v. Bartlett, et. al.)

1 **PLAINTIFF HEREIN ALLEGES THAT:**

2 **I. INTRODUCTION**

3 “Never allow a crisis to go to waste.” – Rahm Emanuel. Although perhaps intended as a  
4 call for future preparedness, the defendants in this case have pursued an opportunistic scheme  
5 that speaks to the worst of human nature. While the world faces a national pandemic full of death  
6 and great loss, the defendants convinced the plaintiff to provide one million dollars in “needed  
7 funding” to assist them in providing critical supplies to protect individuals from a deadly virus.  
8 Sadly, the true purpose of the funds was to enrich the defendants, without regard for the plaintiff.  
9 The claims in this case are intended to right a wrong and punish the deplorable conduct of  
10 defendants.

11 **II. PARTIES**

- 12 1. Plaintiff THE ADVENTURE CHALLENGE, LLC (“Plaintiff”), is a limited liability  
13 company, organized in the state of California, located in Redding, California.
- 14 2. Defendant BRETT BARTLETT (“Bartlett”), is an individual residing in the county of  
15 Orange in the state of California.
- 16 3. Defendant CONCEPT MANAGEMENT COMPANY (“CMC”), is a business entity,  
17 with a principal address of 4885 Main Street, Yorba Linda, California 92886.
- 18 4. The true names or capacities, whether individual, corporate, associate, or otherwise of  
19 Defendants, DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues  
20 said Defendants by such fictitious names and capacities and will amend its Complaint to  
21 show their true names and capacities when the same have been ascertained.
- 22 5. At all times herein mentioned, Defendants and each DOE defendant was the agent or  
23 employee of each and all of the other defendants and was acting within the course and  
24 scope of such agency or employment.

25 **III. FACTUAL ALLEGATIONS**

- 26 6. According to CMC’s website (<https://ilovecmc.com>), Bartlett serves as the president of  
27 CMC. The CMC website prominently features at the top, “Announcement How we’re  
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responding to COVID-19”. The announcement claims that CMC is engaged in the creation of masks in response to the pandemic now facing the world. They claim to be producing approximately masks per day. A true and correct copy of this announcement from their website is attached hereto and marked as “Exhibit A”.

- 7. Plaintiff is a single member limited liability company, owned and managed by Bryant Ellis (“Ellis”).
- 8. In or about May of 2020, Bartlett approached Ellis with a business proposition. Bartlett claimed that he needed immediate capital to fund the production and delivery of inventory, such as face masks, related to the COVID-19 pandemic.
- 9. On May 6, 2020, Bartlett and CMC signed a Promissory Note in favor of Plaintiff, as more fully set forth herein. On the same day, Plaintiff sent a wire of \$1,000,000.00 to CMC. Bartlett and CMC have not repaid the money as agreed.
- 10. Plaintiff seeks recovery for breach of contract and fraudulent inducement as more fully set forth below.

**FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Breach of Contract)**

- 11. Plaintiff herein incorporates all previous alleged allegations as though fully set forth herein.
- 12. On May 6, 2020, Bartlett and Plaintiff executed a document entitled “CONCEPT MANAGEMENT COMPANY BRETT BARTLETT PROMISSORY NOTE” (the “Agreement”). A true and correct copy of the Agreement is attached hereto and marked as “Exhibit B”.
- 13. The Agreement provided that, in exchange for One Million Dollars (\$1,000,000.00) from Plaintiff, CMC and Bartlett would pay One Million One Hundred Thousand Dollars (\$1,100,000.00) on May 28, 2020.
- 14. The Agreement also provided that the principal amount would accrue interest at a rate of 10%.

- 1 15. The Agreement provided that if Bartlett or CMC did not pay the amount due by May 28,  
2 2020, a penalty fee of an additional “25% interest rate” would be added. Plaintiff alleges  
3 this penalty fee and the interest rate of 10% were per annum.
- 4 16. The Agreement provided that if a lawsuit was brought, the prevailing party would be  
5 entitled to reasonable attorneys’ fees.
- 6 17. CMC and Bartlett breached the Agreement because they have failed to pay the amount  
7 due as agreed. CMC and Bartlett have not paid any amount owed to Plaintiff under the  
8 Agreement.
- 9 18. Plaintiff performed all obligations required of him by the Agreement. Specifically,  
10 Plaintiff wired One Million Dollars (\$1,000,000.00) to CMC on May 6, 2020.
- 11 19. CMC and Bartlett have not been excused from performing any obligations as required  
12 under the Agreement.
- 13 20. Plaintiff has been damaged as a result of CMC and Bartlett’s breach in that Plaintiff gave  
14 money to CMC and Bartlett with the expectation of a prompt return and interest, and has  
15 thus far received nothing.
- 16 21. Wherefore, Plaintiff prays for relief as more fully set forth below.

17 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
18 **(Fraudulent Inducement)**

- 19 22. Plaintiff herein incorporates all previous alleged allegations as though fully set forth  
20 herein.
- 21 23. Bartlett represented to Plaintiff prior to entering into the Agreement, that CMC had  
22 existing orders for face masks and related equipment that was in high demand as a result  
23 of the pandemic, and needed funding in order to satisfy existing orders.
- 24 24. CMC’s website furthers these representations by claiming to have customers including  
25 “Secret Service, FAA, US Air Force, US Navy, Boeing, National Park Service, Baxter,  
26 and many others...”
- 27 25. The truth is that Bartlett and CMC did not have existing purchase orders or accounts  
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receivables that would be used to repay Plaintiff.

26. Bartlett and CMC knowingly and intentionally used a national pandemic, responsible for the death of an increasingly number of people, and cause of great fear among many, to lure Plaintiff into giving a million dollars to Bartlett and CMC. These false promises of quick returns, coupled with the opportunity to assist getting much needed equipment to those in need, induced Plaintiff into conveying a substantial amount of money to Bartlett and CMC.

27. Bartlett and CMC had no intention of using Plaintiff's money for the purpose they described, and instead intended to, and did, use the money to enrich themselves.

28. Given Bartlett and CMC's published claims on their website, and touted prior experience, it was reasonable for Plaintiff to rely on the false promises made by Bartlett.

29. Plaintiff has suffered damages as a result of the present loss of One Million Dollars.

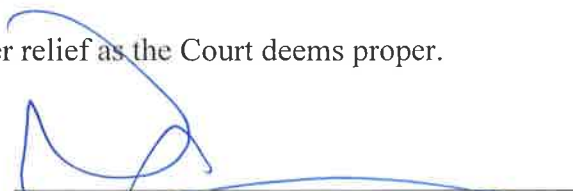
30. Wherefore, Plaintiff prays for damages as though more fully set forth herein.

**IV. PRAYERS FOR RELIEF**

**PLAINTIFF PRAYS FOR JUDGMENT AGAINST DEFENDANTS AS FOLLOWS:**

1. For actual damages caused by Defendants breach of the Agreement described herein, according to proof, but in no event less than One Million Dollars;
2. For prejudgment interest calculated at the rate of 35% as provided for in the Agreement;
3. For punitive damages in an amount to be determined at trial;
4. For all costs of suit herein incurred, including attorney's fees, which will be shown according to proof; and
5. Such other and further relief as the Court deems proper.

7-15-20  
Date

  
Nathan Fransen, Attorney for Plaintiff

**EXHIBIT A**

# How we're responding to COVID-19

## Disaster Relief Essentials

Since CMC has significant experience getting products directly to consumers, we took what we are best at, and served the community by getting disaster relief essentials to

Announcement [How we're responding to COVID-19](#)



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profitably serve, so we set up the whole supply chain to be sure there was quality product and good customer service.

At the early stage of the pandemic, CMC quickly put our pick and pack warehouse in Champaign, IL into production sewing masks. They needed to be quick to make, comfortable, have the ability to add a filter, and attractive, yet simple and practical. We set up a website called [familyfacemasks.com](#), and within the first few days, sold

hundreds of thousands, and by the weekend, consumers were asking for millions. First, we set aside 10,000 masks where people could request them to be given, then allowed people to sponsor groups that we could send masks to for them. CMC sent out a million face masks in the first week, and have continued to ramp up production to approximately a million a day by the third week, and continue to ramp, as the need increases, especially when people need to go back to work. CMC has access to many additional sources of disaster relief essentials, including sanitizer, CV19 tests, and new block and kills masks that are revolutionary, products to kill germs in the marketplace, etc.

### **Americans for Americans**

We are starting up a program that creates jobs, where seamstresses can work from home, making 2000 masks at a time, to send out to some of our volume customers. We hope to expand this as long as the need continues to grow.

### **Bulk Orders**

Getting masks in bulk quantities has gotten harder and harder. So, we are growing to 10 warehouses, and have had customers such as the Secret Service, FAA, US Air Force, US Navy, Boeing, National Park Service, Baxter, and many others obtain masks in large quantities, so they can keep their people safer in the public. This is a challenging environment to grow, but one step at a time, we are doing our part.



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**EXHIBIT B**

# CONCEPT MANAGEMENT COMPANY

## BRETT BARTLETT

### PROMISSORY NOTE

On the 7th day of MAY, 2020 hereinafter known as the "Start Date", CONCEPT MANAGEMENT COMPANY of 4881 MAIN STREET YORBA LINDA CALIFORNIA 92886 and Brett Bartlett of 4805 VIA AMANTE YORBA LINDA CALIFORNIA hereinafter known as the "Borrower", has received and promises to payback The Adventure Challenge LLC hereinafter known as the "Lender", the principal sum of \$1,000,000 US Dollars with interest accruing on the unpaid balance at a rate of 10% percent (%) hereinafter known as the "Borrowed Money", beginning as of the Start Date in the manner as follows: All borrowed funds will be used towards validated account receivables to purchase inventory. Brett Bartlett personally guarantees this note and is liable upon default. Brett Bartlett's liability is not dischargeable under bankruptcy.

**1. PAYMENTS:** The full balance of this Note, including all accrued interest and late fees, is due and payable on the 28th day of May, 2020, hereinafter known as the "Due Date". The lender is collateralized by accounts receivable.

**LUMP SUM** – Borrower shall pay a lump sum to be made in-full, principal and interest included, of (\$1,100,000) by the Due Date.

**2. INTEREST DUE IN THE EVENT OF DEFAULT:** In the event the Borrower fails to pay the note in-full on the Due Date the Borrower will be penalized with an additional 25% interest rate.

**3. ALLOCATION OF PAYMENTS:** Payments shall be first credited any late fees due, then to interest due and any remainder will be credited to principal.

**4. PREPAYMENT:** Borrower may pre-pay this Note without penalty but interest due is a flat percentage and no discount on interest owed will be given.

**5. ACCELERATION:** If the Borrower is in default under this Note or is in default under another provision of this Note, and such default is not cured within the minimum allotted time by law after written notice of such default, then Lender may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable.

**6. ATTORNEYS' FEES AND COSTS:** Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its

reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party. Situs will be in Shasta County, Redding, California.

**7. NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

**8. SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**9. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.


**10. CONFLICTING TERMS:** The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

**11. NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

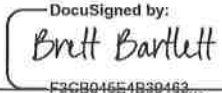
**12. EXECUTION:** The Borrower executes this Note as a principal and not as a surety. If there is a Co-Signer, the Borrower and Co-Signer shall be jointly and severally liable under this Note.

**13. GOVERNING LAW:** This note shall be governed under the laws in the State of CALIFORNIA.

**14. SIGNATURE AREA**

**Lender's Signature**  DocuSigned by:  
6FF0B973E1D7453... Date 5/6/2020

Print Name Bryant Ellis

**Borrower's Signature**  DocuSigned by:  
F3CB045E4B39463... Date 5/6/2020

Print Name Brett Bartlett