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6 Attorneys for Plaintiff  
PHIL KUEBER

FILED  
2013 JUL 26 PM 2:30  
CLERK OF DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

11 PHIL KUEBER, an individual,  
12 Plaintiff,  
13 vs.  
14 BIZDRIVE ASSET MANAGEMENT,  
15 INC., a Canadian corporation;  
16 BIZDRIVE USA, INC., a Nevada  
17 corporation; and DOES 1-10, Inclusive,  
Defendants.

Case No. SACV13 - 01127 DDP (JEMx)  
**COMPLAINT FOR DAMAGES  
BASED ON BREACH OF  
WRITTEN PROMISSORY  
NOTE/CONVERTIBLE  
DEBENTURE NOTE AND  
COMMON COUNT FOR MONEY  
LENT**

18 Plaintiff PHIL KUEBER (hereinafter, "Plaintiff" or "Kueber") hereby  
19 complains and alleges against Defendant BIZDRIVE ASSET MANAGEMENT,  
20 INC. (hereinafter, "Bizdrive") and Defendant BIZDRIVE USA, INC. (hereinafter,  
21 "Bizdrive USA") (hereinafter, collectively, "the Bizdrive Entities") and Defendants  
22 DOES 1-10, inclusive, as follows:

23 **JURISDICTION**

24 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C.  
25 § 1332(a) in that there is a complete diversity of citizenship between the parties and  
26 the amount in controversy exceeds \$75,000.

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28 ///

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**VENUE**

2. Venue is proper in the United States District Court for the Central District of California, Southern Division, pursuant to 28 U.S.C. § 1391(b)-(c) because the Bizdrive Entities conduct business within this judicial district, and are otherwise subject to the Court’s personal jurisdiction within this judicial district. Moreover, Plaintiff is informed and believes, and on that basis alleges, that the Bizdrive Entities hold themselves out as having their “Headquarters” and/or principal addresses in Huntington Beach, California and/or Newport Beach, California.

**THE PARTIES**

3. Plaintiff Phil Kueber is, and at all times herein mentioned was, an individual doing business in Orange County, California, both with and without the Central District of California.

4. Prior to the filing of this action, for valuable consideration, Anvil International, Ltd., located in Belize City, Belize, assigned all rights and title arising to the claims asserted in this lawsuit to Plaintiff for purposes of collection. For purposes of this Complaint, Anvil International, Ltd. will hereinafter be referred to as “Plaintiff’s Assignor”.

5. Plaintiff is informed and believes, and on that basis alleges, that Defendant Bizdrive is, and at all times herein mentioned was, a corporation organized and existing under the laws of Canada and doing business in California, including within this judicial district.

**GENERAL ALLEGATIONS**

6. Plaintiff is informed and believes, and on that basis alleges, that, at all times mentioned herein, Bizdrive was and is a company in the business of assisting connections between buyers and sellers of certain local services (similar to Angie’s List). Per Bizdrive’s interactive website ([www.bizdrive.biz](http://www.bizdrive.biz)), “Bizdrive operates a technology platform for buyers and sellers to connect and do e-commerce and e-business.” Bizdrive touts itself as “ideal for any small business that *sells local*

1 *services*. Bizdrive provides a complete and easy online business solution for a small  
2 businesses [sic].” (Original emphasis.) Bizdrive further markets its business as being  
3 “designed to be easy to buy from – whether you are a consumer buying yard care or a  
4 large construction firm procuring labor services from tradesmen after a structured  
5 RFP on our system. It’s easy to sell from, too. Whether you are a dog walker,  
6 accountant, engineer, or construction services firm with 10 trades people whose time  
7 and services are begin [sic] sold and managed through the business.”

8 7. Plaintiff is informed and believes, and on that basis alleges, that  
9 Defendant Bizdrive USA is, and at all times herein mentioned was, a corporation  
10 organized and existing under the laws of the State of Nevada and conducting business  
11 in California, including within this judicial district.

12 8. Plaintiff is informed and believes, and on that basis alleges, that there is  
13 a unity of interest and ownership between the Bizdrive Entities, such that any  
14 individuality and separateness between them never existed or has ceased, and that the  
15 Bizdrive Entities are alter egos of one another in that:

- 16 (a) Bizdrive USA was conceived, intended and/or used by Bizdrive as  
17 a device for the purpose of substituting a financially insolvent  
18 entity in the place of Bizdrive to avoid liability;
- 19 (b) Bizdrive dominated and controlled the finances of Bizdrive USA  
20 and treated Bizdrive USA’s finances as its own;
- 21 (c) Bizdrive used the corporate form of Bizdrive USA for its own  
22 purposes as though it was its own, and did not follow the  
23 corporate formalities; and
- 24 (d) Adherence to the fiction of the separate existence of Bizdrive  
25 USA as an entity distinct from Bizdrive would permit an abuse of  
26 the corporate privilege and would sanction fraud.

27 9. Plaintiff is informed and believes, and on that basis alleges, that DOES  
28 1-10, inclusive, are in some way responsible for the damages of Plaintiff complained

1 of in this Complaint. Plaintiff is currently unaware of the true names or capacities,  
2 whether individual, corporate, associate or otherwise of the defendants sued herein as  
3 DOES 1-10, inclusive, and therefore sues these defendants by such fictitious names.  
4 Plaintiff will amend this complaint to show the true names and capacities of the  
5 fictitiously named DOE defendants when Plaintiff ascertains same.

6 **FIRST CAUSE OF ACTION**

7 **(For Damages Based on Breach of Written Promissory Note Against all**  
8 **Defendants)**

9 10. Plaintiff incorporates by this reference the allegations in paragraphs 1  
10 through 9, above.

11 11. Plaintiff is informed and believes, and on that basis alleges, that on or  
12 about April 3, 2013, Plaintiff's Assignor and Bizdrive entered into a written  
13 Promissory Note/Convertible Debenture Note (hereinafter, "the Note Instrument")  
14 for the principal sum of \$200,000.00 US. A full and correct copy of the Note  
15 Instrument is attached hereto as **Exhibit "A"** and by this reference is incorporated  
16 herein.

17 12. Plaintiff is informed and believes, and on that basis alleges, that pursuant  
18 to the Note Instrument, Plaintiff's Assignor loaned the principal sum of \$200,000.00  
19 US to Bizdrive. The terms of the Note Instrument called for interest to accrue at a  
20 rate of 5% per annum, and that any unpaid principal was to be convertible into  
21 preferred shares of Bizdrive USA on or by July 1, 2013. The interest accrued up to  
22 the date of conversion would be waived upon the conversion of the Note Instrument  
23 into preferred shares of Bizdrive USA. The Note Instrument further states: "If any  
24 payment obligation under this Note is not paid when due, the remaining unpaid  
25 principal balance and any accrued interest shall become due immediately at the  
26 option of [Plaintiff's Assignor]."

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1 them, at their instance and request.

2 19. No part of the sum loaned has been repaid, although payment has been  
3 demanded, leaving the balance due, owing, and unpaid to Plaintiff in the amount of  
4 \$200,000 plus interest at the rate called for in the Note Instrument, or at the legal rate  
5 (whichever the Court deems appropriate), from and after July 1, 2013, costs, and  
6 attorneys' fees.


7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment as follows:

- 9 1. For damages according to proof;  
10 2. For Plaintiff's attorneys' fees;  
11 3. For Plaintiff's costs, including costs of collection and costs of suit  
12 herein;  
13 4. For pre-judgment interest at the rate called for in the Note Instrument  
14 or at the legal rate, whichever the Court deems appropriate; and  
15 5. For post-judgment interest at the legal rate; and  
16 6. For such other and further relief that the Court deems just and proper.

17  
18 DATED: July 26, 2013

FREEMAN, FREEMAN & SMILEY, LLP

19  
20  
21 By: 

22 STEVEN E. YOUNG  
23 ARASH BERL  
24 Attorneys for Plaintiff  
25 PHIL KUEBER  
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EXHIBIT "A"

**PROMISSORY NOTE  
CONVERTIBLE DEBENTURE NOTE**

**\$200,000.00 US**      **Date: April 3, 2013**

For value received, the undersigned Bizdrive Asset Management Inc. (the "Borrower"), at Suite 1708, 177 Redpath Ave., Toronto, ON, Canada, M4P 2W3, Toronto, Ontario, CANADA, promises to pay to the order of Anvil International, Ltd. (the "Lender"), at The Matalon, Suite 404, Coney Drive, Belize City, Belize (or at such other place as the Lender may designate in writing) the sum of \$200,000.00 US with interest from April 1, 2013, on the unpaid principal at the rate of 5% per annum. The interest accrued up to date of conversion will be waived upon the conversion of the note into shares in Bizdrive USA Inc, a new company being established in the State of Nevada.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5% annually until paid.

The unpaid principal shall be CONVERTIBLE into Preferred Shares of Bizdrive USA Inc. on July 1, 2013 or earlier, (the "Due Date"), at which time the remaining unpaid principal shall be fully converted into the Bizdrive USA Inc. shares.

Borrower shall complete any transfer agent instructions with Gold Medallion signature guarantee(s) or other evidence of transfer and assignment from the Borrower to the Lender, if Borrower shall Default, or this Note shall come due and payable. Should Borrower fail to assign and transfer the share certificate, pledged herein as collateral for this Note, Lender may require that the issuer, cancel the pledged certificate through its transfer agent and issue and new certificate in the name of the Lender or Lender's assignee.

Any and all payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.



**This is not an offer to buy or sell securities pursuant to the rules and regulations of the securities and exchange act of 1933, 1944.**

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 3) the application for the appointment of a receiver for the Borrower;
- 4) the making of a general assignment for the benefit of the Borrower's creditors;
- 5) the insolvency of the Borrower;
- 6) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This Note shall be construed in accordance with the laws of the State of Nevada.

Signed this 3rd day of April, 2013, by;

Borrower:  
Bizdrive Asset Management, Inc.

By:   
Tracey DeLeeuw, CEO

Date: April 3, 2013

Lender  
Anvil International, I,td.

By:   
Aaliyah Whittaker, President

Date: April 3, 2013

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Dean D. Pregerson and the assigned discovery Magistrate Judge is John E. McDermott.

The case number on all documents filed with the Court should read as follows:

**SACV13 - 1127 DDP (JEMx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

**Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

**Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

**Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Steven E. Young (SBN 63278)  
Arash Beral (SBN 245219)  
FREEMAN FREEMAN & SMILEY, LLP  
1888 Century Park East, Suite 1900  
Los Angeles, California 90067  
Telephone: (310) 255-6100  
Facsimile: (310) 255-6200  
E-mail: steven.young@ffslaw.com  
Plaintiff PHIL KUEBER

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PHIL KUEBER, an individual

PLAINTIFF(S)

v.

BIZDRIVE ASSET MANAGEMENT, INC., a  
Canadian corporation; BIZDRIVE USA, INC., a  
Nevada corporation; and DOES 1-10, Inclusive,

DEFENDANT(S).

CASE NUMBER

**SACV13 - 01127 DDP (JEMx)**

**SUMMONS**

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached  complaint  \_\_\_\_\_ amended complaint  counterclaim  cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Steven E. Young, whose address is Freeman, Freeman & Smiley, LLP, 1888 Century Park East, Suite 1900, Los Angeles, CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: \_\_\_\_\_

**JUL 26 2013**

Clerk, U.S. District Court

By: **DODJIE LAGMAN**

Deputy Clerk



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**I. (a) PLAINTIFFS** ( Check box if you are representing yourself  )  
PHIL KUEBER, an individual

**DEFENDANTS** ( Check box if you are representing yourself  )  
BIZDRIVE ASSET MANAGEMENT, INC., a Canadian corporation; BIZDRIVE USA, INC., a Nevada corporation; and DOES 1-10, Inclusive,

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  
Steven E. Young (SBN 63278)  
Arash Beral (SBN 245219)  
FREEMAN FREEMAN & SMILEY, LLP  
1888 Century Park East, Suite 1900  
Los Angeles, California 90067  
Telephone: (310) 255-6100

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

1. U.S. Government Plaintiff  
 2. U.S. Government Defendant  
 3. Federal Question (U.S. Government Not a Party)  
 4. Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only**  
(Place an X in one box for plaintiff and one for defendant)

- |   |                                       |                                       |   |                                       |                                       |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
|   | <b>PTF</b>                            | <b>DEF</b>                            |   | <b>PTF</b>                            | <b>DEF</b>                            |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business in this State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input checked="" type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. ORIGIN** (Place an X in one box only.)

1. Original Proceeding  
 2. Removed from State Court  
 3. Remanded from Appellate Court  
 4. Reinstated or Reopened  
 5. Transferred from Another District (Specify)  
 6. Multi-District Litigation

**V. REQUESTED IN COMPLAINT: JURY DEMAND:**  Yes  No (Check "Yes" only if demanded in complaint.)

**CLASS ACTION** under F.R.Cv.P. 23:  Yes  No  
**MONEY DEMANDED IN COMPLAINT:** 200,000 plus interest, attorney's fees and costs \$

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
Breach of Written Promissory Note/Convertible Debenture Note and Common Count for Money Lent

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> Habeas Corpus: 463 Alien Detainee	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b>	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	<b>TORTS</b>	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 535 Death Penalty	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> Other: 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	<b>BANKRUPTCY</b>	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 890 Other Statutory Actions	<input checked="" type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	<b>CIVIL RIGHTS</b>	<b>LABOR</b>	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<b>REAL PROPERTY</b>	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 751 Family and Medical Leave Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 444 American with Disabilities-Employment	<input type="checkbox"/> 790 Other Labor Litigation	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	
		<input type="checkbox"/> 448 Education			

SACV13-01127-DDP (JEMx)

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING PAGE 1 OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED ON PAGE 2.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case?  NO  YES

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply)  A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

<b>County in this District:*</b>	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

<b>County in this District:*</b>	California County outside of this District; State, if other than California; or Foreign Country
Nevada - Bizdrive USA, Inc.	Canada - Bizdrive Asset Management, Inc.

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.  
**NOTE: In land condemnation cases, use the location of the tract of land involved.**

<b>County in this District:*</b>	California County outside of this District; State, if other than California; or Foreign Country
Nevada - Bizdrive USA, Inc.	Canada - Bizdrive Asset Management, Inc.

\*Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties  
**Note:** In land condemnation cases, use the location of the tract of land involved

**X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT):** \_\_\_\_\_ DATE: July 26, 2013  
  
**STEVEN E. YOUNG**

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).  
 Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))