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Attorney for Plaintiffs

**Kevin Grimes and K.N.G. Product**

**Center Corp.**

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

KEVIN GRIMES, an individual; K.N.G.  
PRODUCT CENTER CORP., a California  
corporation;

Plaintiff,

v.

YUIN KIM, an individual; PSP AIRPORT  
LP, a Delaware limited partnership; YKPS  
AIRPORT INC., a Delaware corporation;  
YKSP AIRPORT INC., an unknown entity  
type; 1955687 ALBERTA LTD., an Alberta  
corporation; FINANCE ALBERTA LTD., an  
Alberta corporation; and DOES 1 through  
100;

Defendants.

Case No.:

**COMPLAINT FOR:**

- 1. FRAUD;**
- 2. NEGLIGENT  
MISREPRESENTATION;**
- 3. CONCEALMENT;**
- 4. VIOLATIONS OF *CORP. CODE* §  
25401;**
- 5. IMPOSITION OF EQUITABLE  
LIEN;**
- 6. BREACH OF PROMISSORY  
NOTE;**
- 7. BREACH OF COVENANT OF  
GOOD FAITH AND FAIR  
DEALING;**
- 8. COMMON COUNTS; and**
- 9. SPECIFIC PERFORMANCE.**

*Unlimited Complaint*

Plaintiffs KEVIN GRIMES (“GRIMES”), an individual, and K.N.G. PRODUCT  
CENTER CORP. (“KNG”), a California corporation, hereby file this Complaint and

1 allege as follows:

2 **PARTIES**

3 1. Plaintiff KEVIN GRIMES is, and at all times herein mentioned was, an  
individual residing in the City of Yorba Linda, County of Orange, State of California.

4 2. Plaintiff K.N.G. PRODUCT CENTER CORP. is, and at all times herein  
5 mentioned was, a California corporation with its principal place of business in the City of  
Yorba Linda, County of Orange, State of California.

6 3. Defendant YUIN KIM (“KIM”) is, and at all times herein mentioned was,  
7 an individual doing business in the City of Palm Springs, County of Riverside, State of  
8 California.

9 4. Defendant PSP AIRPORT LP, is, and at all times herein mentioned was, a  
Delaware limited partnership doing business in the City of Palm Springs, County of  
10 Riverside, State of California.

11 5. Defendant YKPS AIRPORT INC., is, and at all times herein mentioned  
12 was, a Delaware corporation doing business in the City of Palm Springs, County of  
Riverside, State of California.

13 6. Defendant YKSP AIRPORT INC., is, and at all times herein mentioned  
14 was, an unknown entity type doing business in the City of Palm Springs, County of  
15 Riverside, State of California.

16 7. Defendant 1955687 ALBERTA LTD. (“195 LTD.”), is, and at all times  
herein mentioned was, an Alberta corporation doing business in the City of Palm Springs,  
17 County of Riverside, State of California. Plaintiffs are informed and believe and thereon  
18 allege that Defendant 195 LTD is also known as “1955687 AB, LTD.”

19 8. Defendant FINANCE ALBERTA LTD., is, and at all times herein  
mentioned was, an Alberta corporation doing business in the City of Palm Springs,  
20 County of Riverside, State of California.

21 9. Defendants DOES 1 through 100, inclusive, are sued herein under such  
fictitious names. Their true names and capacities are unknown to Plaintiffs. When their  
22 true names and capacities are ascertained, Plaintiffs will amend this Complaint by

1 inserting their true names and capacities. Plaintiffs are informed and believe and thereon  
2 allege that each of the fictitiously named defendants are responsible in some manner for  
3 the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were  
proximately caused by defendants' conduct.

4 10. Plaintiffs are informed and believe and thereon allege that at all times  
5 herein mentioned, each of the defendants herein, including DOES, were acting as the  
6 agents and employees of their co-defendants, and in doing the things hereinafter alleged  
7 were acting within the scope of their authority as such agents and employees, and with  
8 the permission and consent, either express or implied, of each of their  
co-cross-defendants.

9 11. In addition, Plaintiffs are informed and believe and thereon allege that  
10 Defendants are using the various entities herein (and others) in an elaborate shell game.  
11 That is, Plaintiffs are informed and believe and thereon allege that the entity Defendants  
12 have such a unity of interest with Defendant KIM such as to be Defendant KIM's alter  
13 ego, in that Defendant KIM is their controlling shareholder, member, or partner, that the  
14 entity Defendants are shell companies without sufficient capital or assets, that their  
15 identity and existence are not maintained separate and distinct from Defendant KIM, and  
16 that the entity Defendants are mere conduits for Defendant KIM. Plaintiffs are further  
informed and believe and thereon allege that allowing Defendant KIM to hide behind the  
limited liability shields of the entity Defendants would result in injustice or fraud on the  
Plaintiffs.

### 17 **JURISDICTION AND VENUE**

18 12. Plaintiffs are informed and believe and thereon allege that this Court has  
jurisdiction over this matter pursuant to *Code of Civil Procedure* sections 88 and 410.10.

19 13. Plaintiffs are informed and believe and thereon allege that venue is proper  
20 in this Court pursuant to *Code of Civil Procedure* section 395.

### 21 **INTRODUCTION**

22 14. Defendant KIM solicited and induced Plaintiffs to invest in a real estate  
project involving parking and vehicle storage adjacent to the Palm Springs International

1 Airport ("Airport").

2 15. Defendant KIM represented that the project was an excellent investment  
3 opportunity, and that Plaintiffs' investment in the project would be for equity ownership  
4 interest.

5 16. However, Defendant KIM no intention of involving Plaintiffs in that  
6 project. As a result, Defendant KIM defrauded Plaintiffs out of \$50,000.00. Plaintiffs  
7 have not been issued any ownership certificates, distributions, or dividends of any kind,  
8 and their investment has not been returned.

### 9 **BACKGROUND FACTS**

10 17. Defendant KIM is a real estate developer who lives in Canada. He has  
11 developments in Canada and he has since expanded into the Coachella Valley.

12 18. Plaintiff GRIMES has multiple real estate investments with, or otherwise  
13 organized by, Defendant KIM. Plaintiff GRIMES was introduced to Defenant KIM after  
14 Plaintiff GRIMES expressed to a mutual friend his interest in real estate investing.

15 19. Defendant KIM later reached out to Plaintiff GRIMES, asking how much  
16 he was willing to invest in real estate, informing Plaintiff GRIMES of several upcoming  
17 projects.

18 20. For example, Defendant KIM informed Plaintiff GRIMES that Defendant  
19 KIM had a project in which Defendant KIM was the only investor. On that basis,  
20 Defendant KIM indicated that the project would be a good fit.

21 21. Plaintiffs trusted Defendant KIM because of Defendant KIM's involvement  
22 with their mutual friend, with whom Defendant KIM had extensive investments.

23 22. For example, Plaintiffs agreed to invest approximately \$350,000.00 across  
24 two other projects: (1) the Westbrook Project (a residential project located in Calgary,  
25 Alberta), and (2) the Mission Project, a condominium project in Canada.

26 23. In or about February 2024, Plaintiff GRIMES filed suit against Defendant  
27 KIM and others over the Westbrook Project and the Mission Project. That litigation is  
28 currently pending in the Province of Alberta in Canada.

### **PROJECT CACTUS**

1           24. In or before July 2022, before Plaintiffs had reason to suspect Defendant  
2 KIM, Defendant KIM reached out to Plaintiff GRIMES to see if he had more money or  
3 knew of anyone looking to invest on another large project.

4           25. Defendant KIM pitched Plaintiff GRIMES hard on this investment,  
5 promising giant returns, and saying that Plaintiff GRIMES would miss out if he did not  
6 invest in the project.

7           26. This particular project involved purchasing approximately 10.5 acres of  
8 land ("Property", identified as assessor's parcel numbers 677-530-001 and 677-530-015).

9           27. The Property is adjacent to the Airport, and developing that land for  
10 parking and vehicle storage. The development included approximately 1,140 parking  
11 spaces (and, later, 2,200 parking spaces), mostly covered by 14-foot canopies. Those  
12 canopies would have solar panels supporting electrical vehicle charging, and potential for  
13 sale of surplus energy ("Project Cactus").

14           28. Defendant KIM represented to Plaintiffs that the solar panels would  
15 legitimize the classification of Project Cactus as a renewable energy source project,  
16 qualifying for commercial property assessed clean energy (C-PACE) funding (which  
17 would fund part of the completion value).

18           29. Based on Defendant KIM's representations, Plaintiffs decided to invest in  
19 Project Cactus. Defendant KIM asked for \$50,000.00 that Defendant KIM would convert  
20 into shares. Defendant KIM referred to Plaintiff GRIMES as a "partner," and represented  
21 that Plaintiff should expect three to four times his investment.

22           30. Defendant KIM began pressuring Plaintiff GRIMES to produce the funds.  
Plaintiff GRIMES was concerned that there was little time to complete due diligence, but  
was convinced by several reports, studies, and analyses ("Reports") showing feasibility  
and likely substantial returns.

          31. The Reports were produced at the request of Defendant FINANCE  
ALBERTA LTD, an entity owned and controlled by Defendant KIM. And Defendant  
KIM, through Defendant FINANCE ALBERTA LTD, provided the information relied  
upon by those producing the Reports.

1           32. On that basis, on or about July 15, 2022, Plaintiff GRIMES, on behalf of  
2 Plaintiff KNG, wrote a \$50,000.00 check directly to Defendant KIM.

3           33. In exchange, Defendant KIM provided Plaintiffs with a convertible  
4 promissory note (“Promissory Note”). A true and correct copy of that Promissory Note is  
5 attached hereto and incorporated herein as Exhibit “A.”

6           34. Defendant KIM made out the Promissory Note on behalf of a corporation  
7 owned by Defendant KIM: Defendant 195 LTD. The Promissory Note states “FOR  
8 VALUE RECEIVED,” with a face value of \$50,000.00 and accruing interest at a rate of  
9 6% per year beginning on August 31, 2022. The Promissory Note specifically references  
10 the Property by its APNs (“67-530-001” [sic] and “677-530-015”).

11           35. The Promissory Note states that it is convertible into limited partnership  
12 interest in a new entity (“New Buyer Entity”). The Promissory Note states that, upon  
13 transfer of the Property to the New Buyer Entity, the Promissory Note “shall  
14 automatically convert into a fully paid .167% limited partnership interest in the New  
15 Buyer Entity,” and that conversion is “automatic” “upon sale of units.”

16           36. However, now Defendant KIM claims that Plaintiff is not invested in  
17 Project Cactus.

18           37. The current owner of the Property is Defendant PSP AIRPORT LP, a  
19 California limited partnership whose general partner is identified as Defendant YKSP  
20 AIRPORT INC. Plaintiff has been unable to find any such entity, and suspects that this is  
21 a typographical error that should be Defendant YKPS AIRPORT INC., a Delaware  
22 corporation.

          38. According to Defendant PSP AIRPORT LP’s Certificate of Limited  
Partnership, Defendant PSP AIRPORT LP was formed on or about October 18, 2022,  
three months after Defendants KIM and 195 LTD executed the Promissory Note. A true  
and correct copy of Defendant PSP AIRPORT LP’s Certificate of Limited Partnership is  
attached hereto and incorporated herein as Exhibit “B,” and its Certificate of Registration  
in the state of California is attached hereto and incorporated herein as Exhibit “C.”

          39. On or about October 24, 2022, Defendant 195 LTD assigned its interest in

1 the Property to Defendant PSP AIRPORT LP. A true and correct copy of that assignment  
2 agreement is attached hereto and incorporated herein as Exhibit “D.”

3 40. According to the official records of the Riverside County Recorder, on or  
4 about February 27, 2023, the Property was transferred to Defendant PSP AIRPORT LP. A  
5 true and correct copy of the deed evidencing that transfer is attached hereto and  
6 incorporated herein as Exhibit “E.”

7 41. Per the terms of the Promissory Note, Plaintiffs are entitled to their 0.167%  
8 limited partnership interest. The Promissory Note further states that this may be  
9 redeemed at this time for \$75,000.00. As security for the New Buyer Entity’s obligation  
10 to redeem Plaintiffs’ interest, Plaintiffs are entitled to a further 0.33% limited partnership  
11 interest.

12 42. In short, Defendant KIM, through the entity Defendants, has perpetrated a  
13 fraud on Plaintiffs. Defendant KIM convinced Plaintiffs to transfer \$50,000.00 to  
14 Defendant 195 LTD in exchange for interest in Defendant PSP AIRPORT LP. Defendant  
15 KIM and Defendant 195 LTD never intended to transfer any interest to Plaintiffs. And  
16 since that time, Defendants have simply ignored the terms of the Promissory Note.

### 17 **FIRST CAUSE OF ACTION**

#### 18 **FRAUD**

19 **(Against KIM, 195 LTD, FINANCE ALBERTA LTD, and DOES 1 through 100)**

20 43. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
21 this Complaint as though fully set forth herein.

22 44. Defendant KIM, and through Defendant KIM, Defendants 195 LTD and  
FINANCE ALBERTA LTD, made the following representations to Plaintiffs:

a. That Plaintiffs would be entitled to an equity ownership interest in  
Defendants 195 LTD and PSP AIRPORT LP;

b. That Plaintiffs would obtain a return on investment exceeding three  
times their investment; and

c. That Defendants would convert the Promissory Note into ownership  
interest in Defendants 195 LTD and PSP AIRPORT LP.

1        45. Plaintiffs are informed and believe and thereon allege that Defendants' representations were false, and that Defendants knew that those representations were  
2 false at the time they were made. In the alternative, Defendants made the representations  
3 recklessly and without regard for their truth.

4        46. Defendants intended that Plaintiffs rely on the representations, on which  
5 Plaintiffs reasonably relied.

6        47. As a direct and proximate result of Defendants' representations, Plaintiffs  
7 have been harmed in an amount to be determined at trial, but which is currently estimated  
8 to be \$57,906.85.

9        48. Defendants engaged in this behavior with a conscious disregard of the  
10 rights and monetary interests of Plaintiffs to such an extent that Defendants' behavior  
11 constitutes malice, oppression, or fraud. As such, an award of punitive damages is  
12 appropriate.

## 13                    **SECOND CAUSE OF ACTION**

### 14                    **CONCEALMENT**

15                    **(Against KIM, 195 LTD, FINANCE ALBERTA LTD, and DOES 1 through 100)**

16        49. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
17 this Complaint as though fully set forth herein.

18        50. Defendants KIM, 195 LTD, and FINANCE ALBERTA LTD concealed  
19 from Plaintiffs, or prevented Plaintiffs from discovering, the following facts:

20                    a. That Defendants did not intend to provide Plaintiffs with an equity  
21 ownership interest in Defendants 195 LTD and PSP AIRPORT LP;

22                    b. That Plaintiffs would not obtain a return on investment exceeding  
three times their investment; and

                    c. That Defendants would not convert the Promissory Note into  
ownership interest in Defendants 195 LTD and PSP AIRPORT LP.

51. Plaintiff did not know, and had no reason to know, the concealed facts.

52. Defendants intended to deceive Plaintiffs by concealing those facts.

53. Had the concealed facts been disclosed, Plaintiffs reasonably would have



1 behaved differently.

2 54. As a direct and proximate result of Defendants concealing those facts,  
3 Plaintiffs have been harmed in an amount to be determined at trial, but which is currently  
4 estimated to be \$57,906.85.

5 55. Defendants engaged in this behavior with a conscious disregard of the  
6 rights and monetary interests of Plaintiffs to such an extent that Defendants' behavior  
7 constitutes malice, oppression, or fraud. As such, an award of punitive damages is  
8 appropriate.

### 9 **THIRD CAUSE OF ACTION**

#### 10 **NEGLIGENT MISREPRESENTATION**

11 **(Against KIM, 195 LTD, FINANCE ALBERTA LTD, and DOES 1 through 100)**

12 56. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
13 this Complaint as though fully set forth herein.

14 57. Defendant KIM, and through Defendant KIM, Defendants 195 LTD and  
15 FINANCE ALBERTA LTD, made the following representations to Plaintiffs:

16 a. That Plaintiffs would be entitled to an equity ownership interest in  
17 Defendants 195 LTD and PSP AIRPORT LP;

18 b. That Plaintiffs would obtain a return on investment exceeding three  
19 times their investment; and

20 c. That Defendants would convert the Promissory Note into ownership  
21 interest in Defendants 195 LTD and PSP AIRPORT LP.

22 58. Plaintiffs are informed and believe and thereon allege that Defendants'  
representations were false, and that Defendants had no reasonable grounds for believing  
that the representations were true when Defendants made them.

59. Defendants intended that Plaintiffs rely on the representations, on which  
Plaintiffs reasonably relied.

60. As a direct and proximate result of Defendants' representations, Plaintiffs  
have been harmed in an amount to be determined at trial, but which is currently estimated  
to be \$57,906.85.

**FOURTH CAUSE OF ACTION**  
**VIOLATIONS OF *CORP. CODE* § 25401**

**(Against KIM, 195 LTD, PSP AIRPORT INC. and DOES 1 through 100)**

61. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of this Complaint as though fully set forth herein.

62. Plaintiffs are informed and believe and thereon allege that the Promissory Note and the purported interest in Defendants 195 LTD and PSP AIRPORT LP are “securities” as defined by *Cal. Corp. Code* section 25019.

63. In or before July 2022, before Plaintiffs had reason to suspect Defendant KIM, Defendant KIM reached out to Plaintiff GRIMES to see if he had more money or knew of anyone looking to invest on another large project.

64. Defendant KIM pitched Plaintiff GRIMES hard on this investment, promising giant returns, and saying that Plaintiff GRIMES would miss out if he did not invest in the project.

65. On that basis, on or about July 15, 2022, Plaintiff GRIMES, on behalf of Plaintiff KNG, wrote a \$50,000.00 check directly to Defendant KIM.

66. In exchange, Defendant KIM provided Plaintiffs with a convertible promissory note (“Promissory Note”).

67. However, the following representations made by Defendant KIM were untrue statements of material facts:

a. That Plaintiffs would be entitled to an equity ownership interest in Defendants 195 LTD and PSP AIRPORT LP;

b. That Plaintiffs would obtain a return on investment exceeding three times their investment; and

c. That Defendants would convert the Promissory Note into ownership interest in Defendants 195 LTD and PSP AIRPORT LP.

68. As a direct and proximate result of Defendants’ representations, Plaintiffs have been harmed in an amount to be determined at trial, but which is currently estimated to be \$59,224.66 (the principal amount and 7% interest per year).

1 **FIFTH CAUSE OF ACTION**

2 **IMPOSITION AND FORECLOSURE OF EQUITABLE LIEN**

3 **(Against KIM, 195 LTD, PSP AIRPORT INC., and DOES 1 through 100)**

4 69. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
5 this Complaint as though fully set forth herein.

6 70. Plaintiffs and Defendants KIM, 195 LTD, and PSP AIRPORT LP, as  
7 evidenced by the terms of the Promissory Note, agreed that Plaintiffs would provide  
8 \$50,000.00 which would specifically be used to for the purchase of the Property. (See  
9 Exh. A, p. 1).

10 71. In exchange, Plaintiffs are entitled to an interest in Defendants 195 LTD  
11 and PSP AIRPORT LP; however, Defendants have reneged on that promise without any  
12 justification.

13 72. Plaintiffs have acted in good faith at all times material herein. And  
14 Plaintiffs are informed and believe and thereon allege that Defendants, in reneging on the  
15 terms of the Promissory Note, have acted in bad faith.

16 73. Plaintiffs are informed and believe and thereon allege that an equitable lien  
17 is necessary to prevent unconscionable and inequitable assertion of rights resulting in  
18 unjust enrichment.

19 74. For those reasons, Plaintiffs are informed and believe and thereon allege  
20 that Plaintiffs are entitled to the imposition and foreclosure of an equitable lien against  
21 the Property in an amount to be determined at trial, but which is currently estimated to be  
22 to be \$57,906.85, as well as interest from the date of breach at the maximum legal rate.

18 **SIXTH CAUSE OF ACTION**

19 **BREACH OF PROMISSORY NOTE**

20 **(Against KIM, 195 LTD, and DOES 1 through 100)**

21 75. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
22 this Complaint as though fully set forth herein.

76. Plaintiffs and Defendants KIM and 195 LTD entered into the Promissory  
Note, whereby Plaintiffs provided \$50,000.00 in exchange for interest in the New Buyer

1 Entity.

2 77. On or about October 18, 2022, Defendant KIM formed the New Buyer  
Entity, Defendant PSP AIRPORT LP.

3 78. On or about October 24, 2022, Defendant 195 LTD assigned its interest in  
4 the Property to Defendant PSP AIRPORT LP. (See Exh. D).

5 79. According to the official records of the Riverside County Recorder, on or  
6 about February 27, 2023, the Property was transferred to Defendant PSP AIRPORT LP.  
(See Exh. E).

7 80. As of today's date, Plaintiffs have not received any evidence of their  
8 ownership in Defendant 195 LTD or Defendant PSP AIRPORT LP. Indeed, Defendant  
KIM insists that he will not transfer any such interest.

9 81. As a direct and proximate result of these breaches by Defendants KIM and  
10 195 LTD, Plaintiffs have been harmed in an amount to be determined at trial, but which is  
11 currently estimated to be \$57,906.85, as well as attorneys' fees and interest from the date  
12 of breach at the maximum legal rate.

### 13 **SEVENTH CAUSE OF ACTION**

#### 14 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

#### 15 **(Against KIM, 195 LTD, and DOES 1 through 100)**

16 82. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
this Complaint as though fully set forth herein.

17 83. Plaintiffs and Defendants KIM and 195 LTD entered into the Promissory  
Note, whereby Plaintiffs provided \$50,000.00 in exchange for interest in the New Buyer  
18 Entity.

19 84. On or about October 18, 2022, Defendant KIM formed the New Buyer  
Entity, Defendant PSP AIRPORT LP.

20 85. On or about October 24, 2022, Defendant 195 LTD assigned its interest in  
21 the Property to Defendant PSP AIRPORT LP. (See Exh. D).

22 86. According to the official records of the Riverside County Recorder, on or  
about February 27, 2023, the Property was transferred to Defendant PSP AIRPORT LP.

1 (See Exh. E).

2 87. As of today's date, Plaintiffs have not received any evidence of their  
3 ownership in Defendant 195 LTD or Defendant PSP AIRPORT LP. Indeed, Defendant  
4 KIM insists that he will not transfer any such interest.

5 88. Plaintiffs are informed and believe and thereon allege that all contracts  
6 contain an implied covenant of good faith and fair dealing.

7 89. Plaintiffs performed all their obligations under the Promissory Note.

8 90. Defendants received the benefit of the Promissory Note, but they have  
9 breached the Promissory Note.

10 91. By breaching the Promissory Note, Defendants did not act fairly or in good  
11 faith, breaching the implied covenant of good faith and fair dealing.

12 92. As a direct and proximate result of these breaches by Defendants KIM and  
13 195 LTD, Plaintiffs have been harmed in an amount to be determined at trial, but which is  
14 currently estimated to be \$57,906.85, as well as attorneys' fees and interest from the date  
15 of breach at the maximum legal rate.

## 16 **EIGHTH CAUSE OF ACTION**

### 17 **COMMON COUNTS**

18 **(Against KIM, 195 LTD, PSP AIRPORT LP, and DOES 1 through 100)**

19 93. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
20 this Complaint as though fully set forth herein.

21 94. Plaintiffs and Defendants KIM and 195 LTD entered into the Promissory  
22 Note, whereby Plaintiffs provided \$50,000.00 in exchange for interest in the New Buyer  
Entity.

95. On or about October 18, 2022, Defendant KIM formed the New Buyer  
Entity, Defendant PSP AIRPORT LP.

96. On or about October 24, 2022, Defendant 195 LTD assigned its interest in  
the Property to Defendant PSP AIRPORT LP. (See Exh. D).

97. According to the official records of the Riverside County Recorder, on or  
about February 27, 2023, the Property was transferred to Defendant PSP AIRPORT LP.

1 (See Exh. E).

2 98. As of today's date, Plaintiffs have not received any evidence of their  
3 ownership in Defendant 195 LTD or Defendant PSP AIRPORT LP. Indeed, Defendant  
4 KIM insists that he will not transfer any such interest.

5 99. As a direct and proximate result of these breaches by Defendants KIM and  
6 195 LTD, Plaintiffs have been harmed in an amount to be determined at trial, but which is  
7 currently estimated to be \$57,906.85, as well as interest from the date of breach at the  
8 maximum legal rate.

9 **NINTH CAUSE OF ACTION**

10 **SPECIFIC PERFORMANCE**

11 **(Against All Defendants)**

12 100. Plaintiffs reallege and incorporate paragraphs 1 through 42, inclusive, of  
13 this Complaint as though fully set forth herein.

14 101. Plaintiffs and Defendants KIM and 195 LTD entered into the Promissory  
15 Note, whereby Plaintiffs provided \$50,000.00 in exchange for interest in the New Buyer  
16 Entity.

17 102. On or about October 18, 2022, Defendant KIM formed the New Buyer  
18 Entity, Defendant PSP AIRPORT LP.

19 103. On or about October 24, 2022, Defendant 195 LTD assigned its interest in  
20 the Property to Defendant PSP AIRPORT LP. (See Exh. D).

21 104. According to the official records of the Riverside County Recorder, on or  
22 about February 27, 2023, the Property was transferred to Defendant PSP AIRPORT LP.  
(See Exh. E).

105. As of today's date, Plaintiffs have not received any evidence of their  
ownership in Defendant 195 LTD or Defendant PSP AIRPORT LP. Indeed, Defendant  
KIM insists that he will not transfer any such interest.

106. As a direct and proximate result of these breaches by Defendants KIM and  
195 LTD, Plaintiffs have been harmed in an amount to be determined at trial, but which is  
currently estimated to be \$57,906.85, as well as attorneys' fees and interest from the date

1 of breach at the maximum legal rate.

2 107. As an alternative to damages, Plaintiffs request that the Defendants  
3 specifically perform the terms of the Promissory Note, and recognize and memorialize  
4 Plaintiffs' interest in Defendant PSP AIRPORT LP.

5 **WHEREFORE**, Plaintiff prays for Judgment against Defendants, and each of  
6 them, as follows:

7 **AS TO THE FIRST CAUSE OF ACTION**

- 8 1. For damages in an amount to be proven at trial, which are currently  
9 estimated to be \$57,906.85;  
10 2. For punitive damages;

11 **AS THE SECOND CAUSE OF ACTION**

- 12 3. For damages in an amount to be proven at trial, which are currently  
13 estimated to be \$57,906.85;  
14 4. For punitive damages;

15 **AS TO THE THIRD CAUSE OF ACTION**

- 16 5. For damages in an amount to be proven at trial, which are currently  
17 estimated to be \$57,906.85;

18 **AS TO THE FOURTH CAUSE OF ACTION**

- 19 6. For damages in an amount to be proven at trial, which are currently  
20 estimated to be \$59,224.66;  
21 7. For interest at the maximum legal rate;

22 **AS TO THE FIFTH CAUSE OF ACTION**

8. For imposition of an equitable lien against the above-described Property in  
an amount to be proven at trial, which is currently estimated to be  
\$57,906.85, plus interest from the date of breach at the maximum legal rate;  
9. That the lien be foreclosed;  
10. That the Property be ordered sold for the payment of the lien;  
11. For payment of the amount of the lien from the proceeds of sale;

**AS TO THE SIXTH CAUSE OF ACTION**

12. For damages in an amount to be proven at trial, which are currently estimated to be \$57,906.85;
13. For attorneys' fees;
14. For interest from the date of breach at the maximum legal rate;

**AS TO THE SEVENTH CAUSE OF ACTION**

15. For damages in an amount to be proven at trial, which are currently estimated to be \$57,906.85;
16. For attorneys' fees;
17. For interest from the date of breach at the maximum legal rate;

**AS TO THE EIGHTH CAUSE OF ACTION**

18. For damages in an amount to be proven at trial, which are currently estimated to be \$57,906.85;
19. For interest from the date of breach at the maximum legal rate;

**AS TO THE NINTH CAUSE OF ACTION**

20. For Defendants' specific performance;

**AS TO ALL CAUSES OF ACTION**

21. For costs of suit incurred herein; and
22. For such other relief as the Court deems proper.

Date: April 16, 2024

HECKMAN LAW, PC

By: \_\_\_\_\_  
GARRETT A. HECKMAN  
Attorney for Plaintiffs