

1 MARC S. HINES (SBN 140065)  
mhines@hinescarder.com  
2 NICOLE M. HAMPTON (SBN 189024)  
nhampton@hinescarder.com  
3 NATALIE MIRZAYAN (SBN 272217)  
nmirzayan@hinescarder.com  
4 HINES CARDER, LLP  
3090 Bristol Street, Suite 300  
5 Costa Mesa, CA 92626  
Tel.: (714) 513-1122  
6 Fax: (714) 513-1123

7 Attorneys for Plaintiff,  
BALBOA CAPITAL CORPORATION

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

11  
12  
13 BALBOA CAPITAL CORPORATION

14 Plaintiff,

15 vs.

16 REGENTS CAPITAL CORPORATION;  
17 DONALD HANSEN; DENNIS ODIORNE;  
18 KIRSTEN MERZA; CHELSEA HAINES;  
19 JAVIER ENRIQUEZ; KEVIN KUTTER;  
TRAVIS POWER; DOES 1 through 25,  
inclusive,

20 Defendants.  
21  
22  
23  
24

25 ///

26 ///

27 ///

28

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**03/11/2014** at 10:55:00 AM  
Clerk of the Superior Court  
By Eleanor Sutter, Deputy Clerk

CASE NO. 30-2014-00705733-CU-BT-CJC

Judge: Honorable Kirk Nakamura

**DECLARATION OF PATRICK E.  
BYRNE IN SUPPORT OF EX PARTE  
APPLICATION FOR TRO AND OSC  
RE PRELIMINARY INJUNCTION**

Code Civ. Proc. §§ 525 et seq.; Cal. Rules of  
Court, rule 3.1150 and Cal. Rules of Court,  
rules 3.1200 et seq.

Hearing Date: 3/12/14

Time: 1:30pm

Department: C-15

**DECLARATION OF PATRICK E. BYRNE**

I, Patrick E. Byrne, certify and declare as follows:

1. I am the Chief Executive Officer of BALBOA CAPITAL CORPORATION, hereinafter, (“BALBOA”), the Plaintiff in the above-entitled action. This declaration is submitted in support of Plaintiff’s Ex Parte Application for a Temporary Restraining Order and Order to Show Cause Re Preliminary Injunction. The following facts are within my personal knowledge and, if called as a witness herein, I can and will competently testify thereto.

2. BALBOA is an equipment financing corporation duly incorporated and existing under the laws of the State of California with its headquarters located in the State of California, County of Orange, with a registered address and principal place of business at 2010 Main Street, Suite 1100, Irvine, CA 92614 which, at all relevant times, was doing business in Orange County, California.

3. Defendants DONALD HANSEN, DENNIS ODIORNE, KIRSTEN MERZA, CHELSEA HAINES, JAVIER ENRIQUEZ, KEVIN KUTTER, and TRAVIS POWER were employees of BALBOA.

4. On December 10, 2012, Defendants HANSEN and ODIORNE submitted their resignation to BALBOA, stating that their final date of employment would be December 13, 2012.

5. Defendants MERZA, HAINES, ENRIQUEZ, KUTTER, and. POWER also submitted their resignations to BALBOA with an effective resignation date of January 10, 2014.

6. Prior to their employment with BALBOA, each and every Defendant was advised by BALBOA of the importance, value, and confidential nature of its proprietary information, including its customer list, made available to Defendants during their employment with

1 BALBOA via the "Comprehensive Agreement", attached hereto as ("Exhibit A"), that each  
2 employee, including Defendants, was required to sign prior to employment.

3 7. Prior to their last date of employment, BALBOA sent each of the Defendants a  
4 Resignation Acknowledgment letter, attached hereto as ("Exhibit B"), reminding Defendants of  
5 and reiterating the terms set forth in each Defendant's New-Hire Package, and, specifically, the  
6 relevant language from their Comprehensive Agreement regarding the return and non-use of  
7 BALBOA's confidential and proprietary information, and a demand to refrain from contacting  
8 BALBOA's customers and vendors.  
9

10 8. Throughout their employment with BALBOA, Defendants were provided access  
11 to and acquired propriety and confidential information belonging to BALBOA. This proprietary  
12 and confidential information was essential to BALBOA's business operations, and necessary for  
13 Defendants' performance of their employment with BALBOA. The confidential and proprietary  
14 information includes, BALBOA's confidential customer list and marketing strategies, which  
15 were compiled and developed through BALBOA's extensive and time consuming research,  
16 development, investigation, and marketing efforts, intended solely for the benefit of BALBOA in  
17 its sales and marketing efforts directed to its customer base.  
18

19 9. The information compiled by BALBOA and contained within its customer list is  
20 not generally available to the general public through business directories because it is developed  
21 through BALBOA's many years of being in business, since 1988.  
22

23 10. To compile the customer list, BALBOA has developed algorithms for identifying  
24 and thoroughly analyzing potential customer data (sometimes purchased from third party  
25 vendors) in order to ascertain business prospects that, based on BALBOA's experience, are more  
26 likely to be in need of BALBOA's services and are more likely to generate repeat or renewal  
27  
28

1 business, and for scoring and ranking those prospects for use by BALBOA's sales employees in  
2 calling on those potential customers.

3 11. Such proprietary and confidential information comprising of BALBOA's  
4 customer list was made available to Defendants for performance of their employment with  
5 BALBOA.

6 12. Based on the proprietary and confidential information, including BALBOA's  
7 customer lists and customer files, obtained during employment, Defendants HANSEN and  
8 ODIORNE resigned from BALBOA in order to form their own competing business, REGENTS  
9 CAPITAL CORPORATION, hereinafter, ("RCC.")  
10

11 13. Defendants HANSEN and ODIORNE formed RCC on 12/26/2013, less than two  
12 weeks following their resignation from BALBOA.

13 14. RCC is an equipment financing corporation, organized and existing under the  
14 laws of the State of California with its headquarters located in the State of California, County of  
15 Orange, with a registered address and principal place of business at 125 East Baker Street, Costa  
16 Mesa, CA 92626. Since its inception, RCC has been doing and soliciting business in Orange  
17 County, California.  
18

19 15. While still employed by BALBOA and following their resignations, Defendants  
20 HANSEN and ODIORNE improperly solicited other BALBOA vital sales employees, including  
21 Defendants MERZA, HAINES, ENRIQUEZ, KUTTER, and POWER, all of whom subsequently  
22 resigned from BALBOA on the same date, January 10, 2014.  
23

24 16. As a result of Defendants actions, BALBOA filed a Complaint on February 19,  
25 2014, a file-stamped copy is attached hereto as ("Exhibit C"), to enjoin Defendants wrongful and  
26 improper conduct.  
27

1 17. Plaintiff seeks a Temporary Restraining Order against Defendants pending  
2 hearing on a Preliminary Injunction. Said Temporary Restraining Order should issue because  
3 Defendants are engaging in improperly soliciting BALBOA's key employees, BALBOA's  
4 customers, and misappropriating BALBOA's trade secrets including its customer list and  
5 customer files.

6 18. Thirty-four of BALBOA's existing customers notified BALBOA that some of  
7 Defendants personally contacted them and improperly, unfairly, and repeatedly solicited their  
8 business in efforts to divert that business away from BALBOA. Due to the proprietary and  
9 confidential nature of BALBOA's customer list, the names of said solicited customers will not  
10 be listed in this Declaration.  
11

12 19. Some Defendants' unfair conduct went beyond repeated and improper solicitation  
13 of BALBOA's existing customers, but rather, some Defendants funded deals at RCC using  
14 applications previously submitted to BALBOA.  
15

16 20. Some Defendants took customer files and other supporting documentation to RCC  
17 and are misappropriating the information contained in these files.

18 21. As a result of Defendants' breaches of their fiduciary duties and breaches of their  
19 employment Agreements and, specifically, their Comprehensive Agreements, and BALBOA's  
20 confidential and proprietary information, BALBOA incurred and continues to incur a substantial  
21 loss of business, profits, and customers.  
22

23 22. For their own financial gains, Defendants misappropriated this confidential and  
24 proprietary information contained in BALBOA's customer list and customer files.

25 23. The immediate harm BALBOA will continue to suffer absent such a restraining  
26 order is irreparable because Defendants will continue to improperly and unfairly use BALBOA's  
27  
28

1 confidential and proprietary information, including but not limited to its customer list and  
2 customer files, for their own financial gain and to the detriment of BALBOA.

3 24. There is a high likelihood that BALBOA will prevail at trial of the within action  
4 because BALBOA has stated a viable claim for unfair competition and misappropriation of trade  
5 secrets. This claim is based on BALBOA's knowledge of Defendants misappropriation of its  
6 proprietary and confidential information, specifically its customer list and customer files.

7 25. Defendants, on the other hand, will suffer negligible or no harm at all if the TRO  
8 is granted because Defendants would resume their business, yet, would have to expend their own  
9 monies and efforts to create their own customer list and cease misappropriating BALBOA's  
10 confidential and proprietary information, including but not limited to its customer list, obtained  
11 during their employment with BALBOA.

12 26. Therefore, BALBOA respectfully requests that the Court issue an immediate  
13 Temporary Restraining Order, restraining and enjoining Defendants from the following acts  
14 pending hearing on the Preliminary Injunction:  
15

- 16
- 17 a) Engaging in any solicitation of companies who submitted an application to BALBOA  
18 that Defendants reviewed while at BALBOA; and
  - 19 b) Using, copying, dealing with, disclosing, trading, and otherwise exploiting or  
20 misappropriating BALBOA's confidential information including its customer list and  
21 customer files.

22 27. For the above reasons and in light of the facts presented, a Temporary Restraining  
23

24 ///

25 ///

1 Order should be immediately issued to prevent further harm to BALBOA.  
2

3 I declare under penalty of perjury under the laws of the United State of America and the  
4 laws of the State of California that the foregoing is true and correct.

5 Executed this 4th day of March, 2014 at Irvine, California.  
6

7   
8 \_\_\_\_\_  
9 Patrick E. Byrne  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT A**



**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Chelsea L Allen (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. CA (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. CA (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. CA (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. CA (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. CA (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. CA (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. CA (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. CA (Employee initials)


9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
CA (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
CA (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.  
CA

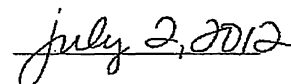
EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. CA

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding. CA
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. CA (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. CA (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

  
(Employee's Signature)

  
Date

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Dennis T. Odiorne (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. D.O. (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. D.O. (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. D.O. (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. D.O. (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. D.O. (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. D.O. (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. D.O. (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. D.O. (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
D.V. (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, and for a period of three (3) years following his termination of employment with Employer, he shall not: a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity; b) hire any employee for the benefit of a Competing Entity of which he is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity. D.V. (Employee initials) .
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.

EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

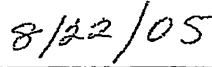
Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. [ ]

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. D.U. (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. D.U. (Employee initials).
15. **This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.**

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE  
TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

A handwritten signature in black ink, appearing to be "D. C. [unclear]", written over a horizontal line.

(Employee's Signature)

A handwritten date "8/22/05" in black ink, written over a horizontal line.

Date



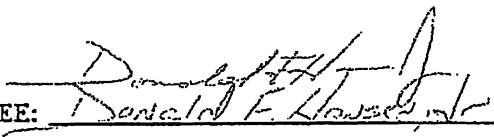
IT IS AGREED BETWEEN BALBOA CAPITAL CORPORATION (hereinafter the "Company") and Donald F. Hansen, Jr. (hereinafter the "Employee"), as follows:

1. Employment - The Company has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Company and will be given access to the Company's proprietary information.
2. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Company, or cause the Company to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another.
3. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Company, (ii) the research and development or investigations of the Company, or (iii) the business of any customer of the Company. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.
4. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly or indirectly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Company and with the consent of the Company. Employee will abide by the Company's policies and regulations as established from time to time for the protection of its Proprietary Information.
5. Other Employment - Employee agrees that during the period of his/her employment by the Company, he will not, without the Company's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Company relating to any line of business in which the Company is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Company.
6. Not Employment Contract - This is not an employment contract. Nothing in this agreement shall confer upon the Employee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Employee or the Company, which are hereby expressly reserved, to terminate Employee's employment at any time for any reason whatsoever, with or without cause, subject to the provisions of applicable law.
7. Return of Materials at Termination - In the event of any termination of his/her employment, whether or not for cause and whatever the reason, Employee will promptly deliver to the Company all documents, data, records, and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

8. Business Relationships - Employee acknowledges that the Company's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Company.
9. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified in such a manner so as to make the agreement as modified legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its subsidiaries, affiliates, successors, and assigns. (c) This Agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Company with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements. This Agreement may be modified only by a duly authorized and executed writing.

BALBOA CAPITAL CORPORATION

EMPLOYEE:

  
 Donald F. Hansen, Jr.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: Donald F. Hansen, Jr.

Date: \_\_\_\_\_

(printed) Date: 8/25/94

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between JAVIER (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. JV (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. JV (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. JV (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. JV (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. JV (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. JV (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. JV (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. JV (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
Y (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, and for a period of three (3) years following his termination of employment with Employer, he shall not: a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity; b) hire any employee for the benefit of a Competing Entity of which he is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity. Y (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof,

be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.


EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. [ ]

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee’s knowledge, there has been no change in the lessee’s financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer’s gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. \_\_\_\_\_ (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer’s employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. \_\_\_\_\_ (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Signed at IRVINE ~~IRVINE~~ California, this JULY day of 28, 2003.

  
\_\_\_\_\_  
(Employee's Signature)

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Kevin R Kutter (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee.      (Employee initials)
  
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. KK (Employee initials)
  
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. KK (Employee initials)
  
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. KK (Employee initials)
  
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. KK (Employee initials)
  
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. KK (Employee initials)
  
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. KK (Employee initials)
  
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. KK (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
R.L. (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
R.L. (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.



EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. *RR*

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has, not made any false or misleading statements in connection with any lease submitted for funding. *RR*
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. *RR* (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. *RR* (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. *RR*

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Kari Kuttu

(Employee's Signature)

09/19/2011

Date

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Kirstan P. Merza (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. KM (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. CM (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. KM (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. KM (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. KM (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. KM (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. KM (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. KM (Employee initials)

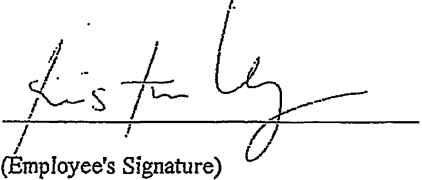
9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
KN (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
KN (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.

EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. [ ]

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. KN (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. KN (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

  
\_\_\_\_\_  
(Employee's Signature)

8/22/2008  
Date

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Travis Power (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. TP (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. TP (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. TP (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. TP (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. TP (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. TP (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. TP (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. TP (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
TR (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission; proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
TR (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.



EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims.

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer; and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employer and Employee agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. TP (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. TP (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE  
TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Travis Power

(Employee's Signature)

04/15/13

Date

# **EXHIBIT B**



**BALBOA**  
CAPITAL

2010 Main Street, Suite 1100 • Irvine, CA 92614

Phone (888) BALBOA1 • Fax (949) 756-0886

January 16, 2014

**Via Federal Express**

Chelsea Allen-Haines  
752 North Orange Street  
Orange, California 92867

**Re: Comprehensive Agreement**

Dear Ms. Allen-Haines:

Thank you for your service to Balboa Capital Corporation ("Balboa"). This is to acknowledge your resignation from your position as an Account Executive 1, effective January 10, 2014.

At this time, it is prudent to reiterate the terms set forth in your new-hire package, specifically your Comprehensive Agreement "Agreement" which as you may recall, provides in pertinent part:

**Definition of Proprietary Information** - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.

**Proprietary Information to be Kept in Confidence** - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information.

**Return of Materials at Termination** - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any

[www.balboacapital.com](http://www.balboacapital.com)

Chelsea Allen-Haines  
January 16, 2014  
Page 2

reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.

A copy of the Comprehensive Agreement you signed on July 2, 2012 is enclosed for your review.

Accordingly, pursuant to the terms of the Comprehensive Agreement, Balboa hereby demands that any and all confidential, proprietary information which may be in your possession be destroyed.

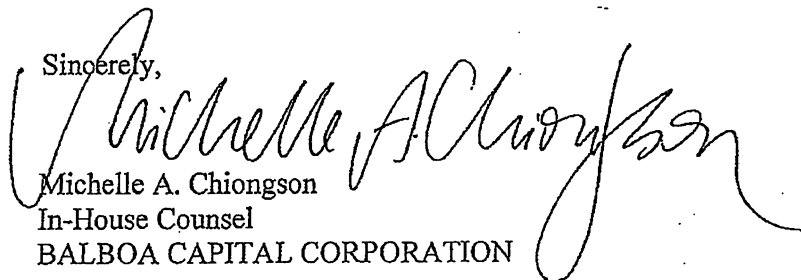
Balboa further demands that you do not distribute or disseminate to anyone any of Balboa's confidential, proprietary information which may be in your possession or any materials containing Balboa's intellectual property, including any marketing materials.

Balboa further demands that you refrain from contacting any of Balboa's customers or vendors.

In the event Balboa becomes aware that either 1.) any confidential, proprietary information or intellectual property has been distributed or disseminated by you to any third party and/or is being used for any unlawful, unfair or improper purpose, or 2.) you have been contacting any of Balboa's customers or vendors, be advised, Balboa will pursue all legal rights and remedies available to us.

Thank you for your anticipated cooperation. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Michelle A. Chiongson  
In-House Counsel  
BALBOA CAPITAL CORPORATION

Enclosure

COMPREHENSIVE AGREEMENT  
EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION

1. It is hereby agreed by and between Chelsea L Allen (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. CA (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. CA (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. CA (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. CA (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. CA (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. CA (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. CA (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. CA (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
CA (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
CA (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.  
AA


EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR RIGHTS TO TRIAL BY JURY.

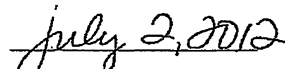
Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. OK

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding. OK
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. OK (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. OK (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.



MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

  
(Employee's Signature)

  
Date



**BALBOA**  
CAPITAL

2010 Main Street, Suite 1100 • Irvine, CA 92614

Phone (888) BALBOA1 • Fax (949) 756-0886

December 12, 2013

**Via Hand Delivery**

Dennis Odiorne  
19058 Delaware St  
Huntington Beach, Ca 92648

Re: **Comprehensive Agreement**

Dear Mr. Odiorne:

Thank you for your service to Balboa Capital Corporation ("Balboa"). This is to acknowledge your resignation from your position as a Sales Manager, effective December 13, 2013.

At this time, it is prudent to reiterate the terms set forth in your new-hire package, specifically your Comprehensive Agreement "Agreement" which as you may recall, provides in pertinent part:

**Definition of Proprietary Information** - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.

**Proprietary Information to be Kept in Confidence** - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information.

**Return of Materials at Termination** - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to

[www.balboacapital.com](http://www.balboacapital.com)

Dennis Odiome  
December 12, 2013  
Page 2

his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.

A copy of the Comprehensive Agreement you signed on August 22, 2005 is enclosed for your review.

Accordingly, pursuant to the terms of the Comprehensive Agreement, Balboa hereby demands that any and all confidential, proprietary information which may be in your possession be destroyed.

Balboa further demands that you do not distribute or disseminate to anyone any of Balboa's confidential, proprietary information which may be in your possession or any materials containing Balboa's intellectual property, including any marketing materials.

Balboa further demands that you refrain from contacting any of Balboa's customers or vendors.

In the event Balboa becomes aware that either 1.) any confidential, proprietary information or intellectual property has been distributed or disseminated by you to any third party and/or is being used for any unlawful, unfair or improper purpose, or 2.) you have been contacting any of Balboa's customers or vendors, be advised, Balboa will pursue all legal rights and remedies available to us.

Thank you for your anticipated cooperation. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Michelle A. Chiongson  
In-House Counsel  
BALBOA CAPITAL CORPORATION

Enclosure

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Dennis T. Odiorne (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. D.O. (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. D.O. (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. D.O. (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. D.O. (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. D.O. (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. D.O. (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. D.O. (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. D.O. (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
D.V. (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, and for a period of three (3) years following his termination of employment with Employer, he shall not: a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity; b) hire any employee for the benefit of a Competing Entity of which he is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity. D.V. (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.

EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

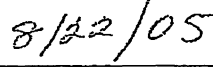
Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. [ ]

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. D.O. (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. D.O. (Employee initials).
15. **This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.**

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE  
TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

A handwritten signature in black ink, appearing to be "J. C. [unclear]", written over a horizontal line.

(Employee's Signature)

A handwritten date "8/22/05" in black ink, written over a horizontal line.

Date



December 12, 2013

2010 Main Street • 11<sup>th</sup> Floor • Irvine, CA 92614

Toll: (888) BALBOA1 • Phone: (949) 756-0800 • FAX (949) 756-0886

**Via Hand Delivery**

Donald Hansen  
21042 Marino Lane  
Huntington Beach, Ca 92646

**Re: Agreement**

Dear Mr. Hansen:

Thank you for your service to Balboa Capital Corporation ("Balboa"). This is to acknowledge your resignation from your position as a Vice President - Commercial Finance Division, effective December 13, 2013.

At this time, it is prudent to reiterate the terms set forth in your new-hire package, specifically the agreement "Agreement" you signed on August 25, 1994 which as you may recall, provides in pertinent part:

**Definition of Proprietary Information** - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Company, (ii) the research and development or investigations of the Company, or (iii) the business of any customer of the Company. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.

**Proprietary Information to be Kept in Confidence** - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly or indirectly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Company and with the consent of the Company. Employee will abide by the Company's policies and regulations as established from time to time, for the protection of its Proprietary Information.

**Return of Materials at Termination** - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Company all documents, data, records and other information pertaining to



Donald Hansen  
December 12, 2013  
Page 2

his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

Business Relationships - Employee acknowledges that the Company's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Company.

A copy of the Agreement is enclosed for your review.

Accordingly, pursuant to the terms of the Agreement, Balboa hereby demands that any and all confidential, proprietary information which may be in your possession be destroyed.

Balboa further demands that you do not distribute or disseminate to anyone any of Balboa's confidential, proprietary information which may be in your possession or any materials containing Balboa's intellectual property, including any marketing materials.

Balboa further demands that you refrain from contacting any of Balboa's customers or vendors.

In the event Balboa becomes aware that either 1.) any confidential, proprietary information or intellectual property has been distributed or disseminated by you to any third party and/or is being used for any unlawful, unfair or improper purpose, or 2.) you have been contacting any of Balboa's customers or vendors, be advised, Balboa will pursue all legal rights and remedies available to us.

Thank you for your anticipated cooperation. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Michelle A. Chiongson  
In-House Counsel  
BALBOA CAPITAL CORPORATION

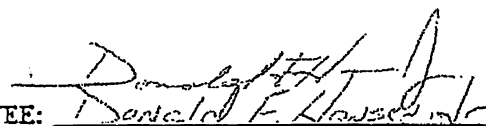
Enclosure

IT IS AGREED BETWEEN BALBOA CAPITAL CORPORATION (hereinafter the "Company") and Dawald F. Hassan, Jr. (hereinafter the "Employee"), as follows:

1. Employment - The Company has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Company and will be given access to the Company's proprietary information.
2. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Company, or cause the Company to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another.
3. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Company, (ii) the research and development or investigations of the Company, or (iii) the business of any customer of the Company. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.
4. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Company, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly or indirectly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Company and with the consent of the Company. Employee will abide by the Company's policies and regulations as established from time to time for the protection of its Proprietary Information.
5. Other Employment - Employee agrees that during the period of his/her employment by the Company, he will not without the Company's prior written consent directly or indirectly engage in any employment, consulting, or activity other than for the Company relating to any line of business in which the Company is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Company.
6. Not Employment Contract - This is not an employment contract. Nothing in this agreement shall confer upon the Employee any right to continue in the employ of the Company or shall interfere with or restrict in any way the rights of the Employee or the Company, which are hereby expressly reserved, to terminate Employee's employment at any time for any reason whatsoever, with or without cause, subject to the provisions of applicable law.
7. Return of Materials at Termination - In the event of any termination of his/her employment, whether or not for cause and whatever the reason, Employee will promptly deliver to the Company all documents, data, records, and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

8. Business Relationships - Employee acknowledges that the Company's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Company.
9. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified in such a manner so as to make the agreement as modified legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Company and its subsidiaries, affiliates, successors, and assigns. (c) This Agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Company with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements. This Agreement may be modified only by a duly authorized and executed writing.

BALBOA CAPITAL CORPORATION

EMPLOYEE: 

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: Donald F. Hansen, Jr

Date: \_\_\_\_\_

Date: (printed) 8/25/94



**BALBOA**  
CAPITAL

201 Main Street, Suite 1100 • Irvine, CA 92614

Phone (888) BALBOA1 • Fax (949) 756-0886

January 16, 2014

**Via Federal Express**

Javier Enriquez  
4512 Sharpshinned Hawk Cv  
Austin, Texas 78738

**Re: Comprehensive Agreement**

Dear Mr. Enriquez:

Thank you for your service to Balboa Capital Corporation ("Balboa"). This is to acknowledge your resignation from your position as a Sales Manager, effective January 10, 2014.

At this time, it is prudent to reiterate the terms set forth in your new-hire package, specifically your Comprehensive Agreement "Agreement" which as you may recall, provides in pertinent part:

**Definition of Proprietary Information** - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies; and information concerning employees, customers, or vendors.

**Proprietary Information to be Kept in Confidence** - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information.

**Return of Materials at Termination** - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any

[www.balboacapital.com](http://www.balboacapital.com)

IRVINE • SAN RAMON • SCOTTSDALE

Javier Enriquez  
January 16, 2014  
Page 2

reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.

A copy of the Comprehensive Agreement you signed on July 18, 2003 is enclosed for your review.

Accordingly, pursuant to the terms of the Comprehensive Agreement, Balboa hereby demands that any and all confidential, proprietary information which may be in your possession be destroyed.

Balboa further demands that you do not distribute or disseminate to anyone any of Balboa's confidential, proprietary information which may be in your possession or any materials containing Balboa's intellectual property, including any marketing materials.

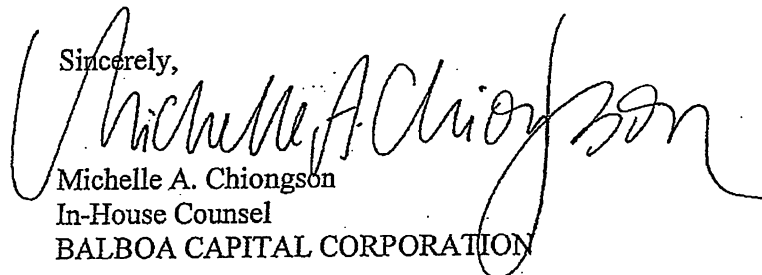
Balboa further demands that you refrain from contacting any of Balboa's customers or vendors.

In the event Balboa becomes aware that either 1.) any confidential, proprietary information or intellectual property has been distributed or disseminated by you to any third party and/or is being used for any unlawful, unfair or improper purpose, or 2.) you have been contacting any of Balboa's customers or vendors, be advised, Balboa will pursue all legal rights and remedies available to us.

Additionally, enclosed is Balboa's Check No. 500944 in the sum of \$2,829.74, which represents your final commission check for the period from January 1, 2014 through January 10, 2014.

Thank you for your anticipated cooperation. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Michelle A. Chiongson  
In-House Counsel  
BALBOA CAPITAL CORPORATION

Enclosures

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between JAVIER (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. JV (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. JV (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. JV (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. JV (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. JV (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. JV (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. JV (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. JV (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
\_\_\_\_ (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, and for a period of three (3) years following his termination of employment with Employer, he shall not: a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity; b) hire any employee for the benefit of a Competing Entity of which he is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity. \_\_\_\_ (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof,

be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.

EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. [ ]

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied.          (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing.          (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.



MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Signed at IRVINE  California, this JULY day of 28, 2003.

  
\_\_\_\_\_  
(Employee's Signature)



**BALBOA**  
CAPITAL

2010 Main Street, Suite 1100 • Irvine, CA 92614

Phone (888) BALBOA1 • Fax (949) 756-0886

January 16, 2014

**Via Federal Express**

Kevin Kutter  
28963 Canyon Oak Drive  
Trabuco Canyon, California 92679

**Re: Comprehensive Agreement**

Dear Mr. Kutter:

Thank you for your service to Balboa Capital Corporation ("Balboa"). This is to acknowledge your resignation from your position as an Account Executive 1, effective January 10, 2014.

At this time, it is prudent to reiterate the terms set forth in your new-hire package, specifically your Comprehensive Agreement "Agreement" which as you may recall, provides in pertinent part:

**Definition of Proprietary Information** - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.

**Proprietary Information to be Kept in Confidence** - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information.

**Return of Materials at Termination** - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any

[www.balboacapital.com](http://www.balboacapital.com)

Kevin Kutter  
January 16, 2014  
Page 2

reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.

A copy of the Comprehensive Agreement you signed on September 19, 2011 is enclosed for your review.

Accordingly, pursuant to the terms of the Comprehensive Agreement, Balboa hereby demands that any and all confidential, proprietary information which may be in your possession be destroyed.

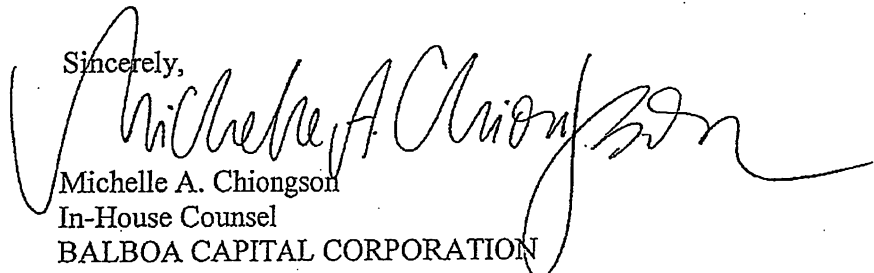
Balboa further demands that you do not distribute or disseminate to anyone any of Balboa's confidential, proprietary information which may be in your possession or any materials containing Balboa's intellectual property, including any marketing materials.

Balboa further demands that you refrain from contacting any of Balboa's customers or vendors.

In the event Balboa becomes aware that either 1.) any confidential, proprietary information or intellectual property has been distributed or disseminated by you to any third party and/or is being used for any unlawful, unfair or improper purpose, or 2.) you have been contacting any of Balboa's customers or vendors, be advised, Balboa will pursue all legal rights and remedies available to us.

Thank you for your anticipated cooperation. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Michelle A. Chiongson  
In-House Counsel  
BALBOA CAPITAL CORPORATION

---

Enclosure

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Kevin R Kutter (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. \_\_\_\_\_ (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. KK (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. KK (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. KK (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. KK (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. KK (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. KK (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. KK (Employee initials)

9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
R.R. (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
R.R. (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.

EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. *KK*

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding. *KK*
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. *KK* (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. *KK* (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. *KK*

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Kari Kuttu

(Employee's Signature)

09/19/2011

Date



**BALBOA**  
CAPITAL

20 Main Street, Suite 1100 • Irvine, CA 92614

Phone (888) BALBOA1 • Fax (949) 756-0886

January 16, 2014

**Via Federal Express**

Kirsten Merza  
1204 W. Balboa Blvd.  
Unit C  
Newport Beach, California 92661

**Re: Comprehensive Agreement**

Dear Ms. Merza :

Thank you for your service to Balboa Capital Corporation ("Balboa"). This is to acknowledge your resignation from your position as an Account Manager, effective January 10, 2014.

At this time, it is prudent to reiterate the terms set forth in your new-hire package, specifically your Comprehensive Agreement "Agreement" which as you may recall, provides in pertinent part:

**Definition of Proprietary Information** - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.

**Proprietary Information to be Kept in Confidence** - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information.

**Return of Materials at Termination** - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to

[www.balboacapital.com](http://www.balboacapital.com)



Kirsten Merza  
January 16, 2014  
Page 2

his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.

A copy of the Comprehensive Agreement you signed on August 22, 2008 is enclosed for your review.

Accordingly, pursuant to the terms of the Comprehensive Agreement, Balboa hereby demands that any and all confidential, proprietary information which may be in your possession be destroyed.

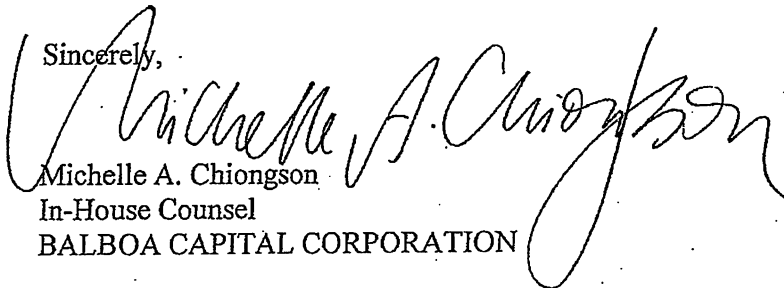
Balboa further demands that you do not distribute or disseminate to anyone any of Balboa's confidential, proprietary information which may be in your possession or any materials containing Balboa's intellectual property, including any marketing materials.

Balboa further demands that you refrain from contacting any of Balboa's customers or vendors.

In the event Balboa becomes aware that either 1.) any confidential, proprietary information or intellectual property has been distributed or disseminated by you to any third party and/or is being used for any unlawful, unfair or improper purpose, or 2.) you have been contacting any of Balboa's customers or vendors, be advised, Balboa will pursue all legal rights and remedies available to us.

Thank you for your anticipated cooperation. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Michelle A. Chiongson  
In-House Counsel  
BALBOA CAPITAL CORPORATION

Enclosure

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Kirsten P. Merza (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. KM (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. CM (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. KM (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. KM (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. KM (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. KM (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. KM (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. KM (Employee initials)

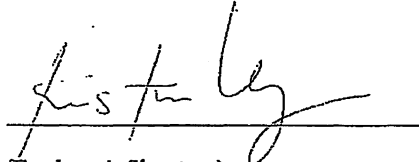
9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
Kn (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission, proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
Kn (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.

EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims. [ ]

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer, and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. KN (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. KN (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

  
\_\_\_\_\_  
(Employee's Signature)

8/22/2008  
Date



**BALBOA**  
CAPITAL

201 Main Street, Suite 1100 • Irvine, CA 92614

Phone (888) BALBOA1 • Fax (949) 756-0886

January 16, 2014

**Via Federal Express**

Travis Power  
6193 Tonya Circle  
Cypress, California 90630

**Re: Comprehensive Agreement**

Dear Mr. Power:

Thank you for your service to Balboa Capital Corporation ("Balboa"). This is to acknowledge your resignation from your position as an Account Executive 1, effective January 10, 2014.

At this time, it is prudent to reiterate the terms set forth in your new-hire package, specifically your Comprehensive Agreement "Agreement" which as you may recall, provides in pertinent part:

**Definition of Proprietary Information** - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.

**Proprietary Information to be Kept in Confidence** - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information.

**Return of Materials at Termination** - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any

[www.balboacapital.com](http://www.balboacapital.com)

Travis Power  
January 16, 2014  
Page 2

reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information.

Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.

A copy of the Comprehensive Agreement you signed on April 15, 2013 is enclosed for your review.

Accordingly, pursuant to the terms of the Comprehensive Agreement, Balboa hereby demands that any and all confidential, proprietary information which may be in your possession be destroyed.

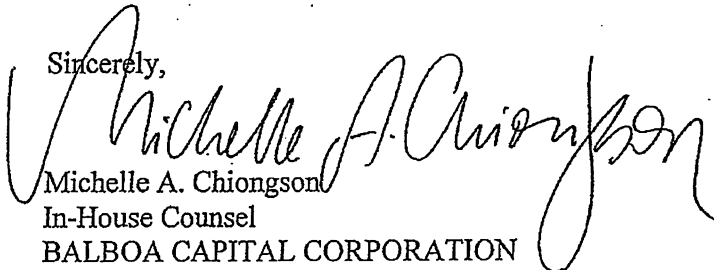
Balboa further demands that you do not distribute or disseminate to anyone any of Balboa's confidential, proprietary information which may be in your possession or any materials containing Balboa's intellectual property, including any marketing materials.

Balboa further demands that you refrain from contacting any of Balboa's customers or vendors.

In the event Balboa becomes aware that either 1.) any confidential, proprietary information or intellectual property has been distributed or disseminated by you to any third party and/or is being used for any unlawful, unfair or improper purpose, or 2.) you have been contacting any of Balboa's customers or vendors, be advised, Balboa will pursue all legal rights and remedies available to us.

Thank you for your anticipated cooperation. Should you have any questions or concerns regarding the foregoing, please do not hesitate to contact me.

Sincerely,



Michelle A. Chiongson  
In-House Counsel  
BALBOA CAPITAL CORPORATION

Enclosure

**COMPREHENSIVE AGREEMENT**  
**EMPLOYMENT AT-WILL, PROPRIETARY INFORMATION, AND ARBITRATION**

1. It is hereby agreed by and between Travis Power (hereinafter "Employee") and BALBOA CAPITAL CORPORATION (hereinafter "Employer") that the employment and compensation of Employee can be terminated by the Employer or the Employee at any time, with or without cause and/or with or without notice, at the option of the Employer or the Employee. TP (Employee initials)
2. It is further agreed understood that any agreement contrary to the foregoing must be entered into, in writing, by the President of the Employer. No supervisor or representative of the Employer, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement. TP (Employee initials)
3. Contribution - The Employer has hired Employee. Employee acknowledges that, as part of his/her employment, he/she is expected to create inventions and/or ideas of value to the Employer and will be given access to the Employer's proprietary information. TP (Employee initials)
4. Confidential Information of Others - Employee represents to Employer that he/she does not have in his/her possession any confidential or proprietary documents belonging to others, and represents and agrees that he/she will not use, disclose to the Employer, or cause the Employer to use, such documents or other confidential or proprietary information belonging to others. Employee represents that his/her employment will not require him/her to violate any obligations to or confidence with another. TP (Employee initials)
5. Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in any way to (i) the business, present or future, of the Employer, (ii) the research and development or investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary Information includes, for example and without limitations, trade secrets (as defined by California Civil Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements, techniques, marketing plans and strategies, and information concerning employees, customers, or vendors. TP (Employee initials)
6. Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times during the period of his/her employment and thereafter to keep in confidence all Proprietary Information. Employee agrees that during the period of his employment and thereafter he will not directly use the Proprietary Information other than in the course of performing his/her duties as an employee of the Employer and with the consent of the Employer. Employee will abide by the Employer's policies and regulations as established from time to time, for the protection of its Proprietary Information. TP (Employee initials)
7. Other Employment - Employee agrees that during the period of his/her employment by the Employer, he will not, without the Employer's prior written consent, directly or indirectly engage in any employment, consulting, or activity other than for the Employer relating to any line of business in which the Employer is now or at such time engaged, or which would otherwise conflict with his/her employment obligations to the Employer. TP (Employee initials)
8. Return of Materials at Termination - In the event of any termination of his/her employment whether or not for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data, records and other information pertaining to his/her employment, and Employee shall not take with him any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary Information. TP (Employee initials)



9. Business Relationships - Employee acknowledges that the Employer's relationships with its employees (including agents and representatives), customers, and vendors are valuable business assets. Employee agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right to compete after termination of employment with the Employer.  
TR (Employee initials)
10. Non compete - Employee acknowledges that each employee is a special, valuable, and unique asset of Employer. Employee agrees that during his employment with Employer, Employee shall not:  
a) encourage, solicit, or discuss with any employee alternative employment with a Competing Entity;  
b) hire any employee for the benefit of a Competing Entity of which Employee is a principal, owner, employee, or agent; c) assist in the formation of a Competing Entity; d) accept commission; proceeds, fees, salary, and/or any other consideration from a Competing Entity.  
TR (Employee initials)
11. Arbitration - Employee also acknowledges that Employer promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Employer and Employee, Employee voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between Employee and Employer (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with Employer, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers Compensation Act, and Employment Development Department claims), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the act's other mandatory and permissive rights to discovery). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of ("just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall enforceable.

EMPLOYEE UNDERSTANDS BY VOLUNTARILY AGREEING TO THIS BINDING  
ARBITRATION PROVISION, BOTH EMPLOYEE AND EMPLOYER GIVE UP OUR  
RIGHTS TO TRIAL BY JURY.

Employee further understands that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box below, Employee elects to give up the benefits of arbitration of Title VII claims.

12. Representations and Warranties – Employee represents and warrants that: (1) each lease and related agreements submitted to Employer for funding are genuine and represent a valid, binding and enforceable obligation of a bona fide lessee; (2) the lease and any guaranties and all other agreements provided in connection with any transaction Employee submits for funding shall have been duly executed by the appropriate parties and that all signatures are authentic and genuine; (3) all equipment described in the lease has been delivered to and accepted by the lessee, and Employer is the owner of the equipment, unless otherwise described in the lease; and (4) to the best of Employee's knowledge, there has been no change in the lessee's financial condition since Employee submitted the credit package, and there is no meaningful information of which Employee is aware that has not been communicated to Employer; and Employee has not made any false or misleading statements in connection with any lease submitted for funding.
13. Remedies – Employer and Employee acknowledge that it may be difficult to determine actual damages to Employer resulting from a breach of paragraphs 6-10 above by Employee. Therefore, in addition to all remedies, legal and equitable, available to Employer for breach of this Agreement, Employee and Employer agree that said remedies shall include, but shall not be limited to, the present value of any and all payments that become due under any and all financing agreements, including the residual value thereof, if any, discounted by six percent (6%) that result from said breach, from any and all Competing Entities for whose benefit Employee breaches this Agreement. With respect to a breach of paragraph 12 above, Employee shall purchase the transaction from Employer for cash in an amount equal to Employer's gross lease receivable, less unearned income, plus any unamortized expenses and any applicable taxes. Following purchase by Employee, Employer shall assign all of its rights, duties and interests without any warranties whatsoever, express or implied. JP (Employee initials)
14. General - (a) To the extent that any of the agreements set forth herein, or any word, phrase, clause, or sentence thereof shall be found to be illegal or unenforceable for any reason, such agreement, word, clause, phrase, or sentence shall be modified to be legal and enforceable under applicable laws, and the balance of the agreements or parts thereof shall not be affected thereby, the balance being construed as severable and independent. (b) This Agreement shall be binding upon Employee and his/her heirs, executors, assigns, and administrators and shall inure to the benefit of the Employer and its subsidiaries, affiliates, successors, and assigns. (c) This agreement shall be governed by the laws of the State of California. (d) The use of the masculine gender in this Agreement includes the feminine, and the singular includes the plural, as appropriate. (e) This Agreement represents the entire agreement between Employee and the Employer with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements, except as modified and/or augmented by Employer's employee handbook. This Agreement may be modified only by a duly authorized and executed in writing. JP (Employee initials).
15. This is the entire agreement between Employer and Employee regarding the length of employment and reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues.

X

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Travis Power

(Employee's Signature)

04/15/13

Date

**EXHIBIT "C"**

1 MARC S. HINES (SBN 140065)  
mhines@hinescarder.com  
2 NICOLE M. HAMPTON (SBN 189024)  
nhampton@hinescarder.com  
3 NATALIE MIRZAYAN (SBN 272217)  
nmirzayan@hinescarder.com  
4 HINES CARDER, LLP  
3090 Bristol Street, Suite 300  
5 Costa Mesa, CA 92626  
Tel.: (714) 513-1122  
6 Fax: (714) 513-1123

7 Attorneys for Plaintiff,  
BALBOA CAPITAL CORPORATION

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**02/19/2014** at 09:55:14 AM  
Clerk of the Superior Court  
By Marlene Diaz, Deputy Clerk

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

11 BALBOA CAPITAL CORPORATION

12 Plaintiff,

13 vs.

14 REGENTS CAPITAL CORPORATION;  
DONALD HANSEN; DENNIS ODIORNE;  
15 KIRSTEN MERZA; CHELSA HAINES;  
JAVIER ENRIQUEZ; KEVIN KUTTER;  
16 TRAVIS POWER; DOES 1 through 25, inclusive,

17 Defendants.

CASE NO. 30-2014-00705733-CU-BT-CJC  
Judge Kirk Nakamura

**BALBOA'S COMPLAINT FOR:**

- (1) **BREACH OF FIDUCIARY DUTY**
- (2) **UNFAIR COMPETITION**
- (3) **BREACH OF THE IMPLIED  
COVENANT OF GOOD FAITH AND  
FAIR DEALING**
- (4) **UNJUST ENRICHMENT**
- (5) **BREACH OF EMPLOYMENT  
AGREEMENT**
- (6) **MISAPPROPRIATION  
OF TRADE SECRETS**
- (7) **INTENTIONAL INTERFERENCE  
WITH CONTRACTUAL  
RELATIONSHIP**
- (8) **NEGLIGENT INTERFERENCE  
WITH CONTRACTUAL  
RELATIONSHIP**
- (9) **INTENTIONAL INTERFERENCE  
WITH ECONOMIC ADVANTAGE  
COUNT I: BALBOA'S CUSTOMERS  
COUNT II: BALBOA'S EMPLOYEES**
- (10) **NEGLIGENT INTERFERENCE  
WITH ECONOMIC ADVANTAGE**
- (11) **CONVERSION OF FILES AND  
RECORDS**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, BALBOA CAPITAL CORPORATION, ("Plaintiff" or "BALBOA") alleges the  
2 following against Defendants REGENTS CAPITAL CORPORATION ("RCC") which, on information  
3 and belief, is an independent commercial equipment finance firm and corporation, formed in California,  
4 with its registered address and principal place of business in Orange County, California; DONALD  
5 HANSEN ("Mr. HANSEN"), an individual conducting business on behalf of RCC in Orange County,  
6 California and an Officer and Director of RCC at the time of the acts alleged herein; DENNIS ODIORNE  
7 ("ODIORNE), an individual conducting business on behalf of RCC in Orange County, California and an  
8 Officer and Director of RCC at the time of the acts alleged herein; KIRSTEN MERZA ("MERZA) an  
9 individual conducting business on behalf of RCC in Orange County, California and a high level Manager  
10 of RCC at the time of the acts alleged herein; and DOES 1 through 25, inclusive ("Doe Defendants")  
11 (collectively referred to herein as "Defendants").

12 **THE PARTIES, JURISDICTION, AND VENUE**

13 1. BALBOA is, and at all relevant times was, an equipment financing corporation duly  
14 incorporated and existing under the laws of the State of California with its headquarters located in the  
15 State of California, County of Orange, with a registered address and principal place of business at 2010  
16 Main Street, Suite 1100, Irvine, CA 92614 which, at all relevant times, was doing business in Orange  
17 County, California.

18 2. RCC is, and at all relevant times was, an equipment financing corporation, organized and  
19 existing under the laws of the State of California with its headquarters located in the State of California,  
20 County of Orange, with a registered address and principal place of business at 125 East Baker Street,  
21 Costa Mesa, CA 92626 which, at all relevant times, was doing and soliciting business in Orange County,  
22 California.

23 3. Mr. HANSEN is an individual who at all relevant times was acting in his capacity as  
24 RCC's, Officer, Director, Employee and/or authorized Agent. At all relevant times, HANSEN was and is  
25 a resident of Orange County, California. Prior to his resignation from BALBOA, HANSEN was  
26 BALBOA's Vice President at the Commercial Finance Division who entered into a written employment  
27 agreement with BALBOA on August 25, 1994 in Orange County, California as further detailed herein.  
28

1           4.       Mr. ODIORNE is an individual who at all relevant times was acting in his capacity as  
2 RCC's Officer, Director, Employee and/or authorized Agent. At all relevant times, ODIORNE was and is  
3 a resident of Orange County, California. Prior to his resignation from BALBOA, ODIORNE was  
4 BALBOA's Sales Manager who entered into a written employment agreement with BALBOA on August  
5 22, 2005 in Orange County, California as further detailed herein.

6           5.       Ms. MERZA is an individual who at all relevant times was acting in her capacity as  
7 RCC's Officer, Director, Employee and/or authorized Agent. At all relevant times, MERZA was and is a  
8 resident of Orange County, California. Prior to her resignation from BALBOA, MERZA was  
9 BALBOA's Account Manger who entered into a written employment agreement with BALBOA on  
10 August 28, 2008 in Orange County, California as further detailed herein.

11           6.       Ms. HAINES is an individual who at all relevant times was acting in her capacity as  
12 RCC's Employee and/or authorized Agent. At all relevant times, HAINES was and is a resident of  
13 Orange County, California. Prior to her resignation, HAINES was BALBOA's Account Executive who  
14 entered into a written employment agreement with BALBOA on July 2, 2012 in Orange County,  
15 California as further detailed herein.

16           7.       Mr. ENRIQUEZ is an individual who at all relevant times was acting in his capacity as  
17 RCC's Employee and/or authorized Agent. At all relevant times, ENRIQUEZ is believed to be a resident  
18 of Austin, Texas. Prior to his resignation, ENRIQUEZ was BALBOA's Sales Manger and a resident of  
19 Orange County, California who entered into a written employment agreement with BALBOA on July 18,  
20 2003 in Orange County, California as further detailed herein.

21           8.       Mr. KUTTLER is an individual who at all relevant times was acting in his capacity as  
22 RCC's Employee and/or authorized Agent. At all relevant times, KUTTLER was and is a resident of  
23 Orange County, California. Prior to his resignation, KUTTLER was BALBOA's Account Executive who  
24 entered into a written employment agreement with BALBOA on September 19, 2011 in Orange County,  
25 California as further detailed herein.

26           9.       Mr. POWER is an individual who at all relevant times was acting in his capacity as  
27 RCC's Employee and/or authorized Agent. At all relevant times, POWER was and is a resident of  
28

1 Orange County, California. Prior to his resignation, POWER was BALBOA's Account Executive who  
2 entered into a written employment agreement with BALBOA on April 15, 2013 in Orange County,  
3 California as further detailed herein.

4 10. Plaintiff is informed, believes, and thereon alleges that in doing those acts and/or  
5 omissions detailed herein, Defendants were, at all relevant times, acting as RCC's Officers, Directors,  
6 Employees, and/or authorized Agents. Plaintiff further alleges that Defendants were, at all relevant times  
7 and while conducting business in Orange County, California, acting on RCC's behalf and in their  
8 capacities as RCC's authorized agents responsible for its management and business decisions.  
9 Defendants were, at all relevant times, acting within the course and scope of their employment with RCC,  
10 in their authority as Officers, Directors,, Employees, and/or Agents of RCC, with RCC's knowledge,  
11 consent, authorization, and ratification. On further information and belief, Plaintiff alleges, in doing those  
12 acts and/or omissions alleged herein, Defendants were also acting on their own behalf, as well as acting as  
13 the agents, servants, employees, representatives, partners, members or joint ventures of all other named  
14 Defendants. Defendants acted within the purpose, scope and authority of said agency, employment,  
15 representation, partnership, membership or venture, with the advance knowledge, consent, approval and  
16 ratification of the remaining Defendants, and each of them.

17 11. Plaintiff is presently ignorant of the true names, capacities and bases for liability of Doe  
18 Defendants, whether individual, corporate, associate, member or otherwise and therefore sues Doe  
19 Defendants by their fictitious names. Plaintiff is informed, believes, and thereon alleges that Doe  
20 Defendants, and each of them, are in some manner liable to Plaintiff, were and are legally responsible for  
21 the damages or losses suffered by Plaintiff, or have, or claim to have, some right, title or interest in the  
22 money Plaintiff alleges is owed, the exact nature of which claims are presently unknown, but which are  
23 subject and subordinate to Plaintiff's claims. Plaintiff will seek leave to amend this Complaint to allege  
24 Doe Defendants true names, capacities, and bases for liability when ascertained.  
25

26 12. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants  
27 and Doe Defendants and each of them, were acting on their own behalf and also as the agent, servant,  
28 employee, representative, partner, member or joint venturer, of each other and in doing the things alleged



1 herein, acted within the purpose, scope and authority of said agency, employment, representation,  
2 partnership, membership or venture, with the advance knowledge, consent, approval and ratification of  
3 the remaining defendants, and each of them.

4 13. Venue is appropriate in this Court inasmuch as (i) the transaction or occurrence or some  
5 part thereof, out of which this action arose took place, or is taking place within this County, (ii) the  
6 Defendants are licensed to do and have in fact conducted business in the State of California and the  
7 County of Orange.

8 **GENERAL ALLEGATIONS**

9 14. BALBOA has been a trusted financing resource in Southern California for many  
10 thousands of businesses since 1988. Over years of hard work, expense, and dedication, BALBOA  
11 researched and assessed the needs of its customers and potential customer base, developed a proprietary  
12 and confidential customer list, and provides a broad array of financing products, including equipment  
13 leasing, small business loans, commercial financing, vendor financing and franchise financing targeted to  
14 its customer base.

15 15. To protect BALBOA's efforts and expense in developing its proprietary and confidential  
16 customer lists and other business information, BALBOA has taken reasonable steps to ensure that its  
17 proprietary and confidential information is kept confidential, not disseminated to competitors and not  
18 used for the benefit of anyone or any company other than BALBOA. To that end, , each Defendant was  
19 advised by BALBOA of the importance, value, and confidential nature of its proprietary information,  
20 including its customer list, made available to Defendants during their employment with BALBOA via the  
21 "Comprehensive Agreement", attached hereto as ("Exhibit A"), that each employee, including  
22 Defendants, was required to sign prior to employment. The Comprehensive Agreement states in pertinent  
23 part:  
24

25 Definition of Proprietary Information - As used herein, the term "Proprietary Information" refers to any and  
26 all information of a confidential, proprietary, or secret nature which is or may be applicable to or related in  
27 any way to (i) the business, present or future, of the Employer, (ii) the research and development or  
28 investigations of the Employer, or (iii) the business of any customer of the Employer. Proprietary  
29 Information includes, for example and without limitations, trade secrets (as defined by California Civil  
30 Code #3426), processes, formulas, data, inventions, technical and financial know-how, improvements,  
31 techniques, marketing plans and strategies, and information concerning employees, customers, or vendors.

1 Proprietary Information to be Kept in Confidence - Employee acknowledges that the Proprietary  
2 Information is a special, valuable, and unique asset of the Employer, and Employee agrees at all times  
3 during the period of his/her employment and thereafter to keep in confidence all Proprietary Information.  
4 Employee agrees that during the period of his employment and thereafter he will not directly use the  
5 Proprietary Information other than in the course of performing his/her duties as an employee of the  
6 Employer and with the consent of the Employer. Employee will abide by the Employer's policies and  
7 regulations as established from time to time, for the protection of its Proprietary Information.

8 Return of Materials at Termination - In the event of any termination of his/her employment whether or not  
9 for cause and whatever the reason, Employee will promptly deliver to the Employer all documents, data,  
10 records and other information pertaining to his/her employment, and Employee shall not take with him/her  
11 any documents or data, or any reproduction or excerpt of any documents or data, containing or pertaining to  
12 any Proprietary Information.

13 Business Relationships - Employee acknowledges that the Employer's relationships with its employees  
14 (including agents and representatives), customers, and vendors are valuable business assets. Employee  
15 agrees that neither during his/her employment nor thereafter will he/she disrupt, damage, impair, or interfere  
16 with those relationships, through solicitation or otherwise. This provision shall not affect Employee's right  
17 to compete after termination of employment with the Employer.

18  
19  
20 16. On December 10, 2012, Defendants HANSEN and ODIORNE submitted their  
21 resignation to BALBOA, stating that their final date of employment would be December 13, 2012.

22 17. Defendants MERZA, HAINES, ENRIQUEZ, KUTTER, and. POWER also submitted  
23 their resignations to BALBOA with an effective resignation date of January 10, 2014.

24 18. Prior to their last date of employment, BALBOA sent each of the Defendants a  
25 Resignation Acknowledgment letter, attached hereto as ("Exhibit B"), that required each Defendant to sign  
26 it and acknowledge its contents. Each Resignation Acknowledgment letter reiterated the terms set forth in  
27 each Defendant's New-Hire Package, and, specifically, the relevant language from the Comprehensive  
28 Agreement set forth above.

29 19. Throughout their employment with BALBOA, Defendants were provided access to and  
30 acquired propriety and confidential information belonging to BALBOA. This proprietary and  
31 confidential information was essential to BALBOA's business operations, and necessary for Defendants'  
32 performance of their employment with BALBOA. The confidential and proprietary information includes,  
33 BALBOA's confidential customer list and marketing strategies, which were compiled and developed  
34 through BALBOA's extensive and time consuming research, development, investigation, and marketing  
35 efforts, intended solely for the benefit of BALBOA in its sales and marketing efforts directed to its  
36 customer base.

1 20. Armed with the strategic, proprietary, and confidential information Defendants obtained  
2 during their employment with BALBOA, including its customer lists and customer files, Defendants  
3 HANSEN and ODIORNE resigned from BALBOA in order to form their own competing business, RCC.  
4 Defendants formed RCC on 12/26/2013, less than two weeks following Defendants HANSEN and  
5 ODIORNE's resignation from BALBOA.

6 21. While still employed by BALBOA and following their resignations, Defendants  
7 HANSEN and ODIORNE improperly solicited other BALBOA vital sales employees, including  
8 Defendants MERZA, HAINES, ENRIQUEZ, KUTTER, and POWER, all of whom subsequently  
9 resigned from BALBOA on the same date, January 10, 2014.

10 22. As a result of Defendants' breaches of fiduciary duties and breaches of their employment  
11 Agreements and, specifically, their Comprehensive Agreements, as alleged herein below, BALBOA  
12 incurred and continues to incur a substantial loss of business, profits, and customers. BALBOA is  
13 informed, believes, and based thereon alleges that RCC and Defendants are and will continue to  
14 improperly and unfairly use BALBOA's confidential and proprietary information, including its customer  
15 list, for their own financial gain and to the detriment of BALBOA, causing irreparable harm to BALBOA.

16 **FIRST CAUSE OF ACTION**  
17 **Breach of Fiduciary Duty**  
18 **(Against Defendants HANSEN ODIORNE and MERZA)**

19 23. BALBOA re-alleges and incorporates herein by reference each and every allegation  
20 contained in the preceding paragraphs as though fully set forth herein.

21 24. As high level managers of BALBOA, Defendants HANSEN, ODIORNE, and MERZA  
22 owed Plaintiff a fiduciary duty of loyalty and candor. As high level managers they stand in a fiduciary  
23 relationship to their employer. As part of their duties owed to BALBOA, Defendants HANSEN,  
24 ODIORNE and MERZA had the duty to protect the interests of BALBOA and to refrain from doing  
25 anything that would cause injury to BALBOA or deprive it of business opportunities belonging to it. By  
26 reason of this fiduciary relationship, Defendants HANSEN, ODIORNE, and MERZA owed Plaintiff the  
27 highest obligation of good faith, loyalty, care, full disclosure, and fairness and required them to, at all  
28 times, act in Plaintiff's best interests.

1           25. Defendants HANSEN, ODIORNE and MERZA breached their fiduciary duties owed to  
2 Plaintiff in at least the following ways:

3           (a) Secretly obtaining and misappropriating Plaintiff's trade secrets and confidential  
4 information, including but not limited to Plaintiff's customer list, without Plaintiff's  
5 knowledge, consent, and/or authorization and concealing their intent to establish a competing  
6 business with Plaintiff based on the proprietary and confidential information obtained from  
7 Plaintiff;

8           (b) Diverting corporate opportunities from Plaintiff to their newly created competing  
9 business, RCC, that is identical in nature to BALBOA's business and breaching the  
10 Comprehensive Agreement that caused and is causing Plaintiff irreparable harm;

11           (c) Improperly and unfairly soliciting Plaintiff's existing sales employees, causing six vital  
12 sales employees to tender their resignation in order to work at RCC;

13           (d) Failing to properly maintain the confidentiality and secrecy of Plaintiff's proprietary and  
14 confidential information, including Plaintiff's customer lists, customer files, marketing  
15 techniques, and other business development strategies that were unique to BALBOA and  
16 concealing their intention to misappropriate all such information.

17           26. As a result of the acts and omissions alleged herein, and, specifically, Defendants'  
18 diversion, conversion and misappropriation of Plaintiff's trade secrets and confidential information, and  
19 the improper and unfair solicitation of BALBOA's employees, Defendants have been unjustly enriched to  
20 Plaintiff's detriment.

21           27. As a result of Defendants HANSEN, ODIORNE, and MERZA's breach of their fiduciary  
22 duties owed to Plaintiff, Plaintiff has been damaged in an amount to be proven at trial and is entitled to  
23 the maximum rate of prejudgment interest permitted under law.  
24

25           ///

26           ///

27           ///

28           ///

**SECOND CAUSE OF ACTION**  
**Unfair Competition**  
**(Against All Defendants)**

1  
2  
3         28.     BALBOA re-alleges and incorporates herein by reference each and every allegation  
4 contained in the preceding paragraphs as though fully set forth herein.

5         29.     Beginning in at least December 2013, and continuing thereafter, Defendants committed  
6 acts of unfair competition, as defined by Sections 17200, *et seq.*, of the California Business and  
7 Professions Code.

8         30.     Defendants, and each of them, have engaged in conduct constituting unfair competition  
9 within the meaning of California Business and Professions Code, Section 17200, *et seq.*, including, but  
10 not limited to, the following:

- 11             a.     The misappropriation, conversion, and unauthorized and improper use of BALBOA's  
12                     confidential and proprietary information, including its customer lists and customer  
13                     files, for purposes of soliciting BALBOA's customers;
- 14             b.     Improper and unfair solicitation of BALBOA's key sales employees.

15         As a result of Defendants' unfair competition, Plaintiff has been damaged in an amount to be  
16 proven at trial and is entitled to the maximum rate of prejudgment interest permitted under law.

**THIRD CAUSE OF ACTION**  
**Breach Of The Implied Covenant Of Good Faith And Fair Dealing**  
**(Against All Defendants)**

17  
18  
19         31.     BALBOA re-alleges and incorporates herein by reference each and every allegation  
20 contained in the preceding paragraphs as though fully set forth herein.

21         32.     The covenant of good faith and fair dealing is implied in every contract including the  
22 Comprehensive Agreement entered into between Defendants and BALBOA.

23         33.     Defendants breached their duty of good faith and fair dealing owed to BALBOA in at  
24 least the following respects:

- 25             a.     By engaging in a pattern and a series of actions that breached BALBOA's confidentiality  
26                     agreement;
- 27             b.     By soliciting BALBOA's key sales employees;
- 28

1 c. By untruthfully and deceptively misrepresenting to BABLOA that Defendants would  
2 maintain the confidentiality of all BALBOA's confidential and proprietary information  
3 following their resignation;

4 d. By interfering with, misappropriating, diverting and usurping BALBOA's business  
5 opportunities and customers through improper and unfair solicitation of those customers.

6 34. Defendants had a duty imposed by law and the employment agreements entered into  
7 between them and BALBOA to maintain the confidentiality and secrecy of all proprietary and  
8 confidential information obtained during their employment with Plaintiff. Defendants had a duty to  
9 immediately and vigorously protect BALBOA's interests.

10 35. Defendants' conduct described herein was intended to cause injury to BALBOA, was  
11 despicable conduct carried on with a willful and conscious disregard for BALBOA's rights, and was done  
12 with the intention of depriving Plaintiff of proprietary rights and to otherwise cause injury, constituting  
13 malice, oppression, and/or fraud under California Civil Code §3294, entitling Plaintiff to punitive  
14 damages.

15 36. As a proximate result of the conduct described herein, BALBOA has suffered and will  
16 continue to suffer damages, including loss of profits and business opportunities, in an amount to be  
17 proven at trial of this matter.

18 **FOURTH CAUSE OF ACTION**  
19 **Unjust Enrichment**  
20 **(Against All Defendants and all Doe Defendants)**

21 37. BALBOA re-alleges and incorporates herein by reference each and every allegation  
22 contained in the preceding paragraphs as though fully set forth herein.

23 38. Defendants were unjustly enriched by misappropriating and converting BALBOA's trade  
24 secrets and confidential information, specifically its customer list and customer files, and by improperly  
25 soliciting its customers and key sales employees.

26 39. By their actions, Defendants have retained a benefit that they otherwise would not have  
27 achieved or been able to retain.

1 40. Defendants are required to make restitution to Plaintiff of all damages they caused  
2 Plaintiff, plus interest at the maximum rate of prejudgment interest permitted under law.

3 **FIFTH CAUSE OF ACTION**  
4 **Breach of Employment Agreement**  
5 **(Against All Defendants, except RCC)**

6 41. BALBOA re-alleges and incorporates herein by reference each and every allegation  
7 contained in the preceding paragraphs as though fully set forth herein.

8 42. BALBOA had valid and enforceable contracts for employment with Defendants.  
9 BALBOA performed all the terms of those agreements required of it.

10 43. As a condition of employment, Defendants were required to sign the Comprehensive  
11 Agreement that addresses the nature of the confidential and proprietary information obtained during  
12 employment. Defendants acknowledged that the proprietary information is a special, valuable, and  
13 unique asset of BALBOA, and Defendants agreed at all times during the period of their employment and  
14 thereafter to keep in confidence all such information.

15 44. Defendants breached the terms and provisions of the Comprehensive Agreement by  
16 misappropriating and converting BALBOA's proprietary and confidential information and trade secrets,  
17 including BALBOA's customer list and customer files, and by improperly and unfairly using that  
18 proprietary and confidential trade secret information to solicit BALBOA's customers for their own  
19 financial gain, and to the detriment of BALBOA, and to promote the business of RCC, which is identical  
20 in nature to that of BALBOA.

21 45. As a result of Defendants' breach of their employment agreements, and specifically, the  
22 Comprehensive Agreements, BALBOA has suffered and continues to suffer damages in an amount to be  
23 determined according to proof at the time of trial.

24 ///

25 ///

26 ///

27 ///

28

**SIXTH CAUSE OF ACTION**  
**Misappropriation of Trade Secrets**  
**(Against All Defendants)**

1  
2  
3 46. BALBOA re-alleges and incorporates herein by reference each and every allegation  
4 contained in the preceding paragraphs as though fully set forth herein.

5 47. Defendants misappropriated BALBOA's trade secrets and confidential information,  
6 including its customer list and customer files. BALBOA's customer list and customer files constitute  
7 trade secrets in that they contain and are comprised of information that derives independent economic  
8 value from not being generally known to the public or to other persons who can obtain economic value  
9 from its disclosure or use. BALBOA made reasonable efforts under the circumstances to maintain their  
10 secrecy by limiting circulation of its customer lists and customer files and by advising its employees,  
11 including Defendants, through their employment agreements that BALBOA considered the information  
12 valuable and confidential.

13 48. Through time, effort, expense and BALBOA's unique marketing techniques, it identified  
14 and compiled the names, addresses, and other pertinent information of targeted businesses identified  
15 through BALBOA's marketing efforts to have particular needs for the services BALBOA offers,  
16 contained within BALBOA's customer list

17 49. The information compiled by BALBOA and contained within its customer list is not  
18 generally available to the general public nor is it readily ascertainable through public resources, such as  
19 business directories. Through its many years of being in business, and since 1988, BALBOA has  
20 developed algorithms for identifying and thoroughly analyzing potential customer data (sometimes  
21 purchased from third party vendors) in order to ascertain business prospects that, based on BALBOA's  
22 experience, are more likely to be in need of BALBOA's services and are more likely to generate repeat or  
23 renewal business, and for scoring and ranking those prospects for use by BALBOA's sales employees in  
24 calling on those potential customers. Such information comprises BALBOA's customer list made  
25 available to Defendants for performance of their employment with BALBOA.

26  
27 50. BALBOA has also expended time, effort and expense to maintain the secrecy of its  
28 customer list by taking the following steps: (i) BALBOA ensured that its confidential and proprietary



1 information is secured through password protections in order to restrict access to its data; (ii) BALBOA  
2 never published any of its customer's names publicly or to persons who are under no obligation to protect  
3 its confidentiality or in any advertisements or marketing materials; (iii) BALBOA included in all its  
4 employment agreements a requirement that employees return all notebooks, documents, software and the  
5 like upon termination of employment; (iv) BALBOA included in all its employment agreements the  
6 confidentiality provision contained within the "Comprehensive Agreement," that all employees were  
7 required to sign both at the time of employment and prior to termination, which expressly provides that  
8 the employees' duty of confidentiality extends beyond the duration of their employment, and which states  
9 in pertinent part:

10 Proprietary Information to be Kept in Confidence - Employee acknowledges that the  
11 Proprietary Information is a special, valuable, and unique asset of the Employer, and  
12 Employee agrees at all times during the period of his/her employment and thereafter to keep  
13 in confidence all Proprietary Information. Employee agrees that during the period of his  
14 employment and thereafter he will not directly use the Proprietary Information other than in  
15 the course of performing his/her duties as an employee of the Employer and with the consent  
16 of the Employer. Employee will abide by the Employer's policies and regulations as  
17 established from time to time, for the protection of its Proprietary Information.

18 Return of Materials at Termination - In the event of any termination of his/her employment  
19 whether or not for cause and whatever the reason, Employee will promptly deliver to the  
20 Employer all documents, data, records and other information pertaining to his/her  
21 employment, and Employee shall not take with him/her any documents or data, or any  
22 reproduction or excerpt of any documents or data, containing or pertaining to any Proprietary  
23 Information.

24 51. Defendants misappropriated BALBOA's trade secrets and confidential information,  
25 including its customer list, in order to obtain an unfair competitive advantage and, making use of that  
26 trade secret and confidential information, diverted BALBOA's customers to their own competing  
27 business, RCC. Defendants, by their nonconsensual disclosure and use of BALBOA's trade secret and  
28 confidential information have violated California Civil Code §3426.1 (b)(2).

29 52. BALBOA is informed and believes, and based thereon alleges, that Defendants, or some  
30 of them, personally contacted at least 21 of BALBOA's existing customers and, improperly and unfairly,  
31 solicited the business of those customers in efforts to divert that business away from BALBOA and went  
32 well beyond merely announcing their disassociation from BALBOA. Due to the proprietary and

1 confidential nature of BALBOA's customer list, the names of said solicited customers will not listed in  
2 this Complaint.

3 53. As a proximate result of Defendants' misappropriation of Plaintiff's customer list,  
4 customer files, and confidential and propriety trade secret information in violation of the Uniform Trade  
5 Secrets Act, BALBOA has suffered and will continue to suffer damages, loss of profits, loss of  
6 prospective business, and other economic loss because those improperly diverted customers would have  
7 continued doing business with BALBOA despite the resignation of Defendants.

8 54. As a further proximate result of Defendants' improper conduct, BALBOA was compelled  
9 to retain legal counsel to protect its interest and proprietary information. Therefore, Defendants are liable  
10 to BALBOA for those attorneys' fees, witness fees, and costs of litigation reasonably necessary and  
11 incurred by BALBOA in order to obtain the relief sought in a sum to be determined at trial.

12 55. As authorized under the UTSA and California Civil Code, §§ 3426.3, 3426.4, BALBOA  
13 seeks all remedies for misappropriation of its trade secrets as a result of Defendants' conduct, including  
14 but not limited to injunctive relief, damages, punitive damages, and attorney fees.

15 56. Unless and until enjoined by order of this Court, Defendants will continue their illegal  
16 efforts and schemes to exploit Plaintiff's confidential and propriety trade secret information. BALBOA  
17 has no adequate remedy at law for the irreparable injuries Defendants have caused and continue to cause,  
18 including, but not limited to, damage to BALBOA's confidential information, business, and profits. The  
19 continued misappropriation by Defendants of Plaintiff's confidential and propriety information would  
20 require BALBOA to maintain a multiplicity of judicial proceedings to protect its interests.

21  
22 **SEVENTH CAUSE OF ACTION**

23 **Intentional Interference With Contractual Relationship**  
24 **(Against All Defendants)**

25 57. BALBOA re-alleges and incorporates herein by reference each and every allegation  
26 contained in the preceding paragraphs as though fully set forth herein.

27 58. BALBOA had valid and enforceable contractual business relationship with its customers.

28 59. Defendants knew of such contractual relationships between BALBOA and its customers,  
29 who were included on BALBOA's customer list.

1           60. Defendants' wrongful and intentional acts, as alleged herein, were intended to induce a  
2 breach or disruption of these contractual relationship between BALBOA and its customers and to divert  
3 those customers and induce them to switch their business to RCC.

4           61. Defendants knew of BALBOA's interest in and efforts to protect its relationship with its  
5 customers yet Defendants improperly called upon and solicited BALBOA's customers in efforts to  
6 advance RCC's business by having those customers switch their business to Defendants.

7           62. As a direct and proximate result of Defendants' actions and their continuous efforts to  
8 disrupt BALBOA's business relationship with its customers through improper means, as set forth above,  
9 Plaintiff has incurred, and will continue to incur, economic detriment, including but not limited to, loss of  
10 earnings, lost of customer relations, attorneys' fees, continued cost of litigation, and other special and  
11 consequential damages in an amount not yet determined. These damages were entirely foreseeable,  
12 predictable, and the intended result of Defendants' conduct.

13           63. Plaintiff is informed and believes and herein alleges that the Defendants acted with  
14 intentional oppression, deception, and/or malice in taking the actions complained therein, and in  
15 conscious disregard of Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

16                                   **EIGHTH CAUSE OF ACTION**

17                                   **Negligent Interference With Contractual Relationship**  
18                                   **(Against All Defendants)**

19           64. BALBOA re-alleges and incorporates herein by reference each and every allegation  
20 contained in the preceding paragraphs as though fully set forth herein.

21           65. Plaintiff had valid and enforceable contractual business relationship with its customers.

22           66. Defendants knew of such contractual relationships between BALBOA and its customers,  
23 who were included on BALBOA's customer list.

24           67. Defendants' wrongful and negligent acts, as alleged herein, were intended to induce a  
25 breach or disruption of these contractual relationships between BALBOA and its customers and to divert  
26 those customers and induce them to switch their business to RCC.

1 68. Defendants knew of BALBOA's interest in and efforts to protect its relationship with its  
2 customers yet Defendants improperly called upon and solicited BALBOA's customers in efforts to  
3 advance RCC's business by having those customers switch their business to Defendants.

4 69. As a direct and proximate result of Defendants' actions and their continuous efforts to  
5 disrupt BALBOA's business relationship with its customers through improper means, as set forth above,  
6 Plaintiff has incurred, and will continue to incur, economic detriment, including but not limited to, loss of  
7 earnings, lost of customer relations, attorneys' fees, continued cost of litigation, and other special and  
8 consequential damages in an amount not yet determined. These damages were entirely foreseeable,  
9 predictable, and the intended result of Defendants' conduct.

10 **NINTH CAUSE OF ACTION**

11 **Count I: Intentional Interference With Economic Advantage – BALBOA's Customers**  
12 **(Against All Defendants)**

13 70. BALBOA re-alleges and incorporates herein by reference each and every allegation  
14 contained in the preceding paragraphs as though fully set forth herein.

15 71. BALBOA and its customers had existing economic relationships which contained a  
16 highly probable future economic benefits or advantages to BALBOA.

17 72. Defendants knew of the existence of such economic relationships and were aware or  
18 should have been aware that if they did not act with due care, their actions would interfere with these  
19 relationships and cause Plaintiff to lose in whole or in part the probable future economic benefits or  
20 advantages of these relationships.

21 73. Defendants owed Plaintiff a duty of care to maintain the confidential and proprietary  
22 information obtained during employment including but not limited to BALBOA's customer list.

23 74. As a direct and proximate result of Defendants' actions and their continuous efforts to  
24 disrupt BALBOA's economic relationship with its customers through improper means, as set forth above,  
25 Plaintiff's relationship was disrupted, and Plaintiff has incurred, and will continue to incur, loss of  
26 economic benefits or advantages that were reasonably expected from the relationship, including but not  
27 limited to, loss of earnings, lost of customer relations, incurring significant attorneys' fees, continued cost

1 of litigation, and other special and consequential damages in an amount not yet determined. These  
2 damages were entirely foreseeable, predictable, and the intended result of Defendants' conduct.

3 **Count II: Intentional Interference Economic Advantage – BALBOA's Employees**  
4 **(Against HANSEN and ODIORNE)**

5 75. BALBOA re-alleges and incorporates herein by reference each and every allegation  
6 contained in the preceding paragraphs as though fully set forth herein.

7 76. Plaintiff and its employees had existing economic relationships which contained a highly  
8 probable future economic benefits or advantages to BALBOA from the continued services of its key and  
9 highly trained employees.

10 77. Defendants knew of the existence of such economic relationships and were aware or  
11 should have been aware that if they did not act with due care, their actions would interfere with these  
12 relationships and cause Plaintiff to lose in whole or in part the probable future economic benefit or  
13 advantage of these relationships.

14 78. Defendants breached that duty of care and intentionally solicited BALBOA's key sales  
15 employees (Defendants HAINES, MERZA, ENRIQUEZ, KUTTER, POWER) that had access to  
16 BALBOA's confidential and propriety information and induced them to terminate their employment with  
17 BALBOA, join RCC, and improperly solicit BALBOA's customers. Said key sales employees, in fact,  
18 terminated their employment with BALBOA on 1/10/2014. Such efforts by Defendants were designed to  
19 disrupt BALBOA's relations with its employees.

20 79. As a direct and proximate result of Defendants' actions and their continuous efforts to  
21 disrupt BALBOA's economic relationship with its employees through improper means, as set forth  
22 above, Plaintiff has incurred, and will continue to incur, loss of economic benefits or advantage that were  
23 reasonably expected from the continued employment of said key employees, including but not limited to,  
24 loss of earnings as a result of the loss of key employees productivity, lost of customer relations that were  
25 cultivated during said employees employment, the cost of recruiting and training replacement employees,  
26 incurring significant attorneys' fees, continued cost of litigation, and other special and consequential  
27

1 damages in an amount not yet determined. These damages were entirely foreseeable, predictable, and the  
2 intended result of Defendants' conduct.

3 80. Plaintiffs, accordingly, seek the damages that result from all such actions and omission,  
4 costs incurred in replacing the "raided" employees, including interviewing and locating permanent  
5 replacements, and an order compelling disgorgement of all profits including but not limited to those  
6 resulting from the employee exodus, including costs arising from disruption of its business affairs,  
7 "reputational injury" from the sudden departure of a large group of key employees, injunctive relief, and  
8 any and all other benefits, and any other compensation wrongfully obtained by Defendants.

9 **TENTH CAUSE OF ACTION**  
10 **Negligent Interference With Economic Advantage**  
11 **(Against All Defendants)**

12 81. BALBOA re-alleges and incorporates herein by reference each and every allegation  
13 contained in the preceding paragraphs as though fully set forth herein.

14 82. BALBOA and its customers had existing economic relationship which contained a highly  
15 probable future economic benefits or advantages to BALBOA.

16 83. Defendants knew or should have known of the existence of such an economic  
17 relationship and were aware or should have been aware that if they did not act with reasonable care their  
18 actions would interfere with these relationship and cause plaintiff to lose in whole or in part the probable  
19 future economic benefit or advantage of these relationships.

20 84. Defendants owed Plaintiff a duty of reasonable care to maintain the confidential and  
21 proprietary information obtained during employment, including but not limited to, BALBOA's customer  
22 list.

23 85. Defendants failed to act with reasonable care and negligently interfered with BALBOA's  
24 relationship with its customer that would have resulted in an economic benefits or advantages to  
25 BALBOA.

26 86. As a direct and proximate result of Defendants' negligent and wrongful conduct, and  
27 their continuous efforts to disrupt BALBOA's economic relationship with its customers through improper  
28 means, as set forth above, Plaintiff's relationship with its customers was disrupted.

1 87. As further result of Defendants' wrongful and negligent acts, Plaintiff was harmed and  
2 has incurred, and will continue to incur, loss of economic benefits or advantages that were reasonably  
3 expected from these relationships, including but not limited to, loss of earnings, loss of economic  
4 advantage or benefit of customer relations, incurring significant attorneys' fees, continued cost of  
5 litigation, and other special and consequential damages in an amount not yet determined. These damages  
6 were entirely foreseeable, predictable, and the intended result of Defendants' conduct.

7 **ELEVENTH CAUSE OF ACTION**  
8 **Conversion**  
9 **(Against All Defendants)**

9 88. BALBOA re-alleges and incorporates herein by reference each and every allegation  
10 contained in the preceding paragraphs as though fully set forth herein.

11 89. Defendants wrongfully exercised control over BALBOA's personal property including  
12 but limited to its customers' applications, files, and records and BALBOA's customer list.

13 90. BALBOA owned, possessed, and had a right to possess its customers' applications,  
14 files, and records, and its customer list.

15 91. Defendants intentionally and substantially interfered with BALBOA's property in the  
16 following aspects:

- 17 a. By taking possession of BALBOA's customers' applications, files, and records and  
18 its customer list;  
19 b. By preventing BALBOA from having access to said applications, files and records;  
20 c. By breaching the Comprehensive Agreement that required return of all BALBOA's  
21 customers' applications, files and records and the customer list; and  
22 d. By refusing to return the said property after BALBOA demanded its return.

23 92. BALBOA did not consent to the Defendants' exercise of control of said property.

24 93. As a direct and proximate result of Defendants' actions and their continuous efforts to  
25 disrupt BALBOA's business through improper means, as set forth above, BALBOA was harmed by  
26 Defendants exercise of control of said property.  
27

1 94. Plaintiff has incurred, and will continue to incur, loss of business, loss of earnings,  
2 incurring significant attorneys' fees, continued cost of litigation, and other special and consequential  
3 damages in an amount not yet determined. These damages were entirely foreseeable, predictable, and the  
4 intended result of Defendants' conduct.

5 **PRAYER**

6 Based on the foregoing, BALBOA prays for the following judgment and relief:

- 7 i) Compensatory damages according to proof at trial;
- 8 ii) For consequential and incidental damages;
- 9 iii) For exemplary and punitive damages;
- 10 iv) For attorneys' fees and costs;
- 11 v) Interests as provided by law;
- 12 vi) A preliminary injunction, and a permanent injunction, all enjoining Defendants  
13 and all persons acting or claiming to act under, in concert with, or for  
14 Defendants, or any of them from:
- 15 (i) Engaging in any solicitation of BALBOA's customers;
- 16 (ii) Using, copying, dealing with, disclosing, trading, and otherwise  
17 exploiting or misappropriating BALBOA's confidential information in order to,  
18 including, but without limitation, communicate with BALBOA's customers;
- 19 (iii) Destroying any documents or files of any kind, actively or passively,  
20 whether in written or electronic form, that relate in any way to BALBOA's  
21 employment of Defendants, BALBOA's Confidential Information, and/or  
22 BALBOA's actual or prospective customers.
- 23
- 24 vii) For a preliminary injunction, and a permanent injunction, all requiring  
25 Defendants and all persons acting or claiming to act under, in concert with, or for  
26 Defendants, or any of them to return all of BALBOA's confidential information in their  
27 custody, possession, or control to BALBOA; and  
28



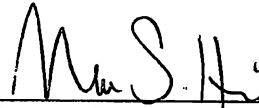
viii) Such other and further relief as the Court may deem proper on all causes of action.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial of this action by jury.

Dated: February 19, 2014

HINES CARDER

By: 

Marc S. Hines, Esq.  
Nicole M. Hampton, Esq.  
Natalie Mirzayan, Esq.  
Attorneys for Plaintiff  
BALBOA CAPITAL CORPORATION