

1 **MCSI INTELLIGENT SECURITY**
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5 PLAINTIFF PRO SE,
Michael Foster, an individual, and USPTO Trademark Owner MCSI Intelligent Security, FD-2014-06-10
6 US Class Codes 021, 023, 026, 036, 03- SN:86304785

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO – HALL OF JUSTICE**
9 **[CIVIL UNLIMITED]**

10
11 **MICHAEL FOSTER, an individual, and USPTO**
Owner MCSI Intelligent Security, FD-2014/06/10
12 US Class Codes 021, 023, 026, 036, 03. SN:86304785

Case No. 37-2023-00038663-CU-CO-CTL

13 Plaintiff,

PLAINTIFF’S COMPLAINT FOR:

14 v.

15 **PHILIP T. GILDRED**
a/k/a's: Tom Gildred, Thompson Philip
16 Gildred, Philip T. Gildred Professional
Businesses, The Gildred Family of San Diego.

17 Defendant.

1. **CONSTRUCTIVE FRAUD;**
2. **UNFAIR BUSINESS PRACTICES**
[Bus. & Prof. Code, § 17200, et seq.]
3. **NEGLIGENT SELECTION;**
4. **NEGLIGENT INFLICTION OF**
EMOTIONAL DISTRESS;
5. **NEGLIGENT**
MISREPRESENTATION;
6. **BREACH OF CONTRACT; and,**
7. **PROMISSORY ESTOPPEL**

[DEMAND FOR JURY TRIAL]

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23 **COMES NOW:** Michael Foster, an individual, and USPTO Trademark Owner MCSI Intelligent Security,
FD-2014-06-10. US Class Codes 021, 023, 026, 036, 03- SN:86304785

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1 **PREFACE**

2 This is another sad case of what has become an epidemic of abuses at the hands of
3 affluent purported business professionals who use their position and power to influence devastating
4 circumstances upon others who are poor, interlectually a threat and without adequate legal help.
5 *The following excerpt defines what course of actions such individuals would rather take;*

6 *Arrising to this matter is the Defendant's enlargement of "MALICIOUSNESS"*

7 "Professionals who are invested with the experience and fortune to treat
8 individuals suspected of having a mental illness are required first to offer healthcare
9 methods and solutions. Here, Defendant Philip T. Gildred rather choose the pursuit
10 of a Governmental institution for the purpose of "Supplimental Racketeer"

11 **THE PARTIES**

- 12
- 13 1. Plaintiff Michael Foster (hereinafter "PLAINTIFF") was, at all relevant times alleged
14 herein, the owner USPTO Trademark holder of "MCSI Intelligent Security" and of Trade
15 Secrets associated with the list of "URLS"attach to the "AGREEMENT" commonly described
16 herein as Plaintiff's "INTELECTUAL PROPERTY".
 - 17 2. Defendant PHILIP T. GILDRED of San Diego ("GILDRED PROFESSIONAL BUSINESSES
18 and THE GILDRED FAMILY OF SAN DIEGO") is a California Serial Entrepreneur, E&Y
19 Entrepreneur of the year awardee and owner of Tech Corporations operating in California.
 - 20 3. The true names, identities, and capacities, whether individual, corporate, associate or
21 otherwise as for certain of Defendants DOES throughout are unknown to PLAINTIFF; who,
22 therefore, sues said Defendants by such fictitious names wherein listed in the Agreement.
23 When the said true names, identities, and capacities of said Defendants are ascertained,
24 PLAINTIFF will seek leave to amend this complaint accordingly. The Defendant
25 designated herein as for certain is responsible negligently, intentionally, tortuously or in some
26 other actionable manner including, but not limited to, the causes of action alledged herein, for
27 the events referred to herein, and caused damages to PLAINTFF as herein alledged.
- 28

1 4. At all relevant times discussed herein Defendant PHILIP T. GILDRED, including those named,
2 was the agent, staff and servant of all the Defendant; and, in doing the things alleged herein, was
3 acting within the course and scope of Defendant PHILIP T. GILDRED.

4 5. Unless specifically indicated otherwise, all references in this complaint to Defendant
5 PHILIP T. GILDRED shall also refer to its agents, officers, directors, managers, and staff
6 and to all fictitiously named herein.
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8
9

10 **JURISDICTION AND VENUE ARE PROPER**

11 6. This Court has jurisdiction over the subject matter of this action pursuant to Code of Civil
12 Procedure § 410.10.

13 7. Venue in this judicial district is appropriate pursuant to Code of Civil Procedure, § 395,
14 subd. (a).

15 **DEFENDANT PHILIP T. GILDRED**

16 6770 Las Ventanas, Rancho Santa Fe, CA 92067
17 and
18 701 B Street, Suite 1180 San Diego, CA 92101

19 of-

20 **Gildred Family of San Diego CA.**

21 51 Offerson Rd Apt 311, Avon, CO 81620
22 4952 Flaxton Ter, San Diego, CA 92130
23 329 Playa Blanca, Encinitas, CA 92024
24 806 6th Avenue, Tacoma, Washington, 98406

25 All and of/Loc.¹

26 of-

27 **Gildred Professional Businesses:**

28 701 B Street, Suite 1180 San Diego, CA 92101,
5451 Avenida Encinas Ste A, Carlsbad, CA
92008, 2922 W. Pendleton Santa Ana, CA 92704

THE COMPLAINT JURISDICTION AND VENUE

1. 5451 Avenida Encinas Ste A, Carlsbad, CA 92008, 110 W A St Ste 615, San Diego, CA 92101, 2550 5th Ave, San Diego, CA 92103, 351-451 South Acacia Avenue Fullerton, CA 92831
643 G St, San Diego, CA 92101, 324 Horton Plz, San Diego, CA 92101, 5924 Balfour Court Carlsbad, CA 92008, 5751, 5761, 5771 Copley Drive San Diego, CA 92111
1235 Activity Drive Vista, CA 92081, 10805 Artesia Boulevard Cerritos, CA 90703, 14035, 14045, 14055 Kirkham Way Poway CA 92064, 1782, 1786, 1790 La Costa Meadows Drive San Marcos, CA 92078
3186 Lionshead Avenue Carlsbad, CA 92008, 2775, 2785 Kurtz Street San Diego, CA 92110, 5411 - 5451 Avenida Encinas Carlsbad, CA 92008, 9825, 9845, 9905, 9925 Painter Avenue
13115 - 13135 Barton Road Santa Fe Springs, CA 90605, 2120 Las Palmas Carlsbad, CA 92011, 2075 Corte Del Nogal Carlsbad, CA 92011, 4949 Viewridge Avenue San Diego, CA 92123,
1186 Calimesa Boulevard Calimesa, CA 92320, 2300 - 2320 S. Fairview 2901 - 2921 W. Warner 2204 - 2230 S. Fairview 2201 - 2239 S. Huron 2901 - 2923 W. Pendleton 2900 - 2922 W. Pendleton Santa Ana, CA 92704
351-451 South Acacia Avenue Fullerton, CA 92831, 2304 South Fairview Street Santa Ana, CA 92704, 701 B Street, Suite 1180 San Diego, CA 92101, 3835 N Harbor Dr, San Diego, CA 92101,
4952 Flaxton Ter, San Diego, CA 92130, 329 Playa Blanca, Encinitas, CA 92024

JURISDICTION AND VENUE

THE UNDERSIGN AFFIRM

1. THIS COURT HAS SUBJECT JURISDICTION OVER THIS MATTER

PURSUANT TO 28 U.S.C. 1331, WHICH PROVIDES DISTRICT COURTS WITH JURISDICTIONS WITH CIVIL-ACTIONS ARISING UNDER THE UNITED STATES CONSTITUTION OR LAWS OF THE UNITED STATES.

2. THIS COURT HAS PERSONAL JURISDICTION OVER THE DEFENDANT,

BECAUSE THE DEFENDANT PHILIP T. GILDRED AND DEFENDANT'S PROFESSIONAL BUSINESSES AND DEFENDANT'S FAMILY PRINCIPAL PLACE OF BUSINESS IS LOCATED IN THIS STATE.

3. THE VENUE IS PROPER PURSUANT TO 28 U.S.C. 1391 (B) BECAUSE

EVENTS GIVEN RISE TO THE ALLEGATIONS IN THIS COMPLAINT OCCURRED IN THIS DISTRICT.

4. THAT I AM PLAINTIFF REPRESENTING IN FACT PRO SE HEREIN

AND HEREBY MAKE DECLARATION BASED ON MY PERSONAL KNOWLEDGE EXCEPT FOR THOSE ITEMS WHICH ARE STATED TO BE BASED ON MY INFORMATION AND BELIEF. IF CALLED TO TESTIFY COULD AND WOULD, COMPETENTLY TESTIFY TO THE MATTERS HEREIN BASED ON MY KNOWLEDGE, EXCEPT TO THAT WHICH IS STATED TO BE BASED TO THAT OF MY INFORMATION AND BELIEVE, AND WITH RESPECT TO THOSE ITEMS, BELIEVE THEM TO BE TRUE.

COMPLAINT

1. 1. **BACKGROUND** Plaintiff brings this action against Defendant Philip T Gildred, an affluent business professional with adequate legal counsels and as for The Defendant actions as an individual and Principal to Defendant's Professional Businesses & The Gildred Family of San Diego. The DEFENDANT **PHILIP T. GILDRED (ecf: 1.**
2. According to the facts Plaintiff, he and Mr./Mrs. Gildred were previously in a romantic relationship during which Plaintiff and Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Professional Businesses & The Gildred Family of San Diego entered into a contract **verbally involving a written list of Trade Secrets owned by Plaintiff along with other joint ventures o partner** with Defendant's Professional Businesses and The Gildred Family of San Diego.
3. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego usurp authority upon receiving access to secret passwords given to have full access to Plaintiff's Credit Bureau Accounts, Better Business Bureau Account, Paypal Business Accounts and Other Personal, Social, Private Residential and Business Accounts owned by Plaintiff.
4. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego Preempted and commenced a lawsuit against Plaintiff for the punishment purposes in which it falsely accuse plaintiff of criminal conduct in defendant's police reports.
5. **After several years defendant and plaintiff entered into a written agreement "The Contract" .**
6. Plaintiff proposed an appropriate bill of cost [Certified] in order to minimally execute the subject work **orders assigned by Defendant and by virtue of the Agreement Contract as listed by Defendant attach as exhibit "A" of the Agreement Contract and as such to minimize any further Breach of Contract by Defendant.**
7. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The

Gildred Family of San Diego subsequently ignored plaintiff's reasonable bill of costs [certified] and defendant began its filings for entries for proposed judgments with calculated interest against plaintiff notwithstanding plaintiff's equal value and interest yet to be recovered for defendant's deficiencies.

8. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego subsequently initiated and sustained a judgment entry, **(\$195,160.27)** proportionately fractional to Plaintiff's expenses in Breach of the Agreement and did not submit an **appropriate bill of cost by virtue of the Judicial Order to which Defendant purports a status of Contractee and Creditor substantially to enlarge defendant's defamation of Plaintiff and a Witness in the complaint.**
9. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego continued to usurp additional authority fraudulently to withhold reasonable payments substantially of equitable interest to Plaintiff and for the execution of the agreement and its continuance without notice to Plaintiff even though defendant and plaintiff have had equitable interest in each provisional execution of the agreement.
10. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego asserts to a conspiracy with a "lawyer," Seth A Rafkin, to contact Plaintiff's Home and Office Landlords, Plaintiff Friends and Business Associates and to negotiate the undercutting of Plaintiff "to make him" Plaintiff "an homeless individual" and to help with forcing Plaintiff to sell, give up or lose specific intellectual property trade secrets including Plaintiff's trademark "MCSI Intelligent Security".
11. Here Plaintiff brings claims for FRAUD, BREACH of CONTRACT, NEGLIGENCE, EQUITABLE TITLE, UNJUST ENRICHMENT, LIBEL and BAD FAITH against the Defendant Philip T. Gildred

PLAINTIFF REQUESTS the sum of **\$200,000,000, "TWO HUNDRED MILLION DOLLARS"** less the EQUIVALENT value of **\$195,160.27 "ONE HUNDRED and NINETY FIVE THOUSAND, ONE HUNDRED and SIXTY DOLLARS and TWENTY-SEVEN CENTS** ascribed to the Defendant as Designated Contractee and a Creditor to Plaintiff.

well as “any other compensatory damages, punitive damages, interest fees, and any other relief the court deems fitting.”

01. **LEGAL STANDARD** In the present matter, the facts establish Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Professional Businesses & The Gildred Family of San Diego as a Contractor/Creditor and Plaintiff as an Employee/Debtor and is such as broadly in detail to broadly define a contract allowing Plaintiff to execute a product or products of services substantially to which will incur reasonable fees, to which upon the execution thereof such applicable fees will be paid to Plaintiff by the Defendant Philip T Gildred, and or by any Principal for Defendant's Professional Businesses & The Gildred Family of San Diego consistent with each pending service or services and those to which have been executed.
02. By ways of a stipulation the enjoined parts agree to end the question of Defendant Philip T Gildred as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego “The Lawsuit” and also to Plaintiff’s Counter “LawSuit” for “Breach of Contract” each of which was never adjudicated.
03. Here, the case, of course, is represented in part by (the witness) the “Hon. Louis Levi Nock”, who substantially acted as the aider-abettor given rise to the substantial concern about damages sought by Plaintiff, for Defendant's defamation to the witness and his liability for facilitating the enjoined party's to the Agreement Contract, a Stipulation in Contempt.
04. Here it would not depend on the correct legal characterization of the Agreement Contract execution and for informational purposes the broader spectrum implied equitable interests to the adjoined parties, but that to each contemptuous disclosure he facilitated as defined by "exhibit A" to the Agreement Contract.
05. A settlement agreement is a contract, and the legal principles which apply to contracts generally apply to settlement contracts.
06. An essential element of any contract is ‘consent’. Case law will establish that the subject Agreement Contract though void as against public policy, "there arises an implied equitable interest to pay for services rendered thereunder, and the remedy of action sounding in quantum meruit is available to recover the reasonable value thereof." (1 Cal.App.2d at p. 522; see also Ayres v. Lipschutz (1924) 68 Cal.

Summary of Intermittent Relief Sought

07. Plaintiff a poor person seeks: A "Declarative Order" from the Court sufficiently to Cancel or suspend the "Agreement Contract" forthwith on toward an injunction against the Defendant on any forward actions taken by the Defendant to be imposed upon the Defendant as a result of Defendant's actions as an individual and Principal to Defendant's Professional Businesses & The Gildred Family of San Diego in deceptive actions, (*ECF.03 Letter.Exhibit and Addendum to the agreement*) and as such, with "Immediate Effect" pending the outcome of each dispute before the Court in Plaintiff's "Summons & Complaints".
08. Plaintiff a poor person seeks: Alternate to immediate "Injunctions" HELD against Defendant Philip T Gildred, in defendant's actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego for: **I. DEFAMATION** - Against Defendant Philip T Gildred, actions as Contractor and Creditor's in defendant's use of the "Agreement Contract" for the purpose of Defamation and to publicly disparage Plaintiff and Witnesses: The Honorable Justice Luis Levi Nock, Carolina, Clerk Renee Woody, Attorney Jennifer Borgue, Adjunct Professor Joan Snitzer, and Plaintiff's associates private, personal, social and professional contacts specifically to New York Tango and Metro Commute Security International). **II. CONVERSION** - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" to suspend, cancel and delete urls consistent with Plaintiff/Debtor's sources of incomes projected and needed to sustain Plaintiff, a poor person's livelihood. **III. FRAUD - THIEVERY** Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego as a Contractor and Creditor's use of the "Agreement" in certified court filings to force collections habitually without providing Plaintiff with an Appropriate Bill of Costs, to include an instruments theft in the Agreement and for its attempt to collect a debt proportionately lesser and fractionally low against Plaintiff/creditor to that which is owed to Plaintiff as reasonable payments for services rendered by Plaintiff under the Agreement Contract. **IV. Nuisance** - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" for the

purpose of Nuisance. **V.** Libel & Slander - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" for the purpose of Libel or Slander. **VI.** Negligent acts - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of instruments assigned by the "Agreement" for the aforementioned and negligence. **VII.** Tortious Interference - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" for Tortious Interference. **VIII.** Intellectual Property - Trade Secret Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" to pressure Plaintiff into selling, giving up and or losing Intellectual Property and Trade Secrets. **IX.** Unfair and Deceptive Practices - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" to boost awareness to defendants own professional businesses and The Gildred Family of San Diego at the demise of plaintiff status that of a poor person. **X.** Breach of Fiduciaries - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" exhaustively to default on the equitable interest of the adjoined parties. **XI.** Regulatory (Attorneys Discrepancies) Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" to include legal misrepresentations, **XII.** Breach of Representations - Defendant Philip T Gildred, actions as an individual Contractor and Creditor's use of the "Agreement" to enforce false judicial statements, and to be held with Liability for Breach of Contract and for Material Breach of Contract.

09. **PLAINTIFF History:** Since 1992, Plaintiff's generally assert a poor person status in operations [Foster's Economical Services Co. Inc.,] and has offered a suite of business networking and business development formats that covers a number of financial, accounting, wholesale, retail, manufacturing, distribution and Tech-Start-Ups. As a poor person Plaintiff engenders, develops and expedites invaluable small business network trending tools [ideas] effectuating the Electronic Surveillance Security Systems, Communications, Hospitality and Entertainment Industries. Plaintiff as a poor person is also an avid Dancer who performs, choreographs and instructs as time and finance permits. Plaintiff as a poor individual splits his time

management between the protection and security mainly of plaintiff's business trade secrets ideally files house upon protected servers accessible under urls for example iPiD.name, GoRooGle.com, TipsOnly.com, DefenseDataRecovery.com, TBCelebrity.com, FamousNewYorker.com, DanceWithMe.org, and others to include Plaintiff's USPTO Trademark "MCSI Intelligent Security". Plaintiff as a poor person is an individual at all times unrepresented by legal counsel, a product of the defendant's admissions to usurp control over individuals or persons who are without counsel, with access to business trade secrets and people who are poor.

10. **DEFENDANT History:** Here for Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego in this Breach of Contract lawsuit, where Defendant Philip T Gildred, is an affluent business professional and at all times represented by adequate legal counsel is being sued as a Contractor/Creditor and competitor for BREACH of CONTRACT.

11. **DEFENDANT:** is owner of various technology driven sales and services firms "Professional Businesses". Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego is an individual by his own variety of intermittent claims to social and domestic under "**The Gildred Family of San Diego CA**", including Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's conjunctive claims associated with "The Agreement". The "Addendum" to which describes a variety of "Work-Orders" to which at least one interpretation includes the delineations of USTDA-Trademark (**#86304785**) which describes Plaintiff as "Owner" under the Uniform Trade Secrets Act (Civ.Code, § 3426 et seq.; UTSA), holding **International Class CODE #009 & #012 and US Class Codes 021, 023, 026, 036, 038 & 019, 021, 023, 031, 035, 044**. **Here, the Plaintiff asserts "Breach of Contract" and "Breach of Fiduciary Duty"** of each theory advanced by the defendant in an "Addendum/Exhibit" to "The Agreement" solely to which deems a variety of misappropriations, Fraud and Thievery to Plaintiff's trade secrets. The theory also independently supports a

claim for statutory and common law unfair competition and interference with Plaintiff's business relations and sources of plaintiff's practical livelihood day to day resourcefulness, personal, domestic and professional.

12. Plaintiff asserted each theory claim fully in advance through a series of filings in addition to emails to Defendant Philip T Gildred, % for and on behalf of defendant's actions as an individual and Principal to Professional Businesses & The Gildred Family of San Diego. Both in official filings [certified] and common efforts Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego with negligence continues to misrepresent its fiduciary responsibilities consistent with the agreement contract adjoined to with Plaintiff by the Defendant.

13. The Plaintiff asked in certified filings and otherwise that the contract be amended, canceled outright at minimum but Defendant continues to misrepresent its fiduciary responsibilities- Plaintiff was opened - to renegotiations on defendant's proposed instruments of outright Thieveries, lack of clarity asserted by the contract and, its outright Fraud and certain unforgeable criterias including Defamation, thievery, Libel and Slander to Plaintiff and the Witnesses named in this complaint if each element of the Agreement Contract were in each exact terms executed would indulge plaintiff to criminal theft.

APPLICATION to PROCEED in FORMA PAUPERIS

14. Plaintiff, a poor person, seeks A Court Order to proceed throughout each application Forma Pauperis (ECF. 04) and has submitted the forms of a fully executed application to the Court along with these filings.

"A Court may

allow a plaintiff to prosecute an action in federal court without prepayment of fees or security if the plaintiff

submits an affidavit showing that he or she is unable to pay such fees or provide such security. See 28 U.S.C. §

1915(a)(1)".

PERMISSION to Serve DEFENDANT by Electronic Mail return-receipt

15. Plaintiff a poor person seeks along with Application to Proceed Forma Pauperis, permission from the Court to serve each additional filings by Electronic Mail Return Receipt if Defendant Philip T Gildred, as an individual and Principal and to Defendant's professional Businesses & The Gildred Family of San Diego, if and when Defendant refuses to submit an acknowledgement to plaintiff “**SERVICE APPLICATION WAIVER**”

ention Defendant Philip T Gildred, by Electronic Mail Return Receipt.

16. Plaintiff a poor person seeks along with Application to Proceed Forma Pauperis permission from the Court to proceed with each hearing Telephonically and or via Video Conference.

COUNT I

[BREACH OF CONTRACT – BREACH of REPRESENTATIONS]

Breach of Contract: *(Breach of Fiduciary Duty) Defendant Philip T. Gildred % and on behalf of himself, His Professional Businesses and The Gildred Family of San Diego asserts by contractual obligation and created severally the illegal duties to which if executed will impede criminal conduct to Plaintiff, and such other duties whereas if not actionable by Plaintiff a breach of that duty may be actionable against Plaintiff. Here except on the condition of "claims specific to fraud & thievery". The agreement contract established certain duties to which implies costs to be paid by the defendant to the plaintiff upon the completion of each duty.*

173. Plaintiff a poor person without counsel re-alleges pages one (1) through one-hundred and thirty-one as if fully set forth in this count.

174. Plaintiff a poor person without counsel has fully performed all of the obligations imposed on it under the Original Contract Terms.

175. Defendant Philip T Gildred an Affluent Individual with Counsels at all times, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego breached its obligations under the

Original Agreement Contract's reasonable implications to equitable interest or payments due to plaintiff set forth in the agreement contract and the of instruments set forth by the defendant in "Exhibit A" The Work Order addendum to the agreement contract. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego and as a reputable business man, is cognizant of the severity of contractual implications and the obligations to each just and equitable interest to the adjoined parties.

176. As a direct and proximate result of Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's breach, Plaintiff has suffered financial and punitive damages.

177. Plaintiff is entitled to recover the all amount of actual, consequential, and incidental damages it suffered and continues to suffer as a result of the Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's breaches.

178. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's Professional Businesses., including but not limited to Gildred Development Companies, FMT Financial Services, FMT Consultants and Defendant Philip T Gildred, as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's company or successor are by these terms of the Agreement Contract liable to Plaintiff for these damages.

COUNT II

[FRAUD IN THE INDUCEMENT – DEFENDANTS ACTIONS % BUSINESSES & THE GILDRED FAMILY of SAN DIEGO]

FRAUD: *By the specific content fraudulently ascribed by the Defendant Philip T. Gildred % Himself, for and on behalf of Defendant's Professional Businesses and The Gildred Family of San Diego Defendant did certify (a) misrepresentation, false representation, concealment, nondisclosure, (b) knowledge of falsity, (c) intent to defraud with power to induce reliance, fraud, criminal thievery, (d) to effectuate justifiable reliance; and (e) resulting to damages to Plaintiff.*

179. Plaintiff re-alleges pages one (1) through one-hundred and thirty-one as if fully set forth in this count.

180. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego intentionally made fraudulent and false material statements of fact to Plaintiff

regarding Defendant Philip T Gildred, obligations under all and each consecutive implied terms of the Original Agreement Contract and the addendum to the Agreement Contract which was prepared by Defendant Philip T Gildred, and adjoined to with plaintiff % defendant as an individual and Defendant as Principal to Defendant's Professional Businesses & The Gildred Family of San Diego.

181. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego knowingly made such false representations deceptively and descriptively in writing within the Agreement Contract.

182. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego, is an affluent businessman knowingly asserted and made such false representations with the intent to induce Plaintiff a poor individual with access to trade secrets, and to induce plaintiff to enter the Agreement Contract knowing Plaintiff assumed it not to be defective.

183. Plaintiff reasonably relied on Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's misrepresentations and, to Plaintiff's detriment, entered into the Agreement Contract and assumed it not to be defective.

184. As a result of Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's fraud, Plaintiff has suffered damages including economic losses and the loss of goodwill and Defendant is entitled to judgment against Defendant Philip T Gildred, as an individual and Principal to Defendant's Professional Businesses & The Gildred Family of San Diego and to recover these damages.

185. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's Professional Businesses., including but not limited to Gildred Development Companies, FMT Financial Services, FMT Consultants and Defendant Philip T Gildred, "The Gildred Family of San Diego" ascribed to Defendant Philip T Gildred, or successor are by these terms of the Agreement Contract liable to Plaintiff for these damages.

COUNT III

[FRAUD IN THE INDUCEMENT]

Actionable Causes: *Malicious prosecution claim and breach of fiduciary duty, negligence, waste, and intentional interference with prospective economic advantage and bad faith*

186. Plaintiff re-alleges pages one (1) through one-hundred and thirty-one as if fully set forth in this count.

187. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego, as president of Gildred Development Companies, intentionally made fraudulent and false material statements of fact to Plaintiff regarding Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's Professional Businesses and The Gildred Family of San Diego ability to fulfill the obligations under the Agreement Contract and each equitable interest value.

188. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego knowingly made such false representations regarding Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's Professional Businesses and The Gildred Family of San Diego to Plaintiff.

189. Defendant made such false representations regarding actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's, Professional Businesses and The Gildred Family of San Diego with the intent to induce Plaintiff to enter the Agreement Contract.

190. Plaintiff reasonably relied on Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's and Defendant's misrepresentations regarding actions as an individual and Principal to Defendant's Professional Businesses and The Gildred Family of San Diego and, to its detriment, plaintiff entered the defective Agreement Contract.

191. As a result of Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's FRAUD, Plaintiff has suffered damages including economic losses and the loss of goodwill and Defendant Philip T Gildred actions, Plaintiff is entitled to judgment against Defendant Philip T Gildred, as an individual and Principal to Defendant's Professional Businesses and to Defendant's Direct Family The Gildred Family of San Diego to recover these damages.

COUNT IV

[INTENTIONAL MISREPRESENTATION – DEFENDANTS ACTIONS % BUSINESSES & THE GILDRED FAMILY of SAN DIEGO]

The "Agreement" therein constitutes Defendant as "Contractor". Wherein by virtue of each party's signature to the "Agreement" the "Defendant (Contractor) Hired Plaintiff (Contractee)". The "Agreement" by written content broadly implies Plaintiff as contractor, employee, partner, associate and "Debtor". That "Plaintiff" (Contractee) will "Execute" and "Carry-Out" and "Accomplish " a specific and certain "Tasks" [implied] for a fee which at minimal equates to a "Debt" owed to Defendant (Creditor). Defendant is a business man of reputable standings - "A recognized Ernst & Young Entrepreneur of the Year Awardee". **Plaintiff holds the USPTA trademark "MCSI Intelligent Security" and so does Defendant who holds A USPTA trademark Tom Gildred™**, which defines Defendant as a "Service" not an "Individual". Defendant is an "Established

Professional"
and a "Service"
with the
wherewithal,
experience,
control and

Malicious Intent:

"Professionals who are invested with the experience and fortune to treat individuals with a Mental illness are required first to offer healthcare methods and solutions" Plaintiffs in Gildred v Foster choose rather the pursuit of a governmental institution for the purpose of "Supplemental Racketeering".

access to fortunes in the fields of "Mental Health and Medical Health Hospital Facilities" San Diego Region. Defendants "TomGildred.com/tom, boast Defendant as: A multi-generational San Diegan. Holds a bachelor's degree in accounting from San Diego State University. Founder of the firm FMT Consultants. Named Most Admired CEO by San Diego Business Journal and boasts a CEO focused on Employee Comfort. A Judge, CEO, Chair, Founder, Member/Board or Director to:

- American Heart Association – Heart Walk,
- Downtown Breakfast Rotary Club and San Diego Software Industry Council,
- Sharp HealthCare Board of Directors,
- Sharp HealthCare Information Technology Committee – Chair,
- Sharp HealthCare Marketing & Communications Committee,
- Sharp HealthCare Audit Committee,
- Sharp HealthCare Growth Planning Committee,
- Sharp HealthCare Nominating Committee,
- Sharp Memorial Hospital Board of Trustees,
- Emerald Textiles,
- Ernst & Young Entrepreneur of the Year® Judge,
- FMT Consultants Chief Executive Officer,
- Mission Valley YMCA,
- Plaza de Panama,
- San Diego State University, College of Business Administration,
- San Diego Museum of Art,
- San Diego Museum of Art Executive Committee,
- San Diego Museum of Art Strategic Planning Committee,
- San Diego Museum of Art Finance Committee,
- San Diego Museum of Art Audit Committee,
- San Diego Museum of Art Development

Committee, •San Diego Museum of Art Compensation & Benefits Committee, •San Diego Museum of Art Governance & Nominating Committee, •The Gildred Companies Board of Directors – Chairman, •The Gildred Companies Audit Committee – Chairman, •The Gildred Companies Compensation Committee, •Vistage Group 3080 – Founder, •Vistage Member Advisory Committee, FMT Financial Systems.

Defendant entered the agreement contract with full knowledge of each of its contractual implications and the associated equitable interest in part submitted by plaintiff's certified bills of costs to be paid by defendant.

192. Plaintiff re-alleges pages one (1) through one-hundred and thirty-one as if fully set forth in this count.

193. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego intentionally made fraudulent and false material statements of fact to Plaintiff regarding Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's ability to fulfill the obligations under the instruments of the agreement and expenses incurred by the plaintiff during the time of the contract.

194. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego knowingly made such false representations to Plaintiff.

195. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego intended for Plaintiff to rely on such false representations.

196. Plaintiff reasonably relied on such false statements and was induced to, among other things, resulting in expenses incurred by plaintiff during the time of the contract.

197. By relying on such false statements, Plaintiff has suffered damages including economic losses and the loss of goodwill and Plaintiff is entitled to judgment against Defendant Philip T Gildred, as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego to recover these damages.

198. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego an affluent individual with adequate legal counsel at all times, as Defendant Philip T Gildred, as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego and successors to, defendant's liabilities, is also liable to Plaintiff for these damages.

COUNT V

[INTENTIONAL MISREPRESENTATION – DEFENDANTS ACTIONS % BUSINESSES & THE GILDRED FAMILY of SAN DIEGO]

And for and on behalf of that MISREPRESENTATION Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego an affluent individual with adequate legal counsel at all times coerce Plaintiff an individual, a poor person, without legal counsel. Here Defendant Philip T Gildred, acted Recklessly as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego and as an affluent individual with adequate legal counsel at all times, Defendant intentionally by fact and opinion implied the inaction of duties by Plaintiff but misrepresented fact and opinion expenses incurred by and due to plaintiff as a result of the agreement.

199. Plaintiff re-alleges paragraphs one (1) through one-hundred and thirty-one as if fully set forth in this count.

200. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's Professional Businesses & The Gildred Family of San Diego intentionally made fraudulent and false material statements of fact to Plaintiff regarding Defendant Philip T Gildred, by fact and opinion implied in the agreement contract, to fulfill the obligations under the instruments of the agreement to compensate plaintiff for expenses incurred by plaintiff during the time of the contract.

201. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's Businesses & The Gildred Family of San Diego knowingly made such false representations to Plaintiff.

202. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's Businesses & The Gildred Family of San Diego intended for Plaintiff to rely on such false representations.

203. Plaintiff reasonably relied on such false statements and was induced to, among other things, by fact and opinion implied by the agreement of equitable interest to be paid to Plaintiff upon executing the instruments of the agreement and with Defendant Philip T Gildred except for instruments deflecting FRAUD & Thieveries.

204. By relying on such false statements, Plaintiff has suffered damages including economic losses and the loss of goodwill and Plaintiff is entitled to judgment against Defendant Philip T Gildred, actions as an

individual and Principal to Defendant's Businesses & The Gildred Family of San Diego to recover these damages.

COUNT VI

[NEGLIGENT MISREPRESENTATION – DEFENDANTS ACTIONS % IT’S BUSINESSES & THE GILDRED FAMILY of SAN DIEGO]

205. Plaintiff re-alleges paragraphs one (1) through one-hundred and thirty-one as if fully set forth in this count.

206. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego negligently made false statements of material fact to Plaintiff regarding the obligations set forth under the instruments of the agreement to which certain facts described in deliberate content of the addendum to the agreement contract to which defines thievery and and implied expenses to be incurred by plaintiff upon execution thereof to be the conduct of criminal indulgence.

207. Defendant Philip T Gildred an affluent business and professional entrepreneur, actions as an individual and Principal to Professional Businesses & The Gildred Family of San Diego owed a duty of care to Plaintiff, a poor person without legal Counsel to be truthful.

208. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego had no reasonable basis for believing the false statements enlisted in the agreement contract and the addendum to the agreement contract to be true, in particular statements of thievery.

209. Defendant Philip T Gildred, actions as an individual and Principal to Professional Businesses & The Gildred Family of San Diego knew that Plaintiff, a poor person without legal counsel would rely on its statements and Plaintiff justifiably relied on such statements to plaintiff’s detriment.

210. By relying on such false statements, Plaintiff has suffered damages including economic losses and the loss of goodwill and Plaintiff is entitled to judgment against Defendant Philip T Gildred, Defendant's Professional Businesses & The Gildred Family of San Diego to recover these damages.

211. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Professional

Businesses & The Gildred Family of San Diego's companies and successors to defendant liabilities, are also liable to Plaintiff a poor person without legal counsel for these damages.

COUNT VII

[NEGLIGENT CONTRACTING – DEFENDANTS ACTIONS % BUSINESSES & THE GILDRED FAMILY of SAN DIEGO]

212. Plaintiff re-alleges paragraphs one (1) through one-hundred and thirty-one as if fully set forth in this count.

213. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Professional Businesses & The Gildred Family of San Diego, adjointed Plaintiff upon executing the agreement contract to imply, due diligence with regard to Defendant's experience as an employer to plaintiff, an employee or any entity, or, and, individual that would execute the instruments to the agreements Defendant therefore implied a duty of care in Plaintiff's execution of the instruments to the agreement.

214. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego hired Plaintiff by adjoining itself to the agreement contract defendant implied confidence, of Plaintiff's experienced and competent ability to perform the work necessary fully to execute the instruments, to the agreement such as listed by defendant in "exhibit A" the addendum to the agreement.

215. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego knew that the agreement contract implied plaintiff as a competent employee, experienced, and capable of executing the instruments to the agreement on contract with equitable interest.

216. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego's negligent agreement contracting proximately caused Plaintiff to suffer economic losses, thereby entitling Plaintiff to damages.

217. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego an affluent individual with adequate legal counsel at all times, and successor to defendant's liabilities, is also liable to Plaintiff for these damages.

COUNT VIII

**[UNJUST ENRICHMENT– DEFENDANTS ACTIONS % BUSINESSES & THE
GILDRED FAMILY of SAN DIEGO]**

218. Plaintiff re-alleges paragraphs one (1) through one-hundred and thirty-one as if fully set forth in this count.

219. To its detriment, Plaintiff accepted each responsibility upon adjoining to the agreement while Defendant Philip T Gildred, as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego confer restitution to Plaintiff's equitable interest, but adduce deficiency to Defendant's obligation upon Plaintiff's execution of the agreement. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego accepted and benefited from Plaintiff's equitable interest to the agreement.

220. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego was aware of and has enjoyed the benefits conferred upon it by Plaintiff.

221. Under the circumstances, it is inequitable for Defendant Philip T Gildred, as an individual or as Principal to Defendant's Professional Businesses and or The Gildred Family of San Diego to accept and retain the benefit of the payments as a result of Plaintiff's equitable interest to the agreement.

222. Plaintiff is entitled to recover from Defendant Philip T Gildred an individual and as Principal to Defendant's Professional Businesses & The Gildred Family of San Diego the amount of this unjust enrichment in an amount to be proven at trial.

223. Defendant Philip T Gildred, actions as an individual and Principal to Defendant's Businesses & The Gildred Family of San Diego an affluent individual with adequate legal counsel at all times, and successor to , defendant liabilities, is also liable to Plaintiff for these damages.

JURY DEMAND

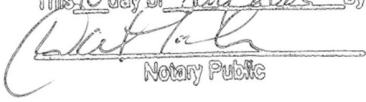
224. Plaintiff demands a trial by jury of all issues so triable.

WHEREFORE, Plaintiff respectfully requests the following relief:


- (1) All actual consequential, and incidental damages it has suffered and continues to suffer;
- (2) Damages for Plaintiff's harm to reputation and loss of goodwill;
- (3) Punitive damages;
- (4) Alternate' fees and expenses equitable to each court filings;
- (5) All costs to loss of value to trade secret properties, loss of income, for litigation and investigation; and
- (6) Any and all other relief as this Court may deem just and proper.

Respectfully submitted, this 10th day of July, 2023.

State of New York
County of New York

Subscribed and sworn to before me
This 10 day of July 2023 by

Notary Public

By: /s/ Michael Foster


Michael Foster
128 EAST BWDY
UNIT#260
New York, NY 10002

WAH HEE LEI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01LE6151951
QUALIFIED IN KINGS COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
COMMISSION EXPIRES AUGUST 26, 2026