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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

14 ALBERT BUSHALA, an individual,
15
16 Plaintiff,
17 vs.

Case No.: 30-2024-01430906-CU-NP-CJC
Assigned to: Hon. Assigned for all purposes:
Judge Gassia Apkarian

17 SALMA BUSHALA-HAMUD, an
18 individual, and as Trustee of the BUSHALA
19 LIVING TRUST, and the BUSHALA
20 LEGACY TRUST, and the SAB DYNASTY
21 TRUST; HAROLD HAMUD, an individual;
22 GEORGE BUSHALA, JR., an individual;
23 ANTHONY BUSHALA, an individual;
24 SYLVIA BUSHALA, an individual;
25 GEORGE BUSHALA, SR., an individual;
26 BUSHALA BROTHERS, INC., a California
27 corporation; BUSHALA, LLC, a California
28 limited liability company; MASKELL
RIGGING & EQUIPMENT, INC., a
California corporation; SBH CAHUENGA,
LLC, a California limited liability company;
SAB MANAGEMENT, LLC, a California
limited liability company; ANB
PROPERTIES, LLC, a Nevada limited
liability company, GKB JR., LLC, a Nevada
limited liability company; WILSHIRE LLC, a
California limited liability company; and
DOES 1 through 50,

COMPLAINT FOR:

- 1) **Declaratory Relief;**
- 2) **Breach of Partnership Agreement;**
- 3) **Breach of Implied Covenant of Good Faith and Fair Dealing;**
- 4) **Breach of Fiduciary Duty;**
- 5) **Aiding and Abetting Breach of Fiduciary Duty;**
- 6) **Conversion;**
- 7) **Violation of Penal Code §496(c);**
- 8) **Accounting**

DEMAND FOR JURY TRIAL

Defendants.

1 Pursuant to Code of Civil Procedure section 425.10, et seq., plaintiff ALBERT BUSHALA,
2 an individual (“Plaintiff” or “Albert”)¹, by and through his attorneys of record, hereby alleges and
3 complains against Defendants, SALMA BUSHALA-HAMUD (“Salma”), as an individual and as
4 Trustee of the BUSHALA LIVING TRUST, and the BUSHALA LEGACY TRUST, and the SAB
5 DYNASTY TRUST, HAROLD HAMUD (“Harold”), GEORGE BUSHALA, JR. (“George, Jr.”),
6 ANTHONY BUSHALA (“Anthony”), GEORGE BUSHALA, SR. (“George, Sr.”), SYLVIA
7 BUSHALA (“Sylvia”), BUSHALA BROTHERS, INC., a California corporation, BUSHALA,
8 LLC, a California limited liability company, SBH CAHUENGA, LLC, a California limited
9 liability company, SAB MANAGEMENT, LLC, a California limited liability company,
10 MASKELL RIGGING & EQUIPMENT, INC., a California corporation, ANB PROPERTIES,
11 LLC, a Nevada limited liability company, and GKB JR., LLC, a Nevada limited liability company
12 (collectively, “Defendants”), as follows:

13 **INTRODUCTION**

14 1. This dispute concerns the Bushala family. Years ago, the patriarch of the family,
15 defendant George Bushala, Sr. – Lebanese Christian by birth – immigrated from the Middle East
16 to Los Angeles, seeking a better life. He sold shoes at May Company. He saved his money, got
17 married to defendant Sylvia Bushala, and bought a little restaurant. Then they bought a modest
18 home and had four children: defendants George, Jr., Anthony, Salma, and plaintiff Albert. The
19 father, George, Sr., started to acquire and develop real estate. As was traditional in Lebanon, as
20 each of George, Sr.’s three sons came of age, they joined with the father in business, each devoting
21 his full time and attention to that business. They acquired property, developed apartments,
22 commercial buildings, and industrial buildings, and the sons managed and maintained those
23 buildings.

24 2. Early on, the father and the brothers entered into an oral general partnership
25 agreement (the “Family Partnership Agreement”). In Lebanon, and in Lebanese culture generally,
26 it is traditional for agreements among family members to be oral. Oral contracts are given more

27 ¹ The present dispute is between family members. Most of the parties have the last name
28 Bushala. Therefore, for purposes of clarity, Plaintiff will refer to the parties by their first names.
Plaintiff intends no disrespect by doing so.

1 importance than written contracts, and while breaching a written contract is seen as merely a
2 formality, breaching an oral contract is considered a dishonorable act that could tarnish one's
3 reputation forever. This is particularly true for oral agreements among family members, where the
4 commitments made in an agreement hold more weight due to the family connection, and the
5 expectation is that the parties will honor their agreement due to the relationships between them.
6 Reducing agreements among family members to writing is considered insulting because it
7 indicates a lack of trust and respect among the family members. Among the Bushalas, the Family
8 Partnership Agreement had the following terms:

- 9 • The father and the three sons are partners in business (the "Family Partnership");
- 10 • Each son would devote substantial time and energy to the business of the Family
11 Partnership;
- 12 • On paper, the assets of the Family Partnership – real estate, bank accounts, and
13 investment portfolios ("Partnership Assets") – could be held for convenience in
14 the names of any of the individual partners or companies they owned;
- 15 • Regardless of the individual name or company on title, those assets belonged to
16 the Family Partnership, which was and is, in turn, owned by the three sons, one
17 third each;
- 18 • Regardless of the individual name or company on title, during the father's
19 lifetime, the father would control all of the Partnership Assets for the benefit of
20 the Family Partnership;
- 21 • Upon the father's death, the Partnership Assets would be divided evenly between
22 the three sons, George Jr., Anthony, and Albert.

23 3. For their entire adult lives, over the past 50 plus years, in reliance on the Family
24 Partnership Agreement, and the wealth they would mutually create and share, the three sons all
25 worked for the Family Partnership. As a result of their efforts, the Partnership Assets eventually
26 grew to over \$400 million in value.

27 4. The father, George, Sr., is now 96 years old. The mother, Sylvia, is 86. Their health,
28 and particularly George, Sr.'s, is significantly declining. George, Sr. is no longer able to move
about freely and requires full-time care for his basic needs and daily living activities. Sylvia suffers
from short-term and long-term memory loss at times, and has a family history of dementia.

1 12. Defendant George, Jr. is now, and at all times relevant herein was, an individual
2 residing in the County of Orange, California, and a brother of Plaintiff.

3 13. Defendant Anthony is now, and at all times relevant herein was, an individual
4 residing in, the County of Orange, California, and a brother of Plaintiff.

5 14. Defendant George, Sr. is now, and at all times relevant herein was, an individual
6 residing in California, and the father of Plaintiff. Plaintiff is informed and believes and thereon
7 alleges that George, Sr. has not knowingly or intentionally engaged in any wrongdoing but has
8 been the victim of elder abuse, undue influence and tortious manipulations by other Defendants.
9 But for such undue influence and manipulations, George, Sr.'s position would be in alignment
10 with that of Plaintiff herein.

11 15. Defendant Sylvia is now, and at all times relevant herein was, an individual residing
12 in California, and the mother of Plaintiff.

13 16. Plaintiff is informed and believes and thereon alleges that defendant SBH
14 CAHUENGA, LLC is a California limited liability company engaged in the business of real estate
15 investment, with its principal place of business in the County of Orange, California. Defendant
16 Salma is the sole and managing member of SBH CAHUENGA, LLC.

17 17. Plaintiff is informed and believes and thereon alleges that defendant ANB
18 PROPERTIES, LLC is a Nevada limited liability company engaged in the business of real estate
19 investment, with its principal place of business in the County of Orange, California. Defendant
20 Anthony is the managing member and sole member of ANB PROPERTIES, LLC.

21 18. Plaintiff is informed and believes and thereon alleges that defendant GKB JR., LLC
22 is a Nevada limited liability company engaged in the business of real estate investment, with its
23 principal place of business in the County of Orange, California. Defendant George, Jr. is the sole
24 and managing member of GKB JR., LLC.

25 19. Plaintiff is informed and believes and thereon alleges that defendant BUSHALA,
26 BROTHERS, INC. is a California corporation, with its principal place of business in the County
27 of Orange, California, and is the management company for the Family Partnership described
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1 hereinbelow. Plaintiff is informed and believes that George, Jr. is the President of BUSHALA
2 BROTHERS, INC.

3 20. Plaintiff is informed and believes and thereon alleges that defendant BUSHALA,
4 LLC is a California limited liability company engaged in the business of real property investment
5 and ownership, with its principal place of business in the County of Orange, California. Defendant
6 George, Sr. is the sole managing member of BUSHALA, LLC.

7 21. Plaintiff is informed and believes and thereon alleges that defendant SAB
8 MANAGEMENT, LLC is a California limited liability company engaged in the business of real
9 estate investment, with its principal place of business in the County of Orange, California.
10 Defendant, Salma is the sole managing member of SAB MANAGEMENT, LLC.

11 22. Plaintiff is informed and believes and thereon alleges that defendant, MASKELL
12 RIGGING & EQUIPMENT, INC. (“MASKELL”) is a California corporation doing business in
13 the County of Orange, with its principal place of business in the County of Riverside, California.
14 Plaintiff is informed and believes and thereon alleges that Salma is the President of MASKELL.

15 23. Plaintiff is informed and believes and thereon alleges that defendant BUSHALA
16 LIVING TRUST is a trust that was formed in the County of Orange, California and the principal
17 place of its management and administration is the County of Orange, California. Defendant Salma
18 is the trustee of the BUSHALA LIVING TRUST.

19 24. Plaintiff is informed and believes and thereon alleges that defendant BUSHALA
20 LEGACY TRUST is a trust that was formed in the County of Orange, California and the principal
21 place of its management and administration is the County of Orange, California. Defendant Salma
22 is the trustee of the BUSHALA LIVING TRUST.

23 25. Plaintiff is informed and believes and thereon alleges that defendant SAB
24 DYNASTY TRUST is a trust that was formed in the County of Orange, California and the
25 principal place of its management and administration is the County of Orange, California.
26 Defendant Salma is the trustee of the BUSHALA LIVING TRUST.

27 26. Defendant Does 1 through 10, inclusive, are sued herein under fictitious names.
28 Their true names and capacities are unknown to Plaintiff at this time. When their true names and

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- Each son would devote substantial time and energy to the business of the Family Partnership;
- On paper, the assets of the Family Partnership – real estate, bank accounts, and investment portfolios (“Partnership Assets”) – could be held for convenience in the names of any of the individual partners or companies they owned;
- Regardless of the individual name or company on title, those assets belonged to the Family Partnership, which was and is, in turn, owned by the three sons, one third each;
- Regardless of the individual name or company on title, during the father’s lifetime, the father would control all of the Partnership Assets for the benefit of the Family Partnership;
- Upon the father’s death, the Partnership Assets would be divided evenly between the three sons, George Jr., Anthony, and Albert.

32. At no time was the sister Salma, or her husband Harold, or Sylvia part of the Family Partnership.

• **The Parties Perform Under the Family Partnership Agreement**

33. All parties performed under the Family Partnership Agreement. As the three sons came of age, they joined their father in business. Father and sons acquired, developed, and managed real estate. The properties included single-family and multi-family residential, commercial, and industrial buildings. Over the course of the last 50+ years, each son devoted substantial time and effort to the business pursuant to the Partnership Agreement. Plaintiff, in particular, did the following on behalf of the Family Partnership: managed and maintained tenant relations, handled lease administration, conducted property inspections, handled tenant complaints, maintained records related to the partnership properties, determined rental pricing, handled overall supervision of the properties, conducted tenant screening and evictions, enforced lease terms, marketed properties, managed property budgets, advertised when there were vacancies, ensured compliance with the Fair Housing Act, handled maintenance requests, collected payments, and made deposits.

34. Over time, as properties, bank accounts, and investment portfolios were acquired and grew, the various Partnership Assets were held in different names: those of the father or

1 mother, of one or more brothers, and/or of companies affiliated with the brothers, such as
2 defendants ANB PROPERTIES, LLC and GKB JR., LLC. In accordance with the Family
3 Partnership Agreement, regardless of the name under which each asset was held, each of the
4 partners understood and believed that the assets belonged to the Family Partnership, and each
5 partner accounted for those assets as though they so belonged. Over time, the Partnership Assets
6 have grown to a value of over \$400 million.

7 35. At no time did the sister Salma, her husband Harold, or Sylvia perform any
8 substantial services on behalf of the Family Partnership.

9 • **The Parents Age and Become Weak and Vulnerable**

10 36. The father, George, Sr., is now 96 years old. The mother, Sylvia, is 86. They are
11 in significantly declining health. George, Sr. developed throat cancer in 2021 and underwent
12 extensive treatment and chemotherapy that weakened him greatly. George, Sr. has also become
13 nearly deaf, cannot move around well on his own, and needs help performing basic daily functions
14 such as showering, preparing meals, driving, and paying bills. George, Sr. is vulnerable. Sylvia
15 suffers to some degree from memory loss and has a family history of dementia.

16 • **Sister Salma, Her Husband Harold and Sylvia Take Advantage and Loot the Family**
17 **Partnership**

18 37. Salma is the oldest child of George, Sr. and Sylvia. Salma has always lived a lavish
19 lifestyle. Throughout the course of four marriages, she has constantly been in need of money and
20 has never hesitated to ask her parents for assistance.

21 38. Sylvia has always favored Salma over her three sons and has always harbored
22 resentment towards George, Sr. because of the patriarchal nature of the family. Particularly in
23 more recent years, Sylvia has grown very resentful of George, Sr., and Plaintiff and his wife and
24 children, because of the respect and admiration George, Sr. draws from Plaintiff who was closest
25 with George, Sr., and which Sylvia does not feel she receives to the same extent.

26 39. In or around 2021, as George, Sr.'s health declined, Salma took upon herself the
27 role of their caregiver. George, Sr. was 92 years old at the time. George, Sr. had been diagnosed
28 with throat cancer.

1 40. Plaintiff is informed and believes and thereon alleges that, under the guise of
2 assisting her parents, Salma, aided by Harold and Sylvia, actually had a plan to rob George, Sr.
3 and the Family Partnership of their assets. To this end, Salma and Sylvia (1) dubbed Salma to be
4 the parents' sole caretaker, even though Salma has no experience in elder care or health care, and
5 (2) took away George, Sr.'s cell phone, isolating him from Plaintiff and outside assistance. The
6 cell phone was the sole means by which Plaintiff was able to regularly communicate with George,
7 Sr., and Sylvia and Salma knew this. With this knowledge, Sylvia refused to get a replacement
8 cell phone for George, Sr., even after repeated requests from Plaintiff.

9 41. Further, Salma was able to sway Anthony and George, Jr., through threats and
10 manipulations, to facilitate her scheme to unduly influence George, Sr. and wrongfully take funds
11 and assets belonging to the Family Partnership. Salma's tactics in corrupting Anthony and George,
12 Jr. included (1) threatening to disparage Anthony and George, Jr. to George, Sr. thereby poisoning
13 George, Sr.'s mind against them, (2) isolating George, Sr. from Anthony and George, Jr., which
14 Sylvia was able to accomplish easily now that she had assumed the role of George, Sr.'s sole
15 caretaker, (3) convincing George, Sr. to transfer to Salma assets and funds belonging to the Family
16 Partnership, thereby demonstrating to George, Jr. and Anthony that Salma had the power to take
17 from the Family Partnership at will, and (4) offering George, Jr. and Anthony a chance to benefit
18 from Salma's wrongful taking of partnership funds and assets if they simply took her side and
19 went along with her schemes.

20 42. Salma and Sylvia, with the approval and assistance of George, Jr. and Anthony,
21 kept George, Sr. a solitary prisoner in his own home. Salma and Harold then embarked on a
22 campaign of alternately ingratiating themselves with George, Sr. and then threatening him with
23 abandonment, if he did not do as directed.

24 43. Plaintiff is informed and believes and thereon alleges that, by these means, Salma,
25 Harold, Sylvia, Anthony and George, Jr. unduly influenced and coerced George, Sr. into
26 repudiating the Family Partnership and secretly transferring Partnership Assets to Salma and
27 Harold. These secret transfers included, but were not limited to, the following assets:

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- 1 • A “living inheritance” comprised of real estate and cash amounting to at least \$10.4
2 Million;
- 3 • Funds to cover Salma’s and Harold’s, and their children’s and grandchildren’s expenses
4 for schools (ranging from pre-school through college), homes, vehicles, weddings,
5 businesses, and other personal expenses totaling at least \$15,000,000 or more;
- 6 • Title to one of the Family Partnership’s “trophy properties,” a Hollywood retail
7 property located at 3535 Cahuenga Blvd. in Los Angeles valued at \$23,000,000;
- 8 • Title to an Oasis RV Park called the “Desert Oasis Mobile Home & RV Resort” located
9 at 17850 Corkill Rd., Desert Hot Springs, CA 92241, valued at approximately
10 \$6,500,000;
- 11 • Title to two Signature at MGM studio condominiums located at 145 E. Harmon Ave.,
12 Las Vegas, NV, valued at \$750,000 each; and
- 13 • Title to a Palm Valley condominium valued at \$1,100,000.

14 44. Plaintiff is informed and believes and thereon alleges that, through their undue
15 influence and manipulation, Salma and Harold also surreptitiously acquired title to George, Sr.
16 and Sylvia’s primary residence valued at approximately \$4.4 Million and, thereafter, began
17 *charging the parents \$10,000 per month to live in their own home.* These rent payments further
18 wrongfully deprived the Family Partnership of funds.

19 45. Plaintiff is informed and believes and thereon alleges that some, if not all, of these
20 secret transfers were made to Salma and Harold through Salma’s entities (SBH CAHUENGA,
21 LLC, SAB MANAGEMENT, LLC and/or MASKELL), and/or to the trusts for which Salma
22 serves as Trustee (the BUSHALA LIVING TRUST, the BUSHALA LEGACY TRUST, and the
23 SAB DYNASTY TRUST).

24 46. These transfers were contrary to the Family Partnership Agreement and deprived
25 the Family Partnership of significant assets, totaling in excess of \$45,000,000.

26 47. Plaintiff is informed and believes and thereon alleges that there have been
27 additional secret transfers to Salma and Harold, through her limited liability companies, trusts, or
28 otherwise, the exact nature of which Plaintiff is not fully aware.

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1 • **George, Jr. Engages In His Own Manipulations and Misappropriation of**
2 **Partnership Assets**

3 48. Previously, Defendants Anthony and George, Jr., like Plaintiff, took the position
4 that Salma and Harold had been egregiously manipulating and unduly influencing George, Sr. to
5 gain assets of the family estate and in doing so, wrongfully deprived the Family Partnership of
6 assets. However, recently, Anthony and George, Jr. suddenly changed their position and, along
7 with Sylvia began denying the existence of the Family Partnership and disavowing their
8 partnership agreement in bad faith, denying that Salma and Harold had been wrongfully
9 manipulating and unduly influencing George, Sr. into acquiring assets belonging to the Family
10 Partnership, and even aiding in Salma and Harold's wrongful manipulation, isolation and undue
11 influencing of George, Sr. for their own benefit.

12 49. Plaintiff is informed and believes, and based thereon alleges that this sudden change
13 in Anthony and George, Jr.'s disposition was the direct result of Salma's manipulations, and that
14 Salma coaxed them into changing their minds by threatening to isolate them from George, Sr., by
15 aiding them in wrongfully acquiring their own assets and funds from the Family Partnership, either
16 directly or through their respective companies, ANB PROPERTIES, LLC and GKB JR., LLC, as
17 well as BUSHALA BROTHERS, INC., and/or by making deals with them to share in the funds
18 and assets she and Harold wrongfully obtained from the Family Partnership through George, Sr.
19 and Sylvia.

20 50. Anthony and George, Jr. did in fact wrongfully transfer, or facilitate in the wrongful
21 transfer, of funds and assets from the Family Partnership to themselves, and to third parties,
22 including without limitation to their respective companies ANB PROPERTIES, LLC and GKB
23 JR., LLC, as well as BUSHALA BROTHERS, INC., without the knowledge or consent of Plaintiff
24 or the Family Partnership and without transferring to Plaintiff his share of the Partnership Assets.
25 These transfers of Partnership Assets include but are not necessarily limited to the following:

- 26 • a Signature at MGM 1-bedroom condominium located at 145 E. Harmon Ave., Las
27 Vegas, NV, valued at \$1,100,000 to Anthony, and/or to ANB PROPERTIES, LLC;
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- 1 • an income generating rental space consisting of four apartments and 8,000 square
2 feet of retail space located at 124 W. Wilshire Ave., Fullerton, CA 92832, valued
3 at approximately \$9,000,000;
- 4 • a commercial building consisting of approximately 12,980 square feet located at
5 225 S. Sultana Avenue, Ontario, CA 91761 valued at approximately \$6,000,000,
6 and adjacent industrial land consisting of approximately 1.49 acres located at 422
7 E. Emporia Street, Ontario, CA 91761 valued at approximately \$6,500,000;
- 8 • an income generating industrial cold storage property consisting of approximately
9 50,000 square feet located at 310 E. Walnut Avenue, Fullerton, CA 92832, valued
10 at approximately \$34,000,000;
- 11 • a commercial property consisting of approximately 24,000 square feet located at
12 201 W. Truslow Avenue, Fullerton, CA 92832 valued at approximately
13 \$12,000,000;
- 14 • potentially other properties and assets currently unknown to Plaintiff.

15 51. Plaintiff has discovered that George, Jr. has surreptitiously diverted and
16 misappropriated funds from the Partnership. George, Jr. has been receiving all the deposits, profits
17 and rents due to the Partnership, and has refused to allow Plaintiff access to the deposits and profits,
18 or any other Partnership books and records, so that Plaintiff has no way of knowing what is being
19 done with the Partnership deposits and profits.

20 52. After disputes arose among the family regarding the mishandling of Partnership
21 funds and assets and the parties' respective rights thereto, which arose as a result of the above-
22 described misconduct by Salma, George, Jr. and Anthony, in or about August 2023, George, Jr.
23 sent a settlement agreement to Plaintiff purporting to try to resolve these disputes. George, Jr. told
24 Plaintiff the settlement agreement was George, Sr.'s and Sylvia's idea and was being sent by their
25 attorneys and on their behalf. George, Jr. pressured Plaintiff to sign the agreement immediately,
26 and threatened "nuclear war" if Plaintiff did not sign.

27 53. Notably, the terms of the settlement agreement substantially and unfairly favored
28 George, Jr., Salma and Anthony and their interests relative to Plaintiff's, without any valid basis
to substantiate such terms.

54. When Plaintiff asked George, Sr. and Sylvia about the settlement agreement, they
denied any knowledge of it or involvement with it. Plaintiff therefore did not sign the settlement

1 agreement. When Plaintiff informed George, Jr. that he would not sign, George, Jr. became
2 outraged, and told Plaintiff he had made an “enemy” of George, Jr.

3 55. Plaintiff is informed and believes that George, Jr. conjured up the settlement
4 agreement on his own, in an attempt to trick and pressure Plaintiff into agreeing to terms that
5 unduly favored George, Jr., Salma and Anthony, due to the misinformed belief that it was the wish
6 of George, Sr. and Sylvia.

7 56. Further, George, Jr. has been feigning neutrality during these family Partnership
8 disputes, in an attempt to gain the trust of both Plaintiff and Salma while knowing that Plaintiff
9 and Salma have been at extreme odds with one another (due to Salma’s treatment of George, Sr.
10 and Sylvia) and are no longer communicating directly. For some time, George, Jr. acted as a go-
11 between for communications between Salma and Plaintiff, and used that role to lie and/or
12 manipulate and play Salma and Plaintiff against each other, for his own benefit.

13 57. For instance, it was George, Jr. who elucidated to Plaintiff the fact that Salma had
14 wrongfully obtained the rights to George, Sr. and Sylvia’s home and was forcing them to pay her
15 \$10,000 per month in rent. Plaintiff is informed and believes that George, Jr. was at least aware
16 of, if not involved in, this arrangement for some time, but only divulged the arrangement to
17 Plaintiff when it benefitted George, Jr. to do so. Further, Plaintiff is informed and believes that
18 after Plaintiff refused to sign the settlement agreement, George, Jr. lied to George, Sr., Sylvia and
19 Salma and told them Plaintiff was suing them, in an attempt to create favor for George, Jr. and
20 disfavor for Plaintiff. The exact extent to which Anthony and George, Jr. have wrongfully
21 transferred partnership assets, or facilitated in the wrongful transfer of partnership assets, is
22 unknown to Plaintiff, in large part because Defendants have never provided an accounting of the
23 Family Partnership to Plaintiff, despite Plaintiff’s many demands for an accounting.

24 58. As a result of Defendants’ wrongful conduct alleged herein, Albert has suffered
25 substantial harm, in the form of economic loss and emotional distress. Defendants’ actions have
26 not only deprived Plaintiff of the fruits of his life’s work but also placed a tremendous strain on
27 Albert’s and Albert’s wife’s and children’s relationship with his family, particularly his beloved
28 father.

1 **FIRST CAUSE OF ACTION**

2 **Declaratory Relief**

3 **[Against All Defendants]**

4 59. Plaintiff incorporates herein by this reference, as if set forth in full, each and every
5 allegation contained in the preceding paragraphs.

6 60. An actual controversy has arisen and now exists between Plaintiff and Defendants
7 concerning their respective rights and duties. Plaintiff, on the one hand, contends that:

8 (i) The Family Partnership exists;

9 (ii) The terms of the Family Partnership Agreement are:

- 10 • The father and the three sons are partners in business (the “Family
11 Partnership”);
- 12 • Each son would devote substantial time and energy to the business of the
13 Family Partnership;
- 14 • On paper, the assets of the Family Partnership – real estate, bank accounts,
15 and investment portfolios (“Partnership Assets”) – could be held for
16 convenience in the names of any of the individual partners or companies they
17 owned;
- 18 • Regardless of the individual name or company on title, those assets belonged
19 to the Family Partnership, which was and is, in turn, owned by the three sons,
20 one third each;
- 21 • Regardless of the individual name or company on title, during the father’s
22 lifetime, the father would control all of the Partnership Assets for the benefit
23 of the Family Partnership;
- 24 • Upon the father’s death, the Partnership Assets would be divided evenly
25 between the three sons, George Jr., Anthony, and Albert.

26 (iii) The Partnership Assets include, among others, the following:

- 27 • A “living inheritance” transferred to Salma and Harold, comprised of real estate
28 and cash amounting to at least \$10.4 Million;
- Funds to cover Salma’s and Harold’s, and their children’s and grandchildren’s
expenses for schools (ranging from pre-school through college), homes,
vehicles, weddings, businesses, and other personal expenses totaling at least
\$15,000,000 or more;
- A Hollywood retail property valued at \$23,000,000;

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- An Oasis RV Park valued at approximately \$6,500,000;
- Two Las Vegas Signature studio condominiums valued at \$750,000 each;
- One Las Vegas Signature one-bedroom condominium valued at \$1,100,000;
- A Palm Valley condominium valued at \$1,100,000;
- An income generating rental space consisting of four apartments and 8,000 square feet of retail space located at 124 W. Wilshire Ave., Fullerton, CA 92832, valued at approximately \$9,000,000;
- An income generating rental space consisting of approximately 11,000 square feet located at 112 E. Walnut Avenue, Fullerton, CA 92832, valued at approximately \$11,000,000;
- An income generating industrial cold storage property consisting of approximately 50,000 square feet located at 310 E. Walnut Avenue, Fullerton, CA 92832, valued at approximately \$34,000,000;
- An income generating industrial cold storage property consisting of approximately 75,000 square feet located at 392 W. Walnut Avenue, Fullerton, CA 92832, valued at approximately \$52,000,000;
- An income generating multi-unit industrial property consisting of approximately 14,000 square feet located at 445 S. Richman Avenue, Fullerton, CA 92832 valued at approximately \$6,000,000;
- A commercial property consisting of approximately 24,000 square feet located at 201 W. Truslow Avenue, Fullerton, CA 92832 valued at approximately \$12,000,000;
- A commercial building consisting of approximately 12,980 square feet located at 225 S. Sultana Avenue, Ontario, CA 91761 valued at approximately \$6,000,000, and adjacent industrial land consisting of approximately 1.49 acres located at 422 E. Emporia Street, Ontario, CA 91761 valued at approximately \$6,500,000. These properties were burnt in a fire, but the insurance claims, land value and value of rent collected total approximately \$30,000,000;
- An income generating multi-unit industrial property consisting of approximately 24,000 square feet located at 515 W. Valencia Dr., Fullerton, CA 92832, valued at approximately \$5,500,000;
- An income generating commercial property (bridal shop) located at 3349 E. Imperial Hwy, Brea, CA 92823 consisting of approximately 2,700 square feet valued at approximately \$3,500,000;
- The Santa Fe Express Café located at 136 E. Santa Fe Ave., Fullerton, CA 92832 (at the Fullerton Train Station), valued at approximately \$3,500,000;

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- A house in the La Floresta community in Brea, CA located at 237 Buena Vista Dr., Brea, CA 92835 valued at approximately \$3,000,000;
- A life insurance policy valued at \$40,000,000;
- Additional real estate, bank accounts, brokerage accounts, and assets to be identified.

Plaintiff is informed and believes and thereon alleges that Defendants, on the other hand, contend that: (i) the Family Partnership never existed or no longer exists; (ii) the terms specified above were never, or are no longer, the terms of the Family Partnership; and (iii) the assets specified above were never, or are no longer, held by the Family Partnership.

61. Plaintiff desires a judicial determination of his rights and duties and a declaration concerning the items specified above.

62. A judicial declaration is necessary and appropriate at this time under the circumstances in order that Plaintiff may ascertain his rights and duties concerning the Family Partnership.

SECOND CAUSE OF ACTION

Breach of Partnership Agreement

[Against George, Sr., Anthony, George, Jr., and Does 1-10]

63. Plaintiff hereby realleges and incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

64. In or around 1980, Plaintiff and Defendants entered into the Family Partnership Agreement, the terms of which are set forth above.

65. Plaintiff did all, or substantially all, of the significant things that the Family Partnership Agreement required him to do, or he was excused from doing those things by the acts of Defendants, as set forth above.

66. Within the last two years, Defendants breached the Family Partnership Agreement by repudiating the existence of the Family Partnership and denying Plaintiff's interest in the Partnership Assets and by converting Partnership Assets to their own use and benefit, or that of third parties, without providing Plaintiff with his pro rata share of those assets.

1 Partnership Assets to their own use and/or that of third parties, without providing Plaintiff with his
2 pro rata share of those assets.

3 80. At all relevant times, Defendants were aware of the Family Partnership, the
4 existence and identity of the Partnership Assets, and the fiduciary duties of George, Sr., Anthony,
5 George, Jr. and Does 1-10 to hold and maintain those assets on behalf of the Family Partnership.

6 81. Through undue influence and improper means, Defendants induced, encouraged,
7 directed, and aided and abetted George, Sr., Anthony, George, Jr. and Does 1-10 in breaching their
8 fiduciary duties to Plaintiff.

9 82. As a direct and proximate result of Defendants' acts in aiding and abetting the
10 breaches of fiduciary duty described above, Plaintiff has been damaged in that he contributed
11 assets and services to the partnership business and has been deprived of his share of the assets and
12 profits, in a sum to be proven at trial, in excess of \$133 million.

13 83. Plaintiff is informed and believes and thereon alleges that, in doing the acts
14 hereinabove alleged, Defendants acted with oppression, fraud, and malice, in conscious disregard
15 of the rights and safety of Plaintiff, with the specific intent to injure Plaintiff, and Plaintiff therefore
16 is entitled to an award of punitive damages against Defendants, and each of them, in an amount to
17 be proven at trial.

18 **SIXTH CAUSE OF ACTION**

19 **Conversion**

20 **[Against Defendants George, Sr., Sylvia, Anthony, George, Jr., ANB Properties, LLC,**
21 **GKB Jr., LLC, Salma, as an individual and as Trustee of the Bushala Living Trust, the**
22 **Bushala Legacy Trust, and the SAB Dynasty Trust, Harold, SBH CAHUENGA, LLC,**
23 **SAB Management, LLC, Bushala Brothers, Inc., MASKELL, and Does 1-10]**

24 84. Plaintiff hereby realleges and incorporates all preceding paragraphs of this
25 Complaint as though fully set forth herein.

26 85. At all times herein mentioned, Plaintiff, as a partner of the Family Partnership,
27 owned and had a right to possess his percentage share of the Partnership Assets.

28

1 theft” is to be construed broadly, and the wrongful diversion of partnership funds falls within the
2 ambit of Penal Code §496(a), and therefore entitles a plaintiff to the civil remedies under Penal
3 Code §496(c), including treble damages.

4 93. Defendants’ conversion of assets, as set forth above, constitutes theft, as defined by
5 the California Supreme in *Siry Investment*.

6 **EIGHTH CAUSE OF ACTION**

7 **Accounting**

8 **[Against Defendants George, Sr., Anthony, George, Jr., and Does 1-10]**

9 94. Plaintiff hereby realleges and incorporates all preceding paragraphs of this
10 Complaint as though fully set forth herein.

11 95. Defendants are fiduciaries of Plaintiff.

12 96. Through breaches of the Family Partnership Agreement, breaches of fiduciary duty,
13 conversion, and theft, Defendants have misappropriated from Plaintiff money and assets that
14 should have been paid to Plaintiff.

15 97. A balance is due and owing from Defendants to Plaintiff, the amount of which can
16 only be determined by an accounting.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff prays for the Court to order the following relief:

19 A. A judicial declaration that:

20 (i) The Family Partnership exists;

21 (ii) The terms of the Family Partnership Agreement are:

- 22 • The father and the three sons are partners in business (the “Family
23 Partnership”);
- 24 • Each son would devote substantial time and energy to the business of the Family
25 Partnership;
- 26 • On paper, the assets of the Family Partnership – real estate, bank accounts, and
27 investment portfolios (“Partnership Assets”) – could be held for convenience in
28 the names of any of the individual partners or companies they owned;

- 1 • Regardless of the individual name or company on title, those assets belonged to
2 the Family Partnership, which was and is, in turn, owned by the three sons, one
3 third each;
- 4 • Regardless of the individual name or company on title, during the father's
5 lifetime, he controlled all of the Partnership Assets for the benefit of the Family
6 Partnership;
- 7 • Upon the father's death, the Partnership Assets would be divided evenly
8 between the three sons, George Jr., Anthony, and Albert.

9 (iii) The Partnership Assets include, among others, the following:

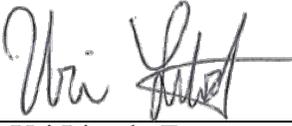
- 10 • A "living inheritance" transferred to Salma and Harold, comprised of real estate
11 and cash amounting to at least \$10.4 Million;
- 12 • Funds to cover Salma's and Harold's, and their children's and grandchildren's
13 expenses for schools (ranging from pre-school through college), homes,
14 vehicles, weddings, businesses, and other personal expenses totaling at least
15 \$15,000,000 or more;
- 16 • A Hollywood retail property valued at \$23,000,000;
- 17 • An Oasis RV Park valued at approximately \$6,500,000;
- 18 • Two Las Vegas Signature studio condominiums valued at \$750,000 each;
- 19 • One Las Vegas Signature one-bedroom condominium valued at \$1,100,000;
- 20 • A Palm Valley condominium valued at \$1,100,000;
- 21 • An income generating rental space consisting of four apartments and 8,000
22 square feet of retail space located at 124 W. Wilshire Ave., Fullerton, CA 92832,
23 valued at approximately \$9,000,000;
- 24 • An income generating rental space consisting of approximately 11,000 square
25 feet located at 112 E. Walnut Avenue, Fullerton, CA 92832, valued at
26 approximately \$11,000,000;
- 27 • An income generating industrial cold storage property consisting of
28 approximately 50,000 square feet located at 310 E. Walnut Avenue, Fullerton,
CA 92832, valued at approximately \$34,000,000;
- An income generating industrial cold storage property consisting of
approximately 75,000 square feet located at 392 W. Walnut Avenue, Fullerton,
CA 92832, valued at approximately \$52,000,000;

- 1 • An income generating multi-unit industrial property consisting of
2 approximately 14,000 square feet located at 445 S. Richman Avenue, Fullerton,
3 CA 92832 valued at approximately \$6,000,000;
 - 4 • A commercial property consisting of approximately 24,000 square feet located
5 at 201 W. Truslow Avenue, Fullerton, CA 92832 valued at approximately
6 \$12,000,000;
 - 7 • A commercial building consisting of approximately 12,980 square feet located
8 at 225 S. Sultana Avenue, Ontario, CA 91761 valued at approximately
9 \$6,000,000, and adjacent industrial land consisting of approximately 1.49 acres
10 located at 422 E. Emporia Street, Ontario, CA 91761 valued at approximately
11 \$6,500,000. These properties were burnt in a fire, but the insurance claims, land
12 value and value of rent collected total approximately \$30,000,000;
 - 13 • An income generating multi-unit industrial property consisting of
14 approximately 24,000 square feet located at 515 W. Valencia Dr., Fullerton, CA
15 92832, valued at approximately \$5,500,000;
 - 16 • An income generating commercial property located at 3349 E. Imperial Hwy,
17 Brea, CA 92823 consisting of approximately 2,700 square feet valued at
18 approximately \$3,500,000;
 - 19 • The Santa Fe Express Café located at 136 E. Santa Fe Ave., Fullerton, CA 92832
20 (at the Fullerton Train Station), valued at approximately \$3,500,000;
 - 21 • A house in the La Floresta community in Brea, CA located at 237 Buena Vista
22 Dr., Brea, CA 92835 valued at approximately \$3,000,000;
 - 23 • A life insurance policy valued at \$40,000,000;
 - 24 • Additional real estate, bank accounts, brokerage accounts, and assets to be
25 identified.
- 26 B. An award of compensatory damages in excess of \$133 million, according to proof;
- 27 C. An award of punitive damages according to proof;
- 28 D. Treble damages pursuant to Penal Code §496(c);
- E. Attorneys' fees pursuant to Penal Code §496(c);
- F. A full accounting of all Family Partnership income and assets from 1980 to the present;
- G. An order that Defendants, and each of them, hold in a constructive trust for the benefit
of the Family Partnership any and all Family Partnership Assets in their possession.
- H. Costs of suit herein; and
- I. Such other and further relief as the Court deems just and proper.

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DATED: October 2, 2024

LITVAK LAW GROUP, P.C.

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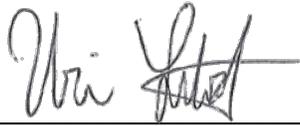
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JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all claims that are so triable as of right.

DATED: October 2, 2024

LITVAK LAW GROUP, P.C.

By: 
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