

SUM-100

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

BLUE HORSE TRADING LLC., a limited liability company; JOSEPH R. FRANCIS, an individual; and DOES 1 through 100, inclusive.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

B.H. Construction, Inc.) *A CALIFORNIA CORPORATION*

FOR COURT USE ONLY
(SÓLO PARA USO DE LA CORTE)

**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

JUL 28 2009

John A. Clarke, Executive Officer/Clerk

By A. WILLIAMS
DEPUTY

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entregan esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

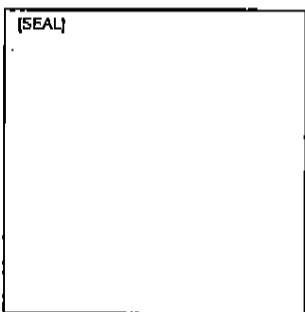
The name and address of the court is:
(El nombre y dirección de la corte es):
1725 Main Street, Santa Monica, CA 90401

CASE NUMBER:
(Número del Caso): **SC104142**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Ronald Richards, Esq., Law Offices of Ronald Richards & Associates
P.O. Box 11480, Beverly Hills, California 90213; 310-556-1001, fax, 310-277-3325

DATE: **JUL 28 2009**
(Fecha) **JOHN A. CLARKE** Clerk, by A. Williams Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUL 28 2009

John A. Clarke, Executive Officer/Clerk

By A. WILLIAMS
DEPUTY

CASE MANAGEMENT CONFERENCE

NOV 16 2009

Ronald Richards, Esq. (SBN 176246)
LAW OFFICES OF
RONALD RICHARDS & ASSOCIATES, A.P.C.
P.O. Box 11480
Beverly Hills, CA 90213
Telephone: (310) 556-1001
Facsimile: (310) 277-3325

Attorneys for Plaintiff,
B.H. Construction Inc.

JOHN L. SEGAL *Dept. 0 833 am* ^{Date}
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- WEST DISTRICT

B.H. CONSTRUCTION, INC., a California corporation,

Plaintiffs,

vs.

BLUE HORSE TRADING LLC; a limited liability company; JOSEPH R. FRANCIS, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.:

SC104142

COMPLAINT FOR:

1. Breach of Oral Contract
2. Open Book Account
3. Account Stated
4. Reasonable Value- Labor and Materials Furnished
5. Foreclosure of Mechanic's Lien

Plaintiff, B.H. CONSTRUCTION, INC. (hereinafter "Plaintiff") alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is, and at all times mentioned herein was, a California Corporation doing business in Los Angeles County, California. Plaintiff is, and at all times mentioned herein, was licensed by the State of California as a general building contractor holding license number 691603.
2. Plaintiff is informed and believes that Defendant BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive, is and at all

1 times mentioned herein was, a California Corporation doing business in Los
2 Angeles County, California.

- 3 3. Plaintiff is informed and believes that Defendants, BLUE HORSE TRADING
4 LLC, herein after referred to as "BLUE HORSE"; JOSEPH R. FRANCIS; and
5 DOES 1 through 100, inclusive, are and at all times mentioned herein were, the
6 owners of real property located at 1111 Bel Air Place, Los Angeles, CA 90077
7 and such property is Parcel No. 4370-019-066 ("Subject Property").
- 8 4. The true names and capacities, whether individual, corporate, associates, or
9 otherwise, of the Defendants herein designated as DOES 1 through 100, inclusive
10 are unknown to Plaintiff and Plaintiff will ask for leave of Court to amend this
11 Complaint to show the true names and capacities when same are ascertained.
- 12 5. The obligations and claims sued upon herein were made and entered in and are
13 due and payable in the above-mentioned judicial district and/or county, State of
14 California, and are not subject to the revisions of §1812.10 and §2984.4 of the
15 California Civil Code.
- 16 6. Plaintiff is informed and believes, and based upon such information and belief
17 alleges that each of the following defendants holds, may hold, or allege to hold a
18 claim or interest in the subject property: 1111 Bel Air Place, Los Angeles, CA
19 90077.
- 20 7. The obligations sued upon herein were incurred and made payable in the County
21 of Los Angeles, State of California. Further, the real property ("Subject
22 Property") which is the subject of this action is located in the County of Los
23 Angeles.
- 24 8. At all times mentioned herein, each of the defendants was the agent and employee
25 of each of the remaining defendants, and was, in doing the things complained
26 herein, acting within the course and scope of such agency and employment.
- 27 9. Whenever any reference is made to any Defendants in any cause of action below,
28 then such reference shall include a reference to the Defendants designated as
DOES 1 through 100, inclusive.

FIRST CAUSE OF ACTION

(Breach of Oral Contract Against defendants BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive)

10. Plaintiff realleges and reincorporates herein by reference the allegations contained in paragraphs 1 through 9, inclusive, as though fully set forth herein.

11. In or about March 2008 Plaintiff and Defendant BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100 entered into an oral contract pursuant to which Plaintiff agreed to provide/ furnish material, equipment, and labor to the work of improvement located at 1111 Bel Air Place, Los Angeles, CA 90077 and for which Defendant BLUE HORSE; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive agreed to pay Plaintiff for said materials and labor.

12. In or about December 01, 2008, Defendant BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, breached said contract by failing to pay Plaintiff for improvement labor and materials which were supplied by Plaintiff to the SUBJECT PROPERTY.

13. Despite demand by Plaintiff for payment of said improvement labor and materials Defendants BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100 has failed and continues to fail to pay Plaintiff for said labor and materials.

14. Plaintiff has performed all terms and conditions required of it under the terms of the contract.

15. As a direct and proximate result of Defendant BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100's breach of the contract, Plaintiff has incurred damages in the amount of One hundred eighty-eight thousand dollars (\$188,000.00) plus interest at the maximum rate allowed by law from December 01, 2008, to the present.

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SECOND CAUSE OF ACTION

(Open Book Account Against Defendants BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive)

16. Plaintiff realleges and reincorporates herein by reference the allegations contained in paragraphs 1 through 15, inclusive, as though fully set forth herein.

17. Within the last four (4) years at Los Angeles County, California, at the special instance and request of Defendant BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive jointly became indebted to Plaintiff in the sum of One hundred eighty-eight thousand dollars (\$188,000.00) on an open book account for labor and materials supplied by Plaintiff. No part of said sum has been paid, although demand for payment has been made and there is now due, owing and unpaid the sum of One hundred eighty-eight thousand dollars (\$188,000.00) together with interest at the legal rate per annum from December 01, 2008, plus attorney's fees, pursuant to Civil Code §1717.05.

THIRD CAUSE OF ACTION

(Account Stated Against Defendants BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive)

18. Plaintiff realleges and reincorporates herein by reference the allegations contained in Paragraphs 1 through 17, inclusive as though fully set forth herein.

19. Within the last four (4) years at Los Angeles County, California, defendant BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive, jointly became indebted to Plaintiff in the sum of One hundred eighty-eight thousand dollars (\$188,000.00) on an account stated in writing for labor and materials, together with interest at the legal rate per annum. No part of said sum has been paid, although demand for payment has been made and there is now due, owing, and unpaid the sum of One hundred eighty-eight thousand dollars (\$188,000.00), together with interest at the legal rate per annum from December 01, 2008, plus attorney's fees pursuant to Civil Code §1717.5

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1 **FOURTH CAUSE OF ACTION**

2 **(Reasonable Value- Labor and Materials Against All Defendants, BLUE HORSE**
3 **TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through 100, inclusive)**

4 20. Plaintiff realleges and reincorporates herein by reference the allegations contained
5 in paragraphs 1 through 19, inclusive, as though fully set forth hereat.

6 21. BLUE HORSE TRADING LLC; JOSEPH R. FRANCIS; and DOES 1 through
7 100, inclusive became indebted to Plaintiff in the sum of One hundred eighty-
8 eight thousand dollars (\$188,000.00) for the reasonable value of labor and
9 materials supplied at the request of each of them. The sum of One hundred
10 eighty-eight thousand dollars (\$188,000.00) was and is the reasonable value of
11 said services rendered. No part of said sum has been paid, although demand for
12 payment has been made and there in now due, owing and unpaid, the sum of One
13 hundred eighty-eight thousand dollars (\$188,000.00), together with interest
14 thereon at the legal rate per annum from December 01, 2008.

15 **FIFTH CAUSE OF ACTION**

16 **(For Foreclosure of Mechanic's Lien Against BLUE HORSE TRADING LLC; and DOES**
17 **1 through 100, inclusive)**

18 22. Plaintiff realleges and reincorporates by reference the allegations contained in
19 paragraphs 1 through 21, inclusive as though fully set forth hereat.

20 23. After Plaintiff ceased furnishing materials and equipment and ceased rendering
21 work, labor and services at the property located at SUBJECT PROPERTY,
22 Plaintiff recorded on May 1, 2009, in Los Angeles County Recorder's Office,
23 bearing document number 20090641979 a mechanic's lien in the amount of One
24 hundred eighty-eight thousand dollars (\$188,000.00) plus interest for the services,
25 labor, work, materials and equipment furnished at the request of "BH". A true
26 and correct copy of the duly recorded mechanic's lien is attached hereto as
27 Exhibit "A".

28 24. Said mechanic's lien was recorded after Plaintiff had ceased furnishing labor,
services, equipment and materials at the property located at 1111 Bel Air Place,

Los Angeles, CA 90077 and before ninety (90) days after completion of the work of improvement.

25. Plaintiff expended the sum \$18 as the cost of recording the mechanic's lien for which Plaintiff seeks reimbursement from.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

ON THE FIRST CAUSE OF ACTION

1. One hundred eighty-eight thousand dollars (\$188,000.00), together with interest thereon at the legal rate per annum from December 01, 2008;

ON THE SECOND AND THIRD CAUSES OF ACTION

- 1. One hundred eighty-eight thousand dollars (\$188,000.00), together with interest thereon at the legal rate per annum from December 01, 2008;
- 2. For attorney's fees, pursuant to Civil Code §1717.5.

ON THE FOURTH CAUSE OF ACTION

1. One hundred eighty-eight thousand dollars (\$188,000.00) together with interest thereon at the legal rate per annum from December 01, 2008;

ON THE FIFTH CAUSE OF ACTION

- 1. One hundred eighty-eight thousand dollars (\$188,000.00), together with interest thereon at the legal rate per annum from December 01, 2008;
- 2. For judgment against Defendant BLUE HORSE TRADING LLC; and DOES 1 through 100, inclusive adjudging a lien on the property in the sum of One hundred eighty-eight thousand dollars (\$188,000.00), plus \$18 as the cost of recording the Mechanic's lien, that it is superior to all the right, claims ownerships, liens, titles and demands of all defendants;
- 3. For judgment that the Mechanic's lien be foreclosed, the Property sold and the proceeds of the sale of the Property be applied toward payment of the sums due Plaintiff, including interest on said sums at the maximum rate allowed by law per annum from December 01, 2008;

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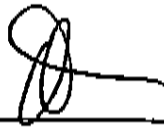
- 4. For judgment that each of the defendants and all persons claiming under them any subsequent to the Mechanic's lien, whether as lien claimants, judgment creditors, purchasers, encumbrances or otherwise, be barred and foreclosed from all rights, claims, interest and equity of redemption in the Property and every part of the Property when time for redemption has passed.
- 5. For judgment that if there is a deficiency of proceeds to satisfy the amounts due Plaintiff, judgment for the deficiency be entered against Defendant following proceedings prescribed by law;
- 6. For judgment permitting Plaintiff to become a purchaser of the Property at the foreclosure sale.

ON ALL CAUSES OF ACTION

- 1. For costs of suit herein incurred; and
- 2. For such other and further relief as the court may deem proper.

July 27, 2009

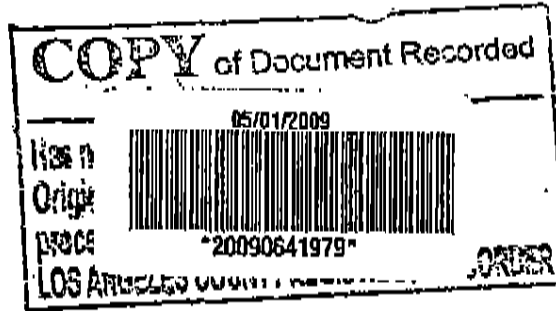
Respectfully submitted,
Law Offices of Ronald Richards & Associates, A.P.C.

By:  _____

RONALD RICHARDS, Esq.
Attorneys for plaintiff,
B.H. CONSTRUCTION INC;

RECORDING REQUESTED BY:
Easy Law Construction Notices

WHEN RECORDED MAIL TO:
Easy Law Construction Notices
1777 East Los Angeles Avenue, Suite
203 Simi Valley, CA 93065



CALIFORNIA MECHANICS' LIEN

The undersigned, B.H. Construction, Inc., referred to in this Claim of Lien as the Claimant, claims a mechanics' lien for the labor, services, equipment, and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Los Angeles, State of California, and described as follows:

1111 Bel Air Place, Los Angeles, CA 90077
Assessor's Parcel Number: 4370-019-066

After deducting all just credits and offsets, the sum of \$188,000.00, together with interest thereon at the rate of ten percent per annum from December 01, 2008, is due the Claimant for the following labor, services, equipment, and/or materials furnished by Claimant: Material and labor as necessary for remodel and repair of residence.

The name and address of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment, and/or materials is Joe Francis, 1111 Bel Air Place, Los Angeles, CA 90077.

The name and address of the owner or reputed owner of the real property are Blue Horse Trading, LLC, 1111 Bel Air Place, Los Angeles, CA 90077.

Dated: April 29, 2009

B.H. Construction, Inc. by Easy Law Construction Notices

Matthew Lauahi, as (his/her/its) Attorney-in-Fact
Matthew Lauahi, Lien Processor

VERIFICATION

I, the undersigned, declare that I am the attorney in fact for B.H. Construction, Inc., the Claimant named in the foregoing claim of mechanics' lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanics' lien and, based upon my information and belief, know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This lien was signed on April 29, 2009 in Simi Valley, California.

B.H. Construction, Inc. by Easy Law Construction Notices

Matthew Lauahi, as (his/her/its) Attorney-in-Fact
Matthew Lauahi, Lien Processor

