

**SUMMONS
(CITACION JUDICIAL)**

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

Raffi Cohen, individually...
(Additional Parties Attachment Form is Attached)

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

Crystal Clear Glass, Inc.

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

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

FEB 26 2010

John A. Clarke, Executive Officer/Clerk

By Jennifer Denham, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

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. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen 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.sucorte.ca.gov), 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.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

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

CASE NUMBER:
(Número del Caso): **SC106988**

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., PO Box 11480, Beverly Hills, CA 90213, 310.556.1001 (o), 310.277.3325 (f)

DATE: February 26, 2010
(Fecha)

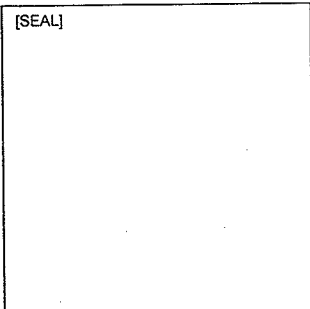
JOHN A. CLARKE

Clerk, by
(Secretario)

J. Denham

Deputy
(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

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

SHORT TITLE: Crystal Clear Glass, Inc., v. Raffi Cohen	CASE NUMBER:
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INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff
 Defendant
 Cross-Complainant
 Cross-Defendant

Raffi Cohen, individually; Raffi Cohen as Trustee for the United Linda Trust; Galaxy Commercial Holding, LLC.; Lauren Cohen, individually; and DOES 1 through 100, inclusive

Page _____ of _____

Page 1 of 1

FEB 20 2010

John A. Clarke, Executive Officer/Clerk

By Jennifer Denham, Deputy

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,
Crystal Clear Glass Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- WEST DISTRICT

Richard A. Stone

SC106988

CRYSTAL CLEAR GLASS, INC., a California corporation,

Plaintiffs,

vs.

RAFFI COHEN, INDIVIDUALLY; RAFFI COHEN AS TRUSTEE FOR THE UNITED LINDA TRUST; GALAXY COMMERCIAL HOLDING, LLC, A DELAWARE CORPORATION; LAUREN COHEN, individually; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.:

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

CASE MANAGEMENT CONFERENCE
JUN 17 2010

830 am

Date

DEPT-X

Plaintiff, CRYSTAL CLEAR GLASS, 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 C17-693598.

- 1 2. Plaintiff is informed and believes that Defendant Raffi Cohen is an individual,
2 Defendant Raffi Cohen as Trustee for the United Linda Trust is a trust created
3 under California law, Defendant Galaxy Commercial Holding, LLC, is a
4 Delaware corporation, Lauren Cohen is an individual; and DOES 1 through 100,
5 inclusive, is and at all times mentioned herein were doing business in Los Angeles
6 County, California and/or live in the County of Los Angeles.
- 7 3. Plaintiff is informed and believes that Defendant, Raffi Cohen acting as Trustee
8 for the United Linda Trust herein after referred to as "UNITED LINDA"; and
9 DOES 1 through 100, inclusive, are and at all times mentioned herein were, the
10 owners of real property located at 1169 Loma Linda Dr, Beverly Hills, CA
11 900210 and such property is Parcel No. 4350-021-016 ("Subject Property").
- 12 4. The true names and capacities, whether individual, corporate, associates, or
13 otherwise, of the Defendants herein designated as DOES 1 through 100, inclusive
14 are unknown to Plaintiff and Plaintiff will ask for leave of Court to amend this
15 Complaint to show the true names and capacities when same are ascertained.
- 16 5. The obligations and claims sued upon herein were made and entered in and are
17 due and payable in the above-mentioned judicial district and/or county, State of
18 California, and are not subject to the revisions of §1812.10 and §2984.4 of the
19 California Civil Code.
- 20 6. Plaintiff is informed and believes, and based upon such information and belief
21 alleges that each of the following defendants holds, may hold, or allege to hold a
22 claim or interest in the subject property: 1169 Loma Linda Dr., Beverly Hills, CA
23 90210.
- 24 7. The obligations sued upon herein were incurred and made payable in the County
25 of Los Angeles, State of California. Further, the real property ("Subject
26 Property") which is the subject of this action is located in the County of Los
27 Angeles.
- 28

- 1 8. At all times mentioned herein, each of the defendants was the agent and employee
2 of each of the remaining defendants, and was, in doing the things complained
3 herein, acting within the course and scope of such agency and employment.
- 4 9. Whenever any reference is made to any Defendants in any cause of action below,
5 then such reference shall include a reference to the Defendants designated as
6 DOES 1 through 100, inclusive.

7 **FIRST CAUSE OF ACTION**

8 **(Breach of Oral Contract Against all defendant; and DOES 1 through 100, inclusive)**

- 9 10. Plaintiff re-alleges and reincorporates herein by reference the allegations
10 contained in paragraphs 1 through 9, inclusive, as though fully set forth herein.
- 11 11. In or about September 2008 Plaintiff and Defendants' Raffi Cohen, Raffi Cohen
12 as Trustee for the United Linda Trust. Galaxy Commercial Holding, LLC, Lauren
13 Cohen; and DOES 1 through 100 entered into an oral contract pursuant to which
14 Plaintiff agreed to provide/ furnish material, equipment, and labor to the work of
15 improvement located at 1169 Loma Linda Dr., Beverly Hills, CA 90210, and for
16 which all Defendants and DOES 1 through 100, inclusive agreed to pay Plaintiff
17 for said materials and labor.
- 18 12. In or about January 2010, Defendants Raffi Cohen, Raffi Cohen as Trustee for the
19 United Linda Trust. Galaxy Commercial Holding, LLC, Lauren Cohen ; and
20 DOES 1 through 100, breached said contract by failing to pay Plaintiff for
21 improvement labor and materials which were supplied by Plaintiff to the
22 SUBJECT PROPERTY.
- 23 13. Despite demand by Plaintiff for payment of said improvement labor and materials
24 Defendants Raffi Cohen, Raffi Cohen as Trustee for the United Linda Trust.
25 Galaxy Commercial Holding, LLC, Lauren Cohen; and DOES 1 through 100 has
26 failed and continues to fail to pay Plaintiff for said labor and materials.
- 27 14. Plaintiff has performed all terms and conditions required of it under the terms of
28 the contract.

- 1 **15.** As a direct and proximate result of Defendants Raffi Cohen, Raffi Cohen as
2 Trustee for the United Linda Trust. Galaxy Commercial Holding, LLC, Lauren
3 Cohen; and DOES 1 through 100's breach of the contract, Plaintiff has incurred
4 damages in the amount of forty five thousand, two hundred thirty five,
5 (\$45,235.00) plus interest at the maximum rate allowed by law from December
6 01, 2009, to the present.

7 **SECOND CAUSE OF ACTION**

8 **(Open Book Account Against All Defendants; and DOES 1 through 100, inclusive)**

- 9 16. Plaintiff realleges and reincorporates herein by reference the allegations contained
10 in paragraphs 1 through 15, inclusive, as though fully set forth herein.
- 11 17. Within the last four (4) years at Los Angeles County, California, at the special
12 instance and request of all Defendants and DOES 1 through 100, inclusive jointly
13 became indebted to Plaintiff in the sum of forty five thousand, two hundred thirty
14 five, (\$45,235.00) on an open book account for labor and materials supplied by
15 Plaintiff. No part of said sum has been paid, although demand for payment has
16 been made and there is now due, owing and unpaid the sum of forty five
17 thousand, two hundred thirty five, (\$45,235.00) together with interest at the legal
18 rate per annum from December 01, 2009, plus attorney's fees, pursuant to Civil
19 Code §1717.05.

20 **THIRD CAUSE OF ACTION**

21 **(Account Stated Against All Defendants and DOES 1 through 100, inclusive)**

- 22 18. Plaintiff re-alleges and reincorporates herein by reference the allegations
23 contained in Paragraphs 1 through 17, inclusive as though fully set forth herein.
- 24 19. Within the last four (4) years at Los Angeles County, California, all defendants;
25 and DOES 1 through 100, inclusive, jointly became indebted to Plaintiff in the
26 sum of forty five thousand, two hundred thirty five, (\$45,235.00) on an account
27 stated in writing for labor and materials, together with interest at the legal rate per
28 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 forty five

1 thousand, two hundred thirty five, (\$45,235.00), together with interest at the legal
2 rate per annum from December 01, 2009, plus attorney's fees pursuant to Civil
3 Code §1717.5

4 **FOURTH CAUSE OF ACTION**

5 **(Reasonable Value- Labor and Materials Against All Defendants, and DOES 1 through**
6 **100, inclusive)**

7 20. Plaintiff re-alleges and reincorporates herein by reference the allegations
8 contained in paragraphs 1 through 19, inclusive, as though fully set forth hereat.

9 21. All defendants; and DOES 1 through 100, inclusive became indebted to Plaintiff
10 in the sum of forty five thousand, two hundred thirty five (\$45,235.00) for the
11 reasonable value of labor and materials supplied at the request of each of them.
12 The sum of was and is the reasonable value of said services rendered. forty five
13 thousand, two hundred thirty five (\$45,235.00) No part of said sum has been
14 paid, although demand for payment has been made and there in now due, owing
15 and unpaid, the sum of forty five thousand, two hundred thirty five (\$45,235.00),
16 together with interest thereon at the legal rate per annum from December 01,
17 2009.

18 **FIFTH CAUSE OF ACTION**

19 **(For Foreclosure of Mechanic's Lien Against Raffi Cohen as Trustee for United Linda**
20 **Trust; and DOES 1 through 100, inclusive)**

21 22. Plaintiff re-alleges and reincorporates by reference the allegations contained in
22 paragraphs 1 through 21, inclusive as though fully set forth hereat.

23 23. After Plaintiff ceased furnishing materials and equipment and ceased rendering
24 work, labor and services at the property located at SUBJECT PROPERTY,
25 Plaintiff recorded on May 1, 2009, in Los Angeles County Recorder's Office,
26 bearing document number 20100175862 a mechanic's lien in the amount of plus
27 interest for the services, labor, work, materials and equipment furnished at the
28 request of "BH". A true and correct copy of the duly recorded mechanic's lien is

1 attached hereto as Exhibit "A". forty five thousand, two hundred thirty five
2 (\$45,235.00)

3 24. Said mechanic's lien was recorded after Plaintiff had ceased furnishing labor,
4 services, equipment and materials at the property located at 1169 Loma Linda Dr.,
5 Beverly Hills, CA 90210 and before ninety (90) days after completion of the work
6 of improvement.

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

9
10 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

11 **ON THE FIRST CAUSE OF ACTION**

- 12 1. For judgment for Forty five thousand, two hundred thirty five (\$45,235.00),
13 together with interest thereon at the legal rate per annum from December 01,
14 2009;

15 **ON THE SECOND AND THIRD CAUSES OF ACTION**

- 16 1. For judgment for Forty five thousand, two hundred thirty five (\$45,235.00), together
17 with interest thereon at the legal rate per annum from December 01, 2009;
18 2. For attorney's fees, pursuant to Civil Code §1717.5.

19 **ON THE FOURTH CAUSE OF ACTION**

- 20 1. For judgment for Forty five thousand, two hundred thirty five (\$45,235.00),
21 together with interest thereon at the legal rate per annum from December 01,
22 2009;

23 **ON THE FIFTH CAUSE OF ACTION**

- 24 1. For judgment for Forty five thousand, two hundred thirty five (\$45,235.00),
25 together with interest thereon at the legal rate per annum from December 01,
26 2009;
27 2. For judgment against Defendant Raffi Cohen as Trustee for the United Linda
28 Trust; and DOES 1 through 100, inclusive adjudging a lien on the property in the
sum of Forty five thousand, two hundred thirty five (\$45,235.00), plus \$18 as the

1 cost of recording the Mechanic's lien, that it is superior to all the right, claims
2 ownerships, liens, titles and demands of all defendants;

3 3. For judgment that the Mechanic's lien be foreclosed, the Property sold and the
4 proceeds of the sale of the Property be applied toward payment of the sums due
5 Plaintiff, including interest on said sums at the maximum rate allowed by law per
6 annum from December 01, 2009;

7 4. For judgment that each of the defendants and all persons claiming under them any
8 subsequent to the Mechanic's lien, whether as lien claimants, judgment creditors,
9 purchasers, encumbrances or otherwise, be barred and foreclosed from all rights,
10 claims, interest and equity of redemption in the Property and every part of the
11 Property when time for redemption has passed.

12 5. For judgment that if there is a deficiency of proceeds to satisfy the amounts due
13 Plaintiff, judgment for the deficiency be entered against Defendant following
14 proceedings prescribed by law;

15 6. For judgment permitting Plaintiff to become a purchaser of the Property at the
16 foreclosure sale.

17 **ON ALL CAUSES OF ACTION**

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

20
21
22 February 26, 2010

Respectfully submitted,

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

24
25 By:  _____

26 RONALD RICHARDS, Esq.
27 Attorneys for plaintiff,
28 CRYSTAL CLEAR GLASS, INC.

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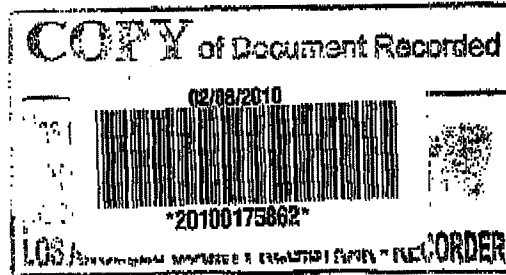
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EXHIBIT A

RECORDING REQUESTED BY:
Crystal Clear Glass, Inc.

AND WHEN RECORDED MAIL TO:
Crystal Clear Glass, Inc.

9607 Canoga Avenue
Chatsworth, CA 91311



SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned, Crystal Clear Glass, Inc. claimant, claims a mechanic's lien upon the following described real property: City of Beverly Hills, County of Los Angeles, California, 1169 Loma Linda Drive, Beverly Hills, CA.

The sum of \$45,235.00 together with interest thereon at the rate of 0.00 percent per annum from February 5, 2010, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Glass, mirror and installation.

Claimant furnished the work and/or materials at the request of, or under contract with: United Linda Trust/Raff Cohen, 1169 Loma Linda Drive, Beverly Hills, CA 90210.

The owners and reputed owners of the property are: Raffi Cohen, as Trustee of the United Linda Trust, 8906 W. Olympic Boulevard, #200, Beverly Hills, CA 90211.

COPY

Firm Name: Crystal Clear Glass, Inc.

By: 
Danielle Olivas / Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanic's lien; I have read said claim of mechanic's lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 5, 2010, at San Diego, California.


Danielle Olivas / Authorized Agent