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Attorney for Plaintiffs
KENNETH BERGER and THU PHAN

FILED
LOS ANGELES SUPERIOR COURT

JAN 26 2007

John A. Clark, Executive Officer/Clerk
By D. Garcia, Deputy

Case assigned
to Judge

William J. Fahey

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

D-78

BC365437

KENNETH BERGER, THU PHAN,

Plaintiffs,

vs.

VISION REMODELING INC., a California
corporation, DOES 1 TO 100,

Defendants.

Case No.:
COMPLAINT FOR DAMAGES,
DECLARATORY AND INJUNCTIVE
RELIEF:
1. RESCISSION
2. FRAUD AND DECEIT
3. UNFAIR BUSINESS PRACTICES (B & P
§ 17200, ET SEQ.)
4. DECLARATORY RELIEF
5. BREACH OF CONTRACT
6. QUANTUM MERUIT
7. NEGLIGENCE

Plaintiffs KENNETH BERGER and THU PHAN (hereinafter referred to collectively as "Plaintiffs") complain against the above-named Defendants and for causes of action against said Defendants, and each of them, alleges as follows:

PARTIES

Plaintiffs

1. At all times herein mentioned, Plaintiff KENNETH BERGER (hereinafter "BERGER") was a natural person residing in the County of Los Angeles, State of California;
2. At all times herein mentioned, Plaintiff THU PHAN (hereinafter "PHAN") was a natural person residing in the County of Los Angeles, State of California.

Defendants

3. Plaintiffs are informed and believe and based thereon allege that at all times herein

CIT/CASE: BC365437 LEA/DEF#:
RECEIPT #: 08469943032
DATE PAID: 01/26/07 02:34:02PM
PAYMENT: \$320.00
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1 mentioned, Defendant VISION REMODELING INC. (hereinafter "VISION") was a corporation,
2 duly organized under and existing pursuant to the laws of the State of California, that said
3 Defendant was duly licensed as a General Building Contractor pursuant to California law under
4 California contractor license number 859753, and that said Defendant maintained its principal place
5 of business and carried on the business of a General Building Contractor within the county of Los
6 Angeles, State of California. Plaintiffs and Defendants are collectively referred to at times herein as
7 the "Parties." Plaintiffs are informed and believe and based thereon allege that at times herein
8 mentioned, one or more of Defendants DOES 1 through 100, inclusive, were also licensed as
9 Contractors pursuant to California law under California contractor license numbers presently
10 unknown to Plaintiffs and to conform to proof. Plaintiffs are informed and believe and based
11 thereon allege that at times herein mentioned, one or more of Defendants DOES 1 through 100,
12 inclusive, served as the Responsible Managing Officer for VISION, and for one or more of
13 Defendants DOES 4 through 100, inclusive, and/or for other entities the nature and circumstances
14 of which are presently unknown to Plaintiffs.

15 **COMMON ALLEGATIONS**

16 4. All allegations in this Complaint are based on information and belief and/or are
17 likely to have evidentiary support after a reasonable opportunity for further investigation or
18 discovery.

19 5. The true names and capacities of Defendants named herein as DOES 1 to 100, and
20 each of them, are unknown to Plaintiffs, who therefore sues said Defendants by such fictitious
21 names. Plaintiffs will amend this Complaint to allege the true names and capacities of said
22 fictitiously named Defendants when the same have been ascertained. Plaintiffs are informed and
23 believe and based thereon allege that each such fictitiously named Defendant is legally responsible
24 for the events and happenings herein described, and for the damages proximately caused thereby.

25 6. At all times herein mentioned, each Defendant was the agent, partner, principal,
26 shareholder, officer, director, and/or employee of each co-defendant, and in doing the acts herein
27 alleged, acted with the express and/or implied consent, authority and ratification of each co-
28 defendant, and within the course and scope of such agency, partnership, employment and/or other

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1 relationship and/or capacity.

2 7. Plaintiffs are informed and believes and based thereon allege that at all times
3 herein mentioned, Defendants DOES 1 to 100, including but not limited to all agents and
4 employees of said named Defendants, and each of them, were acting at all times and in all respects
5 for and on behalf of said named Defendants, and each of them, and that each and every act thereby
6 as described herein were done with pursuant to the express and/or implied authorization, consent,
7 instruction, and ratification of said named Defendants, and each of them.

8 8. At all times herein mentioned, Plaintiffs BERGER and PHAN were husband and
9 wife, and were the owners of the residential real property located at 3705 Buckingham Road, in the
10 city and county of Los Angeles, California 90016 (hereinafter the "Property").

11 9. Plaintiffs are informed and believes and based thereon allege that at all times
12 herein mentioned, Defendant VISION offered to members of the public, including Plaintiffs, and
13 sold and provided, home improvement services as defined in California Business and Professions
14 Code §§ 7150 through 7168, et seq.

15 10. Plaintiffs are informed and believes and based thereon allege that at all times
16 herein mentioned, various individual Defendants included within the fictitiously named Defendants
17 identified herein as DOES 1 through 100, inclusive, including DOE 1 (presently known to Plaintiffs
18 only as "Rachael"), DOE 2 (presently known only to Plaintiffs as "Max"), and DOE 3 (known to
19 Plaintiffs only as VISION's "engineer") engaged in the conduct herein alleged both in their
20 individual capacities for their own personal interest, benefit, and/or enrichment in furtherance of
21 their own financial, employment, business and other goals and purposes, as well as in their
22 representative capacities as agents and/or employees of Defendants VISION and DOES 4 through
23 100, inclusive, and in doing the acts herein alleged, acted with the express and/or implied consent,
24 authority and ratification of Defendants VISION and 4 through 100, inclusive, and within the
25 course and scope of such agency and/or employment.

26 **FACTUAL BACKGROUND**

27 11. Prior to in or about March, 2006, Plaintiffs determined that they were interested in
28 conducting various remodeling to and upon the Property.

1 12. On or about March, 2006, Plaintiffs attended the Long Beach Home Show and
2 thereat met Defendant VISION, by and through its representative, the identity of whom is unknown
3 to Plaintiffs, which was exhibiting at said Home Show and offering its home improvement services
4 to the public, including Plaintiffs. Plaintiffs advised VISION's representative that they desired to
5 remodel the Property, gave said representative their telephone number, whereupon said
6 representative stated that he would have a representative of VISION contact Plaintiffs to make an
7 appointment to inspect their residence and provide them with an estimate for their home
8 improvement project. Thereafter, Defendant DOE 1 (presently known only to Plaintiffs as
9 "Rachael") contacted Plaintiffs and arranged a meeting for such purpose at the Property with
10 Plaintiffs.

11 13. Thereafter, on or about April 9, 2006, Plaintiffs met with DOE 1 at the Property.
12 During such meeting, DOE 1 conducted an inspection of the Property, and expressly and repeatedly
13 represented to Plaintiffs as follows:

14 A. That VISION was a reputable company which was highly experienced in the
15 building industry and specifically in conducting residential remodeling;

16 B. That VISION employed highly-skilled, experienced and professional
17 tradesmen to perform all remodeling work;

18 C. That all remodeling work performed by VISION was of top quality;

19 D. That if Plaintiffs selected VISION to perform the proposed remodeling of the
20 Property, VISION would perform excellent work of high quality in a timely manner in conducting
21 such proposed remodeling;

22 E. That if Plaintiffs selected VISION to perform the proposed remodeling of the
23 Property, VISION would provide highly-skilled, experienced and professional tradesmen to
24 perform such proposed remodeling work;

25 F. That if Plaintiffs selected VISION to perform the proposed remodeling of the
26 Property, VISION would use and provide only top-quality materials, fixtures, and supplies for use
27 in such proposed remodeling work;

28 G. That if Plaintiffs selected VISION to perform the proposed remodeling of the

1 Property, VISION's charges for said work would be very reasonable, would accurately reflect the
2 true value of the work being performed, and would in fact be less than the average charges for
3 similar work made by the majority of home improvement contractors;

4 H. That if Plaintiffs selected VISION to perform the proposed remodeling of the
5 Property, VISION would comply in all respects with all applicable laws, statutes, ordinances and
6 regulations in connection with the performance of the proposed remodeling work, would prepare
7 detailed and accurate work plans and/or blueprints covering said remodeling work and obtain all
8 necessary approvals of such plans from the City of Los Angeles Department of Building and Safety
9 and such other governmental agencies whose approval was required; would obtain all necessary
10 building permits, would conduct all proposed work in conformance with the approved building
11 plans, and would cause all required inspections of the proposed work to be conducted and take such
12 actions as required to assure that the proposed remodeling was performed in such a manner that all
13 necessary approvals thereof were obtained;

14 I. That if Plaintiffs selected VISION to perform the proposed remodeling of the
15 Property, VISION would fully and truthfully and in a timely manner keep Plaintiffs advised of all
16 facts, events, and occurrences which materially pertained to or affected the performance of the
17 proposed remodeling work.

18 14. At said meeting on or about April 9, 2006, Defendant DOE 1 further represented
19 to Plaintiffs that if Plaintiffs selected VISION to perform the proposed remodeling of the Property,
20 Plaintiffs would be highly pleased with the nature, quality and timeliness of VISION's work, and
21 with the integrity of VISION and its employees.

22 15. Based upon the trust and confidence of Plaintiffs evoked by DOE 1, acting
23 individually and on behalf of VISION and all other Defendants, Plaintiffs believed that DOE 1 was
24 a person possessed of a high level of business, professional, and personal integrity and honesty, that
25 VISION was a company possessed of a high level of business and professional integrity and
26 honesty, and that the representations of DOE 1 were truthful and that DOE 1 and therefore,
27 VISION, were acting and would continue to act in good faith and in Plaintiffs' best interests in
28 making the aforesaid representations. Based in reasonable and justifiable reliance on the aforesaid

1 representations of DOE 1, Plaintiffs agreed to do, and did, the following:

2 A. Plaintiffs executed the written agreement entitled "Home Improvement
3 Contract" and attached "Additional Description Forms" (referred to collectively herein as the
4 "Initial Home Improvement Contract") hand-completed by DOE 1, a copy of which is attached
5 hereto as Exhibit "A" and made a part hereof; and,

6 B. Plaintiffs tendered to DOE 1 Plaintiffs' check in the amount of \$1,000.00
7 which constituted a down payment for VISION's remodeling services.

8 16. Thereafter, on or about April 16, 2006, DOE 1, DOE 2 (presently known only to
9 Plaintiffs as "Max"), and another individual, DOE 3, the identify of whom is presently unknown to
10 Plaintiffs and who was introduced to Plaintiffs as Vision's "engineer," came to Plaintiffs' Property.
11 DOE 1 introduced DOE 2 to Plaintiffs as "Max," and stated that DOE 2 was someone DOE 1
12 "worked with," but did not otherwise describe DOE 2's position with or interest in VISION or the
13 role, if any, that DOE 2 would play in conjunction with the contracted-for remodeling work. (Said
14 remodeling work, including without limitation all additional work as described in change orders
15 and otherwise hereafter, is collectively referred to herein as the "Project"). DOE 1 simply
16 introduced DOE 3 as VISION's "engineer," and the identify of said Defendant is presently
17 unknown to Plaintiffs. At said April 16, 2006 meeting, DOE 3 appeared to make notes and
18 drawings on a pad of paper, and commented to Plaintiffs, DOE 1 and DOE 2 that one of Plaintiffs'
19 kitchen windows would have to be removed as part of the contemplated remodeling work. At the
20 request of DOE 1, Plaintiffs tendered to VISION another check in the amount of \$5,000.00, which
21 DOE 1 represented was "to do the blueprints." At said meeting, DOE 1 reaffirmed all of her
22 previous representations to Plaintiffs, and DOE 2 reaffirmed all of DOE 1's representations to
23 Plaintiffs. Further, at said meeting, DOE 3 was witness to such affirmations by DOE 1 and DOE 2,
24 and by failing to correct, qualify, or in any manner dispute any of such representations, joined with
25 his other Defendants in making said representations and in inducing Plaintiffs to rely thereon.

26 17. Thereafter, a lengthy delay ensued before VISION actually caused work to begin
27 on the Project. In response to Plaintiffs' numerous inquiries regarding said delay and when the
28 Project would actually commence, VISION and DOE 1 advised Plaintiffs that said delays in

1 commencement of the Project had occurred as a result of difficulties and delays in obtaining the
2 approval of the building plans and blueprints by City of Los Angeles Department of Building and
3 Safety, as well as necessary building permits, and that such delays were not attributable in any
4 manner to Defendants. Plaintiffs were at all times fully accessible and available to Defendants, and
5 each of them, and promptly responded to all telephone calls and other communications from
6 VISION and DOE 1.

7 18. Plaintiffs are informed and believe and based thereon allege that the building plans
8 for the Project were approved by the City of Los Angeles Department of Building and Safety on or
9 about August 10, 2006.

10 19. Defendants did not commence work on the Project until September 1, 2006, which
11 such work consisted of demolition of portions of Plaintiffs' Property. Subsequent to the
12 commencement of work on the Project, Plaintiffs learned that the individuals actually performing
13 the work on the Project were not employees of VISION, but were merely subcontractors with no
14 authority to act on behalf of VISION or make decisions with regard to the Project.

15 20. On or about September 4, 2006, DOE 1 represented to Plaintiffs that VISION had
16 discovered that it was necessary to install a new foundation in a portion of their Property, as well to
17 perform additional electrical re-wiring in the bathroom of the Property, and to install additional
18 insulation and drywall. In response to Plaintiffs' inquiries, DOE 1 represented to Plaintiffs that the
19 necessity of performing such additional work, including said foundation work, had not been
20 discovered until after demolition of the Property had been conducted. Plaintiffs reasonably
21 believed that DOE 1 was being truthful, and in reliance upon her representations, made on behalf of
22 VISION and all other Defendants, assented to such work being performed. In addition, the Parties
23 agreed that VISION would install new entrance and security doors at the Property, as well as
24 flagstone on the small wall near the entrance thereof, and a new roof. DOE 1 advised Plaintiffs that
25 the total price for these modifications to the scope of work was to be \$40,000.00, and DOE 1
26 prepared and Plaintiffs executed a Change Order (hereinafter referred to as the "First Change
27 Order"), a true and correct copy of which is attached hereto as Exhibit "B" and made a part hereof.
28 Thereafter, on September 4, 2006, Plaintiffs tendered to DOE 1 on behalf of VISION a further

1 check in the amount of \$21,000.00 which represented the amount of \$20,000.00 which was to have
2 been paid pursuant to the Initial Home Improvement Contract at the time of demolition, and
3 \$1,000.00 as a "deposit" for the additional work as provided in the First Change Order, causing the
4 total then paid to date by Plaintiffs to VISION to be \$27,000.00, even though only creation of the
5 building plans and demolition had been performed to date and the total value of the services then
6 performed by VISION amounted to not more than \$5,000.00.

7 21. On September 27, 2006, Plaintiffs thereafter paid to VISION by check the entirety
8 of the remainder due pursuant to the First Change Order, \$39,000.00, causing the total then paid to
9 date by Plaintiffs to VISION to be \$66,000.00, even though the actual value of the services then
10 performed to date by VISION amounted to only a small fraction of that amount.

11 22. Work on the Project by VISION's subcontractor continued thereafter. Plaintiffs
12 began to notice that certain materials supplied by VISION in connection with the Project, such as
13 French doors and base moldings, appeared to be cheap and of poor quality, and inconsistent with
14 the quality represented by DOE 1 on behalf of VISION. Plaintiffs subsequently complained
15 regarding the apparent quality of these materials to DOE 1 and VISION's subcontractor; however,
16 VISION's subcontractor had no authority to vary the materials selected by VISION for the Project,
17 and DOE 1 simply assured Plaintiffs that the Project was in a relatively early phase of completion
18 and that upon final completion, Plaintiffs would be very happy with the work. Plaintiffs continued
19 to believe DOE 1 and rely upon her apparent expertise, and accepted such representations made by
20 DOE 1 on behalf of VISION and the remaining Defendants and permitted work to continue.

21 23. On or about October 6, 2006, DOE 1, acting on behalf of VISION and all other
22 Defendants, represented to Plaintiffs that it was necessary to install a new gas line at the Property.
23 Plaintiffs believed and relied upon said representation by DOE 1, and assented to Defendants
24 performing such work. DOE 1 advised Plaintiffs that the total price for this modification to the
25 scope of work was to be \$6,250.00, and DOE 1 prepared and Plaintiffs executed a Change Order
26 (hereinafter referred to as the "Second Change Order"), a true and correct copy of which is attached
27 hereto as Exhibit "C" and made a part hereof. Plaintiffs are informed and believe that the charge
28 assessed by Defendants, and each of them, for performing the work described in the Second Change

1 Order is so far in excess of that customarily charged by reputable building contractors for similar
2 work as to be unconscionable.

3 24. On November 28, 2006, DOE 1 and Plaintiffs had a meeting at the Project site.
4 Thereat, DOE 1 advised Plaintiffs that work on the bathrooms of Plaintiffs' residence was about to
5 commence, and that it was necessary for Plaintiffs to pay to VISION an additional \$36,200.00,
6 which purportedly included the amounts of two progress payments described in the Initial Home
7 Improvement Contract of \$10,000.00 and \$20,000.00, respectively, and \$6,200.00 for the
8 replacement of a gas line as described in the Second Change Order. Plaintiff PHAN thereupon gave
9 DOE 1 a check in such amount payable to VISION, but advised DOE 1 that because she had to
10 transfer money into the account on which the check was drawn in order to have sufficient funds on
11 deposit therein to cover the check, it would be necessary for DOE 1 and VISION to refrain from
12 depositing or otherwise negotiating said check until Plaintiff PHAN call DOE 1 and advised that
13 the necessary funds had been transferred to said account. Plaintiffs had previously tendered to
14 Defendants checks under identical circumstances, and Defendants had previously accepted such
15 checks and waited to deposit them until Plaintiffs transferred money into the account on which they
16 were drawn, and such practice was therefore customary as between Plaintiffs and Defendants. In
17 this regard, DOE 1 stated to Plaintiff PHAN that she understood that there would not be sufficient
18 funds in said account to cover said check for several days, and that therefore that she would cause
19 VISION to hold said check and not to deposit or negotiate the same until Plaintiff PHAN had
20 advised DOE 1 that the check could be deposited, as Defendants had previously done in accordance
21 with the custom developed in this respect as between Plaintiffs and Defendants. Notwithstanding
22 the express agreement by DOE 1 on behalf of all remaining Defendants not to deposit said check
23 until told to do so by Plaintiff PHAN, VISION nonetheless attempted to negotiate said check the
24 following day without notifying Plaintiffs thereof, resulting in the check being dishonored by
25 Plaintiffs' bank.

26 25. During in or about November, when visiting the Project, DOE 1 expressed to
27 Plaintiff PHAN that various fixtures to be located in one of the bathrooms at the Property would be
28 located in certain positions in said bathroom. Plaintiff PHAN, neither knowledgeable nor trained in

1 reading building plans or blueprints, and believing that DOE 1 possessed the knowledge, training
2 and skill to correctly read and interpret such blueprints, relied on DOE 1's interpretation of said
3 blueprints and therefore concurred that such fixtures would be placed as indicated by DOE 1, and
4 DOE 1 thereafter gave instructions to VISION's subcontractor performing the work that such
5 fixtures should be so located. However, Plaintiffs are informed and believe and based thereon
6 allege that DOE 1 did not in fact possess the necessary knowledge, training and experience
7 necessary to read and interpret the aforesaid plans and blueprints, and that DOE 1 had either read
8 such plans and blueprints incorrectly or had unilaterally elected to make unapproved modifications
9 thereto, resulting in VISION's subcontractor incorrectly locating the plumbing for said fixtures in
10 locations which were not in conformance with the approved building plans. After such plumbing
11 work had already been performed, VISION's subcontractor, apparently having received the building
12 plans and blueprints and realizing that the plumbing work which he had performed pursuant to
13 VISION's instructions were not in conformance therewith, approached Plaintiff PHAN, advised her
14 that the plumbing had not been installed according to plans, and that the Project would not pass
15 inspection without either seeking and obtaining approval from the City of Los Angeles Department
16 of Building and Safety of plans modified to reflect the actual layout of said bathroom, or in the
17 alternative, removing the plumbing work performed thus far and re-installing it so as to correctly
18 conform to the building plans and blueprints. Plaintiff PHAN thereafter instructed VISION's
19 subcontractor to install the plumbing in a manner which conformed to the building plans and
20 blueprints, and contacted DOE 1 and advised her of the aforesaid circumstances. Thereafter, on
21 December 1, 2006, DOE 1 came to the Project and presented Plaintiffs with a further handwritten
22 change order (referred to herein as the "Third Change Order") for execution, a true and correct copy
23 of which is attached hereto as Exhibit "D" and made a part hereof. DOE 1 explained that it was
24 necessary for Plaintiff PHAN to execute the Third Change Order for the work to be corrected, and
25 Plaintiff PHAN relied upon such representation by DOE 1 and therefore executed the same. Later,
26 after DOE 1 had departed, Plaintiff PHAN noticed that the Third Change Order purportedly
27 extended the time for performance of VISION's services by 150 days, although DOE 1 had never
28 advised Plaintiffs that such corrections would extend the completion date of the Project, and that it

1 further inaccurately stated "Coustomer decide to go back to the original plan – by blue print [sic],"
2 when in fact VISION had incorrectly performed the work, Plaintiffs had never requested any
3 change to the approved building plans, and had relied on DOE 1 and VISION and presumed that
4 VISION was completing all aspects of the Project in conformance with the approved building plans
5 and blueprints. Plaintiffs are informed and believe and thereon allege that Defendants' unilateral
6 extension of the completion date of the Project in order to correct Defendants' own mistake was
7 unwarranted, contrary to law, custom and practice, and was unconscionable.

8 26. On or about November 29, 2006, Plaintiffs visited the Project and noticed that
9 several pages of what appeared to be building plans and/or blueprints had been left at the Project
10 site. Plaintiffs had only previously seen one page of building plans, which had previously been
11 presented by DOE 1 for Plaintiffs' approval, and Plaintiffs therefore reasonably assumed that these
12 constituted the entirety of the building plans and/or blueprints for the Project. Upon inspection,
13 Plaintiffs noticed that said building plans clearly contained a section entitled "New Foundation
14 Plan," and that said building plans appeared to contain a stamp bearing the legend "Approved" and
15 dated "8-10-06" from the City of Los Angeles Department of Building and Safety. Given that
16 Plaintiffs had not been advised by anyone, including any Defendant, that additional foundation
17 work would be required or was contemplated, until after Defendants had conducted demolition of
18 Plaintiffs' residence, Plaintiffs became extremely concerned that such additional work had in fact
19 been originally designed by Defendants and approved as part of the Project, and that VISION and
20 DOES 1 through 100, inclusive, had deliberately failed to disclose that such additional work would
21 be required until after work on the Project had commenced, even though such facts had been known
22 to Defendants, and each of them, prior to commencing any work on the Project. Further, given that
23 such work had clearly been designed and included as part of the original building plans before any
24 work had commenced or any change orders had been presented by Defendants or executed by
25 Plaintiffs, Plaintiffs became extremely concerned that Defendants were attempting to assess
26 duplicate charges for the same work that was included within the scope and purview of the Initial
27 Home Improvement Contract and contemplated in said original approve building plans and
28 blueprints. On December 1, 2006, at the aforesaid meeting with DOE 1, Plaintiffs confronted DOE

1 1 regarding such facts, but DOE 1 represented that neither she, VISION, nor any other Defendants
2 had become aware of the necessity for such additional foundation work, as well as for the other
3 additional work including drywall, insulation, and re-wiring included in the September 4, 2006,
4 First Change Order, until after demolition was conducted. Plaintiffs demanded that they be
5 immediately refunded the amounts paid to VISION for such foundation work, and that a meeting
6 with the owner of VISION be arranged. DOE 1 represented to Plaintiffs that the owner of VISION
7 was out of the country, and requested that Plaintiffs wait until the following week for such a
8 meeting.

9 27. Plaintiffs are informed and believe and based thereon allege that between April 9,
10 2006, and September 1, 2006, Defendants, and each of them, based on their status, knowledge, skill
11 and experience as licensed contractors, were expressly aware that Plaintiffs' home would require
12 modifications and additions to the foundation thereof, and caused the building plans and blueprints
13 for the Project which were prepared by Defendants, and each of them, to contain a section thereof
14 entitled "New Foundation Plan," and that Defendants, and each of them, were expressly aware that
15 the Project would require other additional items of work, including without limitation drywall,
16 insulation, re-wiring, the installation of additional beams, and modifications to the floor of
17 Plaintiffs' bathroom, but deliberately concealed and failed to disclose such material facts to
18 Plaintiffs, or that they intended to later assert that the Initial Home Improvement Contract was not
19 inclusive of such items of work and that such "additional" work as reflected in the First Change
20 Order would be required at additional expense to Plaintiffs, knowing that if Plaintiffs were aware of
21 such concealed and suppressed facts prior to the commencement of demolition and other work on
22 the Project, Plaintiffs would likely choose not to proceed with the Project or would arrange to have
23 a different contractor other than VISION perform the work. Plaintiffs are further informed and
24 believe and based thereon allege that, once the job commenced, Defendants, and each of them,
25 rushed to complete demolition of Plaintiffs' residence so as to prevent or inhibit Plaintiffs from
26 terminating the Agreement or seeking to have the work performed by another contractor, and so as
27 to create a basis upon which to demand additional sums from Plaintiffs for such purported
28 "additional" work.

1 28. At the aforesaid meeting on December 1, 2006, DOE 1 also advised Plaintiff
2 PHAN that VISION had attempted to negotiate Plaintiff PHAN's check in the amount of
3 \$36,2000.00 as described in Paragraph 24, above, of this Complaint, but that said check had been
4 dishonored. Plaintiff PHAN, surprised that Defendants had attempted to negotiate said check prior
5 to being advised by Plaintiffs that sufficient funds to cover said check had been transferred into the
6 account on which it was drawn, reminded DOE 1 that DOE 1 had expressly agreed that VISION
7 would not attempt to deposit or negotiate said check until Plaintiff PHAN had advised DOE 1 that
8 funds sufficient to cover the check had been transferred into the account on which it was drawn, and
9 DOE 1 acknowledged that she had so agreed. However, DOE 1 represented that someone at
10 VISION had made an error and had mistakenly attempted to negotiate said check without first
11 confirming with Plaintiff PHAN that sufficient funds were on deposit in Plaintiff PHAN's account
12 to cover said check, but asked Plaintiff PHAN to provide her with a replacement check. Because
13 Plaintiffs had by this point only recently discovered the then-suspected fraudulent conduct of
14 Defendants as described in this Complaint, Plaintiff PHAN refused to do so and thereafter stopped
15 payment on said check.

16 29. On or about December 6, 2006, DOE 1 and DOE 2 met with Plaintiffs at their
17 home. Thereat, without specifically stating that DOE 2, known to Plaintiffs only as "Max," was an
18 owner, officer or manager of VISION, both DOE 1 and DOE 2 stated and inferred that DOE 2 had
19 the authority to resolve Plaintiffs' complaints and contractually bind VISION in connection
20 therewith. Thereat, Plaintiffs again confronted DOE 1 and DOE 2 regarding the foregoing facts and
21 that they believed that Defendants, and each of them, had withheld from Plaintiffs that additional
22 foundation work, as well as the additional work including drywall, insulation, and re-wiring
23 included in the September 4, 2006, First Change Order, was required until after demolition was
24 conducted, and that they had been assessed duplicate charges for said work as aforesaid. DOE 1
25 and DOE did not directly respond to Plaintiffs' assertions, but both appeared distinctly
26 uncomfortable upon being confronted with said assertions by Plaintiffs. Instead of responding to
27 Plaintiffs' assertions, DOE 2 thereupon offered to refund to Plaintiffs by way of a credit at the
28 conclusion of Defendants' work on the Project and not as a cash refund, one-half of the \$21,000.00

1 charged Plaintiffs by Defendants for the aforesaid foundation work, but Plaintiffs refused to accept
2 such proposed resolution. Thereafter, Defendants continued on several occasions to attempt to
3 condition any resolution of Plaintiffs' complaint and their demand for the refund of all monies
4 which they had been improperly charged by VISION, DOE 1 and DOE 2 upon an agreement by
5 Plaintiffs to purchase additional products and services from VISION. Plaintiffs declined all such
6 offers of resolution, and thereafter sought counsel.

7 30. On December 21, 2006, Plaintiffs, through their counsel, rescinded the Agreement
8 (including all Change Orders) between Plaintiffs and VISION by forwarding written notice of such
9 rescission to VISION.

10 31. The Initial Home Improvement Contract between Plaintiffs and VISION,
11 including without limitation all attachments thereto and all Change Orders executed by Plaintiffs,
12 fail to comply with the express provisions of California Business and Professions Code §§ 7159,
13 7159.5, and 7191.

14 32. Plaintiffs are informed and believe and based thereon allege that at all times herein
15 mentioned, Defendant VISION did not actually itself perform any construction or home
16 improvement services, but simply engaged in the practice of marketing and selling construction and
17 home improvement services, and thereafter arranging for various subcontractors to perform all of
18 the contracted-for work at a small fraction of the price actually being charged for the work.

19 33. On or about December 28, 2006, Defendants, and each of them, caused to be
20 recorded with the Recorder's office for the County of Los Angeles a Mechanic's Lien, a copy of
21 which is attached hereto as Exhibit "E" and made a part hereof, wherein VISION asserts a line in
22 Plaintiffs' Property and claims to be due the sum of \$36,200.00.

23 34. California Business and Professions Code §§ 7159.5(A)(5) provides that "Except
24 for a downpayment, the contractor may neither request nor accept payment that exceeds the value of
25 the work performed or material delivered." From and after April 9, 2006, through the present,
26 Defendants, and each of them, have consistently and repeatedly acted in violation of California
27 Business and Professions Code §§ 7159.5(A)(5) in the following respects:

28 A. On April 16, 2006, prior to performing any work on the Project of any nature,

1 including without limitation, the preparation of layouts, designs, plans, or blueprints, and prior to
2 seeking the approval of the same from the City of Los Angeles Department of Building and Safety
3 or any other governmental entity, Defendants, and each of them, requested and accepted a payment
4 of \$5,000.00 from Plaintiffs, even though such amount substantially exceeded the value of the work
5 that Defendants had performed on the Project to date;

6 B. On or about September 4, 2006, prior to conducting any demolition or
7 performing any work on the Project, Defendants, and each of them, requested and accepted an
8 additional payment of \$21,000.00 from Plaintiffs, even though such amount substantially exceeded
9 the value of the work that Defendants had performed on the Project to date;

10 C. On or about September 27, 2006, Defendants, and each of them, requested
11 and accepted an additional payment of \$39,000.00 from Plaintiffs, even though such amount
12 substantially exceeded the value of the work that Defendants had performed on the Project to date;

13 D. On or about November 28, 2006, Defendants, and each of them, requested and
14 accepted an additional payment of \$36,200.00 from Plaintiffs, even though such amount
15 substantially exceeded the value of the work that Defendants had performed on the Project to date;

16 E. On or about December 28, 2006, after requesting and accepting from
17 Plaintiffs advance payments totaling \$66,000.00, even though the value of the work that Defendants
18 had performed on the Project to date was substantially less than that amount, Defendants, and each
19 of them, caused to be recorded with the Recorder's office for the County of Los Angeles a
20 Mechanic's Lien, a copy of which is attached hereto as Exhibit "E" and made a part hereof, wherein
21 VISION asserts a lien upon Plaintiffs' Property and claims to be due the sum of \$36,200.00, thereby
22 asserting a right to the total amount of \$102,200.00 for the work performed by Defendants, and
23 each of them, on the Project to date, even though this figure exceeds the actual value of the work
24 performed by not less than \$60,000.00.

25 35. Plaintiffs are informed and believe and based thereon allege that the amounts
26 charged Plaintiffs in the Initial Home Improvement Contract are actually and inherently inclusive of
27 the charges for the foundation work, re-wiring, and installation of insulation and drywall to have
28 been performed by Defendants, and each of them, upon the Property, but were subsequently

1 deception and misdirection, including, but not limited to, making representations to Plaintiffs and
2 other California residents portraying the following:

3 i. That VISION was a reputable company which was highly experienced in
4 the building industry and specifically in conducting residential remodeling;

5 ii. That VISION employed highly-skilled, experienced and professional
6 tradesmen to perform all remodeling work;

7 iii. That all remodeling work performed by VISION was of top quality;

8 iv. That all remodeling work performed by VISION was performed in a timely
9 manner;

10 v. That all remodeling work performed by VISION was performed using only
11 top-quality materials, fixtures and supplies;

12 vi. That all charges for remodeling work performed by VISION would be very
13 reasonable, would accurately reflect the true value of the work being performed, and would
14 in fact be less than the average charges for similar work made by the majority of home
15 improvement contractors;

16 vii. That all remodeling work performed by VISION would comply in all
17 respects with all applicable laws, statutes, ordinances and regulations;

18 viii. That in connection with all remodeling work performed by VISION,
19 VISION would prepare detailed and accurate work plans and blueprints covering said
20 remodeling work and obtain all necessary approvals of such plans and blueprints from the
21 City of Los Angeles Department of Building and Safety and such other government agencies
22 whose approval was required, and would thereafter obtain all necessary building permits;

23 ix. That in connection with all remodeling work performed by VISION,
24 VISION would conduct all proposed work in conformance with the approved building plans;

25 x. That in connection with all remodeling work performed by VISION,
26 VISION would cause all required inspections of the proposed work to be conducted and take
27 such actions as required to assure that the proposed remodeling was performed in such a
28 manner that all necessary approvals thereof were timely obtained; and,

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xi. That in connection with all remodeling work performed by VISION, VISION would fully and truthfully keep all customers, including Plaintiffs, advised of all facts, events, and occurrences which materially pertained to or affected the performance of the proposed remodeling work.

B. Deliberately, unreasonably, and unjustifiably encouraging, ratifying and supporting on the parts of its agents, employees and representatives the use and practice of deception and misdirection, including, but not limited to, making material misrepresentations and representations to Plaintiffs and other California residents which were known to said Defendants to lack factual basis, and making promises to Plaintiffs and other California residents without the intention on the part of Defendants, and each of them, to perform the same, prior to the commencement of home improvement work and as a means to falsely and fraudulently induce Plaintiffs and other California residents to contract with said Defendants, and each of them, for the performance of such home improvement work, concerning, among other matters, the projected scope of the home improvement work desired or requested by Plaintiffs and/or other California residents and knowingly misrepresenting such scope of work to be smaller or lesser than what Defendants, and each of them, knew would be the actual scope of work, and doing the foregoing with the express intention of, once Plaintiffs and other California residents had contracted with said Defendants and such home improvement work had commenced and knowing that it would therefore be difficult, impracticable or impossible for Plaintiffs and/or other California residents to cancel said contracts with Defendants and that Plaintiff and/or other California residents would be in a grossly unequal bargaining position by reason thereof, falsely and fraudulently advising Plaintiffs and/or other California residents that Defendants, and each of them, had "discovered" that "additional" work was needed which would necessitate the execution of Change Orders and the payment of additional funds by Plaintiff and/or other California residents to complete said home improvement work, and doing all of the foregoing in such a manner as to conceal the true facts and said Defendants' true agendas and intentions from Plaintiffs and/or other California residents.

C. Deliberately, unreasonably, and unjustifiably encouraging, ratifying and supporting on the parts of its agents, employees and representatives the use and practice of

1 deception and misdirection, including, but not limited to, making material misrepresentations and
2 representations to Plaintiffs and other California residents which were known to said Defendants to
3 lack factual basis, prior to the commencement of home improvement work and as a means to falsely
4 and fraudulently induce Plaintiffs and other California residents to contract with said Defendants,
5 and each of them, for the performance of such home improvement work, concerning, among other
6 matters, the projected cost of the home improvement work desired or requested by Plaintiffs and
7 other California residents and knowingly misrepresenting such cost to be smaller or lesser than
8 what Defendants, and each of them, knew would be the actual cost thereof, and doing the foregoing
9 with the express intention of, once Plaintiffs and other California residents had contracted with said
10 Defendants and such home improvement work had commenced and knowing that it would therefore
11 be difficult or impossible for Plaintiffs and/or other California residents to cancel said contracts
12 with Defendants and that Plaintiff and/or other California residents would be in a grossly unequal
13 bargaining position by reason thereof, advising Plaintiffs and/or other California residents that
14 Defendants, and each of them, had "discovered" that "additional" work was needed which would
15 necessitate the execution of Change Orders and the payment of additional funds by Plaintiff and/or
16 other California residents to complete said home improvement work, and doing all of the foregoing
17 in such a manner as to conceal the true facts and said Defendants' true agendas and intentions from
18 Plaintiffs and/or other California residents.

19 D. The practice, in the event that Plaintiffs and/or other California residents
20 discovered the false nature of said Defendants' fraudulent misrepresentations, failures to disclose
21 material facts, and/or Defendants' secretly-held agendas and intentions, and demanded that said
22 Defendants refund moneys paid, perform work as initially agreed, or demanded other resolutions or
23 remedies, of thereafter refusing to refund all or part of said monies, and/or offering to "credit"
24 portions of said monies to Plaintiffs and/or other California residents at the conclusion of work
25 conditioned upon the additional agreement by Plaintiffs and/or other California residents to
26 purchase additional products, services and/or home improvement work from said Defendants, all
27 with the express but undisclosed intention of offsetting such refunds or credits against the inflated
28 and unreasonable cost of such additional products, services and/or home improvement work, or

1 against additional work of which said Defendants would thereafter falsely represent to Plaintiffs
2 and/or other California residents to have "discovered" the necessity, thereby increasing the ultimate
3 cost of the contracted-for home improvement work and creating the net result that Defendants, and
4 each of them, would never actually refund to Plaintiffs and/or other California residents any of the
5 ill-gotten monies obtained from them by virtue of said Defendants' fraudulent misrepresentations,
6 failures to disclose material facts, suppression of material facts and information, and other tortious
7 conduct;

8 E. The provision of materials, fixture and supplies to be used in connection with
9 home improvement projects and/or work contracted for between Defendants, and each of them, and
10 Plaintiffs and/or other California residents which were of cheap, inferior and substandard quality,
11 and which were not consistent with the representations of Defendants, and each of them, made to
12 Plaintiffs and/or other California residents prior to and as an inducement to entering into the
13 aforesaid agreements for home improvement work and/or services, all in an effort to maximize their
14 own profits at the expense of Plaintiffs and/or other California residents;

15 F. The failure of Defendants, and each of them, to fully or adequately identify to
16 Plaintiffs and/or other California residents the principals of VISION and delineate the actual duties
17 and authorities of the agents and/or employees of VISION, including without limitation DOE 1,
18 DOE 2, and DOE 3;

19 G. The suppression, concealment, and failure to provide and/or disclose to
20 Plaintiffs and/or other California residents with complete documentation, including without
21 limitation, designs, plans, blueprints, building permits, and/or inspection records relating to home
22 improvement work performed or contracted to have been performed by said Defendants, and each
23 of them;

24 H. The failure of Defendants, and each of them, to fully or adequately disclose to
25 Plaintiffs and/or other California residents the actual relationships and/or agreements between said
26 Defendants, and each of them, and the subcontractors, agents and/or employees engaged by said
27 Defendants to perform home improvement upon the residences of Plaintiffs and/or other California
28 residents;

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1 I. The making and entering into of arrangements and/or agreements with the
2 subcontractors, agents and/or employees engaged by said Defendants to perform home
3 improvement upon the residences of Plaintiffs and/or other California residents which were so
4 disproportionate, unfair and/or unconscionable, and thereafter demanding that said subcontractors,
5 agents and/or employees perform additional work or services and/or provide additional materials
6 without additional compensation, such that said subcontractors, agents and/or employees were not
7 adequately or fairly compensated for their work and/or services so as to assure that said
8 subcontractors, agents and/or employees would perform, or be capable of performing, the agreed-
9 upon home improvement work for Plaintiffs and/or other California residents in a sufficient,
10 adequate and/or workmanlike manner;

11 J. The encouragement of the subcontractors, agents and/or employees engaged
12 by said Defendants to perform and complete home improvement work upon the residences of
13 Plaintiffs and/or other California residents without obtaining adequate or required inspections or
14 signoffs by building and safety authorities.

15 K. Deliberately, unreasonably, and unjustifiably compelling Plaintiffs and/or
16 other California residents to institute litigation to enforce their rights in an effort to further
17 discourage Plaintiffs and/or other California residents from pursuing said rights and to coerce
18 Plaintiffs and/or other California residents to simply pay to said Defendants money not justly owed;

19 L. Plaintiffs are informed and believe and based thereon allege that Defendants,
20 and each of them, have engaged in other improper, unfair and unreasonable conduct and practices
21 directed at Plaintiffs other customers of Defendants, and each of them, and/or other California
22 residents of which Plaintiffs are presently unaware and which will be shown at the time of trial.

23 39. The unlawful, unfair and fraudulent practices of Defendants, and each of them, as
24 enumerated in subparagraphs "A" through "L" of the preceding paragraph and other acts as may be
25 shown at trial are a pervasive part of Defendants' overall business plan. Plaintiffs are informed and
26 believe and based thereon allege that Defendants, and each of them, employed the alleged practices
27 on its other customers. Plaintiffs are informed and believe and based thereon allege that
28 Defendants, and each of them, have victimized numerous other customers, in addition to Plaintiffs,

1 by the conduct alleged herein.

2 40. Defendants' wrongful conduct as alleged herein constitutes a pattern and practice
3 of conduct amounting to a general business practice designed to defraud customers, including
4 Plaintiffs, by falsely and fraudulently inducing customers, including Plaintiffs, to enter into
5 agreements for the performance of home improvement work and services. The above-described
6 actions of Defendants, and each of them, were done with a callous and conscious disregard of
7 Plaintiffs' and others' rights. These actions constitute conduct that is reprehensible and despicable
8 behavior done with the intent to injure Plaintiff, such to constitute oppression, fraud or malice
9 under California Civil Code section 3294, entitling Plaintiff to exemplary and punitive damages.

10 41. Defendants' conduct in doing the actions described herein in connection with the
11 inducement of Plaintiffs and other California residents to enter into agreements for the performance
12 of home improvement work and services, and said Defendants' conduct subsequent to such
13 inducement, as aforesaid, offends established public policy, is immoral, unethical, oppressive,
14 unscrupulous, and so substantially injurious to consumers such as to constitute an unfair business
15 practice and warrant injunctive relief. Members of the public who have actually contracted or have
16 been solicited to contract with Defendants, and each of them, for the performance of home
17 improvement work and services have been and are likely to continue to be deceived by Defendants'
18 actions. The conduct of Defendants, and each of them, is unlawful and constitutes an unfair
19 business practice forbidden by California law and for which injunctive relief should be issued
20 immediately. Plaintiffs seek injunctive relief to prevent Defendants, and each of them, from
21 continuing to engage in the conduct alleged.

22 42. Defendants' unlawful practices in connection with the inducement of Plaintiffs
23 and other California residents to enter into agreements for the performance of home improvement
24 work and services, and said Defendants' conduct subsequent to such inducement, as aforesaid, have
25 caused Defendants, and each of them, to gain a windfall in the form of monies paid by customers,
26 including Plaintiffs and other California residents, who were falsely and fraudulently induced to
27 enter into agreements for the performance of home improvement work and services, which were
28 procured through the use of the fraudulent and deceptive practices described herein. Plaintiffs

1 seeks disgorgement of Defendants' ill-gotten gains.

2 **FIRST CAUSE OF ACTION**

3 **(Against All Defendants For Rescission)**

4 43. Plaintiffs reallege each and every allegation as contained in paragraphs 1 through
5 42, inclusive, of this complaint, and incorporate the same herein by reference as though set forth at
6 length.

7 44. Beginning on or about March, 2006, and continuing thereafter through on or about
8 September 1, 2006, DOE 1, DOE 2 and DOE 3, acting for and on behalf of VISION and DOES 4
9 through 100, inclusive, as well as to obtain additional income and to strengthen their respective
10 personal financial positions and their respective positions with VISION, made the representations to
11 Plaintiffs as set forth in Paragraphs 13 and 14 of this Complaint.

12 45. Plaintiffs, in express, reasonable and justifiable reliance on the representations of
13 DOE 1, DOE 2 and DOE 3, acting for and on behalf of VISION and DOES 4 through 100,
14 inclusive, as aforesaid, Plaintiffs took the following actions:

15 A. On or about April 9, 2006, Plaintiffs executed the Initial Home Improvement
16 Contract on or about April 9, 2006;

17 B. On or about April 9, 2006, Plaintiffs paid VISION a down payment of
18 \$1,000.00, and took such other actions including, without limitation, as described in Paragraph 15
19 of this Complaint.

20 46. Beginning on or about September 4, 2006, DOE 1 and DOE 2, acting for and on
21 behalf of VISION and DOES 3 through 100, inclusive, as well as to obtain additional income and to
22 strengthen their respective personal financial positions and their respective positions with VISION,
23 made the representations to Plaintiffs as set forth in Paragraph 20 of this Complaint.

24 47. Plaintiffs, in express, reasonable and justifiable reliance on the representations of
25 DOE 1 and DOE 2, acting for and on behalf of VISION and DOES 3 through 100, inclusive,
26 Plaintiffs took the following actions:

27 A. On or about September 4, 2006, Plaintiffs executed the First Change Order;

28 B. On or about September 4, 2006, Plaintiffs tendered to VISION a further check

1 in the amount of \$21,000.00, representing the amount of \$20,000.00 which was to have been paid
2 pursuant to the Initial Home Improvement Contract at the time of demolition, and \$1,000.00 as a
3 “deposit” for the additional work as provided in the First Change Order;

4 C. On or about September 27, 2006, Plaintiffs tendered to VISION a further
5 check in the amount of \$39,000.00, representing the entirety of the remainder due pursuant to the
6 First Change Order.

7 48. The aforesaid representations by DOE 1, DOE 2, and DOE 3, made on behalf of
8 VISION and for their own personal benefit as aforesaid were in fact false. The true facts were as
9 follows:

10 A. That VISION was not a reputable company;

11 B. That VISION was not highly experienced in the building industry and
12 specifically in conducting residential remodeling, and in fact had then possessed a California
13 Contractor’s License for less than one year;

14 C. That VISION did not employ highly-skilled, experienced and professional
15 tradesmen to perform all remodeling work, and in fact did not use employees of any nature to
16 perform such work;

17 D. That the remodeling work performed by VISION was not of top quality;

18 E. That VISION and DOES 1 through 100, inclusive, had no actual intention of
19 performing excellent work of high quality in a timely manner in conducting the proposed
20 remodeling work, but instead intended to cause to be performed shoddy, low-quality workmanship
21 not in conformance with applicable building standards and customs of the building industry, and
22 had no intention of causing such work to be performed within the agreed-upon period for
23 completion;

24 F. That VISION had no actual intention of providing highly-skilled, experienced
25 and professional tradesmen to perform the proposed remodeling work;

26 G. That VISION had no actual intention of providing only top-quality materials
27 for use in the proposed remodeling work, but instead intended to use cheap, inferior, low-quality
28 materials, fixtures and supplies in order to reap the maximum profit without regard to the quality of

1 the work or the ultimate result to Plaintiffs' Property;

2 H. That VISION had no actual intention of charging Plaintiffs an amount for the
3 proposed services which was reasonable, or which accurately reflected the true value of the work to
4 be performed, or which was in fact less than the average charges for similar work made by the
5 majority of home improvement contractors, but instead intended to charge Plaintiffs sums which
6 were substantially and unconscionably in excess of the charges generally assessed by reputable
7 contractors in the building industry for top quality work using top quality materials, fixtures and
8 supplies, to render work, services, materials, fixtures and supplies for the absolute minimal possible
9 cost to said Defendants regardless of the inferior quality thereof or the ultimate result to Plaintiffs
10 and their Property, and after the Initial Home Improvement Contract was executed and demolition
11 had begun, to foist upon Plaintiffs the assertion that said Defendants had purportedly "discovered"
12 the necessity for the performance of "additional" work upon the Property, including substantial
13 foundation work and modifications, electrical re-wiring, and the installation of additional insulation
14 and drywall, when in fact Defendants, and each of them, at the time they prepared and executed the
15 Initial Home Improvement Contract on April 9, 2006, and at the time they again visited and
16 inspected the Property on or about April 16, 2006, already knew that such work would be required,
17 and already planned not to disclose the necessity for such "additional" work until after Plaintiffs
18 had executed the Initial Home Improvement Contract, paid money to said Defendants, and said
19 Defendants had commenced and conducted demolition upon the Property when it would be highly
20 unlikely, difficult, impracticable and/or impossible for Plaintiffs to cancel the agreement between
21 Plaintiffs and VISION and Plaintiffs would be in a grossly unequal bargaining position by reason
22 thereof, and intended to thereby induce Plaintiffs to pay for such "additional" work as later
23 described in the First Change Order and subsequent change orders, even though the charges for
24 such work had already been incorporated within the cost of the Project as set forth in the Initial
25 Home Improvement Contract and had already been paid for by Plaintiffs, and to thereby wrongfully,
26 fraudulently, deceitfully, and maliciously extract additional monies therefore from Plaintiffs.

27 I. That VISION had no actual intention of complying in all or any respects with
28 all applicable laws, statutes, ordinances and regulations in connection with the performance of the

1 proposed remodeling work, or to prepare detailed and/or accurate work plans covering said
2 remodeling work, and/or obtain all necessary approvals of such plans from the City of Los Angeles
3 Department of Building and Safety and such other government agencies whose approval was
4 required, or to obtain all necessary building permits, or to conduct all proposed work in
5 conformance with the approved building plans, or to cause all required inspections of the proposed
6 work to be conducted and take such actions as required to assure that the proposed remodeling was
7 performed in such a manner that all necessary approvals thereof were obtained, but instead intended
8 to perform and complete such work while avoiding doing any of the foregoing to the maximum
9 extent possible, including without limitation obtaining required inspections, in order to maximize
10 their profits and obtain from Plaintiffs as much money as possible while doing as little as possible
11 in return, as described herein.

12 J. That VISION had no actual intention of fully, truthfully, or at all, keeping
13 Plaintiffs advised of any or all facts, events, and occurrences which materially pertained to or
14 affected the performance of the proposed remodeling work, but instead intended to suppress
15 disclosure of the true facts to Plaintiffs, suppress disclosure of the complete building plans,
16 blueprints, inspection records and other communications and notices from governmental entities
17 with authority over the Project (including without limitation the City of Los Angeles Department of
18 Building and Safety) to Plaintiffs, so that Plaintiffs would remain unaware of the true state of the
19 Project and/or Defendants' various failures to comply with laws, regulations, and other orders
20 concerning the Project while at the same time extracting as much money as possible from Plaintiffs.

21 49. Plaintiffs had no knowledge of the falsity of the aforesaid representations and
22 promises of DOE 1, DOE 2, and DOE 3 made for and on behalf of VISION and DOES 4 through
23 100, inclusive, until on or about November 29, 2006, when Plaintiffs visited the Project and
24 discovered what appeared to be an entire set of building plans and/or blueprints, and that contrary to
25 the representation of DOE 1 that the necessity for the foundation work covered by the First Change
26 Order had only been discovered subsequent to Defendants conducting demolition upon the
27 Property, Defendants, and each of them, had known of the necessity for said foundation work prior
28 to approval of the building plans for the Project, that such modifications and/or additions to the

1 foundation of the Property had expressly been included therein and approved by the City of Los
2 Angeles Department of Building and Safety weeks prior to the commencement of such demolition
3 or other work on the Project, and that the aforesaid representations and promises of DOE 1, DOE 2,
4 and DOE 3 made for and on behalf of VISION and DOES 4 through 100, inclusive, were in fact
5 false.

6 50. Based on the aforesaid false promises and misrepresentations of DOE 1, DOE 2,
7 and DOE 3 made for and on behalf of VISION and DOES 4 through 100, inclusive, as well as on
8 the other conduct alleged herein by Defendants, and each of them, Plaintiffs rescinded the Initial
9 Home Improvement Contract and all change orders executed by them in their entirety by written
10 notice on December 21, 2006.

11 51. Without waiving, negating or invalidating in any manner Plaintiffs' prior
12 rescission of the Home Improvement Contract and all change orders executed by them, Plaintiffs
13 intend service of this summons and complaint to serve as notice of rescission of the aforementioned
14 Home Improvement Contract and all change orders executed by Plaintiffs, in their entirety, and
15 hereby offer to restore all consideration furnished by Defendants pursuant thereto, if any, on
16 condition that Defendants restore to Plaintiffs all consideration furnished Defendants, and each of
17 them.

18 52. Plaintiffs will suffer irreparable and substantial harm if the aforesaid consideration
19 is not restored, in that Plaintiffs will be required to pursue Defendants through litigation, and will
20 be subject to the assertion of groundless claims, the wrongful and unwarranted encumbrance of the
21 Property, and other tortious actions by Defendants, and each of them, based upon Defendants' false
22 and fraudulent promises and misrepresentations as aforesaid.

23 **SECOND CAUSE OF ACTION**

24 **(Against All Defendants For Fraud and Deceit)**

25 53. Plaintiff realleges each and every allegation as contained in paragraphs 1 through
26 42, and in paragraphs 44 through 52, inclusive, of this complaint, and incorporates the same herein
27 by reference as though set forth at length.

28 54. Beginning on or about March, 2006, and continuing through on or about

1 December 6, 2006, Defendants DOE 1, DOE 2, and DOE 3, acting for and on behalf of VISION
2 and DOES 4 through 100, inclusive, as well as to obtain additional income, to strengthen their
3 personal financial positions, and in furtherance of their other respective agendas, made the
4 representations to Plaintiffs as set forth in Paragraphs 12, 13, 14, 16, 19, 22, 23, 24, 25, and 26 of
5 this Complaint.

6 55. Defendants DOE 1, DOE 2, and DOE 3, acting for and on behalf of VISION and
7 DOES 4 through 100, inclusive, as well as to obtain additional income, to strengthen their personal
8 financial positions, and in furtherance of their other respective agendas, made the aforesaid express
9 representations to Plaintiffs in order to induce Plaintiffs to execute the aforesaid Initial Home
10 Improvement Contract, the First Change Order, the Second Change Order, and the Third Change
11 Order, and agree to purchase from Defendants, and each of them, the aforesaid home improvement
12 services.

13 56. Additionally, beginning prior to on or about March, 2006, and continuing through
14 on or about December 6, 2006, in order to induce Plaintiffs to execute the aforesaid Initial Home
15 Improvement Contract, the First Change Order, the Second Change Order, and the Third Change
16 Order, and agree to purchase from Defendants, and each of them, the aforesaid home improvement
17 services, Defendants, and each of them, impliedly represented to Plaintiffs that the representations,
18 statements, promises and commitments of their employees, agents and/or authorized representatives
19 in the course and scope of their employment and/or agency were truthful in all material respects,
20 that said representations, statements, promises and commitments would be honored in full and in all
21 respects by Defendants, and each of them, and that Defendants, and each of them, would not
22 repudiate, refute or renege upon the promises and commitments made by their employees, agents
23 and/or authorized representatives acting in the course and scope of such employment and/or agency.

24 57. Defendants, and each of them, made the aforesaid implied representations to
25 Plaintiffs through an institutional effort by Defendants, and each of them, including but not limited
26 to exhibiting and offering said Defendants' home improvement services at various home shows and
27 other events, to attract customers to Defendants' businesses, including Plaintiffs, and obtain profits
28 therefrom at the expense of said customers, including Plaintiffs, all of which was expressly

1 designed, organized and intended by Defendants, and each of them, to convince said customers and
2 potential customers, including Plaintiffs, among other things, that Defendants, and each of them,
3 were individuals and entities possessed of a high level of business integrity with regard to said
4 Defendants' customers and potential customers, including Plaintiffs, that said Defendants'
5 customers and potential customers, including Plaintiffs, should feel safe, secure and comfortable in
6 relying on the said Defendants' business integrity with regard to said customers and potential
7 customers in all respects, including but not limited to such matters as the making of representations,
8 statements, promises and commitments by the employees, agents and/or authorized representatives
9 of said Defendants acting in the course and scope of their employment and/or agency, and the
10 honoring and/or performance of such representations, statements, promises and commitments by
11 said Defendants, and each of them. Plaintiffs are informed and believe and thereon allege that
12 Defendants, and each of them, knowingly, intelligently and deliberately caused such implied
13 representations to be made by their agents, representatives and employees, and that the decision to
14 do so in each instance was duly made and ratified by the officers and directors of each respective
15 entity Defendant.

16 58. Defendants, and each of them, knew that potential and actual customers of
17 Defendants, and each of them, including Plaintiffs, would reasonably and justifiably believe and
18 rely upon the representations, statements, promises and commitments made by Defendants'
19 employees, agents and authorized representatives acting in the course and scope of such
20 employment and/or agency, and that such reliance would reasonably induce potential and actual
21 customers of Defendants, and each of them, including Plaintiffs, to enter into and conduct business
22 transactions with Defendants, and each of them, including but not limited to, Plaintiffs entering into
23 agreements with Defendants, and each of them, including without limitation the Initial Home
24 Improvement Contract, First Change Order, Second Change Order, and Third Change Order.

25 59. Defendants, and each of them, knew that potential and actual customers of
26 Defendants, and each of them, including Plaintiffs, would believe and rely upon the statements and
27 express and implied representations made and/or disseminated by Defendants, and each of them,
28 designed to convince and induce said customers, including Plaintiffs, to believe, among other

1 things, that Defendants, and each of them, were companies and/or organizations possessed of a high
2 level of business integrity with regard to said Defendants' customers, that Defendants' customers,
3 including Plaintiffs, could and should feel safe, secure and comfortable in relying on said
4 Defendants' business integrity with regard to said customers, including Plaintiffs, in all matters and
5 respects, including but not limited to such matters as the making of representations, statements,
6 promises and commitments by the employees, agents and/or authorized representatives of said
7 Defendants acting in the course and scope of their employment and/or agency, and the honoring
8 and/or performance by Defendants, and each of them, of such representations, statements, promises
9 and commitments.

10 60. At no time did Defendants, or any of them, either orally, in writing, or by any
11 other means ever advise, disclose or suggest to Plaintiffs that Defendants, and each of them, were
12 not companies and/or organizations possessed of a high level of business integrity with regard to
13 Defendants' customers, including Plaintiffs, that Defendants' customers, including Plaintiffs, could
14 not and should not feel safe, secure and/or comfortable in relying on Defendants' business integrity
15 with respect to Plaintiffs in any respects, including but not limited to such matters as the making of
16 representations, statements, promises and commitments by the employees, agents and/or authorized
17 representatives of Defendants acting in the course and scope of their employment and/or agency, or
18 the honoring and/or performance by Defendants, and each of them, of such representations,
19 statements, promises and commitments, or that DOE 1, DOE 2, and/or DOE 3, were not persons
20 possessed of a high level of business and personal integrity and honesty, or that Plaintiffs should
21 not believe or rely upon the representations, statements, promises or commitments of DOE 1, DOE
22 2, and/or DOE 3, or any other employee, agent and/or authorized representative of said Defendants,
23 or any of them, in connection with any transaction involving Plaintiffs and Defendants, or any of
24 them.

25 61. Thereafter, based in express, reasonable, and justifiable reliance on the aforesaid
26 express representations of DOE 1, DOE 2, and DOE 3, acting for and on behalf of VISION and
27 DOES 4 through 100, inclusive, and on the aforesaid implied representations of said Defendants,
28 and each of them, Plaintiffs executed the Initial Home Improvement Contract, followed by the First

1 Change Order, Second Change Order, and Third Change Order as aforesaid, and paid money to said
2 Defendants at the times and in the amounts described herein.

3 62. At the time DOE 1, DOE 2, and DOE 3, acting for and on behalf of VISION and
4 DOES 4 through 100, inclusive, and themselves, made the foregoing promises to Plaintiffs, neither
5 DOE 1, DOE 2, DOE 3, VISION nor DOES 4 through 100, inclusive, or any of them, had any
6 intention of performing the same.

7 63. The foregoing promises and representations were made by said Defendants, and
8 each of them, with the intent to induce Plaintiffs to execute the Initial Home Improvement Contract,
9 and thereafter the First Change Order, Second Change Order, and Third Change Order, and agree to
10 purchase from said Defendants, and each of them, the aforesaid home improvement services, and
11 with the intent to induce Plaintiffs to do the acts required of Plaintiffs to be performed pursuant
12 thereto, including the payment of money to said Defendants as aforesaid, and to obtain for said
13 Defendants the benefits and profits thereof.

14 64. The aforesaid representations by DOE 1, DOE 2, and DOE 3 made for and on
15 behalf of VISION and DOES 4 through 100, inclusive, and for their own personal and individual
16 benefit, were in fact false. The true facts were as follows:

17 A. That VISION was not a reputable company;

18 B. That VISION was not highly experienced in the building industry and
19 specifically in conducting residential remodeling, and in fact had then possessed a California
20 Contractor's License for less than one year;

21 C. That VISION did not employ highly-skilled, experienced and professional
22 tradesmen to perform all remodeling work, and in fact did not use employees of any nature to
23 perform such work;

24 D. That the remodeling work performed by VISION was not of top quality;

25 E. That VISION and DOES 1 through 100, inclusive, had no actual intention of
26 performing excellent work of high quality in a timely manner in conducting the proposed
27 remodeling work, but instead intended to cause to be performed shoddy, low-quality workmanship
28 not in conformance with applicable building standards and customs of the building industry, and

1 had no intention of causing such work to be performed within the agreed-upon period for
2 completion;

3 F. That VISION had no actual intention of providing highly-skilled, experienced
4 and professional tradesmen to perform the proposed remodeling work;

5 G. That VISION had no actual intention of providing only top-quality materials
6 for use in the proposed remodeling work, but instead intended to use cheap, inferior, low-quality
7 materials, fixtures and supplies in order to reap the maximum profit without regard to the quality of
8 said materials or the ultimate result to Plaintiffs' Property;

9 H. That VISION had no actual intention of charging Plaintiffs an amount for the
10 proposed services which was reasonable, or which accurately reflected the true value of the work to
11 be performed, or which would in fact be less than the average charges for similar work customarily
12 made by reputable home improvement contractors, but instead intended to charge Plaintiffs sums
13 which were substantially and unconscionably in excess of the charges which would have generally
14 been assessed in the building industry by reputable home improvement contractors for top quality
15 work using top quality materials, fixtures and supplies, to render work, services, materials, fixtures
16 and supplies for the absolute minimal possible cost to said Defendants regardless of the inferior
17 quality thereof or the ultimate result to Plaintiffs and their Property, and after the Initial Home
18 Improvement Contract was executed and demolition begun, to foist upon Plaintiffs the assertion
19 that said Defendants had purportedly "discovered" the necessity for the performance of "additional"
20 work upon the Property, including substantial foundation work and modifications, electrical re-
21 wiring, and the installation of additional insulation and drywall, when in fact Defendants, and each
22 of them, at the time they prepared and executed the Initial Home Improvement Contract on April 9,
23 2006, and at the time they again visited and inspected the Property on or about April 16, 2006,
24 already knew that such work would be required, and already planned not to disclose the necessity
25 for such additional work until after Plaintiffs had executed the Initial Home Improvement Contract,
26 paid money to said Defendants, and said Defendants had commenced and conducted demolition
27 upon the Property when it would be highly unlikely, difficult, impracticable and/or impossible for
28 Plaintiffs to cancel the agreement between Plaintiffs and VISION and Plaintiffs would be in a

1 grossly unequal bargaining position by reason thereof, and intended to thereby induce Plaintiffs to
2 pay for such "additional" work as later described in the First Change Order and subsequent change
3 orders, even though the charges for such work had already been incorporated within the cost of the
4 Project as set forth in the Initial Home Improvement Contract, and to thereby wrongfully,
5 fraudulently, deceitfully, and maliciously extract additional monies therefore from Plaintiffs.

6 I. That VISION had no actual intention of complying in all or any respects with
7 all applicable laws, statutes, ordinances and regulations in connection with the performance of the
8 proposed remodeling work, or to prepare detailed and/or accurate work plans covering said
9 remodeling work, and/or obtain all necessary approvals of such plans from the City of Los Angeles
10 Department of Building and Safety and such other government agencies whose approval was
11 required, or to obtain all necessary building permits, or to conduct all proposed work in
12 conformance with the approved building plans, or to cause all required inspections of the proposed
13 work to be conducted and take such actions as required to assure that the proposed remodeling was
14 performed in such a manner that all necessary approvals thereof were obtained, but instead intended
15 to perform and complete such work while avoiding doing any of the foregoing to the maximum
16 extent possible, including without limitation obtaining required inspections, in order to maximize
17 their profits and obtain from Plaintiffs as much money as possible while doing as little as possible
18 in return, as further described herein.

19 J. That VISION had no actual intention of fully, truthfully, or at all, keeping
20 Plaintiffs advised of all facts, events, and occurrences which materially pertained to or affected the
21 performance of the proposed remodeling work, but instead intended to suppress disclosure of the
22 true facts to Plaintiffs, suppress disclosure of the complete building plans, blueprints, inspection
23 records and other communications and notices from governmental entities with authority over the
24 Project (including without limitation the City of Los Angeles Department of Building and Safety) to
25 Plaintiffs, so that Plaintiffs would remain unaware of the true state of the Project and/or
26 Defendants' various failures to comply with laws, regulations, and other orders concerning the
27 Project while at the same time extracting as much money as possible from Plaintiffs.

28 K. That the implied representations, statements, promises and commitments of

1 said Defendants' employees, agents and/or authorized representatives made in the course and scope
2 of their employment and/or agency were false, untruthful and without substance in all material
3 respects, that said representations, statements, promises and commitments would in fact not be
4 honored in full and in all respects by Defendants, and each of them, and that Defendants, and each
5 of them, intended to repudiate, refute or renege upon the promises and commitments made by their
6 employees, agents and/or authorized representatives acting in the course and scope of such
7 employment and/or agency, and intended to later claim and assert that such promises and
8 commitments had either not in fact ever been made by their employees, agents and/or authorized
9 representatives, or that said employees, agents and/or authorized representatives had lacked
10 authority to make such promises and representations, and that such promises and representations
11 were not binding upon said Defendants, and each of them.

12 65. Plaintiffs, at the time the aforesaid promises and representations were made by
13 Defendants, and each of them, and at the time Plaintiffs took the actions herein alleged, were
14 ignorant of Defendants' material misrepresentations of fact, the falsity of such representations, and
15 Defendants' secret intention not to perform said promises, and Plaintiffs could not, in the exercise
16 of reasonable diligence, have discovered Defendants' material misrepresentations of fact, the falsity
17 of such representations, nor Defendants' secret intention not to perform said promises. In express,
18 reasonable and justifiable reliance on the aforesaid promises and representations of Defendants, and
19 each of them, Plaintiffs took the actions described hereinabove.

20 66. Had Plaintiffs been aware of Defendants' true intentions, and the falsity of the
21 aforesaid express and implied promises and representations made by Defendants to Plaintiffs, and
22 of Defendants' secret intention not to perform the aforesaid promises, Plaintiffs would not have
23 executed the aforesaid Initial Home Improvement Contract, or the First Change Order, or the
24 Second Change Order, or the Third Change Order, or agreed to purchase the aforesaid home
25 improvement services from Defendants, and each of them, or entered into any agreement or
26 business relationship of any nature with said Defendants, and each of them, or otherwise taken the
27 actions in reasonable and justifiable reliance thereon as described herein.

28 67. Plaintiffs are informed and believe and based thereon allege that, thereafter, DOE

1 1, DOE 2 and DOE 3 personally and individually realized and enjoyed the benefits of having falsely
2 and fraudulently induced Plaintiffs to execute the aforesaid Initial Home Improvement Contract, the
3 First Change Order, the Second Change Order, the Third Change Order, and have received from
4 VISION and DOES 4 through 100, inclusive, benefits deriving therefrom, including but not limited
5 to payments of commissions and/or other income, other benefits of employment, and/or
6 advancements of their personal employment and/or business positions. Further, VISION and
7 DOES 4 through 100, inclusive, have realized, enjoyed, and continue to enjoy the financial and
8 other benefits which they have received as a direct and proximate result of having falsely and
9 fraudulently induced Plaintiffs to execute the aforesaid Initial Home Improvement Contract, the
10 First Change Order, the Second Change Order, the Third Change Order, and to agree to purchase
11 home improvement services from said Defendants, and each of them, and to otherwise take the
12 actions in reasonable and justifiable reliance thereon as described herein, including without
13 limitation the payment of monies to said Defendants, and each of them.

14 68. Plaintiffs are informed and believe and based thereon allege that, prior to first
15 making the aforesaid false promises and representations to Plaintiffs, Defendants, and each of them,
16 knowingly and willfully conspired and agreed among themselves to make the aforesaid
17 misrepresentations and false promises, and do the acts as described hereinabove so as to deceive
18 and defraud customers and/or potential customers of said Defendants, and each of them, including
19 Plaintiffs, with the expectation of inducing such customers and/or potential customers of said
20 Defendants, and each of them, including Plaintiffs, to act in the manner herein alleged.

21 69. Defendants, and each of them, acting for and on behalf of themselves and all other
22 Defendants, and each of them, in order to induce Plaintiffs to execute the aforesaid Initial Home
23 Improvement Contract, the First Change Order, the Second Change Order, the Third Change Order,
24 and to agree to purchase home improvement services from said Defendants, and each of them, and
25 to otherwise take the actions in reasonable and justifiable reliance thereon as described herein,
26 including without limitation the payment of monies to said Defendants, and each of them, made the
27 above-described misrepresentations and false promises to Plaintiffs, and represented to Plaintiffs
28 that if Plaintiffs executed such documents and took such actions, Defendants, and each of them,

1 would perform each and every act required of them to be performed in connection therewith and as
2 otherwise represented to Plaintiffs by DOE 1, DOE 2, and DOE 3, acting for and on behalf of
3 VISION and DOES 4 through 100, inclusive.

4 70. Defendants, and each of them, acting for and on behalf of themselves and all other
5 Defendants, and each of them, made the above-described misrepresentations and false promises to
6 Plaintiffs, and did the acts and things herein alleged pursuant to, and in furtherance of, said
7 conspiracy and the agreement between Defendants, and each of them, as alleged herein.

8 71. Each Defendant, including VISION and DOES 1 through 100, inclusive, and each
9 of them, in making such misrepresentations and false promises and in doing such acts, and in
10 lending aid and cooperation to each of his co-defendants, ratified and adopted each and every
11 misrepresentation, false promise and act made, done and/or performed by each of his co-defendants.

12 72. As a direct and proximate result of the aforesaid fraud and deceit by Defendants,
13 and each of them, Plaintiffs have suffered damages in an amount to conform to proof at trial, but
14 reasonably believed to be in excess of \$25,000.00.

15 73. As a further direct and proximate result of the aforesaid actions, conduct, and
16 violations of law by said Defendants, and each of them, and their agents, Plaintiffs have sustained all
17 of the actual damages alleged herein, and have additionally suffered the unreasonable demolition and
18 loss of use of their home for a protracted period and have therefore been denied the comforts,
19 familiarity and appurtenances thereof, and have been the victims of Defendants' fraud and deceit and
20 thereby been unreasonably deprived of the moneys that they intended to devote to the remodeling of
21 their home which they have thus been unable to devote to such purpose, and have sustained various
22 other damages, losses, inconvenience, and disruption of their lives, and by reason of all of the
23 foregoing, have therefore suffered anxiety, humiliation, embarrassment, and other mental and
24 emotional distress, all to Plaintiffs' general damage in an amount to conform to proof.

25 74. The aforesaid conduct of Defendants, and each of them, constituted reprehensible
26 and despicable behavior which subjected Plaintiffs to cruel and unjust hardship in conscious
27 disregard of Plaintiff's rights, constituted an intentional misrepresentation, deceit, conspiracy, and
28 concealment of material facts known to Defendants with the intention on the part of Defendants,

1 and each of them, of thereby depriving Plaintiffs of property or legal rights and/or otherwise
2 causing Plaintiffs injury, and was done with the intent to vex, injure, or annoy Plaintiff such as to
3 constitute oppression, fraud and/or malice under California Civil Code section 3294, and as such,
4 justifies an award of exemplary and punitive damages in an amount appropriate to punish and set an
5 example of Defendants, and each of them, and deter future similar conduct.

6 75. Plaintiffs are entitled to recover their attorneys fees incurred in connection with
7 and ancillary to the prosecution of this action.

8 76. Plaintiffs are further entitled to incidental and consequential damages, plus pre-
9 judgment interest at the prevailing legal rate pursuant to Civil Code §3287 or any other provision of
10 law providing for prejudgment interest, all in a sum according to proof at time of trial.

11 **THIRD CAUSE OF ACTION**

12 **(Against All Defendants For Unfair Business Practices [B&P §17200])**

13 77. Plaintiff realleges each and every allegation as contained in paragraphs 1 through
14 42, and in paragraphs 44 through 52, and in paragraphs 54 through 76, inclusive, of this complaint,
15 and incorporates the same herein by reference as though set forth at length.

16 78. Each of the Defendants' conduct as described herein constitutes part of each of the
17 Defendants' overall scheme to act collusively so as to increase said Defendants' profits at the
18 expense of Plaintiffs and other California residents, as follows:

19 A. Deliberately, unreasonably, and unjustifiably encouraging, ratifying and
20 supporting on the parts of its agents, employees and representatives the use and practice of
21 deception and misdirection, including, but not limited to, falsely and fraudulently misrepresenting
22 to Plaintiffs and other California residents, all customers and/or potential customers of Defendants,
23 and each of them, the character of VISION as a reputable company which was highly experienced
24 in the building industry and specifically in conducting residential remodeling; that VISION
25 employed highly-skilled, experienced and professional tradesmen to perform all remodeling work;
26 that all remodeling work performed by VISION was of top quality, that all remodeling work
27 performed by VISION was performed in a timely manner, that all remodeling work performed by
28 VISION was performed using only top-quality materials, fixtures and supplies, that all charges for

1 remodeling work performed by VISION would be very reasonable, would accurately reflect the true
2 value of the work being performed, and would in fact be less than the average charges for similar
3 work made by the majority of reputable home improvement contractors in the building industry,
4 that all remodeling work performed by VISION would comply in all respects with all applicable
5 laws, statutes, ordinances and regulations, that in connection with all remodeling work performed
6 by VISION, VISION would prepare detailed and accurate work plans covering said remodeling
7 work and obtain all necessary approvals of such plans from the City of Los Angeles Department of
8 Building and Safety and such other government agencies whose approval was required, and would
9 thereafter obtain all necessary building permits; that in connection with all remodeling work
10 performed by VISION, VISION would conduct all proposed work in conformance with the
11 approved building plans; that in connection with all remodeling work performed by VISION,
12 VISION would cause all required inspections of the proposed work to be conducted and take such
13 actions as required to assure that the proposed remodeling was performed in such a manner that all
14 necessary approvals thereof were obtained; and, that in connection with all remodeling work
15 performed by VISION, VISION would fully and truthfully keep all customers, including Plaintiffs,
16 advised of all facts, events, and occurrences which materially pertained to or affected the
17 performance of the proposed remodeling work;

18 B. Deliberately, unreasonably, and unjustifiably encouraging, ratifying and
19 supporting on the parts of its agents, employees and representatives the use and practice of
20 deception and misdirection, including, but not limited to, falsely and fraudulently inducing
21 Plaintiffs and other California residents, all customers and/or potential customers of Defendants,
22 and each of them, to purchase home improvement services from said Defendants, and each of them,
23 and then to fail to perform, repudiate, refute and/or renege upon the promises, representations and
24 commitments made by said Defendants and their employees, agents and/or authorized
25 representatives acting in the course and scope of such employment and/or agency, including without
26 limitation DOE 1, DOE 2, and DOE 3, all for the purpose of wrongfully obtaining money and other
27 benefits from said customers and potential customers, including Plaintiffs;

28 C. Deliberately, unreasonably, and unjustifiably encouraging, ratifying and

1 supporting on the parts of its agents, employees and representatives the use and practice of
2 deception and misdirection, including, but not limited to, making material misrepresentations and
3 representations to Plaintiffs and other California residents which were known to said Defendants to
4 lack factual basis, prior to the commencement of home improvement work and as a means to falsely
5 and fraudulently induce Plaintiffs and other California residents to contract with said Defendants,
6 and each of them, for the performance of such home improvement work, concerning, among other
7 matters, the projected scope of the home improvement work desired or requested by Plaintiffs and
8 other California residents and knowingly misrepresenting such scope of work to be smaller or lesser
9 than what Defendants, and each of them, knew would be the actual scope of work, and doing the
10 foregoing with the express intention of, once Plaintiffs and other California residents had contracted
11 with said Defendants and such home improvement work had commenced and knowing that it
12 would therefore be difficult, impracticable or impossible for Plaintiffs and/or other California
13 residents to cancel said contracts with Defendants and that Plaintiff and/or other California
14 residents would be in a grossly unequal bargaining position by reason thereof, advising Plaintiffs
15 and/or other California residents that Defendants, and each of them, had "discovered" that
16 "additional" work was required which would necessitate the execution of Change Orders and the
17 payment of additional funds by Plaintiff and/or other California residents to complete said home
18 improvement work, and doing all of the foregoing in such a manner as to conceal the true facts and
19 said Defendants' true agendas and intentions from Plaintiffs and/or other California residents.

20 D. Deliberately, unreasonably, and unjustifiably encouraging, ratifying and
21 supporting on the parts of its agents, employees and representatives the use and practice of
22 deception and misdirection, including, but not limited to, making material misrepresentations and
23 representations to Plaintiffs and other California residents which were known to said Defendants to
24 lack factual basis, prior to the commencement of home improvement work and as a means to falsely
25 and fraudulently induce Plaintiffs and other California residents to contract with said Defendants,
26 and each of them, for the performance of such home improvement work, concerning, among other
27 matters, the projected cost of the home improvement work desired or requested by Plaintiffs and
28 other California residents and knowingly misrepresenting such cost to be smaller or lesser than

1 what Defendants, and each of them, knew would be the actual cost thereof, and doing the foregoing
2 with the express intention of, once Plaintiffs and other California residents had contracted with said
3 Defendants and such home improvement work had commenced and knowing that it would therefore
4 be difficult, impracticable or impossible for Plaintiffs and/or other California residents to cancel
5 said contracts with Defendants and that Plaintiff and/or other California residents would be in a
6 grossly unequal bargaining position by reason thereof, advising Plaintiffs and/or other California
7 residents that Defendants, and each of them, had "discovered" that "additional" work was needed
8 which would necessitate the execution of Change Orders and the payment of additional funds by
9 Plaintiff and/or other California residents to complete said home improvement work, and doing all
10 of the foregoing in such a manner as to conceal the true facts and said Defendants' true agendas and
11 intentions from Plaintiffs and/or other California residents.

12 E. Engaging in the practice, in the event that Plaintiffs and/or other California
13 residents discovered the untruth of said Defendants' fraudulent misrepresentations and failures to
14 disclose material facts and/or Defendants' secretly-held agendas and intentions and demanded that
15 said Defendants refund moneys paid, perform work as initially agreed, or demanded other
16 resolutions or remedies, of thereafter refusing to refund all or part of said monies, and/or offering to
17 "credit" portions of said monies to Plaintiffs and/or other California residents at the conclusion of
18 work conditioned upon the additional agreement by Plaintiffs and/or other California residents to
19 purchase additional products, services and/or home improvement work from said Defendants, all
20 with the express intention of offsetting such refunds or credits against the inflated and unreasonable
21 cost of such additional products, services and/or home improvement work, or against additional
22 work of which said Defendants would thereafter falsely represent to Plaintiffs and/or other
23 California residents to have "discovered" the necessity, thereby increasing the ultimate cost of the
24 contracted-for home improvement work and creating the net result that Defendants, and each of
25 them, would never actually refund to Plaintiffs and/or other California residents any of the ill-gotten
26 monies obtained from them by virtue of said Defendants' fraudulent misrepresentations and other
27 tortious conduct;

28 F. Providing materials, fixture and supplies to be used in connection with home

1 improvement projects and/or work contracted for between Defendants, and each of them, and
2 Plaintiffs and/or other California residents which were of cheap, inferior and substandard quality,
3 and which were not consistent with the representations of Defendants, and each of them, made to
4 Plaintiffs and/or other California residents prior to and as an inducement to entering into the
5 aforesaid agreements for home improvement work and/or services, all in an effort to maximize their
6 own profits at the expense of Plaintiffs and/or other California residents;

7 G. Failing to fully or adequately identify to Plaintiffs and/or other California
8 residents the principals of VISION and delineate the actual duties and authorities of the agents
9 and/or employees of VISION, including without limitation DOE 1, DOE 2, DOE 3, and DOE 4;

10 H. Suppressing, concealing, and/or failing to provide and/or disclose to Plaintiffs
11 and/or other California residents complete documentation, including without limitation, designs,
12 plans, blueprints, building permits, and/or inspection records relating to home improvement work
13 performed or contracted to have been performed by said Defendants, and each of them;

14 I. Failing to fully or adequately disclose to Plaintiffs and/or other California
15 residents the actual relationships and/or agreements between said Defendants, and each of them,
16 and the subcontractors, agents and/or employees engaged by said Defendants to perform home
17 improvement upon the residences of Plaintiffs and/or other California residents;

18 J. Engaging in the practice of making and entering into arrangements and/or
19 agreements with the subcontractors, agents and/or employees engaged by said Defendants to
20 perform home improvement upon the residences of Plaintiffs and/or other California residents
21 which were so disproportionate, unfair and/or unconscionable, and thereafter demanding that said
22 subcontractors, agents and/or employees perform additional work or services and/or provide
23 additional materials without additional compensation, such that said subcontractors, agents and/or
24 employees were not adequately or fairly compensated for their work and/or services so as to assure
25 that said subcontractors, agents and/or employees would perform, or be capable of performing, the
26 agreed-upon home improvement work for Plaintiffs and/or other California residents in a sufficient,
27 adequate and/or workmanlike manner;

28 K. Engaging in the practice of encouraging the subcontractors, agents and/or

1 employees engaged by said Defendants to perform home improvement upon the residences of
2 Plaintiffs and/or other California residents to perform and complete work without obtaining
3 adequate or required inspections or signoffs by building and safety authorities.

4 L. Deliberately, unreasonably, and unjustifiably compelling Plaintiffs and/or
5 other California residents to institute litigation to enforce their rights in an effort to further
6 discourage Plaintiffs and/or other California residents from pursuing said rights and to coerce
7 Plaintiffs and/or other California residents to simply pay to said Defendants money not justly owed;

8 M. Engaging in the practice of wrongfully and improperly recording mechanics'
9 liens against real property belonging to Plaintiffs and/or other California residents who became
10 customers of said Defendants, and each of them, in order to wrongfully coerce and induce said
11 Plaintiffs and/or other California residents to pay to Defendants, and each of them, money not justly
12 due said Defendants, and each of them;

13 N. On information and belief, engaging in other improper, unfair and
14 unreasonable conduct and practices directed at Plaintiffs and/or other California residents of which
15 Plaintiffs are presently unaware and which will be shown at the time of trial.

16 79. Each of the Defendants' conduct as described herein constitutes an illegal pattern
17 and practice so pervasive as to form a general business practice which is forbidden by California
18 Business and Professions Code §17200, et seq.

19 80. Plaintiffs seek injunctive relief prohibiting each of the Defendants' continued
20 commission of the above-described unlawful conduct which constitutes an unfair business practice.
21 Plaintiffs seek restitutionary relief in the form of each Defendants' disgorgement of profits gained
22 through their unlawful and unfair business practices. Members of the public have been, continue to
23 be, and are likely to be deceived by each of the Defendants' unlawful conduct as described herein.

24 81. Plaintiffs and numerous other California residents who are falsely and fraudulently
25 induced to enter into agreements with Defendants, and each of them, for the performance of home
26 improvement services have no adequate remedy at law to protect themselves from each of the
27 Defendants' unfair and unlawful business practices. A remedy at law is inadequate because such
28 customers, including Plaintiff, must initiate litigation after Defendants' unlawful conduct has

1 occurred. Once a remedy at law matures, each of the Defendants' actions will have already violated
2 California law by compelling such California residents, including Plaintiffs, to initiate litigation to
3 rescind such falsely and fraudulently obtained agreements to purchase home improvement services,
4 to obtain declaratory relief with respect to their respective rights and obligations, and to otherwise
5 enforce their rights.

6 82. Granting injunctive relief will protect Plaintiffs and numerous other California
7 residents who enter into agreements to purchase home improvement services from Defendants, and
8 each of them. Each of the Defendants, by their conduct as described herein, has treated Plaintiffs
9 and other California residents unfairly and will continue to do so unless so enjoined therefrom.
10 Each of the Defendants, by their conduct as described herein, has engaged in unfair, unlawful and
11 fraudulent business practices intended to deceive such customers, including Plaintiffs. Injunctive
12 relief will bar each of the Defendants from future exploitation of Plaintiffs and other customers and
13 future violations of California law.

14 83. Plaintiffs are entitled to recover their attorneys fees incurred in connection with
15 and ancillary to the prosecution of this action.

16 84. Plaintiff is further entitled to incidental and consequential damages, plus pre-
17 judgment interest on the foregoing sums, pursuant to Civil Code §§3287, 3288 and/or any other
18 provision of law providing for prejudgment interest, all in a sum according to proof at time of trial.

19 **FOURTH CAUSE OF ACTION**

20 **(Against All Defendants For Declaratory Relief)**

21 85. Plaintiff realleges each and every allegation as contained in paragraphs 1 through
22 42, and in paragraphs 44 through 52, and in paragraphs 54 through 76, and in paragraphs 78
23 through 84, inclusive, of this complaint, and incorporates the same herein by reference as though set
24 forth at length.

25 86. An actual controversy has arisen and now exists between Plaintiffs and
26 Defendants, and each of them, concerning their respective rights and duties in that Plaintiffs
27 contend (A) that Defendants, and each of them, made numerous misrepresentations, false promises,
28 and promises without the intention of performing the same to Plaintiffs so as to falsely and

1 fraudulently induce Plaintiffs to purchase home improvement services from Defendants, and each
2 of them, as described hereinabove; (B) that Defendants, and each of them, wrongfully concealed
3 and withheld from Plaintiffs material facts prior to and during the course of the Project which, if
4 known to Plaintiffs, would have materially affected their decision to purchase home improvement
5 services from Defendants, and each of them, or to permit Defendants, and each of them, to continue
6 to perform the same; (C) that Plaintiffs reasonably and justifiably relied on the aforesaid
7 misrepresentations, false promises, and promises without the intention of performing the same by
8 Defendants, and each of them, to their detriment; (D) that Defendants, and each of them, wrongfully
9 failed to perform, repudiated, refuted and reneged upon the representations, promises and
10 commitments made by Defendants, and each of them, and their employees, agents and/or
11 authorized representatives acting in the course and scope of such employment and/or agency,
12 including but not limited to DOE 1, DOE 2, and DOE 3, acting for and on behalf of VISION and
13 DOES 4 through 100, inclusive; (E) that Defendants, and each of them, have thereafter wrongfully,
14 falsely and improperly asserted and continue to assert that said Defendants are due money from
15 Plaintiffs; (F) that Defendants, and each of them, have thereafter wrongfully, falsely and improperly
16 recorded mechanics' liens against the real property of Plaintiffs and that such mechanics' liens are
17 void, invalid, constitute a wrongful and improper encumbrance upon said real property and should
18 therefore be expunged and released in their entirety; (G) that the representations made by DOE 1,
19 DOE 2, and DOE 3, inclusive, were made in the course and scope of their agency, employment
20 and/or other relationship and/or capacity with Defendants VISION and DOES 4 through 100, and
21 each of them, and are therefore binding upon said Defendants, and each of them, (H) that Plaintiffs
22 are not obligated to Defendants, or any of them, for payment of any charges or in any other manner
23 whatsoever in connection with said agreement to purchase home improvement services from
24 Defendants, and each of them; and, (I) that Defendants, and each of them, are legally obligated to
25 pay to Plaintiffs all damages proximately resulting from the acts and conduct of Defendants, and
26 each of them, as described herein, and such other relief available at law and in equity; whereas
27 Defendants, and each of them, dispute these contentions in their entirety.

28 87. Plaintiffs desire a judicial determination of their rights and duties, and the rights

1 and duties of Defendants, and each of them.

2 88. A judicial declaration is necessary and appropriate at this time under the
3 circumstances in order that Plaintiffs may ascertain their rights and duties, and the rights and duties
4 of Defendants, and each of them. Plaintiffs are, and have been, subjected to hardship as a result of
5 Defendants' conduct as herein alleged.

6 89. As a direct and proximate result of the conduct by Defendants, and each of them,
7 as herein alleged, Plaintiffs have suffered damages in an amount to conform to proof at trial, but
8 reasonably believed to be in excess of \$25,000.00.

9 90. Plaintiffs are entitled to recover their attorneys fees incurred in connection with
10 and ancillary to the prosecution of this action.

11 91. Plaintiffs are further entitled to incidental and consequential damages, plus pre-
12 judgment interest at the prevailing legal rate pursuant to Civil Code §3287 or any other provision of
13 law providing for prejudgment interest, all in a sum according to proof at time of trial.

14 **FIFTH CAUSE OF ACTION**

15 **(Against Defendants VISION REMODELING INC. and DOES 4 through 100, inclusive,**
16 **for Breach of Contract)**

17 92. Plaintiff realleges each and every allegation as contained in paragraphs 1 through
18 42, and in paragraphs 44 through 52, and in paragraphs 54 through 76, and in paragraphs 78
19 through 84, and in paragraphs 86 through 91, inclusive, of this complaint, and incorporates the
20 same herein by reference as though set forth at length.

21 93. On or about April 9, 2006, Plaintiffs on the one hand, and VISION, for itself and
22 on behalf of all other Defendants on the other hand, entered into a written agreement, the Initial
23 Home Improvement Contract, a true and correct copy of which is attached hereto as Exhibit "A"
24 and made a part hereof.

25 94. Thereafter, on or about September 4, 2006, Plaintiffs on the one hand, and
26 VISION, for itself and on behalf of all other Defendants on the other hand, entered into the First
27 Change Order, a true and correct copy of which is attached hereto as Exhibit "B" and made a part
28 hereof, and which became a part of the written agreement between the Parties.

1 95. Thereafter, on or about November 28, 2006, Plaintiffs on the one hand, and
2 VISION, for itself and on behalf of all other Defendants on the other hand, entered into the Second
3 Change Order, a true and correct copy of which is attached hereto as Exhibit "C" and made a part
4 hereof, and which became a part of the written agreement between the Parties.

5 96. Thereafter, on or about December 1, 2006, Plaintiffs on the one hand, and
6 VISION, for itself and on behalf of all other Defendants on the other hand, entered into the Third
7 Change Order, a true and correct copy of which is attached hereto as Exhibit "D" and made a part
8 hereof, and which became a part of the written agreement between the Parties.

9 97. The aforesaid written agreement between the Parties, in addition to terms
10 expressly contained therein, contained implied promises and covenants by Defendants, and each of
11 them, to promptly, fully and adequately disclose to Plaintiffs all facts known to Defendants, and
12 each of them, at the time they became know of should have become known, which were likely to
13 materially affect Plaintiffs' decision to purchase home improvement services from Defendants, and
14 each of them, to enter into the aforesaid agreement with Defendants, and each of them, to agree for
15 the performance of further home improvement services by Defendants, and each of them, or to
16 cancel the Project. The aforesaid written agreement between the Parties additionally contained an
17 implied covenant of good faith and fair dealing as between the Parties.

18 98. On or about April 9, 2006, and continuing to the present, Defendants, and each of
19 them, breached the aforesaid written agreement in numerous material respects, including without
20 limitation the following:

21 A. Unreasonably delaying the commencement of work;

22 B. Unreasonably failing to create and develop job plans and/or blueprints which
23 were in conformance with applicable laws, regulations, ordinances, and standards, and/or which
24 met with the standards and requirements of the City of Los Angeles Department of Building and
25 Safety;

26 C. Unreasonably failing to promptly, fully or adequately disclose to Plaintiffs all
27 facts known to Defendants, and each of them, at the time they became know of should have become
28 known, which were likely to materially affect Plaintiffs' decision to purchase home improvement

1 services from Defendants, and each of them, or affect Plaintiffs' decision to enter into the aforesaid
2 agreement with Defendants, and each of them, or affect Plaintiffs' decision to agree for the
3 performance of further home improvement services by Defendants, and each of them, or affect
4 Plaintiffs' decision to cancel the Project, or which otherwise materially impacted, concerned or
5 regarded the Project or Plaintiffs;

6 D. Unreasonably failing to comply with the provisions of Business and
7 Professions Code §§ 7150 through 7168, et seq.;

8 E. Unreasonably failing to provide highly-skilled, experienced and professional
9 tradesmen to perform all remodeling work;

10 F. Unreasonably failing to perform remodeling work of top quality;

11 G. Unreasonably failing to perform and complete work in a timely manner;

12 H. Unreasonably failing to use and provide only top-quality materials, fixtures,
13 and supplies for use in such proposed remodeling work;

14 I. Unreasonably failing to assure that the charges assessed for the aforesaid
15 home improvement services were reasonable or accurately reflected the true value of the work
16 performed and/or contracted for;

17 J. Unreasonably failing to obtain necessary building permits;

18 K. Unreasonably failing to obtain necessary building inspections;

19 L. Unreasonably failing to correct errors, mistakes, and/or other matters in
20 conformance with the requirements of the City of Los Angeles Department of Building and Safety;
21 and,

22 M. Unreasonably failing to refund to Plaintiffs monies representing overcharges
23 or duplicate charges by said Defendants;

24 99. Plaintiffs have fully performed all conditions, covenants, and promises required by
25 them on their part to be performed in accordance with the terms and conditions of the aforesaid
26 written agreement.

27 100. As a direct and proximate result of the aforesaid breach of the aforesaid oral
28 contract by Defendants, and each of them, Plaintiffs have sustained damages in an amount to

1 conform to proof at trial, but reasonably believed to be in excess of \$25,000.00.

2 101. Plaintiffs are entitled to recover their attorneys fees incurred in connection with
3 and ancillary to the prosecution of this action.

4 102. Plaintiffs are further entitled to incidental and consequential damages, plus pre-
5 judgment interest at the prevailing legal rate pursuant to Civil Code §3287 or any other provision of
6 law providing for prejudgment interest, all in a sum according to proof at time of trial.

7 **SIXTH CAUSE OF ACTION**

8 **(Against Defendants VISION REMODELING INC. and DOES 4 through 100, inclusive,**
9 **for Money Had and Received – Quantum Meruit)**

10 103. Plaintiff realleges each and every allegation as contained in paragraphs 1 through
11 42, and in paragraphs 44 through 52, and in paragraphs 54 through 76, and in paragraphs 78
12 through 84, and in paragraphs 86 through 91, and in paragraphs 93 through 102, inclusive, of this
13 complaint, and incorporates the same herein by reference as though set forth at length.

14 104. Within the last four years, at the County of Los Angeles, California, Defendants
15 VISION REMODELING INC. and DOES 4 through 100, inclusive, and each of them, became
16 indebted to Plaintiffs in a sum to conform to proof at trial, but which is reasonably believed to be
17 not less than \$66,000.00, for money paid, laid out and expended to Defendants, and each of them, at
18 said Defendants' special instance and request in connection with the home improvement services at
19 the Property contracted for between Plaintiffs and said Defendants, and each of them as aforesaid.

20 105. Neither the whole nor any part of the above sum has been paid, and there remains
21 due and owing to Plaintiffs a sum to conform to proof at trial, but which is reasonably believed to
22 be not less than \$66,000.00;

23 106. Plaintiffs are entitled to recover their attorneys fees incurred in connection with
24 and ancillary to the prosecution of this action.

25 107. Plaintiffs are further entitled to incidental and consequential damages, plus pre-
26 judgment interest at the prevailing legal rate pursuant to Civil Code §3287 or any other provision of
27 law providing for prejudgment interest, all in a sum according to proof at time of trial.

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SEVENTH CAUSE OF ACTION

(Against All Defendants for Negligence)

108. Plaintiff realleges each and every allegation as contained in paragraphs 1 through 42, and in paragraphs 44 through 52, and in paragraphs 54 through 76, and in paragraphs 78 through 84, and in paragraphs 86 through 91, and in paragraphs 93 through 102, and in paragraphs 104 through 107, inclusive, of this complaint, and incorporates the same herein by reference as though set forth at length.

109. By virtue of the status of Defendants as licensed Contractors within the State of California, Defendants, and each of them, owed to Plaintiffs a duty to exercise due care in the performance of all contracting services, including home improvement services, contracted for as between Plaintiffs and Defendants, and each of them, and in connection with the conducting of all business matters, including the safekeeping and management of monies paid to Defendants by Plaintiffs, so as not to expose Plaintiffs to an unreasonable risk of harm arising therefrom.

110. Beginning on or about April 9, 2006, and continuing through the present, Defendants have so negligently performed such home improvement services, including without limitation the design and layout of the Project and actions taken by Defendants with respect to the design, creation and development of building plans and blueprints, the obtaining of necessary approvals and permits, the management of the Project so as to assure that the Project conformed to the approved building plans and/or blueprints, the establishment and development of a budget for the Project, and the selection of materials, fixtures, and supplies for use in connection with the Project, so negligently supervised its agents, employees and subcontractors, and so negligently handled and maintained monies paid and entrusted to said Defendants by Plaintiffs, as described hereinabove.

111. As a direct and proximate result of the aforesaid negligence of Defendants, and each of them, Plaintiffs have sustained damages as herein alleged in an amount to conform to proof at trial, but reasonably believed to be in excess of \$25,000.00.

112. Plaintiffs are entitled to recover their attorneys fees incurred in connection with and ancillary to the prosecution of this action.

1 113. Plaintiffs are further entitled to incidental and consequential damages, plus pre-
2 judgment interest at the prevailing legal rate pursuant to Civil Code §3287 or any other provision of
3 law providing for prejudgment interest, all in a sum according to proof at time of trial.

4 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as
5 follows:

6 **ON THE FIRST CAUSE OF ACTION**

7 1. For actual, compensatory, incidental and consequential damages in a sum
8 according to proof;

9 2. For a determination by the Court that any and all agreements to purchase home
10 improvement services by and between Plaintiffs and any Defendants, and each of them, including
11 without limitation the "Home Improvement Contract" and attached "Additional Description Forms"
12 executed on or about April 9, 2006, the "Change Order" executed on or about September 4, 2006,
13 the "Change Order" executed on or about November 28, 2006, and the "Change Order" executed on
14 or about December 1, 2006, have been and are rescinded in their entirety, and ordering restitution of
15 the consideration given by Plaintiff;

16 3. For prejudgment interest on the foregoing sums, and each of them, according to
17 proof;

18 4. For attorneys fees as allowed by law and according to proof;

19 5. For costs of suit incurred herein; and,

20 6. For such other and further relief as the Court may deem proper.

21 **ON THE SECOND CAUSE OF ACTION**

22 1. For actual, compensatory, incidental and consequential damages in a sum
23 according to proof;

24 2. For general damages in a sum to conform to proof;

25 3. For exemplary and punitive damages in an amount sufficient to punish Defendants
26 and deter future similar conduct;

27 4. For prejudgment interest on the foregoing sums, according to proof;

28 5. For attorneys fees as allowed by law and according to proof;

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- 6. For costs of suit incurred herein; and,
- 7. For such other and further relief as the Court may deem proper.

ON THE THIRD CAUSE OF ACTION

- 1. For a permanent injunction prohibiting and enjoining Defendants, and each of them, from engaging in the conduct alleged;
- 2. For an order requiring Defendants, and each of them, to disgorge the profits they wrongfully obtained through the use of their unfair and illegal practices;
- 3. For exemplary and punitive damages in an amount sufficient to punish Defendants and deter future similar conduct;
- 4. For prejudgment interest on the foregoing sum, according to proof;
- 5. For attorneys fees as allowed by law and according to proof;
- 6. For costs of suit incurred herein; and,
- 7. For such other and further relief as the Court may deem proper.

ON THE FOURTH CAUSE OF ACTION

- 1. For a declaration as follows:
 - A. That Defendants, and each of them, made numerous misrepresentations, false promises, and promises without the intention of performing the same to Plaintiffs so as to falsely and fraudulently induce Plaintiffs to purchase home improvement services from Defendants, and each of them, as described hereinabove;
 - B. That Defendants, and each of them, wrongfully concealed and withheld from Plaintiffs material facts prior to and during the course of the Project which, if known to Plaintiffs, would have materially affected their decision to purchase home improvement services from Defendants, and each of them, or to permit Defendants, and each of them, to continue to perform the same;
 - C. That Plaintiffs reasonably and justifiably relied on the aforesaid misrepresentations, false promises, and promises without the intention of performing the same by Defendants, and each of them, to their detriment;
 - D. That Defendants, and each of them, wrongfully failed to perform, repudiated,

1 refuted and reneged upon the representations, promises and commitments made by Defendants, and
2 each of them, and their employees, agents and/or authorized representatives acting in the course and
3 scope of such employment and/or agency, including but not limited to DOE 1, DOE 2, and DOE 3,
4 acting for and on behalf of VISION and DOES 4 through 100, inclusive;

5 E. That Defendants, and each of them, have thereafter wrongfully, falsely and
6 improperly asserted and continue to assert that said Defendants are due money from Plaintiffs;

7 F. That Defendants, and each of them, have thereafter wrongfully, falsely and
8 improperly recorded mechanics' liens against the real property of Plaintiffs and that such
9 mechanics' liens are void, invalid, constitute a wrongful and improper encumbrance upon said real
10 property and should therefore be expunged and released in their entirety;

11 G. That the representations made by DOE 1, DOE 2, and DOE 3, inclusive, were
12 made in the course and scope of their agency, employment and/or other relationship and/or capacity
13 with Defendants VISION and DOES 4 through 100, and each of them, and are therefore binding
14 upon said Defendants, and each of them,

15 H. That Plaintiffs are not obligated to Defendants, or any of them, for payment of
16 any charges or in any other manner whatsoever in connection with said agreement to purchase home
17 improvement services from Defendants, and each of them; and,

18 I. That Defendants, and each of them, are legally obligated to pay to Plaintiffs
19 all damages proximately resulting from the acts and conduct of Defendants, and each of them, as
20 described herein, and such other relief available at law and in equity.

21 2. For actual, compensatory, incidental and consequential damages in a sum
22 according to proof;

23 3. For prejudgment interest on the foregoing sums, and each of them, according to
24 proof;

25 4. For attorneys fees as allowed by law and according to proof;

26 5. For costs of suit incurred herein; and,

27 6. For such other and further relief as the Court may deem proper.

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ON THE FIFTH CAUSE OF ACTION

1. For actual, compensatory, incidental and consequential damages in a sum according to proof;
2. For prejudgment interest on the foregoing sums, and each of them, according to proof;
3. For attorneys fees as allowed by law and according to proof;
4. For costs of suit incurred herein; and,
5. For such other and further relief as the Court may deem proper.

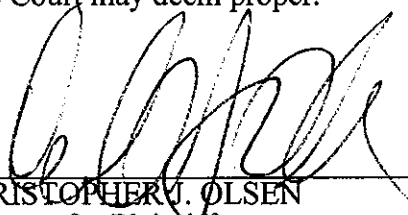
ON THE SIXTH CAUSE OF ACTION

1. For actual, compensatory, incidental and consequential damages in a sum according to proof;
2. For prejudgment interest on the foregoing sums, and each of them, according to proof;
3. For attorneys fees as allowed by law and according to proof;
4. For costs of suit incurred herein; and,
5. For such other and further relief as the Court may deem proper.

ON THE SEVENTH CAUSE OF ACTION

1. For actual, compensatory, incidental and consequential damages in a sum according to proof;
2. For prejudgment interest on the foregoing sums, and each of them, according to proof;
3. For attorneys fees as allowed by law and according to proof;
4. For costs of suit incurred herein; and,
5. For such other and further relief as the Court may deem proper.

DATED: January 25, 2007


CHRISTOPHER J. OLSEN
Attorney for Plaintiffs
KENNETH BERGER and THU PHAN



Vision Remodeling Inc.

Lic. # 859753

HOME IMPROVEMENT CONTRACT

Ph. 818-989-3220 - Fax: 818-989-3240

14416 Hamlin st. #105, Van Nuys, CA 91401

Ⓞ (323) 605 4124

Ⓢ (323) 299 0330

BUYER: Kenneth & Thu Berger Name
3705 Buckingham Rd Residence Address Los Angeles City CA State 90016 Zip

Job Address City State Zip

A. Description of the Work: Contractor will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner, the following: See Additional Form.

(Describe the work to be done and the materials to be used or installed under this contract—attach plan or schematic diagram.)
NOT INCLUDED: The following property (hereafter called "the project"):

The job does not include any permit fee - customer pay for permit.

B. Payment: Total contract price to be: \$ 125,000 Down Payment (if any): \$ 1000

Schedule of Payment shall be per Sec. 7159 (e) and (f) of the California Business and Professions Code:

WHEN	AMOUNT
1. <u>Starting job</u>	\$ <u>5,000</u>
2. <u>kitchen design</u>	\$ <u>10,000</u>
3. <u>demolition walls</u>	\$ <u>30,000</u>
4. <u>floor flooring</u>	\$ <u>20,000</u>
<small>(Must be shown in dollars and cents)</small>	
<small>(Shall specifically reference the work or services to be performed and any materials and equipment to be supplied)</small>	<u>20,000</u>
<u>Kitchen Install</u>	

C. Commencement/Completion of Work:

- Owner shall have jobsite ready for commencement of the work of improvement no later than 30 days from the date of this Agreement—and so notify the Contractor in writing.
- The approximate date when the work will begin is scheduled to be: 04/14/06
- The approximate date on which all construction is to be completed will be: 07/15/06
- Substantial commencement of the work shall be deemed to be delivery of materials.

D. Terms, Conditions and Limited Warranty: The terms and conditions on the reverse side, and the limited warranty following Section 7159 of the State of California Contractor's License Law, are expressly incorporated into this Agreement. Payment is due in cash. Contract price does not include any finance charges.

E. Lien Releases: Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

NOTICE TO OWNER: You, the homeowner (buyer), have the right to require that your contractor furnish you with a performance and payment bond or use a joint control approved by the Registrar of Contractors. You may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation included in this form for an explanation of this right. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 28000, Sacramento, California 95828.

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859753
By: Rachel Kellon Accepted: [Signature] Date: 04/14/06

State Registration Number: _____
NOTICE TO OWNER: THIS AGREEMENT IS SUBJECT TO HOME OFFICE APPROVAL BEFORE IT BECOMES EFFECTIVE.
X _____ (OWNERS SIGN HERE)
X _____ (OWNERS SIGN HERE)
X _____ (OWNERS SIGN HERE)

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TERMS AND CONDITIONS

§1. **Plans, Specifications, and Permits.** The project will be constructed according to the description on the reverse side and any plans and specifications which have been examined by the owner and which have been or may be signed by the parties hereto. Contractor will obtain and pay for all required building permits, but owner will pay assessments and charges required by public bodies and utilities for sewers, storm drains, water service and other utilities, including revolving fund charges, hook-up charges and the like. Unless stated otherwise, Owner shall not perform any construction work related to Contractor's work.

§2. **Labor and Material.** Contractor shall pay all valid charges for labor and material incurred by contractor and used in the construction of the project, but is excused by owner from this obligation for bills received in any period during which owner is in arrears in making progress payments to contractor. Should contractor fail to make any payments required under this paragraph, owner may make such payments on behalf of contractor; and contractor shall reimburse owner for the amount actually paid on demand; but owner shall not, by means of assignment or otherwise, be entitled to collect any greater amount from contractor than the amount actually paid for labor or material under this paragraph. No waiver or release of mechanic's lien given by contractor shall be binding until all payments due to contractor when the release was executed have actually been made.

§3. **Contract, Plans and Specifications.** The contract, plans and specifications, if any, are intended to supplement each other. In case of conflict, however, the plans shall control over the specifications, and the provisions of this contract shall control both.

§4. **Extra Work.** Should owner, construction lender or any public body or inspector direct any modification or addition to the work covered by this contract, the cost shall be added to the contract price. For the purpose of this paragraph, "cost" is defined as the cost of extra subcontracts, labor and materials, plus 10% of "cost" for overhead, plus 10% of the sum of "cost and overhead" for profit. Requests for extra work should be made in writing, but contractor is entitled to be paid for extra work whether reduced to writing or not. Expense incurred because of unusual or unanticipated ground conditions (such as fill, hard solid, rock or ground water) shall be paid for by owner as extra work. No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement. Any change-order forms for changes or extra work shall be incorporated in; and become a part of the contract.

§5. **Allowances.** If the contract price includes allowances, and the cost of performing the work covered by the allowance is greater or less than the allowance, then the contract price shall be increased or decreased accordingly. Unless otherwise requested by owner in writing, contractor shall use his own judgment in accomplishing work covered by an allowance. If owner requests that work covered by an allowance be accomplished in such a way that the cost will exceed the allowance, contractor shall comply with owner's request, provided that owner pays the additional cost in advance.

§6. **Delay.** Contractor shall be excused for any delay in completion of the contract caused by acts of God, acts of owner or owner's agent, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of owner to make progress payment promptly, or other contingencies unforeseen by contractor and beyond the reasonable control of contractor. In the event Owner delays the job for 30 days or more, Contractor shall be entitled to a price escalation. Overdue payments will bear interest at the maximum legally permissible rate. In the event Owner prevents Contractor from completing the work under this Agreement, the entire contract price shall immediately become all due and payable.

§7. **Excluded Work.** Contractor is not responsible for any existing illegal conditions. Contractor is not responsible for any unlawful or abnormal concrete footings, foundations, retaining walls or piers required, or any unusual depth required for same. Conditions caused by poor soil, lack of compaction, hillside or other slope conditions, and is not obligated to correct same. Any and all such work, if required by public bodies shall constitute an Extra. Unless specifically included herein, any plumbing, gas, waste and water lines within the foundations of existing structures, and any work involving cesspools or septic tanks, are excluded. Rerouting, relocation or replacement of vents, pipes, ducts or conduits not shown, or encountered in areas of alteration or excavation is also excluded. Changes to existing electrical service or service panels, other than addition of circuit breakers or fuse blocks is also excluded. The existing electrical wiring system is represented by Owner to be adequate and properly functioning. Contractor will endeavor to match existing plaster color and texture, but plaster patches may not be invisible.

§8. **Completion and Occupancy.** Owner agrees to sign and record a Notice of Completion within five days after completion of the project. If the project passes final inspection by the public body but owner fails to record Notice of Completion, then owner hereby appoints contractor as owner's agent to sign and record a Notice to Completion on behalf of owner. This agency is irrevocable and is an agency coupled with an interest. Contractor may use such force as is necessary to deny occupancy of the project by owner or anyone else until contractor has received all payments, excluding the retention payment, due under this contract, and until Notice of Completion has been recorded.

§9. **Damage to Project and Insurance.** Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached; such insurance to be in a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project; such insurance to name contractor as an additional insured, and to protect owner; contractor and construction lender as their interests may appear, should owner fail so to do, contractor may procure such insurance as agent for and at expense of owner, but is not required to do so. If the project is destroyed or damaged by an accident; disaster or calamity such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism, any work done by contractor in rebuilding or restoring the project shall be paid for by owner as extra work under section four.

§10. **Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made to contractor under this agreement; contractor may keep the job idle until all payments due are received.

§11. **Limitations.** No action arising from or related to the contract, or the performance thereof, shall be commenced by either party against the other more than two years after the completion or cessation of work under this contract. This limitation applies to all actions of any character whether at law or in equity, and whether sounding in contract tort or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for wilful fraud, concealment or misrepresentation.

§12. **Property Lines.** Owner shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property.

§13. **Clean-Up.** Upon completion of the work, contractor will remove debris and surplus material from owner's property and leave it in a neat and broom-clean condition.

§14. **Taxes and Assessments.** Taxes and special assessments of all descriptions will be paid by owner.

§15. **Notice.** Any notice required or permitted under this contract may be given by ordinary mail at the address contained in this contract, but such address may be changed by written notice given by one party to the other from time to time. After a notice is deposited in the mail, postage prepaid, it shall be deemed received in the ordinary course of the mails.

§16. **Prohibition of Assignment.** Owner may not assign this contract or payment due under this contract to any other party without the written consent of contractor.

§17. **Bankruptcy.** If either party becomes bankrupt, or makes an assignment for the benefit of creditors, the other party has the right to cancel this contract.

§18. **Arbitration.** Any controversy arising out of the construction of the project referred to in this contract or regarding the interpretation of this contract shall be subject to arbitration by and in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he or she shall deem proper for the time, expense and trouble of arbitration.

§19. **Entire Agreement and Integration Clause.** This instrument contains the entire agreement between the parties. There are no representations, understandings or agreements, oral or written, which are not included herein. Seller's failure to exercise any right hereunder, or to take any action permitted on a breach by Purchaser, will not be deemed a waiver thereof or of other rights or breaches. No waiver will be effective unless specifically made in writing, and signed by a duly authorized representative of the party making such a waiver. This Agreement may not be altered or assigned except upon written agreement of the parties hereto.

§20. Section 7159 of the California Business and Professions Code as reproduced on the last page of this form, is incorporated hereby in these Terms and Conditions.

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NOTICE TO OWNER

Under the California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Section 7018.5 of the State of California Contractor's License Law - Added State 1992 ch 788 @ 2 (AB 2736)

NOTICE TO OWNER

Failure by the contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in the contract when work will begin is a violation of the Contractors License Law.

NOTICE OF CANCELLATION

COPY TO BE SENT TO SELLER

You may cancel this transaction, without any penalty or obligation, within three business days from the date of this Agreement.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notices to VISION REMODELING, INC. 14416 Hamlin St. #103, Van Nuys, CA 91401 not later than midnight of the third business day from the date of this Agreement.

I hereby cancel this transaction,

(Date)

(Buyer's Signature)

Buyer's Record of Cancellation: Written cancellation notice sent:

- Hand Delivered
- First Class Mail
- Certified Mail
- Registered Mail

This Notice to Owner and Notice of Cancellation read and acknowledged by owner prior to signing of contract.

Buyer's Signature

Date

Buyer's Signature

Date

VISION REMODELING, INC.

Section 7159 of the State of California Contractor's License Law—Amended Stats 1991 ch 1160 § 45 (AB 2190)
Requirements for home improvement contracts:

This section shall apply only to home improvement contracts, as defined in Section 7151.2, between a contractor, whether a general contractor or a specialty contractor, who is licensed or subject to be licensed pursuant to this chapter with regard to the transaction and who contracts with an owner or tenant for work upon a residential building or structure, or upon land adjacent thereto, for proposed repairing, remodeling, altering, converting, modernizing, or adding to the residential building or structure or land adjacent thereto, and where the aggregate contract price specified in one or more improvement contracts, including all labor, services and materials to be furnished by the contractor, exceeds five hundred dollars (\$500).

Every home improvement contract and every contract the primary purpose of which is the construction of a swimming pool, shall be subject to the provisions of this section. Every contract and any changes in the contract subject to the provisions of this section shall be evidenced by a writing and shall be signed by all the parties to the contract thereto. The writing shall contain the following:

(a) The name, address, and license number of the contractor, and the name and registration number of any salesperson who solicited or negotiated the contract.

(b) The approximate dates when the work will begin and on which all construction is to be completed.

(c) A plan and scale drawing showing the shape, size dimensions, and construction and equipment specifications for a swimming pool and for other home improvements, a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.

(d) If the payment schedule contained in the contract provides for a downpayment to be paid to the contractor by the owner or the tenant before the commencement of work, the downpayment shall not exceed two hundred dollars (\$200) or 2 percent of the contract price for swimming pools, or one thousand dollars (\$1,000) or 10 percent of the contract price for other home improvements, excluding finance charges, whichever is the lesser.

(e) A schedule of payments showing the amount of each payment as a sum in dollars and cents. In no event shall the payment schedule provide for the contractor to receive, or shall the contractor actually receive, payments in excess of 100 percent of the value of the work performed on the project at any time, excluding finance charges, except that the contractor may receive an initial downpayment authorized by subdivision (d). With respect to a swimming pool contract the final payment may be made at the completion of the final plastering phase of construction provided that any installation or construction of equipment, decking, or fencing required by the contract is also completed. A failure by the contractor without lawful excuse to substantially commence work within twenty (20) days of the approximate date specified in the contract when work will begin shall postpone the next succeeding payment to the contractor for that period of time equivalent to the time between when substantial commencement was to have occurred and when it did occur. The schedule of payments shall be stated in dollars and cents, and shall be specifically referenced to the amount of work or services to be performed and to any materials and equipment to be supplied. With respect to a contract which provides for a schedule of monthly payments to be made by the owner or tenant and for a schedule of payments to be disbursed to the contractor by a person or entity to whom the contractor intends to assign the right to receive the owner's or tenant's monthly payments, the payments referred to in this subdivision mean the payments to be disbursed by the assignee and not those payments to be made by the owner or tenant.

(f) The contract shall state that upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement or swimming pool a full and unconditional release from any claim or mechanic's lien pursuant to Section 3114 of the Civil Code, for that portion of the work for which payment has been made.

(g) The requirements of subdivisions (d), (e), and (f) shall not apply when the contract provides for the contractor to furnish a performance and payment bond, lien and completion bond, bond equivalent, or joint control approved by the Registrar of Contractors covering full performance and completion of the contract and the bonds or joint control is or are furnished by the contractor, or when the parties agree for full payment to be made upon or for a schedule of payments to commence after satisfactory completion of the project. The contract shall contain in close proximity to the signatures of the owner and contractor a notice in at least 10-point type stating that the owner or tenant has the right to require the contractor to have a performance and payment bond.

(h) No extra or change-order work shall be required to be performed without prior written authorization of the person contracting for the construction of the home improvement or swimming pool. Any change-order forms for changes or extra work shall be incorporated in, and become a part of the contract.

(i) If the contract provides for a payment of a salesperson's commission out of the contract price, that payment shall be made on a pro rata basis in proportion to the schedule of payments made to the contractor by the disbursing party in accordance with subdivision (e).

(j) The language of the notice required pursuant to Section 7018.5.

(k) What constitutes substantial commencement of work pursuant to the contract.

(l) A notice that failure by the contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in the contract when work will begin is a violation of the Contractors License Law.

(m) If the contract provides for a contractor to furnish joint control, the contractor shall not have any financial or other interest in the joint control.

A failure by the contractor without lawful excuse to substantially commence work within 20 days from the approximate date specified in the contract when work will begin is a violation of this section.

This section shall not be construed to prohibit the parties to a home improvement contract from agreeing to a contract or account subject to Chapter 1 (commencing with Section 1801) of Title 2 of Part 4 of Division 3 of the Civil Code.

The writing may also contain other matters agreed to be the parties to the contract.

The writing shall be legible and shall be in a form that clearly describes any other document which is to be incorporated into the contract, and before any work is done, the owner shall be furnished a copy of the written agreement, signed by the contractor.

For purposes of this section, the board shall, by regulation, determine what constitutes "without lawful excuse."

The provisions of this section are not exclusive and do not relieve the contractor or any contract subject to it from compliance with all other applicable provisions of law.

A violation of this section by a licensee, or a person subject to be licensed, under this chapter, his or her agent, or salesperson is a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) nor more than five thousand dollars (\$5,000) or by imprisonment in the county jail not exceeding one year, or by both fine and imprisonment.

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Limited Warranty—Contractor guarantees that all materials furnished by him will be of standard quality, free from defects, and will be installed in a good and workmanlike manner. All equipment, assemblies or units purchased by Contractor under this contract are sold and installed subject to the manufacturer's guaranty or warranty, only, and Contractor does not warrant same. Labor and materials is guaranteed for a period of 1 year when subjected to normal use and care, and provided Owner has fully complied with the terms of payment and other conditions of this contract. The liability of the Contractor for defective materials or installation under this limited warranty is hereby limited to the replacement or correction of said defective materials or installation, and no other claims, including claims for consequential damages, shall be allowed.

ADDITIONAL DESCRIPTION FORM

1

(TO BE USED WITH FORMS 201, 202, 203, AND 204)

Contractor: Vision Remodeling (Contractor's Name) RE-PROJECT: Kenneth & The Berger (Name)
14416 Hamlin Ct #103 (Owner's Name) 3708 Buckingham Rd (Address)
Van Nuys CA 91401 (Phone) (FAX) Los Angeles CA 90016 (City, State And Zip)

This is an additional description of that certain contract between the above named parties dated _____

(Proceed Contract Provisions Here)

* Prepare Blue print for interior house - blue print will be made sketch + engineering calculation if necessary + title on

* Remodeling kitchen:
demo existing kitchen and wall it away
Install tile in the kitchen + laundry room - Contractor supply tile \$2 for sq. allowance!

Install cabinet cherry - stain custom made - melmin white from inside
Install an island 4x6 two level *
Build a pantry with pull out shelf
Install crown molding at the kitchen
Install counter - granite with back splash

Install Appliances as: sink, stove, DW, ref, hood -
Customer supply appliance

Install 6 recess light

House flooring:
* demo existing flooring and wall it away.
Install flooring allowance \$5 for material - contractor will choose flooring

Contractor [Signature] (Signature) Owner or Agent: [Signature] (Signature)

ADDITIONAL DESCRIPTION FORM

(TO BE USED WITH FORMS 201, 202, 203, AND 204)

2

Contractor: VISION Remodeling Inc
(Contractor's Name)
14416 Hamlin St #103
(Owner's Name)
Van Nuys, CA 91411
(Phone) (FAX)

RE-PROJECT: Kenneth & Thu Berger
(Name)
3705 Buckingham Rd
(Address)
Los Angeles, CA 90016
(City, State And Zip)

This is an additional description of that certain contract between the above named parties dated _____

(Proceed Contract Provisions Here)

Bathroom Remodeling - {master}
* demo existing bathroom
close the walking closet
Cut an opening for bathroom.
Install Tile in the bathroom - flooring + walls -
contractor supply tile @ allowance for sq.
plumbing in the bathroom will be copper.
Build a new shower + apply Hot mop.
Install shower door - custom.
Install jacuzzi
Install fixtures as: jacuzzi success vanity -
customer supply fixtures
patch & paint bathroom.
Install 4-5 recess light + fan combination.

Bathroom Remodeling {small 4'
* Cancel one door
Build a new shower app 4x3 +
apply hot mop
Install tile on the flooring + walls.
Install Toilet, vanity - customer supply fixtures
patch & paint bathroom.
Install 2-3 recess light.
* Install shower door - custom.

* Garage:
Install unit - small of A/C in the garage.
Install dry wall walls + ceiling.

Contractor _____

(Signature)

Owner or Agent: _____

(Signature)



ADDITIONAL DESCRIPTION FORM

(TO BE USED WITH FORMS 201, 202, 203, AND 204)

3

Contractor: Vision Remodeling Co RE-PROJECT: Kenneth & Thy Berger
14416 Franklin St #103 3705 Buckingham Rd
Van Nuys, CA 91401 Los Angeles CA 90016
(Contractor's Name) (Name)
(Owner's Name) (Address)
(Phone) (FAX) (City, State And/Zip)

This is an additional description of that certain contract between the above named parties dated _____

(Proceed Contract Provisions Here)

Install Cabinet app 7 LF - natural oak
Install Tile flooring - contractor supply tile \$2 for
sq. allowances.

- * Install moulding - wood in all the house.
- * Install 5 interior door + framing.
- * Install french door.
- * Install Tile at the entrance - contractor supply tile app \$2 for sq.
- * Install App 30-35 resist light in all the house including kitchen and bathroom.
- * Paint the Interior house.
- * Install fire place - marble + paint the mantel.

* Install Cabinet Bench App 6-8 LF

STAGES OF PAYMENT

Bedroom Remodeling Small	\$10,000
Bathroom Remodeling Large	\$20,000
house painting	\$10,000
garage dry wall	\$5,000
conclusion	\$11,000

Contractor _____ Owner or Agent: _____
(Signature) (Signature)



Vision Remodeling Inc.

Lic. # 859753

800-956-3220 • Fax: 818-989-3240
14416 Hamlin st. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 09/04/08

Kenneth & Tary Karger
(Name)

3205 Buckingham Road
(Address)

La Angeles CA 90001
(City, State and Zip)

(Phone) (Fax) (Phone) (Fax)

This contract change order modifies and amends the contract between the above named parties dated

Install new entrance door - Contractor Supply

Install Security door - contractor Supply

Install Flag Stone at the entrance + mini wall way.

Customer agree to pay an additional of \$40,000 to the job

Stages of Payment: deposit - \$1000 paid

\$ Apply installation + dry wall \$10,000 paid

Install beam + rewire done \$10,000 paid

foundation start \$10,000 paid

foundation finish \$9,000 paid

It is mutually agreed that the contract price is increased/decreased by \$ _____ payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is hereby extended/reduced by 01/04/08 days.

This change order is incorporated into and governed by the above-mentioned contract and is incorporated therein.

(Contractor/Owner)

K. Karger tx B 09/04/08
(Owner/Subcontractor) (Date)



Vision Remodeling Inc.

Lic.# 859753

800-956-3220 • Fax: 818-989-3240
14416 Hamlin st. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 09/04/06

Kenneth & Thu Berger
(Name)

3705 Buckingham Road Los Angeles CA 90060
(Address) (City, State and Zip)

(Phone)

(Fax)

(Phone)

(Fax)

This contract change order modifies and amends the contract between the above named parties dated _____

* Install new foundation for the house by blue print

* Apply insulation inside the attic + in the walls inside living room + family room.

* Install new dry wall - ceiling + the right side of the living room

* Install new roof - 30 yearingles contractor choose color.

* Rewire the all house by Code.

* Install new beam at the bathroom

* Install 2 extra beam at the by floor of

* Raise existing floor at the bathroom

It is mutually agreed that the contract price is increased/decreased by \$ _____ payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is hereby extended/reduced by _____ days.

This change order is incorporated into and governed by the above-mentioned contract and is incorporated therein.

(Contractor/Owner)

(Owner/Subcontractor)

(Date)



Vision Remodeling Inc.

Lic. # 859753

800-956-3220 • Fax: 818-869-3240
14416 Hamlin st. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 10/24/06

Thy Berger (Name)
3705 Buellman Rd Los Angeles CA 90016 (Address) (City, State and Zip)

(Phone)

(Fax)

(Phone)

(Fax)

This contract change order modifies and amends the contract between the above named parties dated

Install new gas line at the house.

The Company agree to pay an additional of \$6200 to the job.

Single payment:

Final gas line \$6200

VISION REMODELING INC.

It is mutually agreed that the contract price is increased/decreased by \$ _____ payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is hereby extended/reduced by _____ days.

This change order is incorporated into and governed by the above-mentioned contract and is incorporated therein.

(Contractor/Owner)

(Owner/Subcontractor)

10/24/06

EX C



Vision Remodeling Inc.

Lic.# 859753

800-956-3220 • Fax: 818-989-3240
14416 Hamlin st. #103, Van Nuys CA 91401

CONTRACT CHANGE ORDER

PROJECT: _____ CHANGE ORDER# _____ DATE: 12/04/06

The Berger
(Name)
3705 Puckingham Rd Los Angeles CA 90008
(Address) (City, State and Zip)
(322) 605-4124 _____
(Phone) (Fax) (Phone) (Fax)

This contract change order modifies and amends the contract between the above named parties dated _____

Customer decide to go back to the original plan - by blue print
job # 2: - corner - left side before window
newly - left side of bathroom
Shower by by 6/6
Wht - right side
plumbing will be change.

The job will be delete because the change had been done.

CHANGE ORDER

It is mutually agreed that the contract price is increased/decreased by \$ _____ payable/deductible immediately upon completion of the work called for in this change order.

As a result of this change order, the time for completion of the above-mentioned contract is hereby extended/reduced by 150 days.

This change order is incorporated into and governed by the above-mentioned contract and is incorporated therein.

(Contractor/Owner) (Owner/Subcontractor) (Date)

R D

RECORDING REQUESTED BY:

2

AND WHEN RECORDED MAIL TO:

VISION REMODELING INC
(Name)
14416 Hamlin St #103
(Street Address)
VAN NUYS CA 91401
(City, State, and Zip)

06 2884962

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CALIFORNIA MECHANIC'S LIEN

The undersigned VISION REMODELING INC, claimant,

claims a Mechanic's Lien upon the following described real property:

* 3705 Buckingham Road, Los Angeles CA 90016
(Legal Address And/Or Legal Description, If Available, Where The Work Was Furnished)

The sum of \$ 36,200.00, together with interest thereon at the highest legal rate per annum from 11-28-06 is due claimant

(after deducting all just credits and offsets) for the following work, equipment, and material furnished by claimant: General construction and remodeling in the property

Claimant furnished the work and materials at the request of, or under contract with Kenneth Berger and Thu Phan Berger

The owners and reputed owners of the property is/are: * THu phan Berger and Kenneth Berger

SEE REVERSE SIDE FOR MECHANIC'S LIEN ADDITIONAL INSTRUCTIONS

Firm Name: VISION REMODELING INC
By: Asher ATIAS - president

VERIFICATION

I, the undersigned, say: I am the claimant or agent of the foregoing Mechanic's Lien claimant; I have read said claim of mechanic's Lien and know the contents thereof; the same is true of my own knowledge. I am authorized to execute this Claim of Lien.

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

Executed on 12-28-06 at VAN NUYS, California.
[Signature]

EX E



COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
P.O. BOX 53116, LOS ANGELES, CALIFORNIA 90053-0116 / (562) 462-2125

CONNOR B. McCORMACK
REGISTRAR-RECORDER/COUNTY CLERK

NOTICE OF INVOLUNTARY LIEN

California Government Code Section 27297.5 requires the County Recorder to notify persons against whom an involuntary lien has been recorded.

You are hereby notified that the enclosed document may constitute a lien against your real property.

California law provides that a lien cannot be released without a signed release from the claimant.

You may wish to contact the lien claimant or your attorney regarding this matter. This department has no involvement with the placement of the lien on your property. This is merely a notification, as required by State Law, to assure that you are aware of the lien.

- **PLEASE DO NOT TELEPHONE THE RECORDER'S OFFICE.**
- **WE HAVE NO ADDITIONAL INFORMATION REGARDING THIS MATTER.**
- **CONTACT THE PERSON CLAIMING THIS LIEN AGAINST YOU.**

01/14/05 10:00:00

This page is part of your document - DO NOT DISCARD

06 2884962

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

12/28/06 AT 03:21PM

TITLE(S) : MECHANICS LIEN



LEAD SHEET

FEE

Code 01 - 07.00
Code 20 - 02.00
Code 04 - 09.00

Code M003 - 001

D.T.T.

CODE

20

CODE

19

CODE

9

Grand Total = \$18.00

Page Count = 1

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
CHRISTOPHER J. OLSEN, SBN: 109124
LAW OFFICES OF CHRISTOPHER J. OLSEN
3075 EAST THOUSAND OAKS BOULEVARD
SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91362
 TELEPHONE NO.: (805)557-0660 FAX NO.: (805)491-8324
 ATTORNEY FOR (Name): **Plaintiffs KENNETH BERGER and THU PHAN**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: **111 NORTH HILL STREET**
 MAILING ADDRESS:
 CITY AND ZIP CODE: **LOS ANGELES, CALIFORNIA 90012**
 BRANCH NAME: **CENTRAL DISTRICT**

CASE NAME: **PHAN v. VISION REMODELING, INC., ET AL.**

FOR COURT USE ONLY

FILED
LOS ANGELES SUPERIOR COURT

JAN 28 2007

John A. Clark, Executive Officer/Clerk
 By *[Signature]* **D. Garcia**, Deputy

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

CASE NUMBER: **BC365437**

JUDGE: **BC365437**

DEPT:

Items 1-5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</p> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Type of remedies sought (check all that apply):
 a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): **7**

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-016).

Date: **January 26, 2007**
CHRISTOPHER J. OLSEN (TYPE OR PRINT NAME) *[Signature]* (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers

If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 5 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. You do not need to submit a cover sheet with amended papers. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 201.8(c) and 227 of the California Rules of Court.

To Parties in Complex Cases

In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 1800 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)-Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract *(not unlawful detainer or wrongful eviction)*
 - Contract/Warranty Breach-Seller Plaintiff *(not fraud or negligence)*
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case-Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential.)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rule 1800-1812)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
- Declaratory Relief Only
- Injunctive Relief Only *(non-harassment)*
- Mechanics Lien
- Other Commercial Complaint Case *(non-tort/non-complex)*
- Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief from Late Claim
 - Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 10 HOURS/ DAYS.

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check **one** Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (See Column C below)

- | | |
|---|--|
| 1. Class Actions must be filed in the County Courthouse, Central District. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	2.
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 2., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 2., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 4.	
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.	
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.	
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.	
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.	
Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	2., 3.	

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Unlawful Detainer

Judicial Review

SHORT TITLE: PHAN v. VISION REMODELING, INC., ET AL.		CASE NUMBER
A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach-Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input checked="" type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer - Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer - Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: PHAN v. VISION REMODELING, INC., ET AL.

CASE NUMBER

Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ / Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

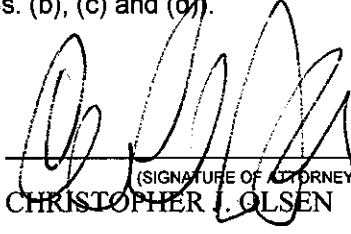
SHORT TITLE: PHAN V. VISION REMODELING, INC., ET AL.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 3705 Buckingham Road
CITY: Los Angeles	STATE: CA	ZIP CODE: 90016	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the STANLEY MOSK courthouse in the CENTRAL District of the Los Angeles Superior Court (Code of Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: January 26, 2007


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 CHRISTOPHER J. OLSEN

PLEASE HAVE THE FOLLOWING DOCUMENTS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form CIV 109, 03-04 (use latest revision)
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.