

1 JAMES G. MORRIS, State Bar #110955
BRANDON C. MURPHY, State Bar #239528
2 BAYLEIGH J. PETTIGREW, State Bar #260305
MORRIS & ASSOCIATES, Attorneys at Law
3 2312 West Victory Boulevard
Burbank, CA 91506-1227
4 Tel: (818) 524-2336; Fax: (818) 524-2337

5 Attorney for Plaintiff
ORGANIC SOIL PRODUCTS SALES CORP.
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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF CONTRA COSTA
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11	ORGANIC SOIL PRODUCTS SALES CORP.,)	CASE NO.
12	a California corporation,)	
13	Plaintiff,)	COMPLAINT FOR DAMAGES FOR
14	v.)	BREACH OF ORAL CONTRACT, FOR
15	LEAP OF FAITH FARMS, LLC; a California)	UNJUST ENRICHMENT, AND FOR
16	limited liability company; and DOES 1 through)	ACCOUNT STATED
17	10, inclusive,)	
18	Defendant.)	

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20 I
21 FIRST CAUSE OF ACTION AGAINST
22 DEFENDANTS FOR BREACH OF CONTRACT

23 1. Plaintiff, ORGANIC SOIL PRODUCTS SALES CORP. (hereinafter "OSP"),
24 is, and at all times herein mentioned was, a California corporation in good standing in the State of
25 California, with a principal place of business located at 400 North Lenore Avenue, Willits,
26 California 95490.

27 2. Defendant, LEAP OF FAITH FARMS, LLC (hereinafter "LOFF"), is, and at all
28 times herein mentioned was, a California limited liability company in good standing in the State of

1 California, with a principal place of business located at 1550 Castle Rock Road, Walnut Creek,
2 California 94598 in Contra Costa County.

3 3. The true names and capacities of Defendants sued herein as DOES 1
4 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to
5 Plaintiff at this time and said Defendants are therefore sued by such fictitious names. Plaintiff is
6 informed and believes and thereon alleges that each fictitiously named Defendant is in some
7 fashion responsible for the damages sustained by Plaintiff. Plaintiff will amend this Complaint at
8 such time as the true names and capacities of each fictitiously named Defendant have been
9 ascertained.

10 4. Plaintiff is informed and believes and thereon alleges that each Defendant
11 named herein was the agent, employee, representative, co-conspirator and/or accomplice of
12 each and every other Defendant and that each act perpetrated by each Defendant was
13 committed within the scope of that relationship of the Defendants among one another with the
14 express or implied consent of each said Defendant.

15 5. LOFF has had an ongoing agreement with OSP for regular deliveries of
16 product. Defendant accepted the delivery of product from OSP.

17 6. This contract was to be performed in Walnut Creek, California.

18 7. The Plaintiff has satisfied all the terms and conditions on its part to be
19 performed.

20 8. On or about February, 2010, Defendant breached its contract with Plaintiff
21 by failing to pay the sums it was obligated to pay, which currently total a sum of \$20,961.15. As a
22 result of Defendant's breach, Plaintiff has been proximately damaged in the sum of \$20,961.15,
23 together with interest thereon at eighteen percent (18%) per annum (1.5% per month). A true and
24 correct copy of the statement dated June 1, 2010 is attached hereto as Exhibit 1. A true and
25 correct copy of the ledger for OSP reflecting invoice charges, payments received from LOFF, and
26 balances due is attached hereto as Exhibit 2.

27 9. Demand has been made upon Defendant for the repayment of the sum, but
28 such requests have been refused, and there is now due and owing the sum of at least

1 \$20,961.15, together with interest thereon of eighteen percent (18%) per annum (1.5% per
2 month).

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4 II

5 SECOND CAUSE OF ACTION AGAINST
6 DEFENDANTS FOR UNJUST ENRICHMENT

7 10. Plaintiff hereby refers to and incorporates herein by reference Paragraphs 1
8 through 9, inclusive, of its First Cause of Action, as though set out fully herein.

9 11. Within the last two (2) years, Defendant became indebted to Plaintiff in the
10 sum of \$20,961.15 for goods received by Defendant from February 2010 through May 2010 for
11 which Defendants had agreed to pay. See Exhibit 1.

12 12. Neither the whole nor any part of the above sum has been paid; and
13 although demand has been made, there is now due and unpaid from Defendant to Plaintiff the
14 sum of \$20,961.15, together with interest at the legal rate from March 11, 2010.

15
16 III

17 THIRD CAUSE OF ACTION AGAINST
18 DEFENDANTS FOR ACCOUNTS STATED

19 13. Plaintiff hereby refers to and incorporates herein Paragraphs 1 through 12,
20 inclusive, of its First and Second Causes of Action, as though set out fully herein.

21 14. Within the last two (2) years, an account was stated in writing by and
22 between OSP and LOFF in which it was agreed that LOFF was indebted to OSP. See Exhibits
23 1-2.

24 15. Within the last two (2) years, OSP sold and delivered goods to LOFF for
25 which LOFF had promised to pay OSP the sum of \$20,961.15.

26 16. Neither the whole nor any part has been paid, and although demand has
27 been made there is now due and owing the sum of \$20,961.15, which is the reasonable value
28 remaining due and unpaid despite OSP's demand, plus prejudgment interest at the rate of

1 eighteen percent (18%) per year from March 11, 2010.

2 17. OSP is entitled to attorney fees pursuant to the agreement with LOFF.

3
4 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
5 them, as follows:

- 6 1. For damages in the sum of \$20,961.15;
- 7 2. For interest at the rate of eighteen percent (18%) per annum from March 11,
- 8 2010;
- 9 3. For costs of suit incurred herein; and
- 10 4. For such other and further relief as the Court may deem just and proper.

11
12 DATED: April _____, 2012

13 MORRIS & ASSOCIATES

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15 By: _____
16 BAYLEIGH J. PETTIGREW
17 Attorney for Plaintiff
18 ORGANIC SOIL PRODUCTS SALES
19 CORP.

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