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LEGAL HOLDERS
SB

8
9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF SACRAMENTO

11 —oOo—

12 Mark J. Bixby and MJB/Bixby Construction, Inc.

13 Plaintiff,

14 v.

15 Edward R. Brenner and Law Offices of Edward R.
16 Brenner; and DOES 1 through 100, inclusive

17 Defendant(s).

CASE NO. 04 AS 02768

Cross Complaint for Breach of Contract Quantum
Meruit and Account Stated

18 Edward R. Brenner and Law Offices of Edward R.
19 Brenner

20 Cross - Complainant,

21 v.

22 Mark J. Bixby and MJB/Bixby Construction, Inc.

23 Cross- Defendant,



I.
Breach of Contract

1
2 1. Cross Defendant, Mark J. Bixby is an individual and resident of Sacramento, County.

3 2. Cross- Defendant, MJB/Bixby Construction Company is a California Corporation, doing
4 business in Sacrament County.

5 3. Within the last four years, Cross-Defendants and Cross-Complainant entered into an agreement
6 whereby Cross-Complainant would provide legal services to Cross-Defendants.

7 4. Subsequently, in 2002 and continuing to September, 2003, Cross Complainant provided legal
8 services to Cross-Defendants pursuant to the terms earlier agreed upon, a specified hourly rate of
9 \$200.00.

10 5. Subsequently, Cross-Complainant has performed legal services for Cross-Defendants. Cross-
11 Defendant having agreed to pay, but consistently delaying payment due to an inability to pay.

12 6. Cross- Defendants have been regularly billed for services. The billing was generated through the
13 fall of 2003.

14 7. Cross-Defendants breached their agreement to pay for fees. The total amount of fees due Cross-
15 Complainant total \$52,999.

16 8. As a proximate result of Cross Defendants' breach of contract, Cross Complainant has been
17 damaged in the amount of \$52,999.

18 Wherefore, Cross Complainant prays judgement as herein after set forth.

19
20 II
Common Count
Account Stated

21 9. Cross Complainant refers and incorporates to Paragraphs 1-8 as though fully plead.

22 10. Between September 2002 and October 2003, Cross Complainant performed services for Cross
23 Defendants in various legal matters and advanced and paid out sums of money for the account and
24 benefits of Cross Defendants, all at Cross Defendants' insistence and request.

25 11. On or about September 2003 at Sacramento, California an account was stated by and between
26

1 Cross Complainant and Cross Defendant and on such statements a balance of \$52,999 was due.

2 12. There is now due and owing and unpaid the sum of \$52,999.00, together with interest thereon.

3 Wherefore, Cross Complainant requests judgement as set forth below:

4 III.
5 Common Court in
6 Quantum Meruit

7 13. Cross Complainant refers to and incorporates the allegations in Paragraph 1-5 and 10 as through
8 fully pled.

9 14. Within the last four years, and within two years of the filing of the complaint herein, for a period
10 of over eighteen months, Cross Complainant provided legal services to Cross Defendants.

11 15. Cross Defendants knew the services were provided and repeatedly promised to pay their
12 reasonable value.

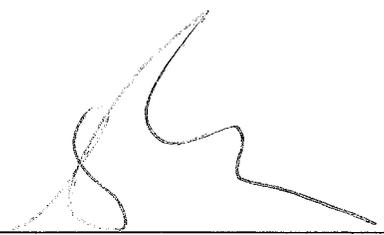
13 16. Cross Complainant had repeatedly demanded payment, and Cross Defendants have continually
14 failed to make payment.

15 17. There is \$52,999.00 outstanding representing the amount of unpaid services.

16 Wherefore, Cross Complainant requests judgement as against Cross Defendants as set forth
17 below:

- 18 1. Damages in the amount of \$52,999.00;
- 19 2. Interest thereon at the legal rate;
- 20 3. Cost of suit incurred herein;
- 21 4. Such other and further relief as the court seems proper;

22 DATED: January 27, 2005

23
24 By: 

25 Edward R. Brenner
26