

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)

Todd A. Murray (State Bar # 075364)

Law Offices of Todd A. Murray

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ATTORNEY FOR (Name) Dave Simas, dba D.B. Simas Woodworking, Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

STREET ADDRESS 720 Ninth Street

MAILING ADDRESS

CITY AND ZIP CODE Sacramento 95814

BRANCH NAME

PLAINTIFF: Dave Simas, dba D.B. Simas Woodworking

DEFENDANT: Scott Reed, individually; SRI Equipment and Design

DOES 1 TO 10

CONTRACT

COMPLAINT AMENDED COMPLAINT (Number):

CROSS-COMPLAINT AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE

Amount demanded does not exceed \$10,000

exceeds \$10,000 but does not exceed \$25,000

ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)

ACTION IS RECLASSIFIED by this amended complaint or cross-complaint

from limited to unlimited

from unlimited to limited

FOR COURT USE ONLY

FILED

Superior Court Of California, Sacramento

Dennis Jones, Executive Officer

10/27/2006

By Reed, Deputy

Case Number:

24-2006-0025499-CL-EC-001

CASE NUMBER

Department Assignments
Case Management 45
Law and Motion 53
Minors Compromise 34

1. Plaintiff* (name or names): Dave Simas, dba D.B. Simas Woodworking

alleges causes of action against defendant* (name or names). Scott Reed, individually; SRI Equipment and Design

2 This pleading, including attachments and exhibits, consists of the following number of pages: 2

3 a. Each plaintiff named above is a competent adult

except plaintiff (name):

(1) a corporation qualified to do business in California

(2) an unincorporated entity (describe):

(3) other (specify):

b. Plaintiff (name):

a has complied with the fictitious business name laws and is doing business under the fictitious name (specify):

b has complied with all licensing requirements as a licensed (specify):

c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c

4. a Each defendant named above is a natural person

except defendant (name): SRI Equipment and Design except defendant (name).

(1) a business organization, form unknown

(2) a corporation

(3) an unincorporated entity (describe):

(4) a public entity (describe):

(5) other (specify):

(1) a business organization, form unknown

(2) a corporation

(3) an unincorporated entity (describe):

(4) a public entity (describe)

(5) other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant

| | |
|--|-------------|
| SHORT TITLE Dave Simas, dba D.B. Simas Woodwroking v. Scott Reed, individually, et al. | CASE NUMBER |
|--|-------------|

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): 1-5 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): 6-10 are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

- 5 Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4

7. This court is the proper court because
- a. a defendant entered into the contract here
- b. a defendant lived here when the contract was entered into
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations.

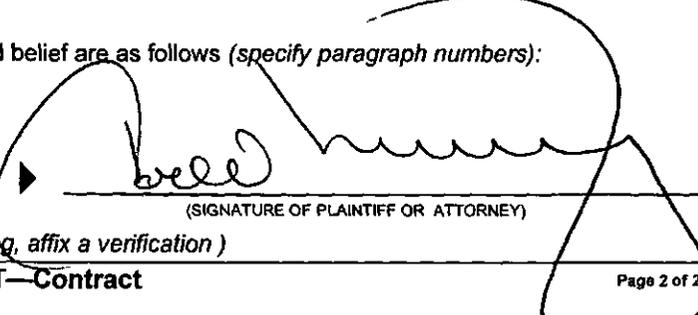
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable, and for

- a. damages of: \$ 11,475.00
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): _____ percent per year from (date):
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date. October 24, 2008

Todd A. Murray
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification)

| | |
|--|-------------|
| SHORT TITLE Dave Simas, dba D.B. Simas Woodworking v. Scott Reed, individually et al. | CASE NUMBER |
|--|-------------|

 FIRST
(number)

CAUSE OF ACTION—Breach of Contract

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff *(name)*: Dave Simas, dba D.B. Simas Woodworking

alleges that on or about *(date)* July 15, 2008

a written oral other *(specify)*:

agreement was made between *(name parties to agreement)*: Dave Simas, dba D.B. Simas Woodworking and Scott Reed, individually; SRI Equipment and Design

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows *(specify)*

BC-2 On or about *(dates)*: August 16, 2008

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts *(specify)*: Defendants failed to pay balance due upon completion of the Project, as detailed in the Contract signed by Plaintiff and Defendant.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing

BC-4 Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows *(specify)*:

Plaintiff has suffered damages in the amount of \$11,475.00 for the materials and installation.

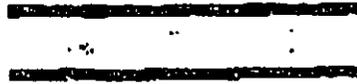
BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6 Other

EXHIBIT A



purchase ORDER

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Project:

EatzaPizza III
6023 Florin Road #6
Sac., Ca 95823

From:

SRI Equipment and Design
1670 Bell Ave.
Unit 130
Sacramento, CA 95838
Phone: (916) 649-7250
Fax: (916) 649-7256

To: D.B. SIMAS WOODWORKING
6250 WAREHOUSE AVE
SACRAMENTO, CA - 95826

Item No. 1 -

Custom Model CASEWORK

(1) 53 plus feet of solid surface Staron "Sanded Pebble Gold" buffet counter top, includes 2-3" fascia on front edge and 1.5" on back, polished to a semi-gloss finish, includes 3/4" plywood sub top and all cutouts. Includes 6 steel post supports. (2) P-Lam fascia on dye wall (customer's side) with 1/4" quirks, 32" OC. Includes post forming p-lam over 1/3" MDF panels, 53 plus feet and cashier's sales bump outs. (3) Arcade sales cabinet- single level cabinet. Includes radius design p-lam clad, tempered glass at display, slat wall back cabinet. (4) Solid surface staron "Sanded Pebble Gold" counter with web frame in 3 bathrooms. (5) 8'8" Beverage counter in p-lam with solid surface Staron "Sanded Pebble Gold" counter top. (6) Cart Storage top in Solid Surface Staron "Sanded Pebble Gold" (7) Kitchen desktop, approx 84"Wx24"D in standard P-Lam. PRICE INCLUDES: fabrication, building, delivery and full installation. All work will be performed as per plans and specifications listed on prints and approved shop drawings.

DAVID B. SIMAS - owner 7/15/08

INSTALLATION TO BE COMPLETE
BY 8/15/08

\$22,650.00

\$11,325.00

\$11,325.00

Deposit.
Balance due on completion of
job by 8/15/08