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LOS ANGELES
SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAMAGE CONSTRUCTION, INC., a
California corporation,

Plaintiff,

vs.

MEL GIBSON, an individual;

ROBYN GIBSON, an individual;

VICKI CHRISTIANSON, Trustee of the
MHK Trust, dated January 31, 2006, The
Sea Level Personal Residence Trust 1, dated
December 27, 1992, The Sea Level Personal
Residence Trust 2, dated December 27,
1992, and the H.J. Robin Trust, dated May
19, 2000;

BRUCE DAVEY, Trustee of the Palm
Canyon Personal Residence Trust 1, the
Palm Canyon Personal Residence Trust 2,
The Sea Level Personal Residence Trust 1,
dated December 27, 1992, The Sea Level
Personal Residence Trust 2, dated
December 27, 1992, and the H.J. Robin
Trust, dated May 19, 2000;

NIGEL SINCLAIR, Trustee of the Palm
Canyon Personal Residence Trust 1 and
Palm Canyon Personal Residence Trust 2,

and DOES 1 through 100, inclusive,

Defendants.

Case No. 10V00283

Assigned to the Hon. H. Jay Ford
Case Filed: September 13, 2010
Trial Date: None

**FIRST AMENDED COMPLAINT TO
FORECLOSE LIEN; BREACH OF
ORAL CONTRACT.**

FIRST AMENDED COMPLAINT TO FORECLOSE LIEN; BREACH OF ORAL CONTRACT.

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1 Plaintiff complains and alleges:

2 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 1. Plaintiff Ramage Construction, Inc., ("**Ramage Construction**" or "**Plaintiff**"
4 herein) is, and at all times relevant herein has been, a California corporation conducting business
5 as a construction company, doing business as such at [REDACTED]
6 [REDACTED] in the County of Los Angeles, State of California, and is and has been duly
7 licensed as such under the laws of the State of California at all times each of the acts hereinafter
8 mentioned was performed.

9 2. Mel Gibson and Robyn Gibson (the "**Gibsons**" or "**Defendants**" herein) are and
10 at all times relevant herein have been residents of the County of Los Angeles, State of California.

11 3. VICKI CHRISTIANSON ("**Christianson**") is and at all times relevant herein
12 has been the acting Trustee of the MHK Trust, dated January 31, 2006; The Sea Level Personal
13 Residence Trust 1, dated December 27, 1992; The Sea Level Personal Residence Trust 2, dated
14 December 27, 1992; and the H.J. Robin Trust, dated May 19, 2000;

15 4. BRUCE DAVEY ("**Davey**") is and at all times relevant herein has been the
16 acting Trustee of the Palm Canyon Personal Residence Trust 1; the Palm Canyon Personal
17 Residence Trust 2; The Sea Level Personal Residence Trust 1, dated December 27, 1992; The
18 Sea Level Personal Residence Trust 2, dated December 27, 1992; and the H.J. Robin Trust, dated
19 May 19, 2000;

20 5. NIGEL SINCLAIR ("**Sinclair**") is and at all times relevant herein has been the
21 acting Trustee of the Palm Canyon Personal Residence Trust 1; and Palm Canyon Personal
22 Residence Trust 2,

23 6. Plaintiff is unaware of the names and capacities of the defendants
24 sued herein as Does 1 through 100, inclusive, and therefore sues those defendants by such
25 fictitious names. Plaintiff will amend this complaint when the true names and capacities of such
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1 fictitiously named defendants are ascertained. Plaintiff is informed and believes and therefore
2 alleges that these fictitiously named defendants claim an interest in the Property hereinafter
3 described, and which is the subject of this action, or are somehow responsible for the acts and
4 omissions herein alleged.

5 7. Plaintiff is informed and believes and therefore alleges that each
6 defendant, whether specifically or fictitiously named, is the principal or agent or employer or
7 employee of each of the remaining defendants and that in committing the acts or omissions herein
8 alleged, was acting within the course and scope of such relationship.

9 8. The Gibsons were at all times in this complaint mentioned, and now are the
10 owners or reputed owners of all those parcels of real property situated in the County of Los
11 Angeles, State of California, and described as follows:

12 [REDACTED]
13 per attached Exhibit A.

14 [REDACTED]
15 attached Exhibit B.

16 [REDACTED] with legal description
17 per attached Exhibit C.

18 9. On or about December 1, 2008, August 25, 2008, and December 7, 2009
19 (collectively, the "Commencement Dates"), at Los Angeles, California Plaintiff and the Gibsons
20 entered into oral agreements whereby Plaintiff agreed to undertake construction work for the
21 Gibsons on Parcel 1, Parcel 2 and Parcel 3, respectively (collectively, the "Improvements"), and
22 to furnish and provide all of the necessary labor and materials therefor, including tools,
23 implements, and appliances to be used in said building and the construction therefor, in
24 accordance with certain plans and specifications, and the Gibsons agreed to pay Plaintiff therefor
25 in the amount of the labor and materials incurred to construct the Improvements plus fifteen
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1 percent (15%) of the amount of such labor and materials.

2 10. Thereafter, and from time to time during the course of construction, between the
3 Commencement Dates and May 14, 2010, the Gibsons required Plaintiff to depart in many
4 respects from the original plans and specifications provided to Plaintiff for the construction of the
5 Improvements and ordered various changes therein and additions thereto, and required extra labor
6 and materials to be furnished by Plaintiff, and which were actually used in the construction of the
7 Improvements, whereby the cost of the Improvements was increased. All of such additional work
8 and materials were furnished and supplied by the Plaintiff at the special instance and request of the
9 Gibsons. In each instance, before Plaintiff furnished said additional work, it was orally agreed by
10 and between Plaintiff and the Gibsons that the Gibsons would reimburse and pay Plaintiff for the
11 cost of such additional work and materials, plus fifteen percent (15%) of the amount of such labor
12 and materials.

13 **FIRST CAUSE OF ACTION**

14 **(Foreclosure of Mechanic's Lien re Parcel 1 Against All Defendants)**

15 11. Plaintiff incorporates by reference paragraphs 1 through 10, inclusive, of this
16 complaint.

17 12. Plaintiff duly completed the construction of the Improvements under the original
18 agreement and such subsequent agreements with until the Gibsons breached their agreement with
19 Plaintiff by failing to pay Plaintiff \$706.45 with respect to the work performed on Parcel 1 as of
20 May 14, 2010. All of said materials and labor furnished by Plaintiff as aforesaid were furnished to
21 be used and the same were actually used in said work of Improvement on Parcel 1..

22 13. The agreed price and reasonable value of the services performed by the Plaintiff
23 for the Gibsons and the labor and materials furnished by Plaintiff to the Gibsons was and is the
24 cost of the labor and materials plus fifteen percent (15%) of the cost of the labor and materials;
25 there has been \$55,656.36 credited on the sum of \$56,362.81 payable for the work performed on
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27 **FIRST AMENDED COMPLAINT TO FORECLOSE LIEN; BREACH OF ORAL CONTRACT.**

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1 Parcel 1. There is now due and owing to Plaintiff the sum of \$706.45 on account of the work
2 done on Parcel 1 in lawful money of the United States after deducting all just credits and offsets,
3 and the same has not been paid.

4 14. The whole of the land described in paragraph 8 above, upon which the
5 Improvements are located is necessary and required for the convenient use and occupation of such
6 Improvements.

7 15. On June 15, 2010, Plaintiff's verified notices and claims of lien were duly recorded
8 as Instrument Numbers 20100812413 (as to Parcel 1), 20100812412 (as to Parcel 2), and
9 20100812415 (as to Parcel 3) in the Official Records of the County of Los Angeles, containing a
10 statement of Plaintiff's demand after deducting all just credits and offsets, the names of the
11 owners or reputed owners of the Property and the names of the persons to and for whom Plaintiff
12 to furnish said services, labor and materials, together with a general statement of the kind of labor
13 done and materials furnished by the Plaintiff, the names of the persons by whom the Plaintiff was
14 employed and to and for whom the Plaintiff furnished said labor and materials, and a description
15 of the Property sought to be charged with said liens sufficient for identification, which said notice
16 and claim of lien was filed for the record under and by virtue of the provisions of Division Three,
17 Title fifteen of the state Civil Code of the State of California. Copies of the instruments Plaintiff
18 recorded are attached hereto as Exhibit D and incorporated herein by reference.

19 16. No notice of completion of said work of Improvement and/or any cessation of
20 labor thereon was ever filed in the office of the County Recorder of the County of Los Angeles,
21 State of California, and at the time of the filing of Plaintiff's notice and claim of lien for record as
22 aforesaid, ninety (90) days had not elapsed or expired since the completion of said work of
23 Improvement or any cessation of labor thereon.

24 17. The Gibsons and Doe 1 to Doe 50, inclusive, have or have claimed to have some
25 estate, lien, right, title or interest in or upon the Property and the Improvements, or some part
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1 thereof, which said claim and claims and all such claims or liens are subject, subject and
2 subordinate to the lien of Plaintiff described herein.

3 SECOND CAUSE OF ACTION

4 (Foreclosure of Mechanic's Lien re Parcel 2 Against All Defendants)

5 18. Plaintiff incorporates by reference paragraphs 1 through 17, inclusive, of this
6 complaint.

7 19. Plaintiff duly completed the construction of the Improvements under the original
8 agreement and such subsequent agreements with until the Gibsons breached their agreement with
9 Plaintiff by failing to pay Plaintiff \$5,924.61 with respect to the work performed on Parcel 2 as of
10 May 14, 2010. All of said materials and labor furnished by Plaintiff as aforesaid were furnished to
11 be used and the same were actually used in said work of Improvement on Parcel 2.

12 20. The agreed price and reasonable value of the services performed by the Plaintiff
13 for the Gibsons and the labor and materials furnished by Plaintiff to the Gibsons was and is the
14 cost of the labor and materials plus fifteen percent (15%) of the cost of the labor and materials;
15 there has been \$1,256,763.94 credited on the sum of \$1,262,688.55 payable for the work
16 performed on Parcel 2. There is now due and owing to Plaintiff the sum of \$5,924.61 on account
17 of the work done on Parcel 2 in lawful money of the United States after deducting all just credits
18 and offsets, and the same has not been paid.

19 21. The whole of the land described in paragraph 8 above, upon which the
20 Improvements are located is necessary and required for the convenient use and occupation of such
21 Improvements.

22 22. On June 15, 2010, Plaintiff's verified notices and claims of lien were duly recorded
23 as Instrument Numbers 20100812413 (as to Parcel 1), 20100812412 (as to Parcel 2), and
24 20100812415 (as to Parcel 3) in the Official Records of the County of Los Angeles, containing a
25 statement of Plaintiff's demand after deducting all just credits and offsets, the names of the
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1 owners or reputed owners of the Property and the names of the persons to and for whom Plaintiff
2 to furnish said services, labor and materials, together with a general statement of the kind of labor
3 done and materials furnished by the Plaintiff, the names of the persons by whom the Plaintiff was
4 employed and to and for whom the Plaintiff furnished said labor and materials, and a description
5 of the Property sought to be charged with said liens sufficient for identification, which said notice
6 and claim of lien was filed for the record under and by virtue of the provisions of Division Three,
7 Title fifteen of the state Civil Code of the State of California. Copies of the instruments Plaintiff
8 recorded are attached hereto as Exhibit D and incorporated herein by reference.

9 23. No notice of completion of said work of Improvement and/or any cessation of
10 labor thereon was ever filed in the office of the County Recorder of the County of Los Angeles,
11 State of California, and at the time of the filing of Plaintiff's notice and claim of lien for record as
12 aforesaid, ninety (90) days had not elapsed or expired since the completion of said work of
13 Improvement or any cessation of labor thereon.

14 24. The Gibsons and Doe 1 to Doe 50, inclusive, have or have claimed to have some
15 estate, lien, right, title or interest in or upon the Property and the Improvements, or some part
16 thereof, which said claim and claims and all such claims or liens are subject, subject and
17 subordinate to the lien of Plaintiff described herein.

18 **THIRD CAUSE OF ACTION**

19 **(For Foreclosure of Mechanics' Lien re Parcel 3 Against All Defendants)**

20 25. Plaintiff incorporates by reference paragraphs 1 through 24, inclusive, of this
21 complaint.

22 26. Plaintiff duly completed the construction of the Improvements under the original
23 agreement and such subsequent agreements with until the Gibsons breached their agreement with
24 Plaintiff by failing to pay Plaintiff \$5,820.74 with respect to the work performed on Parcel 3 as of
25 May 14, 2010. All of said materials and labor furnished by Plaintiff as aforesaid were furnished to
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27 **FIRST AMENDED COMPLAINT TO FORECLOSE LIEN; BREACH OF ORAL CONTRACT.**

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1 be used and the same were actually used in said work of Improvement on Parcel 3.

2 27. The agreed price and reasonable value of the services performed by the Plaintiff
3 for the Gibsons and the labor and materials furnished by Plaintiff to the Gibsons was and is the
4 cost of the labor and materials plus fifteen percent (15%) of the cost of the labor and materials;
5 there has been \$94,699.00 credited on the sum of \$100,719.74 payable for the work performed
6 on Parcel 3. There is now due and owing to Plaintiff the sum of \$5,820.74 on account of the
7 work done on Parcel 3 in lawful money of the United States after deducting all just credits and
8 offsets, and the same has not been paid.

9 28. The whole of the land described in paragraph 8 above, upon which the
10 Improvements are located is necessary and required for the convenient use and occupation of such
11 Improvements.

12 29. On June 15, 2010, Plaintiff's verified notices and claims of lien were duly recorded
13 as Instrument Numbers 20100812413 (as to Parcel 1), 20100812412 (as to Parcel 2), and
14 20100812415 (as to Parcel 3) in the Official Records of the County of Los Angeles, containing a
15 statement of Plaintiff's demand after deducting all just credits and offsets, the names of the
16 owners or reputed owners of the Property and the names of the persons to and for whom Plaintiff
17 to furnish said services, labor and materials, together with a general statement of the kind of labor
18 done and materials furnished by the Plaintiff, the names of the persons by whom the Plaintiff was
19 employed and to and for whom the Plaintiff furnished said labor and materials, and a description
20 of the Property sought to be charged with said liens sufficient for identification, which said notice
21 and claim of lien was filed for the record under and by virtue of the provisions of Division Three,
22 Title fifteen of the state Civil Code of the State of California. Copies of the instruments Plaintiff
23 recorded are attached hereto as Exhibit D and incorporated herein by reference.

24 30. No notice of completion of said work of Improvement and/or any cessation of
25 labor thereon was ever filed in the office of the County Recorder of the County of Los Angeles,

1 State of California, and at the time of the filing of Plaintiff's notice and claim of lien for record as
2 aforesaid, ninety (90) days had not elapsed or expired since the completion of said work of
3 Improvement or any cessation of labor thereon.

4 31. The Gibsons and Doe 1 to Doe 50, inclusive, have or have claimed to have some
5 estate, lien, right, title or interest in or upon the Property and the Improvements, or some part
6 thereof, which said claim and claims and all such claims or liens are subject, subject and
7 subordinate to the lien of Plaintiff described herein.

8 **THIRD CAUSE OF ACTION**

9 **(For Breach of Oral Contract re Parcel 1 Against All Defendants)**

10 32. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive, of this
11 complaint.

12 33. On or about December 1, 2008 (the "Parcel 1 Commencement Date") at Los
13 Angeles, California Plaintiff and the Gibsons entered into an oral agreement whereby Plaintiff
14 agreed to undertake construction work for the Gibsons on Parcel 1 and to provide construction
15 services to defendants and defendants agreed to pay Plaintiff for those services as herein alleged.

16 34. On or about May 14, 2010, defendants breached the oral agreement by failing to
17 pay Plaintiff \$706.45 due on account of the oral agreement regarding Parcel 1.

18 35. Plaintiff has performed all obligations required of it under the terms of the oral
19 agreement regarding Parcel 1 except those waived or excused.

20 36. As a direct and proximate result of defendants' breaches as herein alleged,
21 Plaintiff has been damaged in an amount according to proof.

22 **FIFTH CAUSE OF ACTION**

23 **(For Breach of Oral Contract re Parcel 2)**

24 37. Plaintiff incorporates by reference paragraphs 1 through 36, inclusive, of this
25 complaint.

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27 **FIRST AMENDED COMPLAINT TO FORECLOSE LIEN; BREACH OF ORAL CONTRACT.**

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1 and severally, as follows:

2 On the First Cause of Action:

3 1. For \$706.45 plus pre-judgment interest thereon at the annual rate of ten percent (10%);
4 2. For a judicial declaration that Plaintiff has a lien on Parcel 1 in the sum of \$706.45, plus
5 prejudgment interest at the annual rate of ten percent (10%) and Plaintiff's costs; and that said
6 amounts be adjudged to be a lien on the Improvements and all of the land described in this
7 complaint as Parcel 1, and that Parcel 1 be adjudged and decreed to be sold by the Sheriff of the
8 County of Los Angeles, according to law and the practice of this court and that the proceeds of
9 said sale be applied to satisfy the costs of sale and the costs of these proceedings and Plaintiff's
10 claim, as described above; and that if the proceeds of said sale be insufficient to satisfy the sums
11 due to the Plaintiff as described above, then Plaintiff shall have judgment and execution against
12 the Defendant for any deficiency which may arise after said application of proceeds, and that the
13 interests of the Defendant in and to said land be adjudged and decreed subsequent and subject to
14 Plaintiff's lien; that the equity of redemption of each and every Defendant be forever barred and
15 foreclosed; that Plaintiff or any party to this action may become a purchaser at such date;

16 On the Second Cause of Action:

17 3. For \$5,924.61 plus pre-judgment interest thereon at the annual rate of ten percent
18 (10%);
19 4. For a judicial declaration that Plaintiff has a lien on Parcel 2 in the sum of \$5,924.61,
20 plus prejudgment interest at the annual rate of ten percent (10%) and Plaintiff's costs; and that
21 said amounts be adjudged to be a lien on the Improvements and all of the land described in this
22 complaint as Parcel 2, and that Parcel 2 be adjudged and decreed to be sold by the Sheriff of the
23 County of Los Angeles, according to law and the practice of this court and that the proceeds of
24 said sale be applied to satisfy the costs of sale and the costs of these proceedings and Plaintiff's
25 claim, as described above; and that if the proceeds of said sale be insufficient to satisfy the sums
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1 due to the Plaintiff as described above, then Plaintiff shall have judgment and execution against
2 the Defendant for any deficiency which may arise after said application of proceeds, and that the
3 interests of the Defendant in and to said land be adjudged and decreed subsequent and subject to
4 Plaintiff's lien; that the equity of redemption of each and every Defendant be forever barred and
5 foreclosed; that Plaintiff or any party to this action may become a purchaser at such date;

6 On the Third Cause of Action:

7 5. For \$5,820.74 plus pre-judgment interest thereon at the annual rate of ten percent
8 (10%);

9 6. For a judicial declaration that Plaintiff has a lien on Parcel 3 in the sum of \$5,820.74,
10 plus prejudgment interest at the annual rate of ten percent (10%) and Plaintiff's costs; and that
11 said amounts be adjudged to be a lien on the Improvements and all of the land described in this
12 complaint as Parcel 3, and that Parcel 3 be adjudged and decreed to be sold by the Sheriff of the
13 County of Los Angeles, according to law and the practice of this court and that the proceeds of
14 said sale be applied to satisfy the costs of sale and the costs of these proceedings and Plaintiff's
15 claim, as described above; and that if the proceeds of said sale be insufficient to satisfy the sums
16 due to the Plaintiff as described above, then Plaintiff shall have judgment and execution against
17 the Defendant for any deficiency which may arise after said application of proceeds, and that the
18 interests of the Defendant in and to said land be adjudged and decreed subsequent and subject to
19 Plaintiff's lien; that the equity of redemption of each and every Defendant be forever barred and
20 foreclosed; that Plaintiff or any party to this action may become a purchaser at such date;

21 On the Fourth Cause of Action:

22 7. For \$706.45 plus pre-judgment interest thereon at the annual rate of ten percent
23 (10%);

24 On the Fifth Cause of Action;

25 8. For \$5,924.61 plus pre-judgment interest thereon at the annual rate of ten percent
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27 **FIRST AMENDED COMPLAINT TO FORECLOSE LIEN; BREACH OF ORAL CONTRACT.**

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1 (10%);

2 On the Sixth Cause of Action:

3 9. For \$5,820.74 plus pre-judgment interest thereon at the annual rate of ten percent

4 (10%);

5 On all Causes of Action:

6 10. For costs of suit herein;

7 11. For such other and further relief that the Court deems just and proper.

8 Dated: September 16, 2010

FELDSTED & SCOLNEY
PETER N. SCOLNEY, of Counsel
JOHN F. FELDSTED

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By John F. Feldsted
John F. Feldsted
Attorneys for Plaintiff
Ramage Construction, Inc.

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