

OCT 14 2020

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7 File #: 4847177

8
9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF VENTURA
10 UNLIMITED CIVIL CASE
11

12 Falls Lake Fire & Casualty Company)

CASE NO:

13)
14)
15 Plaintiff,)

COMPLAINT FOR INSURANCE
PREMIUM:

16 vs.)

- 1. FOR GOODS AND SERVICES
SOLD AND DELIVERED
- 2. ACCOUNT STATED
- 3. OPEN BOOK ACCOUNT
- 4. BREACH OF CONTRACT

17 A&R Carpet Care and Professional Cleaning)
18 Services, a California Corporation aka A & R)
19 Carpet Care)
and DOES 1 through 50, inclusive,)

PRINCIPAL AMOUNT EXCEEDS
\$25,000.00

20)
21 Defendants.)

22 COMPLAINT FOR MONEY: \$27,664.22

23 Plaintiff complains and alleges as follows:

24 **FIRST CAUSE OF ACTION**

25 **FOR GOODS AND SERVICES SOLD AND DELIVERED**

26 **AGAINST ALL DEFENDANTS**

- 27 1. (a) Plaintiff is now and at all times mentioned herein, was and is a California
28

1 limited liability company qualified to do business and is now doing business within the
2 jurisdictional boundaries of the above-entitled Court.

3 1. (b) At all times mentioned herein, Atlas General Insurance Services, LLC
4 (“Atlas”) acted as the billing agent for Plaintiff. Atlas was and has been authorized to assist in
5 the collection of all sums due and owing by Defendants, and each of them, under the insurance
6 policy in question issued by Plaintiff.

7 2. The true names and capacities, whether individual, corporate, associate or
8 otherwise, of Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore
9 sues said Defendants, and each of them, by such fictitious names, and Plaintiff will seek leave of
10 Court to amend this Complaint to allege such true names and capacities when ascertained.

11 3 Plaintiff is informed and believes, and based upon such information and belief
12 alleges that each of the Defendants named in the caption of this Complaint, which caption is
13 incorporated herein by reference, was an agent and employee or alter-ego of each of the other
14 remaining Defendants and was, at all times, acting within the course and scope of such agency
15 and employment.

16 4. The within action is not subject to the provisions of Section 2981, et seq., (Reese-
17 Levering Act) and Section 1801, et seq., (Unruh Act) of the Civil Code of the State of California.

18 5. At all times pertinent to this action, Plaintiff had, and now has, all licenses and
19 has complied with all governmental regulations prerequisite to the establishment and
20 enforcement of the herein described claim.

21 6. The obligation hereinafter mentioned was entered into and incurred by the
22 Defendants, and each of them, within the jurisdictional limits of the above-captioned Court,
23 which Court is the proper place of the trial of this action.

24 7. Plaintiff is informed and believes, and based on said information and belief
25 alleges that at all times mentioned, Defendant:

26 7. (a) A&R Carpet Care and Professional Cleaning Services, a California
27 Corporation aka A & R Carpet Care (hereinafter referred to as "Corporation"), is and was doing
28 business within the jurisdictional limits of the above-entitled Court.

1 policy period March 1, 2017 through March 1, 2018 (hereinafter referred to as "Policy Period")
2 whereby Plaintiff agreed to provide and Defendants, and each of them, agreed to pay for the
3 insurance coverage provided by Plaintiff (hereinafter referred to as "Agreement"). Attached
4 hereto, marked as Exhibit "1" and incorporated herein by reference is a true copy of the
5 Information Page reflecting the insurance issued in favor of Defendants and each of them.

6 18. Plaintiff and Plaintiff have performed all the conditions, promises, and covenants
7 on their part to be performed in accordance with the terms of the Agreement, or have been
8 excused from full performance by the acts of Defendants, and each of them.

9 19. On or about October 1, 2018, Defendants, and each of them, defaulted in their
10 payments due under the Agreement. Despite demand, Defendants, and each of them, have
11 refused and continue to refuse to pay the sum due, and the sum of \$27,664.22 together with
12 interest thereon at the maximum rate allowed by law per annum from October 1, 2018 plus costs
13 as permitted by law, is due and payable from Defendants, and each of them.

14 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
15 follows:

16 **ON ALL CAUSES OF ACTION**

- 17 1. For the sum of \$27,664.22 together with interest thereon at the maximum rate per
18 annum from October 1, 2018.
- 19 2. For costs of suit incurred herein; and
- 20 3. For such other and further relief as the Court deems just and proper.

21
22 Date: October 9, 2020

HATKOFF & MINASSIAN
A LAW CORPORATION

23
24 By: 
25 Natalia A. Minassian
26 Attorneys for Plaintiff
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28

INFORMATION PAGE

Falls Lake Fire & Casualty Company

Policy No. FLA004325-00

Insurer ID No(s). 15884

Prior Policy No. _____

1. Named Insured: A & R Carpet Care and Professional Cleaning Serv

Mailing Address: 4505 Industrial St, Ste A1
Simi Valley, CA 93063

Individual LLC
 Corporation LLP
 Partnership Other:

Email Address: russ@arcarpetcare.com

FEIN:
Intra/Interstate Risk ID No. 3451238

Other workplaces not shown above: See Schedule of Locations

2. The policy period is from 03-01-2017 to 03-01-2018 12:01 A.M. standard time at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	<u>\$1,000,000</u>	each accident
Bodily Injury by Disease	<u>\$1,000,000</u>	policy limit
Bodily Injury by Disease	<u>\$1,000,000</u>	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
NONE

D. This policy includes these endorsements and schedules:
See Scheduled of Forms

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Code No.	Classifications	Premium Basis Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See Schedule of Classifications

Experience Modification: .84 Total Estimated Annual Premium: \$16,398

Minimum Premium: \$750 Deposit Premium: \$300

Premium Adjustment Period: _____ Countersigned By: _____

Servicing/Issuing Office: Atlas General Insurance Services
4365 Executive Drive, Suite 400
San Diego, CA 92121

Date: 3/3/2017

EXTENSION OF INFORMATION PAGE

Classifications

Item 4

Policy No. FLA004325-00

CLASSIFICATION OF OPERATIONS

	Estimated Remuneration	Rate Per \$100	Estimated Premium
CALIFORNIA TOTAL			
Rating Period 03-01-2017 through 03-01-2018			
Location 1			
9096 Residential Cleaning Services - By Contractors.	\$32,400	30.81	\$9,982
2584 Carpet	\$77,250	16.45	\$12,708
8810 Clerical Office Employees - N.O.C.	\$32,400	0.71	\$230
Location 1 Total			\$22,920
0 Employers Liability Limits		1.000	\$
9898 Experience Modifier		.84	-\$3,667
9887 Schedule Modification		.90	-\$1,925
Rating Period 03-01-2017 through 03-01-2018			
0063 Premium Discount		0.9224	-\$1,344
0900 Expense Constant			\$300
9741 Catastrophe Premium		0.04	\$57
9740 Terrorism Risk Insurance Act Premium		0.04	\$57
9999 California Insurance Guarantee Association (CIGA)		0.02	\$328
9999 Workers Comp. Admin. Revolving Fund Assessment (WCARF)		0.003128	\$51
9999 Workers Comp. Fraud Account Assessment (FRAUD)		0.001675	\$27
9999 Uninsured Employers Benefits Trust Fund Assessment (UEBT)		0.000721	\$12
9999 Subsequent Injures Benefits Trust Fund Assessment (SIBT)		0.001335	\$22
9999 Occupational Safety and Health Fund Assessment (OSHF)		0.002305	\$38
9999 Labor Enforcement & Compliance Fund (LECF)		0.001918	\$31
Policy Fee			\$
Rating Period Total			\$16,907
CALIFORNIA TOTAL			\$16,907
POLICY TOTAL			\$16,907

EXTENSION OF INFORMATION PAGE

Schedule of Named Insured

Item 1

Policy No. FLA004325-00

Named Insured

FEIN

A & R Carpet Care and Professional Cleaning Serv