

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address)
 David J. Follin, Esq. 57021
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 ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY

RECEIVED FOR SCANNING
 VENTURA SUPERIOR COURT

OCT 15 2020

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Ventura
 STREET ADDRESS: 800 S. Victoria Ave.
 MAILING ADDRESS
 CITY AND ZIP CODE: Ventura, CA 93009
 BRANCH NAME: Ventura Main

PLAINTIFF: Abel Juarez DBA Ray Donuts & Bakery
 DEFENDANT: Arturo Pantoja Ruiz aka Arturo Ruiz Pantoja
 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

CASE NUMBER:

1. Plaintiff* (name or names): Abel Juarez DBA Ray Donuts & Bakery
 alleges causes of action against defendant* (name or names): Arturo Pantoja Ruiz aka Arturo Ruiz Pantoja

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

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): Abel Juarez dba Ray Donuts & Bakery
 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): except defendant (name):
 (1) a business organization, form unknown (1) a business organization, form unknown
 (2) a corporation (2) a corporation
 (3) an unincorporated entity (describe): (3) an unincorporated entity (describe):
 (4) a public entity (describe): (4) a public entity (describe):
 (5) other (specify): (5) other (specify):

5-11-20

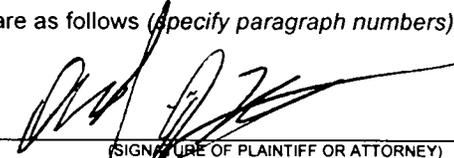
*If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE: Juarez v. Pantoja	CASE NUMBER:
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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: \$ 58,000
- 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: 10/14/20

David J. Follin, Esq.
(TYPE OR PRINT NAME)


(SIGNATURE OF PLAINTIFF OR ATTORNEY)

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

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1 (number) CAUSE OF ACTION-Common Counts

ATTACHMENT TO Complaint Cross-Complaint

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

CC-1. Plaintiff (name): Abel Juarez DBA Ray Donuts & Bakery

alleges that defendant (name): Arturo Pantoja Ruiz aka Arturo Ruiz Pantoja

became indebted to plaintiff other (name):

- a. within the last four years
 - (1) on an open book account for money due.
 - (2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.
- b. within the last two years four years
 - (1) for money had and received by defendant for the use and benefit of plaintiff.
 - (2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.
 - the sum of \$
 - the reasonable value.
 - (3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff
 - the sum of \$ 58,000
 - the reasonable value.
 - (4) for money lent by plaintiff to defendant at defendant's request.
 - (5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.
 - (6) other (specify):

CC-2. \$ 58,000, which is the reasonable value, is due and unpaid despite plaintiff's demand, plus prejudgment interest according to proof at the rate of _____ percent per year from (date): 4/15/2018

CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.

CC-4. Other:

SHORT TITLE:

Juarez v. Pantoja

NUMBER

2
(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): Abel Juarez DBA Rey Donuts & Bakery

alleges that on or about (date): April 15, 2018

a written oral other (specify):

agreement was made between (name parties to agreement): Arturo Pantoja Ruiz aka Arturo Ruiz Pantoja; Jose Rosas et al

 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):

Mr. Juarez sold his bakery to defendant for \$70,000.00. He was paid \$10,000.00 on October 4, 2018 and \$2,000.00 on November 4, 2018 which left a balance of \$58,000.00. He was to be paid \$3,000.00 on the third day of every month until the balance was paid. Plaintiff has received no further payments.

BC-2. On or about (dates): October 31, 2018

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify):

On October 31, 2018 Defendant Arturo Pantoja Ruiz aka Arturo Ruiz Pantoja and Erik Ruiz (Defendant's son) sold the business and inventory to Jose and Ascencion Rosas. The transfer did not provide for payment to Plaintiff.

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):

From the sale of the business Plaintiff only received \$12,000.00. The contract has been breached by Defendant Ruiz Pantoja not fulfilling the terms of payment to Plaintiff.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ according to proof.BC-6. Other:

Page _____

Page 1 of 1

BILL OF SALE

ABEL JUAREZ (the "Seller"), of 1793 Sixth St, Port Hueneme, CA 93041, does hereby sell, assign and transfer to ARTURO PANTOJA RUIZ (the "Buyer"), of 934 Wolff St, Oxnard, California 93033, the following property.

PROPERTY: RAY'S DONUTS, a business which includes inventory plus all equipment in the attached list.

AMOUNT: \$70,000.00

The form of payment will be \$10,000.00 paid on 04/16/218 and 20 payments in the amount \$3000.00 per month on the 3rd day of each month beginning on 06/03/2018 for a TOTAL AMOUNT OF \$70,000.00.

The Seller warrants that the property is being transferred to the Buyer free and clear of any liens and encumbrances.

The above property is sold on an "AS IS" basis. The Seller makes no warranties, express or implied (except as specifically stated in this document).

If the Buyer defaults on the payments, the Seller would take over Ray's Donuts and all its assets.

This transfer is effective as of April 15, 2018.

The property is now located at 3734 Saviers Rd, Oxnard, California 93030, and all of such property is in the possession of ABEL JUAREZ.

SELLER:



ABEL JUAREZ

BUYER:



ARTURO PANTOJA RUIZ

**ASSIGNMENT AND ASSUMPTION OF LEASE
AND CONSENT OF LESSOR**

ASSIGNMENT OF LEASE

For and in consideration the receipt and adequacy of which are hereby acknowledged Erik Ruiz & Arturo Ruiz
ASSIGNOR hereby assigns and transfers to Jose Rosas & Ascencion Rosas ASSIGNEE
ASSIGNOR's right title and interest in and to that certain Lease dated July 24, 2018
ASSIGNOR and Reun being Park as Lessor covering the premises
located at 3736 S. Saviers Rd
situated as more fully described in such Lease. This Assignment shall be effective October 31, 2018

ASSIGNOR hereby transfers to ASSIGNEE all of ASSIGNOR's interest in and to any security or other document or instrument under the terms of such Lease

October 31, 2018

Erik Ruiz & Arturo Ruiz

By _____
Name Printed Erik Ruiz
Title _____

By _____
Name Printed Arturo Ruiz
Title _____

Assignor

and the Premises and reviewed the Lease and Assignee hereby accepts the terms and conditions thereof and agrees to be bound by and perform all obligations of the Lessee pursuant to the Lease and to be bound by all of the terms, provisions, covenants and conditions of the Lease.

Jose Rosas & Ascencion Rosas
Jose Rosas & Ascencion Rosas

By Jose Rosas
Name Printed Jose Rosas
Title _____

By Ascencion Rosas
Name Printed Ascencion Rosas

Assignee

If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.

30. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.

31. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

32. Time is of the essence in this Agreement.

33. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF the parties have executed this Purchase Agreement on this 19th day of October, 2018.

(Witness)

Erik Ruiz (Seller)

(Witness)

Arturo Ruiz (Seller)

collectively and individually
(the 'Seller')

Alejos Rosas Perez (Buyer)

(Buyer)