

OCT 15 2020

1 Michael S. Martin, SBN 237207  
Cari Ann Potts, SBN 267408  
2 Myers, Widders, Gibson, Jones & Feingold, LLP  
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3 Ventura, CA 93003  
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capotts@mwgjlaw.com  
6

7 Attorneys for Plaintiff  
Senna Tree Company, a California corporation

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **IN AND FOR COUNTY OF VENTURA**

10  
11 SENNA TREE COMPANY, a California  
corporation,

12 Plaintiff,

13 vs.

14 10701 BELLAGIO ROAD LLC, a California  
15 limited liability company; NLF NIAMI; and  
DOES 1 through 20, inclusive,

16 Defendants.  
17

CASE NO.

(UNLIMITED JURISDICTION)

COMPLAINT FOR:

- 1. BREACH OF CONTRACT,
- 2. AGREED PRICE,
- 3. REASONABLE PRICE,
- 4. BOOK ACCOUNT, and
- 5. PERSONAL GUARANTEE

18  
19 Senna Tree Company, a California corporation ("Plaintiff"), as and for a complaint against  
20 defendants, and each of them, alleges:

21 **GENERAL ALLEGATIONS**

22 1. Plaintiff is, and at all times relevant to this action was, a contractor duly licensed under  
23 the laws of California and a corporation duly organized and existing under and by virtue of the laws of  
24 California and is and was qualified to do business in California with its principal place of business in  
25 Los Angeles County.

26 2. Plaintiff has, and at all times relevant to this action had, complied with all licensing  
27 requirements as a licensed contractor.  
28

MYERS, WIDDERS, GIBSON, JONES & FEINGOLD, L.L.P.

JF



1 “Underlying Services”). A copy of the Contract is attached to this complaint as Exhibit B and  
2 incorporated by reference.

3 10. On or about the following dates in Los Angeles County, California Plaintiff and  
4 Bellagio entered into separate change orders to the Contract (individually referred to as “Change  
5 Order” and collectively as “Change Orders”) under which Bellagio agreed to purchase the following  
6 additional services from Plaintiff at the following prices:

7 a. September 7, 2017, 2 bamboo trees cut into pieces and additional ficus (the “Change  
8 Order 1 Services”), for a price of \$18,075 (“Change Order 1”). A copy of Change  
9 Order 1 is attached to this complaint as Exhibit C and incorporated by reference.

10 b. October 4, 2017, boxed *bambousa oldhamii* (the “Change Order 2 Services”); for a  
11 price of \$5,283 (“Change Order 2”). A copy of Change Order 2 is attached to this  
12 complaint as Exhibit D and incorporated by reference.

13 c. April 6, 2018, 60” *cupaniopsis anacardioides* plus setting tree with 60-ton crane and  
14 related expenses (the “Change Order 3 Services”), for a price of \$15,810.84 (“Change  
15 Order 3”). A copy of Change Order 3 is attached to this complaint as Exhibit E and  
16 incorporated by reference. The Underlying Contract and Change Order 1, Change  
17 Order 2, and Change Order 3 are collectively referred to in this complaint as the  
18 “Contract.” The Underlying Services, the Change Order 1 Services, the Change Order  
19 2 Services, and the Change Order 3 Services are collectively referred to in this  
20 Complaint as the “Services.”

21 11. Plaintiff provided the Services and fully performed all conditions, covenants, and  
22 promises required on its part to be performed in accordance with the terms and conditions of the  
23 Contract.

24 12. Beginning on or about April 6, 2018, Defendants began breaching the Contract by,  
25 among other things: (a) failing and refusing to pay those sums of money due for the Services as set  
26 forth on the Underlying Contract and in the Change Orders Bellagio executed and as included on  
27 Plaintiff’s statement of Defendants’ account (the “Statement,” a copy of which is attached to the  
28 complaint as Exhibit F and incorporated by reference); and (b) although Plaintiff fully performed its

1 obligations pursuant to the Contract more than 3 years ago, Bellagio has failed and refused to sell the  
2 Property and close escrow within a reasonable time.

3 13. As a result of Defendants' breach of the Contract there is now due, owing, and unpaid  
4 to Plaintiff from Defendants, and each of them, the sum of at least \$152,692.84 (\$113,525 pursuant to  
5 the Underlying Contract + \$18,075 pursuant to Change Order 1 + \$5,283 pursuant to Change Order 2;  
6 + \$15,810.84 pursuant to Change Order 3) plus interest at the rate of 10% per month accruing from  
7 and after April 6, 2018.

8 **SECOND CAUSE OF ACTION**  
9 **FOR SERVICES RENDERED – AGREED PRICE**  
10 **(Against Bellagio and Does 11 - 20)**

11 14. Plaintiff incorporates by reference as though fully set forth at length each and every  
12 allegation contained in its General Allegations and in its First Cause of Action.

13 15. Within the last four years, in Los Angeles County, California, Bellagio became  
14 indebted to Plaintiff in the agreed sum of at least \$152,692.84 for the Services provided to Bellagio,  
15 and each of them, by Plaintiff.

16 16. Plaintiff has repeatedly demanded payment from Bellagio. The last demand was made  
17 on or about September 29, 2020 (Exhibit A).

18 17. No payment has been made by Defendants and there is now due, owing and unpaid to  
19 Plaintiff from Defendants, and each of them, after application of all payments received and credits  
20 issued, the sum of at least the sum of at least \$152,692.84 plus interest at the rate of 10% per annum  
21 accruing from and after April 6, 2018.

22 **THIRD CAUSE OF ACTION**  
23 **FOR SERVICES RENDERED – REASONABLE PRICE**  
24 **(Against Bellagio and Does 11 - 20)**

25 18. Plaintiff incorporates by reference as though fully set forth at length each and every  
26 allegation contained in its General Allegations and in its First and Second Causes of Action.

27 19. Within in the last four years, in Los Angeles County, California, Bellagio became  
28 indebted to Plaintiff in sum of at least \$152,692.84, which is the reasonable value of the Services  
provided to Bellagio by Plaintiff.



1           27.    On or about July 18, 2017, in Los Angeles County, California, Miami made,  
2 executed, and delivered to Plaintiff an instrument designated as a Personal Guaranty (the  
3 “Guaranty”). A copy of the Guaranty is incorporated into the Underlying Contract attached to this  
4 complaint as Exhibit B.

5           28.    By executing the Guaranty, Miami unconditionally guaranteed all present and  
6 future obligations of Bellagio, including all indebtedness and liability of every nature then owing,  
7 or thereafter to be incurred pursuant to the Contract by Bellagio.

8           29.    The purpose of the Guaranty was to induce Plaintiff to enter into the Contract with  
9 Bellagio and to continue permitting Bellagio to order Services including those referenced in the  
10 Change Orders (Exhibits C, D, and E) on an open account pursuant to the Contract.

11           30.    Plaintiff acted in reliance on the Guaranty and Miami is now indebted to Plaintiff in  
12 the principal sum of at least **\$152,692.84** plus interest at the rate of 10% per annum accruing from  
13 and after April 6, 2018.

14           **WHEREFORE**, Plaintiff prays for judgment as follows:

15           A.    Against Bellagio on the First Cause of Action:

- 16                   1) General damages in the sum of at least **\$152,692.84**, plus interest at the rate  
17                           of 10% per annum accruing from and after April 6, 2018;  
18                   2) Costs of suit incurred; and  
19                   3) Such other and further relief as the court may deem proper.

20           B.    Against Bellagio on the Second and Third Causes of Action:

- 21                   1) General damages in the sum of at least **\$152,692.84**, plus interest at the rate  
22                           of 10% per annum accruing from and after April 6, 2018;  
23                   2) Costs of suit incurred; and  
24                   3) Such other further relief as the Court may deem proper.

25           C.    Against Bellagio on the Fourth Cause of Action:

- 26                   1) General damages in the sum of at least **\$152,692.84**, plus interest at the rate  
27                           of 10% per annum accruing from and after April 6, 2018;  
28                   2) Attorneys’ fees pursuant to *Civil Code* section 1717.5;

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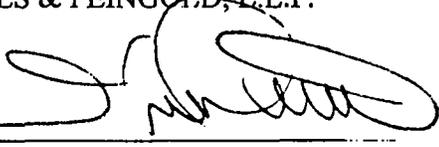
- 3) Costs of suit incurred; and
- 4) Such other further relief as the Court may deem proper.

D. Against Miami on the Fifth Cause of Action:

- 1) General damages in the sum of at least \$152,692.84, plus interest at the rate of 10% per annum accruing from and after April 6, 2018;
- 2) Costs of suit incurred; and
- 3) Such other and further relief as the court may deem proper.

Dated: ...October 14, 2020

MYERS, WIDDERS, GIBSON,  
JONES & FEINGOLD, L.L.P.

By: 

Michael S. Martin  
Cari Ann Potts  
Attorneys for Plaintiff, Senna Tree Company, a  
California corporation

# **EXHIBIT A**

MYERS, WIDDERS, GIBSON, JONES & FEINGOLD, L.L.P.

DENNIS NEIL JONES  
ERIK B. FEINGOLD  
STEVEN P. LEE  
DOUGLAS A. BORDNER\*  
JILL L. FRIEDMAN\*\*  
MICHAEL S. MARTIN  
JACQUELYN D. RUFFIN  
JAMES E. PERERO

DENNIS NEIL JONES  
ERIK B. FEINGOLD  
STEVEN P. LEE  
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STEVEN P. LEE  
DOUGLAS A. BORDNER\*  
JILL L. FRIEDMAN\*\*  
MICHAEL S. MARTIN  
JACQUELYN D. RUFFIN  
JAMES E. PERERO

\*ALSO ADMITTED TO THE  
DISTRICT OF COLUMBIA BAR

\*ALSO ADMITTED TO THE  
DISTRICT OF COLUMBIA BAR

\*ALSO ADMITTED TO THE  
DISTRICT OF COLUMBIA BAR

\*\*MEMBER OF AMERICAN BOARD OF  
TRIAL ADVOCATES

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TRIAL ADVOCATES

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TRIAL ADVOCATES

September 29, 2020

**CERTIFIED MAIL – RRR AND U.S. FIRST CLASS MAIL**

Mr. Nile Niami  
10701 Bellagio Road, LLC  
8981 W. Sunset Blvd., Ste. 303  
Los Angeles, CA 90069

Re: ***Obligation to Senna Tree Company for Purchase and Delivery of Trees to 10701 Bellagio Road, Bel Air, CA; Current Principal Amount Past Due is \$152,692.84, Plus Interest at the Rate of 10% Per Annum and Attorneys' Fees as Permitted by Law.***

Dear Mr. Niami:

Please be advised the undersigned and the law firm of Myers, Widders, Gibson, Jones & Feingold, LLP, are counsel for Senna Tree Company (“Senna”). We have been retained to forthwith collect the seriously delinquent sums which you and your business 10701 Bellagio Road, LLC (“Bellagio”) owe our client. Please direct all further communication pertaining to the subject matter of this correspondence to the undersigned.

We are informed that on about July 18, 2017, Bellagio entered into a written agreement (the “Contract”) with Senna for the purchase, delivery, and installation of 11 ficus trees at 10701 Bellagio Road in Bel Air, California (the “Property”) at a price of \$152,692.84. Thereafter, you executed the following 3 change orders to the Contract for the purchase, delivery, and installation plant material including on: (a) September 7, 2017, in the amount of \$18,075, for 2 Bamboo trees cut into pieces, and additional Ficus; (b) October 2, 2017, in the amount of \$5,283, for boxed *bambusa oldhamii*; and (c) April 5, 2018, in the amount of \$15,810.84, for 60” *cupaniopsis anacardioides* plus setting tree with 60-ton crane and related expenses.

Among other things, pursuant to the Contract you agreed to personally guaranty the obligation and pay the amounts due “upon the close of escrow.” However, even

Mr. Nile Miami  
10701 Bellagio Road, LLC  
September 29, 2020

Page 2

though Senna fully performed its obligations more than 3 years ago, you have breached the Contract by failing and refusing to sell the Property within a reasonable period and close escrow. As such, you have effectively waived this Contractual condition and Senna is entitled to pursue collection of the long-overdue amounts you owe.

The amount of the outstanding charges which are due and owing as of the date of this letter is as follows:

Principal.....	\$152,692.84
10% interest accrued at the legal rate from and after September 7, 2017 through September 29, 2020.....	\$37,981.64
<b>TOTAL DUE.....</b>	<b>\$190,674.48</b>

Senna has the right to initiate collection immediately. However, Senna would like to resolve this matter amicably. Therefore, the purpose of this letter is to advise you that unless the sum of **\$190,674.48**, together with an accruing interest charge at the rate of \$36.05 per day, is received by the office of the undersigned on or before the close of business on October 9, 2020, or an acceptable payment arrangement agreed upon by that date, we shall pursue all available legal remedies against Bellagio including, but not limited to, filing a lawsuit against it, and against you personally as its guarantor, for the sums due.

Pursuant to *Code of Civil Procedure* section 1033(b)(2), we inform you that if this matter proceeds to legal action, such action could result in a judgment that would include the costs and necessary disbursements allowed under the cited section; those costs are the actual cost of the filing fee, the actual cost of service of process, and reasonable attorneys' fees.

Please contact me promptly to discuss repayment. This invitation to discuss an amicable resolution is not a waiver of your obligation to pay the full amount due. We therefore demand payment in full of the outstanding amount.

Thank you for your anticipated courtesy and cooperation in resolving this matter.

Very truly yours,  
MYERS, WIDDERS, GIBSON,  
JONES & FEINGOLD, LLP



- Michael S. Martin

# **EXHIBIT B**



June 26, 2017

*sent via email [nile@skylinedevelopment.net](mailto:nile@skylinedevelopment.net)*

Mr. Nile Niami  
10701 Bellagio Road, LLC

8981 W. Sunset Blvd., Suite 303  
W. Hollywood, CA 90069-1850

Regarding: Specimen Tree Installation Project  
10701 Bellagio Road  
Bel Air, CA

Dear Nile,

Senna Tree Company is pleased to provide our proposal for the Specimen Tree Installation Project at the above referenced site. Our proposal is based upon the conditions of the site on September 19, 2016 and includes the following scope of work:

*Supply and install as directed the following:*

<u>Qty</u>	<u>Size</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Extension</u>
(2)	96"	<i>Ficus nitida</i> #1133, #1135	\$14,750.00	\$29,500.00
(1)	84"	<i>Ficus nitida</i> #2570	\$10,250.00	\$10,250.00
(5)	84"	<i>Ficus retusa</i>	\$10,250.00	\$51,250.00
(3)	72"	<i>Ficus retusa</i>	\$ 7,508.00	\$22,524.00

Please note the following clarifications as part of this proposal:

1. Senna Tree Company is an open shop contractor, non-signatory to any labor agreements.
2. Site is to be readily accessible to backhoe excavation, 120 - ton hydrocrane and semi track and trailer.
3. Senna Tree Company is not responsible for underground utilities or their re-routing, hardscapes and/or landscapes.
4. All boxes are to remain the property of Senna Tree Company.
5. A hose-bib or quick coupler assembly is to be provided at the site.
6. There is no post-installation maintenance included in lump sum bid. Enclosed are our maintenance recommendations for your use.
7. There is no warranty expressed or implied on above referenced plant material.
8. There is no export of soil included in this agreement.

9. The parties agree that any dispute arising out of this Agreement or any resulting transaction, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of experience, unless the parties mutually agree to a different arbitrator.
10. Payment Terms: See attached sheet for payment terms.

*Total lump sum for the above-described work is ..... \$113,524.00 (plus interest)*

An authorized signature in the space provided below will convert this proposal to our entire agreement and this will be our contract. If this signature is transmitted by facsimile machine, it will be acceptable and binding as if it were the original. Please sign the original and return it to us and keep one copy for your own files.

Sincerely,

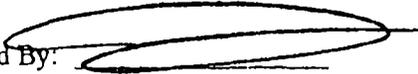
*SENNA TREE COMPANY*

*John C. Mote -lm*

John C. Mote  
President  
ISA Certified Arborist #0508

Lic # 731721

JCM/lm

Accepted By: 

Title: MANAGER

Date: 7-18-17

**PAYMENT TERMS**

- Payment in full upon close of escrow plus interest charged at 6.5% per month (\$614.92 per month) from date of invoice for work performed.
- Nile Niemi to provide personal guarantee on full amount plus interest.
- STC to maintain lien rights on 10701 Bellagio Road until close of escrow and final payment is received.

Accepted by: \_\_\_\_\_

Signature

NILE NIEMI  
Print Name & Title

**PERSONAL GUARANTEE**

\_\_\_\_\_  
Nile Niemi

## MAINTENANCE RECOMMENDATIONS

Managing rootball moisture content is the #1 priority in maintaining your trees. Insuring the preserved rootball receives adequate water at a frequency that allows the soil to breathe between watering's is essential to support re-establishment. Consistency is important as field dug trees have had roots cut causing drought stress and water is our most effective tool to mitigate drought stress. Re-establishment of young trees could take 3-5 years and older trees 5-15 years. An automated irrigation system still requires monitoring of rootball moisture content but is more cost effective long term.

To insure continued establishment of your plant materials we have provided the following basic watering recommendations as a guideline.

1. Water your trees by filling the earth-watering basin constructed at the perimeter of the rootball with water allowing the water to percolate into the rootball a minimum depth of 18" each watering. Refill basin if necessary to achieve the recommended percolation depth. Verify the depth of percolation with a soil probe. It is not necessary to achieve a percolation depth greater than 2'. Rebuild watering basin as required to maintain water-holding capacity.
2. Before watering again:
  - a). Take a soil sample from the rootball with a soil probe and inspect soil moisture. This will indicate if adjustments in watering frequency are required.
  - b). Check sump inspection tube (if installed) for standing water in planting pit sump. If more than 3" of water is found, pump out excess water and investigate possible sources. Contact STC if excess water persists.

Use the following schedule as a starting point:

- Warm weather: Fill basin twice weekly allowing the soil to breathe between watering.
  - Cool weather: Fill basin once a week allowing the soil to breathe between watering.
3. Periodically rebuild watering basin and pull weeds as required to maintain water-holding capacity.

These recommendations address in a general way the most important aspect of specimen tree maintenance. Fertilization, pest control and professional monitoring etc. are other aspects, which will help contribute to the successful establishment of your plant materials.

Thank you again for your business and please do not hesitate to call if we can be of further assistance.

# **EXHIBIT C**



August 28, 2017

**CHANGE ORDER**  
**REVISED**

Mr. Nile Niemi  
c/o Tony Camarena  
**10701 BELLAGIO ROAD, LLC**  
8981 W. Sunset Blvd., Suite 303  
West Hollywood, CA 90069

Job Name: 10701 Bellagio Road

WE SUBMIT THE FOLLOWING REQUEST FOR CHANGE IN RESPONSE TO:

- Bulletin
- R.F.I.
- Verbal Request
- Order To Proceed

- A). *Supply and install (2) 60" 30'+ height Bamboo, cut into pieces and install as directed between properties to replace damaged Bamboo, \$10,567.00*
- B). *Supply & install additional Ficus to row of screening trees, \$7,508.00*

**Total this Change Order is ..... \$18,075.00**

NOTES:

This work will not be done until approved and written change order is issued.

10701 Bellagio Road, LLC		Senna Tree Company	
By: 	By: <u>John C. Mote - lm</u>		
Title: <u>Manager</u>	Title: <u>John C. Mote - President</u>		
Date: <u>Sept 7, 2017</u>	Date: <u>August 28, 2017</u>		

(Please sign and send back to us and keep a copy for your files)

# **EXHIBIT D**



October 2, 2017

**CHANGE ORDER #2**

Mr. Nile Niemi  
c/o Tony Camarena  
**10701 BELLAGIO ROAD, LLC**  
8981 W. Sunset Blvd., Suite 303  
West Hollywood, CA 90069

Job Name: 10701 Bellagio Road

WE SUBMIT THE FOLLOWING REQUEST FOR CHANGE IN RESPONSE TO:

- Bulletin
- R.F.I.
- Verbal Request
- Order To Proceed

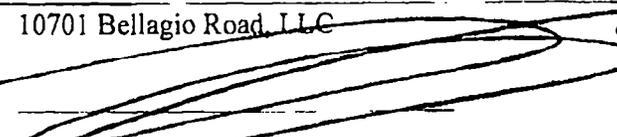
*Supply additional boxed Bambusa oldhamii, cut into clumps and install by hand as directed by Humberto.*

<u>Qty</u>	<u>Size</u>	<u>Description</u>
(2)	48"	Bambusa oldhamii

**Total this Change Order is ..... \$5,283.00**

**NOTES:**

This work was done in accordance with your order to proceed. Please issue change order.

10701 Bellagio Road, LLC	Senna Tree Company
By: 	By: <u>John C. Mote - lm</u>
Title: <u>Manager</u>	Title: <u>John C. Mote - President</u>
Date: <u>10-4-17</u>	Date: <u>October 2, 2017</u>

(Please sign and send back to us and keep a copy for your files)

# **EXHIBIT E**



April 5, 2018

**CHANGE ORDER**

Mr. Nile Niami  
**10701 BELLAGIO ROAD, LLC**  
 8981 W. Sunset Blvd., Suite 303  
 West Hollywood, CA 90069

Job Name: 10701 Bellagio Road

WE SUBMIT THE FOLLOWING REQUEST FOR CHANGE IN RESPONSE TO:

- Bulletin
- R.F.I.
- Verbal Request
- Order To Proceed

- *Deliver, off-load and set into planting pits provided by others the following:*

<u>Qty</u>	<u>Size</u>	<u>Description</u>	<u>Unit Cost</u>
(4)	60"	Cupaniopsis anacardioides 'std'	\$11,200.00
		6% freight	\$ 672.00
		9.5% sales tax	\$ 1,127.84
		<b>Plant Material Cost</b>	<b>\$12,999.84</b>

- *Set trees with 60-ton crane (6 hrs. @ \$320.00 per hr.)* \$ 1,920.00
- *(2) rigging labors (6 hrs. @ \$68.00 per hr.)* \$ 816.00
- *Travel permit* \$ 75.00

**Total this Change Order is ..... \$15,810.84**

NOTES:

- This work will be done in accordance with your order to proceed, please issue change order.
- All boxes to remain the property of STC. Please call for pickup.

10701 Bellagio Road, LLC	Senna Tree Company
By: _____	By: <u>John C. Mote - lm</u>
Title: _____	Title: <u>John C. Mote - President</u>
Date: _____	Date: <u>April 5, 2018</u>

(Please sign and send back to us and keep a copy for your files)

Sunday, September 20, 2020 at 9:41:38 AM Pacific Daylight Time

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Subject: Re: 10701 Bellagio Road  
Date: Friday, April 6, 2018 at 10:02:06 AM Pacific Daylight Time  
From: Nile Miami  
To: John Mote

Ok

Sent from my iPhone

On Apr 6, 2018, at 8.17 AM, John Mote <[john@sennatree.com](mailto:john@sennatree.com)> wrote:

Yes, just keep in mind travel time is charged portal to portal.

Thank you.

John C. Mote  
President  
ISA Certified Arborist #508

<senna-sig-blk.png>

On Apr 6, 2018, at 5:48 AM, Nile Miami <[nile@skyinedevelopment.net](mailto:nile@skyinedevelopment.net)> wrote:

Approved but if less than 6 hours we get credit correct?

Sent from my iPhone

On Apr 5, 2018, at 12:32 PM, Laura Martinez <[laura@sennatree.com](mailto:laura@sennatree.com)> wrote:

Hello,

Please find attached below change order for above referenced project for your review and signature.

If you have any questions or require further information you can contact John Mote via email or at the number listed below.

Thank you.

LAURA MARTINEZ  
Office Manager

SENNATREE COMPANY  
9255 Sunland Blvd.  
Sun Valley, CA 91352  
818.957.5755 office  
818.957.5255 fax

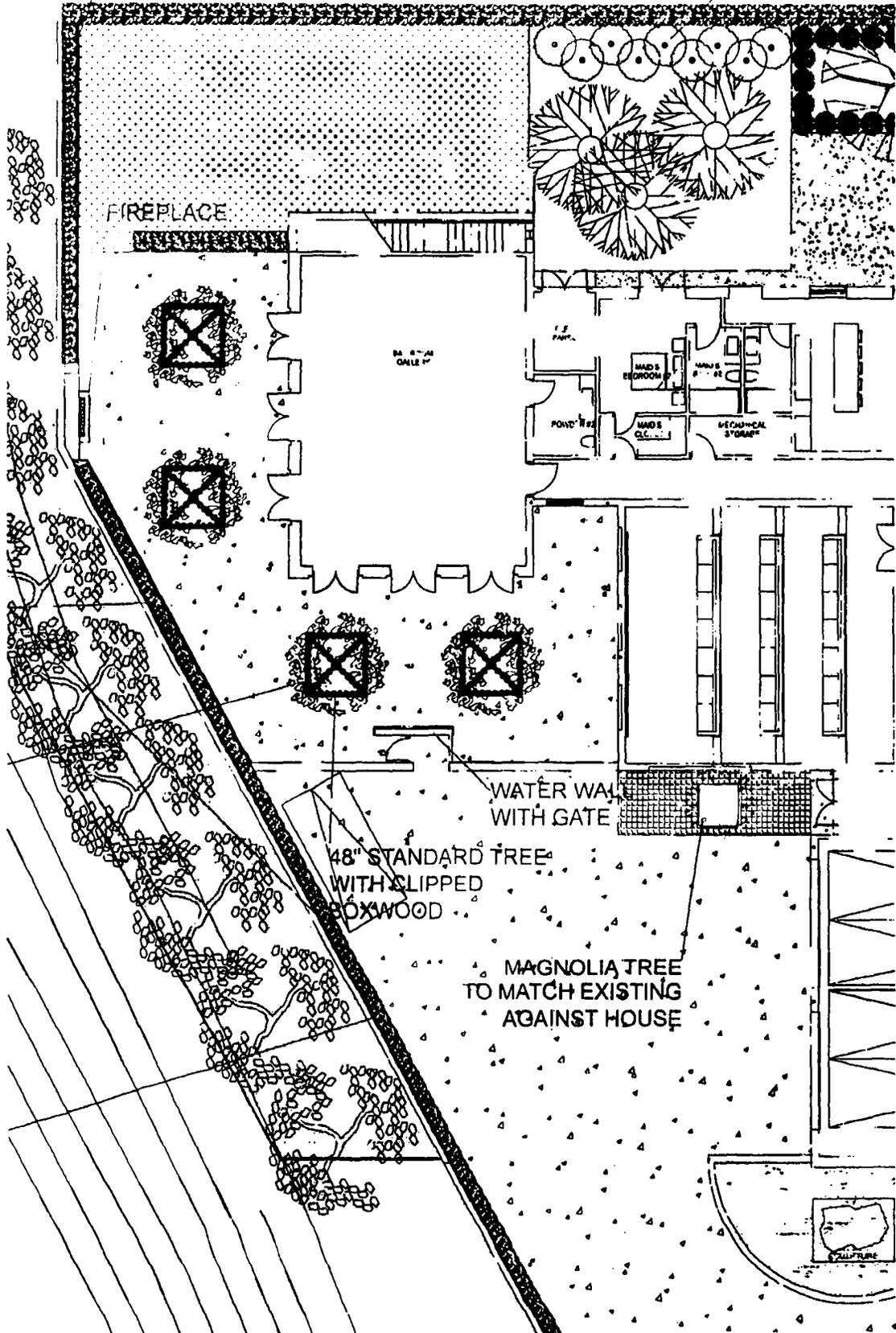
[www.sennatree.com](http://www.sennatree.com)

<image001.png>

<niami - 10701 belagio road 040518.pdf>

24" BOX FICUS  
NITIDIA HEDGE IN  
RAISED PLANTER

CAME  
15 GA



# **EXHIBIT F**

**SENNA TREE COMPANY**

9255 SUNLAND BLVD.  
SUN VALLEY, CA 91352

Phone # 818-957-5755  
Fax # 818-957-5255

**DATE**

10/1/2019

**BILL TO**

10701 Bellagio Road, LLC  
ATTN: Nile Nami - Skyline Development  
8981 W. Sunset Blvd, Suite 303  
West Hollywood, CA 90069-1850

\$174,100.06

DATE	DESCRIPTION	AMOUNT	CUMULATIVE
	10701 Bellagio Road-		
09/15/2017	INV #27432. Orig. Amount \$18,075.00.	18,075.00	18,075.00
09/15/2017	INV #27433 Orig. Amount \$113,524.00.	113,524.00	131,599.00
09/29/2017	INV #27478. Orig. Amount \$5,283.00.	5,283.00	136,882.00
01/01/2018	INV #FC 10. Orig. Amount \$2,989.96. Finance Charge	2,989.96	139,871.96
02/01/2018	INV #FC 11. Orig. Amount \$757.64. Finance Charge	757.64	140,629.60
03/01/2018	INV #FC 12. Orig. Amount \$761.71. Finance Charge	761.71	141,391.34
04/02/2018	INV #FC 13. Orig. Amount \$765.87. Finance Charge	765.87	142,157.21
04/13/2018	INV #27902. Orig. Amount \$15,810.84.	15,810.84	157,968.05
05/16/2018	INV #FC 14. Orig. Amount \$855.66. Finance Charge	855.66	158,823.71
06/01/2018	INV #FC 15. Orig. Amount \$860.30. Finance Charge	860.30	159,684.01
07/01/2018	INV #FC 16. Orig. Amount \$864.96. Finance Charge	864.96	160,548.97
08/01/2018	INV #FC 17. Orig. Amount \$869.64. Finance Charge	869.64	161,418.61
09/01/2018	INV #FC 30. Orig. Amount \$874.35. Finance Charge	874.35	162,292.96
10/01/2018	INV #FC 35. Orig. Amount \$879.08. Finance Charge	879.08	163,172.04
11/01/2018	INV #FC 37. Orig. Amount \$883.85. Finance Charge	883.85	164,055.89
12/01/2018	INV #FC 38. Orig. Amount \$888.64. Finance Charge	888.64	164,944.53
01/01/2019	INV #FC 39. Orig. Amount \$893.45. Finance Charge	893.45	165,837.98
02/01/2019	INV #FC 40. Orig. Amount \$898.29. Finance Charge	898.29	166,736.27
03/01/2019	INV #FC 41. Orig. Amount \$903.15. Finance Charge	903.15	167,639.42
04/01/2019	INV #FC 43. Orig. Amount \$908.05. Finance Charge	908.05	168,547.47
05/01/2019	INV #FC 44. Orig. Amount \$912.97. Finance Charge	912.97	169,460.44
06/01/2019	INV #FC 45. Orig. Amount \$917.91. Finance Charge	917.91	170,378.35
07/01/2019	INV #FC 46. Orig. Amount \$922.83. Finance Charge	922.83	171,301.23
08/01/2019	INV #FC 52. Orig. Amount \$927.96. Finance Charge	927.96	172,229.19
09/09/2019	INV #FC 57. Orig. Amount \$932.91. Finance Charge	932.91	173,162.10
10/01/2019	INV #FC 60. Orig. Amount \$937.96. Finance Charge	937.96	174,100.06

937.96	932.91	0.00	927.96	171,301.23	\$174,100.06
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