

Assigned for all purposes to: Burbank Courthouse, Judicial Officer: John Kralik

MICHAEL S. TOWNSEND, ESQ. (SBN 199143)
LAW OFFICE OF MICHAEL S. TOWNSEND
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Attorneys for PROBUILD COMPANY LLC doing
business as DIXIELINE LUMBER CO.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, BURBANK COURTHOUSE

PROBUILD COMPANY LLC, a Delaware
limited liability company doing business as
DIXIELINE LUMBER CO.,

Plaintiff,

v.

VILLA NOVA DEVELOPING, INC., a
California corporation; ANDREW
NOWACZEK, an individual; RANCHO
LOS SUENOS, LLC, a California limited
liability company and DOES 1 through 50,

Defendants.

CASE NO.

COMPLAINT FOR BREACH OF WRITTEN
CONTRACT; OPEN BOOK ACCOUNT;
ACCOUNT STATED; QUANTUM MERUIT;
BREACH OF PERSONAL GUARANTY AND
FORECLOSURE OF MECHANIC'S LIEN

Unlimited Civil Action
\$113,902.16

GENERAL ALLEGATIONS

1. The causes of action stated below represent a money demand of more than twenty-five thousand (\$25,000.00) dollars, and are ones in which the above-entitled Court has jurisdiction.

2. Venue is proper in the Superior Court, State of California, County of Los Angeles, Burbank Courthouse, as the property is located in this judicial district.

3. Plaintiff, PROBUILD COMPANY LLC doing business as DIXIELINE LUMBER CO., ("plaintiff") is now, and at all times mentioned here was, a Delaware limited liability company, duly organized and existing under the laws of the State of Delaware and authorized to

1 do business in Californian, with a principal place of business in the City of San Diego, County of
2 San Diego, State of California.

3 4. Plaintiff is informed, believes, and on that basis alleges that defendant VILLA
4 NOVA DEVELOPING, INC., ("VILLA NOVA") is and at all times mentioned was, a California
5 corporation, with a principal place of business in the City of Sunland, County of Los Angeles, State
6 of California.

7 5. Plaintiff is informed, believes, and on that basis alleges that defendant ANDREW
8 NOWACZEK ("NOWACZEK") is and at all times mentioned was, an individual believed to be
9 residing in the City of Sunland, County of Los Angeles, State of California.

10 6. Plaintiff is informed, believes, and on that basis alleges that defendant RANCHO
11 LOS SUENOS, LLC ("RANCHO LOS SUENOS") is and at all times mentioned was, an entity of
12 unknown origin, with a principal place of business in the City of Sunland, County of Los Angeles,
13 State of California.

14 7. The true names or capacities, whether individual, corporate, associate or otherwise,
15 of defendants named and sued as DOES 1 through 50, inclusive, are unknown to plaintiff. Plaintiff
16 is informed, believes, and on that basis alleges, that each of these fictitiously named defendants is
17 in some way liable to plaintiff on the causes of action stated below. Plaintiff will ask leave to
18 amend this complaint when the true names of said fictitiously named defendants can be ascertained.

19 8. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
20 mentioned, each of the defendants sued herein was the agent and employee of each of the remaining
21 defendants and was at all times acting within the purpose and scope of such agency and
22 employment.

23 FIRST CAUSE OF ACTION

24 (Breach of Written Contract)

25 Plaintiff, for a First Cause of Action against defendants VILLA NOVA and DOES 1
26 through 20, alleges that:

27 9. Plaintiff realleges and incorporates paragraphs 1 through 8 above, in full herein by
28 this reference.

10. On or about June 5, 2017, plaintiff entered into a written Credit Application & Agreement ("Agreement") with defendants VILLA NOVA and DOES 1-20 wherein it was agreed that plaintiff would provide to defendants VILLA NOVA and DOES 1-20 various building materials, including lumber and related supplies. A true and correct redacted copy of the Agreement is attached as Exhibit "1" and incorporated in full by this reference.

11. Following the entering into of the Agreement, plaintiff provided the various building materials, including lumber and related supplies as needed to defendants VILLA NOVA and DOES 1-20 at its request from on or about August 1, 2018, through on or about October 3, 2018.

12. Plaintiff has performed all conditions required on its part to be performed in accordance with the terms and conditions of the Agreement as requested by defendants VILLA NOVA and DOES 1-20.

13. Defendants VILLA NOVA and DOES 1-20 have breached the Agreement by failing to fully pay for the various building materials, including lumber and related supplies provided by plaintiff under the terms of the Agreement, despite written demand.

14. As a direct and proximate result of defendants VILLA NOVA's and DOES 1-20's breach of the Agreement, plaintiff has suffered damage in the sum of \$113,902.16 plus delinquency charges at the rate of eighteen percent (18%) per annum from September 1, 2018, until paid.

15. Pursuant to the terms of the Agreement, plaintiff is entitled to reasonable attorneys' fees and costs incurred, including expert witness fees.

SECOND CAUSE OF ACTION

(Open Book Account)

Plaintiff, for a Second Cause of Action against defendants VILLA NOVA and DOES 1 through 20, alleges that:

16. Plaintiff realleges and incorporates paragraphs 1 through 15, above, as though set forth in full at this point.

17. Within the last four years, defendants VILLA NOVA and DOES 1-20 became indebted to plaintiff on an open book account for the principal sum of \$113,902.16 for the various

1 building materials, including lumber and related supplies provided to defendants VILLA NOVA
2 and DOES 1-20 by plaintiff, at the special request of defendants VILLA NOVA and DOES 1-20,
3 and for which defendants VILLA NOVA and DOES 1-20 agreed to pay.

4 18. Despite demand there is now due to plaintiff the sum of \$113,902.16 for the various
5 building materials, including lumber and related supplies provided to defendants VILLA NOVA
6 and DOES 1-20, together with delinquency charges at the rate of ten percent (10%) per annum from
7 September 1, 2018, until paid.

8 19. Plaintiff alleges that this cause of action is based on an Open Book Account entered
9 into on or after January 1, 1987, as defined in California Civil Code Section 1717.5 and as such,
10 should be allowed its reasonable attorneys' fees not to exceed the lesser of \$1,000.00 or 25% of the
11 principal obligation owing under the contract as provided by said statute.

12 **THIRD CAUSE OF ACTION**

13 (Account Stated)

14 Plaintiff, for a Third Cause of Action against defendants VILLA NOVA and DOES 1
15 through 20, alleges that:

16 20. Plaintiff realleges and incorporates paragraphs 1 through 19, above, as though set
17 forth in full at this point.

18 21. Within the last four years, at the request of defendants VILLA NOVA and DOES
19 1-20, plaintiff provided various building materials, including lumber and related supplies to
20 defendants VILLA NOVA and DOES 1-20. An account was stated for said various building
21 materials, including lumber and related supplies.

22 22. There was due to plaintiff from defendants VILLA NOVA and DOES 1-20, the
23 sum of \$113,902.16, which defendants VILLA NOVA and DOES 1-20 agreed to pay.

24 23. Despite demand there is now due to plaintiff the sum of \$113,902.16 for the various
25 building materials, including lumber and related supplies, together with interest thereon at the rate
26 of ten percent (10%) per annum from September 1, 2018, until paid.

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1 **FOURTH CAUSE OF ACTION**

2 (Quantum Meruit)

3 Plaintiff, for a Fourth Cause of Action against defendants VILLA NOVA and DOES 1
4 through 20, alleges that:

5 24. Plaintiff realleges and incorporates paragraphs 1 through 23, above, as though set
6 forth in full at this point.

7 25. Within the last four years, plaintiff provided various building materials, including
8 lumber and related supplies to defendants VILLA NOVA and DOES 1-20 and for which defendants
9 VILLA NOVA and DOES 1-20 promised to pay to plaintiff the reasonable value.

10 26. At all times mentioned herein, the reasonable value of the above-mentioned various
11 building materials, including lumber and related supplies provided was and is, the sum of
12 \$113,902.16.

13 27. There is now due to plaintiff by defendants VILLA NOVA and DOES 1-20 the
14 sum of \$113,902.16, together with interest at the legal rate of ten percent (10%) per annum from
15 September 1, 2018, until paid.

16 **FIFTH CAUSE OF ACTION**

17 (Foreclosure of Mechanic's Lien)

18 Plaintiff, for a Fifth Cause of Action against defendants RANCHO LOS SUENOS and
19 DOES 21 through 40, alleges that:

20 28. Plaintiff realleges and incorporates by reference paragraphs 1 through 27, above, as
21 though set forth in full at this point.

22 29. Plaintiff is informed, believes, and on that basis alleges that defendants RANCHO LOS
23 SUENOS and DOES 21-40 are now, and at all times mentioned herein, were the owners or had
24 some interest in title of that certain real property known and commonly described as: 10056 N.
25 Wornom Avenue, Sunland, CA 91040, County of Los Angeles, State of California, ("property").

26 30. From on or about August 1, 2018, through on or about October 3, 2018, plaintiff
27 provided the various building materials, including lumber and related supplies to the property to
28

1 defendants RANCHO LOS SUENOS and DOES 21-40 at the request of defendants VILLA NOVA
2 and DOES 1-20, to be used, and which were actually used in the work of improvement of property.

3 31. Plaintiff has duly complied and performed all things required to be performed by it.

4 32. Despite demand there is now due to plaintiff the sum of \$113,902.163 together with
5 interest at the rate of ten percent (10%) per annum from September 1, 2018, until paid.

6 33. On or about, June 27, 2018, Plaintiff served a California Preliminary Notice on
7 defendants in accordance with the provisions of California Civil Code section 8200, et al. A true
8 and correct copy of the California Preliminary Notice is attached as Exhibit "2" and incorporated
9 in full by this reference.

10 34. On January 15, 2019, plaintiff duly filed and recorded with the County Recorder's
11 Office for Los Angeles County, California, its Mechanic's Lien claim as Document No.
12 20190042717 in the amount of \$113,902.16. A true and correct copy of the Mechanic's Lien is
13 attached as Exhibit "3" and incorporated in full by this reference.

14 35. Plaintiff has incurred indebtedness as the necessary charge and expense of preparing
15 and recording said mechanic's lien and this amount has not been reimbursed to plaintiff.

16 36. Plaintiff is informed and believes that defendants RANCHO LOS SUENOS and
17 DOES 21-40 claim some right, title or interest in and to the real property. Plaintiff is further
18 informed, believes, and alleges that each of the fictitiously named defendants also claims an interest
19 or estate in the property herein mentioned, the exact nature of such claims is unknown to plaintiff.
20 Said claims, titles or interests of the defendant owners RANCHO LOS SUENOS and DOES 21-40
21 or any of the fictitiously named defendants in and to the real property is subject to plaintiff's claim
22 of lien as set forth above.

23 SIXTH CAUSE OF ACTION

24 (Breach of Personal Guaranty)

25 Plaintiff for a Sixth Cause of Action against defendants NOWACZEK and DOES 41
26 through 50 alleges that:

27 37. Plaintiff realleges and incorporates by reference paragraphs 1 through 27 above, as
28 though set forth in full at this point.

1 38. On or about June 5, 2017, defendant NOWACZEK and DOES 41-50, signed a
2 written Personal Guaranty ("guaranty") pursuant to which defendants NOWACZEK and DOES
3 41-50 personally guaranteed the obligation of defendants VILLA NOVA and DOES 1-20 on the
4 above-referenced Agreement to supply various building materials, including lumber and related
5 supplies. A true and correct redacted copy of the Agreement is attached as Exhibit "1" and
6 incorporated in full by this reference.

7 39. There is now due, owing and unpaid to Plaintiff from defendants NOWACZEK and
8 DOES 41-50, on account of said guaranty the sum of \$113,902.16, plus interest charges at the rate
9 of eighteen percent (18%) per annum from September 1, 2018, until paid.

10 40. Plaintiff has retained the Law Office of Michael S. Townsend to pursue this action
11 and enforce the contractual obligation of defendants NOWACZEK and DOES 41-50. Pursuant to
12 the terms of the guaranty, Plaintiff is entitled to reasonable attorneys' fees and costs, including
13 expert witness fees, in connection with this action.
14

15 WHEREFORE, plaintiff prays judgment against defendants, and each of them, as follows:
16 ON THE FIRST AND SECOND CAUSES OF ACTION AGAINST DEFENDANTS VILLA
17 NOVA AND DOES 1 THROUGH 20:

- 18 1. For the sum of no less than \$113,902.16;
19 2. For delinquency charges at the rate of eighteen percent (18%) per annum from
20 September 1, 2018, until paid;
21 3. For attorneys' fees and costs, including expert witness fees;

22 ON THE THIRD AND FOURTH CAUSES OF ACTION AGAINST DEFENDANTS VILLA
23 NOVA AND DOES 1 THROUGH 20:

- 24 4. For the sum of no less than \$113,902.16;
25 5. For interest charges thereon at the rate of ten percent (10%) per
26 annum from September 1, 2018, until paid;

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ON THE FIFTH CAUSE OF ACTION AGAINST DEFENDANTS RANCHO LOS SUENOS
AND DOES 21 THROUGH 40:

6. For the principal sum of \$113,902.16;
7. For interest thereon at the rate of ten percent (10%) per annum from November 1, 2017, until paid;
8. For costs of preparing and recording the mechanic's lien;
 - (a) That there be adjudged to be a lien on said land and work of improvement on the land described in this Complaint;
 - (b) that said lands be adjudged and decreed to be sold by the Sheriff of the County of Los Angeles, according to law and the practice of this Court;
 - (c) that the proceeds of said sales be applied to satisfy the costs of these proceedings and plaintiff's claims, as aforesaid;
 - (d) that if the proceeds of said sales are insufficient to satisfy the aforesaid sums due the plaintiff, that plaintiff has judgment and execution against all the defendants for any deficiency which may arise after the application of proceeds;
 - (e) that the interests, estates or claims of all defendants, and each of them, in, to or upon the buildings and land described here, and every part thereof, be adjudged and decreed to be subsequent and subject to plaintiff's lien as aforesaid; and
 - (f) that the equity of redemption of each and every of said defendants in or to said premises, and every part thereof, be forever barred and foreclosed;

ON THE SIXTH CAUSE OF ACTION AGAINST DEFENDANTS NOWACZEK AND DOES
41 THROUGH 50:

9. For the principal sum of \$113,902.16;
10. For delinquency charges at the rate of eighteen percent (18%) per annum from September 1, 2018, until paid;
11. For attorneys' fees and costs, including expert witness fees;

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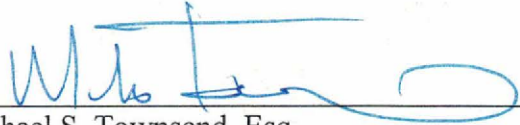
ON ALL CAUSES OF ACTION AGAINST ALL DEFENDANTS:

12. For costs of suit incurred herein; and

13. For such other and further relief as this Court deems just and proper.

Dated: February 26, 2019

LAW OFFICE OF MICHAEL S. TOWNSEND

By: 

Michael S. Townsend, Esq.

Attorneys for PROBUILD COMPANY LLC doing
business as DIXIELINE LUMBER CO.

EXHIBIT 1



CREDIT APPLICATION & AGREEMENT (PLEASE PRINT OR TYPE CLEARLY)

Bold Indicates Required Field SALES REP: _____

SALES # _____

DATE: _____

SECTION 1 - APPLICANT	LEGAL NAME(S) OF INDIVIDUAL(S) FIRM/CORP. HEREINAFTER REFERRED TO AS APPLICANT Villa Nova Developing, INC		PHONE NO: 8183520935		FAX NO: n/a	
			CELL NO: 8182535501		EMAIL: villanovaml@yahoo.com	
	MAILING ADDRESS 8209A Foothill Blvd. #700		CITY Sunland	STATE CA	ZIP CODE 91040	
	PHYSICAL ADDRESS 10050 Wornom Street		CITY Sunland	STATE CA	ZIP CODE 91040	
	☒ INDIVIDUAL (S) SOLE PROP. ☐ LIMITED LIABILITY CO. ☒ CORPORATION ☐ PARTNERSHIP IN THE STATE OF _____					
	HAVE YOU PREVIOUSLY DONE BUSINESS WITH BFS OR OTHER SUBSIDIARIES? ☐ NO ☒ YES - UNDER WHAT NAME? <u>same</u>					
	RELATED TO BFS EMPLOYEE? ☐ NO ☐ YES -- PROVIDE EMPLOYEE NAME AND DESCRIBE RELATIONSHIP _____					
	DATE STARTED		FED. TAX ID 95-456-4888	PARENT COMPANY, IF APPLICANT IS SUBSIDIARY (CITY, STATE) N/A		
	DESCRIPTION/TYPE OF BUSINESS GC		CONTRACTORS LICENSE NO. 706070	TAX EXEMPT ☐ NO ☐ YES - PLEASE ATTACH EXEMPTION CERTIFICATE		P O REQUIRED? ☒ YES ☐ NO
	EST. MONTHLY PURCHASES:		ACCOUNTS PAYABLE CONTACT Marta Litwin	A/P PHONE NO: (818) 253 5501		EMAIL: villanovaml@yahoo.com
BILLING PREFERENCE: ☐ MAIL ☒ EMAIL ☐ FAX PREFERRED BILLING CYCLE: ☐ DAILY ☒ WEEKLY ☐ BI-WEEKLY ☐ MONTHLY ☐ OTHER _____						
ARE FINANCIAL STATEMENTS AVAILABLE FOR THE PAST TWO (2) YEARS? ☐ NO ☒ YES - PLEASE ATTACH COPIES TO THIS APPLICATION						

SECTION 2 - OFFICERS, PARTNERS OR OWNERS	NAME (FIRST, MIDDLE, LAST) Andrew Nowaczek		% OWNERSHIP 100	TITLE President		SOCIAL SECURITY NO. [REDACTED]
	HOME ADDRESS			CITY Sunland	STATE CA	BIRTHDATE [REDACTED]
						ZIP CODE 91040
	NAME (FIRST, MIDDLE, LAST)		% OWNERSHIP	TITLE		SOCIAL SECURITY NO. [REDACTED]
	HOME ADDRESS			CITY	STATE	BIRTHDATE [REDACTED]
						ZIP CODE
	NAME (FIRST, MIDDLE, LAST)		% OWNERSHIP	TITLE		SOCIAL SECURITY NO. [REDACTED]
	HOME ADDRESS			CITY	STATE	BIRTHDATE [REDACTED]
						ZIP CODE
	NAME (FIRST, MIDDLE, LAST)		% OWNERSHIP	TITLE		SOCIAL SECURITY NO. [REDACTED]
	HOME ADDRESS			CITY	STATE	BIRTHDATE [REDACTED]
						ZIP CODE

SECTION 3 - BANKING	COMMERCIAL BANK/LENDER - COMPLETE ADDRESS Bank of America		PHONE NO. (818) 446 5046		ACCOUNT NO. [REDACTED]
	LOAN OFFICER		☒ CHECKING ☐ SAVINGS		ACCOUNT BALANCE
	COMMERCIAL BANK/LENDER - COMPLETE ADDRESS		PHONE NO.		ACCOUNT NO.
	LOAN OFFICER		SUBDIVISION/LOT-BLOCK		LOAN AMT/LINE OF CREDIT

SECTION 4 - SUPPLIER TRADE REFERENCES	FIRM NAME	COMPLETE ADDRESS	PHONE/FAX NUMBER	PRODUCTS/SERVICES
	1 RJ's Construction	7701 Canoga Ave Canoga Park, CA 91304	(818) 704 4888 Larry	Construction Supply
	2 J.W. Door	14764 Oxnard Street Van Nuys, CA 91411	(818) 994 3633 Amanda/Martin	Finish Carp. Material
	3 Ferguson Enterprises	7651 Woodmann Ave Van Nuys, CA 91402	(818) 786 9720 Ruben V.	Plumbing Supply

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TERMS AND CONDITIONS

Applicant, to induce one or more of the operating subsidiaries of Builders FirstSource, Inc., its successors and assigns (collectively, "BFS") to consider providing goods and/or services on credit to Applicant, hereby agrees for itself, its successors, and permitted assigns, that the following terms and conditions shall apply to all sales of goods and/or services (the "Materials") by BFS to Applicant:

1. Applicant is applying for credit for business purposes and/or individual use. BFS has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate, reduce or increase the limits of any extension of credit at any time and withhold shipments of Materials ordered, or require cash in advance. Applicant authorizes BFS to furnish information about Applicant to credit reporting agencies and others who may lawfully receive such information.
2. All Materials shall be deemed accepted upon delivery. BFS shall not be required to obtain a signature from any representative of Applicant to confirm delivery of Materials. If Applicant does not give written notice to BFS within seven (7) calendar days from the date of Applicant's receipt of Materials, all such objections shall be deemed waived. In order to effect rejection, the Materials returned must be received within ten (10) calendar days of delivery and be accompanied by the original invoice or other proof of purchase by Applicant. Physical acceptance by BFS of Materials returned shall in no way be deemed agreement by BFS of any claim by Applicant of nonconformity or any other objection. BFS shall have a reasonable time after receipt of proper notice of rejection or of revocation of acceptance to repair or replace the Materials or refund the purchase price, with the remedy to be selected by BFS in its sole discretion. If Applicant otherwise has an outstanding balance, any refund shall be in the form of a credit to Applicant's account.
3. Except as otherwise set forth in a BFS invoice, payment is due within ten (10) calendar days from the last day of the month in which the invoice is rendered. If timely payment is not made, the account shall be past due. Applicant agrees that all amounts past due shall bear interest at the rate of eighteen percent per annum or the maximum amount allowed by law until paid and agrees to pay to BFS, in addition to the amount due, reasonable attorneys' fees, collection agency fees, court costs and other costs incurred in the normal course of collecting the debt. Acceptance by BFS of payment from any party other than Applicant shall not affect the liability of Applicant hereunder or under any invoice issued to Applicant. No claim asserted by Applicant against BFS shall relieve Applicant of its obligations to make timely payment to BFS.
4. Any waiver or non-enforcement by BFS of a breach, default, or term under this Agreement shall not be deemed a waiver of any subsequent breach, default, or enforcement of such term. Any waiver shall be reduced to writing. Any invalid provision herein shall be reformed to the degree necessary to make it enforceable to the maximum extent of the law.
5. BFS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY, OF ANY GOODS. Applicant hereby waives all other remedies, and in no event shall BFS be liable for indirect, incidental, special, consequential, or other damages suffered by Applicant or any other party for lost profit, sales, labor, injury to person or property, or any other loss. BFS may deliver certain third-party manufacturer warranties to Applicant, but BFS shall have no liability under such warranties.
6. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings regarding the sale of Materials by BFS to Applicant. This Agreement, the entire relationship of the parties hereto, and any litigation (whether grounded in contract, tort, statute, law, or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the state where the materials were delivered. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. Without limitation of the foregoing, the terms hereof shall not be modified, amended, or added to by the terms of any purchase order or similar document submitted by Applicant to BFS. This Agreement contemplates multiple sales of Materials for incorporation by Applicant into one or more improvements located on one or more subdivided or otherwise legally distinct lots, units, or parcels of real property. Applicant agrees that, on the basis of information provided by Applicant, BFS may designate on the invoice for all Materials the lot, unit, or parcel into which the Materials were to be incorporated and that such designation, in BFS's sole discretion, shall be conclusive and binding as to the use of such Materials unless Applicant provides to BFS in writing a correction of such designation within fifteen (15) calendar days from the date of such invoice. Applicant further agrees that all sales designated as aforesaid to a particular lot, unit, or parcel, from the first sale to the last sale, shall be deemed to be a part of one supply contract applicable to such lot, unit, or parcel for purposes only of determining any time requirements applicable to enforcement by BFS of any lien or collection rights against such lot, unit, or parcel or other rights of collection for such sales.
7. In the absence of a default under the payment terms set forth herein, all payments on Applicant's account shall be applied as specified by the Applicant's written instructions. In the absence of any such direction, payment shall be applied as follows: (a) first to any accrued and unpaid interest, and (b) to any other amount then due, oldest to newest. After a payment default has occurred and is continuing, payments may be applied by BFS to amounts owed in such order as BFS shall determine, in its sole discretion. In order to defray the cost of customer account administration, any credit balance or other sum owed to applicant which remains unclaimed by Applicant for a period of 12 months will become property of BFS.

Each person signing this document, individually and/or on behalf of Applicant, if a separate legal entity, represents and warrants that he or she has full power, right, and authority to bind Applicant hereunder and that the information provided above is true and complete and acknowledges receipt of a copy hereof. Photocopied or telecopied signatures hereon have the full force and effect of original signatures. We hereby authorize BFS to obtain information from all financial institutions and business entities of which BFS may from time to time make inquiry to provide to BFS such financial and trade information as BFS deems necessary and appropriate to make credit decisions. APPLICANT ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS CREDIT APPLICATION AND AGREEMENT. APPLICANT ACKNOWLEDGES BY SIGNATURE BELOW THAT APPLICANT HAS READ AND ACCEPTED ALL THE TERMS AND CONDITIONS HEREIN. ORIGINAL SIGNATURE REQUIRED - DIGITAL SIGNATURES ARE NOT ACCEPTED.

Applicant Signature: _____

Applicant Signature: _____

Printed Name: Andrew Nowaczek

Printed Name: _____

Title: President Date: 06/05/17

Title: _____ Date: _____

AUTHORIZATION FOR PERSONAL CREDIT REPORT

For the purpose of procuring, establishing and maintaining credit for the Applicant, I/we, the undersigned, hereby authorize BFS from time to time to investigate my/our personal credit worthiness including, but not limited to, obtaining and reviewing my/our personal credit report(s), and further authorize any and all suppliers, banks, savings and loans and/or other financial institutions to furnish credit information to BFS on myself/ourselves or the Applicant.

Applicant: _____

Applicant: _____

Printed Name: Andrew Nowaczek

Printed Name: _____

GUARANTY AND SURETYSHIP

In order to induce BFS to extend credit to Applicant, I/we do hereby unconditionally guarantee the accounts of Applicant. This is a continuing guaranty and shall remain in force until revoked by me or us by notice in writing but such revocation shall be effective only as to claims of BFS which arise out of transactions entered into after its receipt of such notice. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of payment of such claims. Notice of renewal or extension of time is hereby waived. Each person who signs this guarantee/application can personally be held jointly or severally liable for all amounts owing without suit having been filed first.

IN WITNESS WHEREOF, and intending to be legally bound hereby, applicant has caused this document to be executed on this 17 day of June, 2017.

Guarantor: _____

Guarantor: _____

Printed Name: Andrew Nowaczek

Printed Name: _____

Witness: _____

Witness: _____

EXHIBIT 2

File: 1823587 (CA PV)
Notice Requested by:
Dixieline Lumber Co., a subsidiary of ProBuild Company LLC
3250 Sports Arena Blvd.
San Diego , CA 92110 619-358-8490

Customer: VILLA NOVA DEVELOPING INC
Customer #: 687091
Job Name: RANCHO LOS SUENOS
Job# / PO#: 24 /
Cert #: 9314 8898 8030 0006 8069 20
APN #:

PRELIMINARY NOTICE

This is not a lien. This is not a reflection on the integrity of any contractor or subcontractor, but the notice prescribed in California Civil Code Sections 8102, 8200, et seq., 9300, et seq.

TO THE OWNER OR REPUTED OWNER(S)/PUBLIC ENTITY
RANCHO LOS SUENOS LLC
8209 A FOOTHILL BLVD STE 700
SUNLAND, CA 91040

TO THE DIRECT CONTRACTOR
VILLA NOVA DEVELOPING INC
8209 A FOOTHILL BLVD STE 700
SUNLAND, CA 91040
818-352-0935

TO THE LENDER/SURETY
Advised No Lender

Bond/Loan #

1. The following is a general description of the labor, service, equipment or materials furnished or to be furnished:

Miscellaneous Building Materials and Supplies

2. Estimated Price: **\$50,000.00**

3. The name of the person who furnished that labor, service, equipment or materials is:

Dixieline Lumber Co., a subsidiary of ProBuild Company LLC
3250 Sports Arena Blvd.

San Diego , CA 92110 6193588490

4. Date labor, service, equipment or materials first furnished: 6/20/2018

5. The name of the person who contracted for purchase of that labor, service, equipment or material is:

VILLA NOVA DEVELOPING INC
8209 A FOOTHILL BLVD STE 700,
SUNLAND, CA 91040

6. The description of the jobsite is:

RANCHO LOS SUENOS #24
10056 N WORNOM AVE,
SUNLAND, CA 91040

NOTICE TO PROPERTY OWNER

EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL, if the person or firm that has given you this notice is not paid in full for labor, service, equipment, or material provided or to be provided to your construction project, a lien may be placed on your property. Foreclosure of the lien may lead to loss of all or part of your property. You may wish to protect yourself against this by (1) requiring your contractor to provide a signed release by the person or firm that has given you this notice before making payment to your contractor, or (2) any other method that is appropriate under the circumstances. This notice is required by law to be served by the undersigned as a statement of your legal rights. This notice is not intended to reflect upon the financial condition of the contractor or the person employed by you on the construction project. If you record a notice of cessation or completion of your construction project, you must within 10 days after recording, send a copy of the notice of completion to your contractor and the person or firm that has given you this notice. The notice must be sent by registered or certified mail. Failure to send the notice will extend the deadline to record a claim of lien. You are not required to send the notice if you are a residential homeowner of a dwelling containing four or fewer units.

Dated: 6/27/2018

By: 

Laura Pavey / CRF Solutions

Authorized Agent For:

Dixieline Lumber Co., a subsidiary of ProBuild Company LLC

PROOF OF NOTICE DECLARATION

I declare that I served a copy of the above Preliminary Notice, and any related documents, by (as required by law), certified mail, postage prepaid, addressed to the above named parties, at the addresses listed above, on 6/27/2018. I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct. Executed at Simi Valley, CA on 6/27/2018.

By: 

Laura Pavey / Lien Administrator



9314 8898 8030 0006 8069 20

6/27/2018

PRODX5 1823587

RANCHO LOS SUENOS LLC
8209 A FOOTHILL BLVD STE 700
SUNLAND, CA 91040

IMPORTANT NOTICE PLEASE READ CAREFULLY

Enclosed you will find a notice that is being sent to you on behalf of Dixieline Lumber Co., a subsidiary of ProBuild Company LLC in regards to the construction project known as RANCHO LOS SUENOS 24 and located at 10056 N WORNOM AVE , SUNLAND, CA 91040.

It is important to note that this notice is not a lien nor a claim on a bond. This is a routine procedure to comply with certain state requirements that may exist and should not reflect in any way on the integrity or credit standing of any of the known interested parties associated with this job.

If any information is incorrect, or if you are not associated with this job, please do not hesitate to contact Dixieline Lumber Co., a subsidiary of ProBuild Company LLC at 619-358-8490.

EXHIBIT 3

This page is part of your document - DO NOT DISCARD



20190042717



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/15/19 AT 11:38AM

FEES:	29.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	104.00



LEADSHEET



201901152860016

00016163679



009571201

SEQ:
01

DAR - Mail (Intake)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:
DIXIELINE LUMBER CO., A SUBSIDIARY
OF PROBUILD COMPANY, LLC

Document Number:16163679



Batch Number:9571201



WHEN RECORDED MAIL TO:
DIXIELINE LUMBER CO., A SUBSIDIARY
OF PROBUILD COMPANY, LLC
c/o Michael S. Townsend, Esq.
3952 D Clairemont Mesa Blvd., Suite 456
San Diego, CA 92117

THIS SPACE FOR RECORDER'S USE ONLY

Mechanic's Lien

RECORDING REQUESTED BY:
DIXIELINE LUMBER CO., A SUBSIDIARY
OF PROBUILD COMPANY, LLC

WHEN RECORDED MAIL TO:
DIXIELINE LUMBER CO., A SUBSIDIARY
OF PROBUILD COMPANY, LLC
c/o Michael S. Townsend, Esq.
3952 D Clairemont Mesa Blvd., Suite 456
San Diego, CA 92117

THIS SPACE FOR RECORDER'S USE ONLY

Mechanic's Lien
(CLAIM OF LIEN)

The undersigned, DIXIELINE LUMBER CO., a subsidiary of PROBUILD COMPANY, LLC., referred to in this Claim of Lien as the claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the City of Sunland, County of Los Angeles, State of California, and described as follows:

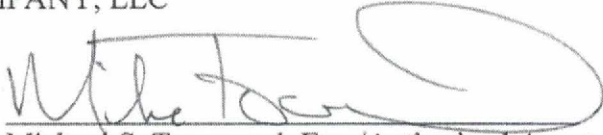
10056 N. Wornom Avenue
Sunland, CA 91040
APN# 2543-021-013

After deducting all just credits and offsets, the sum of \$113,902.16 together with interest thereon at the rate of ten percent (10%) per annum from September 1, 2018, is due claimant, for the following labor, services, equipment and/or materials furnished by claimant: miscellaneous building materials and related supplies and services.

Claimant furnished the miscellaneous building materials and related supplies and services at the request of, or under contract with: Villa Nova Development, Inc.: 8209 A Foothill Blvd, Suite 700, Sunland, CA 91040. The names and addresses of the owners, reputed owners or parties with an ownership interest in the real property are: Rancho Los Suenos, LLC: 8209 A Foothill Blvd, Suite 700, Sunland, CA 91040 (owners).

DIXIELINE LUMBER CO., a subsidiary of PROBUILD
COMPANY, LLC

Dated: January 10, 2019

By: 
Michael S. Townsend, Esq./Authorized Agent

VERIFICATION

I, the undersigned, say: I am the Attorney of Record for claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof; and the same is true to my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed on January 10, 2019 in San Diego, CA.


Michael S. Townsend

NOTICE OF MECHANIC'S LIEN ATTENTION!

Upon the recording of the enclosed MECHANIC'S LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanic's lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanic's lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanic's lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANIC'S LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

ATTORNEY (OR PARTY WITHOUT ATTORNEY): MICHAEL S. TOWNSEND, ESQ. (SBN 199143) Law Office of Michael S. Townsend 3952 D Clairemont Mesa Blvd., Suite 456 San Diego, CA 92117 AGENTS FOR (NAME): DIXIELINE LUMBER CO., A SUBSIDIARY OF PROBUILD COMPANY, LLC	TELEPHONE NO.: (858) 203-3180	
DECLARATION OF SERVICE BY CERTIFIED MAIL		

I, Teresa Sullivan, declare that I am, and was at the time of service of the papers herein referred to, over the age of eighteen years, and not a party to the action; and I am employed in the County of San Diego, California, in which county the within-mentioned mailing occurred. My business address is 3952 D Clairemont Mesa Blvd., Suite 456, San Diego, California 92117.

On January 10, 2019, I served the following document(s) entitled:

MECHANIC'S LIEN AND NOTICE OF MECHANIC'S LIEN

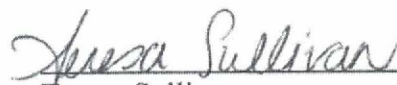
by placing copy(ies) thereof in a separate envelope for each addressee named hereafter, addressed to each such addressee respectively as follows:

Rancho Los Suenos, LLC
 8209 A Foothill Blvd, Suite 700
 Sunland, CA 91040
 (owner)

Villa Nova Development, Inc.
 8209 A Foothill Blvd, Suite 700
 Sunland, CA 91040
 (contractor)

I then sealed each envelope and placed it for mailing VIA CERTIFIED MAIL in accordance with our business' practice on January 10, 2019. I am readily familiar with our business' practice for collecting, processing and mailing correspondence and pleadings. Such correspondence and pleadings are deposited on the same day with the U.S. Postal Service in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration is executed on January 10, 2019, at San Diego, California.


 Teresa Sullivan