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

FILED
Superior Court Of California
County Of Los Angeles

SEP 26 2019

Sherri R. Carico, Executive Officer/Clerk
By Wendy Delgado, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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. 19BBCV00182
DEFAULT
PROPOSED JUDGMENT

Trial Date: None Set

NOW, THEREFORE, by reason of the law and the premises aforesaid, it is ORDERED,
ADJUDGED AND DECREED:

For Breach of Contract and Personal Guarantees:

As to defendants VILLA NOVA DEVELOPING, INC., a California corporation and
ANDREW NOWACZEK, an individual, judgment as follows:

- a. The principal sum of **\$113,902.16**;
- b. Contractual service charges calculated as follows:

Sum currently due of \$113,902.16 times 18% = \$20,502.38 (service charges at the rate

of one and a half percent (1.5 %) per month or 18% per annum as allowed under the Agreement); divided by 365 days = \$56.17 (daily); times 214 (days from November 3, 2018, to June 5, 2019) = service charges of **\$12,020.38**.

c. Attorneys' fees for the breach of contract pursuant to Civil Code section 1717 and the Court's fee schedule, Local Rule, Section 3.214, in the amount of **\$5,540.00**.

d. Costs that were necessarily incurred by plaintiff in the prosecution of this case in the amount of \$435.00 for the filing of the Complaint and \$115.00 for service of process of the Complaint. The total costs incurred are **\$550.00**.

The total judgment plaintiff requests against VILLA NOVA DEVELOPING, INC., a California corporation and ANDREW NOWACZEK, an individual, joint and several, is in the sum of **\$132,012.54**.

For Foreclosure of Mechanic's Lien on the Property:

As to defendants, RANCHO LOS SUENOS, LLC, a California limited liability company ("RANCHO LOS SUENOS");

1. There is due, owing and unpaid to plaintiff, PROBUILD COMPANY LLC, a Delaware limited liability company doing business as DIXIELINE LUMBER CO ("PROBUILD"), from defendants, VILLA NOVA DEVELOPING, INC. and ANDREW NOWACZEK, an individual, for and on account of construction building materials and related supplies and services furnished to the RANCHO LOS SUENOS property, all as alleged and set forth in said PROBUILD's Complaint.

2. The total principal the sum due under the mechanic's lien cause of action is **\$113,902.16**.

3. PROBUILD has a mechanic's lien upon said property, including any dwelling house or buildings, as the case may be, and upon the whole of the property, as in the Complaint and hereinafter described, for the money and the respective amounts hereinbefore adjudged and decreed to be due said PROBUILD.

4. All and singular the premises hereinafter described, or so much thereof as may be

1 sufficient to raise the amounts due PROBUILD, which are herein decreed to be a lien upon said
2 premises, for principal and interest, expenses and costs of suit, including the expense of sale, and
3 which may be sold separately without material injury to the parties interested, be sold at public
4 auction, by the Sheriff of the County of Los Angeles, according to law; that the said Sheriff give
5 public notice of the time and place of such sale in the manner provided by law, and according to
6 the course and practice of this Court and the law relative to the sale of real estate under execution;
7 and that the plaintiff or any person or persons may become the purchaser at such sale; and that the
8 Sheriff, out of the proceeds of said sale, retain his fees, disbursements, and commissions on said
9 sale, and pay to PROBUILD, or its attorney, out of said proceeds, its costs of suit, and the moneys
10 herein found to be a lien upon said premises, as herein before decreed, with interest thereon from
11 this date, at the rate of ten percent (10%) per annum, or so much thereof as said proceeds of said
12 sale will pay.

13 5. The said defendants RANCHO LOS SUENOS, and all persons whose interests are
14 subordinate to PROBUILD's lien, and all persons claiming or to claim from or under said
15 defendants or any of them, and all persons having or claiming to have acquired any estate or interest
16 in said premises subsequent to the commencement of this action, be forever barred and foreclosed
17 of and from all equity of redemption and claim in, of, and to said premises, and every part and
18 parcel thereof, from and after the delivery of said Sheriff's deed; and that the purchaser or
19 purchasers of said premises at such sale be let into possession thereof; and that any of the parties to
20 this action who may be in the possession of said premises, or any part thereof, and any person who,
21 since the commencement of this action, has come into possession under them, or either or any of
22 them, deliver possession thereof to such purchasers, on production of the Sheriff's deed for such
23 premises or any part thereof, and that a writ of possession issue therefore, if necessary, to obtain
24 possession of the premises sold, in the manner provided by law.

25 6. The total judgment plaintiff requests against RANCHO LOS SUENOS, for the judgment
26 on the foreclosure of mechanic's lien is in the sum of \$120,578.96. Calculated as follows:

- 27 a. The principal sum of \$113,902.16;
28 b. Interest charges calculated as follows:

Sum due at the filing of the Complaint of \$113,902.16 times 10% = \$11,390.21 (legal rate of interest, or at the rate of ten percent (10%) per annum as allowed under California law); divided by 365 days = \$31.20 (daily); times 214 (days from November 3, 2018, to June 5, 2019) = interest charges of **\$6,676.80**.

The total judgment plaintiff requests against RANCHO LOS SUENOS, LLC, for foreclosure of mechanic's lien is in the sum of **\$120,578.96**.

7. The lands and premises directed to be sold by this decree are situated in the County of Los Angeles, State of California, and are particularly described as follows:

**"10056 N. Wornom Avenue"
Sunland, CA 91040
County of Los Angeles
State of California
(Additional legal description: Los Angeles County APN 2543-021-013)**

Dated: SEP 26 2019



John J. Kralik

Honorable Judge of the Superior Court

John J. Kralik / Judge