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David W. Slayton,
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By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff Daniel T. Moore

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Daniel T. Moore, an individual,

Plaintiff,

vs.

Marta Litwin, an individual, Andrew
Nowaczek, an individual, Spring Valley
Estates, LLC, a Delaware Limited Liability
Company, and DOES 1-10, inclusive,

Defendants.

CASE NO. **23STCV09608**

COMPLAINT FOR:

**(1) BREACH OF CONTRACT;
(2) FRAUD – INTENTIONAL
MISREPRESENTATION;
(3) NEGLIGENT
MISREPRESENTATION;
(4) BREACH OF FIDUCIARY DUTY;
(5) CONCEALMENT;
(6) FALSE PROMISE**

DEMAND FOR JURY TRIAL

Plaintiff DANIEL T. MOORE complains and alleges as follows:

THE PARTIES

1. At all times herein relevant, Plaintiff DANIEL T. MOORE (“Plaintiff”) has been an individual residing in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes and based thereon alleges that, at all times relevant herein, Defendant SPRING VALLEY ESTATES, LLC (“Spring Valley”) has been a

1 limited liability company formed under the laws of the State of Delaware, with its principal place
2 of business located in the City and County of Los Angeles.

3 3. Plaintiff is informed and believes and based thereon alleges that, at all times
4 relevant herein, Defendant ANDREW NOWACZEK (“Nowaczek”) was an individual residing
5 in the County of Los Angeles, State of California, and a Manager of Spring Valley.

6 4. Plaintiff is informed and believes and based thereon alleges that, at all times
7 relevant herein, Defendant MARTA LITWIN (“Litwin”) was an individual residing in the County
8 of Los Angeles, State of California, and an employee and agent of Spring Valley and Nowaczek.

9 5. The true names and capacities, whether individual, corporate, associate, or
10 otherwise, of Defendants sued herein as Does 1 through 10, inclusive, are unknown to Plaintiff
11 who therefore sues said Defendants by such fictitious names, and Plaintiff will amend this
12 Complaint to show their names and capacities when the same have been ascertained. Plaintiff is
13 informed and believes and based thereon alleges that each of the fictitiously named Defendants
14 is in some manner responsible for the events and happenings alleged in this Complaint, is
15 responsible to Plaintiff for the damages herein alleged, and/or is subject to the jurisdiction of this
16 Court as a necessary party for the relief sought herein.

17 6. Plaintiff is informed and believes, and based thereon alleges, that all times relevant
18 herein, each of the Defendants, including Does 1 through 10, were the agent, servant, employee,
19 joint venture, investor, partner, and/or representative of every other Defendant and in doing the
20 things hereinafter alleged, was acting within the course and scope of such agency, employment,
21 service, joint venture, and/or representation and directed, aided and abetted, authorized and/or
22 ratified each and every act of wrongful conduct hereinafter alleged.

23 7. At all times herein mentioned, each of the Defendants was the co-tortfeasor of
24 each of the other defendants, acting as the agent, co-conspirator, principal, servant and/or alter
25 ego of the other.

26 8. Plaintiff is informed and believes and based thereon alleges that there is a unity of
27 interest or ownership between Spring Valley, Litwin, and Nowaczek and among certain of the
28 Doe defendants, and that they are the instrumentality, conduit, adjunct and alter-ego of certain

1 other Defendants. Plaintiff is informed and believes, and on such information and belief alleges,
2 that Spring Valley, Litwin, and Nowaczek routinely commingle funds, that Spring Valley fails to
3 adhere to formalities of a business entity, that Litwin and/or Nowaczek have treated the assets of
4 Spring Valley each as their own, and that Litwin and/or Nowaczek dominate and control Spring
5 Valley. Therefore, unless the fiction of the corporate or other entity status of the entity defendant
6 is ignored, grave injustice or an inequitable result will occur, and the avoidance of liability will
7 be sanctions to the great harm and irreparable injury of the Plaintiff. Unless judgment in this
8 action includes all Defendants, including the DOE defendants, Plaintiff will be unable to recover
9 and enforce the claims and rights herein alleged.

10 **JURISDICTION AND VENUE**

11 9. Each of the acts, events and damages alleged herein occurred in the County of Los
12 Angeles, State of California or has the proximate effect of causing damage to Plaintiff in Los
13 Angeles County. Furthermore, the real property that is the subject of this action is situated in the
14 County of Los Angeles, State of California.

15 **GENERAL ALLEGATIONS**

16 10. Plaintiff and Nowaczek have known one another for over twenty years and have a
17 long history of prior business dealings including, but not limited to, in real estate.

18 11. Based, in part, on their prior business dealings, in or around May 2015, Plaintiff
19 entered into an oral joint venture agreement with Spring Valley and Nowaczek regarding real
20 property (which, at the time of purchase, was a vacant plot of land) located at 9320 Wayside
21 Drive, Sunland, California 91040 (the "Property") whereby Plaintiff, Nowaczek, and Spring
22 Valley agreed to purchase the Property, develop the Property, thereafter sell the Property, and
23 split the profits equally from the sale of the Property between them (the "Agreement"). The
24 Agreement formed a joint venture between Moore, Nowaczek, and Spring Valley in that all
25 members had joint control over the venture, agreed to share the profits of the undertaking, and
26 had an ownership interest in the joint venture.

27 12. Pursuant to the terms of the Agreement, Plaintiff agreed to provide \$474,291.31
28 for the purchase price of the Property (\$192,000.00) as well as other "soft costs" including, but

1 not limited to, the cost of obtaining permits, the cost of retaining land surveyors, and the cost of
2 obtaining geological reports necessary to develop the Property. Pursuant to the terms of the
3 Agreement, Plaintiff would be reimbursed his initial investment in the joint venture (\$474,291.31)
4 with interest accruing at the rate of 10% per annum once the Property was sold.

5 13. In consideration for Plaintiff's investment of \$474,291.31 into the project,
6 Defendants Spring Valley and Nowaczek agreed to obtain a construction loan in the amount of
7 \$340,000.00, which would be put towards developing the Property (the "Construction Loan"), to
8 oversee the day-to-day construction on, and development of, the Property, to obtain all necessary
9 permits to develop the Property, to obtain a Certificate of Occupancy, and to oversee the sale of
10 the Property once construction had been completed which the parties agreed would be completed
11 approximately fourteen to sixteen months after Defendants Spring Valley and Nowaczek obtained
12 all necessary permits.

13 14. After entering into the Agreement, Defendant Litwin, an agent and/or employee
14 of Defendants Spring Valley and Nowaczek, was Plaintiff's primary point of contact regarding
15 the status of the development of, and construction on, the Property. After providing his initial
16 investment under the Agreement, including \$192,000.00 to purchase the Property, construction
17 on the Property began. However, Plaintiff was repeatedly informed by Defendants that
18 construction on the Property was delayed for various reasons. Plaintiff was also informed by
19 Defendants that while all necessary permits had been obtained, they were still working on
20 obtaining a Certificate of Occupancy, which was required to allow the parties to sell the Property
21 pursuant to the terms of the Agreement. Plaintiff relied on Defendants' representations as to why
22 construction on the Property was continuously delayed, and on Defendants' assurances that they
23 would obtain a Certificate of Occupancy for the Property.

24 15. On or about February 20, 2018, and without Plaintiff's knowledge, authorization
25 or consent, Defendants refinanced the Property with a loan from First General Bank in the amount
26 of \$566,600.00 (the "First General Loan"). Upon information and belief, Defendants used
27 \$340,000.00 of the First General Loan to pay off the balance on the Construction Loan in breach
28 of the Agreement, and used the remaining \$226,000.00 to pay for sewer hookups on Defendants'

1 other real estate. Defendants effectively used the First General Loan funds to pay for
2 improvements on their own properties in breach of the Agreement. Refinancing the Property was
3 never contemplated as part of the Agreement and Plaintiff would have never agreed to it.

4 16. On or about January 18, 2019, and without Plaintiff's knowledge, authorization or
5 consent, Defendants refinanced the Property once again with a loan from Anchor Loans LP (the
6 "Anchor Loan") in the amount of \$945,000.00. Upon information and belief, Defendants used
7 part of the funds from the Anchor Loan to pay off the First General Loan in full, leaving
8 Defendants with \$379,000.00 left over. Upon information and belief, Anchor Loans LP paid off
9 numerous Mechanics Liens on the Subject Property and released \$309,051.12 to Defendants,
10 which Defendants pocketed as their own money.

11 17. Plaintiff grew concerned about the status of developing the Property, given the
12 numerous construction delays as well as the delays in obtaining a Certificate of Occupancy.
13 Plaintiff began to seek information on a weekly basis from Defendants as to the status of the
14 project. In response, Litwin, acting on behalf of Nowaczek and Spring Valley, continuously
15 reassured Plaintiff that the project was on track and that they would obtain the Certificate of
16 Occupancy.

17 18. In or around April 2021, Plaintiff once again inquired as to the status of
18 construction on the Property. In response to his inquiry, Litwin told Plaintiff that construction
19 crews were scheduled to begin pouring concrete on the driveway of the Property within a few
20 days. Plaintiff arrived at the Property to observe the pouring of concrete on the driveway but did
21 not see any construction crews, or anyone else, working on the Property. Instead, he saw an
22 Eviction Notice on the Property issued by Anchor Loans, LP. Unbeknownst to Plaintiff, the
23 Property had been foreclosed on several months prior. Defendants never disclosed the refinancing
24 they took on the Property, or that the Property had been foreclosed on, to Plaintiff.

25 19. When Plaintiff confronted Nowaczek regarding the Eviction Notice, Nowaczek
26 told Plaintiff that he was "caught in a bind" and again reassured Plaintiff that Defendants would
27 obtain a Certificate of Occupancy so that Plaintiff could sell the Property.

28 20. Plaintiff quickly began efforts to recover his investment in the joint venture and

1 the Property. On or about April 29, 2021, Plaintiff, by and through a company he solely owns
2 and operates, purchased the Property for \$1,200,739.57 from Anchor Loans, LP through a line of
3 credit at an interest rate of 8.5% per annum.

4 21. Following Plaintiff's purchase of the Property from Anchor Loans, LP in April
5 2021, years of deceit at the hands of Defendants began to surface.

6 22. For example, while Defendants agreed to obtain all necessary permits to develop
7 the Property under the terms of the Agreement, Plaintiff learned that Defendants obtained several
8 building permits for the Property by falsifying information related to the Property, including, but
9 not limited to, information related to the width of the street the Property as located on. As a result
10 of Defendants' failure to properly obtain all building permits, Plaintiff has been unable to obtain
11 a Certificate of Occupancy.

12 23. As alleged hereinabove, Defendants agreed to obtain all necessary building
13 permits and a Certificate of Occupancy for the Property under the Agreement. After entering into
14 the Agreement and continuing until at least January 2023, Defendants represented that they
15 properly obtained all necessary building permits and repeatedly assured Plaintiff that they will
16 obtain a Certificate of Occupancy. Defendants knew these representations and assurances were
17 false when they were made. On information and belief, Defendants knew that they did not obtain
18 all necessary building permits and provided false information to obtain several of the permits.
19 Defendants also never obtained a Certificate of Occupancy in further breach of the Agreement.
20 Upon information and belief, Defendants have continuously assured Plaintiff that they will obtain
21 a Certificate of Occupancy so that Plaintiff would rely on these assurances and not pursue legal
22 action against Defendants for the acts described herein. Instead, and as a direct and proximate
23 result of Defendants' actions, and each of them, as alleged herein, Plaintiff has been unable to sell
24 the Property and, instead, continues to accrue interest at the rate of 8.5% per annum on the line
25 of credit obtained to purchase the Property once it fell into foreclosure. For their part, Defendants
26 abandoned the project in breach of the Agreement, and on information and belief, pocketed at
27 least \$580,000.00 for themselves.

28 24. Plaintiff's injuries include all losses proximately caused by the deficiencies,

1 breaches, misrepresentations, false promises, and concealments alleged herein. The total
2 measurement of Plaintiff's damages is believed to exceed one million dollars (\$1,000,000.00) and
3 will be finally proven at trial.

4 **FIRST CAUSE OF ACTION**

5 **BREACH OF ORAL CONTRACT**

6 **(Against Defendants Spring Valley and Nowaczek)**

7 25. Plaintiff repeats, repleads and realleges paragraphs 1 through 24, inclusive, set
8 forth above, and incorporates them herein by this reference.

9 26. Plaintiff and Defendants Spring Valley and Nowaczek entered into an oral
10 agreement in or around May 2018 which obligated Defendants to obtain the Construction Loan,
11 obtain all necessary building permits for the development of the Property, oversee the
12 construction and development of the Property, which the parties contemplated would be
13 completed approximately fourteen to sixteen months after Defendants obtained all necessary
14 building permits, obtain a Certificate of Occupancy for the Property, and list and sell the Property.

15 27. Plaintiff has fully performed and satisfied all of the conditions and covenants
16 required to be performed on his part pursuant to the terms of the Agreement, or was excused from
17 performing them.

18 28. Defendants commenced their performance of the Agreement by using the money
19 Plaintiff invested in the project under the terms of the Agreement, and obtaining the Construction
20 Loan.

21 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
22 breached the Agreement by failure to comply with the terms thereof, including, without limitation,
23 (i) refinancing the Property, without Plaintiff's knowledge, authorization or consent, with a loan
24 from First General Bank in the amount of \$566,600.00 and using proceeds of the First General
25 Loan to pay off the Construction Loan and make various improvements on Defendants' own
26 properties; (ii) refinancing the Property, without Plaintiff's knowledge, authorization or consent,
27 with a loan from Anchor Loans, LP, and using some of the funds from the Anchor Loan to pay
28 off the First General Loan while pocketing the remainder of the funds; (iii) allowing the Property

1 to fall into foreclosure and failing to disclose the same to Plaintiff; (iv) providing falsified
2 information to obtain certain building permits and failing to disclose the same to Plaintiff; (v)
3 failing to obtain all necessary building permits to complete construction and development of the
4 Property; (vi) failing to obtain a Certificate of Occupancy for the Property despite repeated
5 assurances to do so; and (vii) failing to complete the construction and development of the Property
6 in order to list it for sale.

7 30. As a direct and proximate result of Defendants' breaches of the Agreement,
8 Plaintiff has been injured as alleged in this Complaint in an amount to be finally proven at trial,
9 but upon information and belief, is in excess of \$1,000,000.

10 **SECOND CAUSE OF ACTION**

11 **FRAUD**

12 **(Against All Defendants)**

13 31. Plaintiff repeats, repleads and realleges paragraphs 1 through 30, inclusive, set
14 forth above, and incorporates them herein by this reference.

15 32. Defendants Spring Valley and Nowaczek falsely promised to perform under the
16 Agreement as specifically alleged herein. For example, Defendants promised to obtain the
17 Construction Loan in order to finance the construction and development of the Property to
18 thereafter sell the Property approximately fourteen to sixteen months after obtaining proper
19 building permits, and to split the proceeds from sale between Plaintiff and Defendants Spring
20 Valley and Nowaczek equally. Defendants knowingly made these representations to Plaintiff to
21 induce Plaintiff to enter into the Agreement and provide the initial investment to, among other
22 things, purchase the Property. Defendants made these false promises and representations to
23 Plaintiff orally. Defendants induced Plaintiff to detrimentally rely on these false representations
24 and promises, and in reliance on these promises, Plaintiff agreed to enter into the Agreement.

25 33. Moreover, as further alleged herein, Defendants repeatedly represented to Plaintiff
26 that they would obtain a Certificate of Occupancy for the Property. Litwin, on behalf of
27 Defendants Spring Valley and Nowaczek intentionally and repeatedly, and continuing until at
28 least January 2023, made promises and assurances to Plaintiff that Defendants would obtain the

1 Certificate of Occupancy. Defendants knowingly made these misrepresentations to Plaintiff in
2 order to induce Plaintiff not to take immediate legal action.

3 34. Defendants induced Plaintiff to detrimentally rely on the false promise that they
4 would obtain a Certificate of Occupancy for the Property, and this detrimental reliance occurred
5 well into 2023, as specifically alleged herein. In reliance on Defendants' false promises, Plaintiff,
6 believing that Defendants would deliver on their promise to obtain a Certificate of Occupancy,
7 opted not to take more immediate legal action against Defendants.

8 35. Defendants' additional misrepresentations to Plaintiff include, but are not limited
9 to, the following:

- 10 a. Falsifying information in order to obtain building permits, and failing to
11 disclose the same to Plaintiff;
- 12 b. Misrepresenting the reasons for the repeated delays related to construction
13 and development of the Property; and
- 14 c. Misrepresenting that construction on the Property was ongoing, including,
15 but not limited to, Litwin's misrepresentation to Plaintiff in or around April
16 2021 that construction crews would be laying concrete on the driveway of
17 the Property within a few days.

18 36. As a result of Plaintiff's long-standing history of doing business with Defendants,
19 Plaintiff reasonably and detrimentally relied on each of Defendants' misrepresentations as alleged
20 herein.

21 37. Defendants' conduct alleged herein was a substantial factor in causing injury to
22 Plaintiff, including, but not limited to, preventing Plaintiff from being able to resell the Property,
23 as well as in the form of reduced property value, among others. As a direct and proximate result
24 of Defendants' misrepresentations, as alleged herein, Plaintiff suffered, and continues to suffer,
25 substantial damages, including compensatory damages and lost profits, in excess of
26 \$1,000,000.00 and according to proof at trial.

27 38. Defendants' acts alleged above were willful, wanton, malicious, oppressive, and
28 undertaken with intent to defraud Plaintiff, and justify the award of exemplary and punitive

1 damages.

2 **THIRD CAUSE OF ACTION**
3 **NEGLIGENT MISREPRESENTATION**

4 **(Against All Defendants)**

5 39. Plaintiff repeats, repleads and realleges paragraphs 1 through 38, inclusive, set
6 forth above, and incorporates them herein by this reference.

7 40. At the time of Defendants' misrepresentations (or ratification thereof), as further
8 alleged hereinabove, Defendants had a duty to disclose the true facts related to the Property to
9 Plaintiff. In the event that any of the representations alleged herein were not made intentionally
10 or deliberately, the representations were negligently made, performed, committed and constitute
11 negligent misrepresentations.

12 41. As a direct and proximate result of Defendants' misrepresentations, Plaintiff has
13 suffered damages in an amount to be proven at trial, but believed to be in excess of \$1,000,000.00.

14 **FOURTH CAUSE OF ACTION**
15 **BREACH OF FIDUCIARY DUTY**
16 **(Against All Defendants Spring Valley and Nowaczek)**

17 42. Plaintiff repeats, repleads and realleges paragraphs 1 through 41, inclusive, set
18 forth above, and incorporates them herein by this reference.

19 43. By and through the Agreement between Plaintiff, on the one hand, and Defendants
20 Spring Valley and Nowaczek, on the other hand, Plaintiff and Defendants Spring Valley and
21 Nowaczek created a joint venture of which they owed one another a fiduciary duty of reasonable
22 care and loyalty. As an agent of Spring Valley and Nowaczek, Litwin also owed Plaintiff a
23 fiduciary duty of reasonable care and loyalty.

24 44. As joint venturers, Defendants were tasked with acting on Plaintiff's behalf to
25 oversee the construction and development of the Property, and had a duty of reasonable care and
26 loyalty to Plaintiff in connection therewith.

27 45. As further alleged herein, Defendants concealed material facts from Plaintiff
28 regarding the Property, including, but not limited to, the fact that they obtained the First General

1 Loan and the Anchor Loan against the Property and used a portion of those funds for their own
2 projects. Defendants then allowed the Property to fall into foreclosure and failed to disclose the
3 same to Plaintiff.

4 46. By, amongst other things, allowing the Property to be foreclosed on and by failing
5 to disclose the same to Plaintiff, Defendants failed to act as reasonably careful as a joint venturer
6 would have acted under similar circumstances to protect Plaintiff's investment and interest in the
7 Property.

8 47. As a direct and proximate result of the foregoing wrongful conduct on the part of
9 the Defendants, Plaintiff suffered substantial and continuing damages and is entitled to recover
10 compensatory and other further, direct and consequential damages, in an amount to be proven at
11 trial but believed to be in excess of \$1,000,000.00.

12 48. Defendants' acts alleged above were willful, wanton, malicious, oppressive, and
13 undertaken with intent to defraud Plaintiff, and justify the award of exemplary and punitive
14 damages.

15 **FIFTH CAUSE OF ACTION**

16 **CONCEALMENT**

17 **(Against All Defendants)**

18 49. Plaintiff repeats, repleads and realleges paragraphs 1 through 48, inclusive, set
19 forth above, and incorporates them herein by this reference.

20 50. Plaintiff and Defendants were business partners and joint venturers with respect to
21 the Property, as further alleged herein.

22 51. Defendants intentionally failed to disclose certain information regarding the
23 Property, including, but not limited to, the First General Loan, the Anchor Loan, Defendants' use
24 of the funds from the First General Loan and the Anchor Loan in contravention and breach of the
25 Agreement, the foreclosure of the Property, the failure to obtain all necessary building permits,
26 the falsification of information to obtain certain building permits, and the failure to obtain a
27 Certificate of Occupancy.

28 52. Plaintiff did not know and was not aware of these concealed facts.

53. Defendants intended to deceive Plaintiff by concealing these facts.

54. Had the omitted information been disclosed to Plaintiff, Plaintiff reasonably would have behaved differently.

55. Defendants' concealment was a substantial factor in causing Plaintiff harm.

56. As a direct and proximate result of Defendants' concealment as alleged herein, Plaintiff was harmed in an amount to be proven at trial but believed to be in excess of \$1,000,000.00.

57. Defendants' acts alleged above were willful, wanton, malicious, oppressive, and undertaken with intent to defraud Plaintiff, and justify the award of exemplary and punitive damages.

SIXTH CAUSE OF ACTION

FALSE PROMISE

(Against All Defendants)

58. Plaintiff repeats, repleads and realleges paragraphs 1 through 57, inclusive, set forth above, and incorporates them herein by this reference.

59. Defendants, and each of them, made several promises to Plaintiff, including, but not limited to, promising to oversee the construction and development of the Property using funds obtained through the Construction Loan, promising to properly obtain all building permits, promising to complete construction and development of the Property approximately fourteen to sixteen months after obtaining all necessary building permits, obtaining a Certificate of Occupancy for the Property, listing and selling the Property, and, thereafter, reimbursing Plaintiff for his initial investment in the Property and splitting the remaining sale proceeds equally with Plaintiff.

60. Defendants, and each of them, did not intend to perform these promises when they were made.

61. Defendants, and each of them, intended that Plaintiff rely on these promises, and Plaintiff reasonably relied on Defendants' promises, as alleged herein.

62. Defendants did not perform the promised acts, as alleged hereinabove. Moreover,

1 Defendants continued to promise Plaintiff that they would obtain a Certificate of Occupancy
2 continuing until at least January 2023 and, upon information and belief, did so intending for
3 Plaintiff to rely on these promises so that Plaintiff would not take more immediate legal action
4 against Defendants. Defendants have still not performed their promised acts including, but not
5 limited to, obtaining a Certificate of Occupancy.

6 63. Plaintiff's reliance on Defendants' promises was a substantial factor in causing
7 him harm in an amount to be proven at trial but believed to be in excess of \$1,000,000.00.

8 64. Defendants' acts alleged above were willful, wanton, malicious, oppressive, and
9 undertaken with intent to defraud Plaintiff, and justify the award of exemplary and punitive
10 damages.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, jointly
14 and severally, for the full measurement of Plaintiff's injuries caused by Defendants as alleged
15 herein, as follows:

16 **AS TO THE FIRST CAUSE OF ACTION:**

- 17 1. For compensatory damages in excess of \$1,000,000.00 and in further sum
18 according to proof at trial.

19 **AS TO THE SECOND CAUSE OF ACTION:**

- 20 1. For compensatory damages in excess of \$1,000,000.00 and in further sum
21 according to proof at trial.
22 2. For exemplary and punitive damages.

23 **AS TO THE THIRD CAUSE OF ACTION:**

- 24 1. For compensatory damages in excess of \$1,000,000.00 and in further sum
25 according to proof at trial.

26 **AS TO THE FOURTH CAUSE OF ACTION:**

- 27 1. For compensatory damages in excess of \$1,000,000.00 and in further sum
28 according to proof at trial.

2. For exemplary and punitive damages.

AS TO THE FIFTH CAUSE OF ACTION:

1. For compensatory damages in excess of \$1,000,000.00 and in further sum according to proof at trial.

2. For exemplary and punitive damages.

AS TO THE SIXTH CAUSE OF ACTION:

1. For compensatory damages in excess of \$1,000,000.00 and in further sum according to proof at trial.

2. For exemplary and punitive damages.

AS TO ALL CAUSES OF ACTION:

1. For prejudgment interest.

2. For reasonable attorneys' fees if permitted by contract or statute.

3. For costs of suit incurred herein.

4. For such other and further relief as the court deems just and proper.

Grant | Shenon
A Professional Law Corporation

Dated: April 28, 2023

By: /s/ Olga Viner
Olga Viner
Attorneys for Plaintiffs