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9000 Arlington Ave, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

9000 ARLINGTON AVE LLC, a California) Case No.: 24STCV20902
Limited Liability Company;)
Plaintiff,) UNLIMITED CIVIL
v.)
ULTIMATE FLOORS & REMODEL, LLC, a) Complaint filed: August 19, 2024
California Limited Liability Company; KARINA) Assigned: Judge William F. Fahey
CASTILLO ROMERO, an individual; CITY) Dept: 69
PLUMBING & ROOTER, a California) Trial Date: October 27, 2025
corporation; ANDY BERNABE TORRES, an)
individual, doing business as ULTIMATE)
ELECTRICAL; BUSINESS ALLIANCE)
INSURANCE COMPANY, a California)
corporation; and DOES 1 through 50, inclusive,)

Defendants.)
ANDY BERNABE TORRES, an individual,)
doing business as ULTIMATE ELECTRICAL,)
Cross-Complainants)
v.)
9000 ARLINGTON AVE, LLC, a California)
limited liability company; and ROES 1 through)
20, inclusive,)
Cross-Defendants.)

1 **I. THE PARTIES**

2 Plaintiff 9000 ARLINGTON AVE, LLC (“9000” or “Plaintiff”) is hereby represented by
3 Leah Schoen, Esq. of The Green Law Group, LLP. Defendant, ULTIMATE FLOORS &
4 REMODEL, LLC (“ULTIMATE”) is represented by Kenneth O. Taylor III, Esq. of Resnick &
5 Louis, P.C. Defendant/Cross-Complainant ANDY BARNADE TORRES dba ULTIMATE
6 ELECTRIC (“TORRES”) is represented by Jeffrey S. Benice, Esq. Defendant/Cross-Complainant
7 BUSINESS ALLIANCE INSURANCE COMPANY (“BAIC”) is represented by David Dorenfeld,
8 Esq. Defendant, CITY PLUMBING & ROOTER is unrepresented and in Default (collectively the
9 “Defendants”). Defendant KARINA CASTILLO ROMERO, individually, was dismissed by this
10 Court without prejudice due to her pending bankruptcy filing.

11 **II. PLAINTIFF’S COMPLAINT**

12 (1) Breach of Contract

13 On or about November 8, 2023, Plaintiff and ULTIMATE entered into an agreement to
14 perform work at Plaintiff’s property, 2376 Palm Drive Calabasas, California (“Subject Property”)
15 for the initial sum of \$219,740.09 (the “Project”). Thereafter ULTIMATE agreed to perform
16 additional work for Plaintiff on the Subject Property increasing the cost of the Project and for which
17 Plaintiff paid no less than \$500,000.00. At the time the agreement was entered, Ultimate Floors
18 demanded, and Plaintiff paid a deposit of \$84,422.75 (excess of the amount allowed by law and in
19 violation of California Business & Professions Code (B&P) §7159.5. The agreement entered into
20 by the parties failed to comply with B&P 7159(c)(3)(B)(ii) [“Notice of Cancellation”];
21 7159(c)(4)[“Lien Waiver”];7159(c)(5), 7159(e)(3)(A), 7159.6 [“Change-Order Form”];
22 7159(d)(3), 7159(d)(4), 7159(d)(9)(A), 7159(d)(9)(C), 7159.5, 7159(e)(3)(B), 7159.6,
23 7159(e)(3)(C), 7159(e)(4), 7159(e)(5) [“Form Requirements”]; 7159(d)(8)(A)-(C), 7159.5
24 [“Downpayment”]; 7159(d)(13), 7159.6 [“Change Orders/Extra Work”]; 7159(e)(1) [“CGL
25 Notice”]; and 7159(e)(2) [“Workers Comp”].

26 In entering the agreement, ULTIMATE covenanted and agreed to furnish work in a
27 workmanlike manner in accordance with trade standards. Plaintiff performed all obligations
28 required under the agreement except for those excused by Defendants breaches as alleged. On or

1 about April 13, 2024, ULTIMATE ceased working on the Subject Property and it was at this time
2 that Plaintiff discovered numerous defects in the work performed by ULTIMATE and its
3 subcontractors. As a direct and proximate result of the defective work performed by ULTIMATE
4 and its subcontractors, Plaintiff has incurred costs, legal expenses, attorneys' fees and costs.

5 (2) Negligence

6 Plaintiff alleges that Defendants owed Plaintiff a duty of care to perform their respective
7 obligations competently and in conformity with accepted trade and industry standards. Defendants
8 breached their duty of care when they negligently and carelessly performed their work. As a direct
9 and proximate result of the negligence of Defendants, Plaintiff has suffered damages which include
10 but are not limited to the cost of repair due to faulty installation of flooring, plumbing and electrical
11 systems, faulty roofing work, improperly manufactured, assembled and installed custom cabinetry,
12 interior and exterior walls, roofing and exterior components damaged by water intrusion, damaged
13 flooring, incurring excess living expenses, including rent and utilities for alternative housing,
14 planning and permitting costs, engineering and architectural costs, expert costs, legal expenses,
15 including attorney's fees and costs.

16 Since Defendants did not pull any of the required permits for the work performed at the
17 property Plaintiff received a Stop Work Order and Notice of Violation from the City of Calabasas
18 on October 18, 2024 (9AL-000168-179). The Stop Work Order required that all work occurring at
19 the Subject Property stop until all rehabilitation building permits were secured. The issued Notice
20 of Violation declared the Subject Property as "substandard and a public nuisance." Plaintiff
21 submitted the required Rehabilitation Building Permit Construction Plans and paid all fees/fines to
22 the City of Calabasas in December of 2024. As of July of 2025, Plaintiff has paid \$32,033.08 to
23 the City of Calabasas (over \$14,000.00 in "Investigative Fees for Work without a Permit") and has
24 ceased all work pending permit issuance from the City of Calabasas.

25 On or about April 13, 2024, Romero took it upon herself to essentially stop all further work
26 on the property. It was during this stall in the work process that I discovered numerous defects in
27 the work performed by Defendants and the hired subcontractors including but not limited to: faulty
28 installation of flooring, plumbing and electrical systems; faulty roofing work; improperly

1 manufactured, assembled and installed custom cabinetry, characterized by missing panels, uneven
2 coloring, grain patterns, and alignment, which were delaminating, splitting and cracking, and other
3 defects, all of which has caused damage to Plaintiff's real and personal property including, among
4 other elements, interior and exterior walls, wood and stone flooring, windows, and cabinets,
5 creating a condition of continuous and ongoing damage, which continues to this day.

6 (3) Breach of Warranty

7 Plaintiff alleges that Defendants expressly warranted verbally, and also impliedly that the
8 work to be performed would be of the highest standards and in accordance with applicable law
9 (federal, state, municipal, ordinances, rules and regulations) and that the completed Project would
10 be fit for its intended use and purpose, sound, free of all material defects and design and constructed
11 for its intended purposes. Defendants further warranted that all materials, products and equipment
12 used and incorporated into the Project would be of the highest quality free from defects in
13 manufacture and installation and would perform as intended. Plaintiff relied on Defendants express
14 and implied representations and paid for the work as it progressed. Defendants breached said
15 warranties in that the work, services, materials, and products were not properly constructed, and
16 were defective. Upon discovering the defective nature of the work performed by Defendants,
17 Plaintiff requested that they be rectified however Defendants failed and refused to rectify said items
18 and where efforts were made to do so, they failed. As a direct and proximate result of the foregoing
19 negligence, carelessness, unworkmanlike conduct, actions and/or omission, and breaches of
20 warranty by said Defendants, and each of them, Plaintiff has suffered damages including but not
21 limited to the cost to repair damage caused by faulty installation of flooring, plumbing and electrical
22 systems, faulty roofing work, improperly manufactured, assembled and installed custom cabinetry,
23 all of which is and has caused damage to Plaintiff's real and personal property including the interior
24 and exterior walls, roofing and exterior components which have been damaged by water intrusion,
25 damaged wood and stone flooring, faulty cabinets, excess living expenses, expert fees, legal fees,
26 engineering and architectural costs, planning and permitting costs, attorneys fees and costs.

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(4) Violation of Business & Professions Code 7031- Recovery of Payments to
Unlicensed Contractor

The work that Defendant Ultimate Floors was to perform is the type for which a valid contractor's license issued by the State of California Department of Consumer Affairs is required. Defendant Ultimate Floors failed to hold an active California Contractors License at the time of contracting with Plaintiff and throughout majority of the Project. Defendant Ultimate Floors became licensed only during the Project (on or about March 12, 2024) and then solely as a limited specialty clean-up contractor and not as a general contractor, or a contractor holding a specialty classification. Defendant Ultimate Floors obtained licensure just a month before ceasing work and as such was unlicensed during nearly the entirety of the work paid for by Plaintiff. A person who utilizes the services of an unlicensed contractor may bring an action in any court of competent jurisdiction in this state to recover all compensation paid to the unlicensed contractor for performance of any act or contract. Plaintiff is further informed and believes that the doctrine of substantial compliance is not applicable here as Ultimate Floors was not licensed, at the time it began work on the Project or throughout the full performance of the work on the Project. In accordance with B&P 7031(b) Plaintiff shall recover all amounts paid to Ultimate Floors, as well as treble damages and attorneys fees pursuant to Code of Civil Procedure 1029.8.

By mid-November 2023, I requested that Defendants perform additional work on the property, that work is reflected in additional invoices issued by Ultimate Floors and the corresponding payments issued below: Invoice No. 1071 - \$82,973.00, Invoice No. 1078 - \$21,754.31, Invoice No. 1083 - \$7,000.00, Invoice No. 1095 - \$37,000.00, Invoice No. 1086 - \$2000.00, Invoice No. 1090 - \$7,800.00, Invoice No. 1091 - \$12,450.00, Invoice No. 1080 - \$29,650.00, Invoice No. 1079 - \$1,405.00, Invoice No. 1079 - \$2,238.50, Invoice No. 1082 - \$37,000.00, Invoice No. 1088 - \$3,710.00, Invoice No. 1102 - \$9,000.00, Invoice No. 1103 - \$11,700.00, Invoice No. 1104 - \$14,250.00, Invoice No. 1107 - \$5,800.00, Invoice No. 1108 - \$12,625.00, Invoice No. 1111 - \$7,068.75, Invoice No. 1115 - \$10,766.25, Invoice No. 1116 - \$6,090.00, Invoice No. 1117 - \$5,660.00, Invoice No. 1120 - \$3,300.00, Invoice No. 1121 - \$39,400.00, Invoice No. 1127 - \$23,800.00, Invoice No. 1135 - \$25,564.00, Invoice No. 1085 -

\$9,000.00, Invoice No. 1110 - \$14,250.00, Invoice No. 1107 - \$146,036.79, Invoice No. 1103-\$11,700.00, Invoice No. 1102- \$9,000.00, Invoice No. 1108- \$12,625.00, Invoice No. 1088-\$3,710.00.

By April of 2024, I had paid Romero (individually) and Ultimate Floors a total of \$524,115.54, the payments issued are identified below:

Date	Amount	Method	Remitted To
11/08/23	\$84,422.75	Check #361	Ultimate Floors & Remodel or CMS
11/17/23	\$52,783.80	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.
11/20/23	\$67,658.68	Check #364	Ultimate Floors & Remodel LLC
11/30/23	\$74,236.08	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.
12/14/23	\$43,0000.00	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.
12/28/23	\$42,835.00	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.
01/18/24	\$59,179.28	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.
01/31/24	\$25,000.00	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.
02/23/24	\$50,000.00	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.
03/14/24	\$25,000.00	Wire Transfer	Karina Castillo Romero 3230 Cherokee St.

(5) Recovery on License Bond

On or about February 6, 2024, Business Alliance Insurance Company (BAIC) issued to Ultimate Floors a license bond (no. G140206007551) (the “Bond”) in the amount of \$25,000.00, for the purpose of ensuring that members of the public, including Plaintiff, receive compensation for financial harm if a contractor fails to comply with licensing regulations. Ultimate Floors failed to comply with the Business and Professions Code by failing to perform the work competently and in a workmanlike manner and in accordance with accepted trade standards, demanding a deposit in excess of the sum permitted by law, failing to maintain a contractor’s license, failing upon demand to remedy defects in the work, failing to obtain building permits and failing to honor its express and implied warranties. Plaintiff is among the class of people for whom the Bond is intended to benefit and as such seeks recovery of the penal amount of the Bond.

1 CSLB Accusation Against Ultimate Floors and Karina Romero

2 On June 10, 2025, Brian Melvin, Supervising Special Investigator I of the Contractors' State
3 License Board Department of Consumer Affairs submitted an Accusation against Ultimate Floors
4 & Remodel, LLC, Karina Castillo Romero, RMM. (Case No. N2024-204).

5 The Accusation states that at the time ULTIMATE contracted with Cole Moscatel,
6 managing member of 9000 Arlington LLC (Plaintiff), ULTIMATE did not have a contractor's
7 license and did not obtain one until March 12, 2024. Further, the contract between ULTIMATE and
8 Plaintiff had several deficiencies such as failure to include contractor's license number, a notice
9 regarding excessive down payments, an approximate start date, an approximate completion date, a
10 mechanics lien notice, a notice regarding the CSLB, and a three-day right to cancel. ULTIMATE
11 required a down payment of \$84,422.75, exceeding the maximum amount allowed by law. During
12 the investigation, it was discovered that ULTIMATE failed to obtain the required building permits
13 from the City of Calabasas, including a building alteration permit, a plumbing permit, and an
14 electrical permit. The work performed by ULTIMATE exceeded the scope of its license
15 classification. The Project required a Class B General Building Contractor license, but ULTIMATE
16 was only licensed as a Classification D-63 for Construction Cleanup. ULTIMATE subsequently
17 added Classification B to its Contractor's License on November 21, 2024, after it had ceased
18 working on the Project. A CSLB expert inspected the Subject Property on or about October 3,
19 2024, and determined that the work performed by ULTIMATE did not meet trade standards. The
20 CSLB is requesting the revocation or suspension of ULTIMATE's contractors license and has set
21 a hearing in January 2026.

22 **III. CROSS-COMPLAINT OF ANDY BERNABE TORRES AGAINST CROSS-**
23 **DEFENDANT 9000 ARLINGTON LLC**

24 On or about October 21, 2024, Defendant/Cross-Complainant Torres filed a Cross
25 Complaint against Plaintiff alleging causes of action for (1) Breach of Contract and (2) Common
26 Counts for Goods and Services Rendered praying for relief in the amount of \$68,000.00. On
27 October 20, 2025, Cross-Complainant Torres sat for his deposition in this case and admitted that
28 he did not have a written or oral contract with Plaintiff and that the oral contract was with

1 Defendant, ULTIMATE. Cross-Complainant Torres was asked if he had ever submitted a written
2 invoice to Plaintiff for the work performed and Cross-Complainant Torres indicated that it was only
3 ever provided to Defendant, ULTIMATE. Plaintiff's records reflect that payment was issued to
4 Defendant ULTIMATE for the electrical work performed by Defendant TORRES. In the deposition
5 of Karina Romero, Person Most Knowledgeable for ULTIMATE, she admits that she did not pay
6 Defendant TORRES while acknowledging that there was only ever a contract between ULTIMATE
7 and TORRES (and not Plaintiff).

8 **IV. PLAINTIFF'S SETTLEMENT POSITION**

9 Plaintiff's complaint seeks compensatory damages according to proof for not less than
10 \$750,000.00 for professional and technical fees (aka Stearman fees), according to proof; for loss of
11 use, relocation, storage and related expenses, according to proof; for loss of value and residual loss
12 of value damages, according to proof, for disgorgement and return of all sums paid for the work
13 pursuant to B&P 7031 in a sum no less than \$600,000; for treble damages and attorneys fees and
14 costs pursuant to Code of Civil Procedure 1029.8, according to proof; for the penal sum of the
15 Bond, according to proof; for interests and costs of suit incurred and for such other relief as the
16 court deems just and proper. Plaintiff's damages calculation between disgorgement of funds
17 received (\$550,000.00), penalties for failure to pull permits by the City of Calabasas (\$32,022.00),
18 project repairs (\$845,000.00) and personal property damage caused by ULTIMATE's failure to
19 properly perform the contracted scope of work the total is over \$1,900,000.00. Code of Civil
20 Procedure 1029.8 explicitly permits recovery of attorney's fees in disgorgement actions and when
21 added to the total damages calculation the amount exceeds over \$2,000,000.00. Plaintiff therefore
22 seeks recovery of ULTIMATE's insurance carrier policy limit of \$2,000,000.00.

23 Dated: October 21, 2025

THE GREEN LAW GROUP, LLP

25 By:


26 Scott Thomas Green
27 Matthew T. Bechtel
28 Leah S. Schoen
Attorneys for Plaintiff
9000 Arlington Ave, LLC

PROOF OF SERVICE

1 STATE OF CALIFORNIA, COUNTY OF VENTURA

2
3 I am employed in the County of Ventura, State of California. I am over the age of 18 and
4 not a party to the within action. My business address is: 1777 E. Los Angeles Ave., Simi Valley,
California 93065.5
6 On **October 21, 2025**, I served the foregoing document described as: **MANDATORY**
SETTLEMENT CONFERENCE BRIEF, on all interested parties in this action as follows:

7 Jeffrey S. Benice, Esq. BENICE LAW, a Professional Law Corporation 3080 Bristol St., Sixth Fl., Suite 630 Costa Mesa, CA 92626 jsb@jeffreybenice.com	8 Attorney for Defendants/Cross-Complainants Andy Bernabe Torres dba Ultimate Electric Ultimate Floors & Remodel, LLC Karina Castillo Romero
11 Kenneth O. Taylor, III, Esq. RESNICK & LOUIS, P.C. 9891 Irvine Center Drive, Suite 200 Irvine, CA 92618 Ktaylor@rlattorneys.com srosenkranz@rlattorneys.com	12 Attorney for Defendants Ultimate Floors & Remodel, LLC Karina Castillo Romero
15 David K. Dorenfeld, Esq. DORENFELDLAW, INC. 30101 Agoura Ct., Suite 210 Agoura Hills, CA 91301 david@dorenfeldlaw.com nicole@dorenfeldlaw.com yvette@dorenfeldlaw.com maria@dorenfeldlaw.com	16 Attorney for Defendants/Cross-Complainants Business Alliance Insurance Company

**BY ELECTRONIC TRANSMISSION ONLY** - Pursuant to Code of Civil21 Procedure 1010.6 and California Rules of Court 2.256, I affected electronic service of the
22 documents indicated by transmitting an electronic PDF version of the document(s) sent to
the e-mail address indicated above. No electronic message or other indication that the
23 transmission was unsuccessful was received within a reasonable time after transmission.24 I declare under penalty of perjury under the laws of the State of California that the above
25 is true and correct. Executed on October 21, 2025, at Simi Valley, California.26
27 Jessica Dean
28