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10 American Express Bank, FSB
11 Our File Number: 14125910

ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*
06/24/2015
Clerk of the Court
BY:MICHAEL RAYRAY
Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8
9 **FOR THE COUNTY OF SAN FRANCISCO**

10 **LIMITED CIVIL CASE**

11 American Express Bank, FSB, a federal) Case No.: CGC-14-543469
12 savings bank,)
13 Plaintiff,) **FIRST AMENDED COMPLAINT FOR**
14) **DAMAGES**
15 vs.)
16) 1. Common Counts: Book Account,
17) Account Stated
18) 2. Quantum Meruit-Reasonable Value
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
Defendants.)
Plaintiff alleges as follows:

21 **GENERAL ALLEGATIONS**

22 1. At all times herein mentioned, Plaintiff, American Express Bank, FSB, a federal savings
23 bank, (hereinafter referred to as "AMEX"), is incorporated under United States law as a federal
24 savings bank and as a valid corporation, is duly licensed and authorized to engage in business
25 and is engaged in the doing of business by virtue of the laws and regulations of the State of
26 California.
27
28

1 2. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein,
2 Defendant Stephen H Kendrick, aka Stephen Hayes Kendrick, an individual (hereinafter
3 "Stephen H Kendrick") is or was a resident of and living in the State of California, County of
4 San Francisco.

5 3. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein,
6 Defendant, Russian Hill Investors, a California Limited Partnership, adba Russian Hill Invstrs
7 (herinafter "Russian Hill Investors"), was and is a California corporation duly licensed and
8 authorized to engage in business and is engaged in the doing of business by virtue of the laws
9 and regulations of the State of California.

10 4. The true names and capacities, whether individual, corporate, associates, or otherwise, of
11 the Defendants herein designated as Does 1 through 20, inclusive, are unknown to Plaintiff and
12 Plaintiff will ask leave of Court to amend this Complaint to show the true names and capacities
13 when said names are ascertained.

14 5. The obligations and claims sued upon herein were made and entered into and are due and
15 payable in the above-mentioned judicial district and/or county of the State of California, and are
16 not subject to the provisions of Sections 1812.10 and 2984.4 of the California Civil Code,
17 Section 395(b) of the California Code of Civil Procedure.

18 6. At all times herein mentioned, the Defendants, and each of them (hereinafter
19 "Defendants"), were agents and/or employees and or joint ventures of the other Defendants, and
20 were acting within the course and scope of such agency and/or employment and or joint ventures
21 at the time of the claim asserted herein.

22 7. Defendant, Stephen H Kendrick and Russian Hill Investors applied for and were issued an
23 American Express Credit Card (hereinafter "Card") currently ending in 1005 for the purposes of
24 obtaining goods and/or services, and/or cash advances from any person who accepts the Card.

25 8. Within the past two (2) years, Plaintiff and Defendants had financial transactions, wherein
26 Plaintiff lent money to Defendants on the Card currently ending in 1005, at Defendant's request.

27 ///

28 ///

9. Plaintiff kept a written accounting of the debits and credits involved in the financial transactions. Defendants became indebted to Plaintiff on an open book account in writing for money due as a result of the financial transactions on the Card currently ending in 1005.

FIRST CAUSE OF ACTION

COMMON COUNTS

COUNT 1

(Open Book Account as to all Defendants)

10. Plaintiff realleges and incorporates herein by reference the allegations set forth in paragraphs 1 through 9, inclusive, as though set forth fully at length.

11. Defendants became indebted to Plaintiff in the sum of \$20,108.67, for a balance due on a book account in writing for money lent by Plaintiff to Defendants at Defendants' request. No part of said sum has been paid, although demand for payment has been made. There is now due, owing and unpaid the sum of \$20,108.67. Attached hereto and incorporated hereat as **Exhibit "A"** is a true and correct copy of the Card statement ending in 1005 with the closing date of May 07, 2014.

COUNT 2

(Account Stated as to all Defendants)

12. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 9, inclusive, as though set forth fully at length.

13. Plaintiff's records reflect that it transmitted monthly billing statements to Defendants at the address provided by Defendants. Defendants promised to pay Plaintiff the amounts listed on the monthly billing statements by keeping and utilizing the Card.

14. By failing to object to the amount due and owing on the monthly billing statements, Defendants manifested his/her agreement that the amount listed on the statement was correct. Attached hereto and incorporated hereat as **Exhibit "A"** is a true and correct copy of the Card statement for the Card ending in 1005 with the closing date of May 07, 2014.

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SECOND CAUSE OF ACTION

(Quantum Meruit-Reasonable Value as to all Defendants)

15. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 9, inclusive, as though fully set forth in full hereat.

16. At the special request of Defendants, Plaintiff lent money and rendered services to Defendants or on behalf of Defendants, for which Defendants promised to repay Plaintiff.

17. Neither Plaintiff nor Defendants had the expectation that the money lent or services rendered by Plaintiff, were gratuitous.

18. At all times mentioned herein, \$20,108.67 was and is, the reasonable value for the money lent and services rendered by Plaintiff.

19. Defendants have failed to pay the entire reasonable value agreed upon, notwithstanding Plaintiff's demand thereof. There is now due, owing and unpaid, the sum of \$20,108.67.

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. For the sum of \$20,108.67;
 2. For costs of suit herein;
 3. For such other and further relief as the Court may deem just and proper.

DATE: June 19, 2015

MICHAEL & ASSOCIATES, PC

By:

~~LINA M. MICHAEL
Attorney for Plaintiff~~

EXHIBIT A



Blue Cash® for Business Credit Card
 RUSSIAN HILL INVSTRS
 STEPHEN H KENDRICK
 Closing Date 05/07/14

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Account Ending 1005

New Balance	\$20,108.67
Minimum Payment Due	\$4,535.00
Includes the past due amount of \$4,299.00	
Payment Due Date	06/01/14

Late Payment Warning: If we do not receive your Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee of up to \$35.00 and your Purchase APR may be increased to the Penalty APR of 27.24%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges and each month you pay...	You will pay off the balance shown on this statement in about...	And you will pay an estimated total of...
Only the Minimum Payment Due	25 years	\$41,041

If you would like information about credit counseling services, call 1-888-733-4139.

See page 2 for important information about your account.

Your account is cancelled.

Get cash back for eligible purchases when you use the Card.

Account Summary

Previous Balance	\$20,073.67
Payments/Credits	-\$0.00
New Charges	+\$0.00
Fees	+\$35.00
Interest Charged	+\$0.00

New Balance	\$20,108.67
Minimum Payment Due	\$4,535.00

Credit Limit	\$24,400.00
Available Credit	\$4,291.33
Cash Advance Limit	\$0.00
Available Cash	\$0.00
Days in Billing Period: 31	

Customer Care

Pay by Computer
open.com/pbc

Customer Care 1-800-521-6121 **Pay by Phone** 1-800-472-9297

See page 2 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
 Do not staple or use paper clips

Pay by Computer
open.com/pbc

Pay by Phone
 1-800-472-9297

Account Ending 1005

Enter account number on all documents.
 Make check payable to American Express.



STEPHEN H KENDRICK
 RUSSIAN HILL INVSTRS
 580 CALIFORNIA ST
 STE 500
 SAN FRANCISCO CA 94104-1026

Payment Due Date
06/01/14

New Balance
\$20,108.67

Minimum Payment Due
\$4,535.00

Check here if your address or phone number has changed.
 Note changes on reverse side.



AMERICAN EXPRESS
 BOX 0001
 LOS ANGELES CA 90096-8000

\$ _____
Amount Enclosed

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balances: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest on your Account. Call the Customer Service number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

Paying Interest: Your due date is at least 25 days after the Closing Date of each billing period. We will not charge you interest on your purchases if you pay the New Balance by the due date each month. We will charge you interest on cash advances and (unless otherwise disclosed) balance transfers beginning on the transaction date.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. **We will charge a fee of 2.7% of the converted US dollar amount.** We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.



Customer Care & Billing Inquiries
International Collect
Large Print & Braille Statements
Cash Advance at ATMs Inquiries

1-800-521-6121 **Hearing Impaired**
1-623-492-7719 TTY: 1-800-221-9950
1-800-521-6121 FAX: 1-800-695-9090
1-800-CASH-NOW In NY: 1-800-522-1897



Website: americanexpress.com
Mobile Site: amexmobile.com

Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
BOX 0001
LOS ANGELES CA
90096-8000

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and Home Phone

Area Code and Work Phone

Email

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Blue Cash® for Business Credit Card
RUSSIAN HILL INVSTRS
STEPHEN H KENDRICK
Closing Date 05/07/14

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Account Ending 1005

Fees

	Amount
05/01/14 Late Payment Fee	\$35.00
Total Fees for this Period	\$35.00

Interest Charged

	Amount
Total Interest Charged for this Period	\$0.00

2014 Fees and Interest Totals Year-to-Date

	Amount
Total Fees in 2014	\$175.00
Total Interest in 2014	\$1,724.80

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	27.24% (v)	\$0.00	\$0.00
Cash Advances	27.24% (v)	\$0.00	\$0.00
Total	\$0.00		
(v) Variable Rate			

STEPHEN H KENDRICK

Account Ending 11005

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OPEN Savings® Summary

RUSSIAN HILL INVSTRS

STEPHEN H KENDRICK

Closing Date 05/07/14

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Account Ending 1005

Discounts	
This Period	\$0.00
Year to Date	\$0.00

Remember, you can get up to 10% discounts on eligible purchases with OPEN Savings® partners. Visit opensavings.com to learn more.

Discounts will be applied in the form of a statement credit. For full terms and conditions go to opensavings.com.