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9 Attorneys for Plaintiff,
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

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN FRANCISCO**
14 **LIMITED CIVIL CASE**

15 American Express Bank, FSB, a federal
16 savings bank,

17 Plaintiff,

18 vs.

19 Stephen H Kendrick, aka Stephen Hayes
20 Kendrick, an individual; Russian Hill
21 Investors, a California Limited Partnership,
22 adba Russian Hill Invstrs; Does 1 through 20,
23 inclusive.

24 Defendants.

) Case No.: CGC-14-543469

) **FIRST AMENDED COMPLAINT FOR
DAMAGES**

-) 1. Common Counts: Book Account,
) Account Stated
) 2. Quantum Meruit-Reasonable Value

) PRAYER AMOUNT: \$20,108.67

25 Plaintiff alleges as follows:

26 **GENERAL ALLEGATIONS**

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

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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.

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

4 **FIRST CAUSE OF ACTION**

5 **COMMON COUNTS**

6 **COUNT 1**

7 (Open Book Account as to all Defendants)

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

10 11. Defendants became indebted to Plaintiff in the sum of \$20,108.67, for a balance due on a
11 book account in writing for money lent by Plaintiff to Defendants at Defendants' request. No
12 part of said sum has been paid, although demand for payment has been made. There is now due,
13 owing and unpaid the sum of \$20,108.67. Attached hereto and incorporated hereat as **Exhibit**
14 **"A"** is a true and correct copy of the Card statement ending in 1005 with the closing date of May
15 07, 2014.

16 **COUNT 2**

17 (Account Stated as to all Defendants)

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

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

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

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1 **SECOND CAUSE OF ACTION**

2 (Quantum Meruit-Reasonable Value as to all Defendants)

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

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

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

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

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

13 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

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

17
18 DATE: June 19, 2015

MICHAEL & ASSOCIATES, PC

19 By: _____

20 LINA M. MICHAEL,
21 Attorney for Plaintiff
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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%.

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

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.

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

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.

Payments
BOX 0001
LOS ANGELES CA
90096-8000

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			



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**.