

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Bernie LaForteza

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Attorney for Plaintiff

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, CHATSWORTH COURTHOUSE

SHOWROOM INTERIORS, LLC, a
Limited Liability Company, dba
VESTA HOME and dba VESTA HOME
INTERIORS

Plaintiff

-vs-

GEOFFREY HULL, individually;
and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CHLC05205

COMPLAINT FOR MONEY

[Breach of Contract]
[Open Book Account]
[Account Stated]

LIMITED CIVIL CASE
DEMAND: \$6,970.00

Plaintiff, SHOWROOM INTERIORS, LLC, A Limited Liability
Company dba VESTA HOME and dba VESTA HOME INTERIORS (herein VESTA)
alleges as follows:

FIRST CAUSE OF ACTION

(For Breach of Contract As Against All Defendants)

1 1. At all times herein mentioned, plaintiff, VESTA was
2 and now is duly organized and existing under and by virtue of the
3 laws of the State of California and within the above-referenced
4 judicial district.

5
6 2. Plaintiff is unaware of the true names and
7 capacities, whether individual, corporate, associate or otherwise
8 of the defendants named herein as DOES 1 through 10, inclusive, and
9 therefore sues said defendants by such fictitious names. Plaintiff
10 will seek leave of Court to amend this Complaint and set forth
11 their true names and capacities when the same have been
12 ascertained.

13
14 3. Plaintiff is further informed and believes and
15 thereon alleges that at all times herein, including those
16 defendants named herein as DOE defendants, were at all times herein
17 mentioned acting as agents, servants, and employees of each of
18 their remaining co-defendants, and each of them, and in doing the
19 things hereinafter alleged, acted within the full knowledge,
20 permission and consent of each of the remaining co-defendants.

21
22 4. On or about July 6, 2020, plaintiff and defendants,
23 and each of them, entered into a *Staging Services and Lease*
24 *Agreement*, wherein defendants, and each of them, agreed to pay
25 plaintiffs the sums as set forth in said Agreement, in return,
26 plaintiff agreed to provide design, decorating, delivery,
27 installation and rental of furniture and other goods and
28

1 furnishings. A copy of the Agreement is attached hereto and
2 incorporated herein as Exhibit "1".

3 5. Plaintiff has performed all obligations on its part
4 to be done under the terms of the written Agreement, and said
5 performance has been accepted by defendant.
6

7 6. On or about October 1, 2020, defendants, and each of
8 them, breached the agreement by failing to pay as agreed.

9 7. Although demand has been made upon defendants, and
10 each of them, for payment of said sum, no part of said sum has been
11 paid. There is now due, owing and unpaid from the defendants, and
12 each of them, to plaintiff, the principal sum of \$6,970.00,
13 together with interest at the rate of ten (10% per) percent annum
14 from October 1, 2020, until paid in full.
15

16 SECOND CAUSE OF ACTION

17 (Open Book Account As Against All Defendants)

18 8. Plaintiff incorporates herein by reference
19 Paragraphs 1 through 9, inclusive, of this Complaint, as though
20 fully set forth hereat.
21

22 9. Within four (4) years prior to the commencement of
23 this action, and as of October 1, 2020, there existed an open book
24 account maintained by plaintiff for the benefit of defendants, and
25 each of them, for the monies due plaintiff by defendants. As of
26 October 1, 2020, said open book account reflected a principal
27
28

1 balance of \$6,970.00, due and owing from defendants, and each of
2 them, to plaintiff.

3 10. Although demand has been made upon defendants, and
4 each of them, for payment of said sum, no part of said sum has been
5 paid. There is now due, owing and unpaid from the defendants, and
6 each of them, to plaintiff, the principal sum of \$6,970.00,
7 together with interest at the rate of ten (10% per) percent annum
8 from October 1, 2020, until paid in full.

10 11. This Complaint is not subject to California Civil
11 Code Section 1812.10 or California Civil Code Section 2984.4.

13 12. Pursuant to California Civil Code Section 1717.5,
14 Attorney Fees shall be paid by the party who failed to pay an
15 obligation incurred after January 1, 1987 and a lawsuit is
16 necessary to collect such unpaid balance.

17 THIRD CAUSE OF ACTION

18 (Account Stated As Against All Defendants)

19 13. Plaintiff incorporates herein by reference
20 Paragraphs 1 through 14, inclusive, of this Complaint as though
21 fully set forth hereat.

23 14. Within four (4) years prior to the commencement of
24 this action, and as of October 1, 2020, an account was stated by
25 plaintiff and defendants, wherein it was agreed that defendants and
26 each of them, were indebted to plaintiffs in the sum of \$6,970.00.

28 15. Although demand has been made upon defendants, and

1 each of them, for payment of said sum, no part of said sum has been
2 paid. There is now due, owing and unpaid from the defendants, and
3 each of them, to plaintiff, the principal sum of \$6,970.00,
4 together with interest at the rate of ten (10% per) percent annum
5 from October 1, 2020, until paid in full.
6

7 16. Pursuant to California Civil Code Section 1717.5,
8 Attorney Fees shall be paid by the party who failed to pay an
9 obligation incurred after January 1, 1987 and a lawsuit is
10 necessary to collect such unpaid balance.
11

12 WHEREFORE: Plaintiff prays for Judgment against the
13 defendants, and each of them, as follows:

- 14 1. For the principal in the sum of \$6,970.00
- 15 2. Interest in the sum of 10% per annum from October
16 1, 2020, until paid in full;
- 17 3. For costs of suit incurred herein;
- 18 4. For reasonable attorney fees; and
- 19 5. For such other and further relief as the Court deems
20 just and proper.
21

22 DATED: February 8, 2022

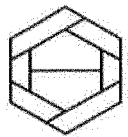
23 LAW OFFICES OF SIEGEL & SIEGEL

24 BY

25 Edwin B. Siegel, Esq.
26 Attorneys for Plaintiff
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EXHIBIT "1" STAGING SERVICES AND LEASE AGREEMENT



VESTA

Elevating the Art of Home Staging

STAGING SERVICES AND LEASE AGREEMENT

Staging Services, Luxury Lease Agreement for:
Geoffrey Hull

1. This Furnishing Lease ("Agreement") provides for design and decorating services, and the delivery, installation and rental of furnishings ("the Inventory").

It is understood that Geoffrey Hull (Lessee) has entered into this Agreement Vesta Home Luxury division of Showroom Interiors Inc. ("VESTA HOME"), a California Limited Liability Company to design and furnish the Property at 734 N Spaulding Ave Los Angeles, CA 90046

Compensation; Staging. Prior to delivery and installation of the Inventory, Lessee agrees to pay to VESTA HOME an initial non-refundable Installation/Change Fee in the amount of \$5,000 the "Activation/Installation Fee") The Installation Fee and Security Deposit will be full payment for the delivery, installation, design and removal of furnishings.

Partial Luxury Lease: Areas to be furnished

- Formal Living Room
- Office
- Seating area by stairs
- Dining Room
- Family Room

2. Services. VESTA HOME shall provide Lessee with all home furnishing and accessories identified on Inventory Schedule (as defined below). VESTA HOME shall be responsible for the delivery, set-up, and removal of all home furnishing and accessories at VESTA Home's expense. VESTA

HOME shall perform all services in a professional and workman like manner. All home furnishing, accessories, and services shall be provided in a manner acceptable to Lessee in its reasonable discretion.

3. Household Items Package. Household Items, In the event that Lessee agrees to a Household Items Package VESTA HOME will shop to supply the estate with all necessary items, such as but not limited to: linens, plates, etc.) VESTA HOME will provide the Lessee our cost + a 30% mark-up.
_____ (Please initial if you request this package)
4. Optional Mattress Package. As part of the Installation Fee, VESTA HOME agrees to purchase and install mattresses in all the bedrooms, (Lessee will need to specify exact brand) and bill Lessee the actual cost of mattresses + mark-up of 30%. _____ (Please initial if you request this package)
5. Installation. Upon receipt of the initial payment set forth in Paragraph 2. and the receipt of the Certificate of Insurance on the Inventory required by Paragraph 11., VESTA HOME will begin installation of Inventory on or July 6th and complete staging no later than July 6th
6. Lease term. The lease for the Inventory will begin on July 6th and the initial term of the lease shall be at least 12 Months ("Minimum Lease Term"). Thereafter, the Lessee shall have the right to extend in Lessee's sole and absolute discretion. In the event Lessee does not wish to exercise such option, Lessee shall notify VESTA HOME by giving not less than 15-day prior written notice (Certified Mail) ("Notice of Cancellation"). VESTA HOME shall complete its move out of all Inventory within two weeks after Notice of Cancellation.
7. Inventory rental payments. Lessee shall make rental payments in the amount of \$2,000
8. Market Rate (See below Abbreviated Lease Term Addendum) (plus applicable taxes) per month to VESTA HOME at: 4900 East 50th Street, Vernon CA 90058
 - A. Rent is due and payable in advance on the 1st day of each month beginning Aug 1st
 - B. First month rental dates (Staging Fee covered July 6th to July 31st)
 - C. Any rental payment not received by VESTA HOME within ten (10) days after notice of the delinquency shall be subject to a late charge of two percent (10%) of the amount due. If any rental payments are not received by VESTA HOME within thirty (30) days of its due date, VESTA HOME shall move out all Inventory and such unpaid month shall be deducted from the Security Deposit with the remainder of the Security Deposit returned to the Lessee within five (5) days. In addition to other remedies available by law, VESTA HOME reserves the right to and shall seek additional damages for any damage to the Inventory.
 - D. For the avoidance of doubt, the rental price quoted above does not include applicable taxes which will be applied to the invoice.
9. Security Deposit.

- A. The Security Deposit shall be refunded to Lessee within (10) days by VESTA HOME upon the conclusion of the Lease Term, and upon removal and itemization of all Inventory by VESTA HOME . The Security Deposit can only be used to offset costs of damage to the Inventory caused by Lessee. Normal wear and tear is acceptable and shall not reduce Lessee's Security Deposit.

10. Termination of Agreement.

- A. Unless Lessee gives VESTA HOME the Notice of Cancellation pursuant to Paragraph 6, this Agreement shall terminate at the end of the lease term and VESTA HOME shall remove all inventory , UNLESS the Lessee options for lease extension per paragraph 8. In addition, please see fee schedule below should the Lessee wish to remove inventory at different times throughout lease term.

10. Insurance. Prior to installation of the Inventory at the Property, Lessee shall, at its own expense, provide a minimum \$ **100,000.00** insurance on the Inventory, naming VESTA HOME as an additional insured. Lessee shall provide VESTA HOME with a copy of the required coverage and promises not to cancel or materially modify the policy without 30 days' advance written notice to VESTA HOME , nor allow it to expire during the term of this Agreement.

- A. Following installation of the Inventory, VESTA HOME shall photograph Inventory and provide Lessee with a list of the Inventory and values. If Inventory is damaged, lost, stolen or destroyed, Lessee will notify VESTA HOME in writing, and file all necessary reports, including those required by insurer or by law. Lessee will give VESTA HOME copies of all documents connected to claims or proceedings concerning Inventory.

11. Inventory Itemization. When the final Inventory is installed, each item (and its value) shall be itemized in a schedule that is attached to this Agreement as Exhibit A and incorporated herein by reference (the "Inventory Schedule"). The Inventory Schedule shall also specify the items of owned by VESTA HOME and the items leased by VESTA HOME . The Inventory Schedule shall be modified by VESTA HOME each and every time any items from the Inventory is replaced or substituted so the Inventory Schedule is accurate and complete at all times during the term of this Agreement.

12. Inventory Removal. Inventory shall not be removed from the Property without the prior written consent of VESTA HOME . Lessee shall provide VESTA HOME with at least 15 days' written notice of the anticipated date of the close of escrow or other sale or transfer of the Property. Inventory shall not be removed from the Property without the prior written consent of VESTA HOME . VESTA HOME shall have 3 days from the date of termination of this Agreement to complete its move out of all Inventory.

13. Assignment of Agreement. Lessee shall not assign this Agreement or any of the Inventory or interest in the Inventory or sublet any of the Inventory without the express written consent of VESTA HOME .

14. **Default.** If either party fails to perform its obligations under this Agreement, the non-breaching party may terminate this Agreement in the event the breaching party does not cure such breach within ten (10) days after written notice of the breach.
15. **Prior Understanding.** This Agreement contains the entire and final agreement of the parties about the terms of their agreement and supersedes all negotiations, stipulations, understandings, representations, and agreements between them (Whether such agreements are verbal or written) which preceded their execution of this Agreement.
16. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect.
17. **Applicable Law.** This Agreement shall be governed by the laws of the State of California
18. **Modification.** This Agreement may only be amended, modified, changed, or varied by a written amendment that is signed by the parties.
19. **Release of Liability** It is hereby acknowledged Vesta Home has been employed by the Customer to provide moving services. Customer or Customer's agent, hereby acknowledges having been advised of the following risk of harm for activities requested by or for Customer.

Customer to initial: _____

Vesta Home is not responsible for any damages to the customer's furniture or property which may occur during the moving process, and is released from all liability in this regard.

Customer hereby releases Vesta Home and all of its employees from liability associated with any of the activities described above. Customer assumes all liability for any above damages which may occur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date in here first above written.

This agreement is entered into between VESTA HOME and Lessee on _____

REQUIRED SIGNATURES

Dated: _____

VESTA HOME

By: _____

Signature: _____

Dated: 6/24/2020

LESSEE

Geoffrey Hull

By: _____ DocuSigned by:

Signature: Geoffrey Hull
467915053C684CE

IF ANY PARTY OTHER THAN THE HOMEOWNER WILL BE CONTRIBUTING TO THE COST OF THE STAGING, PLEASE SIGN BELOW

Dated: _____

VESTA Home

By: _____

Name (sign): _____

Relationship to Homeowner: _____

*Vesta Home is a credit card based company; please fill out the credit card authorization form on Addendum A of this document.

** VESTA HOME needs property access for both the installation and removal of its inventory as outlined in this contract; please fill out the property access and contact information on Addendum B of this document.