

Date: 10/25/16 # 8

Submitted in PLUM Committee

Council File No: 16-1048

Item No. 8

Deputy: \_\_\_\_\_

**FILED**

LOS ANGELES SUPERIOR COURT

SEP 07 2016

Sherri R. Carter, Executive Officer/Clerk  
By [Signature], Deputy  
Heidi Hancock

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9 Attorneys for Plaintiff  
10 UB Valley Village, LLC,  
11 a Delaware limited liability company

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14 NORTH CENTRAL DISTRICT – BURBANK COURTHOUSE

15  
16 UB VALLEY VILLAGE, LLC, )  
17 a Delaware limited liability company, )  
18 )  
19 Plaintiff, )  
20 vs. )  
21 SYDNEY A. EDWARDS, Trustee of the )  
22 Edwards Living Trust; MARTA LATHROP, )  
23 an individual; and DOES 1 through 20, )  
24 inclusive, )  
25 Defendants. )

26 Case No. **EC 06 57 34**

27 COMPLAINT FOR:

28 (1) SPECIFIC PERFORMANCE FOR  
BREACH OF CONTRACT TO  
SELL REAL PROPERTY; AND

(2) DAMAGES FOR BREACH OF  
CONTRACT

29 Plaintiff UB VALLEY VILLAGE, LLC, a Delaware limited liability company, hereby  
30 alleges as follows:

31 PARTIES, JURISDICTION AND VENUE

32 1. Plaintiff UB VALLEY VILLAGE, LLC ("Plaintiff") is a Delaware limited  
33 liability company qualified to do business in the State of California and with its principal place  
34 of business in Los Angeles County, California.

35 2. Plaintiff is informed and believes and on that basis alleges that Defendant  
36 SYDNEY A. EDWARDS, Trustee of the Edwards Living Trust ("Edwards") is a resident of  
37 the County of Los Angeles, State of California.  
38

Case assigned to Court Clerk, District Clerk, Clerk  
of the Court, Los Angeles County Superior Court, 2016  
Case No. 16-1048-8, Filed 10/25/16, 10/25/16  
Clerk Proceedings



1 dated February 25, 2015; Probate Purchase Agreement and Joint Escrow Instructions dated  
2 February 17, 2015; Probate Advisory executed on or about February 25, 2015; and Addendum  
3 No. 1 executed on or about February 25, 2015 (the "Addendum") – (all collectively, the  
4 "Purchase Agreement"), and all attached collectively as Exhibit 1 and incorporated by this  
5 reference.

6 9. The legal description of the Property is that certain land situated in the County  
7 of Los Angeles, State of California, described as follows:

8 EASTERLY 75 FEET OF LOT 7 OF TRACT NO. 1487, AS PER MAP  
9 RECORDED IN BOOK 20, PAGE 29 OF MAPS, IN THE OFFICE OF THE  
10 COUNTY RECORDER OF LOS ANGELES COUNTY.

11 10. Paragraph 26 of the Purchase Agreement provides for the prevailing party to  
12 recovery its reasonable attorney's fees and costs incurred.

13 11. On or about May 15, 2015, Urban Blox, LLC, assigned all right and title to and  
14 interest in the Purchase Agreement and the Property to Plaintiff UB Valley Village, LLC, as  
15 Assignee, which assumed all rights of Buyer. A copy of the Assignment is attached as Exhibit  
16 2 and incorporated by this reference.

17 12. Plaintiff, as Buyer, has performed its obligations under the Purchase  
18 Agreement, including but not limited to making the \$52,000 deposit into escrow.

19 13. As set forth in the Addendum (Exhibit 1), escrow is to close within fifteen (15)  
20 days after tenant Jennifer Getz ("Getz") is evicted and removed from the Property by  
21 Defendants. Under the Purchase Agreement, including the implied covenant of good faith and  
22 fair dealing, Defendants are obligated to evict and remove Getz from the Property to satisfy the  
23 condition to close escrow and complete the transfer of the property to Plaintiff.

24 14. Contrary to their obligations under the Purchase Agreement, Defendants,  
25 through one of their agents, on Thursday, September 1, 2016, communicated Defendants'  
26 intention to offer Getz an option to purchase the Property. Such an option to the Property in  
27 favor of Getz would jeopardize Plaintiff's rights, and Defendants' repudiation constitutes  
28

1 breach of contract. To protect and enforce its rights under the Purchase Agreement, Plaintiff  
2 was required to file the present complaint.

3 15. Plaintiff has performed all of its obligations and covenants under the terms and  
4 provisions of the Purchase Agreement, except to the extent they have been prevented, excused,  
5 or interfered with by the acts, conduct and omissions of Defendants, and Plaintiff stands ready,  
6 willing and able to perform under the terms and provisions of the Purchase Agreement.

7 16. At the time of the execution of the Purchase Agreement, the purchase price was  
8 fair, just and adequate. Plaintiff has no adequate remedy at law, including but not limited to  
9 the fact that the Purchase Agreement is a contract for the transfer of real property, and  
10 pursuant to California Civil Code Section 3387 money damages are presumed inadequate for  
11 breach, and furthermore Plaintiff has taken substantial additional actions in reliance on  
12 Defendants' performance of the Purchase Agreement and the transfer of the Property to  
13 Plaintiff, which cannot be fully compensated by monetary damages.

14 17. Accordingly, Plaintiff is entitled to specific performance of the Purchase  
15 Agreement and the transfer of the Property to Plaintiff pursuant to its terms, provisions,  
16 covenants and conditions, and upon such other conditions as the Court deems equitable,  
17 including but not limited to the award of consequential and incidental damages.

18 **SECOND CAUSE OF ACTION**

19 **(Damages for Breach of Contract -- Against All Defendants)**

20 18. Plaintiff hereby incorporates by reference paragraphs 1 through 6 and 8 through  
21 15 as though set forth in full.

22 19. Defendants' conduct including repudiation of Plaintiff's rights under the  
23 Purchase Agreement constitutes a breach of contract and has resulted in damages to Plaintiff  
24 according to proof.

25 20. As a direct and proximate result of Defendants' breach of the Purchase  
26 Agreement, and in accordance with California Civil Code Sections 3300 and 3306, and  
27 although the award of damages remains inadequate except to offset the purchase price in the  
28 claim for specific performance, Plaintiff is entitled to damages to compensate for all detriment

1 proximately caused by the breach or which would be likely to result therefrom, including (i)  
2 the portion of the price paid, (ii) the expenses incurred in examining the title and preparing the  
3 necessary papers, (iii) the difference between the price agreed to be paid pursuant to the  
4 Purchase Agreement and the value of the Property; (iv) the expenses incurred in preparing to  
5 enter upon the land, (v) consequential damages according to proof, and (vi) prejudgment  
6 interest.

7 PRAYER

8 WHEREFORE, Plaintiff prays for the following relief:

9 A. For an order of specific performance and a judgment decreeing the conveyance  
10 of the Property to Plaintiff, in accordance with terms and conditions of the Purchase  
11 Agreement as alleged in this Complaint and as awarded by the Court, including but not limited  
12 to consequential and incidental damages;

13 B. In the alternative, and only if the Court were not to decree specific  
14 performance, for compensatory damages for Defendants' breach of the Purchase Agreement  
15 according to proof at trial;

16 C. For pre-judgment interest at 10 percent per annum as permitted by law;

17 D. For costs and the award of attorney's fees pursuant to the Purchase Agreement;  
18 and

19 E. For all such other and further relief as the Court deems just and proper.

20 DATED: September 7, 2016

KING PARRET & DROSTE LLP

21  
22 By: 

Alan J. Droste

23 Attorneys for Plaintiff  
24 UB VALLEY VILLAGE, LLC,  
25 a Delaware limited liability company  
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