

GARDENER, RIECHMANN & CHOW  
Ron Chow S.B. 241946  
438 E. Katella Ave, Ste 202  
Orange, CA 92867  
P: 714 972-8989 F: 714 972-3928  
E: ron@grclawfirm.com

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
5/09/2023 8:36 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By F. Ochoa, Deputy Clerk

Attorneys for Plaintiff  
WEST VALLEY CHRISTIAN SCHOOL

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**  
**CENTRAL DISTRICT - STANLEY MOSK COURTHOUSE**

WEST VALLEY CHRISTIAN SCHOOL,  
  
Plaintiff,

vs.

KEVIN FEDERLINE, an individual; VICTORIA  
FEDERLINE, an individual; AND DOES 1 TO  
10, INCLUSIVE,  
  
Defendants.

Case No.: **23STLC03040**

**COMPLAINT FOR:**

- 1. BREACH OF CONTRACT**
- 2. OPEN BOOK ACCOUNT**
- 3. ACCOUNT STATED**
- 4. QUANTUM MERUIT**

LIMITED CIVIL

Amount of Demand: \$15,593.00

Plaintiff, WEST VALLEY CHRISTIAN SCHOOL, ("Plaintiff") complains of Defendant KEVIN  
FEDERLINE, an individual; VICTORIA FEDERLINE, an individual; AND DOES 1 TO 10,  
INCLUSIVE (collectively "Defendants") and would respectfully show the following:

1. Plaintiff is, and at all times herein mentioned was, a California Nonprofit  
Corporation, qualified to do business in California.

2. Plaintiff is informed and believes and thereon alleges that Defendant, KEVIN  
FEDERLINE, an individual; VICTORIA FEDERLINE, an individual, is and was an individual  
residing within this district.

1           3.       Plaintiff is unaware of the true names or capacities, whether individual, corporate,  
2 associate or otherwise of the defendants sued herein as Does 1 to 10, inclusive, and therefore sues  
3 these defendants by such fictitious names. Plaintiff will amend this complaint to show the true  
4 name and capacities of the fictitiously named Doe defendants when Plaintiff ascertains same.

5                               FIRST CAUSE OF ACTION

6                               BREACH OF CONTRACT

7                               AGAINST ALL DEFENDANTS

8           4.       Plaintiff incorporates by reference paragraphs 1 through 3, inclusive, of this  
9 Complaint as though wholly set forth herein.

10           5.       Plaintiff alleges that on or about August 01, 2018, a written agreement was made  
11 between Plaintiff and Defendants, and each of them. By the terms of said agreement, Plaintiff  
12 provided services and/or goods to Defendants. Defendants promised to pay Plaintiff for all  
13 services and/or goods provided. A copy of this agreement is attached hereto as Exhibit "A" and  
14 made a part hereof by this reference.

15           6.       On or about May 16, 2019 Defendants, and each of them, breached the agreement  
16 by failing to pay for services which had been provided on credit at their special instance and  
17 request. Demand for the outstanding balance owed of \$15,593.00 was made upon Defendants,  
18 and each of them. Defendants, and each of them, have failed and refused and continue to fail and  
19 refuse to pay all or any part of the remaining balance due.

20           7.       Plaintiff has performed all obligations to Defendants except those obligations  
21 Plaintiff was prevented or excused from performing.

22           8.       Plaintiff suffered damages legally (proximately) caused by Defendants' breach of  
23 the agreement in the sum of \$15,593.00 which is the outstanding balance and reasonable value  
24 now due, owing and unpaid, despite Plaintiff's demands, plus prejudgment interest thereon at the  
25 rate of 10.0000 percent per annum from May 16, 2019.

26           9.       Plaintiff is entitled to attorney fees according to proof either by an agreement or a  
27 by statute.  
28

SECOND CAUSE OF ACTION

OPEN BOOK ACCOUNT

AGAINST ALL DEFENDANTS

10. Plaintiff incorporates by reference paragraphs 1 through 9, inclusive, of this Complaint as though wholly set forth herein.

11. Plaintiff alleges that within four (4) years past, Defendants, and each of them, became indebted to Plaintiff on an open book account for goods, wares, and merchandise sold and delivered to Defendants for which Defendants promised to pay Plaintiff.

12. Although demand for payment of the sum of \$15,593.00 has been made upon Defendants, and each of them, Defendants, and each of them, have failed and refused and continue to fail and refuse to pay said sum. The sum of \$15,593.00 remains now due, owing and unpaid from Defendants to Plaintiff, together with interest thereon at the rate of ten (10) percent per annum from May 16, 2019 as well as reasonable attorney's fees pursuant to California Civil Code Section 1717.5, in a sum according to proof.

THIRD CAUSE OF ACTION

ACCOUNT STATED

AGAINST ALL DEFENDANTS

13. Plaintiff incorporates by reference paragraphs 1 through 12, inclusive, of this Complaint as though fully set forth herein.

14. As an alternative and cumulative remedy, Plaintiff alleges that within four (4) years past, there was an account stated in writing between Plaintiff and Defendants, and each of them, in which it was agreed that Defendants were indebted to Plaintiff for goods, wares, and merchandise sold and delivered to Defendants at Defendants' special instance and request in the sum of \$15,593.00.

15. Although demand for payment of the sum of \$15,593.00 has been made upon Defendants, and each of them, Defendants, and each of them, have failed and refused, and continue to fail and refuse to pay said sum. The sum of \$15,593.00 remains now due, owing and unpaid

1 from Defendants to Plaintiff, together with interest at the rate of ten (10) percent per annum from  
2 May 16, 2019.

3 FOURTH CAUSE OF ACTION

4 QUANTUM MERUIT

5 AGAINST ALL DEFENDANTS

6  
7 16. Plaintiff incorporates by reference paragraphs 1 through 15, inclusive, of this  
8 Complaint as though fully set forth herein.

9 17. Plaintiff alleges that Defendants, and each of them, have been unjustly enriched by  
10 the sum of \$15,593.00 by failing to pay for goods, wares, and merchandise sold and delivered to  
11 Defendants which had been provided on credit since on or about May 16, 2019.

12 18. Plaintiff has requested that said sums be reimbursed, however, Defendants, and  
13 each of them, have refused and continue to fail and refuse to reimburse Plaintiff.

14 19. As a proximate result of Defendants' refusal to repay the sum of \$15,593.00 to  
15 Plaintiff, Defendants have been unjustly enriched by said amount at the rate of 10.0000 percent  
16 per annum from May 16, 2019.

17 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
18 follows:

19 ON THE FIRST CAUSE OF ACTION

- 20 1. For the principal sum of \$15,593.00;  
21 2. For interest at the rate of 10.0000 percent per annum from on and after May 16,  
22 2019;  
23 3. For reasonable attorney's fees according to proof;  
24 4. For cost of suit incurred herein; and  
25 5. For such other and further relief as this Court may deem just and proper.

26 ON THE SECOND CAUSE OF ACTION

- 27 1. For the principal sum of \$15,593.00;  
28 2. For interest at the rate of ten (10) percent per annum from on and after May 16,

2019;

3. For reasonable attorneys fees pursuant to California Civil Code Section 1717.5 in a sum according to proof;

ON THE THIRD CAUSE OF ACTION

4. For the principal sum of \$15,593.00;  
5. For interest at the rate of ten (10) percent per annum from on and after May 16, 2019;

ON THE FOURTH CAUSE OF ACTION

6. For the principal sum of \$15,593.00;  
7. For interest at the rate of 10.0000 percent per annum from on and after May 16, 2019;

ON ALL CAUSES OF ACTION

8. For cost of suit incurred herein; and  
9. For such other and further reliefs as this Court may deem just and proper.  
10. PLAINTIFF REMITS ALL DAMAGES IN THE EXCESS OF THE JURISDICTIONAL AMOUNT OF THIS COURT.

Date: May 9, 2023

GARDENER, RIECHMANN & CHOW



RON CHOW  
Attorney for Plaintiff,  
WEST VALLEY CHRISTIAN SCHOOL

## **Exhibit A**



**West Valley  
Christian School**  
College Prep From Preschool

Student's Name Jordan Federline Grade 3  
Student's Name Peuton Federline (?) Grade TK or K  
Student's Name \_\_\_\_\_ Grade \_\_\_\_\_

2019-20 School Year

### REGISTRATION CONTRACT AND POLICY & PAYMENT AGREEMENT

I. We, the undersigned, do hereby acknowledge and without reservation accept the educational, spiritual and behavioral standards of West Valley Christian School. We agree to read all published school policies and to comply with all WVCS policies, including the standards of conduct and discipline. We understand that attendance at WVCS is on a conditional and contractual basis and that attendance of any student may be discontinued by the school for reasonable cause.

II. We agree to enroll our child in West Valley Christian School for the full school year, August through May. We agree to pay tuition according to the payment plan listed below. We understand that tuition is due on the first of each month whether or not a statement is received in the mail. We will pay all assessed fees incurred by our child/family.

III. We understand that tuition does not fully cover the cost of educating each student and that each family is required to purchase a minimum of \$1,000 in scrip per semester. We understand that phone and address information is provided to volunteers for purposes such as room parents, the emergency phone tree, carpool, fund raising, and will be included in a school directory unless we decline by initialing here ✓. We agree to allow pictures of our child/ren to be used for publicity.

**New student registration process** – 1) Complete and sign the Application for Admission, 2) Complete and sign the Registration Contract, 3) Submit the application fee. After admission testing, if the student is accepted, the enrollment fee, tuition deposit and supply and activity fee must be paid within two weeks to enroll the student in school. The enrollment fee is non-refundable. (A new student may not begin school unless this process is completed, required medical and school records have been received and the family's account is current.)

Application fee (new students):  
Enrollment fee:  
Tuition Deposit:  
Supply and Activity fee: (grades K-8)

\$150  
\$530  
\$200  
\$450

*Waiting for Peuton's application*

J- 12 x 665. ✓  
P- ?

**The tuition rates are published on a separate schedule.** Payments begin on June 1.

Payment received after the 10<sup>th</sup> of the month is late and will be assessed a 5% (minimum \$15) late fee. A check returned from the bank will be assessed a \$25 service fee. Other charges may be assessed. See reverse for additional policy information.

**ALL FUNDS PAID TO WEST VALLEY CHRISTIAN SCHOOL ARE NOT REFUNDABLE OR TRANSFERABLE.**

By signing this contract, we agree to the policies described above and to the school and financial policies stated on the reverse of this form.

**Parents or Legal Guardians:**

Signatures	Print Name	Date
	Victoria Federline	2/22
	Kevin Federline	2/22
Address <u>25301 Prado De Los Arboles</u>		
City/Zip <u>Calabasas 91302</u>		
Father's email <u>kevinf.808@gmail.com</u>	Father's phone <u>818-251-5800</u>	
Mother's email <u>Victoriap.16@gmail.com</u>	Mother's phone <u>818-512-7069</u>	

REGISTRATION CANNOT BE ACCEPTED UNLESS ALL REQUIRED INFORMATION IS PROVIDED.