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OF ORIGINAL FILED
Los Angeles Superior Court

OCT 19 2007

John A. Clarke, Executive Officer/Clerk

By *D.M. Swain*, Deputy
D.M. SWAIN

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

11 BEYOND PILLOWS, a California corporation;
12 CHERYL LAW, an individual,

13 Plaintiffs,

14 vs.

15 SHARON OSBOURNE, an individual; and
16 DOES 1-20, inclusive,

17 Defendants.

BC379429

CASE NO.

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. FRAUD AND DECEIT

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20 Plaintiffs BEYOND PILLOWS and CHERYL LAW (collectively "PLAINTIFFS") hereby
21 allege as follows:

- 22 1. Plaintiff BEYOND PILLOWS is and, at all relevant times hereto, was a California
23 corporation with its principal place of business in Studio City, California, Los Angeles County.
24 Plaintiff CHERYL LAW is an individual residing and doing business in Los Angeles County.
25 2. Defendant SHARON OSBOURNE is and, at all relevant times hereto, was a resident
26 of Hidden Hills, California, Los Angeles County.
27 3. The true names and capacities of defendant DOES 1 through 20, inclusive, are
28 unknown to PLAINTIFFS, who therefore sues said defendants by fictitious name. PLAINTIFFS are

1 informed and believe and based thereon allege that each of the fictitiously named defendants is
2 responsible in some manner for the events, acts, occurrences and liabilities alleged and referred to
3 herein; and that PLAINTIFFS' damages were proximately caused by such defendants.

4 PLAINTIFFS will seek leave to amend this Complaint to allege the true names and capacities of
5 these DOE defendants when their names are ascertained.

6 **FIRST CAUSE OF ACTION**

7 **(BREACH OF CONTRACT AGAINST ALL DEFENDANTS)**

8 4. PLAINTIFFS re-allege and incorporate by reference the allegations contained in the
9 preceding paragraphs as though fully set forth herein.

10 5. On or about October 3, 2007 in Studio City, California, OSBOURNE and DOES 1-20
11 entered into a written contract with PLAINTIFFS for goods and services and promised to pay
12 PLAINTIFFS the sum of \$26,388.55. PLAINTIFFS performed all of their obligations under said
13 contract on October 4 and 5, 2007 by delivering to OSBOURNE and DOES 1-20 a custom-made
14 king-sized bed and custom draperies for both the kitchen and master bathroom, as well advancing
15 payment for the delivery and installation of these items.

16 6. OSBOURNE and DOES 1-20 agreed to tender payment upon delivery and
17 installation of the above, but OSBOURNE and DOES 1-20's credit card was declined. OSBOURNE
18 and DOES 1-20 thereafter repeatedly promised to make full payment but have thus far failed to
19 make any payments whatsoever. OSBOURNE and DOES 1-20 remain in possession of the furniture
20 purchased from PLAINTIFFS.

21 7. PLAINTIFFS have complied with each and every provision of their written contract
22 with OSBOURNE and DOES 1-20.

23 8. As a proximate result of OSBOURNE and DOES 1-20'S breach of contract with
24 PLAINTIFFS, PLAINTIFFS have been specifically damaged by the loss of compensation for goods
25 and services advanced by PLAINTIFFS, to PLAINTIFFS' detriment.

26 9. WHEREFORE, PLAINTIFFS pray for relief as specified below.

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1 SECOND CAUSE OF ACTION

2 (FRAUD AND DECEIT AGAINST ALL DEFENDANTS)

3 10. PLAINTIFFS re-allege and incorporate by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

5 11. On October 3, 2007, OSBOURNE and DOES 1-20 agreed to render payment of
6 \$26,388.55 to PLAINTIFFS in exchange for delivery and installation of a custom king-sized bed and
7 draperies for the kitchen and master bathroom. These representations to pay by OSBOURNE and
8 DOES 1-20 were knowingly false.

9 12. At the time they presented their credit card for payment of the custom-made king-
10 sized bed and custom drapes for both the kitchen and master bathroom, as well as the delivery and
11 installation services, OSBOURNE and DOES 1-20 knew that they did not have sufficient funds to
12 cover the payment, yet they accepted delivery and installation on October 4 and 5, 2007.

13 13. In fact, OSBOURNE and DOES 1-20 never had any intention of paying for
14 PLAINTIFFS' goods and services as evidenced by their repeated failure to make any payment in the
15 following two weeks.

16 14. OSBOURNE and DOES 1-20 made the representations set forth in the foregoing
17 paragraphs with the intent to induce Plaintiffs to advance their own funds for the purchase, delivery
18 and installation of the bed and draperies to OSBOURNE'S home. OSBOURNE and DOES 1-20
19 made the representations set forth in the foregoing paragraphs with the intent to deceive Plaintiffs
20 into believing that OSBOURNE and DOES 1-20 would actually pay for them.

21 15. PLAINTIFFS justifiably relied upon the foregoing misrepresentations and have
22 suffered substantial damages as a direct and proximate result thereof, in the amount of \$26,388.55.

23 16. In making the representations herein alleged, OSBOURNE and DOES 1-20 had no
24 basis in fact to make said representations and acted with oppression, fraud and malice and for their
25 own material gain at the expense of PLAINTIFFS in making said representations, and said conduct
26 was intentional, despicable, and therefore entitles PLAINTIFFS to punitive and exemplary damages.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE, PLAINTIFFS BEYOND PILLOWS and CHERYL LAW** pray for
3 judgment as follows:

- 4 1. For contract damages in the amount of \$26,388.55;
5 2. For punitive and exemplary damages;
6 3. For such other and further relief as the court may deem proper.

7
8 Dated: OCTOBER 19, 2007

Respectfully submitted,

9 **MILSTEIN, ADELMAN & KREGER LLP**

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11 By: 

12 Wayne S. Kreger
13 Attorney for Plaintiffs
14 BEYOND PILLOWS and CHERYL LAW

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