

SUM-100

**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**

ProKo Consulting, LLC

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): [REDACTED] PO Box [REDACTED] CA 96143 TELEPHONE NO: 510-[REDACTED] FAX NO. (Optional): E-MAIL ADDRESS (Optional): [REDACTED]@gmail.com ATTORNEY FOR (Name): ProKo Consulting, LLC		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: 400 McAllister Street CITY AND ZIP CODE: San Francisco, CA 94102-4515 BRANCH NAME:		
PLAINTIFF: ProKo Consulting, LLC DEFENDANT: [REDACTED] Company <input checked="" type="checkbox"/> DOES 1 TO 5		
CONTRACT <input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): <input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):		
Jurisdiction (check all that apply): <input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input checked="" type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000 <input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		CASE NUMBER:

Put your info or your attorney's info here.

This claim was too large for small claims court, so we used the superior court address and form.

"DOES" is a term like "John Doe". Some states like California allow you to sue people or companies you don't know the name of, or if you get the name of the defendant wrong. These are referred to as "Doe defendants."

1. Plaintiff* (name or names):
ProKo Consulting, LLC.
alleges causes of action against defendant* (name or names):
[REDACTED] Company and Does 1-5
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. a. Each plaintiff named above is a competent adult
☒ except plaintiff (name): ProKo Consulting, LLC Complete this section if your business is something other than a sole proprietorship, for example an LLC.
 - (1) ☐ a corporation qualified to do business in California
 - (2) ☐ an unincorporated entity (describe):
 - (3) ☒ other (specify):
a California Limited Liability Company
- b. ☐ Plaintiff (name): If you are a sole proprietor, put your name here.
 - a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
 - b. ☒ has complied with all licensing requirements as a licensed (specify): LLC
- c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
☒ except defendant (name): [REDACTED] Co. ☐ except defendant (name):
 - (1) ☐ a business organization, form unknown
 - (2) ☒ a corporation
 - (3) ☐ an unincorporated entity (describe):
 - (4) ☐ a public entity (describe):
 - (5) ☐ other (specify):
 - (1) ☐ a business organization, form unknown
 - (2) ☐ a corporation
 - (3) ☐ an unincorporated entity (describe):
 - (4) ☐ a public entity (describe):
 - (5) ☐ other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE:
ProKo Consulting, LLC v. [REDACTED] Company

CASE NUMBER:

4. (Continued)

b. The true names of defendants sued as Does are unknown to plaintiff.

- (1) ☒ Doe defendants (specify Doe numbers): 1-3 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☒ Doe defendants (specify Doe numbers): 4-5 are persons whose capacities are unknown to plaintiff.

c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.

d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. ☐ Plaintiff is required to comply with a claims statute, and

- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify):

6. ☐ This action is subject to ☐ Civil Code section 1812.10 ☐ Civil Code section 2984.4.

7. This court is the proper court because

- a. ☒ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☐ a defendant lives here now.
- d. ☐ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☐ real property that is the subject of this action is located here.
- g. ☐ other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):

- ☒ Breach of Contract
- ☒ Common Counts
- ☒ Other (specify):
promissory estoppel and fraud

The "Other" category is optional. We wanted to really get their attention so we included this.

9. ☐ Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for

- a. ☒ damages of: \$21,566,70
- b. ☒ interest on the damages
- (1) ☒ according to proof
- (2) ☐ at the rate of (specify): _____ percent per year from (date):
- c. ☒ attorney's fees
- (1) ☐ of: \$
- (2) ☒ according to proof.
- d. ☒ other (specify):
punitive damages

11. ☒ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):
All paragraphs of the fourth cause of action

Date: October __, 2018

Don't date or sign it until you actually file it with the court.

(TYPE OR PRINT NAME)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

The CAUSE OF ACTION lays out the specifics of your case. In this case we listed four causes of action.

PLD-C-001(1)

SHORT TITLE:

ProKo Consulting, LLC v. [REDACTED] Company

CASE NUMBER:

First

(number)

CAUSE OF ACTION—Breach of Contract

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): ProKo Consulting, LLC

alleges that on or about (date):

a ☐ written ☐ oral ☒ other (specify): via email dated April 23, 2018

agreement was made between (name parties to agreement):

ProKo Consulting, LLC and [REDACTED] Company

☐ A copy of the agreement is attached as Exhibit A, or

☒ The essential terms of the agreement ☒ are stated in Attachment BC-1 ☐ are as follows (specify):

(see next page)

BC-2. On or about (dates): June 16, 2018, and continuing to date

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify):

failing and refusing to pay for the eighty (80) hours of work performed by ProKo Consulting, LLC, through its agent, [REDACTED], or reimburse ProKo Consulting, LLC for the \$1,566.70 in expenses incurred by [REDACTED] in performing this work. On or about May 17, 2018, ProKo Consulting, LLC invoiced [REDACTED] Company for these amounts (in the sum of \$21,566.70) and has repeatedly requested payment of this invoice. No payment of any amount has been made.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

The amount of \$21,566.70

BC-5. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute

☐ of \$

☐ according to proof.

BC-6. ☐ Other:

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Page 1 of 1

ATTACHMENT BC-1

ProKo Consulting, LLC, by and through its agent, [REDACTED], would perform consulting work for [REDACTED] Company for a total of eighty (80) hours. ProKo Consulting, LLC would be paid \$[REDACTED] for each consulting hour worked by [REDACTED]. In addition, ProKo Consulting, LLC would be reimbursed for [REDACTED] incurred expenses for airfare, meals, and ground transportation. The work was to commence during the week of April 23, 2018.

[REDACTED] performed eighty (80) hours of consulting work for [REDACTED] Company during the period of April 23, 2018 through May 4, 2018, which work was performed to [REDACTED] Company's satisfaction. In performing this work, [REDACTED] incurred the following reimbursable expenses: \$1,112.80 in airfare; \$162.41 in meals; and \$257.37 in ground transportation (a total of \$1,566.70 in expenses).

SHORT TITLE:
ProKo Consulting, LLC v. [REDACTED] Company

CASE NUMBER:

Second

(number)

CAUSE OF ACTION—Common Counts

This Cause of Action is optional.
Some states allow Common
Counts.

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): ProKo Consulting, LLC

alleges that defendant (name): [REDACTED] Company

became indebted to ☒ plaintiff ☐ other (name):

a. ☐ within the last four years

(1) ☐ on an open book account for money due.

(2) ☐ because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.

b. ☒ within the last ☒ two years ☐ four years

(1) ☐ for money had and received by defendant for the use and benefit of plaintiff.

(2) ☒ for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff.

☒ the sum of \$ 21,566.70

☐ the reasonable value.

(3) ☐ for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff

☐ the sum of \$

☐ the reasonable value.

(4) ☐ for money lent by plaintiff to defendant at defendant's request.

(5) ☐ for money paid, laid out, and expended to or for defendant at defendant's special instance and request.

(6) ☐ other (specify):

CC-2. \$ 21,566.70

, which is the reasonable value, is due and unpaid despite plaintiff's demand,

plus prejudgment interest ☒ according to proof ☐ at the rate of _____ percent per year

from (date): June 16, 2018

CC-3. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute

☐ of \$

☐ according to proof.

CC-4. ☐ Other:

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SHORT TITLE:

ProKo Consulting LLC v. [REDACTED] Company

CASE NUMBER:

1 THRID CAUSE OF ACTION -- Promissory Estoppel Not necessary. Optional.

2 Attachment to Complaint

3 1. On or about April 23, 2018 Defendant [REDACTED] Company made a clear and unambiguous
4 promise to Plaintiff ProKo Consulting, LLC that if Plaintiff's agent, [REDACTED], commenced immediate
5 work for Defendant, without first executing a written contract, Defendant would enter into a written
6 contact with Plaintiff to provide that Defendant would pay Plaintiff \$250 for each hour worked by
7 [REDACTED] and would reimburse the airfare, meals, and surface transportation expenses incurred
8 by [REDACTED] in performing the work.

9 2. Based upon that promise, ProKo Consulting, LLC allowed [REDACTED] to commence working for
10 [REDACTED] Company without first executing a written contract with [REDACTED] Company.

11 3. [REDACTED] performed 80 hours of work for [REDACTED] Company during the period of April 23,
12 2018 through May 4, 2018 and incurred expenses of \$1,566.70 in performing that work.

13 4. [REDACTED] Company did not execute a written contract with Proko Consulting, LLC for the work
14 performed by [REDACTED] and has refused, and continues to refuse, to pay ProKo Consulting, LLC the
15 amounts it promised it would pay ProKo Consulting, LLC if [REDACTED] commenced immediate work
16 for [REDACTED] Company.

17 5. ProKo Consulting, LLC reasonably relied upon the promises, representations, and statements made by
18 [REDACTED] by allowing [REDACTED] to commence work for [REDACTED] Company,
19 and it was foreseeable by [REDACTED] Company that ProKo Consulting, LLC would rely on
20 those statements.

21 6. As a reasonable and foreseeable consequence of that reliance, and as a direct and proximate result,
22 ProKo Consulting, LLC incurred a loss \$21,566.70 (consisting of 80 hours of work at \$250 per hour
23 and expenses of \$1,566,70), which it is now owed.

24
25
26 (Required for verified pleading) The items on this page stated on information and belief are (specify item numbers, not line
numbers):

27 This page may be used with any Judicial Council form or any other paper filed with the court.

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SHORT TITLE:

ProKo Consulting, LLC v. [REDACTED] Company

CASE NUMBER:

Fourth

(number)

CAUSE OF ACTION—Fraud Not necessary. Optional.ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR- 1. Plaintiff (name): ProKo Consulting, LLC

alleges that defendant (name): [REDACTED] Company

on or about (date): April 23, 2018

defrauded plaintiff as follows:

FR-2. ☐ **Intentional or Negligent Misrepresentation**a. Defendant made representations of material fact ☐ as stated in Attachment FR-2.a ☐ as follows:b. These representations were in fact false. The truth was ☐ as stated in Attachment FR-2.b ☐ as follows:

c. When defendant made the representations,

☐ defendant knew they were false, or☐ defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FIR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. ☐ **Concealment**a. Defendant concealed or suppressed material facts ☐ as stated in Attachment FR-3.a ☐ as follows:

b. Defendant concealed or suppressed material facts

☐ defendant was bound to disclose.☐ by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item IFIR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

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SHORT TITLE:
ProKo Consulting, LLC v. [REDACTED] Company

CASE NUMBER:

Fourth

(number)

CAUSE OF ACTION—Fraud

FR-4. ☒ **Promise Without Intent to Perform**

- a. Defendant made a promise about a material matter without any intention of performing it ☐ as stated in Attachment FR-4.a ☒ as follows:

that if Plaintiff allowed its agent [REDACTED] to immediately commence work for Defendant, Defendant would execute a written agreement with Plaintiff for said work, and/or pay Plaintiff for the work performed and expenses incurred.

- b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act ☐ as stated in Attachment FR-5 ☒ as follows:

Plaintiff allowed its agent, [REDACTED], to immediately commence work for Defendant. Notwithstanding that fact, Defendant failed to execute a written contract with Plaintiff and failed to pay Plaintiff for the work performed by [REDACTED] or the expenses she incurred in performing that work.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged ☐ as stated in Attachment FR-6 ☒ as follows:

A loss of \$21,566.70 plus attorney's fees, late fees, and interest as would have been provided for in the written contract that Defendant should have executed, plus punitive damages.

FIR - 7. Other:

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