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5	Attorneys for Plaintiffs	01/15/2015
6	GORDON MALIC and LORRIE CHURCHII	C.PEREZ
7		BY FAX
8		
9	SUPERIOR CO	URT OF CALIFORNIA
10		OF RIVERSIDE
11	PALM SP	RINGS BRANCH
12	GORDON MALIC and LORRIE CHURCHILL, husband and wife,	Case No. PSC1405468 Assigned for All Purposes to:
13	Plaintiffs,	The Honorable David M. Chapman - Dept. P52
14	,	FIRST AMENDED COMPLAINT FOR:
15	v. MARK B. GORDON and JANICE L.	1. VIOLATION OF <u>CIVIL CODE</u> §1102 ET SEO.:
16	GORDON, individually and as Trustees of THE MARK B. GORDON AND JANICE	2. FAILURE TO DISCLOSE MATERIAL FACTS;
17	L. GORDON FAMILY TRUST DATED FEBRUARY 28, 1995; TERRI LYNN	3. BREACH OF FIDUCIARY DUTY; 4. CONSTRUCTIVE FRAUD;
18	MUNSELLE, an individual; SANDRA ANN DEERING, an individual;	5. FRAUD; and 6. NEGLIGENCE
19	COLDWELL BANKER RESIDENTIAL BROKERAGE COMPANY, a California	VI 1/20/21/102
20	corporation; THOMAS A. ANGONE, an individual; JOSEPH R. DEVILLE, an	
21	individual; BENNION & DEVILLE FINE HOMES SOCAL, INC., a California	
22	corporation, dba WINDERMERE REAL ESTATE SOCAL, dba WINDERMERE	
23	REAL ESTATE SOUTHERN CALIFORNIA, dba WINDERMERE	
24	REAL ESTATE COACHELLA VALLEY; PETER E. THEOPHILOS, an individual;	
25	SAXONY REAL ESTATE, INC., a California corporation; and DOES 1-30,	
26	inclusive,	
27	Defendants.	,
28		
	THOSE AV	ENDED COMBLAINT

PRELIMINARY ALLEGATIONS

- 1. Plaintiffs, GORDON MALIC and LORRIE CHURCHILL (collectively, "Plaintiffs" or "Buyers"), are, and at all times herein mentioned were, married individuals residing in the County of Riverside, State of California.
- 2. Plaintiffs are informed and believe and thereon allege that Defendants, MARK B. GORDON and JANICE L. GORDON (collectively, "Gordon" or "Sellers"), are, and at all times herein mentioned were, married individuals residing in the County of Riverside, State of California, and Trustees of THE MARK B. GORDON AND JANICE L. GORDON FAMILY TRUST DATED FEBRUARY 28, 1995.
- 3. Plaintiffs are informed and believe and thereon allege that Defendant, TERRI LYNN MUNSELLE ("Munselle"), is, and at all times herein mentioned was, an individual licensed as a Broker by the California Bureau of Real Estate doing business the County of Riverside, State of California.
- 4. Plaintiffs are informed and believe and thereon allege that Defendant, SANDRA ANN DEERING ("Deering"), is, and at all times herein mentioned was, an individual licensed as a Broker by the California Bureau of Real Estate doing business the County of Riverside, State of California.
- 5. Plaintiffs are informed and believe and thereon allege that Defendant, COLDWELL BANKER RESIDENTIAL BROKERAGE COMPANY ("Coldwell"), is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, doing business in the County of Riverside, State of California. Plaintiffs are further informed and believe and thereon allege that Deering was the broker of record for Coldwell at all times herein mentioned, and that Coldwell was the employer of Munselle at all times herein mentioned. Munselle, Deering Coldwell and DOES 21-30 are collectively referred to as "Buyers' Agents."
- Plaintiffs are informed and believe and thereon allege that Defendant, THOMAS
 A. ANGONE ("Angone"), is, and at all times herein mentioned was, an individual licensed as a

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Broker by the California Bureau of Real Estate doing business the County of Riverside, State of California.

- Plaintiffs are informed and believe and thereon allege that Defendant, JOSEPH R. 7. DEVILLE ("Deville"), is, and at all times herein mentioned was, an individual licensed as a Broker by the California Bureau of Real Estate doing business the County of Riverside, State of California.
- Plaintiffs are informed and believe and thereon allege that Defendant, BENNION 8. & DEVILLE FINE HOMES SOCAL, INC. ("Windermere"), is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, doing business in the County of Riverside, State of California as WINDERMERE REAL ESTATE SOCAL, WINDERMERE REAL ESTATE SOUTHERN CALIFORNIA, and WINDERMERE REAL ESTATE COACHELLA VALLEY. Plaintiffs are further informed and believe and thereon allege that Deville was the broker of record for Windermere at all times herein mentioned, and that Windermere was the employer of Angone at all times herein mentioned prior to the closing of the transaction that is the subject of this action.
- Plaintiffs are informed and believe and thereon allege that Defendant, PETER E. THEOPHILOS ("Theophilos"), is, and at all times herein mentioned was, an individual licensed as a Broker by the California Bureau of Real Estate doing business the County of Riverside, State of California.
- 10. Plaintiffs are informed and believe and thereon allege that Defendant, SAXONY REAL ESTATE, INC. ("Saxony"), is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, doing business in the County of Riverside, State of California. Plaintiffs are further informed and believe and thereon allege that Theophilos was the broker of record for Saxony at all times herein mentioned, and that Saxony was the employer of Angone sometime prior to and at the time of the closing of the transaction that is the subject of this action. Angone, Deville, Windermere, Theophilos, Saxony and DOES 1-20 are collectively referred to as "Sellers' Agents."

11. The true names and capacities, whether individual, associate, corporate or otherwise, of DOES 1 through 30, inclusive, are unknown to Plaintiffs, who therefore sue said defendants by such fictitious names pursuant to <u>Code of Civil Procedure</u> §474. Plaintiffs are informed and believe and thereon allege that each said defendant herein designated as a DOE is responsible in some manner for the events and happenings herein referred, or as hereinafter alleged. Plaintiffs will seek leave to amend this Complaint when the true names and capacities of each said defendant have been ascertained.

12. The named Defendants and DOE defendants (hereinafter collectively referred to as "Defendants"), and each of them, were at all times herein mentioned, the agents, servants, employees, joint venturers, and/or co-conspirators of each of the other Co-Defendants, and at all times herein mentioned were acting in the course and scope of said agency, employment or service, and in furtherance of a joint venture and/or conspiracy.

CHARGING ALLEGATIONS

- 13. Plaintiffs, as Buyers, and Gordon, as Sellers, entered into that certain Residential Purchase Agreement and Joint Escrow Instructions dated August 3, 2013 ("RPA"), a true and correct copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, for the purchase and sale of that certain real property located within the common interest development known as Andalusia at Coral Mountain consisting of a single family residence located at 81455 Andalusia, La Quinta, California (the "Property"). The Property transaction closed with payment by Buyers to Sellers of the purchase price of \$2,067,500 ("Purchase Price") and the transfer of the Property to Buyers via that certain Grant Deed recorded with the Riverside County Recorders Office as DOC # 2013-0459353 on September 23, 2013.
- 14. Plaintiffs are informed and believe and thereon allege that Sellers were represented in the Property transaction by Sellers' Agents (Angone, Deville, Windermere, Theophilos and Saxony) and DOES 1-20; and that Buyers were represented in the Property transaction by Buyers' Agents (Munselle, Deering and Coldwell) and DOES 21-30.

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15. Plaintiffs are informed and believe and thereon allege that Deville and DOES 1-5 had direct supervision and control of Angone at all times herein mentioned prior to the closing of the transaction that is the subject of this action; that Theophilos and DOES 6-10 had direct supervision and control of Angone at all times herein mentioned sometime prior to and at the time of the closing of the transaction that is the subject of this action; and that Deering and DOES 21-25 had direct supervision and control of Munselle at all times herein mentioned.

- 16. After the closing of the Property transaction and taking possession of the Property, Buyers observed grading and other site preparation work being performed behind the Property adjacent to the existing clubhouse at Andalusia at Coral Mountain. At no time prior to the closing of the Property transaction was such grading and site improvement work visibly apparent to Buyers.
- 17. Upon further investigation and inquiry by Buyers after closing of the Property transaction, Buyers discovered plans for a clubhouse expansion at Andalusia at Coral Mountain to consist of 10,000 square feet of member space along with 5,500 square feet of outdoor terraces, encompassing a new golf pro shop, cart barn, spa, men's and women's lounges and locker rooms, a board room, and a bar and grill with outdoor seating (the "Clubhouse Expansion"). The site for the Clubhouse Expansion is located in close proximity to the Property.
- 18. At no time prior to the closing of the Property transaction were Buyers aware of the planned Clubhouse Expansion. At no time were Buyers ever informed of the Clubhouse Expansion by either of the Sellers, Sellers' Agents or Buyers' Agents.
- 19. Plaintiffs are informed and believe and thereon allege that Sellers, Angone, Munselle, DOES 11-20 and DOES 26-40 knew of the Clubhouse Expansion and failed to disclose the same to Buyers; and that Deville, Theophilos, Deering, DOES 1-10 and DOES 21-25 knew of the Clubhouse Expansion and knew of the failure of Angone, Munselle, DOES 11-20 and DOES 26-40, as applicable, to disclose the same to Buyers.
- 20. Plaintiffs are informed and believe and thereon allege that Sellers, Sellers' Agents and Buyers' Agents knew that these facts were unknown to Buyers and were not within the diligent attention and observation of Buyers prior to the closing of the Property transaction.

- 21. Construction of the Clubhouse Expansion has caused, and is expected to continue to cause, noise and loss of privacy at the Property. Once the Clubhouse Expansion is completed, it is expected to impair the view from the rear of Property, and the improvements and use of the new facilities are expected to cause noise and loss of privacy at the Property. The Clubhouse Expansion is a fact that materially affects the value and desirability of the Property, especially as to Plaintiffs, as Plaintiffs would not have paid the Purchase Price and/or would have selected another residence within Andalusia at Coral Mountain further away from the Clubhouse Expansion site had they been informed about the planned Clubhouse Expansion prior to the closing of the Property transaction.
- 22. Plaintiffs are entitled to an award of attorney fees against Sellers as the prevailing party in this action pursuant to the terms of the RPA.

FIRST CAUSE OF ACTION

(For Violation of Civil Code §1102 et seq. - Against Sellers)

- 23. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22 of this Complaint as though fully set forth at length herein.
- 24. Prior to the close of the Property transaction, Sellers willfully or negligently failed to indicate on the Real Estate Transfer Disclosure Statement ("TDS") provided to Plaintiffs pursuant to Civil Code §1102 et seq., a true and correct copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, that neighborhood noise problems or other nuisances should be expected from the Clubhouse Expansion (item C11 on the TDS) or the addition to the common area improvements related to the Clubhouse Expansion (item C14 on the TDS), all in breach of Sellers' statutory duties under Civil Code §1102 et seq.
- 25. As a result of Sellers' breach of their statutory duties under <u>Civil Code</u> §1102 et seq., Plaintiffs completed the purchase of the Property and have been damaged in the sum equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, all to be proven at the time of trial but believed to be in excess of \$350,000.

SECOND CAUSE OF ACTION

(For Failure to Disclose Material Facts – Against Sellers, Sellers' Agents, Buyers' Agents and DOES 1-30)

- 26. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22 of this Complaint as though fully set forth at length herein.
- 27. Sellers, Sellers' Agents, Buyers' Agents and DOES 1-30 became aware of the planned Clubhouse Expansion prior to the close of the Property transaction and had a duty to disclose the same to Plaintiffs or otherwise ensure that Plaintiffs were informed of the planned Clubhouse Expansion prior to the close of the Property transaction.
- 28. Sellers, Sellers' Agents, Buyers' Agents and DOES 1-30 knew that these facts were unknown to Plaintiffs and were not within the diligent attention and observation of Plaintiffs prior to the closing of the Property transaction.
- 29. Sellers, Sellers' Agents, Buyers' Agents and DOES 1-30 failed to disclose the planned Clubhouse Expansion to Plaintiffs or otherwise ensure that Plaintiffs were informed of the planned Clubhouse Expansion prior to the close of the Property transaction.
- 30. The Clubhouse Expansion is a fact that materially affects the value and desirability of the Property, especially as to Plaintiffs.
- 31. As a result of the breach of duty by Sellers, Sellers' Agents, Buyers' Agents and DOES 1-30 to disclose the planned Clubhouse Expansion or otherwise ensure that Plaintiffs were informed of the planned Clubhouse Expansion prior to the close of the Property transaction, Plaintiffs completed the purchase of the Property and have been damaged in the sum equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, all to be proven at the time of trial but believed to be in excess of \$350,000.
- 32. Sellers are jointly and severally liable to Plaintiffs should it be found that Sellers' Agents or DOES 1-20 knew about the planned Clubhouse Expansion and failed to disclose the

same to Plaintiffs prior to the close of the Property Transaction, even if Sellers had no actual knowledge of the planned Clubhouse Expansion.

THIRD CAUSE OF ACTION

(For Breach of Fiduciary Duty - Against Buyers' Agents and DOES 21-30)

- 33. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22 of this Complaint as though fully set forth at length herein.
- 34. As Plaintiff's agents, Buyers' Agents and DOES 21-30 owed to Plaintiffs a fiduciary duty to make the fullest disclosure of all material facts that might affect Plaintiffs' decision to purchase the Property.
- 35. Plaintiffs are informed and believe and thereon allege that Buyers' Agents and DOES 21-30 became aware of the planned Clubhouse Expansion or otherwise should have exercised reasonable diligence to discover the planned Clubhouse Expansion prior to the close of the Property transaction.
- 36. Buyers' Agents and DOES 21-30 breached their fiduciary duty to make the fullest disclosure of all material facts that might affect Plaintiffs' decision to purchase the Property by failing to exercise reasonable diligence to discover the planned Clubhouse Expansion and disclosing the same to Plaintiffs.
- 37. As a result of the breach of fiduciary duty by Buyers' Agents and DOES 11-20 to make the fullest disclosure of all material facts that might affect Plaintiffs' decision to purchase the Property, Plaintiffs completed the purchase of the Property and have been damaged in the sum equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, all to be proven at the time of trial but believed to be in excess of \$350,000.

FOURTH CAUSE OF ACTION

(For Constructive Fraud - Against Buyers' Agents and DOES 21-30)

38. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22 of this Complaint as though fully set forth at length herein.

- 39. Plaintiffs reposed absolute trust and confidence in the integrity and fidelity of Buyers' Agents and DOES 21-30 in their representation of Buyers in the Property transaction and reasonably relied on Buyers' Agents and DOES 21-30 in such capacity. A confidential and fiduciary relationship thus existed at all times herein mentioned between Plaintiffs, Buyers' Agents and DOES 21-30.
- 40. As Plaintiff's agents, Buyers' Agents and DOES 21-30 owed to Plaintiff's a fiduciary duty to make the fullest disclosure of all material facts that might affect Plaintiffs' decision to purchase the Property.
- 41. Plaintiffs are informed and believe and thereon allege that Buyers' Agents and DOES 21-30 became aware of the planned Clubhouse Expansion prior to the close of the Property transaction, but failed to disclose the same to Plaintiffs with the intent to induce Plaintiffs to complete the purchase of the Property. Specifically, Plaintiffs are informed and believe and thereon allege that Buyers' Agents and DOES 21-30 had visited the sales office and/or restaurant at Andalusia at Coral Mountain sometime prior to the close of the Property transaction and viewed digital renderings of the planned Clubhouse Expansion and/or a scaled model of the planned Clubhouse Expansion; and/or that Buyers' Agents and DOES 21-30 learned of the planned Clubhouse Expansion sometime prior to the close of the Property transaction through certain media sources, including, without limitation, information posted on the website and/or Facebook page of Andalusia at Coral Mountain and/or news articles regarding the planned Clubhouse Expansion published in The Desert Sun and/or other news outlets.
- 42. Buyers' Agents and DOES 21-30 breached their fiduciary duty to make the fullest disclosure of all material facts that might affect Plaintiffs' decision to purchase the Property by failing to disclose the planned Clubhouse Expansion to Plaintiff.
- 43. As a result of the constructive fraud of Buyers' Agents and DOES 21-30 in failing to make the fullest disclosure of all material facts that might affect Plaintiffs' decision to purchase the Property, Plaintiffs completed the purchase of the Property and have been damaged in the sum equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise

resulting from the construction of the Clubhouse Expansion and use of the new facilities, all to be proven at the time of trial but believed to be in excess of \$350,000.

44. The aforementioned conduct of Buyers' Agents and DOES 21-30 was an intentional misrepresentation, deceit or concealment of a material fact known to Buyers' Agents and DOES 21-30, with the intention on the part of Buyers' Agents and DOES 21-30 of thereby depriving Plaintiffs of all material facts that might affect Plaintiffs' decision to purchase the Property, and was despicable conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of the Plaintiffs' rights, so as to justify an award of exemplary and punitive damages.

FIFTH CAUSE OF ACTION

(For Deceit - Against Sellers, Sellers' Agents and DOES 1-20)

- 45. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22 of this Complaint as though fully set forth at length herein.
- 46. Prior to the close of the Property transaction, Sellers, Sellers' Agents and DOES 1-20 became aware of the planned Clubhouse Expansion, but concealed the same from Plaintiffs with the intent to induce Plaintiffs to complete the purchase of the Property. Specifically, Plaintiffs are informed and believe and thereon allege that Sellers were personally advised of the planned Clubhouse Expansion by the developer of Andalusia at Coral Mountain (T.D. Desert Development) and/or by the common interest association that governs the Property sometime prior to the close of the Property transaction. Plaintiffs are informed and believe and thereon allege that Angone was previously employed by the developer of Andalusia at Coral Mountain (T.D. Desert Development) and was aware of the full build-out plans for said development; that he had full access to the sales office at Andalusia at Coral Mountain, as well as to information published by Andalusia at Coral Mountain on its website, Facebook page and in printed materials; that he visited the sales office at Andalusia at Coral Mountain and reviewed the information published by Andalusia at Coral Mountain on its website and/or Facebook page and/or in printed materials; and that he was thereby made aware of the planned Clubhouse Expansion sometime prior to the close of the Property transaction. Plaintiffs are informed and believe and thereon

allege that Sellers' Agents and DOES 1-20 had visited the sales office and/or restaurant at Andalusia at Coral Mountain sometime prior to the close of the Property transaction and viewed digital renderings of the planned Clubhouse Expansion and/or a scaled model of the planned Clubhouse Expansion; and/or that Sellers, Sellers' Agents and DOES 1-20 learned of the planned Clubhouse Expansion sometime prior to the close of the Property transaction through certain media sources, including, without limitation, information posted on the website and/or Facebook page of Andalusia at Coral Mountain and/or news articles regarding the planned Clubhouse Expansion published in The Desert Sun and/or other news outlets.

- 47. As a result of the deceit of Sellers, Sellers' Agents and DOES 1-20 in failing to disclose and concealing from Plaintiffs the planned Clubbouse Expansion, Plaintiffs completed the purchase of the Property and have been damaged in the sum equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, all to be proven at the time of trial but believed to be in excess of \$350,000.
- 48. The aforementioned conduct of Sellers, Sellers' Agents and DOES 1-20 was an intentional deceit or concealment of a material fact known to Sellers, Sellers' Agents and DOES 1-20, with the intention on the part of Sellers, Sellers' Agents and DOES 1-20 of thereby depriving Plaintiffs of all material facts that might affect Plaintiffs' decision to purchase the Property, and was despicable conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of the Plaintiffs' rights, so as to justify an award of exemplary and punitive damages.
- 49. Sellers are jointly and severally liable to Plaintiffs should it be found that Sellers' Agents or DOES 1-20 knew about the planned Clubhouse Expansion and concealed the same from Buyers prior to the close of the Property Transaction, even if Sellers had no actual knowledge of the planned Clubhouse Expansion.

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ANDERHOLT WHITTAKER LLP 73-525 EL PASEO, SUITE E-2516 PALM DESERT, CALIFORNIA 92260

SIXTH CAUSE OF ACTION

(For Negligence - Against Buyers' Agents and DOES 21-30)

- 50. Plaintiffs reallege and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22 of this Complaint as though fully set forth at length herein.
- 51. As Plaintiff's agents, Buyers' Agents and DOES 21-30 owed to Plaintiffs a duty to exercise reasonable diligence to discover the planned Clubhouse Expansion and disclose the same to Plaintiffs.
- 52. Buyers' Agents and DOES 21-30 breached their duty by failing to exercise reasonable diligence to discover the planned Clubhouse Expansion and disclosing the same to Plaintiffs.
- 53. As a result of the breach of duty by Buyers' Agents and DOES 21-30 to discover and disclose the planned Clubhouse Expansion, Plaintiffs completed the purchase of the Property and have been damaged in the sum equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, all to be proven at the time of trial but believed to be in excess of \$350,000.

WHEREFORE, Plaintiffs pray judgment against Defendants as follows:

FIRST CAUSE OF ACTION

- 1. For compensatory damages equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, in a sum to be proven at the time of trial but believed to be in excess of \$350,000; and
 - 2. For reasonable attorney fees.

SECOND CAUSE OF ACTION

For compensatory damages equal to the difference between the purchase price paid
 by Buyers for the Property and the actual value of the Property, taking into consideration the loss

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of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, in a sum to be proven at the time of trial but believed to be in excess of \$350,000; and

4. For reasonable attorney fees.

THIRD CAUSE OF ACTION

5. For compensatory damages equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, in a sum to be proven at the time of trial but believed to be in excess of \$350,000.

FOURTH CAUSE OF ACTION

- 6. For compensatory damages equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, in a sum to be proven at the time of trial but believed to be in excess of \$350,000; and
- 7. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct.

FIFTH CAUSE OF ACTION

- 8. For compensatory damages equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, in a sum to be proven at the time of trial but believed to be in excess of \$350,000; and
- 9. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct.

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ANDERHOLT WHITTAKER LLP 73-525 EL PASEO, SUITE E-2516 PALM DESERT, CALIFORNIA 92260

SIXTH CAUSE OF ACTION

For compensatory damages equal to the difference between the purchase price paid by Buyers for the Property and the actual value of the Property, taking into consideration the loss of view, loss of privacy and noise resulting from the construction of the Clubhouse Expansion and use of the new facilities, in a sum to be proven at the time of trial but believed to be in excess of \$350,000.

ALL CAUSES OF ACTION

- 12. For costs of suit incurred herein; and
- For such other and further relief as the Court deems just and proper. 13.

Dated: January 15, 2014

ANDERHOLT WHAT TAKER LLF

ROMAN M. WHITTAKER Attorney for Plaintiffs GORDON MALIC and LORRIE

CHURCHILL

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FIRST AMENDED COMPLAINT

EXHIBIT "A"



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AS SECTIATION AND JOHN TESTON INSTRUCTIONS OF REALTORS For the With Single Formity Residential Property — Attached or Detected (CAR Form FPA-CA, Revised #13)

ER:		Coth A	met 3_ 2013
THIS IS AN OFFER FROM	Gerden Malie, Lorrie	Church(11	("Bilyer").
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81455 Andelusia	
hoperty Address: La Quinta, CA 92253	Date: August 3, 2013
CLOSING AND POSSESSION:	reen varieties y
A. Boyer Intends for IXI does not intend) to accept the Property as Buyer's primary ros B. Sellin-occupied or vacant property: Properties that be delivered to Buyer at 5	File of ([7]
Of Eaglew; [] on	
and passession do not recorded the same from Europe and Seller are advised to 10	enter exto a written occupancy occesment (C.A.R. Form PAA.
paregraph 2), and (ii) consult with their insurance and legal advisors. C. Tanenth-occupied property: (i) Property shall be versued at least 6 (or [] in ording, Alous to Sattlert if you are unable to deliver Property second in second to its breach of this Agreement.	Days Prior to Glove Of Escrow, unless otherwise agreed these with reen control and other applicable Law, you may
OR [6] (if checked) [7] Tevant to some in in presentation (C.A.R. Ferm PPA program) D. At Closs Of Exercise, [ii) Seller mentions to Boyer any medignoble warranty rights for	is 3) terms included by the sale, and INI Seller shall Deliver to Suver
available Copies of rearmatics. Brokers cannot and will not determine the appearance. E. Ar Close Of Escrow, unless otherwise agreed in whiting, Selfar shall provide here a sianne and parage door inserting. It Property is a conductability of boarded in a facility of the conductability of boarded in a facility.	the of anewarenties.
deposit to the Homeowien' Association (TOA') to obtain keys to accessible HOA	Par CANTERNA.
a. STATUTORY CASCLOCKINES SPECLUTING LEAD-BASSED PAINT PAZARD INSOLO- A. 13 Selfice stroll, within the first expectation in paragraph 14A. Deliver to Buyer, from Form FLD) and pump that ("Land Disclosures"), and (ii) disclosures or notifies to code ("Statutory Disclosures"). Statutory Disclosures include, but are not find matural hazard Disclosure Statutories ("NITO"), notice or social provincies on and/or assessments (or, if allowed, subcristically equivalent notice regarding 6 Act of 1970) and 15 Selfic has calcular browskipp, or infrastration ere and military to.	thed by Lew. (I) Federal Leids Barad Palin Disclosures (CA.R. regimed by sections 1102 et. soq, and 1103 et. seq, of the Chill laid to, a Real Estate Transfer Disclosure Statemand (TDS*), if risease of Regal controlled substance, notice of special for el Mello-Rives Community Facilities Act and improvement Bond rightness location (CA.R. Form SPC or SSD).
(2) Buyer chall, within the time specified in paragraph 148(1), return Signat Copies (3) In this event Saller, prior to Close Of Encrow, becomes severe of advence timecratery. In deviceouries, information or representations providintly provide antended disclosure or notice, in writing, covering those times. However, a se- conditions and material timecrated at 44-44(1) floor is indicated.	s of the Statutory and Lead Disclosures to Seller. conditions received will either the Property, or any materials no to Bayer, Seller shall bromptly ground a eclosoquesit or absoluent or sevended disclosures about not be, required for the seller shall be a seller shall be a seller to the seller of the seller
Bayer or ordered and paid for by Bayer. (8) If any disclosure or notice specified in SA(1), or subsequent or amended disc Buyer shall have be right to cancel this Agreement within 3 Days After Deltan plong within notice of conceilation to Sollar or Safatra nature.	topure or natice to Delivered to Buyer after the offer in Signed.
[8] Note to Buyer and Salier: Walver of Statistory and Load Disclosures is pro	shill find by Line.
6. NATURIAL AND ENVIRONMENTAL NAZARDO: Victor for the time specified in per- articipative guides (and confidentialle) and environmental hazards bookies; (i) e- tive Property is founded in a Special Flood Hazard Area, Potential Flooding Responsibility Area; Environtia Facili Zone, Selentia Flooding Area; and (35) disc information required for those zones.	sgraph (AA, Seller shall) it majered by Line. If Deliver to buyon Yen it exempt from the obligation to provide a NHD, abulians it (Inuquision) Ares: Yeny High: Fire Hazard Zone; State Fire See any other zone as required by Law and provide any other
C. WITHHULDHOT TIMES: Within the firm specified in paragraph, 14A, to avaid substitute, as a midward sufficient to comply with federal (FIRST FI) and California with County (FIRST FI) and California with County (FIRST FIRST COUNTY INTEREST COUNTY INTEREST.	required withholding. Seller shell Deliver to Euver or qualified hholding Law (C.A.R. Form AS or OS).
offendens is made evaluation to the public vig. an informet vide on the maintained only on an offender's primitive library, this information will indust either the wideres of 2IP Code in which he or site trades, (National Selections Enders one producted in the commendes dwift Suyer obtain information from this vederite, change Suyers Insperience.	ie Department of Justice at www.megasialay.ca.gov. Departiting I which the offender realities of the countrality of residence to be check this website. If them wants futbor information. Dicker
E. NOTICE REGARDING GAS. AND KAZARDOUS LEGILO. TRANSMISSION FOR Information effour the general location of gas and hazardous floate transmission Mapping Gystem (MPMS) Internet Web sits mentationed by the United States Depar- sed to Linker Information about possible transmission physicise near the Proposity, in the artist. Control of information on pipeline operation is searched by \$2 PC John.	n phelines in available to the public via the Hatistial Ploeline
A. SELLER HAS: 7 (or [1]) I Days After Acceptance to disclose to disclose to blanted development or other common interest existinging (C.A.R. Perm SPC or II the Proposity is, a condomination or is located in a planned development or other Clays After Acceptance to revues from the HOA (C.A.R. Form HOA); (3) Copies or a ministration deem or a ministration deem or is ligation to or against the HOA; (8) a substitute of the propose (a) Copies of the most record 12 months of HOA, refunded for register, and the HOA (A) are proposed to the most record 12 months of HOA, refunded for the Depose (A) Copies (B) Copies (B	(33D). Common interest subdivision, Seller has 3 (or []) If any documents regulated by Laws (iii) disclosure of any pancing
or articipation clean or Registers by or against the HOVE, IBB a subsequent controls pensors; Italy Copies of this most record, 12 months of HOQ, returners for regular more all HOAs governing the Property Collectively. "Cl Disclosurers", Sellor shall health and any Cl Disclosures in Seller's presented, Boyer's expressed of Cl Disclosure 1903.	
TITEMS INCLUDED IN AND EXCLUDED FROM PHYCHASE PRICE: WOTE TO BUTTER AND SELLEN: Herm isled as maluted or excluded in the ML price or excluded Som the sale unloss specified in 88 or C. TITEMS INCLUDED IN SALE:	S. Tyons of marketing materials are not included in the purchies
(1) All EXISTING features and fillings first one observed to the Property; (2) EXISTING electrical, mechanisal, institut, shoulding and heating features, as built-in applicaces, wholey and does exceen, swholey, shoulding and heating features, and does not contain the property of the property	illing fains, feeplock breath, gua logs, and grates, noter systems overlangs, attached floor coverings, talevallers antennae, satellings occupantials, garage, door openital antennae, ordated, galabox systems alemns; (if checked):
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RPA-CA REMBED AND PAGE 3 OF 8)	Pervisored by Dete Dete
California rendennal purchase addicen	EST (RPA-CA PAGE 2 OF 5) 21433 Andalus

perty Address: <u>Le Caluta</u> , <u>CA 92253</u>	Date: August 3, 2013
The following existing it thems: Amendment to his superior Seller represents that all thems included in the placease price, and All term included shell be templated fee of tens and without Sci.	strikin fidere of accombace.
(4) Seller represents that all items included in the purchase price, uni-	res otherwise specified, are owned by Seller.
C. IVERS EXCLUDED PROGRAME: Unions officially and sentent of	not reactions. and video companions (switt as flat viction TVs and specificis) are confide
If now proofs here in test hardfurthering to the Property, even if a bracket	or other mechanism effectived to the computern is altersted to the Philippin
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COMMINGS OF PROPERTY: Unless otherwise agreed: (i) this Property	ny to arold (b) in the PRESENT physical ("as-let") armoldon as of the def M) the Property, including pool, son, tendecephar and grounds, is to b asoc; and (IA) all debts and pamenal property not included in the sale she
of Acceptance and (b) subject to Euryon's investigation rights; (the Property, including peck, spec, bandscaping and grounds, is to b
manipured in exposurably the serie conducts as on the dain of Accept by removed by Close Of Estation.	whose and first as depise and bameinal businers, for monder in the enter and
A. Saller shall, within the time specified in prangraph 14A DISCLOSE I	CHONNI MATERIAL FACTS AND DEFECTS affecting the Property, includin
known treatence claims within the post five years, and make any an	d off other discipation required by law,
B. Buyer has the right to inspect the Property and, as specified in p	dragraph 148, bissed upon information discovered in those inspections: (
cancel this Agreement; or (ii) request that Seller make Repells or tell	a officer action.
C. Beyor is arrangly advised to conduct investigations of the only	e Property in order to determine its present co-sillon. Sellor may not b
properlies to code, in compliance with current Law, or laws inc	е стауру данговия и простина сторогуу мергичиники ингу уни ингин
SUPPLIES INVESTIGATION OF PROPERTY AND MATTERS AFFECTS	it Bayer considers imperiorit. Property improvements may not be but pennin lisandi. IC PROPERTY:
A. Buyer's acceptance of the condition of, and any other matter after	obins the Property, is a continuously of this Agreement as especified in the ph 145(1), Diayer shall have the light, at Sulyer's expense unless otherwis her studies ("Buyer investigations"), including, but not limited to, the right i
paragraph and paragraph 148. Within the time operated in paragra	ph 148(1), Suyer shou have the ciptor, at Buyer's expense unless otherwis
agreed, to conduct impections, investigations, tests, servers and of	her studies ("Buyer Investigations"), including, but not limited to, the right (
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and, either remove the contingency or cancel this Agreement, and ()	li givo Relior, at no cost, complete Copies of all investigation reports obtains next.
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16. SEPARIS: Repulse shall be completed prior to final vertication of ometic	on unless otherwise agreed in willing. Repairs to be performed at Soller's
expense may be performed by Seller or Brough others, provided that inspection and approval requirements. Repetre at all be performed in a go	the work complex with applicable taw, including governmental permit,
osiming malarists. It is understand that some the principal of a state of the contract of the	CO, MANINE TRANSPORT WITH TRANSPORTS OF QUARTER SING SPECIAL COMPANIES OF THE CONTRACT OF THE
obtain receipts for Repairs performed by others; III present a written of	Moment indicating the Reputer confirmed by Select and the Asia of such
obtain receipts for Repairs performed by others; (ii) prepare a written no Repairs; and (iii) provide Copies of accepts and statements to Guyer prior i	la final varification of condition.
98. FIRAL VERIFICATION OF CONDITION: Buyer shall have the right to rook	e a final inspection of the Property within 5 (or) Days Prior
to Close of Englow, not as a contingency of the sale, but and	all for more on the time the marks in contraint and a constant of party
TOURS IN A THINK THE COMMITTER OF THE PROPERTY OF THE CARL STREET, AND T	Solver's office occurrence amove this bresoned in a G Time (D)
17: PROPATIONS OF PROPERTY TAXES AND OTHER HEMS: University	modern demand in waiting thee following former should be 19060 followed and
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	se priore promise payments on Mello-Room unit other Special Assessment
OWINGSHIP ANY EXPERIENCED THE BALL START IS AND ASSESSED AND THE BALL	now a lien but not yet due. Properly will be recessored upon change of
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DREETLY SETYPEEN SUITER AND SELLER, Providence when the made of	nova after Class. Of Earnw, by Buyar, and (i) for periodic prior to Class Cf. TAX BILLS (88VED AFTER OLOSE OF ESCROW SMALL RE HANDLED and on a 30-day month.
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rpa-ca revised 413 (page 8 of 8)	Reviewed by Date and appropri

California residental purchase adresment oppose page 5 of 5)

SIASS Andalusia	
Peoperty Address: La Quinta, CA 92253	Onte: August 3, 2013
10. SELECTION OF SERVICE PROVIDERS: Brokers do not gustante	e the performance of any rendom, service or product providing ("Providency,
whether referred by Broker or selected by Buyer, Seller or other pene	it. Paryer and Seller may refeet ANY Providers of their over choosing.
19. MULTIPLE LITTING SERVICE ("DR.S"); Orders are authorized to a	port to the MLS a pending sale end, open Close Of Empoy, the sales price and
other larges of this transaction shall be provided to the MLS to be	e published and disseminated to persons and antifer authorized to use the
Information on terms approved by the MLS.	the first of the strain of the
20. EQUAL HOUSING OPPORTUNITY: The Property is gold to compile	ret with factorial, state and foods controlocationalism to suce
21. ATTORNEY FEED: In any action, proceeding, or emitration between	n Buyer and Sellot stricting out of this Agreement, the prounting Super or Sellor
shall be unided to reaconable attorney less and costs from the non-p	recognition Person on Soline, recognition on recognition in recognition (C.)
and the state of t	en a nivatett sastet var na natur santet standalelle i artette en

- TOP FINATIONS: An ideal in this Personner source; were and easile from the hort-prevailing Byrer or Select, recorded in paragraph 26A.

 1. DEFENDIONS: An ideal in this Personner.

 A. "Recorpsises" manner the time the other or fired counter; ofter is accepted in willing by a party and in deference to end personnelly monived by the other party or their party or their party and in deference or arother commenced in effect of the offer or a finish counter offer.

 C. A.R. Forms' manner the specific form referenced or arother commenced to by the parties.

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 C. Tobes Of Secretar' means the countering their party of the party of the party of title, is recorded.

 C. Tobes Of Secretar' means arother days in the Acceptance, the last Dily for performance of any act required by this Agronment (including Close Of Secretary) shall not include any Detuncting, the countery and shall include the days of the first ordering of the overtiment of the operation of the operati

- Agreement.

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RPA-CA REMOTED GYS (PAGE 5 OF 8)

Seller's Initials (MGNJG) Restricted by _____ Cubs

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE & OF O

81455 Andelosta Property Address: Le <u>Outrite, CA 92253</u>

Date: August 3, 2013

25. LIQUIDATED CAMAGES, if Buyer fails liquidated damages, the deposit actually intende to occupy, then the emount rate to Buyer. Reference of funds with require a arbitration seemed. AT TIME OF THE INC DAMAGES PROVISION FOR ANY INCREE.	peld. If the Property is a de ined shall be no more than nutual, Signed release (nation PEABED DEPOSIT BUYER	elling with no more than fo W of the purchase price, A Intions from both Duyer an RND SELLER SWALL SIGN	ur units, one of which Suyer My excess whall be returned a Seller, judicial desirion or
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20. ORPHITE RESOLUTION: A. WEIGHATTOR: Super and Selfor uptree to me before recenting to arbitration or count action, agrees to such specified an prior to, or within that to divide uptray serving the parties in without first attempting to exactive the matter have made, then the party within the the entitle THE MEDISTICH PROPRIETY APPLIES by agreement are specified to paragraph 200. DE ARRITHATION OF DISPULTES.	diate any dispute or chim arbiting. Dryor and Baltier size ingree to a measurable three sizes agree to a measurable three sizes, the divided it, for any dispute or dain directly mediation, or (i) before a few of the conserver minority fees, even fact, the Architical Co. NOT The Architical Co. NOT The Architical Co.	between them cut of the Agree mediate may dispute or claim; apute or claim; ap	ment, or eny conditing transaction, conting the Survivatory, witco, in serting, the Survivatory, New Surviva
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 ADDITIONAL MEDIATION AND ARRITHMENT EXCLUSIONS: The Indicating restores at seal action or procurating to enforce a dead influential distance actions (6) the fifting probote, armit closure for Sentenging constitutional intercepting and intercepting constitutions in the constitution of the constitutio	e excluded from mediation and of must, mortgage or installe or enforcement of a mechanic of The fillog of a court action to	a line, and is contract as def a line, and (is) any maker th conside the reconstine of a rest	med in Civil Code (1998; (n) en it is within the jurisdiction of p
(2) SECRETS. Brokens shall not be obligate participating in modern or aristration a 27. TERMS AND COMPTIONS OF OFFICE.	use acting decimes a bout to si	e Agreement	
This is an offer to purchase the Property on perspany in Recompanied to this Agreement it in one dut not all perfess hilled, a country offer is in accept any other other at any loss pale to notif the above combination of agency relativeships and other compensation. This Agreement and counterpants, all of which shall constitute one an	oldhed by all parties or if incorpora ordinal until agreement is reached batton of Accordance, Currer has a if this offer is accepted and Buy any supplement, ecolemium or a of the corporations.	thed by mutual agreement in a co i. Seller has the right to mentione and and accommendation receipt o or subsequently defaults, buyer nodification, including any Copy	used offer at addondum. If at least to affer the Property for asia and to in Copy of the offer and appear to may be used matter for payment of a ring he Signed in two or intre-
28. Test of Essence; entire Contract; a Agreement, is trans an intended by the posi- and may not be contracted by entirence of por- metischer or krealla, the termining provisions a metischer or krealla, the termining provisions a metischer or krealla, the termining provisions at many be amorated, amended, recognice, atten- tions.	PUNISES: Time is of the country of the country of the first, complaine and exchange of the specifiest or commence of the force of the country of the force of the	we expression of their Agreemes coun oral agreement. If any provi a and affect, Except as officeway	it will respect to its subject matter, stor of the Agramment is held to be
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rpa-ca revised wit (page 7 of 6) California R	egidential purchase agræ	FORWARDS	Ones Sensonal Sensona

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	PPER: The offer shall be desired revoked and th	to deposit shall be rehemed where the offer in Signad by Seller and a Copy of the
digned offer is pers enthorized to re	PPER This offer shall be deemed revoked and the mally recolond by Buyer, or by coice 16, by 5:00 FM, on the third	
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MEN B GOLDON		Carlon St. Costan
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AND THE REAL PROPERTY.	y is offered for note or a resignocal NH.B; or (II) [specified in the MCS, provided Cooperating Broker in a Participant of the MLS. I (if chansed) the amount specified in a separate volten agreement (C.A.R. For
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BUYER'S INSPECTION ADVISORY (CAR. Form DIA-A, Revised 10702)

Property Address: 81455 Audelusia, La Quinta, CA 92253

("Froperty").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and inprovements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct monoph investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a past control operator to inspect inecoassible areas of the Property, you should contact qualified experts to conduct such additional investigations.

ELIVER RIGHTS AND OUTIES. You have an altimative duly to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and class that you know or that are within your disjoint attending and observation. The purchase agreement gives you the right to investigate the Property. If you exercise fits right, and you should, you must do so in accordance with the terms of that presentent. This is the best way for you to protect yourself. It is extremely important for you to used all written reports provided by professionals and to discuss the results of importants with the professional should be impection. You have the right to reach the soliton that could upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to durchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER FIGHTS AND DUTIES: Seller is required to disclose to you material tools known to him/her that affect the value or destrability of the Property in your benefit may not be aware of some Property detects or conditions. Seller does not have an obligation to inspect the Property for your benefit not is Seller obligated to repair, correct or otherwise curs known detects that are disclosed to you or your inspectors duting excrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BRONER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegial controlled substances, structural conditions of the foundation or other improvements, or the condition of the road, plumbing, freeling, air conditionsing, electrical, sever, scales, whate deposes, or other system. The entry way to accurately determine the condition of the Property is through an imprection an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing, in sales invalving residential devellings with on more then four units. Brokets have a duty to make a diligent visual inspection of the accessible areas of the Property and to decides the results of that inspection. However, as some Property others or conditions may not be deconcrable from a visual inspection, it is possible Blokers are not aware of hem. If you have ensured into a written agreement with a depositement with a determine the nation of an extent of that Brokers, the sould be after an extension of that Brokers is duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONCETION AND SETABLETY OF ALL ASPECTS OF THE PROPERTY. If YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF SROKERS.

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- E. YOU APE: ADVISED TO CONCUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDINGS, BUT YOU TIME TO THE PROPERTY, ITS SYSTEMS AND COMPONENTS: Foundation, roof, plurishing, hearing, air conditioning, description, recitariosis, security, positions, other structural systems and components, factures, buildin appliances, say personal traperty instruction defects, and energy efficiency of the Property. (Structural systems and components, factures, buildin appliances, say personal traperty instruction defects, and energy efficiency of the Property. (Structural systems).

 2. SQUARE POSTAGE, RGE, BOURDARIES; Square footage, room dimensions, lot size, age of improvements are discussed by Seller and cannot be vertified by Broters. Fernals, hedges, walls, retaining wate and other natural or constructed berries or merkers do not necessarily identify one Property. Foundations. (Professionals such as apprecises, architects, surveyors and o'd engineers are best suited to determine square bridges, denestors and boundaries of the Property.)

 3. WOOD DESTROYING PESTS: Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestition or infection, trapection reports covering these farms can be separated into two sections. Section 1 identifies are set where infestitation or infection is evident. Section 2 identifies areas where there are conditions fiely to lead to infestition or infection of infection and continued set, property.

 3. SOIL STABILITY: Existence of its company is best suited to perform these insections.

 3. SOIL STABILITY: Existence of its company is best suited to determine such conditions, causes and syncelles.)

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BULA REVISED 10/02 (PAGE 1 OF 2)

Inditioned by units

BUYER'S INSPECTION ADMISSIBLY (BUY-A PAGE 1 OF 2)
Agent: Terr Munselle Prome 760,772,2411 Fac: 205-046-1204 Propered using approximation between 45-000 Club Drive Fratian Vieta, CA 22210

ingertif distribution for the contract of the

Property Address: S1455 Endaluelle, La Colinte, Ca. 62255

6. (7. 1	RODE: Present conditori, age, leaks, and remaining useful life. (Roce RODE/SPA: Cracks, leaks or operational problems. (Puot contractor MASTE DISPOSAL: Type, siza, adequacy, capacity and condition seems, and applicable fees.	are beat suited to determine those of of sewer and septic systems and thater and utility evallability, use re	components, connection to
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TOS REVISED 11/12 (PAGE 1 OF 3) REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TOS PAGE 1 OF 3)

Agent. Tom Angure. Phone: 700475-9285 Fax: TEX-7704001 Prepared using 16P3/10P3

ERORE: Vinderine Roal Eliste 71591 Highway 111 Ranck's Milegy, CA 92270

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