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7  
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ANGELES

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11  
12 COUNTY OF LOS ANGELES, a chartered  
County and political subdivision of the State  
13 of California;

14 Plaintiff,

15 v.

16 JUAN ORDORICA, an individual; LISA M.  
NASLUND, aka LISA ECKERT, an  
17 individual; YOLANDA BERUMEN, an  
individual and dba L&N Construction Supply;  
18 LUIS CENICEROS, JR., aka LUIS  
CISNEROS, JR., an individual; LEA  
19 SALAZAR, an individual and dba Unlimited  
Construction Supplies; NICOLE SALAZAR,  
20 an individual, dba L&N Construction Supply,  
and dba A&A Construction Supplies; LAC  
21 EQUIPMENT RENTAL, LLC, a California  
limited liability company; and DOES 1-100,  
22 inclusive,

23 Defendants.  
24  
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CASE NO. 20STCV32948

**COMPLAINT FOR DAMAGES,  
RESTITUTION, AND INJUNCTIVE  
RELIEF**

Assigned to the Hon.

Action Filed:

DEMAND FOR JURY TRIAL

1 Plaintiff County of Los Angeles, a chartered county and a political subdivision of the State  
2 of California ("County"), brings this civil complaint against Juan Ordorica, an individual; Lisa  
3 Naslund, aka Lisa Eckert, an individual; Yolanda Berumen, an individual and dba L&N  
4 Construction Supply; Luis Cenicerros, Jr., aka Luis Cisneros, Jr., an individual; Lea Salazar, an  
5 individual and dba Unlimited Construction Supplies; Nicole Salazar, an individual and dba L&N  
6 Construction Supply, and dba A&A Construction Supplies; LAC Equipment Rental, LLC, a  
7 California limited liability company; and Does 1-100, inclusive (collectively referred to as  
8 "Defendants"), and alleges as follows:

9 **INTRODUCTION**

10 1. Defendants are relatives and friends who, through a complex procurement scheme,  
11 conspired together to illegally secure dozens of County contracts, defrauding the County out of  
12 millions of dollars, compromising the County's competitive solicitation process, and denying  
13 opportunities for legitimate businesses to lawfully do business with the County. Defendants  
14 violated numerous California state laws and the Los Angeles County Code, exploiting Juan  
15 Ordorica and Lisa Naslund's positions as County employees for their own personal financial gain,  
16 abusing a program designed to help small businesses, and laundering purchase transaction and  
17 equipment rentals through their sham companies.

18 2. As a result of these violations, County is entitled to damages, restitution, and  
19 injunctive relief.

20 **JURISDICTION AND VENUE**

21 3. This Court has jurisdiction because the causes of action arise under California law,  
22 Defendants reside and/or do business within California, and the amount in controversy exceeds  
23 \$25,000. (Code Civ. Proc. § 410.10.)

24 4. Venue is proper in this County because Defendants conduct business and are  
25 located within this judicial district, and the claims at issue arose in this judicial district. (Code Civ.  
26 Proc. § 393.)

**PARTIES**

**A. Plaintiff**

5. The County is a political subdivision of the State of California and a charter county organized and existing under the constitution and the laws of the State of California. The Department of Public Works ("DPW") is a department of the County. As part of its mission to provide public infrastructure and municipal services to the County, DPW purchases or rents, from private companies, millions of dollars in goods and services each year, through purchase orders ("POs") and rental agreements ("RAs"). DPW solicits bids from registered vendors through open and competitive bidding processes.

**B. Defendants**

6. At all times material to this action, defendant Juan Ordorica ("Ordorica") was and is employed by the County as a DPW bridge maintenance supervisor. Ordorica's job duties include soliciting bids from vendors for tools and materials through POs, and working with DPW's Fleet Management Division to obtain rental equipment through RAs. Ordorica resides in the County of Los Angeles.

7. At all times material to this action, defendant Lisa Naslund ("Naslund"), was and is Ordorica's wife and employed by the County as a DPW senior civil engineer. Naslund resides in the County of Los Angeles.

8. At all times material to this action, defendant Yolanda Berumen ("Berumen"), an individual and dba L&N Construction Supply, is a long-time friend of Ordorica's. Berumen is also an employee of the County, most recently working as a nurse practitioner for the Department of Health Services. Berumen operated L&N Construction Supply ("L&N"), which entered into contracts with the County as a Local Small Business Enterprise ("LSBE"). Berumen owns a residence in the County of San Bernardino, but on information and belief resides in and operates L&N in the County of Los Angeles.

9. At all times material to this action, defendant LAC Equipment Rental, LLC ("LAC"), bearing California Secretary of State entity number 201502110280, was and is a limited

1 liability company organized and existing under the laws of the state of California, with principal  
2 place of business in the County of Los Angeles, state of California.

3 10. At all times material to this action, defendant Luis Cenicerros, Jr. ("Cenicerros"),  
4 also known as Luis Cisneros, Jr., was and is Ordorica's nephew, and the sole member and manager  
5 of LAC, which entered into contracts with the County as an LSBE. Cenicerros resides in and  
6 operates LAC in the County of Los Angeles.

7 11. At all times material to this action, defendant Lea Salazar ("L. Salazar"), an  
8 individual and dba Unlimited Construction Supplies, was and is a long-time friend of Ordorica's.  
9 L. Salazar operated Unlimited Construction Supplies ("Unlimited"), which entered into contracts  
10 with the County as an LSBE. L. Salazar operates Unlimited in the County of Los Angeles, and  
11 resides in the County of San Bernardino.

12 12. Nicole Salazar ("N. Salazar"), an individual and dba L&N Construction Supply,  
13 and dba A&A Construction Supplies ("A&A"), is a long-time friend of Ordorica's. N. Salazar  
14 operated L&N, which entered into contracts with the County as an LSBE, and A&A. N. Salazar  
15 resides in and operates L&N and A&A in the County of Los Angeles.

16 13. Cenicerros, LAC, Berumen (dba L&N), L. Salazar (dba Unlimited), and N. Salazar  
17 (dba A&A and dba L&N) are referred to collectively as "Vendor Defendants."

18 **C. Doe Defendants**

19 14. The true names and capacities, whether individual, corporate, partnership,  
20 associate, or otherwise, of Does 1 through 100, inclusive, are unknown to County who therefore  
21 sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474.  
22 County will seek leave to amend this Complaint to allege the true names and capacities of Does 1  
23 through 100, inclusive, when they are ascertained.

24 **D. Agency**

25 15. At all times material to this action, each of the defendants was the agent, employee,  
26 servant, partner, aider and abettor, co-conspirator, and/or joint venturer of each of the remaining  
27 defendants herein and operated and acted within the purpose and scope of said agency, service,  
28

1 employment, partnership, conspiracy, and joint venture and substantially assisted and encouraged  
2 each other, knowing that their conduct was wrongful and/or constituted a breach of duty.

3 16. Furthermore, County is informed and believes, and on that basis alleges, that at all  
4 times material to this action, Cenicerros directed operation of LAC as a mere alter ego and was  
5 personally involved in the wrongful conduct alleged herein. There exists a unity of interest  
6 between Cenicerros and LAC such that LAC is a mere shell and conduit for the affairs of  
7 Cenicerros.

8 17. Moreover, County is informed and believes, and on that basis alleges, that LAC  
9 was and is inadequately capitalized and has failed to abide by the formalities of corporate  
10 existence. In addition, Cenicerros has continued to siphon revenue from the business entity for his  
11 personal enrichment and to keep LAC in a perpetual state of insolvency. To recognize the separate  
12 existence of LAC and treat it as a sole actor will result in inequity and injustice in this action.

13 18. Finally, County is informed and believes, and on that basis alleges, that Defendants  
14 actively participated in, directed, and/or authorized the wrongful conduct alleged herein, and are  
15 therefore, independently personally liable for their conduct.

### 16 **GENERAL ALLEGATIONS**

#### 17 **The County Bid Solicitation Process**

18 19. The County's competitive bidding process is founded on the state of California's  
19 public policy – set forth in Public Contract Code § 100 – that an open and transparent system of  
20 awarding public contracts stimulates advantageous market place competition, facilitates sound  
21 fiscal practices, and provides a fair and equal opportunity to qualified vendors. Such a system  
22 protects the public from the misuse of public funds, and eliminates favoritism, fraud, and  
23 corruption in the awarding of public contracts.

24 20. Pursuant to the Los Angeles County Purchasing Policy & Procedure Manual, the  
25 County provides a system of competitive bidding in which companies who wish to provide goods  
26 and services to the County may first qualify and enroll as vendors. Enrollment requires a company  
27 to provide its taxpayer ID number, contact information, sales tax permit number, and a list of the  
28 types of products and/or services the company provides.

1           21.     Once a vendor is registered, it is eligible to bid on commodities and services  
2 contracts (POs), to be sought after by County departments seeking qualified vendors, and, if  
3 eligible, to qualify for programs that provide bidding preferences.

4           22.     One of these preference programs is targeted at LSBEs, and allows small  
5 businesses to receive up to a 15% bid price reduction, or "preference," when bidding on certain  
6 solicitations. The purpose of this program is to boost contracting opportunities for small  
7 businesses in the County.

8           23.     To register as an LSBE, a vendor must be certified by the State of California's  
9 Office of Small Business and DVBE Services. The certification requires that the business  
10 owner(s) declares under penalty of perjury that the information submitted in the application is  
11 correct and that the business provides a commercially useful function. The business is also  
12 required to submit a form authorizing a release of their tax transcripts. The State of California may  
13 also request additional information, and is responsible for confirming the information submitted.

14           24.     Once a business receives a small business certification from the State, the business  
15 is eligible to be designated an LSBE by the County.

16                           **Defendants Registered Their "Businesses" As County Vendors**

17           25.     L&N registered as a County vendor in September 2008 and certified as an LSBE in  
18 October 2016. L&N holds a master agreement contract with the County for the bare rental of  
19 construction equipment. Despite L&N's representations to the contrary, the County discovered in  
20 or around 2019 that L&N made false representations on its state small business certification  
21 application, as it does not appear to have a legitimate business location, does not appear to own or  
22 control any rental equipment, and does not appear to regularly engage in the type of business for  
23 which DPW has contracted with it. Rather, because L&N has no legitimate business resources,  
24 L&N simply outsources and marks up equipment rentals. Based on L&N's misrepresentations, the  
25 County made purchases from L&N totaling over \$1.5 million between November 2008 and March  
26 2019.

27           26.     Unlimited registered as a County vendor in July 2011 and certified as an LSBE in  
28 October 2014. Unlimited holds a master agreement contract with the County for the bare rental of

1 construction equipment and asphalt/concrete services. Despite Unlimited's representations to the  
2 contrary, the County discovered in or around 2019 that Unlimited made false representations on its  
3 state small business certification application, as it does not appear to have a legitimate business  
4 location, does not appear to own or control any rental equipment, and does not appear to regularly  
5 engage in the type of business for which DPW has contracted with it. Rather, because Unlimited  
6 has no legitimate business resources, Unlimited simply outsources and marks up equipment  
7 rentals. Based on Unlimited's misrepresentations, the County made purchases from Unlimited  
8 totaling over \$9.3 million between September 2011 and July 2020.

9         27.     LAC registered as a County vendor in October 2015 and certified as an LSBE in  
10 October 2016. LAC currently holds a master agreement contract with the County for the bare  
11 rental of construction equipment. Despite LAC's representations to the contrary, the County  
12 discovered in or around 2019 that LAC made false representations on its state small business  
13 certification application, as it appears it owned no rental equipment at the time it was certified  
14 (although it has recently acquired 8 vehicles, which the County alleges on information and belief  
15 were acquired with ill-gotten gains), and does not appear to regularly engage in the type of  
16 business for which DPW has contracted with it. Rather, because LAC had no legitimate business  
17 resources, and now has minimal resources, LAC frequently outsources and marks up equipment  
18 rentals. LAC has also provided the County with commodities ordered by DPW. Based on LAC's  
19 misrepresentations, the County made purchases from LAC totaling over \$3.3 million between  
20 February 2016 and January 2020.

21         28.     A&A registered as a County vendor in November 2017. A&A provided non-  
22 agreement commodities based on the needs of DPW. The County has made purchases from A&A  
23 totaling over \$25,000 between February 2018 and October 2018.

24         29.     Despite the requirement that vendors for the County provide a commercially useful  
25 function, the Vendor Defendants are not legitimate businesses, until recently owned no rental  
26 equipment, do not engage in the sale of supplies and goods, and do not perform a commercially  
27 useful function.

28

**Defendants Corrupted the Solicitation Process**

1  
2 30. Defendants compromised the County's competitive solicitation process by  
3 conspiring with each other to direct DPW solicitations to them, denying the opportunity for  
4 legitimate small businesses to obtain County awards. Defendants utilized Ordorica's position of  
5 authority within the County to conceal and advance their scheme.

6 31. For example, in connection with at least one Request for Bid, LAC and Unlimited  
7 listed Ordorica's sole proprietorships – JR Builders and Ornaz General Engineering Construction  
8 ("Ornaz") – as references to assist them in qualifying to obtain County business. The County  
9 reached out to Ornaz as part of the background check process, and from an email address  
10 controlled by Ordorica and Naslund, Ornaz completed reference questionnaires for both LAC and  
11 Unlimited, reporting extensive business dealings with them. Ornaz did not disclose its relationship  
12 to Ordorica. The County discovered in or around 2020 that these business dealings did not exist.

13 32. Moreover, in direct violation of County procurement policies, which expressly  
14 prohibit sharing one vendor's quote with another vendor, Ordorica forwarded vendor quotes to  
15 Defendants on at least 80 occasions, providing them with an improper advantage in the bidding  
16 process.

17 33. Furthermore, in violation of policy, Ordorica would regularly solicit quotes from a  
18 combination of Vendor Defendants to provide the appearance of a competitive process where none  
19 actually existed. Specifically, on at least 36 occasions during the period from August 2011 to July  
20 2018, Ordorica solicited quotes only from a combination of L&N, LAC, Unlimited, and/or A&A.  
21 The County only discovered these facts in 2019. In connection with these solicitations, the Vendor  
22 Defendants would discuss pricing amongst themselves prior to submitting their bids.

23 34. Ordorica also improperly promoted the Vendor Defendants throughout DPW,  
24 providing listings that included only Vendor Defendants to other DPW staff to use in their  
25 solicitations and listing them as "reference vendors" on Purchase Requests. Ordorica did not  
26 disclose his relationships to the Vendor Defendants during these promotions.

27 35. Moreover, in a clear conflict of interest, Ordorica and Naslund also actively  
28 managed and operated LAC, Unlimited, and L&N. For example, Ordorica assisted Cenicerros in



1 negotiating the purchase of his dump truck, coordinating the ordering of commodities, requesting  
2 quotes from prior County vendors on behalf of LAC and L&N, and conducting routine business  
3 correspondence and transactions on behalf of LAC. On information and belief, Naslund used her  
4 personal email account to send completed bidding documents to Cenicerros, and also prepared  
5 routine correspondence on behalf of LAC.

6 **Defendants Marked Up Legitimate Quotes**

7 36. Once Defendants received solicitations, they regularly obtained quotes from  
8 legitimate construction supply/rental companies, many of whom were also County vendors (but  
9 not necessarily LSBEs). Defendants then sent inflated price quotes to DPW for the requested item.  
10 Defendants also added delivery costs for the purchases, even though the legitimate construction  
11 supply/rental companies actually provided the equipment and delivery to DPW and did not charge  
12 a delivery fee. But because Vendor Defendants had qualified as LSBEs, their pricing preference  
13 meant they were awarded contracts over non-LSBE vendors.

14 **Bribes and Kickbacks**

15 37. In return for directing business to the other Defendants, from February 2016 to  
16 February 2020, Ordorica and/or Naslund received bribes and/or kickbacks in excess of \$1 million  
17 from Cenicerros, including, but not limited to, over \$175,000 in cash, \$63,500 in mortgage  
18 payments, and \$765,000 in payments made directly to Ordorica's and Naslund's credit cards. In  
19 addition, L. Salazar gave Ordorica and Naslund World Series tickets, valued at nearly \$2,000.

20 38. On information and belief, Defendants have used their ill-gotten gains to acquire  
21 interest in, purchase the following real and personal property, or make payments toward the  
22 property, including but not limited to:

- 23 a) 4407 Hammel Street, East Los Angeles, California 90022 (APN 5234-010-058);
- 24 b) 4408 Hammel Street, East Los Angeles, California 90022 (APN 5234-011-083);
- 25 c) 838 Avenue C, Redondo Beach, California 90277 (APN 7509-021-008);
- 26 d) 653 Avenue C, Redondo Beach, California (APN 7509-018-037);
- 27 e) 2860 E Oak Hill Dr, Ontario, California 91761 (APN 1083091190000);
- 28 f) 2018 Honda Accord Touring (VIN: 1HGCV2F98JA037181; LIC#: 8EMM600);

- 1 g) 1969 GMC Pick Up Truck (VIN: CE10DZA10179; LIC#: T347S0);  
2 h) 2018 Toyota Tundra (VIN: N/A LIC#: 77286K1);  
3 i) 2015 Porsche Cayenne S (VIN: WP1AB2A2XFLA56592; LIC#: 7GGJ958);  
4 j) 2011 Ziemer Trailer (VIN: 1ZCS16010BZ339122; LIC#: 4LX2188);  
5 k) 2007 Grand Cherokee SRT-8 (VIN: 1J8HR78347C643176; LIC#: 8EIX958);  
6 l) 2018 CAN-AM Maverick Max S RS (VIN: 3JBVNAW22JK000438; LIC#: 69TP94);  
7 m) 2005 Ford F450 Super Duty (VIN: 1FDXF46P05EB87836; LIC#: 10565W2);  
8 n) 1974 Chevy Pick Up Truck (VIN: CKY184F154910; LIC#: LACJR3);  
9 o) 2002 Toyota Tacoma (VIN: 5TENL42N22Z126537; LIC#: T814MO);  
10 p) 2019 Cadillac Escalade (VIN: N/A; LIC#: 8LEU693);  
11 q) 2004 Honda Accord (VIN: N/A; LIC#: 5EWF553);  
12 r) 2017 Jaguar (VIN: SAJBF4BV2HCY33480; LIC#: 8KGL949);  
13 s) 2008 Toyota Matrix XR (VIN: 2T1KR32E58C715589; LIC#: 6CSU613  
14 t) 2017 Chevrolet Silverado (VIN: N/A; LIC#: 65310W1);  
15 u) 1995 Kawasaki (VIN: KAW44856C595; LIC#: 6598NT);  
16 v) 2001 Bombardier;  
17 w) 2017 Valew Peterbilt Dump Truck (VIN 2NP3LJ9X0HM318606; LIC#: 51545W1)  
18 x) 2017 Valew Peterbilt Dump Truck (VIN: 2NP3LJ9X3HM318602; LIC#: 94010A2)  
19 y) 2019 Ford -450 Utility Truck (VIN: 1FDXF46P05EB87836; LIC #: 10565W2)  
20 z) 2019 Ram 4500 Flatbed Truck (VIN: 3C7WRKBL8KG657486; LIC#: 57537M2)  
21 aa) Caterpillar Compact Track Loader – 299C (ID# CAT0299CEJSP01388)  
22 bb) Caterpillar Skid Steer – 262C2 (ID# CAT0262CJTMW01038)  
23 cc) Rolex Day Date Everose gold 36mm;  
24 dd) Tag Heuer "Jack Heuer" 45mm;  
25 ee) Grand Seiko Manual 37mm SBGW231; and  
26 ff) Grand Seiko SBGX209.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**  
3 **Violation of the Cartwright Act**  
4 **Business and Professions Code § 16720**  
5 **(Against All Defendants and Does 1-100)**

6 39. The County incorporates herein by reference and realleges the allegations stated in  
7 Paragraphs 1 through 38, inclusive, of this Complaint.

8 40. Beginning at least as early as 2011, and continuing thereafter until at least July  
9 2020, Defendants entered into and engaged in a continuing unlawful trust for the purpose of  
10 unreasonably restraining trade in violation of California Business and Professions Code section  
11 16720.

12 41. Defendants violated California Business and Professions Code section 16720 by  
13 forming a continuing unlawful trust and arranging a concerted action among Defendants in order  
14 to submit rigged bids for County POs and RAs.

15 42. As a direct and proximate result of Defendants' unlawful conduct, the County was  
16 injured in its business and property because it paid more for equipment rentals, goods, and  
17 services than it would have paid in the absence of Defendants' unlawful conduct. As a result of  
18 Defendants' violation of Section 16720, the County brings this claim pursuant to Section 16750(a)  
19 and seeks treble damages and the costs of suit, including reasonable attorneys' fees, according to  
20 proof.

21 **SECOND CAUSE OF ACTION**  
22 **Conflict of Interest**  
23 **Government Code § 1090 *et seq.***  
24 **(Against All Defendants and Does 1-100)**

25 43. The County incorporates herein by reference and realleges the allegations stated in  
26 Paragraphs 1 through 42, inclusive, of this Complaint.

27 44. California Government Code section 1090 prohibits a public official from  
28 participating in making any contract in which that official has a financial interest.

45. Under California Government Code section 1092, contracts and the approval of  
payments made in violation of California Government Code section 1090 may be avoided at the

1 request of any party other than the financially interested official. Among other remedies, all of the  
2 payments made by a public entity pursuant to a contract tainted by a conflict must be refunded to  
3 the public entity.

4 46. As alleged in this Complaint, Ordorica and Naslund had a financial interest in the  
5 POs and RAs entered into between the County and the Vendor Defendants, due to the fact that  
6 they were receiving kickbacks and other benefits from the Vendor Defendants in exchange for the  
7 POs and RAs.

8 47. Acting in his official capacity as a bridge maintenance supervisor for DPW,  
9 Ordorica participated in making the County's various POs and RAs with the Vendor Defendants.

10 48. Vendor Defendants LAC, Cenicerros, Berumen, L. Salazar, and N. Salazar knew  
11 that Ordorica and Naslund had a financial interest in the POs and RAs entered into between the  
12 County and the Vendor Defendants, because they knew that Ordorica and Naslund were receiving  
13 kickbacks from the Vendor Defendants. Moreover, on information and belief, Naslund used her  
14 personal email account to send completed bidding documents to Cenicerros, and also prepared  
15 routine correspondence on behalf of LAC. Thus, the other Defendants knowingly and intentionally  
16 aided and abetted Ordorica's violation of Government Code section 1090 by paying bribes and  
17 soliciting POs and RAs where they knew there was a clear conflict of interest.

18 49. Because of Ordorica's conflict of interest and participation in the obtaining of POs  
19 and RAs from the Vendor Defendants, the POs and RAs were void when executed.

20 50. The conduct of Defendants, and each of them, violated California Government  
21 Code section 1090 and was a substantial factor in causing the County to sustain damages, in an  
22 amount according to proof.

23 **THIRD CAUSE OF ACTION**  
24 **Receiving Fee or Reward for Services Rendered as a County Employee**  
25 **Los Angeles County Code section 5.44.020.**  
**(Against Ordorica and Does 1-100)**

26 51. The County incorporates herein by reference and realleges the allegations stated in  
27 Paragraphs 1 through 50, inclusive, of this Complaint.

28

1           52.     Los Angeles County Code section 5.44.020 prohibits any officer or employee of  
2 the County from requesting or receiving any fee, reward, or payment for any services rendered by  
3 him as an officer or employee.

4           53.     Acting in his official capacity as a bridge maintenance supervisor for DPW,  
5 Ordorica participated in making the County's various POs and RAs with the Vendor Defendants.  
6 And as alleged in this Complaint, Ordorica received rewards in the form of bribes and kickbacks  
7 for the POs and RAs entered into between the County and the Vendor Defendants. Thus, Ordorica  
8 violated Los Angeles County Code section 5.44.020.

9           54.     Ordorica's conduct violated the Los Angeles County Code and was a substantial  
10 factor in causing the County to sustain damages, in an amount according to proof.

11                                   **FOURTH CAUSE OF ACTION**  
12                                   **Fraud and Deceit**  
   **(Against All Defendants, and Does 1-100)**

13           55.     The County incorporates herein by reference and realleges the allegations stated in  
14 Paragraphs 1 through 54, inclusive, of this Complaint.

15           56.     As set forth above, certain information that Defendants provided to the County in  
16 connection with the Vendor Defendants' solicitations of POs and RAs was in fact false, including  
17 reference lists and completed reference reviews.

18           57.     In connection with Bid # 18200651, LAC provided the County's Purchasing &  
19 Contracts Division a "Prospective Contractor References" form identifying Ornaz, Ordorica's  
20 business, as a reference, with the contact person listed as "Juan Ortega," an alias of Ordorica. On  
21 information and belief, this form was sent to the County by Cenicerros. The reference form  
22 identified \$220,000 worth of equipment rentals LAC had purportedly provided to Ornaz. On April  
23 19, 2018, Ornaz (ornaz\_eng@yahoo.com) responded to a request from the County (sent by Reina  
24 Duran in the Internal Services Department) rating LAC as 10 out of 10 in five different categories.  
25 On information and belief, LAC did not provide any equipment rentals to Ornaz. Moreover,  
26 neither LAC nor Ornaz disclosed that Ordorica was the principle of Ornaz.

27           58.     In connection with Bid #18200651, Unlimited provided the County's Purchasing &  
28 Contracts Division a "Prospective Contractor References" form identifying Ornaz Gen., Ordorica's

1 business, as a reference with the contact person listed as "Juan Ortega," an alias of Ordorica. On  
2 information and belief, this form was sent to the County by L. Salazar. The reference form  
3 identified \$300,000 worth of equipment rentals Unlimited had purportedly provided to Ornaz. On  
4 April 25, 2018, Ornaz (ornaz\_eng@yahoo.com) responded to a request from the County (sent by  
5 Reina Duran in the Internal Services Department) rating Unlimited as 10 out of 10 in five different  
6 categories. On information and belief, Unlimited did not provide any equipment rentals to Ornaz.  
7 Moreover, neither Unlimited nor Ornaz disclosed that Ordorica was the principal of Ornaz.

8           59.     In connection with Bid #18200651, L&N provided the County a "Prospective  
9 Contractor References" form identifying JR Builders, Ordorica's business, as a reference with the  
10 contact person listed as "John Munoz." On information and belief, this form was sent to the  
11 County by Berumen. The address listed was a property owned by Ordorica and Naslund. The  
12 reference form identified \$95,000 worth of rentals L&N had purportedly provided to JR Builders.  
13 On information and belief, L&N did not provide any equipment rentals to JR Builders. L&N did  
14 not disclose that Ordorica was the principal of JR Builders.

15           60.     In October 2014, L. Salazar, dba Unlimited, registered Unlimited as an LSBE. In  
16 October 2016, Berumen, dba L&N, registered L&N as an LSBE. In October 2016, Ceniceros  
17 registered LAC as an LSBE. In connection with these registrations, Defendants falsely claimed the  
18 Vendor Defendants qualified as LSBEs. Specifically, they fraudulently certified that the Vendor  
19 Defendants met the conditions of the LSBE program when they did not in fact provide any  
20 commercially useful function.

21           61.     When Defendants provided the above information to the County, Defendants, and  
22 each of them, knew the information to be false or had no belief in their truth and made them  
23 recklessly. Defendants provided the information with the intent to defraud and deceive the County  
24 whom Defendants intended or reasonably should have intended would rely on the information  
25 provided.

26           62.     At the time Defendants provided such information to the County, and at the time  
27 the County entered into the POs and RAs with the Defendant Vendors, the County was ignorant of  
28 the falsity of the information provided by Defendants, and believed the information to be true. In

1 reliance on these misrepresentations, the County did enter into various POs and RAs with  
2 Defendants. The County's reliance on the information provided by Defendants was justified in that  
3 it had no reason to believe the information was not accurate.

4 63. Defendants' unlawful conduct alleged herein was oppressive, fraudulent, and  
5 malicious.

6 64. As a proximate result of the conduct of Defendants, and each of them, and the facts  
7 alleged herein, the County was damaged, in an amount according to proof.

8 **FIFTH CAUSE OF ACTION**  
9 **Conspiracy To Commit Fraud**  
**(Against All Defendants and Does 1-100)**

10 65. The County incorporates herein by reference and realleges the allegations stated in  
11 Paragraphs 1 through 64, inclusive, of this Complaint.

12 66. In or around 2008, 2011, and 2015, defendants and each of them knowingly and  
13 willfully conspired and agreed among themselves to defraud the County by falsely certifying  
14 L&N, Unlimited, and LAC as LSBEs.

15 67. In or around 2018, defendants and each of them knowingly and willfully conspired  
16 and agreed among themselves to defraud the County by presenting false "Prospective Contractor  
17 References" forms and references.

18 68. From at least 2015 to January 2020, defendants and each of them knowingly and  
19 willfully conspired and agreed among themselves to defraud the County when Ordorica shared  
20 bids with the Vendor Defendants

21 69. In furtherance of their conspiracy and agreement, Defendants engaged in fraudulent  
22 representations, omissions, and concealment of facts, acts of cover-up, and statements calculated  
23 to entice County to enter into POs and RAs for the benefit of Defendants.

24 70. As a proximate result of the conduct of Defendants, and each of them, and the facts  
25 alleged herein, the County was damaged, in an amount according to proof.

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1 **SIXTH CAUSE OF ACTION**  
2 **Unjust Enrichment**  
3 **(Against All Defendants and Does 1-100)**

4 71. The County incorporates herein by reference and realleges the allegations stated in  
5 Paragraphs 1 through 70, inclusive, of this Complaint.

6 72. The County was deprived of economic benefit because Defendants anticompetitive  
7 conduct created artificially inflated prices for the County POs and RAs.

8 73. Defendants enjoyed unjust financial profits which were derived from unlawful  
9 overcharges and illegal contracts. Their financial profits are economically traceable to  
10 overpayments by the County for the POs and RAs awarded to Vendor Defendants.

11 74. The unlawful overcharges and unlawful profits enjoyed by Defendants are a direct  
12 and proximate result of Defendants' unlawful practices.

13 75. It would lead to injustice if Defendants could retain any of the unlawful financial  
14 payments and profits that are a direct and proximate result of their engagement in unlawful, unfair,  
15 and fraudulent conduct.

16 76. As alleged in this Complaint, Defendants have been unjustly enriched as a result of  
17 their wrongful conduct. The County is accordingly entitled to equitable relief, including  
18 imposition of a constructive trust for the benefit of the County, and including restitution and/or  
19 disgorgement of all revenues, earnings, profits, compensation, and benefits which may have been  
20 obtained by Defendants' engagement in unlawful, unfair, and fraudulent conduct.

21 **SEVENTH CAUSE OF ACTION**  
22 **Local Business Enterprise Preference Program**  
23 **Los Angeles County Code Chapter 2.204**  
24 **(Against Defendants Berumen, Cenicerros, L. Salazar, LAC Equipment Rental, LLC, L&N**  
25 **Construction Supply, and Unlimited Construction Supplies)**

26 77. The County incorporates herein by reference and realleges the allegations stated in  
27 Paragraphs 1 through 76, inclusive, of this Complaint.

28 78. In October 2014, L. Salazar, dba Unlimited, registered Unlimited as an LSBE. In  
October 2016, Berumen, dba L&N, registered L&N as an LSBE. In October 2016, Cenicerros  
registered LAC as an LSBE.



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79. As set forth above, none of these businesses performed a commercially useful function. Thus, none of these businesses were eligible to enroll in the LSBE program.

80. The conduct of Defendants Berumen, Ceniceros, L. Salazar, LAC, L&N, and Unlimited violated Los Angeles County Code, Chapter 2.204, and was a substantial factor in causing the County to sustain damages in an amount according to proof pursuant to Los Angeles County Code section 2.204.080(D).

**EIGHTH CAUSE OF ACTION**  
**Unfair, Unlawful, and Fraudulent Business Practices**  
**Business and Professions Code § 17200 *et seq.***  
**(Against All Defendants and Does 1-100)**

81. The County incorporates herein by reference and realleges the allegations stated in Paragraphs 1 through 80, inclusive, of this Complaint.

82. Beginning in at least 2011, and continuing thereafter until at least July 2020, Defendants committed acts of unfair competition, as defined by Sections 17200 *et seq.* of the California Business and Professions Code.

83. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants, as alleged herein, constituted a common continuing conduct of unfair competition including unfair, unlawful, and fraudulent business practices within the meaning of Section 17200 *et seq.* of the California Business and Professions Code.

84. The unlawful and unfair business practices of Defendants caused the County to pay artificially inflated prices for POs and RAs to Vendor Defendants. The County was injured in its business and property because it paid more than it would have paid in the absence of Defendants' unlawful conduct.

85. The County has no adequate remedy at law in that damages are insufficient to protect it from the future danger and harm caused by the acts and practices described in this Complaint. Unless injunctive relief is granted to enjoin the future unlawful business practices of the Defendants, the County will suffer irreparable injury and damage.



1 c. Awarding exemplary damages to the County, pursuant to Civil Code section  
2 3294, subdivision (a); and

3 d. For a declaration that Defendants hold the property set forth in Paragraph  
4 38 above as constructive trustees for the benefit of the County.

5 5. On the **Fifth Cause of Action (Conspiracy)**:

6 a. Adjudging and decreeing that Defendants' conduct constitutes conspiracy to  
7 commit fraud against the County;

8 b. Awarding compensatory damages to the County, in an amount according to  
9 proof; and

10 c. For a declaration that Defendants hold the property set forth in Paragraph  
11 38 above as constructive trustees for the benefit of the County.

12 6. On the **Sixth Cause of Action (Unjust Enrichment)**:

13 a. Adjudging and decreeing that Defendants have been unjustly enriched at the  
14 expense of and to the detriment of the County;

15 b. Ordering Defendants to pay and reimburse the County for all damages, in  
16 an amount according to proof;

17 c. Awarding the County reimbursement of attorneys' fees and costs of suit;  
18 and

19 d. For a declaration that Defendants hold the property set forth in Paragraph  
20 38 above as constructive trustees for the benefit of the County.

21 7. On the **Seventh Cause of Action (Local Business Enterprise Preference  
22 Program)**:

23 a. Adjudging and decreeing that Defendants Berumen, Cenicerros, L. Salazar,  
24 LAC Equipment Rental, LLC, L&N Construction Supply, and Unlimited Construction Supplies  
25 violated the Los Angeles County Code by enrolling the Vendor Defendants as LSBE businesses;

26 b. Awarding damages to the County, in an amount according to proof, but not  
27 less than 15% of the POs and RAs awarded to Vendor Defendants; and

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1 c. Assessing a penalty against Defendants Berumen, Cenicerros, L. Salazar,  
2 LAC Equipment Rental, LLC, L&N Construction Supply, and Unlimited Construction Supplies,  
3 of 10% of total POs and RAs awarded to Vendor Defendants, in an amount according to proof.

4 7. On the **Eighth Cause of Action (Unfair, Unlawful, and Fraudulent Business**  
5 **Practices)**:

6 a. Adjudging and decreeing that Defendants' conduct and conspiracy violates  
7 the Unfair Competition Law, California Business and Professions Code sections 17200 *et seq.*;  
8 and

9 b. Awarding restitution to the County, in an amount according to proof; and

10 c. Issuing a temporary restraining order, preliminary injunction, and  
11 permanent injunction, pursuant to Business and Professions Code sections 17203 and 17204,  
12 enjoining Defendants, and all those acting under, by, through, or on their behalf, from engaging in  
13 or performing, directly or indirectly, any and all of the unlawful acts described in this Complaint.

14 9. For pre-judgment interest, at the rate of 10 percent per annum.

15 10. For reasonable attorney's fees, according to law.

16 11. Such other and further relief as the Court deems just and proper.

17 **DEMAND FOR JURY TRIAL**

18 The County hereby demands trial of this matter by jury.

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20 Dated: August 28, 2020

Respectfully Submitted,

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MARY C. WICKHAM  
Los Angeles County Counsel

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By:   
KATHERINE G. McKEON  
Deputy County Counsel

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