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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

6 Attorneys for Plaintiff
Corinthian Textile Solutions, Inc.
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
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11 CORINTHIAN TEXTILE SOLUTIONS, INC.,
an Oregon corporation,

12 Plaintiff,

13 vs.

14 FISKER GROUP, INC., a California
15 corporation; FISKER GMBH, a foreign entity;
and DOES 1 through 10, inclusive,

16 Defendants.
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CASE NO. **24STCV09042**

Unlimited Jurisdiction

COMPLAINT FOR:

1. **BREACH OF WRITTEN CONTRACT;**
2. **BREACH OF CONTRACT;**
3. **QUANTUM MERUIT**
4. **OPEN BOOK ACCOUNT;**
5. **GOODS AND SERVICES RENDERED;**
6. **ACCOUNT STATED**

20 Plaintiff Corinthian Textile Solutions, Inc. (“Plaintiff” or “Corinthian”), an Oregon
21 corporation, complains and alleges as follows:
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23 **THE PARTIES**

24 1. Plaintiff is, and at all times relevant to this action was, an Oregon corporation
authorized to do business in California and doing business in the State of California.

25 2. Plaintiff is informed and believes, and based thereon alleges, that defendant Fisker
26 Group, Inc. (“Fisker USA”) is, and at all relevant times was, a Delaware corporation with its
27 principal place of business located in Los Angeles County, California.
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1 3. Plaintiff is informed and believes, and based thereon alleges, that defendant Fisker
2 GmbH (“Fisker GmbH” and collectively referred to herein with Fisker USA as “Fisker” or
3 “Defendants”) is, and at all relevant times was, a foreign unincorporated entity which does
4 business in California. Plaintiff is further informed and believes, and thereon alleges, that Fisker
5 GmbH’s principal place of business is, and at all relevant times was, located in Graz, Austria.

6 4. Plaintiff is informed and believes, and thereon alleges, that unless otherwise
7 specifically mentioned each defendant identified herein was an agent and/or employee of each of
8 the remaining defendants, and that in doing the things complained of herein was acting within the
9 course and scope of such agency and/or employment.

10 5. Plaintiff is informed and believes, and on that basis alleges, that at all relevant
11 times mentioned herein, the business activities and affairs of Fisker USA and Fisker GmbH, and
12 each of them, are and were so intermingled as to constitute one single business enterprise
13 conducted by, between, and among them. Plaintiff is further informed and believes, and thereon
14 alleges, that defendants Fisker USA and Fisker GmbH are, and at all times relevant hereto were,
15 mere shells without adequate, sufficient, or reasonable assets or capital with which to carry on the
16 businesses in which they were engaged. Additionally, Plaintiff is informed and believes, and
17 thereon alleges, that there exists a unity of interest and ownership between Fisker and GmbH,
18 such that any individuality and separateness between the companies has ceased and Fisker USA
19 and Fisker GmbH are the alter egos of one another. Based on the foregoing, Plaintiff is informed
20 and believes, and thereon alleges, that adherence to the fiction of a separate existence between
21 Fisker USA and Fisker GmbH would sanction fraud by permitting Fisker USA and Fisker GmbH
22 to avoid the responsibility for their business undertakings and to promote injustice by depriving
23 Erewon from recovering for the damages alleged herein.

24 6. The true names and capacities, whether individual, corporate, associate or
25 otherwise, of the defendants sued herein as DOES 1 through 10, inclusive, are unknown to
26 Plaintiff, who therefore sues these defendants by their fictitious names. Plaintiff is informed and
27 believes, and based thereon alleges, that each of the defendants designated herein as a fictitiously
28 named defendant is in some manner responsible for the events and happenings herein referred to,

1 either contractually or tortuously, and caused the damage to Plaintiff as herein alleged. When
2 Plaintiff ascertains the true names and capacities of DOES 1 through 10, inclusive, it will seek
3 leave of this Court to amend its Complaint by setting forth the same.

4 **JURISDICTION**

5 7. The contracts at issue in this Complaint contain a choice of venue clause which
6 specifies that the Los Angeles County Superior Court shall have jurisdiction for all disputes
7 arising from or in connection with the parties' business relationship. As such, this Court has
8 jurisdiction to hear this dispute.

9 **FACTUAL ALLEGATIONS**

10 8. Plaintiff manufactures specialty textile products for automotive, marine, and
11 specialty markets.

12 9. Plaintiff is informed and believes, and thereon alleges, that Fisker USA is an
13 American automotive company that manufactures and sells electric vehicles. Plaintiff is further
14 informed and believes, and thereon alleges, that Fisker GmbH is the European affiliate of Fisker.

15 10. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
16 hereto, Fisker USA and Fisker GmbH operated their businesses as a single enterprise, which they
17 each commonly referred to as simply "Fisker." Plaintiff is further informed and believes, and
18 thereon alleges, that Defendants treat Fisker USA as its "US Office" and Fisker GmbH as its
19 "European Office," and that some of the products and business dealings described herein were to
20 be completed for Defendants' US Office and some were to be completed for its European Office.

21 11. In or around January, 2023, Plaintiff, on the one hand, and Fisker, on the other
22 hand, entered into a business relationship, evidenced by a written Nomination Letter and Fisker's
23 General Terms and Conditions, pursuant to which Plaintiff agreed to manufacture and supply
24 Fisker with customized products for use in Fisker's automobiles.

25 12. During the period from April 25, 2023 through and including February 22, 2024,
26 Fisker ordered and Plaintiff specially manufactured and sold products to Fisker at Fisker's
27 direction.

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1 13. In connection with these transactions, Plaintiff submitted invoices to Fisker for the
2 products purchased and Fisker agreed to pay for the products at the invoiced price. Each of the
3 invoices submitted to Defendants require payment to Plaintiff net 45 days from the date of said
4 invoice. Plaintiff is informed and believes, and thereon alleges, that Defendants received and
5 accepted the products reflected on each of the invoices without objection. Despite doing so,
6 Defendants have refused, and continue to refuse to pay Plaintiff the balance owed on the
7 outstanding invoices.

8 14. Plaintiff is further informed and believes, and thereon alleges, that Plaintiff
9 specially manufactured certain products at Defendants' direction for sale to Defendant. As a
10 result of the above-referenced breach, those products either remain in Plaintiff's possession or are
11 in transit to Defendant. Plaintiff is informed and believes, and thereon alleges, that Defendants
12 have refused, and continue to refuse, to pay Plaintiff for these products. Because the products
13 were specially manufactured for Defendants, Plaintiff is unable to recover the cost of
14 manufacturing the products by, for example, selling them to other parties.

15 **FIRST CAUSE OF ACTION**

16 **Breach Of Written Contract**

17 **(Against all Defendants and DOES 1-10, Inclusive)**

18 15. Plaintiff repeats and realleges the allegations in paragraphs 1 through 14 of this
19 complaint, and incorporates them by reference as though set forth fully in this cause of action.

20 16. Between April 25, 2023 and February 25, 2024, Plaintiff and Defendants, and each
21 of them, entered into a series of agreements evidenced by purchase orders and written invoices
22 (the "Invoices"), whereby Plaintiff agreed to sell and Defendants agreed to purchase products for
23 use in Defendants' automobiles (the "Goods"). The Invoices provide for payment net 45 days
24 from the date of each invoice.

25 17. Between April 25, 2023 and February 25, 2024, Plaintiff shipped the Goods to
26 Defendants pursuant to the Invoices, and Defendants received and accepted the Goods without
27 objection.
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1 and other fees and charges, including reasonable attorneys' fees and costs of suit, according to
2 proof at time of trial or entry of judgment.

3 **THIRD CAUSE OF ACTION**

4 **Quantum Meruit**

5 **(Against all Defendants and DOES 1-10, Inclusive)**

6 26. Plaintiff repeats and realleges the allegations in paragraphs 1 through 14 of this
7 complaint, and incorporates them by reference as though set forth fully in this cause of action.

8 27. Between April 25, 2023 and February 25, 2024, Plaintiff specially manufactured
9 and provided goods to Defendants for use in Defendants' automobiles. Defendants accepted,
10 used, and enjoyed the benefit of the goods provided by Plaintiff. Plaintiff expected, and is
11 entitled, to be paid the fair and reasonable value for the goods it provided.

12 28. Defendants have failed and refused, and continue to fail and refuse, to pay Plaintiff
13 for the fair, reasonable and customary value of Plaintiff's goods as required by law.

14 29. The fair and reasonable value of the goods for which Plaintiff has not been paid is
15 approximately \$1,077,571.75 plus interest at the legal rate and other fees and charges, including
16 costs of suit, according to proof at time of trial or entry of judgment.

17 **FOURTH CAUSE OF ACTION**

18 **Open Book Account**

19 **(Against all Defendants and DOES 1-10, Inclusive)**

20 30. Plaintiff repeats and realleges the allegations in paragraphs 1 through 14 of this
21 complaint, and incorporates them by reference as though set forth fully in this cause of action.

22 31. Within the last four years, Defendants became indebted to Plaintiff on an open
23 book account for money due in the sum \$1,077,571.75 for goods delivered and/or specially
24 manufactured at Defendants' special insistence and request.

25 32. The whole of the above sum has not been paid, although demand therefore has
26 been made.

27 33. There is now due, owing and unpaid from Defendants to Plaintiff the sum of not
28 less than \$1,077,571.75 plus interest at the legal rate and other fees and charges, including costs

1 of suit, according to proof at time of trial or entry of judgment.

2 **FIFTH CAUSE OF ACTION**

3 **Goods and Services Rendered**

4 **(Against all Defendants and DOES 1-10, Inclusive)**

5 34. Plaintiff repeats and realleges the allegations in paragraphs 1 through 14 of this
6 complaint, and incorporates them by reference as though set forth fully in this cause of action.

7 35. Within the last four years, Defendants requested, by words and conduct, that
8 Plaintiff specially manufacture products and deliver goods for the benefit of Defendants.

9 36. Plaintiff specially manufactured the products and delivered the goods as requested.

10 37. Defendants have not paid Plaintiff for the products manufactured or the goods
11 delivered by Plaintiff.

12 38. There is now due, owing and unpaid from Defendants to Plaintiff the sum of not
13 less than \$1,077,571.75 plus interest at the legal rate and other fees and charges, including costs
14 of suit, according to proof at time of trial or entry of judgment.

15 **SIXTH CAUSE OF ACTION**

16 **Account Stated**

17 **(Against all Defendants and DOES 1-10, Inclusive)**

18 39. Plaintiff repeats and realleges the allegations in paragraphs 1 through 14 of this
19 complaint, and incorporates them by reference as though set forth fully in this cause of action.

20 40. Within the last four years, an account was stated by and between Plaintiff and
21 Defendants in which it was agreed and understood that defendants were indebted to Plaintiff for
22 the sale of goods in the sum of \$1,077,571.75.

23 41. The whole of the above sum has not been paid, although demand therefor has been
24 made.

25 42. There is now due, owing and unpaid from Defendants to Plaintiff the sum of not
26 less than \$1,077,571.75 plus interest at the legal rate and other fees and charges, including costs
27 of suit, according to proof at time of trial or entry of judgment.

28 /

1 WHEREFORE, Plaintiff prays for judgement against Defendants as follows:

2 **AS TO THE FIRST CAUSE OF ACTION:**

- 3 1. For damages in the sum of \$525,571.75 plus interest, including prejudgment
4 interest, at the legal rate;
- 5 2. For costs of suit including reasonable attorneys' fees according to proof;

6 **AS TO THE SECOND CAUSE OF ACTION:**

- 7 3. For damages in the sum of \$552,000 plus interest, including prejudgment interest,
8 at the legal rate;
- 9 4. For costs of suit including reasonable attorneys' fees according to proof;

10 **ON THE THIRD THROUGH SIXTH CAUSES OF ACTION:**

- 11 5. For damages in the sum of \$1,077,571.75; plus interest, including prejudgment
12 interest at the legal rate;
- 13 6. For costs of suit;

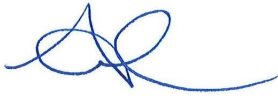
14 **AS TO ALL CAUSES OF ACTION:**

- 15 7. For such other and further relief as this Court may deem just and proper.

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DATED: April 10, 2024

BUCHALTER
A Professional Corporation

By: 

KALLEY R. AMAN
AARON M. LEVINE
Attorneys for Plaintiff
CORINTHIAN TEXTILE SOLUTIONS, INC.