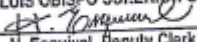


8/19/2020 10:33 AM

SAN LUIS OBISPO SUPERIOR COURT
BY: 
H. Esquivel, Deputy Clerk

1 Dennis James Balsamo, BAR 197809
2 LAW OFFICES OF DENNIS JAMES BALSAMO
3 A PROFESSIONAL LAW CORPORATION
4 1303 E Grand Ave, Ste 103
5 Arroyo Grande, Ca 93420-2461
6 Office: (805) 668-2510
7 E-mail: DJBalsamo@BalsamoLaw.com
8 File No. 2020-019-001

9 Attorney for Plaintiff – RIKI NEICE HOSIER

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
LIMITED JURISDICTION**

RIKI NEICE HOSIER, an individual

Plaintiff,

vs.

RANDALL CLAGG, an individual,
CHANNON CLAGG, an individual, and
DOES 1 through 10

Defendants.

Case No: 20CVP-0274

~ Verified ~
COMPLAINT FOR:

1. CONVERSION
2. BREACH OF ORAL AGREEMENT;
3. UNJUST ENRICHMENT; and,
4. FRAUD IN THE INDUCEMENT

Plaintiff, Riki Neice Hosier (hereinafter “Plaintiff”), alleges as follows.

Nature of Proceedings:

1. This is a civil action for conversion, breach of oral agreement, unjust enrichment, and fraud arising out of defendants, Randall Clagg’s and Channon Clagg’s (hereinafter collectively “Defendants”) unlawful misappropriation, conversion and unjust enrichment of \$15,650.00 of Plaintiff’s monies that she delivered to them in good faith to pay for her dream wedding and reception, to be held on a specific date with a specific number of guests. Defendants were later unable to deliver on their promise, but have refused to refund Plaintiff her \$15,650.00, or any portion of it.

Parties:

1
2 2. Plaintiff is, and at all times denoted in this complaint was, an adult resident of San Luis
3 Obispo County, State of California.

4 3. Defendants are, and at all times denoted in this complaint were residents of San Luis
5 Obispo County, State of California, and sole proprietor owners of Home Sweet Home Cottage & Ranch,
6 located at 282 Templeton Cemetery Rd. Paso Robles CA 93446 (hereinafter the “Premises”). The
7 Defendants rent the Premises to others for among other things, wedding and wedding receptions.

8 4. The true names and capacities, whether individual, corporate, partnership, associate, or
9 otherwise, of the Defendants named herein as DOES 1 through 10, inclusive, are presently unknown to
10 Plaintiff, who therefore sues these Defendants by fictitious names. Plaintiff will seek leave of Court to
11 amend this Complaint to allege their true names and capacities as soon as they are ascertained. Plaintiff
12 further alleges, on information and belief, that each of these fictitiously named Defendants is responsible
13 in some manner for the acts alleged herein
14

Jurisdiction & Venue

15
16 5. The harms and obligations sued upon were incurred and occurred in San Luis Obispo
17 County. This Court is the proper court for the trial of this action. Jurisdiction is premised upon the fact
18 that the damages suffered by Plaintiff is in excess of the minimum sum required for jurisdiction in the
19 Superior Court of the State of California. Further, this Court has personal jurisdiction over Defendants
20 on the grounds that all Defendants live and/or conduct or transact business in this County & State, and
21 Defendants have purposefully availed themselves of the jurisdiction of this Court by transacting business
22 in this County & State. Venue and jurisdiction is proper in this county as all the resulting harm incurred
23 has occurred in this County & State. At all times relevant, and per the parties’ oral agreement,
24 Defendants’ contractual obligations owed to Plaintiff were to occur in San Luis Obispo County,
25 California and, as such, Defendants’ obligations under the agreement were to be performed in San Luis

1 Obispo County, California. Defendants were to perform their contractual obligations by making the
2 Premises available to Plaintiff on September 19, 2020, for her dream wedding, and they were to allow
3 Plaintiff to have 151 to 200 guests.

4 Factual Background

5 6. In or about June 2019, Plaintiff contacted the defendant, Channon Clagg about renting
6 the Premises to host her wedding and wedding reception on September 19, 2020, and that they be
7 allowed to have 151 to 200 guests.

8 7. Verbal and email communications were had by the parties, and ultimately the Defendants
9 offered to Plaintiff to host her dream wedding and wedding reception on September 19, 2020, with 151
10 to 200 guests for the sum of \$15,650.00.

11 8. Plaintiff was agreeable to this offer, which the Defendants were to have reduced to a
12 writing. On or about June 29, 2019, a proposed written agreement was offered to Plaintiff. While she
13 and her husband-to-be signed the proposed agreement, the Defendants never signed it. As the proposed
14 written agreement was not signed by all the parties, no written contract was formed. However, the
15 Defendants' oral promises, and Plaintiff's acceptance of their terms, did form an oral agreement between
16 the parties.
17

18 9. To reserve the date pending a final written agreement, Plaintiff in or about June 29, 2019,
19 delivered to Defendants the sum of \$2,500.00 to hold as security in anticipation of them keeping their
20 promise to make the Premises available to her on September 19, 2020, with 151 to 200 guests.

21 10. On or about February 25, 2020, Plaintiff delivered to Defendants an additional sum of
22 \$13,150.00 (the remainder of the amount Defendants requested) to hold as security in anticipation of
23 them keeping their promise to make the Premises available to her on September 19, 2020, with 151 to
24 200 guests. As of that date, Defendants were holding the total sum of \$15,650.00 in Plaintiff's monies.
25

1 11. Thereafter in or about March 2020, the COVID-19 pandemic hit the State of California.
2 Due to the pandemic gatherings of a large number of people in excess of 50 people were not allowed by
3 the California governor.

4 12. In or about July 2020, Defendants through their agent, Kari Krieger (“Krieger”) (a
5 professional wedding planner), contacted Plaintiff and advised her they could not keep their promise to
6 make the Premises available to her on September 19, 2020, with 151 to 200 guests. Defendants offer
7 another date in 2021, or a much smaller (less than 50) number of guests. Both alternatives were
8 unacceptable to Plaintiff as it related to her dream wedding.

9 13. Plaintiff advised Defendants she wanted them to keep their promise or refund her monies.

10 14. Defendants advised Plaintiff that due to the COVID-19 restrictions they could not keep
11 their promise; and, they would not be reimbursing her any of her \$15,650.00 they were holding.

12
13 First Cause of Action
14 Conversion
15 (As Against Both Defendants)

16 15. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1
17 through 14 as if fully set forth herein.

18 16. In or about June 2019, Defendants under false pretenses and with no intention of
19 honoring their promise to make the Premises available to Plaintiff on September 19, 2020, with 151 to
20 200 guests took possession from Plaintiff the sum of \$2,500.00, which they were to hold as security.

21 17. On or about February 25, 2020, Plaintiff delivered to Defendants an additional sum of
22 \$13,150.00 (the remainder of the amount Defendants requested) to hold as security in anticipation of
23 them keeping their promise to make the Premises available to Plaintiff on September 19, 2020, with 151
24 to 200 guests. As of that date, Defendants were holding the total sum of \$15,650.00 in Plaintiff’s monies.

25 18. Plaintiff is the rightful owner of the \$15,650.00 in Defendants’ possession.

1 19. To date, Defendants have refused and continue to refuse to return the \$15,650.00, or any
2 portion of it to Plaintiff.

3 20. Instead, to satisfy their personal desires to retain the \$15,650.00, Defendants wrongfully
4 and unlawfully intentionally converted Plaintiff's personal property for their personal use in its entirety.

5 21. Plaintiff has in no manner consented to Defendants' misappropriation of the \$15,650.00,
6 or any portion of it.

7 22. As a direct and proximate result of Defendants' conversion of Plaintiff's personal
8 property, Plaintiff has suffered significant economic damages.

9 23. Plaintiff has been damaged in an amount to be determined at trial, but for default purposes
10 not less than the sum of \$25,000.00 plus prejudgment interest.

11
12 Second Cause of Action
13 Breach of Oral Agreement
14 (As Against Both Defendants)

15 24. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1
16 through 23 as if fully set forth herein.

17 25. In or about June 2019, Defendants promised Plaintiff to make the Premises available to
18 Plaintiff on September 19, 2020, with 151 to 200 guests for the sum of \$15,650.00.

19 26. Plaintiff accepted these terms, and to reserve the date pending a final written agreement,
20 Plaintiff in or about June 2019 and February 2020, delivered to Defendants the total sum of \$15,650.00
21 for Defendants to hold as security in anticipation of them keeping their promise to make the Premises
22 available to her for her dream wedding on September 19, 2020, with 151 to 200 guests.

23 27. In or about July 2020, Defendants through their agent Krieger, contacted Plaintiff and
24 advised her they could not keep their promise to make the Premises available to her for her wedding on
25 September 19, 2020, with 151 to 200 guests. Defendants offered another date in 2021 or a much smaller
(less than 50) number of wedding guests. Both alternatives were unacceptable to Plaintiff as it related

1 to her dream wedding. Plaintiff advised Defendants she wanted them to keep their promise or refund
2 her monies.

3 28. Defendants advised Plaintiff that it was not their fault they could not honor their promise,
4 rather it was due to the COVID-19; and as such, they would not be reimbursing her the \$15,650.00 or
5 any portion of it they were holding.

6 29. Plaintiff has made several subsequent refund requests, the last being a written request
7 dated August 11, 2020, to return the \$15,650.00. Each request has been ignored by the Defendants and
8 they remain in possession of Plaintiff's monies. Instead to intimidate Plaintiff, Defendants threatened
9 that if Plaintiff filed a lawsuit to recover her monies, they would seek attorney's fees pursuant to the
10 (invalid) written contract that Defendants' never signed.

11 30. As a direct and proximate result of Defendants' breach of their verbal agreement to make
12 the Premises available to Plaintiff on September 19, 2020, with 151 to 200 guests for the sum of
13 \$15,650.00, Plaintiff has suffered significant economic damages.

14 31. Plaintiff has been damaged in an amount to be determined at trial, but for default purposes
15 not less than the sum of \$25,000.00 plus prejudgment interest.

17 Third Cause of Action
18 Unjust Enrichment
19 (As Against Both Defendants)

20 32. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1
21 through 31 as if fully set forth herein.

22 33. As a result of the breaches by and wrongful acts of Defendants, Defendants has been
23 unjustly enriched at the expense of Plaintiff. Defendants have derived and continue to derive a benefit
24 from Defendants failing to perform their contractual obligations pursuant to the parties' verbal
25 agreement and refusing to give Plaintiff back her \$15,650.00.

1 34. Plaintiff has been damaged and Defendants has been enriched in an amount to be
2 determined at trial, but for default purposes not less than the sum of \$25,000.00 plus prejudgment
3 interest.

4 Fourth Cause of Action
5 Fraud in the Inducement
6 (As Against Both Defendants)

7 35. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs 1
8 through 34 as if fully set forth herein.

9 36. Defendants, to induce Plaintiff to enter into an agreement to deposit with them the sum
10 of \$15,650.00 agreed to make the Premises available to Plaintiff on September 19, 2020, with 151 to
11 200 wedding guests for the sum of \$15,650.00, and that they would not convert Plaintiff's personal
12 property for their personal use. Plaintiff made it clear the \$15,650.00 she delivered to Defendants was
13 to rent the Premises on September 19, 2020, for her dream wedding with 151 to 200 wedding guests

14 37. Defendants' misrepresentations and assurances in this regard were designed to entice
15 Plaintiff, at Plaintiff's significant detriment.

16 38. Moreover, Defendants, at all times, knew that the event was to be Plaintiff's dream
17 wedding, and it needed to be on the date they promised as Plaintiff was pregnant, and she wanted her
18 wedding to correspond with her dream wedding, and that Plaintiff was heavily relying upon the
19 foregoing representations in agreeing to deposit with Defendants the \$15,650.00 almost a year in
20 advance of the wedding date to make certain September 19, 2020 was reserved for her dream wedding.

21 39. At the time Defendants made the foregoing material representations and promises to
22 Plaintiff they knew such representations and promises were false and, in addition, that Defendants had
23 no intention of fully performing under the terms of the parties' verbal agreement, and they knew that all
24 such representations were false when made.
25

1 40. Defendants made such representations pertaining to promising future action with no
2 intention of performing or with a positive intention of not performing on such promises.

3 41. Plaintiff acted in justifiable reliance upon the Defendants' material misrepresentations,
4 promises and assurances as, at the time Defendants made such representations, Plaintiff did not know
5 of the falsity of the representations and, in addition, were not aware of Defendants' complete lack of
6 intention to fully perform under the parties' verbal agreement, and could not, in the exercise of
7 reasonable diligence, have discovered Defendants' positive intention of not performing.

8 42. As a direct and proximate result of Plaintiff's justifiable reliance upon Defendants'
9 fraudulent misrepresentations, Plaintiff has suffered significant and extensive damages and financial
10 injury in an amount to be determined at trial, but for default purposes not less than the sum of
11 \$25,000.00 plus prejudgment interest.

12
13 **WHEREFORE**, Plaintiff respectfully request that this Court enter judgment in her favor and as
14 against defendants, Randall Clagg and Channon Clagg as follows:

15 ***For the First Cause of Action for Conversion***

16 1. For an order finding that Defendants have converted Plaintiff's personal property and
17 that Defendants return the Plaintiff's personal property in an amount of no less than \$15,650.00, plus
18 pre-judgment interest on all damages, at the legal rate; and,

19 2. For an order pursuant to *Civil Code* §3336, that Defendants compensate Plaintiff for the
20 time and money properly expended in pursuit of the converted property, including but not limited to,
21 costs of suit and attorney's fees; or, in the alternative,

22 3. For the purposes of default, the sum of \$25,000.00.

23 ***For the Second Cause of Action for Breach of Oral Agreement***

24 4. For an order that for Defendants' breach of the parties' oral agreement and the contractual
25 obligations contained therein, that Plaintiff be awarded all actual and compensatory damages suffered

1 from the breach in an amount to be determined at trial, plus interest and costs, but in no event (and for
2 default purposes) less than the sum of \$25,000.00, plus pre-judgment interest at the legal rate;

3 5. For an order pursuant to Civil Code §3336, that Defendants compensate Plaintiff for the
4 time and money properly expended in pursuit of the property, including but not limited to, costs of suit
5 and attorney's fees; and,

6 *For the Third Cause of Action for Unjust Enrichment*

7 6. For an order finding that Defendants have been unjustly enriched at the expense of
8 Plaintiff, and that Defendants return the Plaintiff's personal property in an amount of no less than
9 \$15,650.00, plus pre-judgment interest on all damages, at the legal rate; and,

10 *For the Fourth Cause of Action for Fraud in the Inducement*

11 7. For an order that as a direct and proximate result of Plaintiff's justifiable reliance upon
12 Defendants' fraudulent misrepresentations, Plaintiff has suffered significant and extensive damages and
13 financial injury in an amount to be determined at trial, but for default purposes not less than the sum of
14 \$25,000.00 plus prejudgment interest.

15 8. For all causes of action, such other and further relief as the Court deems just and proper.

16 Dated: August 18, 2020

17
18 LAW OFFICES OF
19 DENNIS JAMES BALSAMO
20 A PROFESSIONAL LAW CORPORATION

21 *Dennis James Balsamo*

22 **DENNIS JAMES BALSAMO,**
23 Attorney for Plaintiff
24 **RIKI NEICE HOSIER**

1 ~ VERIFICATION ~

2
3 I, **RIKI NEICE**, am the Plaintiff in the above-entitled action. I have read the foregoing Verified
4 Complaint for Conversion; Breach of Agreement; Unjust Enrichment; and, Fraud in the Inducement and
5 know the contents thereof. The matters stated therein are true of my own knowledge, except as to those
6 matters that are therein alleges on information and belief, and as to those matters, I believe it to be true.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed in Arroyo Grande, California on August 18, 2020.

9 *Riki Neice*

10 Riki Neice (Aug 18, 2020 19:41 PDT)

11 **RIKI NEICE HOSIER**