

D39 Michael C. Alvar

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

THE GUERRINI LAW FIRM  
John D. Guerrini (190972)  
750 East Green Street - Suite 200  
Pasadena, CA 91101  
626-229-9611 telephone  
626-229-9615 facsimile  
[guerrini@guerrinilaw.com](mailto:guerrini@guerrinilaw.com)  
Attorneys for Plaintiff American Express Bank, FSB  
[6419]

Above  
90048

**FILED**  
Los Angeles Superior Court

NOV 19 2009

John A. Clarke, Executive Officer/Clerk  
By SHAUNYA WESLEY Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT  
(UNLIMITED CIVIL - STANLEY MOSK COURTHOUSE)**

AMERICAN EXPRESS BANK, FSB,  
Plaintiff,  
vs.  
LISA GASTINEAU AKA LISA J.  
GASTINEAU AKA LISA AMICO, an  
individual; DOES 1-100, inclusive,  
Defendants.

CASE NO. BC426881  
COMPLAINT FOR BREACH OF  
WRITTEN CREDIT AGREEMENT  
DEMAND: \$68,187.53

Plaintiff American Express Bank, FSB ("Plaintiff") alleges the following causes of action against LISA GASTINEAU AKA LISA J. GASTINEAU AKA LISA AMICO, an individual, and DOES 1 through 100, inclusive (collectively, the "Defendants") follows:

1. Plaintiff is, and at all times relevant was, a federally chartered banking institution.
2. All Defendants maintain a principal residence within the above-referenced County and Judicial District.

CITY/CASE: BC426881 LEA/DEF#:  
RECEIPT # CCH465980095  
DATE PAID: 11/19/09 09:27:15 AM  
PAYMENT: 355.00 0310  
RECEIVED:  
CHECK: 355.00  
CASH:  
CREDIT:  
CHARGE:

1           3.     The true names and capacities, whether individual, corporate, associate,  
2 or otherwise, of defendants Does 1-100, inclusive, are unknown to Plaintiff, who  
3 therefore sues said defendants by such fictitious names. Plaintiff alleges on  
4 information and belief that each of the defendants designated herein as a fictitiously  
5 named defendant is, in some manner, responsible for the events and happenings  
6 referred to, either contractually or tortiously, and/or that such fictitiously named  
7 defendants claim some right, title or interest to the property described herein below  
8 and/or that such fictitiously named defendants are liable in some manner for the  
9 obligation described herein below. When Plaintiff ascertains the true names and  
10 capacities of Does 1-100, Plaintiff will amend this complaint accordingly.

11           4.     Plaintiff alleges on information and belief that at all times herein  
12 mentioned, all defendants named herein each acted in concert and conspired with or  
13 aided and abetted each other to do the acts complained of in this complaint, and that  
14 each defendant acted as an agent for the other at all times.

15           5.     Plaintiff alleges on information and belief that the obligation sued upon is  
16 not subject to the provisions of Civil Code §2984.4 or Civil Code §1812.10.

17           6.     At one time, LISA GASTINEAU AKA LISA J. GASTINEAU AKA LISA  
18 AMICO applied for and was given an American Express Costco Business Card card  
19 (the "Card"), from Plaintiff, that enabled LISA GASTINEAU AKA LISA J. GASTINEAU  
20 AKA LISA AMICO to charge items to the Card.

21           7.     At all relevant times, LISA GASTINEAU AKA LISA J. GASTINEAU AKA  
22 LISA AMICO was the signatory and cardmember on the Card account, and thus is  
23 responsible for paying all amounts charged to the Card account.

24           8.     By accepting and using the Card, LISA GASTINEAU AKA LISA J.  
25 GASTINEAU AKA LISA AMICO agreed to all of the terms and conditions set forth in  
26 the written agreement (the "Agreement") associated with the Card. A true and correct  
27 copy of said Agreement is attached hereto as Exhibit 1.

28

1           9.     LISA GASTINEAU AKA LISA J. GASTINEAU AKA LISA AMICO used  
2 the Card to charge various items, for which payment was never made.

3           10.    Therefore and thereafter, Plaintiff performed all conditions of the  
4 Agreement which it was required to perform, except those discharged by the conduct  
5 of the Defendants.

6           11.    Plaintiff sent monthly statements to LISA GASTINEAU AKA LISA J.  
7 GASTINEAU AKA LISA AMICO for the Card account, which showed the balance due  
8 thereunder. The last such statement, showing a balance of \$68,187.53 is attached  
9 hereto as Exhibit 2. LISA GASTINEAU AKA LISA J. GASTINEAU AKA LISA AMICO  
10 never objected to said statement.

11           12.    On or about August 3, 2009, Defendants, and each of them, breach the  
12 terms of the Agreement, by failing to pay the principal sum due thereunder in the sum  
13 of \$63,187.53.

14           13.    Pursuant to the Agreement, Defendants promised to pay all attorney's  
15 fees incurred by Plaintiff in enforcing the terms of the Agreement, such sum to be  
16 proven at trial, or at the election of Plaintiff, according to the terms of the Local Rules  
17 re Default Matters.

18           14.    No part of any of the foregoing has been paid, although demand therefor  
19 has been made, and there is now due, owing and unpaid to Plaintiff, the sum of  
20 \$63,187.53, together with interest thereon at the rate per the Agreement of 15.24%  
21 per annum, from August 3, 2009.

22    ///  
23    ///  
24    ///  
25    ///

26  
27  
28


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendants, and each of them, and Does 1-100, as follows:

- 15. For damages in the principal sum of \$63,187.53;
- 16. For interest thereon at 15.24% per annum, from August 3, 2009;
- 17. For attorneys' fees pursuant to the Agreement;
- 18. For costs of suit incurred herein;
- 19. For such other and further relief as this court may deem just and proper.

Dated: November 13, 2009

THE GUERRINI LAW FIRM

  
By: \_\_\_\_\_  
John D. Guerrini  
Attorneys for Plaintiff