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FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 30 2010

John A. Clarke/Executive Officer/Clerk
By Amber Lafleur-Clayton Deputy
AMBER LAFLEUR-CLAYTON

1 WILLIAM E. CROCKETT
2 STEVEN R. SKIRVIN
3 DION-KINDEM & CROCKETT

4 Phone:
5 Fax:

6 Attorneys for Plaintiff
7 Tough As Nails, LLC

D24 ROBEA HESS

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF LOS ANGELES

0440703 BY FAX

10 TOUGH AS NAILS, LLC, A California
11 Limited Liability Company, d/b/a Church
12 Boutique

13 Plaintiff,

14 v.

15 LINDSAY LOHAN and DOES 1 through 5,
16 inclusive,

17 Defendant,

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11 LIMITED JURISDICTION
12 EVERY TRIAL DEMANDED

13 COMES NOW PLAINTIFF TOUGH AS NAILS, LLC., ("Plaintiff") and complains
14 and alleges:

15 1. Plaintiff Tough As Nails, LLC, d/b/a Church Boutique ("Plaintiff") is at all
16 times herein mentioned a California Limited Liability Corporation, doing business in Los
17 Angeles County, California. Plaintiff has filed the required Fictitious Business Name
18 Certificate in Los Angeles County, California.

19 2. Plaintiff is informed and believes and based thereon alleges that Lindsay Lohan
20 ("Lohan") at all times mentioned herein was and now is a resident of the County of Los Angeles,
21 State of California.

22 3. Plaintiff does not know the true names of defendants DOES 1 through 5,
23 inclusive, and therefore sues them by those fictitious names. Plaintiff is informed and believes

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1 and upon that information and belief alleges, that each of those defendants was in some manner
2 proximately responsible for the events and happenings alleged in this complaint and for
3 Plaintiff's injuries and damages.

4 4. Plaintiff is informed and believes, and based on said information and belief
5 alleges, that at all times mentioned in this Complaint, Defendants were the agents and
6 employees of their codefendants, and in doing the things alleged in this Complaint were acting
7 within the course and scope of such agency and employment.

8 **FIRST CAUSE OF ACTION**
9 **(FRAUD AGAINST PLAINTIFF)**

10 5. Plaintiff incorporates herein as though fully set forth Paragraphs 1 through 4 of
11 this Complaint.

12 6. Plaintiff owns and operates an exclusive boutique and is in the business of
13 selling exclusive and unique high fashion merchandise including but not limited to clothes,
14 jewelry and accessories.

15 7. Lohan is a well known actress and celebrity.

16 8. In or about January 2010 and continuing through February, 2010 LOHAN
17 established a relationship with Plaintiff and on various occasions purchased clothes, jewelry
18 and accessories from Plaintiff. The total amount of said purchases during said period of \$17,060.83. LOHAN during said
19 time only paid \$1,174.00 leaving a balance due of \$16,886.83 as of February 11, 2010.

20 In the event of said purchases LOHAN repeatedly orally represented to
21 David M. [Name] and Rodney Burns (the owners and operators of Plaintiff), that they were not
22 to worry about being paid for the merchandise she purchased on various occasions during the
23 above described period, as she would cause her business manager to take care of paying for the
24 merchandise from funds of LOHAN managed by her business managers.

25 10. The representations made by LOHAN were in fact false. The true facts were
26 that she had no intention of causing her business manager to pay the entire balance due for said
27 merchandise from funds belonging to LOHAN or any other funds.

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1 11. When LOHAN made these representations she knew them to be false and made
2 them with the intention to deceive and defraud Plaintiff and to induce Plaintiff to act in reliance
3 on these representations in the manner hereafter alleged, or with the expectation that Plaintiff
4 would so act.

5 12. Plaintiff at the time the above representations were made by LOHAN and at the
6 time Plaintiff took the actions herein alleged, was ignorant of the falsity of LOHAN's
7 representations and believed them to be true. Plaintiff's reliance on LOHAN's representations
8 were justified due to the celebrity of LOHAN and her well known status as a movie actress
9 with substantial income. Had Plaintiff known the truth, i.e., that LOHAN had no intention
10 of paying the amounts due for the merchandise that she received, Plaintiff would not have sold
11 any of the merchandise to LOHAN.

12 13. As a proximate result of the false and intentional representations of LOHAN as herein
13 alleged Plaintiff has been damaged in the sum of \$17,060.63 being the retail value of the
14 merchandise that Plaintiff was induced to purchase from LOHAN, plus interest thereon at the maximum
15 legal rate under California law.

16 14. The aforementioned conduct of LOHAN was an intentional misrepresentation,
17 deceit, or concealment of material facts known to LOHAN with the intention on LOHAN's
18 part of causing damages to Plaintiff and was despicable conduct in conscious disregard of
19 Plaintiff's rights as to justify a claim for exemplary and punitive damages.

20 **SECOND CAUSE OF ACTION**

21 **Goods Sold and Delivered - Against Lohan and Does 1 -5)**

22 15. Plaintiff realleges and incorporates paragraphs 1 through 4 inclusive as though
23 fully set forth herein.

24 16. Plaintiff is in the business of selling high fashion merchandise including but not
25 limited to clothes, jewelry and accessories.

26 17. From on or about November 7, 2009 through February, 2010, LOHAN, and
27 DOES 1-5 and each of them, became indebted to Plaintiff in the sum of \$17,060.63 for goods
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1 sold and taken by LOHAN and DOES 1-5, and each of them, at their specific instance and
2 request.

3 18. Plaintiff has made demand on LOHAN, for payment of the sums owing.
4 Payment for said sums was to be made and received in the County of Los Angeles, State of
5 California.

6 19. To date, LOHAN and DOES 1-5, and each of them, have failed and refused to
7 pay the for the goods sold and delivered except for the sum of \$180.00 leaving a balance due of
8 \$16,880.63 since February 11, 2010.

9 20. LOHAN and DOES 1-5, and each of them, came indebted to Plaintiff for
10 interest on said balance due of \$16,880.63 from February 11, 2010 at the maximum rate
11 allowed by California law in an amount to be proven at trial.

12 21. To date, the sum of \$16,880.63 plus interest in an amount to be proven at trial,
13 remains owing from Defendants, and each of them, to Plaintiff for the goods sold and
14 delivered.

15 22. Additionally, Plaintiff is entitled to reasonable attorney's fees and costs to the
16 extent allowable by California law in an amount to be proven at trial.

17 THIRD CAUSE OF ACTION

18 Defendant-Agent (LOHAN AND DOES 1-5)

19 23. Plaintiff repleges and incorporates the Second Cause of Action as though fully
20 set forth herein.

21 24. Since February 11, 2010, LOHAN and Does 1-5, and each of them, became
22 indebted to Plaintiff on an open book account for money due in the sum of \$17,060.63 for
23 goods sold and delivered by Plaintiff to LOHAN and Does 1-5 at their instance and request,
24 and for which LOHAN and Does 1-5, and each of them, agreed to pay.

25 25. Only \$180.00 of the above sum has been paid leaving a balance of \$16,880.63
26 for which demand has been made.

27 26. There is now due, owing, and unpaid the sum of \$16,880.63 plus interest at the
28 maximum rate allowed by California law in an amount to be proven at trial.

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1 27. Additionally, Plaintiff is entitled to reasonable attorney's fees and costs to the
2 extent allowable by applicable California law, in an amount to be proven at trial.

3 **FOURTH CAUSE OF ACTION**

4 (Account Stated -Against all Defendants)

5 28. Plaintiff realleges and incorporates the Second and Third Causes of action
6 herein as though fully set forth.

7 29. On or about February 11,2010 in Los Angeles County, California, an account
8 was stated in writing by and between Plaintiff and LOHAN and Does 1 -5, and on such
9 statement a total balance of \$16,880.63 was found due Plaintiff from LOHAN and Does 1-5,
10 for goods and merchandise sold to LOHAN by Plaintiff, LOHAN and Does 1-5 and each of
11 them, agreed to pay Plaintiff said balance.

12 30. Although demanded by Plaintiff and Defendants, neither all nor any part of the
13 agreed balance was paid.

14 31. There is now due, on account of the account stated from Defendants, and each of them, to
15 Plaintiff the sum of \$16,880.63 plus interest from February 11, 2010 to the date of judgment at
16 the maximum rate allowed by law for an amount to be proven at trial.

17 32. Additionally Plaintiff is entitled to reasonable attorney's fees and costs to the
18 extent allowable by applicable California law, in an amount to be proven at trial.

19 WHEREFORE, Plaintiff, prays for the following relief:

20 **FIRST CAUSE OF ACTION**

21 For judgment against LOHAN as follows:

- 22 1. For general damages in the sum of \$16,880.63;
- 23 2. For punitive damages in an amount to be determined at trial.
- 24 3. For the maximum interest allowed under California law.
- 25 4. For costs of suit incurred herein.
- 26 5. For such other and further relief as to this Court seems just and proper.

27 **ON SECOND THIRD AND FOURTH CAUSES OF ACTION**


28 For judgment against all Defendants, jointly and severally, as follows:

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1. For the principal sum of \$16,880.63
2. For interest on that sum at the maximum rate allowed by California law;
3. For attorney's fees herein incurred in a sum to be determined according to proof at trial;
4. For costs of suit herein incurred; and
5. For such other and further relief as the Court may deem just and proper.

DATE: June 30, 2010

DION-KINDEM & CROCKETT

By: 
WILLIAM CROCKETT
Attorney for Plaintiff
T... .., LLC

DION-KINDEM & CROCKETT