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7 CHANDI GROUP, USA INC. and
LIMONITE C&C, LLC
8

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF RIVERSIDE, PALM SPRINGS COURTHOUSE**
12

13 CHANDI GROUP, USA INC., a California
14 corporation; and LIMONITE C&C, LLC, a
California limited liability company,

15 Plaintiffs,

16 v.

17 MARKS ARCHITECTS, INC., a California
18 corporation; DANIEL JEFFREY MARKS, an
individual; GABRIELA MARKS, an
19 individual; and DOES 1 through 20,

20 Defendants.
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Case No.

COMPLAINT FOR:

1. **PROFESSIONAL NEGLIGENCE
(ARCHITECTURAL MALPRACTICE);**
- and
2. **BREACH OF CONTRACTS**

1 **I. INTRODUCTION**

2 1. This case arises from the misrepresentations, professional negligence and
3 contractual breaches of defendant Marks Architects, Inc. ("MAI") and its principals, defendants
4 Daniel Jeffrey Marks and his wife and partner, Gabriela Marks, both licensed by the California
5 Architects Board (collectively, "Defendants"), in connection with the design, permitting, and
6 architectural oversight and management for the development and construction of four separate
7 mixed-use commercial development projects, each of which was to consist of an ARCO AMPM
8 gas station and convenience store, express tunnel car wash and multiple retail, restaurant and
9 hospitality facilities in Southern California (collectively, the "Projects," as defined more
10 specifically in Section IV. A, below).

11 2. Founded by first-generation Indian immigrant, businessman, and entrepreneur,
12 Nachhattar Singh Chandi, Plaintiff Chandi Group, USA Inc. (hereafter sometimes referred to as
13 "CGUSA") and its affiliated entities comprise the most successful franchise developers and
14 operators of ARCO AMPM gas stations and convenience stores, and related car wash and
15 restaurant complexes, in Southern California. Mr. Chandi and his team have an established track
16 record of success in the gas station, fast food and convenience store franchise industry, developing
17 and overseeing scores of commercial multi-use properties as part of a multi-platform enterprise
18 under CGUSA's operational umbrella.

19 3. Commencing in early 2015, CGUSA began contracting with MAI to provide
20 architectural and related permitting and supervisory services with respect to the first of the
21 Projects. In order to induce CGUSA to retain their services, Defendants held themselves out to
22 Plaintiffs as having special knowledge, experience, and expertise regarding the design, planning
23 approval process, and construction of multi-use gas station and convenience store complexes.
24 Together with their team of captive sub-consultants, MAI (acting through the Marks, as its
25 Principals), claimed to have top-tier qualifications and expertise to prepare and obtain approval of
26 the site plans for the proposed developments, together with all necessary documentation required
27 by the relevant Planning Departments and other permitting agencies, in order to obtain in a timely
28 manner all necessary building, health, industrial waste and fire permits.

1 4. Plaintiffs relied on Defendants' specialized expertise and professional experience
2 and judgment as an architect for Projects, as they claimed to have vast experience with the
3 processes, rules, and regulations relating to these specialized development and construction
4 projects. Defendants represented that they thoroughly understood the complex planning and
5 building permitting process, and that Plaintiffs could rest assured that Defendants knew how to
6 complete Plaintiffs' Projects on time and within budget. None of that was true. In fact,
7 Defendants had limited or no experience in this specialized area, which involve multiple inter-
8 related spaces, functions, and uses requiring particularized expertise which Defendants lacked.

9 5. Because of Defendants' misrepresentations, professional negligence and contractual
10 breaches -- itemized in Section IV.B, below -- Plaintiffs' Projects had major design problems and
11 defects. After charging and collecting approximately \$1 million in fees from CGUSA and its
12 affiliates, MAI abandoned the incomplete Projects in August 2018. Rather than remedy the gross
13 design errors that their negligence and contractual breaches had caused, Defendants abandoned all
14 of the Projects, without fixing the problems they had caused or without finishing the work MIA
15 was paid in full to do. They also refused to permit any of their sub-consultants (e.g., landscape
16 architects, structural engineers, and other professionals) to continue to work on the completion of
17 the Projects. This pre-textual abandonment of the Projects resulted in significant construction and
18 development delays, redundant professional fees and expenses, large additional financing and
19 interest charges, expiration of legal instruments (*i.e.* Parcel Maps), and massive lost profits and
20 business disruptions.

21 6. This lawsuit seeks to hold Defendants accountable for their architectural
22 malpractice and contractual breaches, and their lies about their relevant experience and expertise,
23 which have caused substantial damages to Plaintiffs far in excess of the jurisdictional minimum of
24 this Court, exceeding \$5 million, according to proof at trial.

25 **II. THE PARTIES**

26 **A. THE PLAINTIFFS**

27 7. Plaintiff Chandi Group, USA Inc. (CGUSA), is a corporation organized and
28 existing under California law. It maintains its principal place of business in Indio, California, in

1 this judicial district.

2 8. Plaintiff Limonite C&C, LLC is a limited liability company organized and existing
3 under California law. It maintains its principal place of business in Indio, California, in this
4 judicial district.

5 **B. THE CORPORATE AND ARCHITECT DEFENDANTS**

6 9. Defendant Marks Architects, Inc. ("MAI") is a corporation formed and existing
7 under California law that maintains several offices throughout Southern California, including one
8 in Palm Springs, California, in this judicial district. MAI engages in the provision of architectural
9 and other professional design services.

10 10. Defendant Daniel J. Marks, an individual, is an architect duly licensed to practice
11 architecture by the California Architects Licensing Board. On information and belief, Mr. Marks
12 is a shareholder, director, and President of MAI. At all relevant times, Mr. Marks provided
13 architectural and related professional design services to Plaintiffs in this judicial district, which
14 form the basis for the claims asserted in this Complaint.

15 11. Defendant Gabriela Marks, an individual, is (on information and belief) an architect
16 duly licensed to practice architecture by the California Architects Licensing Board. On
17 information and belief, Ms. Marks is a shareholder, director, and officer of MAI. At all relevant
18 times, Ms. Marks provided architectural and related professional design services to Plaintiffs in
19 this judicial district, which form the basis for the claims asserted in this Complaint.

20 **C. THE DOE DEFENDANTS**

21 12. Plaintiffs allege at all times mentioned herein, the true names or capacities, whether
22 individual, corporate, associate, or otherwise, of defendants DOES 1 through 20, inclusive, are
23 unknown to Plaintiffs and therefore Plaintiffs sue these DOE defendants by such fictitious names.
24 Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained.
25 Plaintiffs are informed and believe and based thereon allege that each of these fictitiously named
26 defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiffs'
27 damages as herein alleged were proximately (legally) caused by their conduct. (MAI and the
28 Marks, together with the DOE Defendants, hereafter sometimes are referred to collectively as the

1 "Defendants.")

2 **III. VENUE**

3 13. Venue is properly laid in Riverside County, in this judicial district, because
4 Defendants maintain an office in this County (in Palm Springs), Plaintiffs' claims arose in this
5 County, the Defendants and the Plaintiffs work in this County, and the facts and circumstances
6 giving rise to this lawsuit occurred in this County. The Complaint was filed with the Palm
7 Springs Courthouse pursuant to this Court's "Administrative Order: Where to File Documents,"
8 entered on September 16, 2019, and pursuant to Local Rule 3115.

9 **IV. COMMON ALLEGATIONS**

10 **A. CONCISE DESCRIPTIONS OF THE FOUR MAI/CGUSA ARCO AMPM PROJECTS**

11 14. While the scope of services is different in particular respects for each separate
12 Project (discussed below), in all Projects, MAI agreed to provide professional architectural
13 services for the provision of surveys, architectural plans and related drawings, architectural site
14 and landscape design, revisions, and related and documentation for the following four ARCO
15 AMPM multi-purpose and multi-use Projects in Southern California:

16 **1. The Golf Center Village Project**

17 15. By a contract entitled "Proposal for Services" dated as of January 29, 2015,
18 Defendant MAI (acting through the Marks) and Plaintiff CGUSA entered into an agreement for
19 architectural and related design and supervision work for the "Golf Center Development," now
20 commonly known as the "Golf Center Village" Project, located generally at Golf Center Parkway
21 and Avenue 44, Indio, California. A true and correct copy of the Golf Center Village "Proposal
22 for Services" between MAI and CGUSA is attached hereto as **Exhibit A** and incorporated herein
23 in full by this reference as if set forth in its entirety.

24 16. The Scope of Work for the Golf Center Development is set forth on page one of the
25 Golf Center Development Contract (**Exhibit A** hereto), which is the best evidence of its terms.
26 Briefly, for convenience, MAI was required to prepare, among other materials, a conditional use
27 permit, including but not limited to Site Improvement Plans (such as grading and storm drains,
28 and civil off site plans), Landscape Plans (such as planting, irrigations, and hardscape), and

1 Lighting and Utility Plans (such as for water, power, sewer and gas), and to process the building,
2 health, and industrial waste and fire permits for a 22 acre mixed use development that would
3 result, upon conditional use permit approval, in a neighborhood-oriented commercial development
4 consisting of the following buildings; 6,000 square foot ARCO gas station with 20 pump handles,
5 and car wash service; four restaurants, out of which 2 will be 3,200 square foot fast food
6 restaurants with drive-through service; and 2 will be 4,500 square foot sit-down restaurants;
7 18,000 square foot drug store and 34,500 square foot of retail; 20,000 square foot medical office
8 building, an outdoor event area and a 3 story hotel with approximately 77 rooms; and six 8-unit
9 apartment buildings with a mix of 1 and 2 bedroom apartments with amenities such as a pool, club
10 house and dog park.

11 2. The Valley Square Project

12 17. By a series of seven (7) inter-related agreements – which together form a single,
13 integrated contract under California Civil Code § 1642 ("Several contracts relating to the same
14 matters, between the same parties, and made as parts of substantially one transaction, are to be
15 taken together") – Defendant MAI (acting through the Marks) contracted with Plaintiffs CGUSA
16 and Limonite C&C LLC, commencing in July 2015, to provide architectural and related design
17 and supervision work for another multi-use ARCO AMPM called the "Jurupa Mission and Pyrite"
18 Development, now commonly known as the "Valley Square Project," located generally at Mission
19 Boulevard and Pyrite Road, in Jurupa Valley, California.

20 18. In particular, attached hereto as **Exhibit B** and incorporated herein in full by this
21 reference as if set forth in its entirety is the Valley Square Project "Proposal for Services" dated as
22 of July 6, 2015, between Defendant MAI and Plaintiff CGUSA. Attached hereto as **Exhibit C** and
23 incorporated herein in full by this reference as if set forth in its entirety is the Valley Square
24 Project "Proposal for Services" dated as of July 24, 2015, between Defendant MAI and Plaintiff
25 CGUSA. Attached hereto as **Exhibit D** and incorporated herein in full by this reference as if set
26 forth in its entirety is the Valley Square Project "Proposal for Services" dated as of July 24, 2015,
27 and revised as July 28, 2015, between Defendant MAI and Plaintiff CGUSA. Attached hereto as
28 **Exhibit E** and incorporated herein in full by this reference as if set forth in its entirety is the

1 Valley Square Project "Proposal for Services" dated as of November 6, 2015 between Defendant
2 MAI and Plaintiff CGUSA. Attached hereto as **Exhibit F** and incorporated herein in full by this
3 reference as if set forth in its entirety is the Valley Square Project "Additional Services Agreement
4 ASA#1," dated as of January 4, 2016, between Defendant MAI and Plaintiff CGUSA. Attached
5 hereto as **Exhibit G** and incorporated herein in full by this reference as if set forth in its entirety is
6 the Valley Square Project "Proposal for Services," dated as of May 10, 2016, revised as of May
7 18, 2016, between Defendant MAI and Plaintiff Limonite C&C, LLC. Attached hereto as **Exhibit**
8 **H** and incorporated herein in full by this reference as if set forth in its entirety is the Valley Square
9 Project "Proposal for Services," dated as of July 1, 2016, between Defendant MAI and Plaintiff
10 CGUSA, later modified to add Plaintiff Limonite C&C, LLC as a contracting party.

11 19. The Scope of Work for the Valley Square Project contracts attached hereto as
12 **Exhibits B through H** is set forth on the first page and following of each of the applicable inter-
13 related agreements incorporated herein, which are the best evidence of their respective terms.
14 Briefly, for convenience, MAI was required to prepare, among other materials, a conditional use
15 permit, Site Improvement Plans (including grading and storm drains, and civil off site plans),
16 Landscape Plans (planting, irrigations, and hardscape), and Lighting and Utility Plans (water,
17 power, sewer and gas), among other required plans) and process the building, health, and
18 industrial waste and fire permits for a new Arco gas station, AMPM convenience store, and car
19 wash, and tentative and final parcel maps.

20 3. The Limonite Plaza Project

21 20. By a series of four (4) inter-related agreements – which together form a single,
22 integrated contract under California Civil Code § 1642 ("Several contracts relating to the same
23 matters, between the same parties, and made as parts of substantially one transaction, are to be
24 taken together") – Defendant MAI (acting through the Marks) contracted Plaintiffs CGUSA and
25 Limonite C&C LLC, also commencing in July 2015, to provide architectural and related design
26 and supervision work for another multi-use ARCO AMPM called the "Jurupa Development @
27 Limonite & Felspar Road," now commonly known as the "Limonite Plaza" Project, located
28 generally at Limonite Avenue and Felspar Road,, in Jurupa Valley, California.

1 21. Attached hereto as **Exhibit I** and incorporated herein in full by this reference as if
2 set forth in its entirety is the Limonite Plaza Project "Proposal for Services" dated as of July 6,
3 2015, between Defendant MAI and Plaintiff CGUSA. Attached hereto as **Exhibit J** and
4 incorporated herein in full by this reference as if set forth in its entirety is the Limonite Plaza
5 Project "Proposal for Services," dated as of September 9, 2015, revised as of October 23, 2015,
6 and revised again as of October 26, 2015, between Defendant MAI and Plaintiff CGUSA.
7 Attached hereto as **Exhibit K** and incorporated herein in full by this reference as if set forth in its
8 entirety is the Limonite Plaza Project "Proposal for Services," dated as of May 20, 2016, between
9 Defendant MAI and Plaintiff Limonite C&C LLC. Attached hereto as **Exhibit L** and incorporated
10 herein in full by this reference as if set forth in its entirety is the Limonite Plaza Project
11 "Additional Services Agreement ASA#1," dated as of May 19, 2017, between Defendant MAI and
12 Plaintiff CGUSA.

13 22. The Scope of Work for the Limonite Plaza Project contracts attached hereto as
14 **Exhibits I through L** is set forth on the first page and following of each of the applicable inter-
15 related agreements incorporated herein, which are the best evidence of their respective terms.
16 Briefly, for convenience, MAI was required to prepare, among other materials, a conditional use
17 permit, Site Improvement Plans (including grading and storm drains, and civil off site plans),
18 Landscape Plans (planting, irrigations, and hardscape), and Lighting and Utility Plans (water,
19 power, sewer and gas), among other required plans) and process the building, health, and
20 industrial waste and fire permits for a new Arco gas station, AMPM convenience store, and car
21 wash, and tentative & final parcel map.

22 **4. The Colton City Hub Project.**

23 23. By a series of five (5) inter-related agreements – which together form a single,
24 integrated contract under California Civil Code § 1642 ("Several contracts relating to the same
25 matters, between the same parties, and made as parts of substantially one transaction, are to be
26 taken together") – Defendant MAI (acting through the Marks) contracted Plaintiffs CGUSA,
27 commencing in August 2015, to provide architectural and related design and supervision work for
28 another multi-use ARCO AMPM called the "Colton Development," now commonly known as the

1 "Colton City Hub" Project, located generally at NWC of Valley Boulevard and Pepper Street, in
2 Colton, California.

3 24. In particular, attached hereto as **Exhibit M** and incorporated herein in full by this
4 reference as if set forth in its entirety is Colton City Hub Project "Proposal for Services," dated as
5 of August 26, 2015, between Defendant MAI and Plaintiff CGUSA. Attached hereto as **Exhibit**
6 **N** and incorporated herein in full by this reference as if set forth in its entirety is the Colton City
7 Hub Project "Proposal for Services," dated as of May 10, 2016, revised as of May 18, 2016,
8 between Defendant MAI and Plaintiff CGUSA. Attached hereto as **Exhibit O** and incorporated
9 herein in full by this reference as if set forth in its entirety is the Colton City Hub Project
10 "Proposal for Services," dated as of May 20, 2016, between Defendant MAI and Plaintiff CGUSA.
11 Attached hereto as **Exhibit P** and incorporated herein in full by this reference as if set forth in its
12 entirety is the Colton City Hub Project "Additional Services Agreement ASA#1," dated as of
13 August 23, 2016, between Defendant MAI and Plaintiff CGUSA. Attached hereto as **Exhibit Q**
14 and incorporated herein in full by this reference as if set forth in its entirety is the Colton City Hub
15 Project "Proposal for Services," dated as of March 28, 2017, between Defendant MAI and Plaintiff
16 CGUSA.

17 25. The Scope of Work for the Colton City Hub Project contracts attached hereto as
18 **Exhibits M through Q** is set forth on the first page and following of each of the applicable inter-
19 related agreements incorporated herein, which are the best evidence of their respective terms.
20 Briefly, for convenience, MAI was required to prepare, among other materials, a conditional use
21 permit, construction documents (including but not limited to Site Improvement Plans (including
22 grading and storm drains, and civil off site plans), Landscape Plans (planting, irrigations, and
23 hardscape), and Lighting and Utility Plans (water, power, sewer and gas), among other required
24 plans) and process the building, health, and industrial waste and fire permits for a new Arco gas
25 station, AMPM convenience store, and car wash, as well as 3 grey shell buildings (3500 square
26 foot Quick Service Restaurant, 9000 square foot retail building, and 6000 square foot restaurant).

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1 and demanded that CGUSA cease and desist from using and MAI plans for the Project, by a letter
2 (as discussed in connection with the Valley Square Project in Section IV.B.2, below.

3 **2. Problems with The Valley Square Project**

4 31. On July 13, 2018, the City of Jurupa Valley required changes to the Valley Square
5 Project due to MAI's design deficiencies, even though the Project still was not completed. Among
6 other necessary changes, wood framing for wall partitions were required to be changed to metal
7 framed partitions. . The changes were shown to the City, and later a letter was requested from the
8 City Inspector to move forward with the Project change. An internal designer at CGUSA
9 contacted MAI and inquired if Defendants would (i) be willing to sign the attached plan provision;
10 or (ii) revise the plan to incorporate the new details. CGUSA did not receive any response from
11 MAI regarding the modifications for the City Inspector, until Mr. Marks sent a letter to CGUSA,
12 dated July 23, 2018, in which it claimed that CGUSA had breached its contract with MAI by
13 submitting the plan changes, done in house, for the partition changes for the Valley Square
14 Project, supposedly without MAI's advance knowledge or approval.

15 32. Then, on August 10, 2018, CGUSA received another letter from Mr. Marks for
16 breach of contract, in which MAI withdrew from (and therefore abandoned) all four CGUSA
17 Projects, supposedly due to CGUSA's submission of unapproved plan changes to the City without
18 MAI's knowledge and consent.

19 33. CGUSA responded with a letter to Mr. Marks and MAI on August 15, 2018,
20 alleging that MAI had breached its contracts with CGUSA, requiring CGUSA to contract with
21 several architects due to the urgency and necessity of the construction phase of the Mission Project
22 with the City of Jurupa Valley, also resulting in substantial completion delay costs.

23 34. In addition, as designed, the car wash could not drain properly because of grading
24 errors, metering for the landscape design was improper, the turn radius did not give enough room
25 for trucks and large vehicles, the finish was inadequate, and the parcel maps had not been recorded

26 **3. Problems with The Limonite Plaza Project**

27 35. By its August 10, 2018 withdrawal letter, MAI abandoned the Limonite Plaza
28 before it was completed, even though MAI already had been paid in full on that Project. There

1 was inadequate and insufficient design and grading, the retaining wall design for the north
2 property line did not line up with the northerly property line, instead it sits inside the property,
3 although it was supposed to be on the property line. The retention wall along the westerly
4 property line had to be offset inside the property and re-aligned in the field. Ingress and egress was
5 inadequate, property lines were not drawn correctly, there was no access for a loading zone to the
6 buildings, and the inefficient design of the retail building created unleaseable space. This required
7 CGUSA to retain new design and engineering professionals to complete the Project, also resulting
8 in substantial completion delay costs.

9 **4. Problems with The Colton City Hub Project**

10 36. By its August 10, 2018 withdrawal letter, MAI abandoned the Colton City Hub
11 Project before it was completed, even though MAI already had been paid in full on that Project.
12 This required CGUSA to retain new design and engineering professionals to complete the Project,
13 also resulting in substantial completion delay costs.

14 37. Among other problems and claims, there was a material discrepancy between
15 Architectural Plans and Structural Plans for tower located between Building A & B. As a result of
16 this discrepancy, CGUSA was required to hire AGC Design Concept, Inc. to revise the floor plan,
17 and wall sections. CGUSA contacted MAI to request clarification concerning its structural errors
18 through a formal Request For Information process, but MAI refused to comply. Rahman
19 Engineering was retained to revise the structural plans. Among other MAI design defects, there
20 was no loading zone for building A, B & C. The trusses for building A and B were structurally
21 inadequate because they lacked sufficient structural steel to bare the roof loads. The tower had to
22 be redesigned, including because of problems with the frame and failure of the tower legs to line
23 up properly. There was an insufficient turn radius for the car wash. This resulted in substantial
24 completion delay costs.

25 38. In addition, the main building trusses called out on plans were incorrect type of
26 trusses for structure. This error required CGUSA to retain Rahman Engineering to revise
27 structural plans for the correct type of trusses. AGC was retained to revise the details and wall
28 sections accordingly.

1 39. The dimensions of Building B were too large of span for single truss span.
2 Therefore, CGUSA had to retain Rahman Engineering to add structural steel in Building B to split
3 span of trusses in half.

4 40. As to the various structural inadequacies of MAI plans, CGUSA had to retain
5 Rahman Engineering to add structural steel in both Buildings A and B to support loads in areas
6 such as the towers and roof trusses. All of this resulted in substantial completion delay costs.

7 **5. Misrepresentation of Prior Experience and Expertise**

8 41. The Marks Defendants, individually and as the Principals of Defendant MAI, in
9 order to induce CGUSA to hire them, represented that they had comprehensive expertise and
10 experience designing and providing architectural and supervisory services for the development
11 and construction of shopping centers, including gas stations and attached convenience stores and
12 car wash facilities. That proved to be grossly exaggerated or untrue, constituting fraudulent
13 inducement of the contracts.

14 **V. CLAIMS FOR RELIEF**

15 **A. FIRST CAUSE OF ACTION**

16 **(FOR PROFESSIONAL NEGLIGENCE [ARCHITECTURAL MALPRACTICE] AGAINST**
17 **ALL DEFENDANTS)**

18 42. Plaintiffs re-allege and incorporate Paragraphs 1 through 45, above, as though fully
19 set forth herein.

20 43. Commencing in January 2015 and continuing through August 2016, Plaintiffs
21 retained Defendants to provide professional architectural and related design and supervisory
22 services to Plaintiffs pursuant to several inter-related contracts attached hereto as **Exhibits A**
23 **through Q.**

24 44. As Plaintiffs' architect, Defendants, as professionals, agreed to use, and were
25 required to exercise, such skill, prudence, and diligence as other members of the architectural
26 profession commonly possess and exercise in Southern California. Defendants' professional
27 services fell below the applicable standard of care for the reasons (among others) set forth herein
28 at Section IV.B., paragraphs 26 through 41.

1 45. Defendants' negligent acts and omissions were below the standard of care for
2 comparable architects who practice in this community. Defendants' professional negligence was a
3 substantial factor in causing Plaintiffs' damages.

4 46. As a direct and proximate result of Defendants' incompetence and professional
5 negligence, Plaintiffs have suffered compensatory damages in an amount to be proven according
6 to proof at trial, but which on information and belief exceed \$5 million.

7 **B. SECOND CAUSE OF ACTION**

8 **(FOR BREACH OF CONTRACT AGAINST DEFENDANT MAI)**

9 47. Plaintiffs re-allege and incorporate Paragraphs 1 through 45, above, as though fully
10 set forth herein.

11 48. Commencing in January 2015 and continuing through August 2016, Plaintiffs
12 retained Defendants to provide professional architectural and related design and supervisory
13 services to Plaintiffs pursuant to several inter-related contracts attached hereto as **Exhibits A**
14 **through Q**.

15 49. Plaintiffs performed all conditions and promises required on their part to be
16 performed in accordance with the contracts attached hereto as **Exhibits A through Q**, including,
17 without limitation, paying approximately \$1 million to Defendants for their architectural services.

18 50. Implicit in the Parties' contracts for architectural services was the requirement to
19 perform such services competently and to not require payment for incompetent services, or to pay
20 for services that Defendants were supposed to provide without any extra charges imposed on
21 Plaintiffs (such as for plan revisions required Defendants' errors).

22 51. Defendants breached the applicable contracts for the reasons (among others) set
23 forth herein at Section IV.B., paragraphs 26 through 41.

24 52. As a direct and proximate result of Defendants' contractual breaches, Plaintiffs
25 have suffered significant compensatory damages in an amount to be proven according to proof at
26 trial, but which on information and belief exceed \$5 million.

27 **VI. PRAYER FOR RELIEF**


28 53. Wherefore, Plaintiffs pray that this Court enter Judgment against Defendants, and

1 each of them, as follows:

- 2 A. For compensatory damages for the acts complained of herein, in an amount to be
- 3 proven at trial;
- 4 B. For special damages as permitted by law;
- 5 C. For such pre- and post-judgment interest as permitted by law;
- 6 D. For attorneys' fees as may be allowed by law; and
- 7 E. For such other and further relief as the Court deems necessary or proper.

8
9 DATED: November 27, 2019

MARK ANCHOR ALBERT & ASSOCIATES

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11 By: 
12 _____
13 Mark Anchor Albert
14 Attorneys for Plaintiff Chandi Group, USA Inc.
15 and Limonite C&C, LLC
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