

PLAINTIFF'S REVISED CLAIM (with cost breakdown)

Because the defendant's bad debt continues to mount since I filed suit in December 2014, I wish to amend my original claim (of \$2,244.93) to include unpaid invoices for the period January–July 2015, plus recoverable court costs, should the judgment be in my favor.

TOTAL AMOUNT OF REVISED CLAIM: \$4,248.93

CALCULATED AS THE SUM OF:

Balance due on defendant's unpaid debt as of 7/15/2015 (\$2,572.85)
Modest punitive damages (\$1,500.00)
Recoverable court costs (\$176.08)

Summary of DEFENDANT'S MOUNTING UNPAID DEBT of: \$2,547.85

Outstanding balance from 16 unpaid invoices:

1. Invoice No. 140901 (\$220.00; rental fee is \$55/mo)
2. Invoice No. 141001 (\$320.14)
3. Invoice No. 141101 (\$320.14; 2nd notice)
4. Invoice No. 141102 (\$515.49; rent increase from \$55/mo to \$150/mo)
5. Invoice No. 141201 (\$535.24)
6. Invoice No. 141202 (\$744.93 = defendant's bad debt at the time of filing, covering the period June 2014–December 2014)

[PLUS ADDITIONAL UNPAID INVOICES 7 THRU 16]

7. Invoice No. 150101 (\$957.85)
8. Invoice No. 150201 (\$1,152.85)
9. Invoice No. 150301 (\$1,347.85)
10. Invoice No. 150401 (\$1,542.85 = defendant's bad debt, as of court hearing originally scheduled for 4/22/2015, covering the period June 2014–April 2015)
11. Invoice No. 150402 (\$1,572.85; 2nd notice)
12. Invoice No. 150501 (\$1,877.85; rent increase from \$150/mo to \$250/mo)
13. Invoice No. 150502 (\$1,907.85; 2nd notice)
14. Invoice No. 150601 (\$2,212.85)
15. Invoice No. 150602 (\$2,242.85; 2nd notice)
16. Invoice No. 150701 (\$2,547.85 = defendant's bad debt, as of rescheduled court appearance on 7/15/2015, covering the period June 2014–July 2015)

Additional LATE FEE of: **\$25.00**

For non-payment of past due amount by 7/11/2015, as specified in the terms for Invoice No. 150701.

Explanation of claim for PUNITIVE DAMAGES of: **\$1,500**

Determined using the "treble damages" statute in California's bad check law (Civil Code § 1719) as a guideline, which caps damages at \$1,500.

I am claiming punitive damages because:

- The defendant has acted in bad faith, wasting my time, stressing me out, and interfering with my ability to work productively from home. Ms. Lewis has never contested my claims about her use of my private property as replacement MIRA MESA NORTH No. 2 subdivision boundary fencing, or my right to charge rent for this use, thus agreeing by default to rental terms which her actions suggest she never intended to honor.
- I am not, by choice, a landlord, and have been forced to incur extraordinary costs (culminating in court action) in order to collect what I am owed.
- Defendant's avoidance of and refusal to take delivery of the first 6 invoices—sent by various means (USPS, FedEx, UPS, all with signature tracking)—had ripple effects, costing the public and private carriers, which had to attempt multiple deliveries, plus manage & track & warehouse documents she had no intention of claiming, but would not say so on the record (except in the one case when she was unable to avoid a face-to-face encounter with the FedEx driver).
All 3 carriers mishandled/lost the items in their care after she would not take delivery; I then had to file multiple formal complaints which, in the case of the Post Office, ended up resulting in 2 investigations into possible mail fraud.
- Being forced to subsidize the defendant's home ownership, against my will, has resulted in declining property values for LARWIN MESA VIEW NO. 12 subdivision homeowners. As there is no point investing further in private property to which I no longer have exclusive use, I stopped an extensive remodeling program of our own mid-course, leaving our house and property in an obvious state of disrepair.
Moreover, I have been seriously inconvenienced by having to put our construction projects (including water reclamation & solar power installations) on indefinite hold, while the defendant engages in one delaying tactic after another.
- I am burdened by steeply rising costs associated with maintaining a private swimming pool which is no longer private or secure, as long as hostile residents of the properties in the adjacent subdivision continue to have direct access to & use of my private property, against my wishes.
- Since I bill at \$120/hr for my services, I believe the \$1,500 damage maximum is a reasonable claim, especially since time & money spent dealing with the fallout from the defendant's willful actions is time & money that would otherwise have been expended on my *pro bono* work for organizations such as UCSD's Moores Cancer Center, for which I am developing the innovative medical communications project at ROSES.COMMUNICATINGBYDESIGN.COM.

Summary of RECOVERABLE COURT COSTS of: \$176.08

- Filing fee for "Filing claim for more than \$1,500 but less than or equal to \$5,000"
(\$50.00)
- Service of process on 1/5/2015 at 7:10 PM by William Kennedy of Click! Legal Service
(\$62.10)
- Fees incurred for researching defendant's property records, aliases, etc. (\$63.98)

Paid to Assessor/Recorder/County Clerk on:

12/11/2014 (Order #DT20141211154256946)	=	\$8.79
12/13/2014 (Order #DT20141213125911953)	=	\$4.67
12/13/2014 (Order #DT20141213175336699)	=	\$27.32
12/14/2014 (Order #DT2014121418105890)	=	\$23.20

Copies of receipts are filed after this worksheet.