

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

DANNY PUN,

PLAINTIFF

VERSUS

**KURT WILLE and
LEWIS E. MEEKINS, JR.,**

DEFENDANTS

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CASE NO.

SECT. MAG.

JURY TRIAL DEMANDED

COMPLAINT

NOW INTO COURT, through undersigned counsel, comes Plaintiff, Danny Pun, who files this Complaint, and requests relief as follows:

I. JURISDICTION

1.

This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1334(b) in that this proceeding is “related to” the Chapter 11 bankruptcy case entitled *In re New Orleans Auction Galleries, Inc.*, Case No. 11-11068, Section “A”, currently pending in the United States Bankruptcy Court, Eastern District of Louisiana.

II. JURY TRIAL DEMAND

2.

All claims set forth in this Complaint are legal claims. As such, Plaintiff is entitled to, and hereby requests, a jury trial on all claims herein.

III. NO CONSENT TO TRIAL BY BANKRUPTCY COURT

3.

This is a non-core proceeding.

4.

As this is a non-core proceeding to be tried by a jury, Plaintiff does not consent to a referral of this proceeding to the Bankruptcy Court.

IV. PARTIES

5.

Plaintiff, Danny Pun, is a person of the full age of majority and a resident of California (“Plaintiff”).

6.

Defendant, Kurt Wille, is a person of the full age of majority and a resident of California (“Defendant Wille”).

7.

Defendant, Lewis E. Meekins, Jr., is a person of the full age of majority and a resident of Texas (“Defendant Meekins”).

V. FACTS

8.

In January of 2011, Plaintiff purchased, via telephone bids, several items from a New Orleans Auction Galleries, Inc. (“NOAG”) auction including (1) an item consigned to NOAG by Defendant Wille that was advertised as a “rare, Chinese chicken blood stone seal” (the “Seal”), and (2) a fine Jade Chinese table screen, consigned to NOAG by Defendant Meekins (the “Screen”). Before

bidding on the Screen, Plaintiff asked NOAG employee and “Oriental Specialist” Richerson Rhodes what type of jade the Screen was made of and Mr. Rhodes specifically represented to Plaintiff that the Screen was made of “jadeite” jade.

9.

At all times pertinent herein NOAG was the agent for Defendant Meekins and Defendant Wille.

10.

At all times pertinent herein Richerson Rhodes was acting in the course and scope of his employment with NOAG.

11.

Plaintiff paid for the Seal via a combination of American Express (“Amex”) and Mastercard charges in the amounts of \$30,000.00 and \$49,950.00, respectively. Plaintiff paid for the Screen via a wire transfer of cash from his bank account in the amount of \$48,000.00.

12.

On March 2, 2011, Plaintiff traveled from California to New Orleans to pick up his purchases, including the Seal. At that time, Plaintiff met with Mr. Rhodes at NOAG’s place of business and Mr. Rhodes again confirmed that the screen was “jadeite jade.”

13.

Shortly after he returned to California, a person with knowledge of Chinese collectibles advised Plaintiff that the Seal was a fake, and that it was not carved from “chicken blood stone.” Plaintiff advised Mr. Rhodes of this immediately and further advised that he was concerned that the quality of the jade screen was not as Mr. Rhodes had represented prior to purchase. Plaintiff advised

that he would have the authenticity of the Seal and the “jadeite” Screen verified.

14.

Mr. Rhodes assured Plaintiff that he would not release Plaintiff’s payments to the consignors (Defendants Wille and Meekins) and that he would “do all that [he could] to protect [Mr. Pun].”

15.

Two and a half weeks later, Plaintiff received confirmation from a certified, Gemological Institute of America (“GIA”) evaluator that the “rare” Chinese chicken blood stone seal was neither “rare” nor was it made of “stone.” Rather, the item was manufactured from a man-made synthetic substance. As such, the Seal was worth only a fraction of what a real chicken blood stone seal would be worth.

16.

Likewise, a GIA evaluator also certified that the Screen was not composed of “jadeite jade,” as represented, but in fact was composed of a much lower value of “nephrite” jade. The difference in value between the two types of jade is significant.

17.

Plaintiff would not have bid on, and ultimately purchased the “rare” “stone” Seal had he known it was fake, nor would he have bid on, and ultimately purchased the Screen had he known that it was not “jadeite jade.”

18.

Plaintiff quickly faxed Mr. Rhodes the GIA reports showing that the Seal was a man-made product and that the Screen was made of “nephrite” jade. Plaintiff then requested a refund. That same day, Mr. Rhodes emailed Plaintiff back and advised Plaintiff that NOAG was experiencing

financial problems but that he would “do whatever I can to protect you.” “I am waiting to find out about the best way to return the two pieces without you paying a huge insurance bill.”

19.

Five days later, Mr. Rhodes advised Plaintiff that NOAG “will either re-offer [the Screen] for you or work out a credit return.” With respect to the Seal Mr. Rhodes stated: “because the seal is man-made material, I will be able to get the consignor to take it back but as our bank accounts are frozen for the time being, we cannot refund your money until this business with the ba[nk] is fixed.” Plaintiff was reluctant to leave the matter unresolved because he was leaving for China. Mr. Rhodes, however, advised him that “[y]our position as the buyer will not be effected [sic] by waiting until you get back.”

20.

The following day (April 1, 2011) NOAG filed a Chapter 11 bankruptcy, Case No. 11-11068, USBC, EDLA and indicated that it intended to file a liquidating plan.

21.

Prior to NOAG’s bankruptcy filing (March 29, 2011), Plaintiff filed cardholder disputes with both Mastercard and Amex pursuant to his cardholder agreements. Subsequent to his request, Mastercard did refund the partial payment he made with that credit card for the Seal in the amount of \$49,950.00. NOAG has claimed that Mastercard performed the “chargeback” on this transaction after the filing of NOAG’s bankruptcy. Amex has never refunded Plaintiff’s money.

22.

Although Plaintiff did not have the names of the consignors, and the automatic stay accompanying NOAG’s bankruptcy prevented Plaintiff from filing a lawsuit against Defendants’

agent, NOAG, Plaintiff was able to, and did, file proofs of claim in NOAG's bankruptcy proceeding.

23.

On July 21, 2011, Plaintiff filed proofs of claim nos. 17-1 and 18-1 for \$79,950.00 and \$48,000.00 against Defendant Wille's and Defendant Meekins' agent, NOAG, representing the purchase prices of the misrepresented Seal and Screen respectively. Plaintiff has since amended both of his proofs of claim (17-2 and 18-2). Specifically, Plaintiff reduced the principal amount of his Seal claim from \$79,950.00 to \$30,000.00 to reflect his Mastercard refund. Both amended claims also include demands for pre-filing interest, attorney's fees and costs.

24.

NOAG objected to Plaintiff's claims.

25.

On June 1, 2012, the Bankruptcy Court confirmed NOAG's Sixth Amended Plan of Reorganization (the "Confirmed Plan") which provided for a sale of NOAG's business to a third party. Said sale has already taken place. In the Confirmed Plan, NOAG created a Litigation Trust to which it transferred certain receivables and certain claims and potential causes of action. Pursuant to the terms of the Litigation Trust Agreement, a Litigation Trustee was appointed for the purpose of objecting to claims and litigating reserved causes of actions and distributing the proceeds thereof to the holders of general unsecured claims.

26.

One of the potential causes of action specifically reserved in the Confirmed Plan was a claim against Plaintiff for violations of the automatic stay, as well as for any claims the Litigation Trustee might possess against him for being the mediate transferee of the alleged post-petition Mastercard

chargeback, to the extent such transaction would even constitute a “transfer” pursuant to 11 U.S.C. § 549. Pursuant to Confirmed Plan, the Litigation Trustee is also now the party objecting to Plaintiff’s proofs of claim.

**COUNT ONE: ACTION TO RESCIND SALE DUE
TO REDHIBITORY DEFECT, PURSUANT TO LA. C.C. ART. 2520**

27.

The Seal, being a fake, is in such a condition that it is absolutely useless to Plaintiff, and Plaintiff would not have purchased it had he known of this condition. The fact that the Seal is composed of a man-made material, as opposed to genuine “chicken blood stone” as represented, was not apparent to Plaintiff, nor was such critical fact conveyed to Plaintiff by Defendant Wille, through his agent, NOAG. Although Plaintiff gave Defendant Wille, through his agent, NOAG, timely notice of the existence of the redhibitory defect in the Seal, neither Defendant Wille, nor his agent NOAG refunded Plaintiff’s purchase price. As such, Plaintiff desires, and is entitled to, a rescission of the sale of the Seal and the return of the purchase price.

28.

Additionally, upon information and belief, Defendant Wille, through his agent, NOAG, knew that the Seal he sold to Plaintiff was not made of “chicken blood stone” as represented. As such, Defendant Wille is also liable to Plaintiff for interest on the purchase price from the time it was paid, for the reimbursement of the reasonable expenses occasioned by the sale, and for those incurred for the preservation of the thing, and also for damages and reasonable attorney’s fees, all as provided for by La. C.C. Art. 2545.

29.

The Screen, not being composed jadeite jade as represented, is in such condition that it is absolutely useless to Plaintiff, and Plaintiff would not have purchased it had he known of this condition. The fact that the screen was not jadeite jade was not apparent to Plaintiff, nor was such critical fact conveyed to Plaintiff by Defendant Meekins, through his agent, NOAG. Although Plaintiff gave Defendant Meekins, through his agent, NOAG, timely notice of the existence of the redhibitory defect in the Screen, neither Defendant Meekins nor his agent, NOAG, refunded Plaintiff's purchase price. As such, Plaintiff desires, and is entitled to, a rescission of the sale of the Screen and the return of the purchase price.

30.

Additionally, upon information and belief, Defendant Meekins, through his agent, NOAG, knew that the Screen he sold to Plaintiff was not jadeite jade as represented. As such, Defendant Meekins is also liable to Plaintiff for interest on the purchase price from the time it was paid, for the reimbursement of the reasonable expenses occasioned by the sale, and for those incurred for the preservation of the thing, and also for damages and reasonable attorney's fees, all as provided for by La. C.C. Art. 2545.

**COUNT TWO: ACTION FOR BAD FAITH BREACH OF CONTRACT
PURSUANT TO LA. C.C. ARTS. 1947 AND 1997**

31.

As an additional or alternative basis of recovery, Plaintiff asserts that the auction advertisement and the documents executed by and among Plaintiff, Defendant Wille, and Defendant Wille's agent, NOAG, constitute a contract to sell to Plaintiff a "Rare, Large Chinese Chicken Blood

Stone Seal.”

32.

As the Seal delivered to Plaintiff, however, was neither “rare” nor was it made of “chicken blood stone,” Defendant Wille breached his contract with Plaintiff and is liable to Plaintiff for all the damages which Plaintiff suffered as a result of said breach.

33.

Additionally, upon information and belief, Defendant Wille’s and/or his agent’s misrepresentation of the Seal as a “rare” “chicken blood stone” was intentional and as such Defendant Wille is additionally liable pursuant to La. C.C. Art. 1997 for all damages, including unforeseeable damages, interest, court costs, and attorney’s fees pursuant to La. C.C. Art. 1997.

34.

Although the documents executed by and among Plaintiff, Defendant Meekins, and Defendant Meekins’s agent, NOAG, describe the sold item merely as a “fine jade” screen, Defendant Meekins’s agent specifically clarified what type of jade the Screen was made of, and stated the Screen was made of jadeite jade. These representations were made by Defendant Meekins’s agent to Plaintiff with full knowledge that Plaintiff would rely on these representations in making his decision to bid on the Screen. Plaintiff did, in fact, rely on Defendant Meekins’s agent’s representations in this regard.

35.

As the Screen delivered to Plaintiff was not jadeite jade, Defendant Meekins breached his contract with Plaintiff and is liable to Plaintiff for all the damages which Plaintiff suffered as a result of said breach.

36.

Additionally, upon information and belief, Defendant Meekins's and/or his agent's misrepresentation of the Screen as being jadeite jade was intentional and as such Defendant Meekins is additionally liable pursuant to La. C.C. Art. 1997 for all damages, including unforeseeable damages, interests, court costs, and attorney's fees pursuant to La. C.C. Art. 1997.

**COUNT THREE: ACTION FOR NULLITY OR RESCISSION
OF CONTRACT FOR FRAUD, OR ALTERNATIVELY FOR
INTENTIONAL FRAUDULENT MISREPRESENTATIONS,
PURSUANT TO LA. C.C. ART. 1953 ET SEQ.**

37.

As an additional or alternative basis of recovery, Plaintiff asserts that, upon information and belief, Defendant Wille's agent, NOAG, intentionally advertised the Seal in such a way and memorialized the sale of the Seal in such a way as to lead Plaintiff to believe that he was purchasing a Seal made of "rare" "chicken blood stone."

38.

If Plaintiff had been informed of the true condition of the Seal, he would not have bought it. Plaintiff only purchased the Seal in justifiable reliance on Defendant Wille's agent's fraudulent misrepresentations, which, upon information and belief, were made with intent to deceive Plaintiff.

39.

Plaintiff's justifiable reliance on such intentional misrepresentations caused him financial injury in that the synthetic, man-made Seal is worth only a fraction of what a real chicken blood stone Seal would be worth. As such, Plaintiff is entitled to a rescission of the sale as well as damages and attorney's fees pursuant to La. C.C. Art. 1958.

40.

Upon information and belief, Defendant Meekins's agent, NOAG, intentionally represented the Screen in such a way as to lead Plaintiff to believe that he was purchasing a Screen made of jadeite jade.

41.

If Plaintiff had been informed of the true condition of the Screen, he would not have bought it. Plaintiff only purchased the Screen in justifiable reliance on Defendant Meekins's agent's fraudulent misrepresentations, which, upon information and belief, were made with intent to deceive Plaintiff.

42.

Plaintiff's justifiable reliance on such intentional misrepresentations caused him financial injury in that the nephrite jade Screen is worth only a fraction of what a jadeite jade Screen would be worth. As such, Plaintiff is entitled to a rescission of the sale as well as damages and attorney's fees pursuant to La. C.C. Art. 1958.

**COUNT FOUR: ACTION FOR NULLITY OR RESCISSION
OF CONTRACT FOR ERROR PURSUANT TO LA. C.C. ART. 1949**

43.

As an additional or alternative basis of recovery, Plaintiff asserts the fact that he would not have purchased the Seal if he knew that it was made of a man-made material, is a cause that was known, or should have been known, by Defendant Wille through his agent, NOAG.

44.

Plaintiff tendered the Seal to Defendant Wille's agent, NOAG, and has asked NOAG to

refund the price he paid for it, but NOAG refused to take the Seal back though it was well aware that the Seal is relatively worthless. As such, Plaintiff is entitled to rescission of the sale as well as all damages allowed by law.

45.

That Plaintiff would not have purchased the Screen if he knew that it was not jadeite jade, is a cause that was known, or should have been known, by Defendant Meekins through his agent, NOAG.

46.

Plaintiff tendered the Screen to Defendant Meekins's agent, NOAG, and has asked NOAG to refund the price he paid for it, but NOAG refused to take the Seal back although it was well aware that the Screen is relatively worthless. As such, Plaintiff is entitled to rescission of the sale as well as all damages allowed by law.

**COUNT FIVE: ACTION FOR VIOLATION OF THE
LOUISIANA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW, LA. R.S. 51:1409**

47.

As an additional or alternative basis of recovery, Plaintiff asserts that Defendant Wille's actions, through his agent, NOAG, in advertising for sale a "rare" "chicken blood stone" which was actually a man-made object, involves fraud, misrepresentation, deception or other unethical conduct and is immoral, unethical, oppressive, unscrupulous, and would therefore be substantially injurious to consumers so as to constitute an unfair or deceptive trade practice pursuant to La. R.S. 51:1405.A.

48.

Further, Defendant Wille's actions, through his agent, NOAG, in not refunding the money

when the misrepresentation was discovered by the consumer likewise involves fraud, misrepresentation, deception or other unethical conduct and is immoral, unethical, oppressive, unscrupulous, and would therefore be substantially injurious to consumers so as to also constitute an unfair or deceptive trade practice pursuant to La. R.S. 51:1405A.

49.

Plaintiff has suffered as ascertainable loss of money as the result of the above unfair and deceptive methods employed by Defendant Wille and his agent and he is therefore entitled to damages and reasonable attorney's fees and costs pursuant to La. R.S. 51:1409.A.

50.

Defendant Meekins's actions, through his agent, NOAG, in misrepresenting an item for sale a jadeite jade Screen when the Screen was not made of jadeite jade, but rather of a much lower quality nephrite jade, involves fraud, misrepresentation, deception or other unethical conduct and is immoral, unethical, oppressive, unscrupulous, and would therefore be substantially injurious to consumers so as to constitute an unfair or deceptive trade practice pursuant to La. R.S. 51:1405.A.

51.

Further, Defendant Meekins's actions, through his agent, NOAG, in not refunding the money when the misrepresentation was discovered by the consumer likewise involves fraud, misrepresentation, deception or other unethical conduct and is immoral, unethical, oppressive, unscrupulous, and would therefore be substantially injurious to consumers so as to also constitute an unfair or deceptive trade practice pursuant to La. R.S. 51:1405A.

52.

Plaintiff has suffered as ascertainable loss of money as the result of the above unfair and

deceptive methods employed by Defendant Meekins and his agent and he is therefore entitled to damages and reasonable attorney's fees and costs pursuant to La. R.S. 51:1409.A.

**COUNT SIX: ACTION FOR NEGLIGENT MISREPRESENTATION,
PURSUANT TO LA. C.C. ARTS. 2315 AND 2316**

53.

As an additional or alternative basis of recovery, Plaintiff asserts that Defendant Wille, in the course of his business or other matters in which he had a pecuniary interest, supplied, through his agent, false information regarding the authenticity of the Seal that he sold to Plaintiff.

54.

Defendant Wille had a legal duty to correctly and accurately describe the authenticity of the Seal in his dealings with Plaintiff.

55.

Defendant Wille, through his agent, NOAG, affirmatively breached this duty through affirmative misrepresentations as to the authenticity of the Seal and Plaintiff suffered, and is entitled to, recover from Defendant Wille, damages as a result of his justifiable reliance on Defendant Wille's agent's affirmative misrepresentations that the subject Seal was composed of "chicken blood stone."

56.

As an additional or alternative basis of recovery, Plaintiff asserts that Defendant Meekins, in the course of his business or other matters in which he had a pecuniary interest, supplied, through his agent, false information regarding the authenticity of the Screen that he sold to Plaintiff.

57.

Defendant Meekins had a legal duty to correctly and accurately describe the authenticity of the Screen in his dealings with Plaintiff.

58.

Defendant Meekins, through his agent, NOAG, affirmatively breached this duty through affirmative misrepresentations as to the authenticity of the Screen and Plaintiff suffered, and is entitled to, recover from Defendant Meekins, damages as a result of his justifiable reliance on Defendant Meekins's agent's affirmative misrepresentations that the subject Screen was composed of jadeite jade.

**COUNT SEVEN: ACTION FOR DETRIMENTAL RELIANCE,
PURSUANT TO LA. C.C. ART. 1967**

59.

As an additional or alternative basis of recovery, Plaintiff asserts that because the man-made Seal is worth only a fraction of what a real chicken blood stone Seal would be worth, he has suffered, and is entitled to recover, damages resulting from his reasonable reliance upon misrepresentations made by Defendant Wille's agent, NOAG employee, Rhodes.

60.

Upon information and belief, Defendant Wille's and/or his agent's misrepresentation of the Seal as a "rare" "chicken blood stone" was intentional and as such Defendant Wille is additionally liable pursuant to La. C.C. Art. 1997 for all damages, including unforeseeable damages, interest, court costs, and attorney's fees pursuant to La. C.C. Art. 1997.

61.

Because the Screen is worth only a fraction of what a jadeite jade screen would be worth, Plaintiff suffered, and is entitled to recover, damages resulting from his reasonable reliance upon misrepresentations made by Defendant Meekins's agent, NOAG employee, Rhodes.

62.

Upon information and belief, Defendant Meekins's and/or his agent's misrepresentation of the Screen as jadeite jade was intentional and as such Defendant Meekins is additionally liable pursuant to La. C.C. Art. 1997 for all damages, including unforeseeable damages, interests, court costs, and attorney's fees pursuant to La. C.C. Art. 1997.

**ACTION FOR DAMAGES FOR NON-PECUNIARY LOSS,
PURSUANT TO LA. C.C. ART. 1998**

63.

In addition to his entitlement to the other damages alleged herein, Plaintiff asserts that he is entitled to damages for non-pecuniary loss as the contract, because of its nature, was intended to gratify a non-pecuniary interest and, because of the circumstances surrounding the formation or non-performance of the contract, each defendant, through their agent, NOAG, knew or should have known, that his failure to perform would cause that kind of loss.

WHEREFORE, Plaintiff prays for judgment in his favor and against Defendant Wille and Defendant Meekins as follows:

- for rescission of the sale of the Seal and the Screen and the return of the purchase price for both pursuant to La. C.C. Art. 2550 as well as interest on the purchase prices of each, plus reimbursement of reasonable expenses occasioned by each sale

- and for those incurred for the preservation of the Seal and the Screen and also for damages and reasonable attorney's fees pursuant to La. C.C. Art. 2545; and
- for all damages, including unforeseeable damages, interest, court costs, and attorney's fees pursuant to La. C.C. Arts. 1947 and 1997; and
 - for rescission of the sale of the Seal and the Screen as well as damages and attorney's fees pursuant to La. C.C. Arts. 1953 and 1958; and
 - for rescission of the sale of the Seal and the Screen as well as all damages allowed by law, pursuant to La. C.C. Art. 1949; and
 - for damages and reasonable attorney's fees and costs pursuant to La. R.S. 51:1405.A. and 51:1409.A.; and
 - for damages pursuant to La. C.C. Arts. 2315 and 2316; and
 - for all damages, including unforeseeable damages, interest, court costs, and attorney's fees pursuant to La. C.C. Arts. 1967 and 1997; and
 - for damages for non-pecuniary loss pursuant to La. C.C. Art. 1998; and finally
 - for post-judgment interest, and all costs, and any other relief to which he may be entitled.

Respectfully submitted:

**LOWE, STEIN, HOFFMAN, ALLWEISS
& HAUVER**

By: /s/Alicia M. Bendana

ALICIA M. BENDANA, Of Counsel (21472)

MARK S. GOLDSTEIN, Of Counsel (6098)

TYLER J. DOUGLAS (33807)

One Shell Square, Suite 3600

701 Poydras Street, 36th Floor

New Orleans, LA 70139-3600

Telephone: (504) 581-2450

Attorneys for Danny Pun

PLEASE ISSUE SUMMONSES TO:

Kurt Wille
5821 Palmera Lane
Sacramento, California 95835

Lewis E. Meekins, Jr.
5839 Merrymount Road
Fort Worth, Texas 76107

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant

)
)
)
)
)
)
)

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Danny Pun

DEFENDANTS

Kurt Wille and Lewis E. Meekins, Jr.

(b) County of Residence of First Listed Plaintiff Los Angeles, CA

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Sacramento, CA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE:

IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Alicia M. Bendana (21472), of counsel, Lowe, Stein, Hoffman, Allweiss & Hauver, L.L.P., 701 Poydras St., Ste. 3600, New Orleans, LA 70139, (504) 581-2450

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)☐ 1 U.S. Government Plaintiff☒ 3 Federal Question Jurisdiction (U.S. Government Not a Party)☐ 2 U.S. Government Defendant☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

28 USC § 1334(c)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify)
 ☐ 6 Multidistrict Litigation

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

VI. CAUSE OF ACTION

Brief description of cause:

Redhibition, Breach of Contract, Fraud et al

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND \$ Rescission of contract. Attorney's fees, court costs

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____