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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

PARADISE NORTHWEST INC.,  
Plaintiff,  
v.  
SATVINDER PALSINGH RANDHAWA,  
LORNA MARIE RANDHAWA dba GREAT  
EASTERN EXPORT & TRADING  
COMPANY,  
Defendants.

No. 2:09-cv-02027-MCE-DAD  
MEMORANDUM AND ORDER

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Presently before the Court is a Motion by Plaintiff Paradise Northwest ("Plaintiff") requesting that this Court issue a writ of attachment on the property of Defendants Satvinder Palsingh Randhawa and Lorna Marie Randhawa ("Defendants") pursuant to Federal Rule of Civil Procedure 64. For the reasons set forth below, Plaintiff's request is denied.<sup>1</sup>

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<sup>1</sup> Because oral argument will not be of material assistance, the Court ordered this matter submitted on the briefing. E.D. Cal. Local Rule 230(g).

1 **BACKGROUND**

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3 This dispute arises out of a project to restore Nainital  
4 Lake in Uttarkhand, India. Defendants Satvinder Randhawa and  
5 Lorna Marie Randhawa ("Defendants"), are a husband and wife doing  
6 business as Great Eastern Export and Trading Company. Defendants  
7 are alleged to have entered into an oral contract with Plaintiff  
8 Paradise Northwest, Inc. ("Plaintiff") under the terms of which  
9 Plaintiff agreed to prepare reports and perform engineering  
10 services for Lake Nainital. Plaintiff contends that since  
11 submitting to Defendants a final invoice of \$85,296.74, it still  
12 has not been paid in full.

13 However, Defendants strongly contest that there was such an  
14 oral contract as Plaintiff describes. According to Defendants,  
15 the agreement was that Plaintiff's President, Dennis Williams,  
16 would go to India, install an aeration system for the Lake, and  
17 show laborers how to place machinery in the lake in exchange for  
18 an all-expense paid trip for Williams and his son-in-law.  
19 Defendants would also provide a \$3000 stipend for their wives.  
20 Defendants state that they did not agree to the contract  
21 Plaintiff describes and would not have agreed to the amount  
22 Plaintiff says they owe.

23 Plaintiff filed suit bringing claims for breach of contract,  
24 fraud, and violation of the Racketeer Influenced and Corrupt  
25 Organizations Act. Alleging that it can establish probable  
26 validity of its breach of contract claim, Plaintiff seeks to  
27 attach Defendants' home, bank accounts, cars, and financial  
28 accounts.

1 **ANALYSIS**

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3 California's attachment statutes are strictly construed.  
4 See Jordan-Lyon Productions, Ltd. v. Cineplex Odeon Corp., 29  
5 Cal. App. 4th 1459, 1466 (1994); Hobbs v. Weiss, 73 Cal. App. 4th  
6 76, 79-80 (1999). As a procedural matter, an application for  
7 writ of attachment must include a list of statements required by  
8 Cal. Code of Civ. Proc. § 484.020: (a) attachment is sought to  
9 secure recovery on a claim upon which attachment may be issued,  
10 (b) amount to be secured by attachment, (c) attachment is not  
11 sought for purpose other than recovery, (d) attachment is not  
12 encumbered by a Title 11 proceeding, and (e) description of  
13 property.

14 Substantively, a writ of attachment is guided by Cal. Code  
15 of Civ. Proc. § 484.090 which requires that Plaintiff show  
16 probable validity of its underlying claim and that the attachment  
17 is not sought for a purpose other than recovery. Probable  
18 validity is determined by the facts presented by the applicant.  
19 Cal. Code of Civ. Proc. § 484.030. The facts set forth in the  
20 affidavits must be set forth with particularity. Cal. Code of  
21 Civ. Proc. § 482.040.

22 Here, the underlying claim is a breach of contract. Under  
23 California law, the elements of breach of contract are "1. the  
24 existence of a contract, 2. plaintiff's performance or excuse for  
25 nonperformance, 3. defendant's breach, and 4. Damages."  
26 Acoustics Inc. v. Trepte Construction Co., 14 Cal. App. 3d 887,  
27 913 (1971).

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1 **ANALYSIS**

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3 The parties' dispute seems to turn on a disagreement as to  
4 what was actually agreed upon. Plaintiff has failed to show  
5 probable validity of the claim inasmuch as it has done little to  
6 establish the existence of a contract as Plaintiff describes.

7 Moreover, Plaintiff's Motion fails to clearly state the  
8 amount sought to be attached. Plaintiff's "Summary of Requested  
9 Relief" on page 2 of its Memorandum of Points and Authorities  
10 seeks attachment in the amount of \$64,280, whereas the  
11 "Conclusion" section of the same document requests attachment in  
12 the amount of \$85,296.75. Plaintiff's Notice of Motion for  
13 attachment states at the top of page 2 that Plaintiff seeks a  
14 right to attach Order in the amount of \$85,296.75, but then two  
15 lines later requests attachment in the amount of \$64,280. Such  
16 continual switching of necessary facts cannot serve as the basis  
17 for the extraordinary relief Plaintiff requests.

18  
19 **CONCLUSION**

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21 For the reasons set forth above, Plaintiff's Motion for Writ  
22 of Attachment (Docket No. 44) is DENIED.

23 IT IS SO ORDERED.

24 Dated: April 2, 2010

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27 MORRISON C. ENGLAND, JR.  
28 UNITED STATES DISTRICT JUDGE