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SUPERIOR COURT OF THE STATE OF CALIFORNIA

10

FOR THE COUNTY OF VENTURA

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12 ANGELICA LOPEZ; JULIE ALCASAS;
13 RAYMOND PEREZ; LEXI MORALES;
14 DIAMOND RODRIGUEZ; RUDY
15 ALVAREZ; AIDEN ALVAREZ; RUDY
16 ALVAREZ JR.; ALICIA ALEGRIA; MAYA
17 ALEGRIA; JAYDEN ALEGRIA; NICOLE
18 JUNG; JASON JUNG; NOLAN JUNG;
19 LILYANN JUNG; CLAUDIA OCHOA;
20 FERMIN JAIMES; ROSA JAIMES; JOSE
21 JAIMES; BRISEIDA JAMES and ABILENE
22 JAIMES

19 Plaintiffs,

20 v.

21 P & D ASSETS LLC; 790 CEDAR, LLC and
22 DOES 1 through 100, Inclusive

23 Defendants.

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) Case No.:

) **COMPLAINT FOR DAMAGES**
) **(Unlimited Jurisdiction)**

1. BREACH OF CONTRACT
2. BREACH OF IMPLIED
WARRANTY OF HABITABILITY
3. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS
4. NUISANCE
5. VIOLATION OF CAL. CIV. CODE
SECTION 1942.4
6. NEGLIGENCE

mdj

1 This complaint is in regard to the tenancy of the PLAINTIFFS at 790 Cedar Street, Ventura,
2 CA 93001 ("SUBJECT PROPERTY"). Plaintiffs allege as follows:

3 **PARTIES**

- 4 1. Plaintiff ANGELICA LOPEZ (hereinafter referred to as "ANGELICA LOPEZ" and/or
5 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
6 California, County of Ventura. ANGELICA LOPEZ resided in Unit #121 of the
7 SUBJECT PROPERTY.
- 8 2. Plaintiff JULIE ALCASAS (hereinafter referred to as "JULIE ALCASAS" and/or
9 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
10 California, County of Ventura. JULIE ALCASAS resided in Unit #121 of the SUBJECT
11 PROPERTY.
- 12 3. Plaintiff RAYMOND PEREZ (hereinafter referred to as "RAYMOND PEREZ" and/or
13 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
14 California, County of Ventura. RAYMOND PEREZ resided in Unit #121 of the SUBJECT
15 PROPERTY.
- 16 4. Plaintiff LEXI MORALES (hereinafter referred to as "LEXI MORALES" and/or
17 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
18 California, County of Ventura. LEXI MORALES resided in Unit #121 of the SUBJECT
19 PROPERTY.
- 20 5. Plaintiff DIAMOND RODRIGUEZ (hereinafter referred to as "DIAMOND
21 RODRIGUEZ" and/or "PLAINTIFF") is an individual who at all times mentioned herein
22 resided in the State of California, County of Ventura. DIAMOND RODRIGUEZ resided in
23 Unit #212 of the SUBJECT PROPERTY.
- 24 6. Plaintiff RUDY ALVAREZ (hereinafter referred to as "RUDY ALVAREZ" and/or
25 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
26 California, County of Ventura. RUDY ALVAREZ resided in Unit #212 of the SUBJECT
27 PROPERTY.
- 28 7. Plaintiff AIDEN ALVAREZ (hereinafter referred to as "AIDEN ALVAREZ" and/or
"PLAINTIFF") is an individual who at all times mentioned herein resided in the State of

1 California, County of Ventura. AIDEN ALVAREZ resided in Unit #212 of the SUBJECT
2 PROPERTY.

3 8. Plaintiff RUDY ALVAREZ JR. (hereinafter referred to as "RUDY ALVAREZ JR." and/or
4 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
5 California, County of Ventura. RUDY ALVAREZ JR. resided in Unit #212 of the
6 SUBJECT PROPERTY.

7 9. Plaintiff ALICIA ALEGRIA (hereinafter referred to as "ALICIA ALEGRIA" and/or
8 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
9 California, County of Ventura. ALICIA ALEGRIA resided in Unit #311 of the SUBJECT
10 PROPERTY.

11 10. Plaintiff MAYA ALEGRIA (hereinafter referred to as "MAYA ALEGRIA" and/or
12 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
13 California, County of Ventura. MAYA ALEGRIA resided in Unit #311 of the SUBJECT
14 PROPERTY.

15 11. Plaintiff JAYDEN ALEGRIA (hereinafter referred to as "JAYDEN ALEGRIA" and/or
16 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
17 California, County of Ventura. JAYDEN ALEGRIA resided in Unit #311 of the SUBJECT
18 PROPERTY.

19 12. Plaintiff NICOLE JUNG (hereinafter referred to as "NICOLE JUNG" and/or
20 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
21 California, County of Ventura. NICOLE JUNG resided in Unit #312 of the SUBJECT
22 PROPERTY.

23 13. Plaintiff JASON JUNG (hereinafter referred to as "JASON JUNG" and/or "PLAINTIFF")
24 is an individual who at all times mentioned herein resided in the State of California, County
25 of Ventura. JASON JUNG resided in Unit #312 of the SUBJECT PROPERTY.

26 14. Plaintiff NOLAN JUNG (hereinafter referred to as "NOLAN JUNG" and/or
27 "PLAINTIFF") is an individual who at all times mentioned herein resided in the State of
28 California, County of Ventura. NOLAN JUNG resided in Unit #312 of the SUBJECT
PROPERTY.

- 1 15. Plaintiff LILYANN JUNG (hereinafter referred to as “LILYANN JUNG” and/or
2 “PLAINTIFF”) is an individual who at all times mentioned herein resided in the State of
3 California, County of Ventura. LILYANN JUNG resided in Unit #312 of the SUBJECT
4 PROPERTY.
- 5 16. Plaintiff CLAUDIA OCHOA (hereinafter referred to as “CLAUDIA OCHOA” and/or
6 “PLAINTIFF”) is an individual who at all times mentioned herein resided in the State of
7 California, County of Ventura. CLAUDIA OCHOA resided in Unit #114 of the SUBJECT
8 PROPERTY.
- 9 17. Plaintiff FERMIN JAIMES (hereinafter referred to as “FERMIN JAIMES” and/or
10 “PLAINTIFF”) is an individual who at all times mentioned herein resided in the State of
11 California, County of Ventura. FERMIN JAIMES resided in Unit #114 of the SUBJECT
12 PROPERTY.
- 13 18. Plaintiff ROSA JAIMES (hereinafter referred to as “ROSA JAIMES” and/or
14 “PLAINTIFF”) is an individual who at all times mentioned herein resided in the State of
15 California, County of Ventura. ROSA JAIMES resided in Unit #114 of the SUBJECT
16 PROPERTY.
- 17 19. Plaintiff JOSE JAIMES (hereinafter referred to as “JOSE JAIMES” and/or “PLAINTIFF”)
18 is an individual who at all times mentioned herein resided in the State of California, County
19 of Ventura. JOSE JAIMES resided in Unit #114 of the SUBJECT PROPERTY.
- 20 20. Plaintiff BRISEIDA JAIMES (hereinafter referred to as “BRISEIDA JAIMES” and/or
21 “PLAINTIFF”) is an individual who at all times mentioned herein resided in the State of
22 California, County of Ventura. BRISEIDA JAIMES resided in Unit #114 of the SUBJECT
23 PROPERTY.
- 24 21. Plaintiff ABILENE JAIMES (hereinafter referred to as “ABILENE JAIMES” and/or
25 “PLAINTIFF”) is an individual who at all times mentioned herein resided in the State of
26 California, County of Ventura. ABILENE JAIMES resided in Unit #114 of the SUBJECT
27 PROPERTY.
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- 1 22. Defendant, P & D ASSETS LLC (hereinafter referred to as “P & D” and/or
2 “DEFENDANT”), is a California Limited Liability Company who at all at all times
3 mentioned herein owned and/or managed the SUBJECT PROPERTY which is located in
4 the State of California, County of Ventura.
- 5 23. Defendant, 790 CEDAR, LLC (hereinafter referred to as “790 CEDAR” and/or
6 “DEFENDANT”), is a California Limited Liability Company who at all at all times
7 mentioned herein owned and/or managed the SUBJECT PROPERTY which is located in
8 the State of California, County of Ventura.
- 9 24. The true names and/or capacities, whether individual, corporate, associate or otherwise of
10 defendants, DOES 1 through 100, inclusive, are unknown to PLAINTIFFS, who therefore
11 sue said DEFENDANTS by such fictitious names, and will ask leave of this Court to amend
12 this Complaint when the same have been ascertained; PLAINTIFFS are informed and
13 believe, and upon such information and belief allege, that each DEFENDANT designated
14 herein as a “DOE” was responsible, negligently, or in some other actionable manner, for the
15 events and happenings referred to herein, which proximately caused injury and damage to
16 PLAINTIFFS, as hereinafter alleged.
- 17 25. PLAINTIFFS are informed and believe and thereon allege, that at all times relevant herein,
18 DEFENDANTS, and each of them, were and are the agents, servants, employees, joint
19 venturers and partners, each of the other, and were, at all such times, acting within the
20 course and scope of said relationship; furthermore, that each said defendant, while acting as
21 a principal expressly directed, consented to, approved, affirmed and ratified each and every
22 action taken by his or her co-defendants, as hereinafter alleged.

23 **FACTS SUPPORTING CAUSES OF ACTION**

- 24 26. DEFENDANTS are the owners/managers of the SUBJECT PROPERTY which is an
25 apartment complex in Ventura, California.
- 26 27. PLAINTIFFS entered into written rental agreements with DEFENDANTS.
27 DEFENDANTS have refused to provide copies of the rental agreements to the
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1 **PLAINTIFFS. PLAINTIFFS have obtained a copy of the same rental agreement they**
2 **signed (a true and correct copy of the same rental agreement is attached hereto as Exhibit 1).**
3 **28. During the entirety of the PLAINTIFFS' tenancy the DEFENDANTS failed to maintain**
4 **the SUBJECT PROPERTY therein causing and allowing slum and substandard living**
5 **conditions in direct violation of California Civil Code Section 1941.1 and Health & Safety**
6 **Code Section 17290.3. During the PLAINTIFFS' entire tenancy, the following conditions**
7 **existed at the SUBJECT PROPERTY, and were allowed to exist by DEFENDANTS, and**
8 **each of them (hereinafter "CONDITIONS):**
9 a. **Severe and substantial mold contamination;**
10 b. **Defective plumbing;**
11 c. **Leaking walls and windows;**
12 d. **Broken doors;**
13 e. **Deteriorated and defective flooring;**
14 f. **Deteriorated walls with holes and peeling paint;**
15 g. **General dilapidation;**
16 h. **Insufficient number of garbage dumpsters causing the property to be littered**
17 **with garbage;**
18 i. **Dampness of habitable rooms; and**
19 j. **Severe Insect infestation;**
20 **29. From the time of PLAINTIFFS' move in, the SUBJECT PROPERTY had the substandard**
21 **and dangerous CONDITIONS. DEFENDANTS promised to clean up and fix the**
22 **SUBJECT PROPERTY when PLAINTIFFS rented it, however they never did.**
23 **30. PLAINTIFFS have notified the DEFENDANTS over and over of the substandard**
24 **conditions and DEFENDANTS have failed and refused to properly fix the problem and**
25 **instead choose to blame the PLAINTIFFS.**
26 **31. During their tenancy all of the PLAINTIFFS suffered health issues due to the mold and**
27 **insect contaminations at the SUBJECT PROPERTY causing them to be constantly sick.**
28 **32. PLAINTIFFS became so distraught with the conditions that they had to involve the City of**
 Ventura. The City of Ventura inspected the SUBJECT PROPERTY and sent the

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DEFENDANTS notice of multiple health and safety violations and yellow-tagged two of the units which are part of this complaint.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

(By All Plaintiffs Against All Defendants)

- 33. PLAINTIFFS hereby allege and incorporate by reference each and every allegation stated in the preceding paragraphs of the complaint as though set forth fully herein.
- 34. PLAINTIFFS entered into a written rental agreement with the DEFENDANTS to rent the SUBJECT PROPERTY.
- 35. PLAINTIFFS have performed all material conditions, covenants, and promises required on their part to be performed in accordance with the terms and conditions of the contract.
- 36. DEFENDANTS breached the contract by not maintaining the property in habitable condition or remedying defects which were requested by the PLAINTIFFS on multiple occasions.
- 37. As a result of the DEFENDANTS' breach the PLAINTIFFS have suffered extensive damages in an amount according to proof.
- 38. PLAINTIFFS allege upon information and belief that pursuant to the written lease the PLAINTIFFS are entitled to recover their reasonable attorney's fees and costs of suit in this action.

SECOND CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY OF HABITABILITY

(By All Plaintiffs Against All Defendants)

- 39. PLAINTIFFS hereby allege and incorporate by reference each and every allegation stated in the preceding paragraphs of the complaint as though set forth fully herein.
- 40. The warranty of habitability implied in rental/lease agreement imposes upon landlords the obligation to maintain leased dwellings in habitable condition throughout the term of the lease. PLAINTIFFS bring this cause of action both in contract and tort.

- 1 41. The tenants' obligation to pay rent is dependent upon the landlord's duty to provide living
2 quarters in exchange for the rent thereof that are safe, clean and that comply with legal
3 requirements imposed upon landlords.
- 4 42. The CONDITIONS set forth herein are unsafe, indecent, unsanitary and render the
5 SUBJECT PROPERTY uninhabitable.
- 6 43. DEFENDANTS have actual knowledge of the CONDITIONS. In spite of this knowledge
7 the DEFENDANTS have done nothing and allowed the PLAINTIFFS' health and safety to
8 be placed at risk by residing in the SUBJECT PROPERTY. Despite the CONDITIONS set
9 forth herein the DEFENDANTS continued to collect full rent from PLAINTIFFS in
10 violation of the Implied Warranty of Habitability.
- 11 44. The duty to correct the CONDITIONS is codified by Civil Code sections 1941 and 1941.1.
- 12 45. As a proximate result of DEFENDANTS' actions and omissions alleged herein,
13 PLAINTIFFS were privileged to withhold rent from DEFENDANTS, and PLAINTIFFS
14 have therefore been damaged thereby in amounts according to proof at trial. PLAINTIFFS
15 have suffered other economic damages, including, but not limited to, being forced to expend
16 monies to make repairs to the SUBJECT PROPERTY, cost of inspection and sampling,
17 property damage and relocation expenses.
- 18 46. As a further proximate result of the conduct of the DEFENDANTS, and each of them,
19 PLAINTIFFS have been injured in their bodies and in their health, strength and activities,
20 and sustained injuries to their mental health and shock and injury to their nervous systems,
21 all of which have caused, and continued to cause, PLAINTIFFS great mental, physical, and
22 nervous pain and suffering.
- 23 47. As a further proximate result of said misconduct of the DEFENDANTS, and each of them,
24 PLAINTIFFS have incurred and will in the future incur, medical and other related expenses
25 in connection herewith, the exact amount of which costs, fees and expenses are unknown to
26 PLAINTIFFS at this time, but which will be shown according to proof at the time of trial.
- 27 48. DEFENDANTS' actions were reckless, willful, wanton, oppressive and malicious within the
28 meaning of Civil Code Section 3294 in that they have intentionally, and in conscious
disregard for health and safety, subjected the PLAINTIFFS to cruel and unjust hardship

1 56. As a direct and proximate result of DEFENDANTS' outrageous conduct PLAINTIFFS
2 suffered and continue to suffer severe mental and emotional distress. This emotional
3 distress has caused PLAINTIFFS to sustain general and special damages in amounts to be
4 proven at trial.

5 57. DEFENDANTS' actions were reckless, willful, wanton, oppressive and malicious within the
6 meaning of Civil Code Section 3294 in that they have intentionally, and in conscious
7 disregard for health and safety, subjected the PLAINTIFFS to cruel and unjust hardship
8 thereby entitling PLAINTIFFS to an award of punitive damages. The actions of the
9 company DEFENDANTS were ratified and encouraged by their single managing member,
10 Dharam Pal.

11 **FOURTH CAUSE OF ACTION**

12 **NUISANCE**

13 **(By All Plaintiffs Against All Defendants)**

14 58. PLAINTIFFS hereby allege and incorporate by reference each and every allegation stated in
15 the preceding paragraphs of the complaint as though set forth fully herein.

16 59. PLAINTIFFS rented the SUBJECT PROPERTY from DEFENDANTS.

17 60. The conditions as described herein constituted a nuisance within, but not limited to *Civil*
18 *Code* sections 3479 *et seq.* in that these defective conditions were injurious to the health and
19 safety of the PLAINTIFFS, and were further indecent and offensive to the senses of
20 PLAINTIFFS, and interfered substantially with PLAINTIFFS' comfortable enjoyment of
21 the SUBJECT PROPERTY.

22 61. This nuisance had a deleterious effect on PLAINTIFFS, who were exposed to the
23 substandard and dangerous conditions which affected their health and safety.

24 62. Despite being required by law to abate the nuisance, DEFENDANTS willfully failed to
25 correct conditions rendering the premises a nuisance. DEFENDANTS knew, or reasonably
26 should have known, that PLAINTIFFS would be injured as a result of this failure to abate
27 the nuisance.
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1 63. Due to the DEFENDANTS' failure to abate the nuisance PLAINTIFFS suffered personal
2 injuries.

3 64. As a direct and proximate legal result of DEFENDANTS' failure to abate the nuisance as
4 set forth above PLAINTIFFS were hurt in their health, strength and activity, sustaining
5 shock and injuries to their bodies, persons and nervous systems, all of which said injuries
6 have caused and continue to cause PLAINTIFFS great pain and mental anguish, fear,
7 anxiety, torment and emotional distress.

8 65. As a further, direct and legal result of DEFENDANTS' failure to abate the nuisance and
9 dangerous condition of the subject property as alleged herein, PLAINTIFFS were required
10 to and did employ physicians for medical examination, treatment and care for their injuries
11 and thus incurred medical and related expenses. PLAINTIFFS did incur and will continue
12 to incur in the future further medical, therapeutic and related expenses, in an amount
13 according to proof.

14 66. As a direct and legal result of DEFENDANTS' failure to abate the nuisance and the
15 dangerous condition of the SUBJECT PROPERTY as alleged herein, PLAINTIFFS
16 suffered damage to their personal property, all to their damage, in an amount according to
17 proof.

18 67. DEFENDANTS' actions were reckless, willful, wanton, oppressive and malicious within the
19 meaning of Civil Code Section 3294 in that they have intentionally, and in conscious
20 disregard for health and safety, subjected the PLAINTIFFS to cruel and unjust hardship
21 thereby entitling PLAINTIFFS to an award of punitive damages. The actions of the
22 company DEFENDANTS were ratified and encouraged by their single managing member,
23 Dharam Pal.

24 **FIFTH CAUSE OF ACTION**

25 **VIOLATION OF CAL. CIV. CODE SECTION 1942.4**

26 **(By All Plaintiffs Against All Defendants)**

27 68. The PLAINTIFFS hereby allege and incorporate by reference each and every allegation
28 stated in the preceding paragraphs of the complaint as though set forth fully herein.

- 1 69. At all pertinent times herein, PLAINTIFFS and DEFENDANTS were in a landlord-tenant
2 relationship.
- 3 70. Throughout the PLAINTIFFS' tenancy, the SUBJECT PROPERTY lacked the affirmative
4 standard characteristics listed in *Civil Code* Section 1941.1.
- 5 71. At various times during PLAINTIFFS' tenancies, public officers from the City of Ventura,
6 responsible for the enforcement of housing laws noted the substandard conditions in the
7 SUBJECT PROPERTY and ordered the Defendants by written notice after inspection of
8 the premises of the Defendants' obligations to abate the nuisances and/or repair the
9 substandard conditions at the SUBJECT PROPERTY.
- 10 72. The CONDITIONS cited had existed and were not abated 35 days beyond the date of the
11 issuance of the notices, and DEFENDANTS had no good cause for delay in complying with
12 the government orders. The CONDITIONS cited were not caused by acts or omissions of
13 PLAINTIFFS in violation of *Civil Code* Section 1929 or 1941.2.
- 14 73. In spite of the citations DEFENDANTS have continued to demand and accept rent from
15 PLAINTIFFS in violation of *Civil Code* Section 1942.4.
- 16 74. By reason of DEFENDANTS' unlawful conduct, PLAINTIFFS have sustained general and
17 special damages in amounts to be proven at trial. PLAINTIFFS are also entitled to recover
18 special statutory damages of not less than \$100 nor more than \$5,000 for each of
19 DEFENDANTS' violations of *Civil Code* Section 1942.4.
- 20 75. PLAINTIFFS are further entitled to recover their reasonable attorney's fees and costs of suit
21 in this action.

22 **SIXTH CAUSE OF ACTION**

23 **NEGLIGENCE**

24 **(By All Plaintiffs and Against All Defendants)**

- 25 76. PLAINTIFFS hereby allege and incorporate by reference each and every allegation stated in
26 the preceding paragraphs of the Complaint as though set forth fully herein.
- 27 77. PLAINTIFFS are informed and believe, and thereon allege, that defendants, and each of
28 them, owed a duty of care to PLAINTIFFS to keep the SUBJECT PROPERTY in a safe

1 condition by, *inter alia*, providing a warning regarding the CONDITIONS or
2 preventing/curing/removing the CONDITIONS.

3 78. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS, and each
4 of them, also owed a duty of care to PLAINTIFFS because they owned, leased, rented,
5 occupied, possessed, designed, constructed, developed, landscaped, operated, inspected,
6 repaired, maintained, modified, managed, controlled, and/or supervised, the SUBJECT
7 PROPERTY, permitted or created the CONDITIONS, and/or were employed at the
8 SUBJECT PROPERTY.

9 79. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS, and each
10 of them, breached the above-mentioned duty of care because they negligently and carelessly
11 owned, leased, rented, occupied, possessed, designed, constructed, developed, landscaped,
12 operated, inspected, repaired, maintained, modified, managed, controlled, and/or supervised,
13 the SUBJECT PROPERTY, permitted or created the CONDITIONS, and/or created a
14 false sense of safety at the SUBJECT PROPERTY so as to cause PLAINTIFFS to
15 encounter a dangerous and deceptive condition causing the CONDITIONS and thereby
16 causing the injuries and damages to PLAINTIFFS as described herein. PLAINTIFFS also
17 relied on the acts/omissions of DEFENDANTS, and each of them, to their detriment.

18 80. As a proximate result of the conduct of DEFENDANTS, and each of them, PLAINTIFFS
19 were hurt and injured in their bodies, and in their health, strength and activities, and
20 sustained injuries to their mental health and shock and injury to their nervous systems, all of
21 which have caused, and continued to cause, PLAINTIFFS great mental, physical, and
22 nervous pain and suffering in an amount according to proof.

23 81. As a further proximate result of said misconduct of the DEFENDANTS, and each of them,
24 PLAINTIFFS have incurred and will in the future incur, medical and other related expenses
25 in connection herewith, the exact amount of which costs, fees and expenses are unknown to
26 PLAINTIFFS at this time, but which will be shown according to proof at the time of trial.

27 82. As a further proximate result of said misconduct of DEFENDANTS, and each of them,
28 PLAINTIFFS have suffered loss of earnings, both present and in the future, the exact
amount thereof are at this time unknown to PLAINTIFFS, who therefore ask leave to

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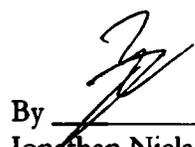
prove, and if required by the Court, to amend this Complaint to show the exact amounts thereof at time of trial.

83. By reason of the foregoing, PLAINTIFFS have been damaged in sums which exceed the jurisdictional limits of all lower courts which would otherwise have jurisdiction, which amounts will be shown according to proof at time of trial.

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For general damages in an amount according to proof;
2. For special damages in an amount according to proof;
3. For punitive damages in an amount according to proof;
4. For statutory damages according to proof;
5. For pre- and post-judgment interest;
6. For reasonable attorney's fees and costs;
7. For such other and further relief as the Court deems just and proper.

NIELSEN, PETERSON & NIELSEN LLP



Dated: October 7 2020

By _____
Jonathan Nielsen, Attorney for Plaintiffs

EXHIBIT 1

RENTAL AGREEMENT (Month-to-Month)

25 day of June 2018 between

Owner/Agent, whose address and phone
15000 Cedar St # 100 Ventura CA 93001
Blanca Gomez Resident

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL UNIT: Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner for residential use only.

The premises located at: 790 Cedar St Ventura CA 93001 Unit # (if applicable) 111

rent of \$ 1950 per month, beginning on

payments made in person may be

delivered to Owner/Agent between the hours of 9am and 1pm on the following days of the week: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable methods of payment:

Personal Check Cashier's Check Money Order EFT/Credit (see Owner/Agent for details) and Cash

If rent is paid after the 31st of the month, there will be a late charge of \$ 150 assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 35 not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds.

3. SECURITY DEPOSIT: Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 1200

Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

(a) defaults to the payment of rent; (b) damage to the premises, including, but not limited to, damage to the unit to the same level of condition as when the unit was delivered to the Resident; (c) damage to the premises, including, but not limited to, damage to the unit to the same level of condition as when the unit was delivered to the Resident; (d) damage to the premises, including, but not limited to, damage to the unit to the same level of condition as when the unit was delivered to the Resident.

Owner/Agent shall return any

LIABILITIES: Resident shall pay for all utility services and charges if any made payable by or predicated upon occupancy of the premises.



California Apartment Association Approved Form
www.caa.org
CDD 2.01 Revised 1/01 & 2/07 All Rights Reserved
Page 1 of 3

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of Blank Forms is Illegal.



16. **ASSIGNMENT:** Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever necessary to enter the premises. (See Civil Section 1834.) Resident's non-compliance with Owner/Agent's lawful request for entry is a breach of this Agreement that may be cause for immediate termination as provided herein and by law.

17. **ASSIGNMENT AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted assignment or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.

18. **SALE OF PROPERTY:** In the event of the sale or refinancing of the property, if Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

19. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.

20. **SEX OFFENDER INFORMATION:** Pursuant to Section 261.15 of the Penal Code, information about specified registered sex offenders is made available on a member web site maintained by the Department of Justice at www.meganslaw.ca.gov. Resident's criminal history, this information will include either the address at which the offender resides or the county, city, and ZIP code in which he or she resides.

21. **ADDENDA:** By initialing as provided, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto and are incorporated as part of this Agreement.

<input type="checkbox"/> Resident Policies Addendum	<input type="checkbox"/> Smoke Detector Addendum	<input type="checkbox"/> C C & Rs
<input type="checkbox"/> Move-In/Move-Out Itemization	<input type="checkbox"/> Pet Addendum	<input type="checkbox"/> Drug Free Housing Addendum
<input type="checkbox"/> Pest Control Notice Addendum	<input type="checkbox"/> Asbestos Addendum	<input type="checkbox"/> Proposition 65 Brochure
<input type="checkbox"/> Setback Addendum	<input checked="" type="checkbox"/> Lead Disclosure Addendum	<input checked="" type="checkbox"/> Other: <u>HOUSE RULES</u>
<input type="checkbox"/> Pool Rules Addendum	<input checked="" type="checkbox"/> Mold Notification Addendum	<input type="checkbox"/> Other:

21. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

22. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

23. **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:



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MOLD NOTIFICATION ADDENDUM

Page _____ of Agreement

between _____ (Owner/Agent) and _____ (Resident) for the _____ Unit # (if applicable) 111

This document is an Addendum and is part of the Rental/Lease Agreement, dated 07-15-18
Diana Gomez Serrano Scirchz
701 Cedar St CA 93001
San Jose (City) _____ (Zip)

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause moisture and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to hold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify Owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.

Resident hereby releases the Owner/Agent from any and all claims, losses, damages, and expenses, including reasonable attorney's fees, that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

[Signature] Blanca Yarran
 Resident
[Signature]
 Owner/Agent

 Date Resident

 Date Resident



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HOUSE RULES
"Rules & Regulations"

1. This is an addendum to and becomes part of the rental agreement between Owner and Resident.
2. No persons, pets, or animals of any kind are permitted to occupy the premises other than those listed on the original rental agreement without the express prior written consent of owner or his agent.
3. Any resident who drinks excessively, uses premises for illegal activity or commits a nuisance will be subject to eviction.
4. No unnecessary noise due to loud talking, radios, televisions, stereos or musical instruments is permitted. Hours for playing the above with the consideration of other residents are 0800 a.m. to 1000 p.m.
5. No roller skating, skateboarding or riding bikes on the premises.
6. Laundry facilities are to be used only during the hours of 0800 a.m. to 1000 p.m. Please use machine as instructed and do not overload.
7. Management is not responsible for damage or loss of personal property. Tenant shall obtain own insurance for this purpose.
8. Tenant is responsible for cost of repairs to plumbing, plumbing fixtures and appliances should damage caused from negligence or misuse. For example, items causing stoppage of waste, jamming of mechanisms considered improper use and repair costs shall be paid for by resident.
9. Personal items such as bicycles, tools, brooms, rags, etc. shall be kept out of view. No rugs, towels, clothes or clothing. Any such items shall be hung on the exterior of the building, on balconies or in hallway. No traps, brooms, etc. are to be placed on same, or from open windows.
10. Highly combustible items such as gasoline are prohibited and shall not be used or stored anywhere on premises.
11. Damage to the apartment and/or building and its equipment and furnishings, above and beyond ordinary wear and tear, shall be paid for by resident. (i.e., painting, hanging pictures, changing locks), without Resident will be responsible for the cost of damages.
12. Please do not make any alterations in any way, without written permission of owner or agent.
13. Residents are responsible for the conduct and cleanup of their invitees and guests.
14. Residents are to park vehicles in space assigned to them by owner agent. Any unauthorized parking on premises is subject to towing at vehicle owner's expense. No extensive repair or washing of vehicles is allowed on the premises.
15. Your rental shall be kept in good and clean condition and free from any objectionable odors.

PLEASE FOLLOW THE ABOVE RULES AND REGULATIONS TO HELP KEEP COMMON AREAS CLEAN AND TO MAINTAIN A PEACEFUL, SAFE AND PLEASANT ENVIRONMENT FOR YOURSELF AND YOUR NEIGHBORS. THANK YOU FOR YOUR CONSIDERATION AND PLEASE CALL IF WE CAN BE OF ANY HELP.

Blanca Yarmen

TARGET HOUSING RENTAL/LEASE AGREEMENT ADDENDUM
DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Page _____
of agreement

Resident is renting from Charles Agent the premises located at:

Unit # (if applicable) 111

PO Cedra St
Vantuna CA 93001

Lead Warning Statement
Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))

Owner's Disclosure or Agent acting on behalf of Owner (Initial)

Lead-based paint or lead-based paint hazards (check one below):
 Lead-based paint and/or lead-based paint hazards are present in the housing (explain).

I have no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (check one below):

Owner has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Agent's Acknowledgment (Initial)

The term Agent is defined as any party who enters into a contract with the Owner, including anyone who enters into a contract with a representative of the Owner for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Owner or the property management company.

(c) Agent has informed the Owner of his/her obligations under 42 U.S.C. 4852d, and the Agent is aware of his/her responsibility to ensure compliance.

Lessee's Acknowledgment (Initial)

(d) Lessee has received copies of all information listed above.



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