

Case No. S262032

**In the Supreme Court
of the
State of California**

GREGORY GEISER,
Plaintiff, Appellant, and Cross-Respondent,

v.

PETER KUHNS, et al.
Defendants, Respondents, and Cross-Appellants.

AFTER A DECISION BY THE COURT OF APPEAL
SECOND APPELLATE DISTRICT, DIVISION FIVE, CASE No. B279738
SUPERIOR COURT OF COUNTY OF LOS ANGELES
CASE NOS. BS161018, BS161019 & BS161020
THE HONORABLE JUDGE ARMEN TAMZARIAN

**Petitioners' Motion to Take Judicial Notice; Memorandum
of Points and Authorities; Proposed Order**

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PETER KUHNS, PABLO CAAMAL & MERCEDES CAAMAL

Motion and Notice of Motion

Pursuant to California Rules of Court 8.520(g) and 8.252(a), and Evidence Code section 452 and 459, Petitioners Peter Kuhns, Pablo Caamal, and Mercedes Caamal submit this Motion to Take Judicial Notice. The Motion is based on the attached Memorandum of Point and Authorities.

The documents to be judicially noticed are as follows and are attached as Exhibit 1 through 11:

Exhibit 1: *Familia logra parar el desalojo y tiene oportunidad de recuperar su hogar*, La Opinión (Dec. 17, 2015) <<https://bit.ly/2YyMZ6z>>. A true and correct copy is attached as Exhibit 1.

Exhibit 2: Martínez Ortega, *‘De aquí no me sacan más que arrestado’ advierte dueño de casa al borde del desalojo*, La Opinión (Mar. 24, 2016) <<https://bit.ly/3c6weDJ>>. A true and correct copy is attached as Exhibit 2.

Exhibit 3: Dreier, *A Working Class Family Battles a ‘Fix and Flip’ Real Estate Tycoon*, Huffington Post (Mar. 28, 2016) <<https://bit.ly/2xyZt2Q>>. A true and correct copy is attached as Exhibit 3.

Exhibit 4: Barajas, *ACORN Reborn: Alliance of Californians for Community Empowerment*, Breitbart News (May 21, 2016) <<https://bit.ly/3b5n1tK>>. A true and correct copy is attached as Exhibit 4.

Exhibit 5: Victoria, *Rialto family fights eviction; says realtor's actions unjust*, Rialto Record Weekly (May 12, 2016) <<https://bit.ly/2YAKssE>>. A true and correct copy is attached as Exhibit 5.

Exhibit 6: Burns, *Manhattan Beach moves to ban picketing outside homes*, Daily Breeze (July 20, 2016) <<https://bit.ly/2SyFXdZ>>. A true and correct copy is attached as Exhibit 6.

Exhibit 7: McDonald, *Manhattan Beach council modifies upcoming election, rejects picketing law*, Easy Reader (July 21, 2016) <<https://bit.ly/3c6sIZQ>>. A true and correct copy is attached as Exhibit 7.

Exhibit 8: Barnes, *Rialto family's eviction prompting protests in Manhattan Beach*, San Bernardino County Sun (July 24, 2016) <<https://bit.ly/2Wtn1Pe>>. A true and correct copy is attached as Exhibit 8.

Exhibit 9: Segura, *Manhattan Beach backs away from proposed restrictions on picketing*, Daily Breeze (Aug. 18, 2016) <<https://bit.ly/2W2vXvO>>. A true and correct copy is attached as Exhibit 9.

Exhibit 10: Complaint, *Maria Mejia Hernandez v. Wedgewood, et al.*, Case No. CGC-16-554916, San Francisco County Superior Court (October 19, 2016). A true and correct copy is attached as Exhibit 10.

Exhibit 11: Complaint, *Ada Sorto, et al., v. Wedgewood, Inc., et al.*, Case No. CGC-16-549819, San Francisco County Superior Court (January 11, 2016). A true and correct copy is attached as Exhibit 11.

Dated: October 20, 2020

Law Office of Matthew Strugar
Law Office of Colleen Flynn

By: /s/ Matthew Strugar
Attorneys for Petitioners Peter
Kuhns, Mercedes Caamal, and
Pablo Caamal

Memorandum of Points and Authorities

Petitioners request that this Court take judicial notice of nine media reports about the dispute between Petitioners/Defendant and Respondent/Plaintiff Gregory Geiser and two civil complaints against Geiser's company Wedgewood.

The central issue in this dispute is whether Petitioners' protest activity and speech was made in connection with a public interest for the purposes of Code of Civil Procedure section 425.16, subdivision (e)(4). The media reports reflect that, at least in the professional judgment of some reporters and publications, there was public interest in this dispute.

California appellate courts, including this Court, regularly rely on media coverage, at least in part, to determine whether an issue is one of public interest for the purposes of the anti-SLAPP statute. (See, e.g., *Wilson v. Cable News Network, Inc.* (2019) 7 Cal.5th 871, 901 n. 13 (*Wilson*) [relying on two newspaper articles to find an issue of public interest]; *Nygård, Inc. v. Uusi-Kerttula* (2008) 159 Cal.App.4th 1027, 1042 [relying on one article in Finnish magazine to find an issue of public interest]; *M. G. v. Time Warner, Inc.* (2001) 89 Cal.App.4th 623, 629 [finding public interest based on one magazine article and one television program].)

The existence of the newspaper articles here illuminates the connection to an issue of public interest. The articles'

existence is not reasonable subject to dispute and is the proper subject of judicial notice. (See *Cty. of Santa Clara v. Superior Court* (2009) 170 Cal.App.4th 1301, 1312 & n. 4 [taking judicial notice of “10 newspaper articles”]; *Kashian v. Harriman* (2002) 98 Cal. App. 4th 892, 900 & n. 3 [taking judicial notice of “news article that had appeared in the Fresno Bee . . . only insofar as they help to put the letter into context, and not for the truth of anything stated in the”]; *Seelig v. Infinity Broad. Corp.* (2002) 97 Cal.App.4th 798, 807 n. 5 [taking judicial notice of newspaper articles because “[w]ithout assuming the truth of the assertions contained in the news articles, the fact that news articles discussing topics provoked by the Show were published is not reasonably subject to dispute”].)

Each of these articles were cited to the trial court, and hyperlinks to the online versions of these articles were included in those citations, but Petitioners/Defendants did not request that the trial court take judicial notice of them. (1 JA 75; 3 JA 731–732.) The Court of Appeal majority faulted Petitioners/Defendants for merely citing to the articles and providing website links, and not “attaching the articles themselves or archiving an article” (Opn. at 25.)

Judicial notice of these articles is proper under Evidence Code section 452, subdivision (h), because the fact of their publication is “not reasonably subject to dispute and are capable

of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.”

Moreover, this Court can independently consider the news and websites cited in their Petitioners’ Opening Brief on the Merits because Petitioners maintain that the anti-SLAPP statute applies and the media coverage demonstrates that interest. (See *Wilson, supra*, 901 n. 13 [recognizing two newspaper articles showed an issue of public interest without taking judicial notice of the articles]; *Gilbert v. Sykes* (2007) 147 Cal. App. 4th 13, 23 [relying on court’s own Google search, a book, and a website to establish an issue of public interest without taking judicial notice of those materials].)

Judicial notice of the civil complaints is also proper under Evidence Code section 452, subdivision (d). (See *Taus v. Loftus* (2007) 40 Ca1.4th 683, 726; *In re Marquez* (2003) 30 Ca1.4th 14, 18, n.2 [taking judicial notice of court records in appeals].)

The civil complaints demonstrate that the Caamals are not the only people to accuse Wedgewood of unethical real estate practices. Geiser has argued against applying the anti-SLAPP statute to his petitions on the basis that he and Wedgewood are not notorious real estate developers, and this was a basis upon which the majority below justified not applying the statute. (Opn. at 22–23.)

Both of these complaints were presented to the trial court in a request for judicial notice. (5 JA 1274–1340.) The trial court’s order does not mention any ruling on the request. (6 JA 1682–1696.) Geiser himself nonetheless included the complaints in compiling the record for this appeal. (5 JA 1274–1340.)

For the foregoing reasons, Petitioners respectfully request that this Court grant its Motion to Take Judicial Notice.

Dated: October 20, 2020

Law Office of Matthew Strugar
Law Office of Colleen Flynn

By: /s/ Matthew Strugar
Attorneys for Petitioners Peter
Kuhns, Mercedes Caamal, and
Pablo Caamal

Proposed Order

Good cause appearing, IT IS HEREBY ORDERED that
Petitioner's Motion to Take Judicial Notice is granted in full.

Dated: _____

The Honorable Chief Justice or
Associate Justice of the California
Supreme Court

Proof of Service

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 3435 Wilshire Boulevard, Suite 2910, Los Angeles, California 90010.

On October 20, 2020, I served true copies of this Motion to Take Judicial Notice; Memorandum of Points and Authorities; and Proposed Order on the interested parties in this action as follows:

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Via U.S. Mail

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 20, 2020 at Los Angeles, California.

Matthew Strugar

Exhibit 1

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Familia logra parar el desalojo y tiene oportunidad de recuperar su hogar

La familia tiene 45 días para conseguir una institución financiera que esté dispuesta a darles un préstamo hipotecario

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Pablo Caamal, acompañado de una organización comunitaria, se tomó el lobby de la empresa que compró su casa.

FOTO: YURINA MELARA / LA OPINIÓN

Por: | 17 de Diciembre 2015

Como última medida desesperada para evitar el **desalojo de su casa en Rialto**, los esposos **Pablo y Mercedes Caamal**, acompañados de un grupo de unas 30 personas que atraviesan situaciones similares, se tomaron el vestíbulo de la empresa **Wedgewood Enterprise**, que se dedica a comprar propiedades embargadas por los bancos.

Hace 10 años esta pareja compró una casa. No tuvieron problemas pagando la hipoteca **hasta que ambos perdieron sus trabajos durante la crisis económica de hace 5 años.**

Ellos cayeron en mora y cuando intentaron renegociar el préstamo con el banco, aseguran que no encontraron ayuda.

La situación económica familiar mejoró cuando regresaron a trabajar y ahora hasta tienen apoyo de una de sus hijas con los pagos de la vivienda. Cuando intentaron ponerse al día con los pagos, **el banco ya no les aceptó el dinero y los demandó para quitarles la casa.**

“Los bancos no quieren modificar los préstamos para ayudar a sus clientes porque les sale mejor embargar la propiedad” – Peter Kuhns, de ACCE

“Tenemos el dinero para pagar y no lo aceptan. He trabajado en este país por 40 años para lograr el sueño americano de tener una casa para mí y mis hijos y **ahora que tengo 65 años ustedes me están sacando de mi casa**”, gritó Pablo adentro de las oficinas de la empresa que compró su vivienda en un venta autorizada por la corte.

La organización comunitaria **Alliance of Californians for Community Empowerment (ACCE)**, conformada por personas que están en proceso de desalojo, apoyó a esta pareja de hispanos en su travesía por tratar de recuperar la casa.

Caamal y los miembros de ACCE armaron una tienda de campaña en el edificio, ubicado en una zona comercial de Hawthorne y con rótulos que pedían alto a los desalojos, gritaron consignas hasta que llegó la Policía de Redondo Beach.

Daren Puhl, Jefe de Operaciones de Wedgewood, llegó al lugar de la manifestación y aceptó reunirse con Pablo y Mercedes a cambio de que las demás personas desalojaran las instalaciones.

Mercedes Maacal, izquierda, y su hija Elizabeth, se toman junto a su esposo el lobby de la empresa que compró su casa.
Mercedes Maacal, izquierda, y su hija Elizabeth, se toman junto a su esposo el lobby de la empresa que compró su casa.
(/wp-content/uploads/2015/12/image25.jpeg)

Los policías de **Redondo Beach** advirtieron a los manifestantes que no podían permanecer en las instalaciones porque son propiedad privada. **El sargento Shawn Freeman, de la Policía de Redondo Beach**, les preguntó si estaban dispuestos a ser arrestados.

Los advertidos aceptaron salirse del vestíbulo mientras esperaban los resultados de la reunión.

Peter Kuhns, de ACCE, dijo que el sistema actual no funciona para las familias trabajadoras que se ven obligadas a desalojar sus casas cuando los bancos deciden embargarlos con la ayuda de las cortes civiles.

“Este es un problema de muchas familias y con diferentes bancos. Los bancos no quieren modificar los préstamos para ayudar a sus clientes porque les sale mejor embargar la propiedad y venderlas a empresas como Wedgewood que ganan millones de dólares comprando y vendiendo propiedades embargadas”, dijo Kuhns.

Activistas comunitarios presionaron a una empresa para que negociara con Pablo Caamal para que no lo desalojaran de su propiedad durante las festividades de Navidad.

(/wp-content/uploads/2015/12/image27.jpeg)

Una hora más tarde, la pareja Maacal salió de la reunión para informarle a sus compañeros que **Wedgewood había aceptado suspender el desalojo y venderles su casa al precio acordado en la corte.**

Personas como **Nynoska Briseño**, una mujer que también está en proceso de desalojo de su vivienda, se mostraron contentas por el acuerdo y esperan correr con la misma suerte.

La familia tiene 45 días para conseguir una institución financiera que esté dispuesta a darles un préstamo hipotecario.

Las personas que enfrentan problemas de desalojo de sus viviendas pueden contactar a **ACCE al 1-877-881-0878.**

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'De aquí no me sacan más que arrestado' advierte dueño de casa al borde del desalojo

Familia latina suplica que no los echen a la calle y pide a la empresa que compró la hipoteca de su casa que se siente a negociar con ellos

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Pablo Caamal (izq) asegura que solo a la fuerza lo podrán sacar de su casa. (Photo Aurelia Ventura/La Opinión)

(<https://laopinion.com/author/imdaracelimartinez/>)

FOTO: AURELIA VENTURA / IMPREMEDIA/LA OPINION

Por: Araceli Martínez Ortega | (<https://laopinion.com/author/imdaracelimartinez/>) 24 de Marzo 2016

Pablo y Mercedes Caamal, una pareja de la tercera edad, tienen los nervios de punta porque este viernes, **ellos y sus tres hijas**, se pueden quedar en la calle.

“De aquí no me sacan más que arrestado”, advierte Pablo Caamal quien junto con su esposa compraron en 2006 una casa en **Rialto**, una ciudad del condado de San Bernardino, que están a punto de perder a menos que la compañía de inversiones que la adquirió, se apiade de ellos y decida vendérsela.

Los Caamal creían haber alcanzado el sueño americano cuando compraron su casa. No contaba con que la **recesión que experimentó el país en 2009** los iba a hacer perder sus empleos como cocineros.

“Aunque rápidamente encontramos trabajo, y solicitamos una modificación permanente del préstamo. **Wells Fargo** nos puso a prueba y comenzamos a pagar 1,018.28 cada mes que nos pidió, pero luego **nos regresaron los pagos**”, cuenta Mercedes Caamal.

En ese lapso, narra que **gastaron más de 10,000 dólares en abogados** que prometían ayudarlos a modificar su hipoteca pero nunca hicieron nada.

Uno de ellos fue el abogado Stephen Siringoringo (<http://www.laopinion.com/2013/09/14/continuan-las-quejas-por-fraude-contra-siringoringo/>) quien en 2013 perdió su licencia acusado de mal práctica laboral.

Mercedes Caamal, llora de angustia ante el posible desalojo en su casa de Rialto. (Photo Aurelia Ventura/La Opinion) (/wp-content/uploads/2016/03/032416_8_Caamal-Eviction.jpg)

Nunca quisieron negociar

Caamal dice que el banco nunca les quiso modificar el préstamo y valorar la casa en **360,000 dólares**, pero sí aceptó el año pasado venderla a la compañía de inversiones **Wedgewood Inc.** con sede en Redondo Beach en 284,000 dólares.

“Dicha compañía nos prometió que iba a negociar pero ahora ya no se quieren reunir con nosotros”, expone la madre mientras muestra un documento que los califica para recibir un nuevo préstamo hipotecario de hasta 380,000 dólares.

Presa de la emoción, casi llorando, comenta que no puede expresar cómo se siente de perder su sueño. **“Se nos va de las manos”**, dice.

En su desesperación, pide a los directivos de Wedgewood Inc. que se toquen el corazón. **“Nos van a dejar sin un lugar donde vivir”**, expone.

Merari Caamal (der) y su hermana Elizabeth, empacan sus pertenencias ante un posible desalojo de su hogar en Rialto. (Photo Aurelia Ventura/La Opinion)
(/wp-content/uploads/2016/03/032416_2_Caamal-Eviction.jpg)

El Sheriff cumplirá el desalojo

El Departamento del Sheriff de San Bernardino les notificó que a partir de las **6:00 de la mañana** de este viernes van a llegar a desalojarlos.

Familiares y amigos se han apostado en tiendas de campaña afuera de la casa de los Caamal para evitar el desahucio.

“Wedgewood es una compañía grande que compra casas a muy bajo precio pero es muy triste que vayan a despojar de su techo a una familia que con mucho esfuerzo se ha hecho de un techo para sus hijos”, externa **Guadalupe González** quien llegó a apoyar a la familia.

Los Caamal vinieron de México como inmigrantes en los años 70 y ya **son ciudadanos estadounidenses**.

Merari Caamal, una de las hijas de 23 años, quien trabaja y además es estudiante de tiempo completo, no oculta su desaliento ante el inminente desalojo.

“No queremos perder esta casa. Son muchos los recuerdos”, dice con voz quebrada por la tristeza.

La hija mayor de los Caamal, Cristy Nieves agrega que es injusto que una familia latina trabajadora que han puesto todo lo que han ganado para tener un techo, vayan a perderlo. **“Queremos negociar con la compañía pero no quieren”**, observa.

La familia Caamal junto a varias personas que apoyan su lucha. (Foto Aurelia Ventura/La Opinión)
(/wp-content/uploads/2016/03/032416_12_Caamal-Eviction.jpg)

Mercedes Caamal cuenta que en 2006 dieron de enganche por la casa de tres recamaras de 90,000 dólares. **Les costó 460,000 dólares.** Incluso le construyeron una casita alterna el patio.

La Opinión contactó a la compañía Wedgewood. Una empleada pidió dejar el mensaje en la extensión del Departamento Legal. Al cierre de la edición no había una respuesta.

Defensores de hogares

Peter Kuhns de la Alianza de Californianos para el Empoderamiento de la Comunidad (ACCE) y La Liga de Defensores de la Vivienda asegura que son muchas las familias latinas que han perdido sus casas luego de que los bancos las venden a inversionistas que buscan sacar lucro con las viviendas.

“Si sabes de alguien que enfrente una situación similar de embargo, que nos llamen a la Liga de Defensores de Casas, **ACCE al teléfono 877-881-0878**”, menciona.

También pueden visitar el sitio de Internet: www.homedefendersleague.org
(<http://www.homedefendersleague.org>)

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NEWS CORONAVIRUS **POLITICS** 2020 ELECTIONS ENTERTAINMENT LIFE PERSONAL VIDEO SHOPPING **Condition**

Peter Dreier, Contributor

E.P. Clapp Distinguished Professor of Politics, Occidental College

A Working Class Family Battles a 'Fix and Flip' Real Estate Tycoon

03/27/2016 06:36 pm ET | Updated Dec 06, 2017



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Facing eviction by Wedgewood Inc, Pablo Caamal and his family have launched a vigil in front of their Rialto, CA home, supported by friends and neighbors (Photo by *La Opinion*).

Speaking at a real estate conference last September in Florida, Greg Geiser, CEO of Wedgewood Inc., an investment company headquartered in Redondo Beach, California, claimed that his firm is the biggest “fix and flip” company in the country. He said the

company purchases about 250 foreclosed or about-to-be-foreclosed homes a month. Geiser told the audience that the “distressed market” is “hot and sexy” and “new and trendy.”

But for many families, Wedgewood’s business practices are the cause of much distress. One of them is the Caamal family in Rialto, California, a working class suburb near Los Angeles. Wedgewood is trying to evict Mercedes and Pablo Caamal from their modest house, where they have lived for ten years and in which they have invested their life savings to purchase and improve.

Faced with eviction notices, most Americans pack up their clothing, furniture, and other belongings and try to find another place to live, often doubling-up with another family or confront the harsh reality of homelessness.

But the Caamals are fighting back. They and their supporters have launched an around-the-clock vigil in front of the home, awaiting San Bernardino County Sheriff deputies to try to evict them, and pledging to stay in their home or face arrest.

“I’m not willing to walk away from a home I worked my whole life to buy,” explained Pablo Caamal, a 63-year old cook.

Headlines claim that the country is now “recovering” from the housing crash brought on by Wall Street banks’ risky and reckless practices, but millions of American homeowners are still facing foreclosure and eviction through no fault of their own.

Wedgewood’s business strategy is to prey on these families, buy the homes at deep discounts, and make a quick profit selling them on the market.

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Greg Geiser

Because Wedgewood is a privately-held company, it is not required to disclose its revenues or the compensation of its executives. But Geiser has obviously done quite well for himself in the “fix and flip” business. The 58-year old Geiser lives at 212 Morningside Drive in Manhattan Beach in a home valued at \$5.7 million, according to Zillow. David R. Wehrly, Wedgewood’s 54-year old Vice President and Chief Operating Officer, lives in a \$14 million home at 112 The Strand in Manhattan Beach.

The Caamals don’t live in such splendor, but they achieved their own version of the American Dream. They came to the United States from Mexico in the 1970s and are American citizens. Mercedes, 58, and Pablo have both worked at cooks in local restaurants. They purchased the house at 1805 North Willow Avenue in Rialto in 2006. They have five children who are pursuing successful lives. Their 19 year old daughter Daisy is a full-time college student in San Francisco who supports herself by working in a restaurant. Their 23 year old daughter Merari is also a college student who lives at home and works part time in a warehouse. Elizabeth, their 27 year old daughter, also lives at home and works in the same cafeteria, at Cal State-San Bernardino, as her parents. Their 32 year old son Moises and 35 year old daughter Christy are married and live with their respective families.

But in 2010, at the height of the economic crisis, the Caamals’

dream started to become a nightmare. Both Mercedes and Pablo were laid off from their jobs at cooks at a local private college cafeteria. They quickly found new jobs and, like many Americans struggling to make ends meet during the economic hard times, applied for a loan modification with Wells Fargo. The bank immediately granted a temporary modification.

The Caamals never missed a payment on their mortgage, but Wells Fargo nevertheless denied their request for a permanent modification and then began returning their payments.

This, too, is an experience that millions of Americans have faced, because Congress failed to require banks to participate in loan modifications (including a tool called “principal reduction”) as part of the 2010 Dodd-Frank bank reform law designed to prevent the kind of predatory lending practices that brought the country to the brink of economic collapse.

After Wells Fargo put the home up for sale at an auction, Wedgewood — which purchases and sells foreclosed properties around the country — bought the Caamals’ home last September for \$284,000. After the Caamals and their supporters held a protest at Wedgewood’s headquarters, the company reluctantly agreed to hold off on eviction long enough for the family to secure financing for a loan to repurchase the home.

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But Wedgewood reneged on its promise and demanded that the Caamals pay \$375,000 for the home they are still living in. The

Caamals say they are willing to pay that price — and have qualified for a mortgage to make the payments — but Wedgewood has refused their offer.

“Why is Wedgewood evicting us, when we’re offering to give them a \$100,000 profit on their investment?” Mercedes Caamal said. “I don’t understand why they won’t accept our money.”

On Thursday, with the help of the Alliance of Californians for Community Empowerment (ACCE), a community organizing group, the Caamals, along with the family, friends, neighbors and ACCE members pitched tents outside the house and launched an around-the-clock vigil to demand that the eviction be stopped. They say they won’t leave and are willing to risk arrest.

The Caamals and their supporters visited the San Bernardino County Sheriff’s headquarters, where representatives of Sheriff John McMahon accepted a letter requesting that the department refuse to carry out the unfair eviction. The Sheriff’s Department notified the family that starting after 6:00 am on Friday would arrive to evict them. But when Sheriff’s deputies came to the house twice on Friday, and saw local news media covering the vigil, the law enforcement officers did not try to evict the family.

The Caamals and ACCE are asking supporters to call Geiser at (310) 640-3070, or email him at greg@wedgewood-inc.com, to urge him to sell the home back to the family.

Geiser founded Wedgewood in 1985 and merged it with HMC Assets in 2014. Companies like Wedgewood are often called “bottom feeders.” They buy homes at short sales and foreclosure auctions and sell them at huge profits. Reflecting its business philosophy, the company has a huge Monopoly board on a wall at its headquarters at 2015 Manhattan Beach Boulevard in Redondo Beach.

A wall at Wedgewood's HQ in Redondo Beach, CA

The company website proudly explains how Geiser got into the business. After earning his master's degree from UCLA's Anderson School of Management in 1982, he purchased a Pasadena home, sight unseen, at a foreclosure auction.

"While still in the parking lot at the auction, Greg sold the house to a young couple who said it was their dream home, but they didn't have the cash for the auction," according to the website. Excited by the world of real estate speculation, Geiser started Wedgewood, which now has over 250 employees. The company claims to be "a leader in the field of distressed residential real estate, specializing in the acquisition, rehabilitation, and resale of single family homes."

Not surprisingly, Geiser and his company are staunch Republicans, since the GOP has fought hard in Washington, D.C. against laws requiring lenders to modify mortgages and stem the epidemic of foreclosures. In recent year, Wedgewood's employees have made over \$231,000 in political contributions, almost all of it to Republican candidates, the Republican Party, and Republican-oriented PACs.

Geiser, the company's CEO, has made \$93,000 in political donations, including contributions to Mitt Romney, John Boehner, Right to Rise (Jeb Bush's presidential PAC), and Americans for

Ethical Leadership, a Republican super PAC. Wehrly, the firm's COO, has given \$86,441 in contributions, spreading his donations among many candidates, including George W. Bush, Mitt Romney, and John Boehner and, in this year's president sweepstakes, to Jeb Bush, Carly Fiorina, and Marco Rubio. He also donated \$1,000 to the Tea Party PAC called Our Country Deserves Better.

Geiser and Wehrly are both on the board of Prager University, a conservative website founded by the talk show host Dennis Prager. Geiser is also on the board of directors of UCLA's Anderson School of Management and of the Oklahoma State University Foundation. Wehrly donated to the Heritage Foundation, a right-wing propaganda outfit.

In recent years, ACCE and other community groups around the country have been successful not only in getting banks to halt foreclosures but also at pressuring lenders to renegotiate mortgages. But their work would be much easier if Congress required lenders — who received billions of dollars in federal bail-outs and benefit from the government's policies to make credit available to lenders — to modify mortgages for families who were involuntarily hurt by the economic crash.

Homeowners facing foreclosure can contact ACCE organizer Peter Kuhns at (213) 272-1141 to join the movement against predatory banks and investment firms.

Peter Dreier is professor of politics and chair of the Urban & Environmental Policy Department at Occidental College. His most recent book is *The 100 Greatest Americans of the 20th Century: A Social Justice Hall of Fame* (Nation Books).

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Exhibit 4



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TRENDING: HUNTER BIDEN BIG TECH CENSORSHIP AMY CONEY BARRETT CHINA VIRUS DEMOCRAT CITY UNRE:

ACORN REBORN: ALLIANCE OF CALIFORNIANS FOR COMMUNITY EMPOWERMENT



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ACCE (Facebook)

by [HECTOR BARAJAS](#) 21 May 2016

On Friday, the Los Angeles County Superior Court heard a case brought by real estate investment firm, Wedgewood, against a couple who had lost their home in foreclosure — and who retaliated by staging a protest in front of the CEO's own house, in the middle of the night, with the help of a group called the Alliance of Californians for Community Empowerment (ACCE).

It is a rare case of a senior executive fighting back against the aggressive tactics used by radical left-wing groups like the now-defunct Association of Community Organizations for Reform Now (ACORN).

Plagued with charges of voter fraud, hundreds of secret bank accounts, embezzlement and corruption charges, ACORN supposedly disbanded in 2010. But Many former ACORN leaders reorganized as independent state and local chapters, now stronger than ever.

In California, ACORN Executive Director Amy Schur, became the Executive Director for ACCE. ACCE also took over the office space previously occupied by ACORN California, at 3655 So. Grand Avenue, Suite 250, Los Angeles, CA 90007 — they just updated their business cards and changed the name on the door.

Millions of dollars currently pour into ACCE each year from corporations, foundations, millionaires and hedge-fund managers, the very same people they denounce on their website, whom they claim need to be held “accountable.”

With all this money, ACCE trains community organizers and runs petition drives, marches, protests, sit-ins, anti-gentrification teach-ins, and much more.

ACCE's website highlights the group's involvement in the minimum wage issue, increasing taxes, voter registration programs, the early releases of criminals, and an extensive campaign operation in which they recruit campaign managers, field canvassers and turn out the vote for their preferred causes.

Their current crusade deals with housing. Not in an effort to make housing more affordable, but to add restrictions on lending institutions and the federal government regarding sales of their distressed loans.

ACCE has joined forces with other liberal activists in an effort to discredit HUD Secretary Julian Castro from becoming Hillary Clinton's vice presidential pick. They have emailed petitions to several million people attacking Castro over his handling of federally distressed mortgages. The group also launched an anti-Castro website: DontSellOurHomesToWallStreet.org.

Under the same housing banner, this past week, ACCE held a California Capitol Lobby Day, where the leadership and members urged lawmakers to take action against the California Realtors and Apartment Association, whom ACCE describes as “the corporate interest behind our housing crisis and driving the cost of living, housing costs and growing inequality in CA.”

California has some of the strongest housing protection laws in the nation. The timeframe from delinquency to the time a property may be sold at auction takes more than three years to complete.

As *Forbes* notes:

In the average default, homeowners have missed their mortgage payments for an average of 18 months before the bank started the foreclosure process.

The average time to complete a foreclosure once it starts in California is now 429 days.

Bank-owned properties sold in the first quarter of 2014 took an average of 220 days to sell after they completed the foreclosure process. That's actually down from 247 days in the fourth quarter of 2013, but it's still 28 percent higher than the average of 172 days in the first quarter of 2013.

That now puts the entire distressed property disposition process at an average of 1,213 days from delinquency to REO sale — well over three years.

Yet ACCE wants to increase the foreclosure barriers, and eliminate the eviction process. That would put owners of rental properties at real risk. After more than a year without income from a property, landlords may themselves be forced to default. With high commercial property loan exposure, financial institutions would be forced to avoid new loans, stifling the economy and reducing construction jobs for homebuilders.

Combined, that means fewer rental properties are available over time, and rents are higher for everyone, hurting most the low-income groups ACCE claims it wishes to help.

Just follow the donor money and you will see that the bank sit-ins, protests at a CEO's home or rallies in front of apartment buildings are not spontaneous, but rather orchestrated by a group of professional organizers who seek media exposure and fundraising opportunities.

Hector Barajas is an on-air analyst for Univision and partner at Revolvis Consulting Inc.

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Exhibit 5

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Amazon donates robotics kits to Rialto High, MESA program to expand



COURTESY PHOTO/USO

Amazon donated \$10,000 worth of robotics kits to Rialto High School's MESA program. The donation will help expand the school's program.

By Yazmin Alvarez

Robots will takeover Rialto High School's Mechanics, Engineering and Science Achievement

Academy thanks to generous donation from Amazon.

The online retailer gifted \$10,000 worth of robotics learning kits to Rialto High's MESA program. The academy prepares

students for careers in science, technology, engineering and math-related industries.

The donation of the 20 kits pro-

MESA, cont. on next pg.

Rialto family fights eviction; says realtor's actions unjust

By Anthony Victoria

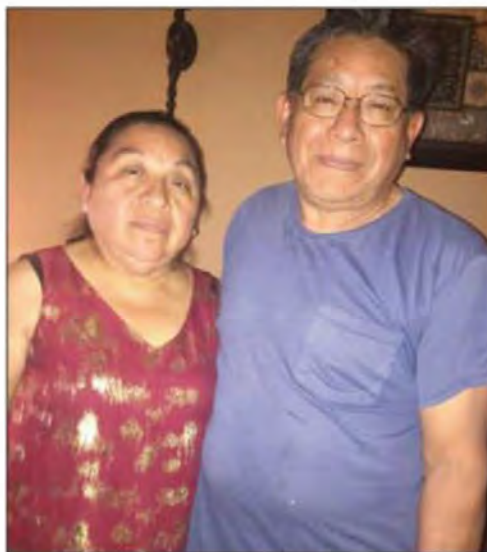
A Rialto family claims they were wrongfully evicted from their home on March 30, after unsuccessfully trying to modify their mortgage and purchase it back.

Mercedes and Pablo Caamal and their supporters, the Alliance of Californians for Community Empowerment (ACCE), are currently entangled in a legal battle with the property's new owner Wedgewood Inc.

"We have to continue the fight," said Mr. Caamal. "I spent many days working, only to live in a garage with my wife and children. It's not fair."

According to Los Angeles Superior Court documents, Wedgewood Chief Executive Officer Greg Geyser and his attorney Christopher Lilly asked the court to apply a preliminary injunction and temporary restraining order against the Camaals and ACCE for causing

Eviction cont. from front



IECN PHOTO/ANTHONY VICTORIA

Mercedes and Pablo Caamal.

Memorial Day Tribute at Rialto Park Cemetery



Rialto will host its 2016 Memorial Day Tribute at the Rialto Park Cemetery, 200 N. Willow, May 30.

The event is planned from 10 a.m. to 1 p.m. in honor of the men and women who served in the armed forces.

To learn more about the event call Rialto City Clerk's Office at 909- 820-2519.

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COURTESY PHOTO/RIALTO HIGH SCHOOL

Amazon donated \$10,000 worth of robotics kits to Rialto High School's MESA program. The donation will help expand the school's program.

MESA, cont. from front

provides the resources for an entire new class to be formed for the program, officials said. The robotics kits will allow students to build and program robots that perform a variety of tasks and functions, those similar to what

Amazon will be using in its new facility. The April 26 donation also came with the announcement that the online retailer will open a new fulfillment center in San Bernardino at 555 East Orange Road. This makes the third Amazon facility in the city.

The new San Bernardino fulfillment center in San Bernardino will be one of 15 robotics buildings across the U.S. and will house Amazon's cutting-edge robotics technology. The robotics will help with inventory and fill customer orders faster. Amazon officials said in a news release.



COURTESY PHOTO/RIALTO HIGH SCHOOL

Rialto High School's MESA program will be able to expand its class size after Amazon gifted \$10,000 worth of robotics kits to the program.



IECN PHOTO/ANTHONY VICTORIA

Wedgewood purchased the Caamals' former home, located at 1805 N. Willow Avenue, in a foreclosure auction in September of 2015. They are currently entangled in a legal battle with the family.

Eviction cont. from front

general, economic, and emotional distress. This came eight days after the two parties organized a protest outside Geyser's Manhattan Beach home on the evening of March 30.

The Caamals said they visited Geyser's residence after Wedgewood representatives failed to negotiate with them, despite providing information on a pre-qualification of a mortgage loan, and after being removed from their former home by San Bernardino County Sheriff's deputies.

"We tried to speak to [Greg] to see what was going on, but he refused to come out," Pablo Caamal commented. "We were calm, and the police allowed us to continue to protest. Their attorney [Lilly] who had shoved us out of their office months before, was the one being problematic."

Wedgewood disagrees, arguing that the Caamals and ACCE were the ones who harassed the company's general counsel during protests at their office last December and at Geyser during the action on March 30.

"There's one thing to go out there and protest a wrong, but there's something else when you do it at someone's house," Wedgewood spokesperson Hector Barajas explained. "Wedgewood gave them 3 months (90 days) to make an offer and buy the property. Three months came and went. They didn't make an offer at all."

"I know the Caamals and the organization they partnered up with (ACCE) would like to portray Wedgewood in the most negative light. But they have to remember that without companies like Wedgewood, many of our communities would still have those boarded up homes, unkept lawns and the negative impact would be felt by the community."

The court case is one of several that have been disputed between Wedgewood and the Caamals over the real estate property located at 1805 N. Willow Avenue. The Caamals purchased the property back in 2006.

After losing their jobs in 2010, Pablo and Mercedes Caamal were able to quickly obtain employment and receive a loan modification from Wells Fargo Bank. According to Mercedes, they were

making payments of approximately \$1,000.

The Caamals explained that they were denied a permanent modification on their property by Wells Fargo back in 2012, and were returned their previous payments.

"We tried to appeal the decision, but it was a game for them," Mercedes proclaimed. "They never really tried to grant us a modification."

Documents from the San Bernardino County Assessor-Recorder-County Clerk's office confirm that the property's debt had accumulated to over \$69,000 by May 2013. Wells Fargo said they tried to work with the Caamals for several years in an effort to find an option that would allow them to stay in their home, but were unsuccessful and were forced to move to a foreclosure sale last fall.

"The Caamals turned down financial relocation assistance [September 2015] we offered to help them make a transition to other living arrangements after a third party acquired the property at foreclosure," Wells Fargo replied in a written statement. "We view foreclosure as a measure of last resort, but unfortunately, in some cases it cannot be avoided."

Barajas said after Wedgewood's purchase of the property, they also attempted to offer the Caamals financial assistance for relocation but they refused. He explained the family chose to take legal action against the company through a "trial by jury"—an eviction case he said unanimously went in favor of Wedgewood.

ACCE Los Angeles Director Peter Kuhns believes his group's actions did not inflict any emotional distress or harm to Geyser, and is urging him to reconsider reselling the property to the Caamals.

"It's absolutely ridiculous that this CEO feels threatened by this peaceful protest, when in fact the people being harmed are Mercedes and Pablo," Kuhns posited. "We just want him to have a heart...They should be able to work with people like this."

The next hearing in the case, Wedgewood, et al.-v-ACCE, et al., will be taking place on May 11 at the Stanley Mosk Courthouse in Downtown Los Angeles.

Gloria's Corner



Gloria Macias Harrison

Novel to Opera:

The National Hispanic Cultural Center in Albuquerque, New Mexico has announced it is collaborating with Opera Southwest to commission an opera based on Rudolfo Anaya's famed novel "Bless Me, Ultima". This novel is one of the most read and recognizable works of Mexican-American literature, which is given credit by some scholars for sparking the Chicano Literature movement of the late 1960s. It is the story of a New Mexico boy and a traditional healer. It will be written by California based composer Hector Arrianda and is slated for completion in 2018.

New Consul:

Enrique Pena Nieto, President of Mexico on May 2 announced the appointment of Enrique Salomon

Rosas Ramirez as the Consul of Mexico in San Bernardino. Rosas Ramirez is a graduate of Universidad Iberoamericana Law School and has held various positions of increasing responsibility in public administration. The Consulate of Mexico in San Bernardino is located at 293 North D Street and provides services to the Mexican Community abroad in this region.

Exhibits:

Now - May 14 - the Robert and Frances Fullerton Museum of Art of Cal State San Bernardino presents *Time + Place: 47 Years of Art Faculty at CSUSB*. In celebration of CSUSB's 50th Anniversary, this exhibit will feature the artwork of more than 30 past and current faculty members of the CSUSB, Department of Art, spanning 47 years of teaching and creating. For gallery hours and parking information call 909.537.7373 or visit BAEFMA.csusb.edu.

Now - Sunday June 5 - the Ontario Museum of History & Art presents *Ontario Invitational Art Exhibition* at 225 South Euclid Ave., Ontario. This free admission event will feature the work of Andrea Benitez, Karen Clark, Chick Curtis, Marion Draayer, Linda Garcia-Dahle, Gina Lawson Egan, Steven Long and David Rosales. Gallery hours are noon to 4 p.m. Thursday thru Sunday. For information call 909.395.2510.

Friday, May 5 - June 10 - the Mexican Consul Salomon Rosas Rodriguez presents *De Colores*, an exhibit by Mexican Artist Anna Zehnder at the consulate office, 293 North D Street, San Bernardino. For information call

909.889.7846

Save the Date:

Saturday, May 14 - the San Bernardino Public Library will host "A One-Man Archy & Mehitabel Show!" by actor Gale McNeeley at 3 p.m. This free performance will be held in the Bing Wong Auditorium at the Feldheim Central Library, 555 W. 6th Street. McNeeley's wry one-man show serves as both an introduction for newcomers to the wit of the satirist Don Marquis who created these characters 100 years ago and a celebration for old fans. The characters of Archy, a cockroach with the soul of a poet, and Mehitabel, an alley cat with a celebrated past have been beloved by generations of readers and are part of the American pop culture. For information on this program sponsored by the Friends of the San Bernardino Library, call 909.381.8238 or visit www.sbp1.org

Saturday, May 14 - the San Bernardino County Museum Association presents its *First Annual "Bucky Ball"* at the Museum, 2024 Orange Tree Lane, Redlands from 6 to 10 p.m. This Black Tie optional event will feature a wine pairing dinner, live auction and jazz. Proceeds benefit the Museum's education programs. For ticket information call 909.798.8625.

Saturday's May 14 - Feeding America Riverside - San Bernardino present *"March Against Hunger Walk/Run"* from 8:00 to 10:30 a.m. at the San Manuel Stadium in San Bernardino. Entertainment and activities will continue until noon. For information call 951.359.4754 or visit FeedingAmericaE.org

Saturday, May 14 - Friends of the San Bernardino Public Library present Used Book Sale at the Feldheim Central Library, 555 W. 6th Street. Friends may purchase from 9 a.m. to noon, the public is invited from noon to 4 p.m. For information on how to become a

Friend of the Library call 909.381.8251 or visit sbpl.org

Sunday, May 15 - the American Legion Post 777 invites the community to a bus trip "Come Along and Ride on our Fantastic Voyage" to Hornblower's Champagne Brunch Cruise from Newport Beach. Proceeds from this fundraiser will sponsor two Cajon High students to the American Legion's Boys State Program. The bus leaves from the Post's center, 194 East 40th Street (corner of Sepulveda) at 8:30 a.m. and returns approximately at 3 p.m. Featured is a two and half hour cruise, which includes a delicious brunch. For sign up and deposit information call or text Vice Commander Celeste Williams at 909.890.6959 or contact the Post at 909.882.3110 due to limited seating an early sign up is recommended.

Sunday, May 15 - Friends of the University of California Botanic Gardens present *Primavera In The Gardens* from 2 p.m. to 5 p.m. at the Botanic Gardens on campus. This afternoon event allows participants to stroll through Alder Canyon, enjoy drinks and appetizers from local vintners, brewers & eateries while enjoying live music. For ticket information call 951.784.6962 or visit www.gardens.ucr.edu

Thursday, May 19 - the City of San Bernardino presents *Art Walk Night*, an evening of student art and music performances in downtown from 5 p.m. to 8 p.m. Exhibitors, activities, performances and food will occur in different venues within the downtown area and easily accessible for all to enjoy. Featured will be California State University San Bernardino, San Bernardino City Unified School District, San Bernardino Valley College, Chalk Art Activity, Food Trucks and Music Performances. For information visit www.SBCity.org/SBArtNight

Monday, May 23 - last day to register to vote in the June 7, 2016 pri-

mary!

For information on the June primary on June 7, 2016 visit these web sites:

www.easylvoterguide.org - this guide is available to download in five languages.

www.votersedge.org/ca - voter is able to look up personal ballot and polling place.

www.sos.ca.gov/elections - this site provides In-depth Voter information Guide in different languages.

These sites are made available through a collaboration of the League of Women Voters of California Education Fund and the California State Library.

Friday, May 27 - Providing Opportunities, Dreams, and Education (PODER) at the University of California, Riverside presents its 7th annual fundraising event, "Keeping Dreams Alive": Investing in the Dream Banquet at the Highlander Union Building Banquet Room from 6 to 9 p.m. PODER is a student organization dedicated to disseminating information, developing resources and providing a support network for undocumented students who are pursuing higher education. For ticket and sponsorship information contact Estrella Acuna at estrella.acuna@ucr.edu

Monday, May 30 - Memorial Day

Favorite Quote:

"Democracy cannot succeed unless those who express their choices are prepared to choose wisely. The real safeguard of democracy, therefore is education."

-Franklin D. Roosevelt

To submit an event or info to Gloria's Corner please email gloharrison@me.com

Words to Think About: The importance of Respect



By G. W. Abersold Ph.D.

Respect is a value that everyone should strive for. Of course, self-respect is essential for optimal living. Respect for others is close behind.

But, what really is it. Webster and Google agree on its definition. They both refer to it as "having regard," to esteem, to honor. In many respects, it is a religious

word. In the Book of Genesis, chapter four and verse four, says that God had RESPECT for Abel and his offering.

Most readers of the Bible focus attention on the conflict between Abel and his brother Cain. Cain murders Abel. The reason given is basically that Cain is envious of his brother's offering.

Consider, however, the sequence of the objects of God's respect. First is Abel and then his offering. God has respect for the man.

God also disrespects Cain's attitude. It seems their behavior is the reason for God's respect and His absence of it.

Actions speak louder than words when it comes to sharing respect or being the recipients. Respect can be both given and/or received.

In many ways it is an earned value. Respect for skills and achievements. Like the actions of Pope Francis I or Warren Buffett. Jordan Spieth, Bill Gates, the Manning brothers.

But in another way respect is an automatic response that is a part of human responses. Unless one's

behavior warrants otherwise.

A friend of mine has a habit of greeting everyone he meets with a "hello." It is a sign of respect, regardless if the person is known by him or a stranger. I've tried it and seldom is the greeting ignored.

The list of persons that we automatically respect are: teachers, doctors, the elderly, the handicapped, the homeless. Also strangers from other countries, those looking for directions and anyone walking a dog. The list seems endless.

Disrespect is shown in various ways. A retired military officer told me that new recruits are often referred to by their last names. It changes by their rank, which symbolizes respect.

Some years ago, a college Professor challenged me because of my tardiness, by saying, "It is a sign of disrespect to be late." Ever since, I try to show my respect by being early for meetings or appointments-including church services and luncheon appointments.

Professionals that are habitually late for scheduled appointments-

in my opinion-are not being respectful.

Of course there are emergencies. But all the time? No way. This includes Doctors, Lawyers, Dentists, Ministers, Therapists, Salesmen, Service Sales-insurance, travel, taxes, etc.

It must be acknowledged that "respect" is a goal and not a certainty. Mistakes can be made. Errors in judgement can be done. Behaviors can be erratic. After all, all of us are human. Any of these failures can erode our standard of respect.

There are basic words that lead to the loss of self-respect and the diminishing of respect from others or to others. They are ARROGANCE and IGNORANCE. Either one can erode the power of respect.

Sometime ago I read a very interesting and appropriate prayer. Its fulfillment can enable lost respect to be recovered. Always understanding that the answer to our prayers is self-fulfilling. I preface the prayer with a line from the Alcoholics Anonymous Prayer, "O

God, grant me the serenity to accept the things I cannot change."

This is the prayer, "God, may all known and unknown Negative Images, Unhealthy Beliefs, and Destructive Cellular Memories be minimized or destroyed. Amen."

Negative images refer to expressions of anger, hatred, envy, cantankerousness, sarcasm, criticisms. The unhealthy beliefs refer to: pessimism, doubts, vindictiveness, revenge, giving up, hopelessness, etc.

The third prayer is the most subtle and elusive. Scientists are of the belief that memories are stored in our cells, including those in the brain. It refers to the destructive or negative memories that we have. The past is always with us. With God's help and our own determination we can minimize them controlling the present and the future.

Respect for ourselves will return and hopefully respect from others. It is always earned.

Amen. Selah. So be it.

OPINION & LETTERS

Views expressed in Opinion & Letters do not necessarily reflect the views of IECN



By Yazmin Alvarez

Talking about suicide — be the one to help

After a recent string of four teen suicides in Redlands, school district officials, community leaders and agencies partnered to bring awareness of the tragic events and help the community understand that it's OK to talk about suicide and wanting to help.

As a way to bring all local available resources together, Redlands Unified School District held a Suicide Awareness Community Event May 7 at Citrus Valley High School.

More than 400 students, parents, educators and community members showed.

The hope was that those in attendance walked away with a sense of recognizing the signs of depression, mental illness and suicide.

Suicide Awareness Voices of Education, the founding organization of the National Council for Suicide Prevention, offers information on symptoms, signs and ways to help those in crisis.

The hope was that those in attendance walked away with a sense of recognizing the signs of depression, mental illness and suicide.

Suicide Awareness Voices of Education, the founding organization of the National Council for Suicide Prevention, offers information on symptoms, signs and ways to help those in crisis.

When does my son or daughter need help?

There is no single cause of mental health problems, but some contributing factors in-

clude loss, grief, discrimination, bullying or alienation from school, violence, abuse, or family difficulties like divorce or separation.

Warning Signs of Suicide

*Talking, reading or writing about suicide or death

*Talking about feeling worthless or helpless

*Saying things like: "I'm going to kill myself," "I wish I were dead," or "I shouldn't have been born."

*Visiting or calling people to say goodbye

*Organizing or cleaning bedroom "for the last time"

*Self-destructive behavior like self-cutting

Depression - What to Look For:

*Feeling sad, empty, or numb sleeping a lot or having trouble sleeping

*Feeling tired all the time; repeatedly falling asleep in class

*Feeling hopeless, helpless, worthless or guilty

*Feeling angry or moody, crying easily, chronic worrying or experiencing panic attacks

*Avoiding friends; feeling alone even when with friends

*Difficulty concentrating, doing schoolwork, remembering things, or making decisions

*Eating disturbances, like eating more or less than usual, or throwing up

*Alcohol or drug use to escape or mask feelings

For more information and additional resources, visit the SAVE website at www.save.org or call 952-946-7998

If you or anyone you know is in crisis, call the National Suicide Prevention Lifeline at 800-273-8255

YOUR COMMUNITY COMMENTARY!
All letters must be signed. Please include your name, address & phone number for verification purposes only. Anonymous letters will not be printed.

A Special Thanks to an Unknown Woman

On March 30, 2016, nine gentlemen from the W6VAH amateur radio club and American Legion Post 106 met for lunch at Applebee's on Redlands Blvd. While there is nothing particularly special about a group gathering for lunch, what took place March 30 is the kind of thing that restores faith in humanity and truly touched the hearts of our group.

Members of the W6VAH club and American Legion Post 106 are proud of their country and proud of their past. As veterans serving in the Korean and Viet Nam wars these men are close friends who make it a point to continue serving their country and supporting fellow veterans through the actions of their daily lives. Every Monday-Friday they

meet to conduct an amateur radio "net" reaching out to operators around the world; often times communicating with other veterans. Every Wednesday following their net they meet at a different location for lunch.

This past Wednesday as they dined at Applebee's they received an incredible and very unexpected surprise when the waitress informed them that an anonymous woman had paid their entire check! Rather than bringing a bill to be paid, the waitress brought the paid slip to the table with a hand written note that read, "Thank you for your service! Have a blessed day!" Bert, The Last U.S. Navy Bugler, is still reeling from this awesome act of kindness, and another member has not stopped sharing

how touched he is by this random act of kindness.

Other than the hats they wear representing the branches of military served, there is nothing of note drawing attention to this group. We certainly never expected anything like this to happen and it has never happened before, but wow, this touches our hearts and we need to say thanks!

Neither the waitress or restaurant manager have seen the mystery woman, perhaps in her mid 20's, before. You know who you are and we hope you see this so you will know how incredibly grateful we are for your generosity and thoughts!

Our sincere thanks to you!

Keith Kasin

Schools should get with the times on gender issues

Schools need to discard the traditional gender roles and focus attention on changing views of students who identify as part of the LGBT community. It is 2016, and people have become more open-minded and accepting. It's time for schools to get on the same page and end the antiquated norms.

Prom should have same-sex royalty. It's based on voting, but girls should be allowed to run under the "king" title and vice versa. This is not reverse discrimination toward people who want to run under their gender titles. Rather, it stops oppressing those of the LGBT community who don't.

Schools need to allow their students to feel accepted rather than feeling that their sexual orientations and identities do not fit with the traditional values that schools continue to uphold.

Andrea Diaz, Montclair

It's a fair election

Schools should be allowed to fulfill the roles they choose or there will be trouble like in Palo Cedro. The two students voted most popular — two boys or two girls — should be allowed to be prom king and queen.

and it only brings more love and acceptance to the world. Limiting to only one boy and one girl seems oppressive.

While it is nice to keep traditional gender roles, society is changing. I think schools should allow different gender roles be-

sides traditional roles (like a boy and girl for prom king and queen). There is nothing wrong with that. It only promotes love and acceptance.

Guillermo Gonzales, Ontario

The minority rules now

Stick to the traditional standards. We have allowed the tail to wag the dog. Because of compassion, tolerance, love or fear, we have allowed minority thinking to

control politics and law. As a result, we are legally requiring that same-sex marriage, abortions, union control of private businesses (the federal government wants private businesses to promote union rights) and other issues to be accepted by the rest of society.

Our university system, which once was a house of learning, is now a house of progressivism (propaganda), pumping out

lawyers at an alarming rate who gravitate to colleges, unions, the media and the entire political realm, where control of thought and action can be implemented at all levels of society. We now sue if we get our feelings hurt. Meanwhile, murderers are allowed to go free in some cases.

Robert Sharp, Arleta

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(909) 381-9898 • FAX 384-0406
Mailing Address: P.O. Box 110, Colton, CA 92324 • Office Location: 1509 Commodore Court, San Bernardino, CA

Letters are printed in the order they are received and are subject to editing for clarity.
Deadline is Tuesdays at noon. Readers may also submit their perspectives online at iecn1@mac.com • For advertising inquiries email sales@iecn.com

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Why Education Needs to Be Our Nation's New Priority



By Rick Najera

Years ago I was accepted to University of Southern California. None of

my family had ever graduated from college. My dad was a sheet metal worker and my mom was a waitress. We looked and looked for financial aid but none came. One night, I saw my father, a proud man and war veteran, do something I had never seen him do. He begged. He begged for financial aid for me. He wrote a letter detailing our poverty with tax returns to prove it. He had served this country in World War II and later in Vietnam. We simply could not afford college. I never did go to U.S.C.

That's not to say I have not done well in my career. I have spoken at Harvard and Stanford and many other colleges and universities. But I remember thinking back then that education was

only for the rich. Luckily, Bernie Sanders does not. Imagine if everyone had a chance for a degree in higher education. It would not be a financial burden for this country and taxpayers, it would be a huge financial gain. That's what Senator Sanders believes. A person with a college degree earns more money over their lifetime than a person without one.

That person will earn more taxable income in the long run. In fact, free college education would be creating more wealth and opportunity, especially for Latinos. The highest group in community college, more than 46 percent, are Latinos. Also of the 55 million Latinos in America, one third is under 18 years of age. How well Latinos are educated

versus incarcerated will decide our future. Bernie Sanders is asking for free higher education and for some people, this may seem like "pie in the sky." Some may ask where we would get these funds for free colleges. Bernie's plan is simple. We would earn it from taxing Wall Street's speculative transactions. Imagine taxing Wall Street instead of bailing it out.

Free college education? Bernie Sanders, some might argue, is not being practical. He's not following the norm. But no new idea is ever seen as practical at first. But every great leader asks us to dream big from Martin Luther King, Jr. to John F. Kennedy to Cesar Chavez. Sure, it's a dream now but it's only a dream till we

achieve it. Then it's a reality. Maybe some of our priorities might have to change. Maybe as a nation we might have to go to a few less wars, build a few less prisons and try building a few more colleges. But that dream of free education is worth fighting for. Keep dreaming big, Bernie. Keep fighting for me and millions of young Latinos who are standing beside you. Together our dreams can become a reality.

Rick Najera's play Latino- logues was the first successful all Latino written, directed, and starring play on Broadway.

Por que la educaciyn debe ser la nueva prioridad para nuestra naciyn

Por Rick Najera

Hace años me aceptaron en la Universidad del Sur de California (USC). Nadie de mi familia se había titulado antes. Mi papá trabajaba con hoja de metal y mi mamá era mesera. Buscaba ayuda financiera por todos lados, pero esta nunca llegó. Una noche, vi a mi padre, un hombre orgulloso y un veterano de guerra, hacer algo que nunca lo había visto hacer antes. Rogó. Rogó que se me concediera ayuda financiera. Escribió una carta que detallaba nuestra pobreza e incluyó las declaraciones fiscales para comprobarla. Había luchado por este país en la Segunda Guerra Mundial y más tarde en

Vietnam. Simplemente no hubo dinero para la universidad. Nunca asistí a USC.

Esto no quiere decir que me fue mal en mi trayectoria profesional. Me he presentado en Harvard y Stanford y muchas otras escuelas y universidades. Pero recuerdo haber pensado en aquel entonces que la educación era solamente para los ricos. Afortunadamente, Bernie Sanders no piensa así. Imaginen que todos tuvieran la oportunidad de estudiar una carrera universitaria. No sería una carga financiera para este país ni para los contribuyentes fiscales; sería una gran ganancia financiera. Así lo cree el Senador Sanders. Una persona con una licenciatura gana más dinero a lo largo de su vida que una persona que no la tiene.

Esta persona ganará más ingresos tributables a la larga. Es más, una educación universitaria gratuita crearía más riqueza y más oportunidades, sobre todo para los latinos. El grupo más grande en los colegios comunitarios, más del 46%, está compuesto de latinos. Además, de los 55 millones de latinos en Estados Unidos, la tercera parte es menor a 18 años. La buena educación de los latinos como contrapeso a la cárcel decidirá nuestro futuro. Bernie Sanders pide educación superior gratuita para algunos; esto podría parecer inalcanzable. Algunos podrían preguntarse de dónde saldría el dinero para universidades gratuitas. El plan de Bernie es simple. Lo ganaríamos de las operaciones especulativas en la bolsa de valores de Wall Street.

Imaginen gravar a Wall Street en vez de rescatarlo.

¿Estudios universitarios gratuitos? Algunos podrían argumentar que Bernie Sanders no es práctico. No hace caso a lo que siempre se hace. Al principio ninguna idea nueva parece práctica. Pero todo gran líder nos pide tener sueños grandes, desde Martin Luther King, Jr. hasta John F. Kennedy y César Chávez. Claro, por ahora es un sueño, pero solo es un sueño hasta que se logre. Para entonces será una realidad. Tal vez tengan que cambiar algunas de nuestras prioridades. Tal vez como nación tengamos que ir

a menos guerras, construir menos cárceles e intentar construir más universidades. Pero vale la pena luchar por el sueño de estudios universitarios gratuitos. Siga soñando en grande, Bernie. Siga luchando por mí y por millones de jóvenes latinos que lo apoyan. Juntos nuestros sueños pueden convertirse en realidad.

La obra de teatro de Rick Najera, Latino- logues, fue la primera obra exitosa en Broadway escrita, dirigida y protagonizada exclusivamente por latinos.

APOYEMOS EL PLAN DE BERNIE SANDERS: Educación superior gratuita en todas las universidades públicas

- El plan ayudará a que 600 mil alumnos latinos que llegan a la edad universitaria entren a la escuela superior en 2017.
- Su plan disminuye las altas tasas de interés que se cobran a los préstamos para estudios ya vigentes.
- Su programa recibiría fondos de un nuevo impuesto para los multimillonarios que especulan en la bolsa de valores.

"Respaldo el plan de Bernie para tener universidades públicas 100% GRATUITAS. Su plan abre las puertas que desde hace mucho están cerradas para los alumnos de las clases trabajadora y media que no pueden asistir a la universidad por cuestiones económicas. Esta política ayudará a millones. ¡Favor de votar por Bernie por el bien de todos nosotros!"



SU VOTO ES SU VOZ

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Indlan Springs	CSUSB 5500 University Parkwav, San Bernardino, CA 92407	4-Jun-16	9:00AM
Middle College	SBVC 701 S MT Vernon Ave, San Bernardino, CA 92410	25-May-16	6:00 PM
Pacific	CSUSB 5500 University Parkwav, San Bernardino, CA 92407	4-Jun-16	1:00 PM
San Andreas	280 S E St, San Bernardino, CA 92401	31-May-16	6:00 PM
San Bernardino	1850 N. E St, San Bernardino, CA 92405	2-Jun-16	6:00 PM
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Sierra	562 W 4th St, San Bernardino, CA 92401	1-Jun-16	6:00 PM
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Colton	777 W. Valley Blvd., Colton, CA 92324	7-Jun-16	6:00 PM
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Carter	4000 Ontario Center, Ontario, CA 91764	4-Jun-16	12:00 PM
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Citrus Valley	25 Grants St, Redlands, CA 92373	10-Jun-16	6:30PM
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Teen suicides prompt action, awareness in Redlands and outreach to groups



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IECN PHOTO/YAZMIN ALVAREZ

A Redlands Unified school resource officer speaks with students during a suicide awareness resource fair May 7 at Citrus Valley High School in Redlands.

More than a dozen community groups and agencies provided information about suicide awareness and ways to help those in need at a May 7 community resource fair at Citrus Valley High School in Redlands.

By Yazmin Alvarez

A string of teen suicides prompted Redlands Unified School District officials and local groups to hold a suicide awareness event, shedding light on the subject that it's "OK to talk about it."

Hundreds gathered at Citrus Valley High School in Redlands May 7 after four teens committed suicide in the span of about 10 days. The deaths were unrelated, said Lori Rhodes, Redlands Unified superintendent.

The events that have happened in the community and in the greater Redlands area and Inland Empire are not necessarily different than what is happening across the country, Rhodes explained.

"But it's important that we take the time as a community and talk about it because there are warning signs, preventative measures and things that we can be doing as best friends, colleagues and community members to offer help."

The Center for Disease Control reports suicide rates rose 24 percent in the U.S. between 1999 and

2014, with young girls and middle-aged men accounting for the largest increases.

Because of the recent events and alarming rise in rates, officials felt it was vital for the groups to come together at the event and offer resources in order for the community

to understand the importance of offering help.

As part of the resource fair, Dr. Daniel Reidenberg, executive director of Suicide Awareness Voices Education, moderated community and student panel discussions and highlighted warning signs of suicide and depression, along with mental illness and suicide prevention tips.

More than a dozen community groups and agencies including

Redlands Police Department Community Response Team, Inland Valley Recovery Services and Restoration Counseling were in attendance to offer reading materials and contacts to crisis hotlines to those in attendance.

To learn more about suicide prevention, depression or additional resources available, visit www.SAVF.org or call 888-511-7283.



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Colton businessman Tony Myrell appointed to national board



Courtesy Photo

Tony Myrell, President and CEO of Premier Medical Transportation in Colton, was recently appointed to the National Association of Workforce Boards. Myrell has been an active member of the San Bernardino County Workforce Development Board for the past seven years, and will represent the county's workforce issues at the national level.

By MJ Duncan

Tony Myrell, President and CEO of Premier Medical Transportation in Colton, was recently appointed to the National Association of Workforce Boards, and will occupy one of 25 seats that represent the 550 workforce development boards nationwide. Myrell has been an active member of the San Bernardino County

Workforce Development Board for seven years, and is in his third year as Chair.

"I'm very honored by this nomination, and I didn't realize I made such an impact on the national level," Myrell said. "I'm proud to represent San Bernardino County and will do so to the best of my ability."

The National Association of Workforce Boards selects informed and influential local Workforce Development Board

members from the top performing regions around the country as board members. These board members work closely with legislators to influence national policy to support the work of local boards and their partners in education, business, economic development and labor.

"With strong understanding of workforce development issues and the vision of a successful entrepreneur, Tony Myrell brings crucial insight to both the local and national boards," said Sandy Harmsen, Executive Director of the San Bernardino County Workforce Development Board. "His dedication and leadership have created success in San Bernardino County and his expertise will be of great value to the national effort."

This appointment provides the opportunity for Myrell to effect national workforce policy and continue to lead the national discussion with the voice of San Bernardino County and its many innovations and successes. This also allows the best practices that have been developed in San Bernardino County to be shared further on the national stage. The perspective of a small business owner also gives voice to a large category of U.S. businesses.

"Tony Myrell has done a superb job as the 5th District appointee on San Bernardino County's Workforce Development Board. He has been a true champion for our community, striving to ensure our workforce has the tools, education and partnerships needed to succeed," said San Bernardino County Fifth District Supervisor Josie Gonzales. "I was thrilled to hear of his appointment to the national association. As he has done here in San Bernardino County, I know he will diligently serve with passion and kindness."



Courtesy Photo

San Bernardino Community College Trustee Gloria Harrison spent time discussing community college issues with Lt. Governor Gavin Newsom during the Community Action Fund of Planned Parenthood of Orange and San Bernardino Counties 25th Anniversary Celebration.



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Ron Lott, Ken Hubbs featured in professional-style events on same day, just miles apart



Photo/Harvey Kahn

Pro Football Hall of Fame member Ron Lott (Left) pictured at his Eisenhower HS alma mater with his father, Roy (Right) and family. Lott presented Hometown Hall of Fame plaque for permanent display at Ike.

By Harvey M. Kahn

Last Monday, within the 12-miles from Rialto to Colton occurred two of the biggest high school sport award events on the West Coast. At Rialto's Eisenhower High School its 1977 alumnus Ron Lott appeared on campus to present the "Hometown Hall of Famer" plaque. Lott was inducted into the National Football League Hall of Fame in 2000. His alma mater is just one of 98 high schools in America thus far to be honored as a Hometown Hall of Fame school.

A few hours later at nearby Colton High School, the 52nd Annual Ken Hubbs Award Banquet was held, where 50 athletes were honored as Hubbs winners from their school. This year's overall winners were Kayla Washington from Cajon HS and Alexander Mattison of San Bernardino HS. One boy and one girl senior athlete is picked from 25 high schools in the greater Colton region. Mattison, a stand-out football player is the sixth student from SBHS to win the Hubbs Award. Washington, a championship basketball player is the fourth student from Cajon

to win the award and its first girl overall winner.

It was by coincidence that Ron Lott was in town on the same date as the Hubbs awards ceremony. Lott was the 1977 Ken Hubbs Award winner and his son Ryan Nece won the award in 1997. Hubbs and Lott are considered the best all-around athletes in San Bernardino County history. Lott is called by experts as one of the best defensive backs ever. He was a key member on four San Francisco 49ers Super Bowl winning teams.

Also at Eisenhower HS for the Hometown Hall of Famer presentation was Pro Football HOF representative George Veras, Ike principal Scott Sparks, Rialto Unified School District Superintendent Dr. Cuauhtemoc Avila, Rialto Mayor Deborah Robertson, former NFL player and Ike grad Craig Newsome. The hometown heroes plaque was presented by Tom Suttles of the Ford Motor Company, sponsors of the event.

After being named the 2016 Ken Hubbs Award winners, both Washington and Mattison are now also chronicled among the County's top all-time athletes. Washington helped lead Cajon to the County's first girls state bas-

ketball championship. She was selected the CIF-Division 2 State Basketball Player of the Year, which helped earn her a scholarship to play basketball at Washington State University. She has a cumulative 3.48 GPA. Washington was a four-time, all-CIF pick who led the Citrus Belt League in scoring and rebounding on four CBL championship teams at Cajon. During that span, Cajon went 47-1 in league.

"Winning the Hubbs Award is a very big deal because it means that I was successful on and off the court," said Washington. The Hubbs Award selection committee considers overall character along with athletic ability. Washington said she heard about the award but did not initially realize its impact. "I now know. It was an extremely professionally conducted event. I am very, very impressed." Washington was a CIF-qualifier in the 300 hurdles as a freshman. Like Mattison, she is active in church activities.

Mattison was a two-time all-CIF, all-County and all-Mountain League MVP running back and four year league champion in 110 hurdles, who added a two-year league wrestling championship. He is San Bernardino High's all-time leading rusher. Mattison is a



Photo/Harvey Kahn

Cajon's Kayla Washington was named 2016 Ken Hubbs Award winner at ceremonies at Colton HS.

Spanish speaking honors student, who's 4.38 GPA comes from advanced placement classes. He will play football on scholarship at Boise State University. "To be compared to those who have won the Hubbs Award is very humbling," said Mattison. "It is something that will motivate me to keep achieving more."

Back at Eisenhower HS, Ron Lott challenged its student body. "Are you willing to make the sacrifices. Play as hard as you can at everything. Be the best you can be. If you work picking up trash, be the best trash man you can be," said Lott. He said his first job was pulling weeds for the City of Rialto. Lott told the students that more can be found out about a person in times of adversity. "It's not about the times of glory." He mentioned Ike prep coaches Ken Bailey, Bill Christopher, and Tom Hoak. He played baseball at Ike for coach Mike Mayne and basketball for Ron Rochler.

Lott's father, Roy gave the introduction speech by recalling his son's days at Bemis Elementary, Frisbie Middle School, and later playing football at Ike. "This speech I give today is more important than the one I gave for Ronnie at the Football Hall of Fame in Canton," said Roy Lott.

"Ron Lott coming back here today is very important to our

school. We're trying to instill in our students that high school is once in a lifetime opportunity," said Ike athletic director Gilbert Pulido. "Probably only half our students know about Ron Lott. There's just too many distractions, but we're talking to them about pride and tradition." Eisenhower freshman P.J. Taliloa said he never heard of Ron Lott. "I will be playing varsity football next year and now learning about Ron Lott will definitely motivate me."



Photo/Harvey Kahn

2016 Ken Hubbs Award winner Alexander Mattison with SBHS football coach Jeff Imbriani.

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Estimated amount of unpaid balance and other charges: \$ 204,207.56

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All right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described as:

More fully described in said Deed of Trust.

Street Address or other common designation of real property: 148 West Cascade Drive #A.B.C.&D, Rialto, CA 92376

A.P.N.: 0127-181-05-0-000

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above.

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Date: April 20, 2015 Western Progressive, LLC, as Trustee for beneficiary C/o 30 Corporate Park, Suite 450 Irvine, CA 92606 Automated Sale Information Line: (866) 960-8299 http://www.allsources.com/MortgageServices/Default.aspx

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Published Riello Record 4/28/16, 5/15/16, 5/12/16 R-1878

LA CPUC REALIZA EN SAN DIEGO UN FORO SOBRE EL DISEÑO DE LAS TARIFAS PARA DIALOGAR ACERCA DE LA NUEVA ESTRUCTURA QUE REFLEJA LOS COSTOS ACTUALES

El 27 de enero de 2016, la Comisión de Servicios Públicos de California (CPUC) realizó un foro comunitario en Fresno para dialogar y contestar preguntas acerca de la reciente decisión de la CPUC de hacer un cambio significativo en las tarifas eléctricas residenciales, incluido el requisito de que a partir de 2019 se ofrecerá a todos los clientes residenciales las tarifas por horario de uso como opción por defecto.

QUÉ: Foro sobre Diseño de las Tarifas de la CPUC en Oxnard
CUÁNDO: Lunes, 18 de abril de 2016, a las 18:00 horas
DÓNDE: Courtyard by Marriott Oxnard, Pavilion Arbor Room.

600 East Esplanade Dr., Oxnard 93036

¿POR QUÉ? Para dialogar y contestar preguntas acerca de la decisión de la CPUC de julio de 2015 que pasó las tarifas eléctricas residenciales del estado a una estructura más eficaz basada en los costos, otorgando a los consumidores más oportunidades para ahorrar, y fomentando la optimización de recursos y la confiabilidad de la red.

En este foro público, la CPUC dialogará sobre las tarifas por horario de uso, la transición de cuatro a dos categorías de tarifas, los beneficios económicos y medioambientales de estas nuevas tarifas, y los planes de la CPUC para trabajar en estrecha

colaboración con los servicios públicos y las comunidades de toda California para asegurar que los consumidores estén preparados para estos cambios.

Para inscribirse para este evento (no se exige pago de inscripción), visite www.cpuc.ca.gov/RateDesignForms/.

Para más información sobre la decisión de la CPUC sobre el diseño de las tarifas, vea nuestro comunicado de prensa del 3 de julio de 2015

en <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M153/K072/153072586.PDF>. Para más información sobre la CPUC, visite www.cpuc.ca.gov.

Rep. Aguilar Holds Spring Academy Day for Inland Empire Students

On Saturday, Rep. Pete Aguilar hosted Spring Academy Day for Inland Empire students interested in attending U.S. Service Academies. Representatives from the U.S. Military Academy, U.S. Naval Academy and U.S. Air Force Academy spoke at the information session where they addressed a number of topics, including admission timelines, admission requirements and preparation, the application process, course loads, available degrees and expectations.

"Expanding access to higher education opportunities and giving students the tools they need to make important decisions about their futures are my top priorities," said Rep. Aguilar. He added, "I'm glad we were able to help connect these young leaders with the resources

that they need and I look forward to seeing what their futures hold." Dozens of students and family members attended the workshop, which was held at Summit Intermediate School in Etiwanda. This was the second Academy Day Rep. Aguilar has held since taking office last January. He previously held a similar information session in October. Students interested in applying to U.S. Service Academies require nominations to be considered. For the class of 2020, seven students from California's 31st Congressional District will be attending U.S. Service Academies in the Fall of 2016, all of whom received nominations from Rep. Aguilar. For more information, please contact Rep. Aguilar's office at 909.890.4445 or visit aguilar.house.gov.

Bloomington library opening celebration set for May 14

On Saturday, May 14, San Bernardino County will hold a grand opening celebration for the new Bloomington Branch Library.

The 6,700-square-foot library is part of the newly-completed Bloomington Grove affordable housing apartments and Lillian Court senior community. The library is located at 18028 Valley Boulevard in Bloomington.

The Bloomington Branch Library features a children's reading area, private study rooms and computer lab.

"It's exciting to bring the fun of books and reading right into the neighborhood, in a way that will encourage greater access to learning for our local families. The Bloomington Grove family housing, along with Lillian Court sen-

ior housing, provide a unique opportunity for residents to live, work and stay in Bloomington. I am so proud of this investment which demonstrates this county's strong commitment to our unincorporated area residents," said Supervisor Josie Gonzales.

The free community celebration event will take place from 10 a.m. to 2:30 p.m. A public dedication ceremony and ribbon cutting for the library will be held from 10 to 11 a.m. followed by lunch and library tours.

As many as eight food trucks will be on site that day serving a mix of hot dogs, sliders, grilled cheese, Kona ice and cupcakes, plus much more. The first 1,700 attendees will receive a complimentary lunch and dessert ticket. The family fun celebration will

have music and entertainers including magicians, balloon storytelling and live animals. Booths will feature treats and games. The County Library and Colton Unified School District's Super Hero Reading Program will be there as well with surprise guests and giveaways. Attendees will also learn more about Vision2Read, a Countywide Vision campaign designed to focus attention on the importance of reading, highlight literacy-related programs and services throughout the county and connect people to available reading resources and/or volunteer oppor-

unities. The Bloomington Branch Library is part of a greater County reinvestment in the Bloomington community. Along with the library, the County pursued development of 106 much-needed quality affordable housing apartments for seniors and families. The County will begin construction for the second phase of an additional four-acre site which will add 85 units to the Bloomington Grove affordable housing development. The second phase is set to open in Spring 2017. The County developed the housing in partner-

ship with Related California. The San Bernardino County Library System is a dynamic network of 32 branch libraries that serves a diverse population over a vast geographic area. The County library system strives to provide equal access to information, technology, programs and services for all people who call San Bernardino County home. The library plays a key role in the achievement of the Countywide Vision by contributing to educational, cultural and historical development of our County community.

BLOOMINGTON LIBRARY
GRAND OPENING CELEBRATION
FREE COMMUNITY EVENT
SATURDAY MAY 14TH
 10:00 a.m. - 2:30 p.m.
 18028 West Valley Blvd.,
 Bloomington, CA 92316

SAN BERNARDINO COUNTY Library Dedication Ceremony
 10:00 a.m. - 11:00 a.m.

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Exhibit 6

LOCAL NEWS

Manhattan Beach moves to ban picketing outside homes

By **MEGAN BARNES** | mbarnes@scng.com | Long Beach Press-Telegram
PUBLISHED: July 20, 2016 at 9:20 p.m. | UPDATED: September 6, 2017 at 5:05 a.m.

Manhattan Beach may outlaw picketing outside homes at the request of a real estate executive who says he and his family feared for their safety when demonstrators surrounded his house earlier this year.

Fearing a federal freedom-of-speech lawsuit, however, the City Council on Tuesday sent an ordinance that would ban the practice back to the staff for modification.

The ordinance — quietly introduced as part of the consent calendar of non-discussion items at the July 5 council meeting, but pulled for discussion by Councilman Mark Burton — would make it a misdemeanor to demonstrate within 150 feet of any targeted home or within 75 feet of its property line.

It was requested by Greg Geiser, the CEO of Wedgewood Inc., a Redondo Beach real estate company that specializes in flipping and selling.

In late March, Geiser's own Manhattan Beach home was targeted by activists from the Alliance of Californians for Community Empowerment, who accused Wedgewood of unfairly evicting a Rialto couple whose home it had purchased from foreclosure.

Mercedes and Pablo Caamal accused Wedgewood of jacking up the price of the home by \$100,000 when they tried to buy it back, something the company disputes.

Geiser later filed a lawsuit against the couple seeking damages for harassment, but recently dropped it.

He declined to comment on the lawsuit Wednesday. Attorneys for the Caamals could not be reached.

At the July 5 council meeting, Geiser told city leaders that his wife had to sneak out of the back door of their home to escape an “angry, throbbing mob” made up of “groups of thugs formerly known as ACORN (or, the now defunct Association of Community Organizations for Reform Now).”

“My neighbors were terrified as the situation was explosive and was one rock toss away from being a full-fledged riot,” Geiser said. “If you wanna target my business, then fine, but residents and their families and neighbors should be protected and allowed the quiet enjoyment of their home.”

On Tuesday, City Attorney Quinn Barrow said the incident is the only one he is aware of in the affluent beach community in the past decade.

In 1992, protesters demonstrated outside the home of Superior Court Judge Joyce Karlin, calling for her ouster after she sentenced a South Los Angeles grocery store owner to probation for fatally shooting a black teenage girl in a dispute over orange juice days after the Rodney King beating.

Barrow said cities can prohibit sidewalk protests targeting homes with laws that create buffer zones that are “narrowly drawn.”

He said the proposed law for Manhattan Beach was carefully modeled after others that have stood up to challenges, including one in San Jose that allowed a larger, 300-foot barrier.

But Burton, a former prosecutor for the city of Los Angeles, said in another federal case from 10 years ago, *Klein v. San Diego County*, Ninth Circuit Court judges offered a stern warning to cities.

“The Klein case says you really should have an ordinance that has more limited restrictions, such as number of picketers, time of day and duration. The more specific we can be, the better off we can defend that ordinance,” he said. “If this ordinance is adopted, the first arrest will result in a federal court lawsuit that will be very expensive, and it won’t be good for our officers.”

Barrow, however, said it is more important to use language focusing on “targeted picketing.”

Councilwoman Amy Howorth, who wanted to adopt the law as written, said that for her, the issue isn’t about legal interpretations as much as protecting residents in the digital age.

“You have sports figures, CEOs of companies, doctors that do ground-breaking biomedical research — you have all kinds of people that now can be identified by social media and 100 people can show up,” she said.

Mayor Tony D’Errico questioned whether the law would even be enforceable in such a dense community.

“This city is four square miles and really, some could argue, overbuilt,” he said. “Is there anywhere where you could apply your freedom of speech and not be within 150 feet of any property?”

But Barrow said the ordinance is specific to homes that are singled out, and would not prevent demonstrators from passing by them through the neighborhood.

Throughout the discussion, city officials skirted around identifying Geiser as the resident who requested the ordinance.

Without the support of Burton, D’Errico and Councilman Wayne Powell — who criticized the city for not publicizing the ordinance — Howorth suggested coming back with a more specific version that references the Klein case.

“My hope is we can still pass something because I think this is a really critical issue,” she said.

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Megan Barnes | reporter

Megan Barnes covers crime and public safety for the Press-Telegram. She was previously a city reporter at the Daily Breeze, where she covered the South Bay beach cities and the Palos Verdes Peninsula. Before that, she was a freelancer writing about LGBT news and her hometown of San Pedro, where she probably made your latte at Starbucks. She loves iced Americanos and Radiohead and finally got to see them live on the A Moon Shaped Pool tour. It was magical.

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Exhibit 7

(https://debate2020.easyreadernews.com/)

Latest MBUSD will welcome back first special ed students

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Manhattan Beach council modifies upcoming election, rejects picketing law

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Manhattan Beach City Hall. Photo by Caroline Anderson

BY RYAN MCDONALD

Citing concerns about fairness and accountability, the Manhattan Beach City Council voted at its Tuesday night meeting to hold their municipal elections so as to coincide with state and federal ones by slightly shortening the terms of council members elected in the March 2017 and March 2019 elections.

The change was mandated by the passage in California of SB 415, which became effective Jan. 1 of this year, and obligates cities throughout to state to realign their election days. Under the resolution approved Tuesday night, councilmembers elected in March 2017 and March 2019 will serve three years and eight months, bringing their terms to an end in Nov. 2020 and Nov. 2022, respectively.

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Council members agreed with the aims of the senate bill, citing the urgent need to improve political participation in local politics. Turnout for the latest municipal election fell below 20 percent.

“Our voter turnout in March is abysmal. And it’s going to stay that way unless we do something,” said Mayor Tony D’Errico, who unsuccessfully sought measures beyond realignment to boost voter turnout.

The decision night to shorten future terms was one of several options that the council had to comply with the state law. A previous plan to shorten the terms of some council members and hold an election this coming November was scrapped, because there was insufficient time to coordinate with Los Angeles County’s Registrar-Recorder.

A possible ordinance that would have extended the terms of those council members whose terms expire in March 2017 till Nov. 2017, received support during public comment and in correspondence with the city leading up to the meeting, with backers pointing to the complexity of ongoing issues facing the city. But it also drew the wrath of some commentators, including several former Manhattan council members. They noted that the measure would put the three council members whose terms expire this coming March — D’Errico, Wayne Powell and Mark Burton—in the position of voting to extend their own terms.

“It is inappropriate. It gives the appearance of self-serving to extend one’s own term,” said Bob Holmes, who served on the council from 1980 to 1992.

Powell, who was singled out for criticism by Holmes and former council member Russ Lesser, vigorously rejected arguments that he was behaving unethically. Powell, who said he had consulted with attorneys for other cities and the state senator who had prepared the bill in advance of the meeting, ultimately voted to support the bill to shorten future terms.

Manhattan is among the first cities in the area to act on SB 415. The law gives cities until 2018 to prepare a plan for compliance, and until 2022 to realign elections, so many municipalities have chosen to wait. Some have also suggested that the law will be scrapped or amended, but council members rejected this line of thinking, citing the importance of boosting turnout.

“The idea that this will be overturned is wishful thinking,” Powell said.

BACK TO DRAWING BOARD ON ‘TARGETED’ PROTEST LAW

Later Tuesday night, the council narrowly rejected a proposed ordinance on “targeted picketing” in the city, citing First Amendment concerns and the threat of litigation over the law.

The ordinance would have prohibited picketing of a residence by ordering protesters to stay at least 150 feet away from the home. Councilmembers sought the ordinance after a March protest in front of a Sand Section home, the owner of which reportedly runs a real estate company that previously sought to evict a family from a home in San Bernardino County. The evicted family was joined in the protest by dozens of members of local economic justice organizations.

The occupants of the Sand Section home told some councilmembers that they called police but that authorities were unable to help. Councilmembers said the resident reported feeling trapped and terrified during the protest.

The March incident was the only example of a “targeted protest” in at least 10 years, councilmembers said. But Councilmember Amy Howorth said that, given the increasing prominence of social media, it is likely to become a more significant issue.

“If safety of our residents is a top concern, then this is something we have to do,” Howorth said.

But despite evident sympathy with the affected family, councilmembers said that the law as crafted left the city open to future litigation.

“Hear me now: the first arrest under this law will result in a federal court lawsuit,” said Burton, who, as an attorney, previously represented police departments in federal civil rights cases.

Even in residential zones, sidewalks like the one used by picketers in the March protest are considered “traditional public forums” in First Amendment jurisprudence, and cities are limited in the laws they may pass regulating speech in those areas. They may impose “reasonable time, place and manner” restrictions, but such laws need to be “narrowly tailored” to achieve their goals. Burton and others questioned whether that requirement was met, given that boisterous protests that leave families trapped in their homes would seem capable of being policed through the city’s existing nuisance and disturbing the peace ordinances.

City Attorney Quinn Barrow insisted that the law as crafted would pass constitutional muster, noting that previous U.S. Supreme Court cases on the issue have approved ordinances establishing a boundary of 300 feet, twice as large as the one proposed by the city.

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But Burton pointed to other, more recent cases that would seem to undermine the city's position. A 2006 Ninth Circuit opinion, Klein v. San Diego County, disparaged a state court case involving an ordinance similar to the one being considered. The Klein case was not included in staff reports on the topic, enhancing concerns over potential lawsuits. The council ultimately directed staff to return with a discussion of that case, as well as an ordinance with more specific limitations.

"I think we want to have all the tools available to protect our residents," D'Errico said. "But I'm concerned that the absence of the Klein case from our record could aid our opponents in litigation."

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Exhibit 8

LOCAL NEWS

Rialto family's eviction prompting protests in Manhattan Beach

By **MEGAN BARNES** | mbarnes@scng.com | Long Beach Press-Telegram
July 24, 2016 at 4:12 a.m.

A dispute between an evicted Rialto family and the house-flippers who own their home has morphed into a freedom-of-speech debate in the developer's tony small town.

The tale begins last year, when Mercedes and Pablo Caamal refused to accept the eviction notice demanding they vacate the modest home they've occupied for 10 years. In September, the home had been acquired by Wedgewood Inc., a Redondo Beach real estate company that specializes in flipping and selling, and the company reportedly jacked up the price of the home by \$100,000 when the Caamals tried to buy it back.

So the Caamals decided to fight back, staging round-the-clock vigils at their home in March, when sheriff's deputies were expected to carry out the eviction, the [Huffington Post reported](#).

The [Alliance of Californians for Community Empowerment](#), a grassroots group advocating for better neighborhoods, joined the effort, both in Rialto and targeting CEO Greg Geiser's personal residence in Manhattan Beach in Los Angeles' South Bay for demonstrations.

Geiser later filed a lawsuit against the couple seeking damages for harassment, but recently dropped it. He declined to comment on the lawsuit Wednesday.

Instead, he's taking his beefs to the Manhattan Beach City Council, hoping council members will help him get rid of the protesters.

At the July 5 council meeting, Geiser told city leaders that his wife had to sneak out of the back door of their home to escape an "angry, throbbing mob" made up of "groups of thugs formerly known as ACORN (or, the now defunct Association of Community Organizations for Reform Now)."

"My neighbors were terrified as the situation was explosive and was one rock toss away from being a full-fledged riot," Geiser said. "If you wanna target my business, then fine, but residents and their families and neighbors should be protected and allowed the quiet enjoyment of their home."

This past week, the Manhattan Beach City Council considered a proposal that would make it a misdemeanor to demonstrate within 150 feet of any targeted home or within 75 feet of its property line. That prompted a debate among the council members there, even though the item was originally part of the agenda that is approved without discussion.

Manhattan Beach Mayor Tony D'Errico questioned whether the law would even be enforceable in such a dense community.

"This city is four square miles and really, some could argue, overbuilt," he said. "Is there anywhere where you could apply your freedom of speech and not be within 150 feet of any property?"

Fearing a federal freedom-of-speech lawsuit, however, the City Council on Tuesday sent the proposed ordinance back to the staff for modification.

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Megan Barnes | reporter

Megan Barnes covers crime and public safety for the Press-Telegram. She was previously a city reporter at the Daily Breeze, where she covered the South Bay beach cities and the Palos Verdes Peninsula. Before that, she was a freelancer writing about LGBT news and her hometown of San Pedro, where she probably made your latte at

Starbucks. She loves iced Americanos and Radiohead and finally got to see them live on the A Moon Shaped Pool tour. It was magical.

mbarnes@scng.com

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Exhibit 9

LOCAL NEWS

Manhattan Beach backs away from proposed restrictions on picketing

By **DAILYBREEZE** | dailybreeze@dfmdev.com |

PUBLISHED: August 18, 2016 at 11:57 p.m. | UPDATED: September 6, 2017 at 5:07 a.m.

Concerned about possible infringement on constitutional rights and legal challenges, the Manhattan Beach City Council has shelved a proposed ordinance that would have restricted picketing in residential neighborhoods.

Councilwoman Amy Howorth, who proposed the ordinance, and Councilman David Lesser were on the losing side of a 3-2 vote to table the issue.

Manhattan Beach resident Greg Geiser, CEO of Redondo Beach real estate company Wedgewood Inc., inspired the proposed restrictions when voiced his concern over a group of picketers who targeted his home. The picketers were supporters of a family that was evicted from their Rialto home when it was taken over by Wedgewood. Geiser said he felt threatened by the picketers, whom he described to the City Council as an “angry, throbbing mob.”

Howorth shook her head in disbelief Tuesday over her colleagues’ reluctance to pass an ordinance.

“I don’t usually go to this place, but I think it’s really different when you’re a woman and you’re at home alone, and there’s people out on the sidewalk,” Howorth said. “We’re talking about protecting our residents while upholding the Constitution. And I’m just really, really troubled, because I just think I see this through a different lens. I ... God. I never play the woman card, guys. Do I? I don’t.”

Mayor Tony D’Errico countered that not only would the ordinance not have solved the problem, but it would have created other ones.

“I’m always concerned about anything with unintended consequences,” D’Errico said. “I think if we were to adopt ... the brunt of the issue is going to move my neighbor four houses down. That’s an unintended consequence.”

A first draft of the ordinance introduced July 5 would have made residential picketing within 150 feet of a specifically targeted residence unlawful.

An alternative draft added time constraints, making it unlawful to engage in targeted residential picketing from 4:30 p.m. to 10 a.m. During those hours, it would be unlawful to participate in targeted picketing within 55 feet of residences east of Sepulveda Boulevard and within 41 feet of residences west of Sepulveda.

Councilman Wayne Powell said the additional restrictions could trigger a legal challenge. He added that police officers have other means to handle targeted residential picketing that rises to the level of harassment.

“To me, I think the Police Department can better enforce a nuisance ordinance, trespassing, disturbing the peace, disorderly conduct and I’m sure there’s other provisions in the Penal Code or the Municipal Code that can address those issues,” Powell said.

Councilman Mark Burton urged his colleagues not to infringe on citizens’ First Amendment rights, which he described as “the cornerstone of this great nation.”

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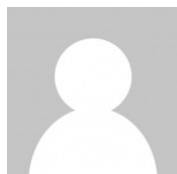
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Attorney for Plaintiff MARIA MEJIA HERNANDEZ

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SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

MARIA MEJIA HERNANDEZ, an individual
Plaintiff,
v.
WEDGEWOOD, a California Corporation,
EAGLE VISTA EQUITIES, LLC, a California limited liability company, GREEN APPLE PROPERTIES III, LLC, a California limited liability company, and DOES I through 100, inclusive,
Defendants.

CASE NO. CGC 16-554916

COMPLAINT FOR:

- 1. NUISANCE;
- 2. NEGLIGENCE;
- 3. BREACH OF STATUTORY WARRANTY OF HABITABILITY;
- 4. BREACH OF IMPLIED WARRANTY OF HABITABILITY;
- 5. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
- 6. BREACH OF CONTRACT;
- 7. FRAUDULENT MISREPRESENTATION AND CONCEALMENT;
- 8. VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE - COUNT ONE - § 37.10B;
- 9. VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE - COUNT TWO - § 37.11A;
- 10. VIOLATION OF CIVIL CODE SECTION 1942.5;
- 11. VIOLATION OF CIVIL CODE SECTION 1942.4;
- 12. NEGLIGENCE PER SE; and
- 13. UNFAIR BUSINESS PRACTICES
- 14. UNRUEH ACT - CIVIL CODE §1

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BY FAX

DEMAND FOR JURY TRIAL

1 PLAINTIFF MARIA MEJIA HERNANDEZ ALLEGES AS FOLLOWS:

2 PRELIMINARY STATEMENT

3
4 1. This case arises from a clash between the rent control laws established to protect
5 tenants in the City and County of San Francisco from abuses and deplorable conditions that
6 prevalent in foreclosed properties. At all times relevant hereto Plaintiff, MARIA MEJIA
7 HERNANDEZ ("Plaintiff"), was an adult resident of the City and County of San Francisco,
8 California. She is a monolingual Spanish-speaking domestic worker, and a mother of five
9 children. At all relevant times since on or about August 4, 1998, the Plaintiff and her family
10 peaceably resided in the lower unit of a multi-family residential duplex commonly known as
11 "1108 ½" Treat Avenue, San Francisco, California (hereinafter the "Subject Premises" or "1108
12 ½ Treat Unit."). The Plaintiff and her family continue to reside in the Subject Premises to this
13 day.

14 2. The Subject Premises is located on the lower story of the residential duplex
15 building ("Treat Building" or "Subject Building" or "Treat Property"). The upper floor of the
16 Treat Building is known as "1108 Treat Avenue," San Francisco, California (hereafter "1108
17 Treat Unit"). The 1108 Treat Unit is currently vacant.

18 3. The former owners of the Treat Building were illegally evicted from their home
19 sometime around March 2016 by defendant Eagle Vista Equities LLC ("EVE") despite the fact
20 that a different limited liability company, defendant Green Apple Properties III, LLC ("GAP")
21 was the true owner of record from September 14, 2015, to the present. Since the eviction of the
22 former owners occurred, Defendant WEDGEWOOD has hired a number of contractors to
23 extensively repair and remodel the Upper Unit. At the same time, Defendant WEDGEWOOD
24 failed to take action to correct the numerous code violations and deplorable conditions in the
25 Subject Premises. Defendant WEDGEWOOD has also failed to correct conditions which the
26 Plaintiff is informed and believes renders the Subject Premises illegal and non-habitable.

27 4. The Subject Building was constructed prior to June 13, 1979, and is a multi-
28 family dwelling subject to rent controls and eviction protections under the San Francisco
Administrative Code, The Residential Rent Stabilization and Arbitration Ordinance (the "San
Francisco Rent Ordinance" or "Rent Ordinance").

5. Defendant WEDGEWOOD is a California Corporation that specializes in
purchasing distressed properties through foreclosure, displacing tenants and former owners from

1 foreclosed properties, and then preparing said properties to sell for profit. Defendant
2 WEDGEWOOD is based out of 2015 Manhattan Beach Blvd. #100, Redondo Beach, CA 90278.
3 Defendant WEDGEWOOD encompasses over 80 Limited Liability Companies, Limited
4 Partnerships and Corporations with total assets and annual revenues in the hundreds of millions
5 of dollars, and with operations throughout California, Florida, Nevada and various other states.
6 Defendant WEDGEWOOD, by and through its integrated subsidiaries, owns and manages
7 single-family residences, residential apartment buildings and, commercial buildings. Plaintiff is
8 informed and believes, and thereon alleges that Defendant WEDGEWOOD exercises full and
9 complete control over the limited liability companies engaged in purchase of distressed
10 properties and the eviction of all occupants, including rent-controlled tenants.

11 6. Defendant EAGLE VISTA EQUITIES, LLC ("Defendant EVE") is the former
12 owner of record of the Treat Building. Defendant EVE was the owner of record of the Treat
13 Building from July 20, 2015, through September 14, 2015. Defendant EVE is a California
14 limited liability company doing business within the City and County of San Francisco. Plaintiff
15 is informed and believes and thereon alleges that, since Defendant EVE's formation on
16 November 7, 2014, Defendant EVE has been used as a corporate instrumentality to hold, manage
17 and control dozens of residential properties throughout the San Francisco Bay Area, including
18 the Treat Building. Defendant EVE is based out of 2015 Manhattan Beach Blvd. #100, Redondo
19 Beach, CA 90278.

20 7. Defendant GREEN APPLE PROPERTIES III LLC ("GAP") is an
21 undercapitalized shell corporation falling under the full operational control of Defendant
22 WEDGEWOOD. Plaintiffs are informed and believe that Defendant WEDGEWOOD utilizes
23 Defendant GAP as a mere instrumentality to sell foreclosed properties that have been transferred
24 to GAP via quitclaim deed by other entities, such as EVE, after all occupants have been cleared
25 out. Plaintiff is informed and believes that Defendant WEDGEWOOD utilized Defendant GAP,
26 and other shell LLCs, as part of a fraudulent business practice to shield itself from all types of
27 liability, including, but not limited to, liability arising from the systematized neglect of
28 substandard and deplorable housing conditions in the occupied properties. GAP is based out of
2015 Manhattan Beach Blvd. #100, Redondo Beach, CA 90278.

8. Plaintiff is informed and believes and thereon alleges that the principal officers of
Defendant WEDGEWOOD act as the principal officers and managers of Defendant EVE, GAP
and the numerous other cookie-cutter limited liability companies based out of Defendant

1 WEDGEWOOD's headquarters in Redondo Beach, California. The founder and president of
2 Defendant WEDGEWOOD, Mr. Greg Geiser, purports to be an expert in the standards of due
3 diligence regarding the purchase and sale of foreclosed residential properties. Mr. Geiser
4 represents that the "core business of the Company remains purchasing, rehabilitating and
5 reselling" homes purchased in volume.

6 9. Defendant GREEN APPLE PROPERTIES III LLC ("Defendant GAP") is the
7 current owner of record of the Subject Premises, as reflected in a quitclaim deed recorded on the
8 title of the Subject Premises on September 14, 2015. Plaintiff is informed and believes that, in
9 accordance with Defendant WEDGEWOOD's general business model and practices, Defendant
10 EVE has transferred the Subject Premises to Defendant GAP via quitclaim for nominal
11 consideration in a sham gifting of the property. Plaintiff is informed and believes and thereon
12 alleges that Defendant GAP is an undercapitalized shell corporation falling under the full
13 operational control of Defendant WEDGEWOOD.

14 10. Plaintiff is ignorant of the true names and capacities of the unnamed defendants
15 sued herein as DOES 1 through 100 inclusive ("DOE Defendants"), and, therefore, sue these
16 DOE Defendants by such fictitious names under the provisions of California Code of Civil
17 Procedure section 474. Plaintiff will seek leave to amend this Complaint to allege their true
18 names and capacities when ascertained.

19 11. Defendants WEDGEWOOD, EVE, GAP, and DOES 1 through 75 (collectively
20 hereafter "Wedgewood Defendants") are entities and individuals who were jointly associated
21 with each other as part of an integrated enterprise. The Wedgewood Defendants are interrelated
22 real estate speculation companies, whose members, directors, founders, owners, managers, and
23 officers have extensive experience purchasing distressed properties, clearing out tenants and
24 former owners from foreclosed properties, and then improving said properties to sell for profit.
25 Plaintiff is informed and believes, and thereon alleges that, at all times mentioned herein, and
26 continuing to the present, each of the Wedgewood Defendants were the agents, officers,
27 employees, servants, co-partners, joint venturers, and/or co-conspirators of each other. Plaintiff
28 further alleges, upon information and belief, that, in performing the acts and omissions alleged
herein, the Wedgewood Defendants acted and continue to act within the purpose and scope, and
in furtherance, of said agency, employment, co-partnership, joint venture and/or co-conspiracy,
and that their acts and omissions have been consented to and ratified by each of the other
Wedgewood Defendants.

1 12. Defendants WEDGEWOOD, EVE, GAP, and DOES 76 through 100 (collectively
2 hereafter "Wedgewood Defendants") are entities and individuals who were jointly associated
3 with each other as part of an integrated enterprise. The Wedgewood Defendants are interrelated
4 real estate speculation companies, whose members, directors, founders, owners, managers, and
5 officers have extensive experience purchasing distressed properties, clearing out tenants and
6 former owners from foreclosed properties, and then improving said properties to sell for profit.
7 Plaintiff is informed and believes, and therefore alleges that, at all times mentioned herein, and
8 continuing to the present, each of the Wedgewood Defendants were the agents, officers,
9 employees, servants, co-partners, joint venturers, and/or co-conspirators of each other
10 Wedgewood Defendants, and in doing, *inter alia*, the acts and omissions alleged herein, acted
11 and continue to act within the purpose and scope, and in furtherance, of said agency,
12 employment, co-partnership, joint venture and/or co-conspiracy, and that such acts were and
13 continue to be consented to and ratified by each of the other Wedgewood Defendants.

14 13. At all relevant times subsequent to the foreclosure of the Treat Building,
15 Defendant WEDGEWOOD managed the property subject to a uniform set of directives and
16 subject to the discretion of a small group of decision-makers. The Wedgewood Defendants
17 became liable as "landlords" within the definition of the San Francisco Rent Ordinance. The
18 terms "landlord" and "tenant" are defined under California common law, under Section 1161, *et*
19 *seq*, of the Code of Civil Procedure, Section 1980, *et. seq* of the Civil Code, the San Francisco
20 Rent Ordinance and, further, as defined under other California statutory law and common law.

21 14. The Subject Premises is, and at all relevant times was, subject to Chapter 37 of
22 the San Francisco Rent Ordinance, including "just cause" eviction protections summarized in
23 Section 37.9(a) of the San Francisco Rent Ordinance, which sets forth exclusive grounds for
24 recovering possession of covered residential rental units in San Francisco.

25 15. Plaintiff is informed and believes, and thereon alleges, that at all times relevant
26 herein, each agent and employee of the Defendants had advanced knowledge of the unfitness of
27 their employees and agents, and yet employed them with negligent and/or conscious disregard of
28 the harm caused to the Plaintiff and her family by their errors and omissions.

FLIPPING OPERATION ALLEGATIONS

16 16. Over the course of the past three years, Defendant WEDGEWOOD has used
17 Defendant EVE and Defendant GAP and other Wedgewood Defendants as mere corporate
18 instrumentalities to purchase and sell dozens of foreclosed properties within the City and County

1 of San Francisco. Most of these foreclosed residential properties have been occupied and poorly
2 maintained. Defendant WEDGEWOOD has directed its employees and agents to aggressively
3 target and clear out foreclosed homes, while concomitantly directing its employees and agents to
4 refrain from repairing the substandard conditions within these properties until all occupants have
5 vacated and/or been forced to vacate.

6 17. Defendant WEDGEWOOD's residential "flipping" operations include the
7 purchase, rehabilitation and sale of foreclosed properties on an exceedingly short timetable.
8 Defendant WEDGEWOOD boasts of purchasing and/or directing the purchase of approximately
9 200 residential properties per month nationwide as part of its mass flipping operations.
10 Defendant WEDGEWOOD has established an approximate four month turnaround time as being
11 the maximum amount of time for Defendant WEDGEWOOD to make a profit on its high
12 volume "flipping" operations. Defendant WEDGEWOOD is able to yield substantial profits
13 only by rigidly implementing a routinized and uniform protocols and practices subsequent to
14 purchasing of distressed properties.

15 18. Plaintiff is informed and believes and thereon alleges that Defendant
16 WEDGEWOOD modifies its "evict and sell" business practices based on information secured
17 from foreclosing lenders and through on the ground observations of its so-called Property
18 Managers. Plaintiff is informed and believes and thereon alleges that the Defendant
19 WEDGEWOOD's "Property Managers" are tasked with making the initial inspection of the
20 residential foreclosed by properties that are purchased by the Wedgewood Defendants, to make
21 the initial contact with tenants in possession, and to determine which strategy to implement to
22 secure control of the properties. In cases where the properties are known or found to be occupied
23 by tenants, these "Property Managers" are instructed to identify whether the occupants of the
24 homes are tenants or homeowners, to detail the condition of the premises, and to identify the
25 perceived national origin and/or primary language of the occupants.

26 19. Plaintiff is informed and believes and thereon alleges that bilingual "Property
27 Managers" are instructed by Defendant WEDGEWOOD to make affirmative efforts to identify
28 the national origin and/or primary language of the persons occupying any foreclosed properties
as part of its strategy to displace the tenants of any and all foreclosed homes.

29 20. Plaintiff further alleges upon information and belief that Defendant
WEDGEWOOD secures a competitive advantage by targeting unsophisticated monolingual
immigrant tenants with high pressure intimidation tactics, which include, *inter alia*, directing

1 their bilingual "Property Managers" to immediately commence unsolicited buyout negotiations
2 with Spanish-speaking tenants in their native language without regard to mandatory disclosures
3 and/or advisements regarding their legal right to remain in possession. These "Property
4 Managers" are directed to create an atmosphere of uncertainty and fear surrounding the
5 foreclosure sale by immediately announcing Defendant WEDGEWOOD's intent to unilaterally
6 sever the landlord-tenant relationship. These "Property Managers" are instructed to immediately
7 commence unsolicited "buyout negotiations" without making disclosures required under Section
8 37.9 E of the San Francisco Rent Ordinance

9 21. Plaintiff is informed and believes and thereon alleges that the Defendant
10 WEDGEWOOD gains a strategic competitive advantage by subjecting vulnerable monolingual
11 Latino immigrant tenants with threats of summary displacement through "no cause" evictions.
12 Plaintiff further alleges, upon information and belief, that Defendant WEDGEWOOD's
13 "Property Managers" are encouraged and/or authorized to commence "cash-for-keys"
14 negotiations without complying with the informed written disclosure requirements under the San
15 Francisco Rent Ordinance and without adherence to state and local law post-foreclosure notice
16 requirements. The immediate shock of these high-pressure "cash-for-keys" demands, combined
17 with the threats of arbitrary displacement, places an immense amount of pressure on these
18 unsuspecting tenants.

19 22. Where such pressure tactics are unsuccessful, Defendant WEDGEWOOD's
20 eviction department assigns these tenant-occupied properties to local eviction attorneys who
21 uniformly commence "no cause" post-foreclosure eviction proceedings that illegally circumvent
22 the just cause eviction protections. These frivolous eviction proceedings have the effect of
23 confusing vulnerable monolingual tenants and unsophisticated tenant advocates who are
24 unfamiliar with the post-foreclosure eviction procedures. Plaintiff is informed and believes and
25 thereon alleges that Defendant WEDGEWOOD's Property Managers are also directed to find
26 pretextual grounds for evicting occupants of purchased homes wherever possible.

27 23. Defendant WEDGEWOOD is aware that the foreclosed homes purchased by
28 Defendant WEDGEWOOD and its affiliated corporate entities, such as Defendant EVE and
Defendant GAP, are severely distressed and commonly in poor repair, suffering from prolong
neglect, and in uninhabitable condition. Defendant WEDGEWOOD and its affiliated entities
and agents maintain a regular business practice of uniformly failing and/or refusing to timely and
adequately perform statutorily required repairs in conformance with notices of violations, orders

1 of abatement and other citations arising out of the violations of local housing code requirements.
2 Plaintiff is informed and believes and thereon alleges that Property Managers are directed to
3 simply ignore any deplorable and substandard housing conditions invariably present in severely
4 distressed post-foreclosure properties.

5 **GENERAL ALLEGATIONS**

6 24. On or about August 4, 1998, Plaintiff Maria Hernandez moved into the Subject
7 Premises together with her former husband and children. Plaintiff Maria Hernandez and her
8 family took possession of the Subject Premises pursuant to an oral rental agreement with the
9 former owners and landlords of the Subject Building, Maria Santos and John J. Santos. Former
10 owner, Maria Santos, set the rent for the Subject Premises at \$700 per month. The Plaintiff's rent
11 was subsequently raised to \$887 after the Lopez Family purchased the Subject Building on or
12 about June 26, 2002. The rent for the Subject Premises has since remained at \$887 per month.

13 25. When the Plaintiff first moved into the Subject Premises, she lived together her
14 children and her ex-husband. The Plaintiff and her family have peaceably resided in the Subject
15 Premises as lawful tenants in occupancy during the past 18 years. At all times, Plaintiff has acted
16 in conformance with her obligations as a responsible tenant.

17 26. The former owners, Francisco Lopez and Maria T. Lopez ("Lopez Family")
18 formerly resided in the upstairs unit of the Treat Building. The Lopez Family has always
19 occupied the upper floor of the Treat Property.

20 27. Francisco Lopez and Maria T. Lopez are monolingual Spanish speakers of
21 Guatemalan descent. The Plaintiff is a monolingual Spanish-speaking immigrant from El
22 Salvador. All agreements and communications between the Plaintiff and Lopez Family have
23 been in Spanish.

24 28. On July 20, 2015, Defendant EVE secured ownership over the Subject Building a
25 foreclosure sale.

26 29. Ms. Natalia Carney is a Spanish-speaking real estate agent of Argentinian
27 descent. Defendant WEDGEWOOD hired Ms. Natalia Carney as a "Property Manager" to
28 perform the inspections, coerce tenants in Spanish and commence illegal buyout demands
without complying with the San Francisco Rent Ordinance. On the date of the foreclosure
auction, Ms. Carney, appeared unannounced at the Subject Premises to perform a visual
inspection of the duplex and the occupants, and left her business card with one of the Plaintiff's

1 children.

2 30. In July 2015, the Wedgewood Defendants caused to be delivered an English and
3 Spanish language "Notice of Change of Ownership" at the Treat Building directed to the Lopez
4 Family living in "1108 Treat Ave." The Notice of Change of Ownership stated that "NOTICE
5 IS HEREBY GIVEN that on 07/20/2015 Eagle Vista Equities, LLC, has purchased the property,
6 duplex, you currently occupy, located at: 1108 Treat Ave San Francisco, CA 94110. Please
7 contact the undersigned at 415-310-4876 as soon as possible. WE WOULD LIKE TO WORK
8 WITH YOU TO MAKE THIS AN AMICABLE TRANSITION." Natalia Carney's name
9 appeared at the bottom of the note with the title "Property Supervisor."

10 31. No similar change of ownership document was directed to the Plaintiff and her
11 family. At no time has any of representative of the Wedgewood Defendants attempted to give
12 notice to the Plaintiff as to the identity of the owner of record and/or where to submit rent
13 payments in accordance with California Civil Code § 1962(c). California Civil Code § 1962 (c)
14 provides that "[t]he information required by this section shall be kept current and this section
15 shall extend to and be enforceable against any successor owner or manager, who shall comply
16 with this section within 15 days of succeeding the previous owner or manager. A successor
17 owner or manager shall not serve a notice pursuant to paragraph (2) of Section 1161 of the Code
18 of Civil Procedure or otherwise evict a tenant for nonpayment of rent that accrued during the
19 period of noncompliance by a successor owner or manager with this subdivision."

20 32. In July 2015, the Plaintiff contacted Ms. Carney using the business card that Ms.
21 Carney left at the Subject Premises bearing her name and the Redondo Beach, California
22 business address of the Wedgewood Defendants. On or after the date of the foreclosure auction,
23 the Plaintiff phoned Ms. Carney to inform her that she and her family were long-term tenants and
24 concerned with the impact of the sale of the Treat Building on her tenancy. Natalia told her that
25 Defendant WEDGEWOOD had no interest in renting out to tenants, but would be willing to
26 discuss her options for vacating. Ms. Carney warned the Plaintiff that she would have to vacate
27 and, further, tried to intimidate the Plaintiff by telling her that Defendant WEDGEWOOD had
28 "very good" lawyers who were ready to commence the eviction process immediately if she was
unwilling to negotiate the terms of her and her family's exit from the property.

29 33. At all times material herein, Section 37.9E of the San Francisco Rent Ordinance
30 strictly prohibited any owner or agent of the owner from commencing buyout negotiations
31 regarding the relinquishment of any rental dwelling within the City and County of San Francisco

1 without first obtaining necessary signed disclosures that must be filed with the San Francisco
2 Rent Board.

3 34. On August 12, 2015, Defendant EVE recorded its purchase of the Treat Property
4 in the official records of the San Francisco County Assessor-Recorder.

5 35. In July 2015, and subsequent to Defendant EVE's purchase of the Subject
6 Premises, Ms. Carney's knowledge of the facts giving rise to the application of Section 37.9E of
7 the Rent Ordinance, Ms. Natalia Carney initiated buyout negotiations with Plaintiff coerce her
8 into vacating the Subject Premises. The Plaintiff asserted her right to refuse to vacate the
9 Subject Premises. When the Plaintiff attempted to discontinue these coercive "cash-for-keys"
10 negotiations, Ms. Carney threatened the Plaintiff with having her family forcibly removed by the
11 San Francisco Sheriff's Department in a matter of weeks, thereby causing the Plaintiff severe
12 emotional distress and panic and leading her to seek assistance from the San Francisco Housing
13 Rights Committee.

14 36. In late July 2015, Ms. Maria Hernandez spoke with a San Francisco tenant
15 organizer at the San Francisco Housing Rights Committee, Mr. Tommi Avicolti Mecca, about
16 her severe anxiety over the Ms. Carney's menacing threats that her family would be summarily
17 removed. Mr. Avicolti-Mecca advised was informed that she was not under no obligation to
18 engage in further negotiations with Ms. Carney over the relinquishing possession and, further,
19 that Ms. Carney's conduct was patently unlawful.

20 37. On September 3, 2015, Defendant EVE commenced two identical unlawful
21 detainer complaints containing virtually identical allegations except as to the addresses listed for
22 which Defendant EVE sought to retake possession. These identically worded notices stated,
23 *inter alia*, that the Plaintiff and the Lopez Family were to vacate "1108 Treat Avenue" and "1108
24 ½ Treat Avenue" within three (3), thirty (30) and ninety (90) days. These notices failed to
25 specify any just cause grounds for evicting the Plaintiff despite her lawful occupancy of the
26 Subject Premises.

27 38. In the first unlawful detainer matter entitled Eagle Vista Equities LLC v. Maria T.
28 Lopez, et. al. (SF Sup. Ct. No. CUD 15-653352) (September 3, 2015) the Defendant EVE
sought to take possession of 1108 Treat Avenue, which was the unit occupied by the Lopez
Family. ("Lopez UD Action").

39. In the second unlawful detainer action, entitled Eagle Vista Equities LLC v. Maria
T. Lopez, et. al. (SF Supr. Ct. CUD 15-653349) (September 3, 2015), Defendant EVE sought to

1 take possession of 1108 ½ Treat Unit, which is the lower-story occupied by the Plaintiff and her
2 family (“Hernandez UD Action”).

3 40. At all relevant times, Ms. Carney and Defendant EVE’s counsel knew that the
4 Plaintiff exclusively occupied the lower floor of the Treat Building as a tenant. On September 9,
5 2015, Plaintiff filed a Prejudgment Claim Form whereby she asserted her claim to right to
6 possession the Subject Premises as a lawful tenant of the Subject Premises in connection with the
7 Hernandez UD Action.

8 41. On September 14, 2015, Defendant EVE recorded a quitclaim deed by which the
9 Defendant EVE transferred its entire interest in the Subject Building by to Defendant GAP. The
10 quitclaim deed recited that: “[t]he Grantor and the Grantees in this conveyance are comprised of
11 the same parties who continue to hold the same proportionate interest in the property.”

12 42. Defendant GAP did not comply with California Civil Code § 1962 or Section
13 37.9(k) of the San Francisco Rent Ordinance subsequent to this change in ownership. At no time
14 during the prosecution of the eviction proceedings was the Plaintiff informed, in writing, or
15 otherwise, of any facts pertaining to Defendant GAP’s ownership interest in the Subject
16 Building.

17 43. October 9, 2015, Defendant EVE’s counsel returned Plaintiff’s tendered rent in
18 the amount of \$1,774. Defendant EVE’s eviction counsel rejected the rent payment, noting that
19 “no funds will be accepted while we are in litigation.”

20 44. On October 14, 2015, the Plaintiff notified Defendant EVE’s counsel of the
21 substandard housing conditions persisting at the Subject Premises. Counsel for the Defendant
22 EVE responded that she was unconcerned with the poor conditions and insisted, without further
23 thought or comment, that poor housing conditions were the responsibility of the Plaintiff.
24 Counsel for Defendant EVE warned the Plaintiff that she would find “some reason” to evict the
25 Plaintiff if she was unwilling to vacate voluntarily.

26 45. In late October 2015, the Plaintiff contacted the San Francisco Department of
27 Building Inspection (“DBI”) regarding the substandard conditions in her home which the
28 Wedgewood Defendants had deliberately refused to correct or inspect.

46. On October 19, 2015, the Plaintiff filed an answer in the Hernandez UD action
and objected, *inter alia*, that “[Defendant EVE] [was] not the real party in interest and thus does
not have standing to pursue this action...”

47. On December 7, 2015, Defendant WEDGEWOOD’s custodian of records, Olivia

1 Reyes, testified via sworn declaration in the Lopez UD Action that Defendant EVE is the
2 "owner" of the Subject Building. See, Declaration of Olivia Reyes in support of Motion for
3 Summary Judgment ¶ 5 ("5. Eagle Vista is the owner of the residential real property bearing
4 Assessor's Parcel Number 6521-005 and commonly known as 1108 Treat Avenue, City and
5 County of San Francisco, California 94110...")

6 48. On December 8, 2015, the DBI issued a notice of violation for "No Heat", was
7 issued, entitled DBI NOV complaint # 201583871 ("HEAT NOV"). By and through this HEAT
8 NOV, the DBI cited the owner of the Subject Premises to perform all repairs by restoring heat
9 within 15 days.

10 49. On December 8, 2015 a second NOV complaint was opened, entitled DBI NOV
11 complaint #201575332, ("GENERAL NOV"), citing the Subject Premises for numerous other
12 substandard conditions, including the proliferation of visible mold, severe dilapidations, severe
13 water intrusion, and a major rodent infestation.

14 50. On December 18, 2015, Maria T. Lopez filed a notice of bankruptcy stay in the
15 Lopez UD Action filed by Defendant EVE in connection with 1108 Treat Avenue, San
16 Francisco, CA, entitled In re Maria T. Lopez Case No. 5-bk-31552-HB, formerly pending before
17 the Northern District of California Bankruptcy Court.

18 51. On December 17, 2015, counsel for EVE, Mr. Bornstein threatened to "crush" the
19 Plaintiff in the event he discovered that the Subject Premises was an "illegal" unit. On
20 December 18, 2015, the Defendant EVE dismissed the Hernandez UD Action in its entirety
21 without prejudice.

22 52. On December 20, 2015, the Plaintiff, by and through her counsel of record, faxed
23 copies of the pending notices of violation to EVE's counsel of record.

24 53. On December 22, 2015, Defendant EVE filed a motion to lift a bankruptcy stay
25 filed by the Lopez Family. In her supporting declaration, dated December 22, 2015, Ms. Sheri
26 Crandall, falsely and fraudulently represented to the federal bankruptcy court judge that "Eagle
27 Vista Equities, LLC" and "Green Apple" were the same entity and were jointly the "bona fide
28 purchaser[s]" of the Subject Building on July 20, 2015. Ms. Crandall was well aware that
29 Defendant GAP and Defendant EVE were separate corporate entities, but sought to characterize
30 them in court records as a single "Movant" that bought the property at foreclosure.

31 54. On January 11, 2016, Ms. Natalia Carney appeared at the Subject Premises on
32 behalf of the Wedgewood Defendants to inspect the Subject Premises. Ms. Carney

1 acknowledged that she had full knowledge of the two NOVs—including the HEAT NOV and the
2 GENERAL NOV— still pending on the Subject Premises. The Plaintiff informed Ms. Carney
3 that the severe rains that were occurring during the winter were causing water to enter into the
4 home. Ms. Carney falsely represented to the Plaintiff that the Treat Building was a single family
5 home and interrogated the Plaintiff about whether the Plaintiff had contacted the Lopez Family,
6 who still remained living on the property.

6 55. On March 3, 2016, Defendant EVE secured a judgment for possession against the
7 Lopez Family in the LOPEZ UD ACTION under the false and fraudulent pretense that it (EVE)
8 remained the record owner despite the fact that the ownership of the Treat Building had already
9 been transferred entirely to Defendant GAP.

10 56. On or about May 26, 2016, Defendant EVE's counsel secured a writ of possession
11 to evict the Lopez Family.

12 57. Subsequent to the removal of the former owners of the Treat building, and
13 throughout June 2016, the Wedgewood Defendants undertook a massive and urgent effort to
14 remodel the upstairs dwelling unit at the Treat Building. The condition of the upstairs dwelling
15 unit is substantially better than the Subject Premises where the Plaintiff continued to live in
16 substandard and deplorable conditions.

17 58. In July 2016, the Wedgewood Defendants posted a listing for the sale of the Treat
18 Building, stating that the property was tenant-occupied, but that the Subject Premises was
19 "illegal." The Plaintiff is informed and believes and thereon alleges that the Wedgewood
20 Defendants are aware that the Subject Premises lacks the basic requirements of a habitable and
21 lawful unit, and yet have failed to undertake the necessary alteration work required to render the
22 unit legal.

23 59. On or about July 14, 2016, Natalia Carney, on behalf of the Wedgewood
24 Defendants, illegally demanded that the Plaintiff pay all rent due despite the pendency of the
25 HEAT NOV and the GENERAL NOV.

26 60. On July 20, 2016, the DBI performed an inspection of the Subject Premises and
27 found that the HEAT NOV and that the GENERAL NOV remained unabated.

28 61. On September 2, 2016, Defendant GAP listed the Treat Building for sale through
its real estate agents, Tanja Beck and Scott Rose, of Zephyr Realty. The listing described the
Treat Building as a "duplex, located in the heart of the smoking hot Mission District, is oozing
with potential."

1 62. On or about September 9, 2016, the Plaintiff was contacted by Scott Rose to
2 advise her that the Treat Building was being sold and demanding that she fill out an English-
3 language document purporting to require the Plaintiff to disclose her protected status in the event
4 of a future no-cause eviction ("Tenant Estoppel Disclosures"). Mr. Rose failed to provide the
5 Plaintiff with the translated material terms of this document as required by Civil Code § 1632
6 despite the fact it purported to adversely impact the Plaintiff by imposing inferior terms and
7 conditions on the Plaintiff. The Tenant Estoppel Disclosures stated that "Failure to submit a
8 statement to your landlord with supporting evidence within the 30-day period shall be deemed an
9 admission that you are not protected by either [Section 37.9(i) or 37.9(j) of the San Francisco
10 Rent Ordinance]." Additionally, none of the Wedgewood Defendants filed a copy of the Tenant
11 Disclosures with the San Francisco Rent Board within the ten days prescribed under Section
12 37.9(i)(4) and 37.9(j)(3) of the San Francisco Rent Ordinance.

13 63. In September 2016, the Wedgewood Defendants, by and through their real estate
14 agent, Scott Rose, an employee of Zephyr Realty, placed the Treat Building on their website for
15 listings. As of September 30, 2016, the Treat Building was listed with a selling price of
16 \$998,000, and classified as contingent.

17 64. On September 16, 2016, the Plaintiff received a notice to pay rent or quit from
18 Defendant GAP that demanded \$650.32 for rent accrued from September 9, 2016, through
19 September 30, 2016.

20 65. On September 19, 2016, the Plaintiff mailed the entirety of the payment requested
21 by Defendant GAP through the notice to pay rent or quit served on the Plaintiff on September 16,
22 2016. Together with her payment, the Plaintiff objected that Defendant GAP was violating Civil
23 Code 1962(c) by illegally demanding rent without first provided notice of change of record
24 ownership with fifteen (15) days of obtaining its ownership interest of, *inter alia*, the new
25 owner's identity and address where rent is to be paid. To date, no proper notice of change of
26 ownership had been served on the Plaintiff by Defendant EVE or GAP in conformance with
27 Civil Code 1962(c).

28 66. On September 29, 2016, Defendant GAP's real estate agent, Scott Rose, verbally
notified the Plaintiff that he would be appearing at the Subject Premises the following day. No
proper notice to enter the Subject Premises was provided to the Plaintiff. By letter, dated,
September 29, 2016, Plaintiff objected to the improperly noticed entrance into the Subject
Premises.

- 1 n. Code non-compliant and dangerously installed water heater,
- 2 o. Missing components in doors,
- 3 p. Improper construction of habitable space,
- 4 q. Missing door panel
- 5 r. Lack of window areas for code-required light, ventilation, and emergency egress;
- 6 s. Windows facing inside the living space,
- 7 t. No permanent, approved type, source of heat, able to provide code required heat;
- 8 u. Defective and improperly weatherproofed lighting fixtures creating fire and shock
- 9 hazards;
- 10 v. Excessively worn and dangerous flooring,
- 11 w. Cracked window glass panes,
- 12 x. Lack of secure and minimally compliant dead-bolt lock and barrel bolt locks,
- 13 y. Gaps and inadequately weatherproofed doors,
- 14 z. Lack of direct access to a bathroom within the dwelling,
- 15 aa. Dangerous outlet receptacles,
- 16 bb. Damaged and unsafe bathroom fixtures,
- 17 cc. Boarded up and improperly set doorways,
- 18 dd. Missing and defective tub and shower receptacle and tub faucet handle,
- 19 ee. Unsealed and missing bolts in the toilet
- 20 ff. Missing and dilapidated tub and toilet caulking,
- 21 gg. Water intrusion due to lack of weatherproofing,
- 22 hh. Tripping hazards due to damaged tiles and flooring.
- 23 ii. Unsafe stairs and inadequate structural supports;
- 24 jj. Damaged and dilapidated wood paneling, doors, flooring and walls,
- 25 kk. Exposed and corroded sewer plumbing lines;
- 26 ll. Inadequate roof downspout/gutter joints;

27 70. Despite written notice by Plaintiff and the DBI of the need to commence repairs at
 28 the Subject Premises, the Wedgewood Defendants failed and refused to make timely repairs. No
 repairs were commenced until several months after the DBI intervened through its code
 enforcement process.

71. Despite the issuance of the HEAT NOVE and the GENERAL NOV on December
 8, 2015, and despite having actual knowledge of the nature and severity of the GENERAL NOV

1 as early as December 20, 2015, the Wedgewood Defendants willfully failed and refused to take
2 immediate steps to abate the HEAT NOV and the GENERAL NOV.

3 72. The Wedgewood Defendants consistently failed to take reasonably prompt,
4 effective action despite actual and constructive notice of the defects set forth in the notices of
5 violations.

6 73. Subsequent to assuming ownership, Defendant GAP unlawfully and prematurely
7 demanded rent from Plaintiff in violation of Civil Code § 1924.4, thereby, giving rise to a claim
8 for statutory damages and attorney's fees.

9 74. Subsequent to assuming ownership over the Treat Building, Defendant GAP,
10 Defendant GAP unlawfully demanded and illegally secured rent by means of a notice to pay rent
11 or quit served during the pendency of unabated notices of violation and without first having
12 served proper notice of any change of ownership transferring title to Defendant GAP in
13 conformance with Civil Code § 1962(c).

14 75. At all times on and after September 14, 2015, Plaintiff maintained a landlord-
15 tenant relationship with Defendant GAP which was subject to the San Francisco Rent Ordinance,
16 Local Law, State law and the applicable agreement for the Subject Premises.

17 76. During the time they have owned and controlled the Subject Building,
18 Wedgewood Defendants and their agents were fully aware of the defective and dangerous
19 conditions set forth hereinabove. The Wedgewood Defendants continued to refuse to address the
20 habitability problems with the Subject Premises for a prolonged period of time in an effort to
21 cause the Plaintiff to vacate the Subject Premises.

22 77. Plaintiff is informed and believes and thereon alleges that the Wedgewood
23 Defendants are aware that the Subject Premises lacks the minimum requirements of a code-
24 compliant living space insofar as a legal dwelling unit requires interior access to bathroom
25 facilities. At all relevant times, the Wedgewood Defendants have failed to alter the Subject
26 Premises to conform to this basic requirement.

27 78. At all times relevant to this action, and at all times during her tenancy, Plaintiff
28 performed each and every obligation required under her rental agreement and applicable law
except those obligations for which she was excused and/or for which she was prevented from
performing by the Wedgewood Defendants' actions and/or omissions. None of the defective or
dangerous conditions at issue were caused by acts or omissions of the Plaintiff, or the wrongful
or abnormal use of the Subject Premises by Plaintiff or anyone acting under Plaintiff's authority.

1 79. The Wedgewood Defendants' consistent negligent and/or deliberate failure to
2 cure known defective conditions of the Subject Units constitutes a violation of Civil Code
3 Section 1941.1, Health and Safety Code Section 17920.3, as well as other laws enacted to protect
4 the health and safety of tenants renting residential rental property. Wedgewood Defendants by
5 their actions and omissions set forth herein created an unsafe and substandard living environment
6 for the Plaintiff.

7 80. Plaintiff's tenancy at the subject premises was subject to the provisions of Chapter
8 37 of the San Francisco Administrative Code, the San Francisco Rent Ordinance. Under the Rent
9 Ordinance, the Wedgewood Defendants' ability to increase the Plaintiff's rent was limited. Because
10 Plaintiff's rent was substantially below market, the Wedgewood Defendants had and have a strong
11 financial incentive to evict the Plaintiff and/or otherwise have her move from the subject premises.
12 Under the Rent Ordinance, the Plaintiff had a right to continue in possession of the Subject Premises
13 at rent controlled rents subject only to the "just causes" for eviction under Chapter 37.9(a) of the
14 San Francisco Administrative Code. The Wedgewood Defendants were aware that they would
15 reap a substantial financial reward should Plaintiff vacate the Subject Premises and the Wedgewood
16 Defendants committed the acts hereinafter alleged in order to cause Plaintiff to vacate the subject
17 premises.

18 81. The Wedgewood Defendants' refusal to promptly respond to the Plaintiff's requests
19 for repairs and its refusal to address the longstanding notices of violation issued by the SF DBI was
20 part of a business practice to pressure rent-controlled tenants to move out of their rent controlled
21 apartments thus permitting the Wedgewood Defendants to illegally collect and overcharge rent for
22 her unit without limit. The Wedgewood Defendants long refused to accommodate Plaintiff's
23 requests for repair of her home with the hope and anticipation that, in so doing, the Plaintiff would
24 vacate the Subject Premises.

25 82. The Wedgewood Defendants' actions and omissions alleged herein proximately
26 caused Plaintiff to suffer the following damages: personal injury, emotional distress, decrease in
27 housing services without a corresponding reduction in rent, and/or excessive payment of rent,
28 fear of loss of housing, substantial discomfort and annoyance, the amount of which exceeds the
minimum jurisdictional threshold of this Court [over \$25,000] and which will be proven at trial.

 83. In committing the acts and omissions alleged herein, the Wedgewood Defendants
acted with specific intent to cause injury to Plaintiff. The Wedgewood Defendants' conduct was
without right or justification and was done for the purpose of depriving Plaintiff of her right to

1 possession of the Subject Unit. Plaintiff is informed and believes and thereby alleges, that the
2 Wedgewood Defendants' actions were done in total disregard for the safety and welfare of
3 Plaintiff and her children, with malice, oppression, and fraud, as defined in Civil Code Section
4 3294, and therefore Plaintiff should recover, in addition to actual damages, damages to make an
5 example of and punish Wedgewood Defendants. The Wedgewood Defendants' actions were
6 fraudulent insofar as the Wedgewood Defendants represented that they would and did maintain
7 the Subject Premises and properly perform necessary repairs to render the space habitable,
8 intending for Plaintiff to rely on such representations, but Defendants did not actually do so or
intend to do so.

9 84. During her occupancy of the Treat Property, Plaintiff notified the Wedgewood
10 Defendants and/or their agents, of the defective and dangerous conditions listed above, among
11 others, and requested that the Wedgewood Defendants have them repaired. Despite these
12 requests, and despite the issuance of notices of violation concerning serious housing code
13 violations, the Wedgewood Defendants, and each of them, failed and/or refused to repair the
conditions, and/or have done so in a negligent and/or unreasonable fashion and in bad faith.

14 85. Plaintiffs notified the Wedgewood Defendants of the defective conditions with no
15 effective response. Despite such notice, Plaintiff was told that she was the cause of any such
16 habitability defects and that the Wedgewood Defendants would find a reason to evict her.

17 86. The Wedgewood Defendants were at all times fully aware that they, acting as
18 managers and operators at the property, had failed to maintain it to the standard of habitability as
19 required by law. In addition to the foregoing substandard and defective conditions, including
20 water intrusion, the apartment lacked other necessary characteristics to be a habitable dwelling.

21 87. The Wedgewood Defendants have knowingly and maliciously discriminated
22 against Plaintiff due to her race, primary language, national-origin, familial status, and socio-
economic status.

23 88. The Wedgewood Defendants exhibited wanton and blatant disregard of these
24 unsanitary and uninhabitable conditions, as most were manifestly visible to the untrained
observer.

25 89. The Wedgewood Defendants demonstrated gross and wanton disregard for the
26 Plaintiff's housing conditions by undertaking substantial repairs and remodeling of the formerly-
27 owner-occupied upstairs unit in the Treat Building while concomitantly ignoring the conditions
28 in her home.

1 90. The Wedgewood Defendants did not perform their obligations under the rental
2 agreement in ways that include, but are not limited to the following:

- 3 a. Breaching the warranty of habitability by not making the needed repairs and not
4 providing heat;
- 5 b. Failing to maintain the Premises in a safe and habitable condition;
- 6 c. Failing to undertake steps to legalize the unit,
- 7 d. Depriving the Plaintiff of basic housing services,
- 8 e. Illegally demanding and collecting rent, and
- 9 f. Denying Plaintiff's peaceable quiet enjoyment of the Premises.

10 91. As a direct and proximate result of the above conduct and resultant conditions in
11 the Premises, Plaintiffs have suffered and continue to suffer severe physical, mental, and
12 emotional pain, injury and distress, including, but not limited to, respiratory ailments, shortness
13 of breath, wheezing, coughing, eye irritation, interrupted sleep, general discomfort and fatigue,
14 embarrassment, humiliation, discomfort, exacerbation and annoyance, all to their general damage
15 in an amount to be proven at trial.

16 92. As a direct and proximate result of the above acts by the Wedgewood
17 Defendants, and each of them, Plaintiff was forced to endure deplorable conditions that caused
18 her substantial emotional distress and deprived of her lawful right to a habitable living space.

19 93. The Wedgewood Defendants endeavored to recover possession of the Premises in
20 bad faith through unlawful harassment and other means, including but not limited to the
21 following actions:

- 22 a. Refusing to perform effective repairs of the severely dilapidated conditions which
23 rendered the Premises uninhabitable;
- 24 b. Failing to take steps to legalize the unit,
- 25 c. Illegally demanding and collecting rent,
- 26 d. Seeking to force Plaintiffs to vacate the Premises by permitting the Premises to fall into
27 and/or remain in a condition that was a threat to the health and safety of Plaintiff, and any
28 occupants, in an effort to recover the rent-controlled apartment.

 94. As a direct and proximate result of the above mentioned conduct, Plaintiffs have
suffered and continue to suffer damages, all in an amount to be proven.

 95. The Wedgewood Defendants' conduct was without right or justification and done
for the purpose of depriving Plaintiff of her right to possession of the Subject Premises. The

1 Wedgewood Defendants engaged in the above-described conduct with the knowledge that the
2 conduct was without right or justification and without regard for the fact that it would cause
3 injury to Plaintiff, notwithstanding their obligation to comply with applicable ordinances and
4 statutes providing for quiet possession and enjoyment of the Subject Premises. Plaintiff is
5 therefore entitled to punitive damages.

6 **FIRST CAUSE OF ACTION**
7 **NUISANCE**
8 **(AGAINST ALL DEFENDANTS)**

9 96. Plaintiff realleges and incorporates each of the foregoing allegations as though
10 fully set forth herein.

11 97. The defective, hazardous, unlawful, and dangerous conditions of the Subject
12 Premises as alleged herein, constituted and continues to persist a nuisance within the meaning of
13 Civil Code Section 3479 and Code of Civil Procedure Section 731 in that they deprived Plaintiff
14 of the safe, healthy and comfortable use of their Subject Premises, were indecent and offensive
15 to the senses, were obtrusive to the free use of the Subject Premises, and caused Plaintiff
16 significant damage and injury.

17 98. The Wedgewood Defendants owed a duty to Plaintiff as the as the owners,
18 landlords and managers of the Subject Premises, which they breached by, among other things,
19 maintaining and/or failing to abate a nuisance within the meaning of Civil Code Section 3479
20 and Code of Civil Procedure Section 731.

21 99. As a proximate result the Wedgewood Defendants' improper maintenance and/or
22 failure to abate the nuisance, Plaintiff suffered personal injury, discomfort, emotional distress
23 and annoyance, in an amount to be determined at trial.

24 100. In maintaining the nuisance, the Wedgewood Defendants have acted with full
25 knowledge of the consequences thereof and of the harm being caused to Plaintiff and her
26 family. Despite this knowledge, the Wedgewood Defendants failed to fully abate the nuisance
27 by repairing the defective and dangerous conditions of the Subject Premises or causing them to
28 be repaired in a timely and proper manner. The Wedgewood Defendants' acts and omissions
alleged herein have proximately caused Plaintiff to suffer the following damages: personal

1 injury, emotional distress, decrease in housing services without a corresponding reduction in
2 rent, overpayment and/or excessive payment of rent, fear of loss of housing, substantial
3 discomfort and annoyance, the amount of which exceeds the minimum jurisdictional threshold
4 of this Court [over \$25,000] and which will be proven at trial.

5 101. The Defendants' actions and/or failure to act were both oppressive and malicious
6 within the meaning of Civil Code Section 3294, in that it subjected Plaintiff to cruel and unjust
7 hardship in willful and conscious disregard of her rights and safety. As such, Plaintiff is entitled
8 to recover punitive damages in an amount to be determined at trial.

9
10 **SECOND CAUSE OF ACTION**
11 **NEGLIGENCE**
12 **(AGAINST ALL DEFENDANTS)**

13 102. Plaintiff realleges and incorporates each of the foregoing allegations as though
14 fully set forth herein.

15 103. By reason of the landlord-tenant relationship between the Wedgewood
16 Defendants and Plaintiff, the Wedgewood Defendants owed Plaintiff the duty to exercise
17 reasonable care in the management and control of their real property, a duty to provide Plaintiff
18 with a residential rental property meeting minimum standards of habitability, and were required
19 to allow Plaintiff the peaceful and quiet enjoyment of the Subject Premises.

20 104. The Wedgewood Defendants failed to exercise reasonable care in failing to
21 update their change of ownership with local enforcement agencies, such as the SF DBI.

22 105. By the conduct alleged herein, the Wedgewood Defendants negligently breached
23 their duties owed to Plaintiff.

24 106. As a direct and proximate result of the conduct of the Wedgewood Defendants
25 alleged herein, Plaintiff has suffered the following damages: personal injury, emotional distress,
26 decrease in housing services without a corresponding reduction in rent, overpayment and/or
27 excessive payment of rent, fear of loss of housing, substantial discomfort and annoyance, the
28 amount of which exceeds the minimum jurisdictional threshold of this Court [over \$25,000] and
which will be proven at trial. As alleged herein, Defendants' conduct also justifies the imposition

1 of punitive damages.

2
3 **THIRD CAUSE OF ACTION**
4 **BREACH OF STATUTORY WARRANTY OF HABITABILITY**
5 **(AGAINST ALL DEFENDANTS)**

6 107. Plaintiff realleges and incorporates each of the foregoing allegations as though
7 fully set forth herein.

8 108. By the acts and omissions alleged herein, the Wedgewood Defendants have
9 violated various statutes pertaining to the warranty of habitability under California law,
10 including, among others, Civil Code Section 1941, *et.seq.*, and Health and Safety Code Section
11 17920.3, *et.seq.* related to the warranty of habitability for the Subject Units and Subject
12 Premises.

13 109. The Wedgewood Defendants knew of and failed to repair these dangerous and
14 defective conditions within a reasonable time, or at all. Accordingly, Plaintiff is informed and
15 believes, and hereon alleges, that the Wedgewood Defendants had actual and or constructive
16 notice of each of the defective conditions described herein at all relevant times. Despite said
17 notice, Wedgewood Defendants failed to take all reasonable and necessary steps to repair such
18 conditions at all times relevant herein.

19 110. Plaintiff has complied with her lawful obligations under her operative rental
20 agreement.

21 111. Plaintiff has done nothing to cause, create or contribute to the existence of the
22 defective conditions alleged herein. Further, the Subject Premises, as they existed in a defective
23 and dangerous condition, had no rental value whatsoever or a very limited rental value.

24 112. As a direct and proximate result of Wedgewood Defendants' breach of statutory
25 warranty of habitability and the Wedgewood Defendants' failure to repair the defective and
26 dangerous conditions of the Subject Premises, Plaintiff has suffered damages in an amount to be
27 proven at trial.

28 113. The Wedgewood Defendants failed to protect the life, safety and property of
Plaintiff. Instead, they disregarded housing and safety laws to the Plaintiff's detriment and for

1 their benefit.

2 114. The Wedgewood Defendants knew or should have known that permitting the
3 defective conditions alleged herein to exist at the Subject Premises injured, and would continue
4 to injure, Plaintiff's physical and emotional health and well-being, and that such conduct would
5 constitute a serious threat and danger to his health and safety.

6 115. As a direct and proximate result of Wedgewood Defendants' conduct, the Subject
7 Premises and the common areas of the Subject Premises were in a substandard condition.
8 Plaintiff has suffered damages, including personal injury, economic loss, non-economic loss and
9 general damages, as well as emotional distress, all to their detriment, in an amount over the
10 minimum jurisdictional limit of this court and to be determined at trial. As alleged herein, the
11 Wedgewood Defendants' conduct also justifies the imposition of punitive damages.

12 **FOURTH CAUSE OF ACTION**
13 **BREACH OF IMPLIED WARRANTY OF HABITABILITY**
14 **(AGAINST ALL DEFENDANTS)**

15 116. Plaintiff realleges and incorporates each of the foregoing allegations as though
16 fully set forth herein.

17 117. The warranty of habitability is implied in all residential rental agreements and
18 imposes upon a landlord the obligation to maintain the leased dwelling in a habitable condition
19 throughout the term of the lease. This implied warranty of habitability is a corollary to the
20 residential landlord's statutory obligation under Civil Code Section 1941, *et seq.*

21 118. The Wedgewood Defendants violated the warranty of habitability implied in
22 Plaintiff's rental agreement and implied by his tenancy at the Subject Units, by undertaking the
23 course of conduct described herein that directly resulted in the existence of the defective and
24 dangerous conditions alleged herein.

25 119. The Wedgewood Defendants failed to protect the life, safety and property of
26 Plaintiff. Instead, they disregarded housing and safety laws to Plaintiff's detriment and for their
27 benefit.

28 120. The Wedgewood Defendants knew or should have known that permitting the
defective conditions alleged herein to exist at the Subject Premises injured, and would continue

1 to injure, Plaintiff's physical and emotional health and well-being, and that such conduct would
2 constitute a serious threat and danger to Plaintiff's health and safety.

3 121. As a direct and proximate result of Wedgewood Defendants' conduct, the Subject
4 Premises and the common areas of the Subject Premises were in a substandard condition.
5 Plaintiff has suffered damages, including personal injury, economic loss, non-economic loss and
6 general damages, as well as emotional distress, all to their detriment, in an amount over the
7 minimum jurisdictional limit of this court and to be determined at trial. As alleged herein,
8 Wedgewood Defendants' conduct also justifies the imposition of punitive damages.

9
10 **FIFTH CAUSE OF ACTION**
11 **BREACH OF THE COVENANT OF QUIET ENJOYMENT**
12 **(AGAINST ALL DEFENDANTS)**

13 122. Plaintiff realleges and incorporates each of the foregoing allegations as though
14 fully set forth herein.

15 123. By the acts and omissions described above, the Wedgewood Defendants
16 interfered with, interrupted, and deprived Plaintiff of the full and beneficial use of the Subject
17 Premises and disturbed their peaceful possession of the Subject Premises.

18 124. These acts of interference, interruption, deprivation, and disturbance by the
19 Defendants amounted to breaches of the covenant of quiet enjoyment implied in all rental
20 agreements, and codified in California Civil Code § 1927 and California Civil Code § 1954.

21 125. The Wedgewood Defendants' attempted, unannounced intrusions into the Subject
22 Premises, misinformation and harassment, and threats of unlawful displacement have invaded
23 and interrupted the tranquility of the Plaintiff's possession of their home.

24 126. As a direct and proximate result of the Wedgewood Defendants' violation of
25 Plaintiff's right to the quiet enjoyment of the Subject Premises, Plaintiff has suffered, and
26 continues to suffer, actual damages and general damages in an amount to be determined at trial.
27 Wedgewood Defendants' conduct as alleged herein also justifies the imposition of punitive
28 damages.

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1 fully set forth herein.

2 133. Throughout Plaintiffs tenancy, the Wedgewood Defendants intentionally and
3 willfully failed to disclose to Plaintiff that the subject property was an illegal unit.

4 134. Defendant's failure to disclose the material facts herein above was done
5 intentionally and with the intent to induce said Plaintiff to rely thereon, including, renting it, and
6 remaining there paying rent. Had Plaintiff known the true facts, she would not have rented the
7 subject unit. At the time Plaintiff took the actions herein alleged, she was ignorant of the facts
8 concealed by Defendant. On reasonable and justifiable reliance on the Wedgewood Defendant's
9 factual concealment and failure to disclose, said Plaintiff was induced to, among other things,
10 lease, pay rent and occupy the subject unit.

11 135. By and through their agent(s), the Wedgewood Defendants have misinformed the
12 Plaintiff and the Courts that the Plaintiff could lawfully be evicted by Defendant Eagle Vista
13 Equities, LLC, despite the fact that Defendant Eagle Vista Equities, LLC, lacked standing to
14 evict the Plaintiff.

15 136. By and through their agent(s), the Wedgewood Defendants have misinformed the
16 Plaintiff and the Courts that the Plaintiff was a non-tenant who could lawfully be evicted by
17 Defendant Eagle Vista Equities, LLC without just cause.

18 137. By and through their agent(s), the Wedgewood Defendants falsely represented to
19 agents of the SF DBI that they were unable to promptly provide heating to the Subject Premises
20 due to their purported inability to access the upper unit of the Treat Building. Plaintiff was
21 wrongfully deprived of the benefits of a heat for a prolonged period of time due to the
22 Wedgewood Defendants' fraudulent misrepresentation to the DBI that enforcement of her right
23 to habitable condition was caused by something other than mere neglects and disregard.

24 138. By and through their agent(s), the Wedgewood Defendants have fraudulently
25 leased the Subject Premises under the false and fraudulent pretense that it is a lawful dwelling
26 space. Plaintiff is informed and believes and thereon alleges that the unit in which she resides is
27 an illegally converted apartment in violation of local law and cannot lawfully be rented out as a
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1 dwelling unit at all relevant times during Plaintiff's tenancy. Plaintiff is informed and believes
2 and thereon alleges that the Wedgewood Defendants knew said apartment was an illegal unit but
3 intentionally failed to disclose such fact to Plaintiff and instead held out the apartment to her as a
4 lawful and appropriate residential rental unit throughout his tenancy, and Plaintiff relied upon
5 such representations in renting and continuing to rent the apartment from Defendant.

6 139. By and through their agent(s), the Wedgewood Defendants falsely and
7 fraudulently represented to the Plaintiff that she was legally responsible for all defects in the
8 Subject Premises and that there existed a lawful cause to evict her.

9 140. By and through their agent(s), the Wedgewood Defendants falsely represented to
10 the Plaintiff that Defendant GAP would not collect rent only to surprise the Plaintiff by illegal
11 overcharging her rent monies prohibited under Civil Code § 1962(c) and Section 37.11A of the
12 San Francisco Rent Ordinance.

13 141. As a proximate result of the Wedgewood Defendants' factual concealment and
14 failure to disclose, Plaintiff was hurt and injured, sustaining injuries to his body and shock and
15 injuries to his nervous system, all of which have caused and continue to cause Plaintiff great
16 mental, physical and nervous pain and suffering.

17 142. As a further proximate result of the acts and/or omissions of the Wedgewood
18 Defendants, Plaintiff has suffered other consequential and incidental damages, in amounts to be
19 demonstrated by proof at the time of trial.

20 143. The Wedgewood Defendants' and omissions were fraudulent and oppressive
21 within the meaning of Civil Code §3294 in that such concealment was willful, wanton, and done
22 with conscious disregard to Plaintiffs rights and safety in that the failure to disclose and
23 concealment of facts subjected Plaintiff to cruel and unjust hardship, justifying an award of
24 punitive damages in an amount to be determined at trial.

25
26 **EIGHTH CAUSE OF ACTION**
27 **VIOLATION OF THE RENT ORDINANCE, CHAPTER 37 OF THE**
28 **SAN FRANCISCO ADMINISTRATIVE CODE – COUNT ONE— § 37.11A**
(AGAINST ALL DEFENDANTS)

144. Plaintiff realleges and incorporates each of the foregoing allegations as though

1 fully set forth herein.

2 145. The Wedgewood Defendants violated Section 37.11A of the San Francisco Rent
3 Ordinance by requiring Plaintiff to pay a monthly rental amount for the Subject Premises which
4 exceeded and/or exceeds the limitations set forth in the San Francisco Rent Ordinance, due to the
5 failure to comply with Civil Code § 1962(c) before illegally overcharging, collecting and
6 retaining rent payments, decreasing housing services without a corresponding reduction in rent
7 resulting from the nuisance, harassment, and defective and dangerous conditions of the Subject
8 Premises alleged herein, the breaches of the warranty of habitability alleged herein, the breaches
9 of covenant of quiet enjoyment alleged herein.

10 146. The Wedgewood Defendants violated Section 37.11A of the San Francisco Rent
11 Ordinance by requiring Plaintiff to pay a monthly rental amount for the Subject Premises which
12 exceeded and/or exceeds the limitations set forth in the San Francisco Rent Ordinance, due to
13 their failure to provide a habitable dwelling space that conforms with the housing code
14 requirement of having interior access to bathroom facilities. Plaintiff is informed and believes
15 and thereon alleges that the Wedgewood Defendants know that the Subject Premises lacks direct
16 access to a bathroom is, therefore, substandard and non-habitable.

17 147. The Wedgewood Defendants had actual and constructive knowledge of the
18 decreases in housing services and/or non-habitable conditions described herein and they failed to
19 grant Plaintiff a corresponding reduction in rent. By failing to reduce Plaintiff's rent to
20 compensate for the decreases in housing services at the Subject Premises, as well as the other
21 allegations herein, the Wedgewood Defendants have charged a rent for the Subject Units which
22 exceeds the limitations set forth in the Rent Ordinance in an amount that is unknown specifically
23 at present but to be determined at trial.

24 148. Pursuant to Section 37.11A of the San Francisco Rent Ordinance, the Plaintiff is
25 entitled to a rebate of all rent overcharges paid in amounts to be proven at trial and an award of
26 reasonable attorney's fees.

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1 Francisco Housing Code § 1001(b) provides that a dwelling unit requires a bathroom. The
2 Plaintiff is informed and believes and thereon alleges that the Wedgewood Defendants know that
3 the Subject Premises lacks direct access to a bathroom is, therefore, substandard and non-
4 habitable.

5 154. As a direct and proximate result of said acts and omissions on the part of the
6 Wedgewood Defendants, Plaintiff has suffered the following damages: personal injury,
7 emotional distress, decrease in housing services without a corresponding reduction in rent,
8 overpayment and/or excessive payment of rent, fear of loss of housing, substantial discomfort
9 and annoyance, the amount of which exceeds the minimum jurisdictional threshold of this Court
[over \$25,000] and which will be proven at trial.

10 155. The San Francisco Rent Ordinance provides for an award of reasonable attorney's
11 fees to the prevailing Plaintiff to any action brought under this section, and Plaintiff is entitled
12 such an award of attorney's fees from the Wedgewood Defendants.

13 156. The Rent Ordinance provides for an award of not less than three times the actual
14 damages for violation thereof if the landlord attempts to or actually recovers possession of a
15 controlled unit in violation of the requirements of the Rent Ordinance, as has occurred here.
16 Furthermore, if as is here, the Wedgewood Defendants acted in knowing violation of or in
17 reckless disregard of Section 37.9 or 37.10A of the Rent Ordinance, Plaintiff is entitled to a
18 trebling of their damages for emotional distress. The Wedgewood Defendants' conduct as
19 alleged herein also justifies the imposition of punitive damages.

20 **TENTH CAUSE OF ACTION**
21 **RETALIATION IN VIOLATION OF CIVIL CODE SECTION 1942.5**
22 **(AGAINST ALL DEFENDANTS)**

23 157. Plaintiff realleges and incorporates each of the foregoing allegations as though
24 fully set forth herein.

25 158. After Plaintiff complained to Wedgewood Defendants regarding habitability
26 issues, complained to Defendants regarding their non-compliance with Civil Code § 1962(c), and
27 notified the DBI of habitability issues, the Wedgewood Defendants subjected the Plaintiff to a
28 course of unlawful harassment and intimidation and including interfering with Plaintiff's right to
quiet use and enjoyment of the Subject Premises, improperly overcharging rents, attempting to

1 influence Plaintiff through coercion and/or intimidation in an effort to force Plaintiff to vacate
2 the Subject Premises.

3 159. In so doing, the Defendants violated Civil Code Section 1942.5 by retaliating
4 against Plaintiff after she lawfully exercised her rights under the law.

5 160. Plaintiff has performed all of her obligations under the rental agreement except
6 those obligations for which she was excused or which he was prevented from performing by the
7 Defendants' actions and/or omissions.

8 161. As a direct and proximate result of the Wedgewood Defendants' conduct alleged
9 herein, Plaintiff has suffered and continues to suffer actual and special damages, including
10 mental and emotional distress. Plaintiff is also entitled to statutory damages, civil penalties,
11 punitive damages and reasonable attorney's fees pursuant to Civil Code section 1942.5 against
12 Defendants in an amount to be determined at trial.

13 **ELEVENTH CAUSE OF ACTION**
14 **VIOLATION OF CIVIL CODE SECTION 1942.4**
15 **(AGAINST ALL DEFENDANTS)**

16 162. Plaintiff realleges and incorporates each of the foregoing allegations as though
17 fully set forth herein.

18 163. As alleged herein, Wedgewood Defendants had a duty under California law to
19 maintain the Subject Premises in a tenantable condition fit for human occupancy. Defendants
20 failed to maintain the Subject Premises as required by law. Wedgewood Defendants had actual
21 and constructive knowledge of the housing violations in the Subject Premises.

22 164. Said premises were inspected by officials of the SF DBI, resulting in the issuance
23 of the HEAT NOV and the GENERAL NOV.

24 165. The conditions which were the subject of the NOVs referenced above continued
25 unabated for more than 35 days after the issuance of said NOVs.

26 166. The Wedgewood Defendants, by and through their authorized agent, Natalia
27 Carney, demanded rent from Plaintiff after 35 days had elapsed after the issuance of the NOV
28 and prior to the abatement of the subject NOVs.

167. By committing the acts complained of above, the Wedgewood Defendants

1 violated Civil Code Section 1942.4, and are liable for actual damages sustained by Plaintiff, and
2 for statutory damages of not less than \$100 and not more than \$5,000 for each violation of the
3 statute, as well as for recovery of reasonable attorney's fees.

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5 **TWELFTH CAUSE OF ACTION**
6 **NEGLIGENCE *PER SE***
7 **(AGAINST ALL DEFENDANTS)**

8 168. Plaintiff realleges and incorporates each of the foregoing allegations as though
9 fully set forth herein.

10 169. Defendants violated their duty of care to Plaintiff and violated their statutory
11 duties to Plaintiff by violating certain housing, building, and fire codes, local ordinances, and
12 state statutes, including but not limited to the Uniform Housing Code, Civil Code Sections 789.3,
13 and 1941 and 1941.1, *et seq.*, Civil Code Section 1942.4, Health and Safety Code Sections 17910
14 *et seq.* (including but not limited to Code Section 17920.3), San Francisco Municipal Health
15 Code, San Francisco Building Code, San Francisco Housing Code, as well as numerous other
16 code violations.

17 170. At all times relevant, Plaintiff belonged to a class of persons for which these
18 statutes were designed to offer protection. The harm that has occurred to Plaintiff as a result of
19 Defendants violation of the laws, codes, ordinances, and statutes referenced above is they type of
20 harm these laws, codes, ordinances, and statutes were designed to prevent.

21 171. As a proximate result of Wedgewood Defendants negligent violation of the
22 statutory duty, as set forth herein, Plaintiff has suffered actual, special, and general damages in
23 an amount to be determined at trial. Wedgewood Defendants' conduct as alleged herein also
24 justifies the imposition of punitive damages.

25 **THIRTEENTH CAUSE OF ACTION**
26 **UNFAIR BUSINESS PRACTICES**
27 **(AGAINST ALL DEFENDANTS)**

28 172. Plaintiff realleges and incorporates each of the foregoing allegations as though
fully set forth herein.

173. Plaintiff brings this action under Business and Professions code section 17200 et

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seq. and 17500 on behalf of the general public and as private parties affected by the acts described in this complaint.

174. At all times relevant herein, the Wedgewood Defendants have conducted business under the laws of the State of California and of the City and County of San Francisco.

175. In conducting said business, the Wedgewood Defendants were, and continue to be, obligated to comply with the laws of the State of California and of the City and County of San Francisco.

176. Plaintiff is informed and believes, and on that basis alleges, that it is the regular practice of the Wedgewood Defendants, who own currently or previously owned and/or managed various residential units, to maintain rental properties in unsafe and substandard condition, and wrongfully endeavor to increase rents and/or recover possession of tenants' rental units in violation of the San Francisco Rent Ordinance, State and Federal law.

177. Plaintiff is informed and believes, and on that basis alleges, that the Wedgewood Defendants instituted a systematic practice of failing to make necessary and ordered repairs of the Subject Premises and similar residential units for the purpose of inducing Plaintiff and other long-term rent controlled tenants to vacate the Subject Premises and other residential tenant-occupied properties owned and managed by the Wedgewood Defendants. Said conduct is part of a business scheme that is intended to increase profits derived from reselling distressed properties without regard to the lawful obligations of the Wedgewood Defendants under the San Francisco Rent Ordinance and other local and state law, in order to reduce the expenses needed for reasonable and legal upkeep and maintenance of the Subject Premises and to promptly remove and replace tenants with new purchasers who would have to pay substantially more than the foreclosed price.

178. In furtherance of their objectives of expeditiously clearing out tenants from purchased properties, Plaintiff is informed and believes and thereon alleges that the Wedgewood Defendants subjected Plaintiff and other similarly-situated Latino immigrant tenants to the following unfair business practices, including, *inter alia*:

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- a. Failing to comport with legally-mandated diligence in inspecting recently-purchased foreclosed properties and investigating the facts surrounding the tenancy rights of occupants;
- b. Failing and refusing to comply with housing code violations, health code violations, and/or orders of abatement reflecting severely distressed and unsafe housing conditions present in residential properties;
- c. Failing to provide a lawful and code-compliant dwelling unit;
- d. Directing bilingual agents, such as Natalia Carney, to pressure Latino tenants into voluntarily relinquish properties their tenancies and to otherwise create an atmosphere of fear and uncertainty regarding their right to peaceably and safely enjoy continued possession of their rent-controlled homes;
- e. Failing to secure “buyout negotiation” disclosure release forms from tenants, such as the Plaintiff, as required under Section 37.9E of the San Francisco Rent Ordinance before engaging in coercive buyout negotiations;
- f. Subjecting Spanish-speaking Latino immigrant tenants to coercive, unlawful and unsolicited “cash-for-keys” negotiations in which agents, such as Natalia Carney, demanded that tenants voluntarily vacate these rent-controlled properties or else face reprisals in the form being forcibly removed by law enforcement;
- g. Failing to comply with legal notice requirements —such as Civil Code § 1962(c) and Section 37.9(k) of the San Francisco Rent Ordinance — in an effort to mislead and misinform tenants about their rights to continue their tenancies
- h. Failing to provide Spanish-language translations of documents purporting to modify their tenancy rights;
- i. Failing and refusing to conduct repairs or promptly and timely respond to notices of violations issued by local authorities;
- j. Fabricating bogus grounds for eviction of rent-controlled tenants without specifying lawful cause and otherwise engaging in abusive and frivolous unlawful detainer

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litigation tactics;

- k. Knowingly submitting false information to the courts and city government agencies in an effort to expedite unlawful eviction efforts;
- l. Failing to update contact and address information with city officials for purposes of abating notices of violation;
- m. Using unannounced entries and verbal harassment to disturb tenants;
- n. Recording fraudulent ownership documents to facilitate transfers of properties;
- o. Engaging in fraudulent transfers of properties to circumvent lawful obligations;
- p. Colluding with third-parties to deprive tenants of their deprive rent-controlled homes without due process of law;
- q. Pressuring monolingual Latino immigrant rent-controlled tenants to accept move-out deals without any just cause basis.
- r. Engaging in conduct that violated Civil Code § 1941; Civil Code § 1942.4; and numerous other health, safety and housing codes.

179. By reason of said acts, the named Wedgewood Defendants have, and continue to engage in unfair business practices in violation of Business and Professions Code §§ 17200 et seq. and 17500 et seq.

180. The actions of the Wedgewood Defendants is part of an overall business plan designed and intended to increase profits illegally and cause substantial numbers of tenants to vacate their rent controlled units.

181. As a direct and proximate result of said practices, Plaintiff and other members of the public have been and will be damaged.

182. Plaintiffs have suffered and/or continue to suffer irreparable harm due to Defendants' continuing violation of the aforementioned statutes. Plaintiffs have been injured in fact and have suffered a loss of money or property in an amount to be determined at trial, but which amount is within the jurisdictional requirements of this Court.

183. As a direct and proximate result of the aforementioned acts and omissions, the

1 Wedgewood Defendants have been unjustly enriched at Plaintiff's expense, and Plaintiff is
2 entitled to restitution in an amount to be proven at trial.

3 184. An action for restitution against the Wedgewood Defendants is specifically
4 authorized by Business and Professions Code § 17203.

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6 **FOURTEENTH CAUSE OF ACTION**
7 **VIOLATION OF UNRUH ACT (CIVIL CODE § 51)**
8 **(AGAINST ALL DEFENDANTS)**

9 185. Plaintiff realleges and incorporates each of the foregoing allegations as though
10 fully set forth herein.

11 186. The Wedgewood Defendants, in violation of California Civil Code § 51, have
12 discriminated against plaintiff on the basis of her primary language, national origin, familial
13 status, and race.

14 187. Plaintiff was targeted for verbal intimidation, fraudulent eviction proceedings, and
15 other harassing tactics by the Wedgewood Defendants' bilingual agent because of her perceived
16 vulnerability as a monolingual, Spanish-speaking immigrant having little grasp of her rights under
17 state and local law.

18 188. Plaintiff was deprived of Spanish-language translations of notices and other
19 documentation—such as the Estoppel Disclosure Forms—to cause her to forfeit substantive rights
20 Plaintiff was subjected to disparate and inferior terms and conditions in regard to her tenancy on
21 account of the fact that her primary language is Spanish.

22 189. The conduct of the Wedgewood Defendants alleged above was done in conscious
23 disregard of plaintiff's rights. Plaintiff is therefore entitled to actual, statutory and punitive
24 damages in amounts to be determined at trial.

25 190. By reasons of defendants' unlawful acts, practices, and omissions, plaintiffs have
26 suffered monetary damages, humiliation, mental anguish, and physical and emotional distress
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1 191. Plaintiffs have no adequate remedy at law to prevent the continuing and unlawful
2 conduct of the Wedgewood Defendants and, unless enjoined, the Wedgewood Defendants' acts
3 will result in great and irreparable injury to plaintiffs and other similarly situated persons.

4 192. The unlawful acts and practices of defendants alleged herein were reckless and
5 willful, and caused injury to the Plaintiff. Therefore, an award of punitive damages, sufficient to
6 punish the Wedgewood Defendants and to serve as an example to deter them from similar
7 conduct in the future, should be made. Plaintiff claims such amount of damages together with
8 pre-judgment interest thereon pursuant to California Code §3287, 3288, and/or any other
9 applicable provision providing for prejudgment interest.

10 193. The unlawful acts and practices of the Wedgewood Defendants alleged herein
11 were reckless and willful, and caused great bodily harm to plaintiff. Therefore, Plaintiff requests
12 an award of punitive damages, subject to proof at trial, pursuant to Civil Code §3294 and Civil
13 Code §52, et. seq. Plaintiff claims such amount of damages together with pre-judgment interest
14 thereon pursuant to California Code §§3287, 3288 and/or any other applicable provision
15 providing for prejudgment interest.

16 194. Pursuant to Civil Code §52, the Plaintiff is entitled to damages and an award of
17 reasonable attorney's fees.


18 WHEREFORE, PLAINTIFF PRAYS FOR JUDGMENT AS FOLLOWS:
19

- 20 1. For general damages according to proof;
- 21 2. For special damages according to proof;
- 22 3. For statutory damages of not less than three times actual damages under the San
23 Francisco Rent Ordinance, or as otherwise allowed by law;
- 24 4. For reasonable attorney's fees under the San Francisco Rent Ordinance, Civil
25 Code §§ 1942.4, Civil Code § 1942.5, Civil Code § 51, Civil Code § 52, and as
26 otherwise allowed by law and/or contract;
- 27 5. For civil penalties pursuant to Civil Code Section 1942.4 and 1942.5, and as
28 otherwise allowed by law;

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- 6. For injunctive relief of an Order requiring Defendants to adequately maintain the Subject Premises and to make all necessary repairs and alterations to the Subject Premises;
- 7. Restitution and/or disgorgement of unlawfully gained profits;
- 8. For exemplary and punitive damages allowed by law;
- 9. For costs of suit;
- 10. For interest, including prejudgment interest at the legal rate; and
- 11. For such other and further relief as the Court deems just and proper.

Dated: October 17, 2016


By: 
RUDY BALDERAMA
Attorney for Plaintiff

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DEMAND FOR JURY TRIAL

NOTICE IS HEREBY GIVEN that PLAINTIFF demands a jury trial in this action.

Dated: October 17, 2016

By: 

RUDY BALDERAMA
Attorney for Plaintiff

Exhibit 11

FILED
SAN FRANCISCO COUNTY
SUPERIOR COURT

15 JAN 11 PM 3:46

CLERK OF THE COURT
BY: _____ DEPUTY

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8 Attorney for Defendants ADA SORTO, MARIO SORTO AND ADA E. MENDEZ

9
10 SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN FRANCISCO
11 UNLIMITED JURISDICTION

12 ADA SORTO, MARIO SORTO and ADA E.)
13 MENDEZ)

14 Plaintiffs,)

15 v.)

16 WEDGEWOOD, INC., a California)
Corporation, EAGLE VISTA EQUITIES,)
17 LLC, a California limited liability company;)
GREEN APPLE PROPERTIES III, LLC, a)
18 California limited liability company;)
SHELDON TED FONG, an individual, and)
19 SHELDON TED FONG as trustee of the)
SHELDON T. FONG REVOCABLE)
20 TRUST OF OCTOBER 14, 1992, a trust, and)
UNITED THREE GROUPS, INC., a)
21 California Corporation;)
and DOES 1 through 100,)
22 inclusive,)

23 Defendants.)

CASE NO. **06C-16-549819**

COMPLAINT FOR:

- 1. NUISANCE;
- 2. NEGLIGENCE;
- 3. BREACH OF STATUTORY WARRANTY OF HABITABILITY;
- 4. BREACH OF IMPLIED WARRANTY OF HABITABILITY;
- 5. BREACH OF COVENANT OF QUIET ENJOYMENT;
- 6. BREACH OF CONTRACT;
- 7. BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING;
- 8. VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE - COUNT ONE;
- 9. VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE - COUNT TWO;
- 10. VIOLATION OF CIVIL CODE SECTION 1942.5;
- 11. VIOLATION OF CIVIL CODE SECTION 1942.4;
- 12. NEGLIGENCE PER SE;
- 13. UNFAIR BUSINESS PRACTICES; AND
- 14. RENT SKIMMING

27 **[PRAYER FOR INJUNCTIVE RELIEF]**
28 **DEMAND FOR JURY TRIAL**

BY FAX

1 Plaintiffs ADA SORTO, MARIO SORTO and ADA E. MENDEZ, ALLEGE
2 AS FOLLOWS:

3
4 **PRELIMINARY STATEMENT**

5 1. At all times relevant hereto Plaintiffs ADA SORTO, MARIO SORTO and ADA
6 E. MENDEZ, were individuals and residents of the City and County of San Francisco,
7 California, and resided in a residential dwelling commonly known as 844 Colby Street, San
8 Francisco, California (hereinafter the "Colby Property" or "Subject Property"), which is further
9 identified by San Francisco County Assessor's Parcel Number (APN) 6147-004A. The Colby
10 Property is composed of a residential building structure as well as an enclosed exterior backyard
11 area.

12 2. Defendant WEDGEWOOD is a California Corporation that specializes in the
13 purchasing distressed properties through foreclosure, displacing tenants and former owners from
14 foreclosed properties, and then preparing said properties to sell for profit. Defendant
15 WEDGEWOOD is based out of 2015 Manhattan Beach Blvd. #100, Redondo Beach, CA 90278.
16 Defendant WEDGEWOOD encompasses over 80 Limited Liability Companies, Limited
17 Partnerships and Corporations with total assets and annual revenues in the hundreds of millions
18 of dollars, and with operations throughout California, Florida, Nevada and various other states.
19 Defendant WEDGEWOOD, by and through its integrated subsidiaries, owns and manages
20 single-family residences, residential apartment buildings and, commercial buildings. Plaintiffs
21 are informed and believe, and thereon allege that Defendant WEDGEWOOD exercises control
22 and manages Eagle Vista Equities, LLC, Green Apple Properties III LLC, and various other
23 limited liability companies engaged in the purchase and sale (aka "flipping") of distressed
24 properties going through foreclosure.

25 3. Defendant Eagle Vista Equities, LLC ("EVE") is the current owner of record of
26 the Subject Property. Defendant EVE is a California limited liability company doing business
27 within the City and County of San Francisco, California. Plaintiffs are informed and believe and
28 thereon allege that, since Defendant EVE's formation on November 7, 2014, Defendant EVE and
29 WEDGEWOOD have jointly controlled and managed dozens of residential properties, including
30 the Colby Property. Defendant EVE is based out of 2015 Manhattan Beach Blvd. #100, Redondo
31 Beach, CA 90278.

32 4. Defendant GREEN APPLE PROPERTIES III LLC ("GAP") is an

1 undercapitalized shell corporation falling under the full operational control of Defendant
2 WEDGEWOOD. Plaintiffs are informed and believe that Defendant WEDGEWOOD utilizes
3 Defendant EVE as a mere instrumentality to purchase foreclosed properties a low prices and
4 evict or otherwise remove tenants and former owners while, thereafter, using GAP as a mere
5 instrumentality to sell these same foreclosed properties. GAP is based out of 2015 Manhattan
6 Beach Blvd. #100, Redondo Beach, CA 90278.

7 5. The principal officers of Defendant WEDGEWOOD act as the principal officers
8 and managers of Defendant EVE, GAP and the dozens of limited liability companies based out
9 of Defendant WEDGEWOOD's headquarters in Redondo Beach, California. The President of
10 Defendant WEDGEWOOD, Mr. Greg Geiser, purports to be an expert in the standards of due
11 diligence regarding the purchase and sale of foreclosed residential properties. Mr. Geiser
12 represents that the "core business of the Company remains purchasing, rehabilitating and
13 reselling single-family residences at affordable prices in the greater Los Angeles and Las Vegas
14 area" which he refers to as "Flips."

15 6. Defendants WEDGEWOOD, EVE, GAP, and DOES 1 through 75 (collectively
16 hereafter "Wedgewood Defendants") are entities and individuals who were jointly associated
17 with each other as part of an integrated enterprise. The Wedgewood Defendants are interrelated
18 real estate speculation companies, whose members, directors, founders, owners, managers, and
19 officers have extensive experience purchasing distressed properties, clearing out tenants and
20 former owners from foreclosed properties, and then improving said properties to sell for profit.
21 Plaintiffs are informed and believes, and therefore allege that, at all times mentioned herein, and
22 continuing to the present, each of the Wedgewood Defendants were the agents, officers,
23 employees, servants, co-partners, joint venturers, and/or co-conspirators of each other
24 Wedgewood Defendants, and in doing, *inter alia*, the acts and omissions alleged herein, acted
25 and continues to act within the purpose and scope, and in furtherance, of said agency,
26 employment, co-partnership, joint venture and/or co-conspiracy, and that such acts were and
27 continue to be consented to and ratified by each of the other Wedgewood Defendants.

28 7. Plaintiffs are informed and believe that the Wedgewood Defendants profit from
purchasing distressed residential dwellings at foreclosure auctions in order to resell them at a
higher rate free and clear of tenants and/or former owners. Plaintiffs are informed and believe
that, since early 2015, the Wedgewood Defendants have expanded its "Flipping" operations into
the City and County of San Francisco, with the detrimental effect of unlawfully displacing low-

1 income tenants and their families from the San Francisco Bay Area. Plaintiffs are just one of the
2 many immigrant working class families that the Wedgewood Defendants have wrongfully
3 endeavored to displace through the use of unlawful harassment, coercion, threats and groundless
4 evictions. Due to Defendant WEDGEWOOD's business model of flipping tenant-occupied
5 residential dwellings, the Wedgewood Defendants have run headlong into the eviction-control
6 and rent-control protections of the San Francisco Residential Rent Stabilization and Arbitration
7 Ordinance ("San Francisco Rent Ordinance"). Unlike other jurisdictions in which the
8 Wedgewood Defendants operate, the San Francisco Rent Ordinance provides strictly prohibits
9 post-foreclosure evictions of tenants absent an enumerated "just cause" basis. See 37.9D of the
10 San Francisco Rent Ordinance. In spite of the broad protections afforded to many San Francisco
11 tenants, the Wedgewood Defendants have relied on California Code of Civil Procedure §§
12 1161a and 1161b "no-cause" post-foreclosure evictions, together with other unlawful business
13 practices, in an unlawful endeavor to displace San Francisco area tenants on a mass scale.

14 8. Defendant SHELDON TED FONG ("Defendant Sheldon T. Fong") is an
15 individual adult residing in the City and County of San Francisco. Defendants SHELDON T.
16 FONG is also the trustee of the SHELDON T. FONG REVOCABLE TRUST OF OCTOBER
17 14, 1992 ("Revocable Trust"), UNITED THREE GROUPS, INC., INC., and DOES 76 through
18 100 (collectively, hereafter, "Fong Defendants") were the former owners, former managers
19 and/or former landlords of the Plaintiffs from 1993 until the date Defendant EVE assumed title
20 ownership over the Subject Property through a foreclosure sale held on or about August 17,
21 2015.

22 9. Defendant UNITED THREE GROUPS, INC. ("Defendant UTG") is a California
23 Corporation doing business in the City and County of San Francisco. UNITED THREE
24 GROUPS, INC. is fully controlled by Defendant Sheldon T. Fong and exists merely as an alter-
25 ego extension of Mr. Sheldon T. Fong. Plaintiffs are informed and believe and thereon allege
26 that, during the time he managed the Subject Premises, Defendant Sheldon T. Fong caused the
27 transfer of the Subject Property to be transferred to UTG, a corporate entity that was fully
28 controlled by Mr. Fong, and which was comprised of close associates acting under his direction
and control. Despite transferring ownership over the Colby Property to UTG, Mr. Fong retained
the right to collect rents and sole and exclusive authority to manage the Subject Property.
Defendant Sheldon Fong utilized UTG as merely an alter-ego shell corporation in order to
transact business involving Subject Property and other real estate investments.

1 10. Plaintiffs are informed and believe, and therefore allege that, at all times
2 mentioned herein, and continuing to the present, each of the Fong Defendants were the agents,
3 employees, officers, servants, co-partners, joint venturers, and/or co-conspirators of each of the
4 other Fong Defendants, and in doing, *inter alia*, the acts and omissions alleged herein, acted and
5 continues to act within the purpose and scope, and in furtherance, of said agency, employment,
6 co-partnership, joint venture and/or co-conspiracy, and that such acts were and continue to be
7 consented to and ratified by each of the other Fong Defendants.

8 11. Plaintiffs are ignorant of the true names and capacities of the Defendants sued
9 herein as Does 1 through 100 inclusive, and, therefore, sue these Defendants by such fictitious
10 names under the provisions of California Code of Civil Procedure section 474. Plaintiffs will
11 seek leave to amend this Complaint to allege their true names and capacities when ascertained.

12 12. As used herein and throughout this complaint, the term "Defendants" shall jointly
13 and collectively refer to the Wedgewood Defendants and the Fong Defendants. Plaintiffs are
14 informed and believes, and thereby alleges that at all times mentioned herein, and continuing to
15 the present, each of the Defendants were liable as "landlords" within the definition of the San
16 Francisco Rent Ordinance. At all times mentioned herein, Plaintiffs were the tenants of the
17 Defendants, as the term "tenant" is defined under the San Francisco Rent Ordinance.

18 13. The Subject Property is, and at all relevant times was, subject to the eviction
19 control and rent control provisions and the "just cause" eviction protections of Section 37.9(a) of
20 the Rent Ordinance, which sets forth exclusive grounds for recovering possession of covered
21 residential rental units in San Francisco.

22 14. Plaintiffs are informed and believe, and thereon allege, that, at all times relevant
23 herein, each agent and employee of the Defendants had advanced knowledge of the unfitness of
24 the employee and employed them with conscious disregard of the rights or safety of Plaintiffs
25 and others and authorized and/or ratified the wrongful conduct and/or was personally guilty of
26 oppression, fraud, or malice.

GENERAL ALLEGATIONS

27 15. In 1993, Ms. Ada Sorto (surname formerly "Portillo") and her daughter, Ada
28 Elisabeth Mendez (who was a minor at the time), moved into the Subject Property together with
29 Ms. Sorto's adult brother, sister, and brother-in-law, Belisario Portillo, Ana Portillo and Santos
30 Hernandez. Upon moving into the Colby Property, Santos Hernandez and the Subject Property's
31 then-owner, Defendant Sheldon T. Fong, executed a written rental agreement. The initial rent

1 for the unit was set at \$850 per month on a month-to-month basis.

2 16. Whereas Defendant Ada Sorto's sister, brother, and brother-in-law, have vacated
3 the Subject Premises, Ms. Ada Sorto and her daughter, Plaintiff Ada Elisabeth Mendez (now an
4 adult), have remained as tenants on the property and have continuously resided in the Subject
5 Property from 1993 until the present.

6 17. Plaintiff Mario Rudis Torres Sorto ("Mario Sorto") moved into the Subject
7 Property in 1994 and remains a tenant to this day. Plaintiff Mario Sorto is Ada Sorto's husband.
8 Mario Sorto and Ada Sorto both work modest jobs while care for their young child, a 13 year old
9 boy, Mario Gabriel Sorto ("Gabriel"), who suffers from a learning disability which limits his
10 development and his ability to communicate and comprehend and which, consequently, requires
11 specialized attention at his local school. Plaintiffs believe that displacing Gabriel will cause him
12 to suffer a severe hardship. Plaintiffs are informed and hereon allege that substantial and abrupt
13 changes in Gabriel's living and school environment will likely cause a regression in his
14 development, and exacerbate his behavior and learning disabilities, the extent to which may not
15 be determined for many months.

16 18. Ms. Ada Elisabeth Mendez (presently 27 years old) is a working single mother
17 who cares for her two young children, Angelo Castro (8 years old) and Atena Isabel Castro (7
18 years old). Both children have resided their entire lives in the Subject Property.

19 19. Plaintiffs' tenancies at the Subject Property are and were, at all relevant times,
20 subject to the provisions of Chapter 37 of the San Francisco Administrative Code and Plaintiffs
21 were, at all relevant times, "tenants" within the definition of the San Francisco Rent Ordinance.

22 **FONG DEFENDANTS' MANAGEMENT OF THE COLBY PROPERTY**

23 20. Plaintiffs are informed and believe and thereon allege that Defendant Sheldon T.
24 Fong was the owner of record of the Subject Property for more than 20 years. From 1993 until
25 2014, Defendant Sheldon Fong acted as the landlord of the Colby Property. Mr. Sheldon T.
26 Fong negotiated several successive rental agreements with Ms. Ada Sorto during this time.

27 21. Mr. Fong is a sophisticated real estate investor with many years of experience
28 investing in the San Francisco real estate market.

29 22. Beginning in on or before 1993, Mr. Sheldon T. Fong has formerly held the
30 Subject Premises in his individual capacity and, thereafter, in his capacity as Trustee of the
31 Revocable Trust. On March 30, 2011, UTG Defendant Sheldon Fong, in his capacity as Trustee

1 of the Revocable Trust, transferred ownership to the Colby Property over to UTG for
2 undisclosed consideration.

3 23. Plaintiff is informed and believes and thereon alleges that Mr. Fong granted the
4 Colby Property to UTG while retaining all rights to manage the Subject Property and collect the
5 rents paid by the Plaintiffs. Plaintiffs are informed and believe that UTG is a shell corporation
6 that has no meaningful existence separate and apart from Mr. Sheldon Fong. Mr. Fong has
7 staffed UTG with close friends and affiliates.

8 24. Defendant UTG is the alter-ego of the Defendant Sheldon T. Fong. Defendant
9 Sheldon T. Fong have completely controlled, dominated, managed, and operated Defendant
10 UTG and intermingled the assets and operations of Defendant UTG to suit his convenience.

11 25. From no later than January 1, 2011, and continuing through the present time,
12 Defendant UTG has been a mere shell, instrumentality, and conduit through which the Defendant
13 Sheldon T. Fong has carried on its business, exercising complete control and dominance of such
14 business to such an extent that any individuality or separateness of Defendant UTG on one hand,
15 and the Defendant Sheldon T. Fong on the other, does not, and at all relevant times herein
16 mentioned did not, exist.

17 26. From no later than January 1, 2011, and continuing through the present time,
18 Defendant UTG was controlled, dominated, and operated by the Defendant Sheldon T. Fong, as
19 his alter-ego, in that the activities and business of Defendant UTG were carried out without any
20 indicia of separateness and in that the sole owner, managing officer and controlling director of
21 Defendant UTG was Defendant Sheldon T. Fong. Specifically, and without any limitation of the
22 foregoing, Defendant Sheldon T. Fong has committed each of the following acts and omissions
23 in their operation of the Defendant UTG;

- 24 a. Concealed his personal business activities through layers of "shell" business entities;
25 Used the corporate identity of the Defendant UTG to procure labor, services, and goods
26 himself and other entities they control, including the other defendants herein;
- 27 b. Disregarded the legal formalities required for the maintenance of a corporation and
28 failing to maintain adequate records and accounts;
- 29 c. Used the same office location, attorneys, accountants, and furniture, fixtures, and
30 equipment to manage their personal affairs, the affairs of the Defendant UTG, and the
31 affairs of a number of other entities controlled by them;
- 32 d. Failed to adequately capitalize the Defendant UTG for the business in which it was

1 engaged, including without limitation, the maintenance of adequate liability insurance, all
2 the while paying excessive rent, salaries, and other personal expenses to themselves and
3 their relatives;

4 e. Commingled and failed to segregate the funds of themselves and the separate entities
5 they controlled, and made unauthorized diversions of the Defendant UTG's assets to such
6 other entities; and

7 f. Maintained the sole control of the Defendant UTG;

8 27. Adherence to the fiction of the separate existence of the Defendant UTG as
9 individual entities separate and distinct from Defendant UTG would permit abuse of the
10 privilege of operating a corporation and would sanction fraud in that the Defendant Sheldon T.
11 Fong participated in the operation of Defendant UTG so that Defendant UTG could avoid the
12 obligations of injured persons, such as the Plaintiffs, by rendering the former Defendant UTG
13 undercapitalized and unable to meet its obligations.

14 28. As a result of the foregoing, the Defendant Sheldon T. Fong is liable for any and
15 all of the Plaintiffs' damages otherwise due from Defendant UTG as the alter ego of Defendant
16 UTG.

17 29. Plaintiffs are informed and believe that Fong Defendants let mortgages secured
18 by the Subject Property repeatedly go into default. Despite the issuance of a notice of default
19 and bank seizure of the Subject Property, the Colby Property was reacquired and reconveyed to
20 UTG. During the first year subsequent to reacquiring the Subject Property in early 2013, the
21 UTG and the Fong Defendants continued to collect rent payments from the Plaintiffs in the
22 amount of \$1,700 per month without first applying those payments on the mortgage securing the
23 Subject Property. The Fong Defendants again lost ownership of the Subject Property again in
24 August 17, 2015, when ownership was transferred to Defendant EVE. The Fong Defendants
25 have continued to demand rent payments for the despite having lost ownership and control of the
26 Subject Property.

27 30. From the time Ms. Ada Sorto and her daughter first moved in, and continuing
28 through August 17, 2015, Mr. Sheldon Fong had been principally responsible for handling all
aspects of managing the Subject Property and setting the rents to be paid. Initially, beginning on
September 1993, Mr. Sheldon T. Fong set the base rent at \$850. By May 31, 2000, Mr. Fong
had raised the rent to \$1,450. By August 2, 2010, the rent was unlawfully raised to \$1,700,
where it has remained until the present time.

1 31. Plaintiffs' operative lease contains a provision for attorneys' fees to be awarded to
2 the prevailing party for any and all disputes arising out their leases.

3 32. During the course of the Plaintiffs' tenancy over the past two plus decades, the
4 Fong Defendants instituted a policy of using pressure and coercion to collect rents from the
5 Plaintiffs for the Subject Property while concomitantly refusing to make requested repairs. The
6 Fong Defendants' policy of refusing or making cursory repairs resulted in the deterioration of the
7 Subject Property. Defendant Sheldon T. Fong and the associated Fong Defendants were
8 unresponsive to the Plaintiffs' complaints regarding the habitability of the Colby Property,
9 particularly after the Colby Property went into foreclosure.

10 33. From 1993 through 2014, the Fong Defendants inspected the Subject Property
11 many times over and, as a result, the Fong Defendants had actual and/or constructive notice of
12 the conditions in the Subject Property. Despite such knowledge, the Fong Defendants failed and
13 refused to repair the conditions, and/or have done so in a negligent, unprofessional, and shoddy
14 fashion. In addition, over the course of the Plaintiffs' tenancy the Fong Defendants failed to
15 provide adequate maintenance and repairs to the Subject Property, and instead instituted a pattern
16 and practice of harassing Plaintiffs in retaliation for their complaints by, *inter alia*, threatening to
17 evict them, harassing phone calls, unlawful entries, and illegal rent increases.

18 34. On or about February 4, 2015, and after several years of unheeded complaints, the
19 Plaintiff contacted the San Francisco Department of Building Inspection ("SF DBI") to complain
20 about various habitability defects, described herein, persisting at the Subject Property. On
21 February 24, 2015, a SF DBI Inspector inspected the Subject Property and discovered the
22 following serious housing code violations resulting in the issuance of a notice of violation#
23 201524271 ("NOV" or "February 24th NOV"). The substandard housing conditions and defects
24 cited in the February 24th NOV included:

25 (a) LOCATE AND REPAIR SOURCE OF WATER DAMAGE: "Locate and repair
26 source of water damage at living room ceiling. Provide documentation identifying the
27 source of the damage and the steps taken to prevent further damage at reinspection."

28 SF Housing Code 703 & 1001 (f);

 (b) REPAIR DAMAGED WALL AND CEILING. "Repair damaged wall and ceiling in
living room. Damaged and improperly repaired walls throughout and failure to
maintain same." SF Housing Code 1001(b);

 (c) REPAIR DAMAGED FLOORING. "Make necessary repairs/replacements to

1 loose/damaged flooring located underneath the carpet in the living room near the
2 front windows." SF Housing Code 1001(b).

3 (d) REPAIR DAMAGED COUNTER TOP. "Repair damaged tiles on kitchen counter
4 top. SF Housing Code 1001(b):

5 (e) ELIMINATE MOLD/MILDEW ON WALLS AND CEILINGS. Eliminate
6 mold/mildew throughout unit, including but not limited to the walls and ceilings of
7 the living room, bedroom and bathroom." SF Housing Code 1001 (b), 1301 & 1306.

8 35. By and through the February 24th NOV, the DBI warned that "ALL ITEMS
9 MUST BE COMPLETED WITHIN 30 DAYS[,] and scheduling a re-inspection date in
10 accordance with its ordinary practices.

11 36. The Fong Defendants took no remedial action to correct the housing violations
12 within the 30 day compliance deadline set forth in the February 24th NOV and, thereafter, failed
13 to appear for the follow up re-inspection. On the date of the scheduled re-inspection, the
14 Plaintiffs confirmed with the DBI that no repair work had been performed in response to the
15 February 24th NOV.

16 37. On March 26, 2015, the NOV was referred to a DBI Director's Hearing scheduled
17 for April 30, 2015. There was no appearance at the DBI Director's Hearing by the Fong
18 Defendants.

19 38. On April 30, 2015, the DBI issued a formal Order of Abatement ("Order of
20 Abatement" or "ODA"), declaring that the substandard and uncorrected defects in the February
21 24th NOV rendered the Subject Property "an unsafe building or a public nuisance pursuant
22 Section 102A of the San Francisco Building Code and Section 1001 (d) of the San Francisco
23 Housing Code 30 Days to complete all work — as noted in the above referenced NOV."

24 39. On May 15, 2015, UTG recorded a mechanic's lien in favor Sheldon T. Fong and
25 United Mechanical Builder. Plaintiffs are informed and believe and thereon allege that United
26 Mechanical Builder is a shell corporation that Mr. Sheldon Ted Fong uses as a mere
27 instrumentality to conduct business. Plaintiffs are informed and believe and thereon allege that
28 no repair work was performed in connection with the mechanic's lien recorded on the Colby
Property.

30 40. On May 30, 2015, the deadline for compliance with the Order of Abatement
expired with any remedial action by United Mechanical Builder or any person or entity
associated with the Fong Defendants.

1 41. On June 24, 2015, the SF DBI recorded the Order of Abatement on the title to the
2 Colby Property within the records of the San Francisco County Assessor Recorders' office.

3 42. Notwithstanding the fact that the UTG has lost ownership of the Subject Property
4 through foreclosure, the Fong Defendants, acting under the false pretense that UTG owned the
5 Subject Property, has continually tried to collect rents from the Plaintiffs. On December 24,
6 2015, the Fong Defendants served the Plaintiffs with a phony three day notice to pay rent or quit.

7 **WEDGEWOOD DEFENDANTS' MANAGEMENT OF THE COLBY PROPERTY**

8 43. Defendant EVE is a limited liability company formed in California in November
9 2014. Plaintiffs are informed and believe that Defendant EVE is managed and controlled by
10 Defendant Wedgewood and, further, operates as a mere instrumentality of the officers of
11 Defendant Wedgewood. Defendant EVE acquired the Colby Property on August 17, 2015,
12 through a foreclosure sale. From August 17, 2015, through the present, Defendant EVE was the
13 record owner of the Colby Property.

14 44. Defendant Wedgewood is a California Corporation that operates throughout
15 California and various other states buying and selling foreclosed properties. Defendant
16 Wedgewood is able to maximize profits from the purchase and sale of distressed properties by
17 using heavy handed methods for clearing out former owners and tenants and reselling the
18 properties quickly. Plaintiff is informed and believes that Defendant Wedgewood operates and
19 controls various limited liability companies, such as Defendant EVE and Green Apple Properties
20 III LLC, for the purpose of shielding its exposure and liability. The officers and agents of
21 Defendant Wedgewood act with complete authority over Defendant EVE and other limited
22 liability companies formed by Defendant Wedgewood.

23 45. From no later than August 17, 2015, and continuing through the present time,
24 there has existed a unity of interest and ownership among Defendant EVE and Defendant
25 Wedgewood such that any individuality and separateness between and among these entities have
26 ceased, and Defendant EVE is the alter-ego of the Defendants Wedgewood. The officers of
27 Defendant Wedgewood have completely controlled, dominated, managed, and operated
28 Defendant EVE and intermingled the assets and operations of Defendant EVE to suit Defendant
Wedgewood's convenience.

 46. From no later than August 17, 2015, and continuing through the present time,
Defendant EVE has been a mere shell, instrumentality, and conduit through which the

1 Defendants Wedgewood has carried on its business, exercising complete control and dominance
2 of such business to such an extent that any individuality or separateness of Defendant EVE on
3 one hand, and the Defendant Wedgewood on the other, does not, and at all relevant times herein
4 mentioned did not, exist.

5 47. From no later than August 17, 2015, and continuing through the present time,
6 Defendant EVE was controlled, dominated, and operated by the Defendant Wedgewood, its
7 alter-ego, in that the activities and business of Defendant EVE were carried out without any
8 indicia of separateness and in that the sole owner, managing officer and controlling director of
9 Defendant EVE was Defendant Wedgewood. Specifically, and without any limitation of the
10 foregoing, Defendants Wedgewood has committed each of the following acts and omissions in
11 their operation of the Defendant EVE;

- 12 g. Concealed their personal business activities through layers of "shell" business entities;
- 13 h. Used the corporate identity of the Defendant EVE to procure labor, services, and goods
14 for themselves and other entities they control, including the other defendants herein;
- 15 i. Disregarded the legal formalities required for the maintenance of a corporation and
16 failing to maintain adequate records and accounts;
- 17 j. Used the same office location, attorneys, accountants, and furniture, fixtures, and
18 equipment to manage their personal affairs, the affairs of the Defendant EVE, and the
19 affairs of a number of other entities controlled by them;
- 20 k. Failed to adequately capitalize the Defendant EVE for the business in which it was
21 engaged, including without limitation, the maintenance of adequate liability insurance, all
22 the while paying excessive rent, salaries, and other personal expenses to themselves and
23 their relatives;
- 24 l. Commingled and failed to segregate the funds of themselves and the separate entities
25 they controlled, and made unauthorized diversions of the Defendant EVE's assets to such
26 other entities; and
- 27 m. Maintained the sole control of the Defendant EVE;

28 48. Adherence to the fiction of the separate existence of the Defendant EVE as
individual entities separate and distinct from Defendant EVE would permit abuse of the privilege
of operating a corporation and would sanction fraud in that the Defendant Wedgewood
participated in the operation of Defendant EVE so that Defendant EVE could avoid the
obligations of injured persons, such as the Plaintiffs, by rendering the former Defendant EVE

1 undercapitalized and unable to meet its obligations.

2 49. As a result of the foregoing, the Defendants Wedgewood is liable for any and all
3 of the Plaintiffs' damages otherwise due from Defendant EVE as the alter ego of Defendant
4 EVE.

5 50. Defendant EVE purchased the Subject Property pursuant to a non-judicial
6 foreclosure sale held on August 17, 2015. Defendant EVE was the successors-in-interest to the
7 prior owner of record, UTG with respect to its interests in the Subject Property. On August 24,
8 2015, Defendant EVE recorded the transfer of ownership from the former owner of record, UTG.

9 51. Since Defendant EVE has assumed ownership and control of the Colby Property
10 in August 17, 2015, the Wedgewood Defendants have engaged in a campaign of harassment,
11 deception and intimidation to induce the Plaintiffs to vacate the Subject Premises.

12 52. Plaintiffs are further informed and believe and thereon allege, that sometime in
13 2015, Wedgewood Defendants hired a Spanish-speaking real estate agent, Natalia Carney, to
14 manage the Colby Property and various other properties purchased by Defendant EVE in the San
15 Francisco Bay Area. Plaintiffs are further informed and believe that the Wedgewood Defendants
16 instructed Ms. Carney to pressure the Plaintiffs and other Spanish-speaking tenants to vacate
17 foreclosed residential properties purchased by the Defendant EVE and other Wedgewood
18 Defendants by, *inter alia*, making threats of reprisals and/or offering cash payments to encourage
19 tenants to relinquish possession of the tenant-occupied properties purchased by the Wedgewood
20 Defendants. Plaintiffs are informed and believe that the Wedgewood Defendants instructed and
21 incentivized Ms. Carney to use any measure to quickly force out tenants. Plaintiffs are further
22 informed and believe that Ms. Carney was instructed by the Wedgewood Defendants to fabricate
23 grounds for the eviction of tenants in properties purchased by the Wedgewood Defendants.

24 53. Plaintiffs are informed and believe that Defendant EVE and the other
25 Wedgewood Defendants knew or should have known about the Plaintiffs' residence and
26 occupancy of the Subject Property. Despite such knowledge, Defendant EVE failed to comply
27 with local state law requirements, including Section 37.9D of the San Francisco Rent Ordinance
28 and Civil Code § 1962(c), governing the notification to the Plaintiffs of their rights subsequent to
29 regarding foreclosed properties purchased by Defendant EVE.

30 54. Defendant EVE served a "Notice of Change of Ownership," dated August 17,
31 2015, which declared: "UNITED THREE GROUPS INC, OR Current Occupant" "NOTICE IS
32 HEREBY GIVEN that on 8/17/2015 Eagle Vista Equities, LLC, has purchased the property you

1 currently occupy, located at: 844 Colby Street, San Francisco, CA 94134. Please contact the
2 undersigned at 415-310-4876 as soon as possible. WE WOULD LIKE TO WORK WITH YOU
3 TO MAKE THIS AN AMICABLE TRANSITION. Dated: August 17, 2015, Natalia Carney.
4 Property Supervisor.” No information was provided regarding the payment of rent or any other
5 mandatory language required under California Civil Code § 1962(c). To date, and despite
6 several requests by Plaintiff Ada Sorto, the Wedgewood Defendants have refused to provide the
7 necessary and legally required information.

8 55. On August 27, 2015, Defendant EVE delivered a 3/30/30 day notice to evict after
9 foreclosure brought under California Code of Civil Procedure §§ 1161a and 1161b. The
10 Wedgewood Defendants were aware of the Plaintiffs’ rights as lawful tenants under the San
11 Francisco Rent Ordinance, which barred the service of this eviction notice. This notice was an
12 attempted wrongful eviction as it did not state a “just cause” for eviction as required by the San
13 Francisco Rent Ordinance Section 37.9(a) or (b). At no time did Defendant EVE rescind this
14 notice to quit for foreclosure.

15 56. By letter, dated August 28, 2015, the Plaintiff Ada Sorto notified the Wedgewood
16 Defendants that she and her family were long-term lawful tenants since 1993 and, thus, were
17 entitled to rent control and just case eviction control protections under the San Francisco Rent
18 Ordinance. In this August 28th letter, Plaintiff Ada Sorto, on behalf of herself and her family,
19 requested that the Wedgewood Defendants take steps to immediately correct the unabated
20 housing code violations cited in the Order of Abatement and February 24th NOV. Plaintiff Ada
21 Sorto requested that the Wedgewood Defendants comply with all applicable state law by, *inter*
22 *alia*, providing a proper notice of change of ownership in accordance with Civil Code § 1962(c),
23 refraining from taking reprisals for Plaintiffs’ protected activity under Civil Code § 1942.5, and
24 providing written notice of entries in accordance with Civil Code § 1954.

25 57. On September 4, 2015, Ms. Pamela C. Jackson, counsel for Defendant EVE,
26 demanded that the Plaintiffs provide, *inter alia*, proof of their tenancies existing prior to August
27 1995 “no later than September 10, 2015[,]” adding that “the failure to provide the required
28 information will be deemed an admission that you are not a “tenant” of the Premises”. No law
permitted the Defendants and their agents to intimidate the Plaintiffs by threatening the forfeiture
of their status as tenants for failure to provide all information within this arbitrary deadline.

58. On September 11, 2015, Ms. Carney arrived at the Subject Property to discuss
matters relating to the Wedgewood Defendants intentions regard the Plaintiffs’ tenancies. On

1 this day, Plaintiffs are informed and believe that some repairs were made to the exterior roof of
2 the Subject Property on September 11, 2015. At the time, however, Ms. Carney informed Ms.
3 Sorto that her employer was interested in demolishing the place and it would be more convenient
4 if she just vacated. When Ms. Sorto expressed concerns about her displacement, Ms. Carney said
5 she would have a "juicy" offer of \$2,000. Ms. Carney warned Ms. Sorto that she could easily
6 have her forcibly removed by the Sheriffs in a matter of weeks.

7 59. By letter, dated September 28, 2015, Plaintiff Ada Sorto provided Ms. Pamela C.
8 Jackson records co. regarding her tenancy to counsel for the Wedgewood Defendants. In
9 addition, Ms. Sorto reminded the Wedgewood Defendants that existed repairs that needed to be
10 addressed and, further, that the Order of Abatement and February 24th NOV remained unabated.
11 In her letter, Ms. Sorto further objected that she had not received proper notice of any change in
12 ownership containing the information required under Civil Code § 1962(c), including, *inter alia*,
13 the name, telephone number and address of the person or entity where rent payments are to be
14 made; the manner of payment; the usual days and hours the person will be available to receive
15 the payments if payments may be made in person; and the name of the owner or person who is
16 authorized to act for and on behalf of the owner for the purpose of service of process and for the
17 receipt of all notices and demands. Ms. Sorto finally objected that future entries be made in
18 accordance with the proper written notice pursuant to Civil Code § 1954.

19 60. On September 28, 2015, the Plaintiffs filed a report of wrongful eviction
20 ("RWE") with the San Francisco Rent Board, designated as case number E152122 in response to
21 the pending eviction notice for foreclosure delivered on or about August 27, 2015, the ongoing
22 harassment by Ms. Carney, and her efforts induce them to vacate the Subject Property. The
23 RWE was mailed to the Wedgewood Defendants on October 9, 2015.

24 61. On September 29, 2015, Douglas Kwan, a person acting on behalf of UTG and
25 Sheldon T. Fong, demanded that Plaintiffs continue paying rent to the Fong Defendants.

26 62. On October 16, 2015, Ms. Carney appeared at the Subject Property to demand
27 entry. No written notice was provided of Ms. Carney's appearance and no one was available to
28 open the door for her. Ms. Carney called Plaintiff Ada Sorto to scream at her, notify her that the
Colby Property was "her house," and threatened that the matter would be referred to the
Wedgewood Defendants' lawyer.

63. By letter dated October 16, 2015, Plaintiff Ada Sorto raised numerous protests to
the Wedgewood Defendant's counsel, including the fact that the Wedgewood Defendants had, to

1 date, failed to respond to two prior written requests. (respectively, dated August 28, 2015 and
2 September 28, 2015) for notice of ownership under Civil Code § 1962(c) regarding the payment
3 of rent. Plaintiff Ada Sorto added that the pending notice to pay rent or quit was invalid under
4 Civil Code § 1962(c). In her October 16th letter, Plaintiff Ada Sorto objected the fact that there
5 was still an outstanding and unabated NOV and Order of Abatement on the Subject Property.
6 Ms. Sorto objected to the violation of Civil Code § 1954 by Ms. Carney for failing to provide
7 any written notice for Ms. Carney's unannounced entries at the Subject Property and, further, the
8 continued verbal harassment as being in violation of Section 37.10B (9), (12), (14) of the San
9 Francisco Rent Ordinance.

10 64. On October 21, 2015, the Plaintiff Ada Sorto mailed out a copy of a key to the
11 Subject Property to Ms. Natalia Carney. Plaintiffs are informed and believe and thereon allege
12 that Ms. Carney received a copy of the key.

13 65. On or about October 21, 2015, the Defendant EVE served a notice to enter the
14 Subject Property erroneously addressed to "United Three Groups." Plaintiffs are informed and
15 believe and thereon allege that no repairs were made in connection with this notice to enter the
16 Subject Property.

17 66. On October 22, 2015, Defendant EVE returned the Plaintiffs' tender of rental
18 payments made by the Plaintiffs which Defendant EVE claimed was late.

19 67. On or about November 3, 2015, Ms. Natalia Carney went to the front counter at
20 the SF DBI office to complain that she was the "owner's representative" and, further, that she
21 had been refused to grant her entry to the Subject Property.

22 68. On November 5, 2015, Mr. Douglas Kwan, on behalf of the Fong Defendants,
23 made a written demand to collect rent for the Colby Property.

24 69. Throughout November 2015, Plaintiffs, by and through their counsel, made
25 efforts to facilitate the resolution of the outstanding February 24th NOV and Order of Abatement.
26 On November 6, 2015, Plaintiffs' counsel spoke with Ms. Natalia Carney to express his intention
27 to facilitate entries and repairs. During this conversation, Ms. Carney revealed that she intended
28 to use the refusal to permit entry as a ground for eviction. Plaintiffs' counsel insisted on personal
facilitating repairs. Despite her assurances to provide a schedule for repairs, Ms. Carney failed to
follow up with Plaintiffs' counsel on the issue of entry for repairs. Again, on November 26,
2015, Plaintiffs' counsel left a message requesting an update on the status of repairs. No
response was made by Defendants to this request for an update on the status of repairs.

1 70. On November 30, 2015, Plaintiff's counsel faxed a letter to Defendant EVE's
2 attorneys advising them, *inter alia*, that Ms. Carney was entirely unresponsive to efforts to
3 facilitate repairs to Subject Property and that "[t]here has been significant damage caused by
4 recent rains." No response was made to this faxed letter.

5 71. On December 2, 2015, and having heard no response, Plaintiffs' counsel faxed a
6 copy of the outstanding February 24th NOV to counsel for the Defendant EVE.

7 72. On January 4, 2016, Plaintiff Ada Sorto contacted Ms. Carney to request repairs.
8 Having received no response, Ms. Sorto contacted the DBI to request a re-inspection of the
9 Subject Property and to notify the DBI that Defendant EVE had failed to engage in any
10 interactive process with her to effectuate repairs at her home.

11 73. On January 4, 2016, the Plaintiff Ada Sorto sent a fax to the Wedgewood
12 Defendants general counsel, Mr. Allan Dettelbach, complaining that there were severe and
13 unsafe housing conditions, that there was still an unabated Order of Abatement, and that,
14 "despite the passage more than five months since you assumed ownership, your company has not
15 remedied the situation." Plaintiff Ada Sorto further stated "Natalia Carney has tried to inform
16 the DBI about bogus lack of entry into the unit" and that, in actuality, she (Ms. Ada Sorto) had
17 "been continuously been ready and willing to cooperate with repairs [...but that] no
18 representatives from your company have been to the property over two months." In her January
19 4th letter, Ms. Sorto notified Mr. Dettelbach that she intended to petition for a reduction to her
20 rent because her rent was far in excess of the amount permitted under the San Francisco Rent
21 Ordinance. To date, there has been no response by any of the Wedgewood Defendants to Ms.
22 Sorto's faxed January 4th letter to Mr. Alan Dettlebach.

23 74. On January 6, 2016, the DBI inspected the Subject Property and found that the
24 conditions cited in the NOV and Order of Abatement had yet to be corrected.

25 75. On January 6, 2015, the DBI observed violations of the San Francisco Housing
26 Code delineated within the Notice of Violation issued on January 7, 2016, identified as NOV
27 #201689291 ("January 7th NOV"). The defects contained in the January 7th NOV remained
28 unabated.

 76. On January 7, 2016, the SF DBI issued the January 7th NOV.

 77. Since the Fong Defendants served their frivolous Notice to Pay Rent or Quit, the
Fong Defendants have continued to harass the Plaintiffs with repeated, unsolicited and
threatening phone calls.

1 **GENERAL ALLEGATIONS REGARDING ONGOING HABITABILITY DEFECTS**

2 78. Over the course of Plaintiffs' tenancy there existed, and continue to persist,
3 substantial habitability defects and dangerous conditions that, together and individually,
4 constitute substandard conditions and violations of the rental agreement between Plaintiffs and
5 Defendants, as well as violations of applicable housing and residential tenancy laws, including
6 but not limited to numerous provisions of the Uniform Housing Code, Civil Code Sections
7 789.3, and 1941 and 1941.1, *et seq.*, Health and Safety Code Sections 17910 *et seq.* (including
8 but not limited to Code Section 17920.3), San Francisco Municipal Health Code, San Francisco
9 Building Code, San Francisco Housing Code, as well as numerous other code violations.

10 79. During the time period of Defendant EVE's ownership of the Subject Property,
11 Defendant EVE and the Wedgewood Defendants knowingly and willfully, *inter alia*, failed to
12 abate the pending Order of Abatement; failed to undertake necessary inspections of the Subject
13 Property, failed address known habitability defects; failed to address habitability defects that
14 should have been known by reasonably diligent inspection; and failed to make proper repairs
15 with permits.

16 80. On August 17, 2015, the date Defendant EVE assumed ownership over the Colby
17 Property, there were defective and dangerous conditions which existed in the Subject Property,
18 reflecting decay, neglect, negligence, and a lack of adequate maintenance and management of the
19 property for a prolonged period of time, some of which constitute hazards, directly affecting
20 health and safety. These defective and dangerous conditions included, but were not limited to,
21 the following:

- 22 a. Severe lack of weatherproofing resulting in the penetration of water;
- 23 b. Defects in the ceiling and roof, seal breaches in the exterior building envelope, all of
24 which worsened the ongoing water intrusion, excessive dampness and the proliferation of
25 airborne contaminants rising to create visible mold;
- 26 c. The proliferation of visible and unsafe mold contamination caused by the entry of water
27 in the ceiling of the living room;
- 28 d. The proliferation of visible and unhealthy mold contamination in sleeping quarters,
including walls and ceilings;
- e. Substantial water damage causing a large portion of the ceiling and floor of the living
room to deteriorate and split open in various points;
- f. Severely damaged and dilapidated flooring;

- 1 g. Lack of proper ventilation;
- 2 h. Inadequate, substandard, unsanitary, and unapproved plumbing pipes and fixtures in
- 3 throughout the home;
- 4 i. Debris in the exterior yard creating a fire hazard;
- 5 j. Poorly constructed and deteriorated fencing in the exterior yard;
- 6 k. Defective electrical wiring and lighting fixtures;
- 7 l. Lack of proper security for doors and the exterior fencing;
- 8 m. Lack of smoke detectors;
- 9 n. Illegal and unpermitted construction and repairs, including the damaged and poorly
- 10 constructed roofing;
- 11 o. Lack of insulation due to lack of effective weatherproofing;
- 12 p. Deteriorated living room wall resulting in cold drafts to enter the living room;
- 13 q. Unsanitary carpeting;
- 14 r. Improperly installed water heater;
- 15 s. dilapidated and chipped paint on walls, leaving in lead exposure to Plaintiffs and their
- 16 children;
- 17 t. loose toilet and plumbing and raw sewage gas leakages;

16 81. Despite numerous written complaints by Plaintiffs to commence repairs at the
17 Subject Property, the Wedgewood Defendants refused to make any repairs except a perfunctory
18 inspection and minor repairs to the roof. The Wedgewood Defendants consistently failed to take
19 reasonably prompt, effective action despite actual and constructive notice of the defects. At all
20 relevant times, Wedgewood Defendants have demanded excessive rents from Plaintiffs in
violation of Civil Code § 1924.4 and Civil Code § 1962(c).

21 82. At all times on and after August 17, 2015, Plaintiffs maintained a landlord-tenant
22 relationship with Defendant EVE which was subject to the San Francisco Rent Ordinance, Local
23 Law, State law and the applicable rental agreement(s) for the Subject Property. Defendant EVE
24 and the other Wedgewood Defendants are the successors-in-interest to the UTG, Sheldon T.
25 Fong and the other Fong Defendants, who formerly maintained a landlord-tenant relationship
with the Plaintiffs.

26 83. Throughout their tenancy, Plaintiffs notified the Wedgewood Defendants and
27 their agents of defective and dangerous conditions set forth hereinabove. The Wedgewood
28 Defendants continued to refuse to address the habitability problems with the Subject Property.

1 even months after the issuance of the February 24th NOV and the April 30th Order of Abatement.
2 **84. At all times relevant to this action, and at all times during their tenancy, Plaintiffs**
3 **performed each and every obligation required under their rental agreement and applicable law**
4 **except those obligations for which he was excused or which he was prevented from performing**
5 **by Defendants' actions and/or omissions. None of the defective or dangerous conditions at issue**
6 **were caused by acts or omissions of the Plaintiffs, or the wrongful or abnormal use of the Subject**
7 **Property by Plaintiffs or anyone acting under Plaintiffs' authority.**
8 **85. The Defendants' consistent negligent and/or deliberate failure to cure known**
9 **defective conditions of the Subject Property constitutes a violation of Civil Code Section 1941.1,**
10 **Health and Safety Code Section 17920.3, as well as other laws enacted to protect the health and**
11 **safety of tenants renting residential rental property. Defendants by their actions and omissions**
12 **set forth herein created an unsafe and substandard living environment for the Plaintiffs.**
13 **86. Defendants' actions and omissions alleged herein proximately caused Plaintiffs to**
14 **suffer the following damages: loss of use of the Subject Property, personal injury, emotional**
15 **distress, decrease in housing services without a corresponding reduction in rent, overpayment**
16 **and/or excessive payment of rent, fear of loss of housing, substantial discomfort and annoyance,**
17 **the amount of which exceeds the minimum jurisdictional threshold of this Court [over \$25,000]**
18 **and which will be proven at trial.**
19 **87. In committing the acts and omissions alleged herein, Defendants acted with**
20 **specific intent to cause injury to Plaintiffs. The Defendants' conduct was without right or**
21 **justification and was done for the purpose of depriving Plaintiffs of their right to possession of**
22 **the Subject Property. Plaintiffs is informed and believes and thereby alleges, that Defendants'**
23 **actions were done in total disregard for the safety and welfare of Plaintiffs and their children,**
24 **with malice, oppression, and fraud, as defined in Civil Code Section 3294, and therefore**
25 **Plaintiffs should recover, in addition to actual damages, damages to make an example of and**
26 **punish Defendants. Defendants' actions were fraudulent insofar as the Defendants represented**
27 **that they would and did maintain the Subject Property and properly perform necessary repairs,**
28 **intending for Plaintiffs to rely on such representations, but Defendants did not actually do so or**
intend to do so.

1 **FIRST CAUSE OF ACTION**
2 **NUISANCE**
3 **(AGAINST ALL DEFENDANTS)**

4 88. Plaintiffs reallege and incorporate each of the foregoing allegations as though
5 fully set forth herein.

6 89. The defective, hazardous, unlawful, and dangerous conditions of the Subject
7 Property as alleged herein, constituted a nuisance within the meaning of Civil Code Section
8 3479 and Code of Civil Procedure Section 731 in that they deprived Plaintiffs of the safe,
9 healthy and comfortable use of their Subject Property, were indecent and offensive to the
10 senses, were obtrusive to the free use of the Subject Property, and caused Plaintiffs significant
11 damage and injury.

12 90. The Defendants owed a duty to Plaintiffs as the as the owners, landlords and
13 managers of the Subject Property, which they breached by, among other things, maintaining
14 and/or failing to abate a nuisance within the meaning of Civil Code Section 3479 and Code of
15 Civil Procedure Section 731.

16 91. As a proximate result the Defendants' maintenance and/or failure to abate the
17 nuisance, Plaintiffs suffered personal injury, discomfort, emotional distress and annoyance, in
18 an amount to be determined at trial.

19 92. In maintaining the nuisance, the Defendants have acted and continue to act with
20 full knowledge of the consequences thereof and of the damage being caused to Plaintiffs.
21 Despite this knowledge, the Defendants failed to fully abate the nuisance by repairing the
22 defective and dangerous conditions of the Subject Property or causing them to be repaired in a
23 timely and proper manner. Defendants' acts and omissions alleged herein have proximately
24 caused Plaintiffs to suffer the following damages: loss of use of the Subject Property, personal
25 injury, emotional distress, decrease in housing services without a corresponding reduction in
26 rent, overpayment and/or excessive payment of rent, fear of loss of housing, substantial
27 discomfort and annoyance, the amount of which exceeds the minimum jurisdictional threshold
28 of this Court [over \$25,000] and which will be proven at trial.

93. The Defendants' actions and/or failure to act were both oppressive and malicious
within the meaning of Civil Code Section 3294, in that it subjected Plaintiffs to cruel and unjust
hardship in willful and conscious disregard of her rights and safety. As such, Plaintiffs are
entitled to recover punitive damages in an amount to be determined at trial.

1 failed to take all reasonable and necessary steps to repair such conditions at all times relevant
2 herein.

3 101. Plaintiffs have complied with their lawful obligations under their operative rental
4 agreements.

5 102. Plaintiffs have done nothing to cause, create or contribute to the existence of the
6 defective conditions alleged herein. Further, the Subject Property, as they existed in a defective
and dangerous condition, had no rental value whatsoever or a very limited rental value.

7 103. As a direct and proximate result of Defendants' breach of statutory warranty of
8 habitability and Defendants' failure to repair the defective and dangerous conditions of the
9 Subject Property, Plaintiffs have suffered damages in an amount to be proven at trial.

10 104. The Defendants failed to protect the life, safety and property of Plaintiffs.
11 Instead, they disregarded housing and safety laws to the Plaintiffs' detriment and for their
benefit.

12 105. The Defendants knew or should have known that permitting the defective
13 conditions alleged herein to exist at the Subject Property injured, and would continue to injure,
14 Plaintiffs' physical and emotional health and well-being, and that such conduct would constitute
15 a serious threat and danger to his health and safety.

16 106. As a direct and proximate result of Defendants' conduct, the Subject Property was
17 in a substandard condition. Plaintiffs have suffered damages, including personal injury,
18 economic loss, non-economic loss and general damages, as well as emotional distress, all to their
19 detriment, in an amount over the minimum jurisdictional limit of this court and to be determined
20 at trial. As alleged herein, Defendants' conduct also justifies the imposition of punitive
damages.

21 **FOURTH CAUSE OF ACTION**
22 **BREACH OF IMPLIED WARRANTY OF HABITABILITY**
23 **(AGAINST ALL DEFENDANTS)**

24 107. Plaintiffs reallege and incorporate each of the foregoing allegations as though
25 fully set forth herein.

26 108. The warranty of habitability is implied in all residential rental agreements and
27 imposes upon a landlord the obligation to maintain the leased dwelling in a habitable condition
28 throughout the term of the lease. This implied warranty of habitability is a corollary to the
residential landlord's statutory obligation under Civil Code Section 1941, *et seq.*

1 actual damages and general damages in an amount to be determined at trial. Defendants'
2 conduct as alleged herein also justifies the imposition of punitive damages.

3 **SIXTH CAUSE OF ACTION**
4 **BREACH OF CONTRACT**
5 **(AGAINST ALL DEFENDANTS)**

6 118. Plaintiffs reallege and incorporate each of the foregoing allegations as though
7 fully set forth herein.

8 119. A written rental agreement exists between Plaintiffs and the Wedgewood
9 Defendants pertaining to Plaintiffs' tenancies at the Subject Property. This rental agreement
10 contains implied covenants including, but not limited to, the following: an implied warranty of
11 habitability and an implied covenant of quiet use and enjoyment. Plaintiffs have performed all of
12 their obligations under the rental agreement except those obligations for which he was excused
13 or which he was prevented from performing by the Wedgewood Defendants' actions and/or
14 omissions. Plaintiffs do not have a copy of the operative rental agreement in their possession.

15 120. The Fong Defendants were formerly parties to the written rental agreements
16 covering the Subject Property and, therefore, are liable for breaches of the implied warranty of
17 habitability and an implied covenant of quiet use and enjoyment committed during their
18 respective ownership of the Subject Property. Plaintiffs have performed all of their obligations
19 under the rental agreement except those obligations for which he was excused or which he was
20 prevented from performing by the Fong Defendants' actions and/or omissions.

21 121. The Defendants unlawfully, negligently, and intentionally mismanaged the
22 Subject Property in a way that caused deterioration of its physical structures and diminution or
23 loss of the habitability and safety in violation of the rental agreement between the parties. In
24 committing the acts complained of, the Defendants have materially breached the implied terms
25 of the rental agreement between Plaintiffs and the Wedgewood Defendants, and caused the
26 damages and injuries to Plaintiffs complained of above.

27 122. As a proximate cause of the conduct of the Wedgewood Defendants, Plaintiffs
28 have suffered, and continues to suffer, actual damages and general damages in an amount to be
determined at trial. Defendants' conduct as alleged herein also justifies the imposition of punitive
damages.

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **GEISER v. KUHNS**

Case Number: **S262032**

Lower Court Case Number: **B279738**

1. At the time of service I was at least 18 years of age and not a party to this legal action.
2. My email address used to e-serve: **matthew@matthewstrugar.com**
3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
MOTION	FINAL Motion for Judicial Notice

Service Recipients:

Person Served	Email Address	Type	Date / Time
Seth Cox Wedgewood 277239	scox@wedgewood-inc.com	e-Serve	10/20/2020 12:04:43 PM
Brett Stroud Dinsmore & Sandelmann LLP 301777	bstroud@lawinmb.com	e-Serve	10/20/2020 12:04:43 PM
David Greene Electronic Frontier Foundation 160107	davidg@eff.org	e-Serve	10/20/2020 12:04:43 PM
Alan Dettelbach Court Added	adettelbach@wedgewood-inc.com	e-Serve	10/20/2020 12:04:43 PM
Matthew Strugar Law Office of Matthew Strugar 232951	matthew@matthewstrugar.com	e-Serve	10/20/2020 12:04:43 PM
Colleen Flynn Law Offices of Colleen Flynn	cflynnlaw@yahoo.com	e-Serve	10/20/2020 12:04:43 PM
Frank Sandelmann Dinsmore & Sandelmann LLP 186415	fsandelmann@lawinmb.com	e-Serve	10/20/2020 12:04:43 PM
Noah Grynberg LA Center for Community Law and Action 296080	noah.grynberg@laccla.org	e-Serve	10/20/2020 12:04:43 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/20/2020

Date

/s/Matthew Strugar

Signature

Strugar, Matthew (232951)

Last Name, First Name (PNum)

Law Office of Matthew Strugar

Law Firm