

Plus a one time administrative fee upon judgment if the party becomes a judgment creditor (GC §§103.5, 88638)

CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court

Berhane Habte
2930 Colorado Ave., Ste. A-21
Santa Monica, CA 90404
(310) 315-0682

APR 20 2012

Plaintiff in pro per

John A. Clarke, Executive Officer/Clerk
By [Signature], Deputy
A.E. LaFLEUR-CLAYTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC483237

BERHANE HABTE, an Individual,)
)
)
Plaintiff,)
)
v.)
)
MARC L. LUZZATTO, an Individual;)
JAMES MURAMATSU, an Individual;)
VILLAGE TRAILER PARK, L.L.C., a California)
Limited Liability Company; VILLAGE TRAILER)
PARK, INC., a California Corporation; J & H)
ASSET PROPERTY MGT. [sic], INC., a)
California Corporation; JAMES GEORGE JOFFE,)
An Individual; JILL ARTEAGA, an Individual;)
JUNE WILLIS, an Individual; MICHAEL)
CARLSON, an Individual; and DOES 1 through)
20, Inclusive,)

Case No.

COMPLAINT FOR DAMAGES AND INJUNCTIVE
AND DECLARATORY RELIEF AND ATTORNEYS'
FEES FOR: (1) RETALIATORY EVICTION FOR
FILING TENANT'S CLAIM AGAINST DEFENDANTS
WITH GOVERNMENTAL AGENCY; (2) UNLAWFUL
EVICTION UNDER LOCAL RENT CONTROL AND
STATE LAW; (3) INTENTIONAL OTHER VIOLA-
TIONS OF LOCAL RENT CONTROL LAW;
(4) INTENTIONAL INFLICTION OF EMOTIONAL
DISTRESS; (5) FRAUD; (6) FRAUDULENT
UNFAIR COMPETITION; AND (7) CIVIL
CONSPIRACY TO COMMIT EACH

(C.C.P. §§ 338, 525 et seq. and 1060; B. & P. C.
§§ 17200, et seq.; Civ. C. §§ 798.56(g), 1942.5, Govt
C. § 66427.4, Santa Monica Charter, §§ 1800 et
seq. and §§ 2300 et seq., Santa Monica Rent Control
Board Regs., § 2004, Chapter 9, Evictions, Santa
Monica Municipal Code Chapter 4.56 Tenant
Harassment)

Defendants.

UNLIMITED CIVIL CASE, EQUITABLE
RELIEF REQUESTED

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COMPLAINT

Plaintiff BERHANE HABTE alleges:

GENERAL ALLEGATIONS

1. Plaintiff BERHANE HABTE ("Plaintiff" or "HABTE") is an individual residing at the property involved in this Complaint, Village Trailer Park, in unit A-21 at 2930 Colorado Avenue, Santa Monica, California ("subject property" or "the Park"), the mobilehome located at which space Plaintiff co-owns with Defendant MICHAEL CARLSON ("CARLSON"). Plaintiff further alleges as to the mobilehome CARLSON is defined in Santa Monica City Charter § 1801(e) as a landlord and in § 1801(i) both CARLSON and Plaintiff are defined as tenants of the subject real property owned and managed by other defendants. Plaintiff also alleges that pursuant to both the latter two Code sections and to Santa Monica City Charter § 1801(c), Plaintiff is and at all relevant times has been both a half-owner and a tenant of the controlled rental unit A-21, the mobilehome involved in this case. At all times relevant, specifically since in or about October 2006 when events detailed in this Complaint began, Plaintiff has been an authorized and lawful resident, tenant, and subject property legal Mobilehome Homeowner under the local Santa Monica Rent Control Law, Chapter 18 of the Santa Monica City Charter, and/or under the good cause eviction protections of Santa Monica City Charter Chapter 23, §§ 2300 et seq. At all times since, HABTE retained at least and does at the present retain half-interest or more in the mobilehome. Plaintiff alleges he has interest sufficient to bring suit on behalf of himself alone, based on that one-half interest legal title, equitable title, and residency for over six (6) years continuously pursuant to it. In addition, Defendants accepted rent on the unit from CARLSON monthly for at least two years, so at least 24 times monthly, after Defendants admitted in writing that they knew HABTE was residing at unit A-21 of the subject property, so Defendants waived any right they had to object to said residency on any legal grounds they may have had and are therefore estopped to argue Plaintiff is not a legal resident.

- 1 2. The subject property is located in the venue of the West Judicial District,
2 County of Los Angeles, California.
- 3 3. Plaintiff is informed and believes, and on that ground alleges, that
4 Defendants MARC L. LUZZATTO and JAMES MURAMATSU are individuals who
5 reside in or do business in the West Judicial District of the County of Los Angeles,
6 California, and are principals, respectively, of Defendant companies VILLAGE
7 TRAILER PARK, L.L.C., a California Limited Liability Company and VILLAGE
8 TRAILER PARK, INC., a California Corporation, both of which companies do
9 business in the West Judicial District of the County of Los Angeles, California,
10 specifically by operating, attempting to demolish and develop, and otherwise
11 managing the real property where Plaintiff lives, the subject property, and by doing
12 the wrongful actions alleged against them hereinafter. Unless specifically indicated
13 herein otherwise, these Defendant owners of the subject real property collectively
14 along with the managers hired by them referred to in the next Paragraph are
15 referred to hereinafter as "The Park Defendants."
- 16 4. Defendants JAMES GEORGE JOFFE, JILL ARTEAGA, and JUNE WILLIS
17 are Individuals who were at all relevant times after in or about October 2006 and are
18 now individuals residing and/or doing business and operating in Los Angeles
19 County and in the West Judicial District of the Superior Court, as property managers
20 for J & H ASSET PROPERTY MGT. [*sic.*], INC., a California Corporation, which
21 Plaintiff is informed and believes has not filed fictitious name statements with the
22 County Recorder as required to do business in, but nonetheless is doing business
23 and at all relevant times has done business in the West Judicial District of the
24 County of Los Angeles, California, specifically by operating, attempting to demolish
25 and develop, and otherwise managing property where Plaintiff lives, the subject
26 property, and by doing wrongful actions alleged against them hereinafter. Unless
27 specifically indicated herein otherwise, these Defendant managers of the subject
28 real and personal property collectively along with the owners of the subject real

1 property who hired them to do such management referred to in the preceding
2 Paragraph are referred to hereinafter as "The Park Defendants."

3 5. Plaintiff is informed by him, and on that ground alleges that Defendant
4 MICHAEL CARLSON is an Individual defined in Santa Monica City Charter §
5 1801(e) as a landlord and in § 1801(i) as a tenant of the subject real property
6 owned and managed by other defendants, and under those same sections and
7 Santa Monica City Charter § 1801(c) as both a half-owner and a tenant of the
8 controlled rental unit A-21, the mobilehome involved in this case, and is an
9 individual who since in or about October 2006 has resided and now resides in
10 Venezuela or some other part of the world outside the jurisdiction of the Court but
11 claims and at all relevant times has claimed to be a lawful resident of the West
12 Judicial District of the County of Los Angeles, California.

13 6. At all times mentioned, Plaintiff is informed and believes and on that ground
14 alleges Defendants sued herein by fictitious names, DOES 1 through 20, were and
15 are liable to Plaintiff due to responsibility in some fashion for their own actions
16 and/or actions by other Defendants with whom they are related or in concert, as
17 alleged herein.

18 7. Plaintiff is unaware of the true names and capacities of Defendants DOES 1
19 through 20, and will ask leave of court to amend this COMPLAINT to insert true
20 names and capacities as soon as each is known.

21 8. Plaintiff is informed and believes and thereon alleges that each Defendant,
22 including the DOE Defendants, was the agent, employee, servant, aider, abettor,
23 co-conspirator and/or co-actor of each other Defendant in doing the acts alleged
24 herein to have been done by Defendants, and that each is responsible in some way
25 for the damage and need for relief suffered by Plaintiff and alleged herein.

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1 **FIRST CAUSE OF ACTION**

2 (For Injunctive and Declaratory Relief, Compensatory and Punitive
3 Damages, and Attorneys' Fees, for RETALIATORY EVICTION FOR
4 REPORTING WRONGDOING TO GOVERNMENTAL AGENCIES, Against
5 All Named Defendants except MICHAEL CARLSON; and against DOES 1
6 through 20, Inclusive, and each of them, jointly and severally, Pursuant to
7 Civ. C. § 1942.5, Santa Monica Rent Control Board Regulation 9003, C.C.P.
8 §§ 525 et seq. and 1060.)

- 9 9. Plaintiff realleges and incorporates by reference as though set forth and
10 repeated in full here, all allegations of ¶¶ 1 through 8, inclusive, above.
- 11 10. In addition to the facts alleged in this COMPLAINT ¶ 1 that give Plaintiff an
12 equitable and legal right to reside at the subject property, Plaintiff has openly
13 and notoriously resided there for about six (6) years since in or about
14 October 2006.
- 15 11. The open and notorious nature of such residency included but was not
16 limited to personally residing as a normal resident does, in unit A-21 of the
17 subject property, answering the door when one of The Park Defendants
18 knocked, and coming and going as an average person does to and from his
19 home, constantly except when away from the property working or attending
20 to personal or business matters elsewhere.
- 21 12. Plaintiff also drives and since about October 2006 has driven vehicles
22 registered to him into and out of the subject real property, directly past the
23 office where The Park Defendants work at managing the subject real
24 property and past subject trailer/mobilehome at A-21 and others sitting on
25 spaces at the subject real property. Plaintiff has at all times since that date
26 parked these vehicles in spaces reserved for tenants at the Park, coming
27 and going in those vehicles and parking them openly and notoriously as an
28 average person does when coming and going and parking to and near his
home, constantly except when away from the property working or attending
to personal or business matters elsewhere.

1 13. Plaintiff also went to the local Rent Control Board in about January of 2010
2 about being overcharged by CARLSON for the rent of the subject unit A-21,
3 and asked the Rent Control Board what the rent should be, whereupon The
4 Park Defendants notified CARLSON and HABTE in writing that they knew
5 that HABTE was residing in Unit A-21, although they claimed, unlawfully, that
6 he did not have tenancy rights. A true and correct copy of that written
7 acknowledgment The Park Defendants knew of Plaintiff's residency at the
8 subject real property and his claim to own half of the mobilehome at space A-
9 21 is attached hereto, denominated Exhibit "A," and incorporated by
10 reference as though repeated in full here.

11 14. Plaintiff did at that time and does now have tenancy rights under all the
12 provisions of law alleged herein to give Plaintiff the right to own and reside in
13 the controlled rental unit consisting of both the mobilehome he half-owns and
14 the mobilehome space, both controlled by the Rent Control Board and
15 governed by the provisions of the Santa Monica City Charter and Municipal
16 Code referred to hereinabove and hereinbelow and incorporated by
17 reference as though repeated in full here. However, The Park Defendants
18 took no action to deprive him of those tenancy rights until recently as alleged
19 hereinafter, so there was until recently no damage to Plaintiff from whatever
20 they wrongfully claimed in 2010, and no then-current controversy, so Plaintiff
21 could not sue regarding this subject until recently.

22 15. After February 5, 2010 when The Park Defendants sent the letter copied in
23 Exhibit "A," The Park Defendants accepted rent for unit A-21, and Plaintiff
24 paid that rent to CARLSON, for over two (2) more years, until on or about
25 April 1, 2012.

26 16. On or about February 13, 2012, Plaintiff became aware for the first time that
27 a landmark designation case has been filed and had been lost before the
28 Santa Monica Landmarks Commission, by certain residents of the Park, and

1 on February 23, 2012 Plaintiff joined in those residents' appeal of the denial
2 of landmark designation for the subject property ("the Landmarks
3 Commission Appeal"). As part of the Landmarks Commission Appeal,
4 Plaintiff and those other residents pointed out wrongdoing by The Park
5 Defendants such as removal of amenities guaranteed by Rent Control and
6 lying to state tax officials about having changed ownership of the subject
7 property.

8 17. On April 6, 2012, 43 days after filing the Landmarks Commission Appeal, at
9 about 6:00 p.m. when he returned home from work for the day, Plaintiff
10 received posted on the gate to unit A-21 where he resides, a copy of a "Five
11 (5) Day Demand for Surrender of Possession of Mobilehome Site and Quit"
12 ("5-Day Demand to Quit") addressed to "all Occupants and Persons in
13 Possession" and addressing him the resident of unit A-21 specifically as
14 John Doe, one of those "Occupants and Persons in Possession."

15 18. This 5-Day Demand to Quit was from DEFENDANT JILL ARTEAGA on
16 behalf of all The Park Defendants and perhaps was conspired in by
17 Defendant CARLSON as well, as specified in the FIFTH Cause of Action
18 against him hereinafter. This 5-Day Demand to Quit claims Plaintiff has no
19 written rental agreement with management and no right to actual and
20 physical possession at the subject property unit A-21 and also claims Plaintiff
21 does not have a right to reside at the subject real property under the terms of
22 an alleged "new tenancy required by management's rental agreement under
23 Civil Code Section 798.75(a)." A true and correct copy of that 5-Day
24 Demand to Quit is attached hereto, denominated Exhibit "B," and
25 incorporated by reference as though repeated in full here.

26 19. The Park Defendants posted that 5-Day Demand to Quit, Exhibit B, fewer
27 than 45 days after Plaintiff had filed the Landmarks Commission Appeal
28 indicating wrongful acts by Defendants, which was after over six years of

1 Defendants' accepting rent knowing by his notorious residency and parking
2 at the real property owned and/or managed by them that he was residing
3 there, and which was after over two (2) years of the Park Defendants'
4 continuing to accept rent after they acknowledged in writing in Exhibit A that
5 they knew Plaintiff was residing at the subject real property owned and/or
6 managed by The Park Defendants in the mobilehome they acknowledged in
7 that writing that they knew he claimed to own one-half of with Defendant
8 CARLSON, unit A-21.

9 20. That 5-Day Demand to Quit, Exhibit B, is dated "4-7-12", but it actually was
10 posted on April 6, 2012. Nothing else was posted or given to Plaintiff by The
11 Park Defendants on April 6, 2012.

12 21. On April 7, 2012, at about 4:30 p.m., The Park Defendants, through
13 Defendant JUNE WILLIS ("WILLIS"), handed Plaintiff in front of unit A-21, a
14 copy of a "Combined Three (3) Day Notice to Pay Rent or Quit, Three (3)
15 Day Notice to Perform Covenants or Quit, and Sixty (60) Day Notice to
16 Terminate Possession Warning, which claimed it was the 2nd such notice for
17 Non-Payment of Rent, Utility Charges, or Other Reasonable Incidental
18 Services that Had Been Served Upon Plaintiff ("Three-Day Notice to Pay or
19 Quit"). A true and correct copy of that Three-Day Notice to Pay or Quit is
20 attached hereto, denominated Exhibit "C," and incorporated by reference as
21 though repeated in full here.

22 22. This Three-Day Notice to Pay or Quit, Exhibit C claims utilities for the period
23 February 1 through March 1 [*sic.*] in the amount of \$35.49 and Rent and
24 Utilities for the period April 1 through through April 30 in the amounts of \$360
25 and \$26.70, respectively, were due and unpaid, and claimed the total amount
26 due and unpaid was \$422.19, the sum of those three amounts.

27 23. Plaintiff is informed and believes and on that ground alleges that The Park
28 Defendants in taking the above actions acted with fraud in both claiming

1 unlawfully that Plaintiff had no tenancy agreement, when from the beginning
2 of his tenancy and certainly after they acknowledged in writing they knew of
3 his residency at the subject property, he had an implied rental agreement
4 with The Park Defendants under the Rent Control Law and therefore had
5 tenancy rights The Park Defendants could not take away except for good
6 cause as defined under that Law, and in claiming untruthfully that they had
7 some requirement for a "new tenancy."

8 24. Plaintiff further alleges that The Park Defendants in taking the above actions
9 acted with oppression, in that serving such an unlawful notice on a lawful
10 tenant subjects the tenant to stress and worry that he has a right not to be
11 subjected to under the law, but The Park Defendants take advantage of their
12 greater wealth and bargaining power, in addition to their ability to hire
13 lawyers not available to tenants, and use those methods to bully tenants
14 oppressively into giving up the tenants' legal rights. The Park Defendants
15 have acted oppressively not only as to retaliatory eviction as alleged in this
16 Cause of Action, but also at the same time as to wrongful eviction, so their
17 oppression against tenants is double.

18 25. Plaintiff further alleges that The Park Defendants in taking the above actions
19 acted with coercion because they know Plaintiff has tenancy rights under the
20 local Rent Control Law but they seek to extort those rights from him, to their
21 financial advantage, by using his fear of being attacked with seemingly legal
22 but actual unlawful documents by managers, attorneys, and The Park
23 Defendant owners themselves in retaliation for reporting wrongdoing by The
24 Park Defendants.

25 Retaliatory Eviction

26 26. Whether or not Defendants have any legal basis for the claim made that
27 Plaintiff has no right to reside at the subject property, the claim is clearly
28

1 retaliatory against him for reporting possible wrongdoing by Defendants to
2 governmental agencies.

3 27. Under the local rent control law, sending any letter challenging a person's
4 right to reside at a housing unit constitutes part of the process of eviction and
5 under state and that local law any act of eviction is deemed to be wrongful
6 eviction if it is retaliatory for exercising legal rights. It is not necessary for the
7 tenant to be afraid of being evicted or to actually move.

8 28. The acts by Defendants outlined above therefore constitute wrongful
9 eviction.

10 29. Plaintiff has been damaged physically, financially, and psychologically by this
11 wrongful retaliatory eviction, and is likely to continue to suffer these types of
12 damages and others unknown to him at this time in the future, as long as the
13 uncertainty serving these notices on Plaintiff and the possibility of more legal
14 action against him continues..

15 30. Plaintiff alleges entitlement to the damages for retaliatory eviction provided
16 for in Civil Code § 1942.5(f), consisting of the actual damages sustained by
17 the lessee, as proven at trial, and punitive damages in an amount of not less
18 than one hundred dollars (\$100) nor more than two thousand dollars
19 (\$2,000) for each retaliatory act where the lessor or agent has been guilty of
20 fraud, oppression, or malice with respect to that act. As to the number of
21 retaliatory acts, Plaintiff has alleged two above and retains the right to amend
22 this Complaint to add any further acts in the future by The Park Defendants.

23 31. Plaintiff also alleges entitled to reasonable attorney's fees pursuant to Civil
24 Code § 1942.5(g).

25 Declaratory Relief

26 32. The Park Defendants claim a right to undertake eviction action against
27 Plaintiff without further notice. Plaintiff has observed wrongful evictions by
28

1 Defendants in the past five years since they started trying to get rid of
2 tenants to develop the real property in a changed use, as alleged hereinafter,
3 and those wrongful evictions went just the way this one began. Defendants
4 made some outlandish claim and started harassing old people who live at the
5 subject property. Eventually the tenants, being overwhelmed by fraud,
6 oppression and malice even though they had legal rights to stay, gave up
7 and moved.

8 33. Plaintiff claims he has tenancy rights under the local rent control law, he has
9 an implied rental agreement with The Park Defendants based on their
10 accepting rent when he had no other rental agreement with them, they have
11 no rules and regulations of the Park applicable to any tenant under rent
12 control, including Plaintiff, and they have no right under the state law to take
13 away rights granted by the local rent control law.

14 34. The Park Defendants attempted in the past to impose rental agreements
15 taking away rent control rights on tenants, which the Court of Appeal
16 affirming the Rent Control Board and Superior Court determined to be
17 unlawful in Village Trailer Park, Inc. v. Santa Monica Rent Control Bd. (2nd
18 Dist., 2002) 101 Cal.App.4th 1133, 1147-8.

19 35. Having claimed the same state laws they now claim provide Plaintiff does not
20 have tenancy rights preempted other tenants' local rent control rights, and
21 having lost on that claim first at the Rent Control Board, and then in both the
22 Superior Court and the Court of Appeal, The Park Defendants' continuing to
23 make claims against tenants they know to be invalid claims constitutes
24 knowing and wilful fraud, oppression, and malice.

25 36. The dispute is a current controversy. Plaintiff attempted on both April 9,
26 2012, within the three-day notice period to pay rent or quit if the notice had
27 been posted as stated on its face, April 6, 2012, and then again with
28 witnesses and a video recorder on April 10, 2012, within three days of the

1 date the notice was actually posted, April 7, 2012, at the address given in the
2 Notice, to pay the full amount of rent and utility charges demanded in the 3-
3 Day Notice to Pay or Quit. Defendant WILLIS on April 10, 2012 refused to
4 take the tendered rent check, stating she had been told by some person she
5 refused to name that she was "not authorized" to take the rent check. She
6 also there and then acknowledged in an admission against The Park
7 Defendants' interest, in front of the witnesses and the videotape, that she
8 had refused to take the check when Plaintiff tendered it on April 9, 2012, for
9 the same reason that she had been told by some person she refused to
10 name that she was "not authorized" to take the rent check. When then asked
11 why she refused to take the check when she had given Plaintiff a 3-Day
12 Notice to pay it, she refused to answer.

13 37. Giving both a Notice to Quit on the claimed ground that a person has no
14 tenancy rights, and then giving a notice to pay rent or quit, and dating the two
15 notices opposite to the days they were served, then refusing to take tendered
16 rent during the three-day period, all of which The Park Defendants did as
17 alleged above, subjects Plaintiff to further inability to determine without the
18 Court's help what his rights are.

19 38. Plaintiff requests a determination of his rights at this time in the
20 circumstances so that he may be relieved of the stress and anxiety, plus
21 interference with his ability to work and make a living, to which the actions of
22 The Park Defendants alleged hereinabove have subjected him..

23 39. Plaintiff also requests incidental damages in the form of attorney's fees for
24 having to obtain legal help to prepare the Complaint and this request for
25 declaratory relief.

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9 the same reason that she had been told by some person she refused to
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18 Court's help what his rights are.

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20 circumstances so that he may be relieved of the stress and anxiety, plus
21 interference with his ability to work and make a living, to which the actions of
22 The Park Defendants alleged hereinabove have subjected him..

23 39. Plaintiff also requests incidental damages in the form of attorney's fees for
24 having to obtain legal help to prepare the Complaint and this request for
25 declaratory relief.

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1 Defendants to prove this unprovable fact, that retaining the Park as a mobilehome
2 park is infeasible.

3 47. Moreover, under state law, Civil Code § 798.56(g), eviction of a
4 mobilehome tenant can occur for change of use of the park or any portion thereof,
5 provided:

6 (1) The management gives the homeowners at least 15 days' written
7 notice that the management will be appearing before a local governmental
8 board, commission, or body to request permits for a change of use of the
9 mobilehome park. and

10 (2) After all required permits requesting a change of use have been
11 approved by the local governmental board, commission, or body, the
12 management shall give the homeowners six months' or more written
13 notice of termination of tenancy.

14 48. Rent Control Charter Amendment § 1803(t) provides as follows:

15 (t) REMOVAL OF CONTROLLED UNIT FROM RENTAL HOUSING MARKET:

16 (1) Any landlord who desires to remove a controlled rental unit from the rental
17 housing market by demolition, conversion or other means is required to obtain a
18 permit from the Board prior to such removal from the rental housing market in
19 accordance with rules and regulations promulgated by the Board. In order to
20 approve such a permit, the Board is required to find that the landlord cannot make
21 a fair return by retaining the controlled rental unit.

22 (2) Notwithstanding the foregoing provisions of this subsection, the Board may
23 approve such a permit:

24 (i) If the Board finds that the controlled rental unit is uninhabitable and is
25 incapable of being made habitable in an economically feasible manner,
26 or
27

1 (ii) If the permit is being sought so that the property may be developed
2 with
3 multifamily dwelling units and the permit applicant agrees as a condition
4 of approval, that the units will not be exempt from the provisions of this
5 Article pursuant to Section 1801(c) and that at least fifteen (15) percent
6 of the controlled rental units to be built on the site will be at rents
7 affordable by persons of low income. [Emphasis added.]

8 49. Once again, getting a permit to remove the rental units at the subject
9 mobilehome park to change its use would require The Park Defendants to prove
10 keeping the units and staying in business with them as a mobilehome park would
11 not be economically feasible, the same proof they are required to make under the
12 General Plan. Alternatively, to obtain a removal from rent control permit The Park
13 Defendants could prove all the units at the Park are uninhabitable and cannot be
14 made habitable in an economically feasible manner, or agree to have all the
15 housing units they build at the site subject to rent control.

16 50. Plaintiff is informed and believes and on that ground alleges that The Park
17 Defendants know they cannot prove it is not feasible to retain a mobilehome park
18 that has been in existence and operated profitably for over 65 years. Neither can
19 they prove that all the units there are uninhabitable, or if any is, that the owner
20 thereof, a homeowner such as Plaintiff, would not make it habitable, so would do
21 so in an economically feasible way for The Park Defendants. Likewise, they do
22 not wish to have all the housing they build be covered by rent control, when the
23 General Plan requires them to build at least 50% of their project as housing (and
24 arguably more, since the City Council approved a 100% commercial building but
25 the General Plan requires 50% commercial and 50% housing in the District).

26 51. Therefore, Plaintiff is informed and believes and on that ground alleges that
27 The Park Defendants seek to eliminate all opponents whose presence would
28 constitute opposition to their change-of-use unlawful scheme and require The Park

1 Defendants to prove these unprovable facts, or make them agree to have all the
2 housing they build be subject to rent control.

3 52. In any event, since The Park Defendants do not have a removal permit from
4 the Rent Control Board, they cannot evict tenants from the spaces or require
5 removal of the rent-controlled mobilehomes, unless they have good cause under
6 the Rent Control Law. They have alleged no such cause in their Notice, Exhibit B
7 to Plaintiff, and they have refused to take rent in the three-day period covered by
8 Exhibit C.

9 53. Therefore, any attempt to evict Plaintiff violates the Rent Control Charter
10 Amendment.

11 54. Plaintiff will be irreparably harmed if an injunction is not granted, in that he
12 will be removed from his home or have to live with constant uncertainty when The
13 Park Defendants will seek next to so remove him, in violation of his right to reside
14 in that home, mobilehome A-21 and the mobilehome space it sits on, both covered
15 by Rent Control.

16 55. Subjecting Plaintiff to that constant uncertainty is also a current violation
17 and will in the future constitute more violations of the implied covenant of good
18 faith and fair dealing implied in every rental agreement with a tenant, even an
19 implied agreement such as Plaintiff has with The Park Defendants.

20 56. Finally, subjecting Plaintiff to that constant uncertainty is also a current
21 violation and will in the future constitute more violations of the covenant of quiet
22 enjoyment of tenancy implied in every rental agreement with a tenant, even an
23 implied agreement such as Plaintiff has with The Park Defendants.

24 57. The Park Defendants, on the other hand, can show the Court no legal rights
25 they have to make the claims they are making against Plaintiff other than the claim
26 of preemption of local rent control law by state law that they made and lost on in
27 the Village Trailer Park, Inc. case cited above, which claims are even less valid
28 when their claim of a right to evict for change of use is made on the basis of a

1 state law that itself requires them to obtain whatever local permits they are
2 required to obtain or say at what public meeting within 15 days they will obtain
3 those permits, and in this case a permit is required that they do not have.

4 Moreover, even if they had legal rights, they would not be irreparably harmed from
5 having to wait until trial to have them determined, especially since this case has
6 priority because it seeks injunctive and declaratory relief.

7 58. Plaintiff further seeks attorney's fees as incidental damages for having to
8 obtain legal help to prepare the Complaint and to hire an attorney to appear for
9 him regarding a TRO request and any others he shall make to seek injunctive
10 relief.

11 THIRD CAUSE OF ACTION

12 (For Injunctive Relief and Incidental Damages, and Attorneys' Fees, for
13 UNLAWFUL DEMOLITION OF RENT-CONTROLLED HOUSING UNITS
14 WITHOUT A PRIOR REMOVAL PERMIT FROM THE RENT CONTROL
15 BOARD AND OTHER INTENTIONAL VIOLATIONS OF THE SANTA
16 MONICA RENT CONTROL CHARTER AMENDMENT, Against All Named
17 Defendants except MICHAEL CARLSON; and against DOES 1 through 20,
18 Inclusive, and each of them, jointly and severally, Pursuant to Santa Monica
19 Rent Control Charter Amendment §§ 1801(d), 1803(t) and 1811, C.C.P. §
20 338 and §§ 525 et seq.)

21 59. Plaintiff realleges and incorporates by reference as though set forth and
22 repeated in full here, all allegations of Paragraphs 1 through 8, 10 through 43,
23 and 45 through 58, inclusive, above.

24 60. As alleged above, Rent Control Charter Amendment § 1803(t) provides as
25 follows:

26 (t) REMOVAL OF CONTROLLED UNIT FROM RENTAL HOUSING MARKET:

27 (1) Any landlord who desires to remove a controlled rental unit from the rental
28 housing market by demolition, conversion or other means is required to obtain a
permit from the Board prior to such removal from the rental housing market in
accordance with rules and regulations promulgated by the Board. [Emphasis
added.]

1 61. Defendants have not applied for or obtained a removal permit from the Rent
2 Control Board to remove any rent-controlled housing units at the subject
3 property.

4 62. Trailers and mobilehomes—as well as the spaces they sit on—are defined as
5 controlled housing units in Santa Monica City Charter § 1801(c).

6 63. The Park Defendants registered 109 rental housing units at the subject
7 property in 1979 when Rent Control passed, and have never obtained
8 permission to have any lesser number.

9 64. Defendants therefore violated the law when they demolished, allowed others
10 to demolish, sold, removed, or somehow or other unknown to Plaintiff caused
11 about 30 or more trailers at the subject property to disappear. Plaintiff observed
12 16 of them being demolished by The Park Defendants' agents, 10 in November
13 2011 and four (4) in February 2012. The remaining 16 just vanished overnight
14 one at a time, or suddenly when Plaintiff came home he saw one or more trailers
15 broken into pieces lying around, and/or some pieces in dumpsters. Plaintiff
16 believes this disappearance of trailers all happened within three (3) years past,
17 the statute of limitations for violation of a statute such as the Rent Control City
18 Charter Amendment, Chapter 18 of the Santa Monica City Charter, as that
19 statute of limitations is provided in C.C.P. § 338.

20 65. Plaintiff is informed and believes and on that ground alleges that The Park
21 Defendants are telephoning and visiting tenants at the subject property trying to
22 get those tenants to give up their rights for far less than they are entitled to, and
23 “sell” their trailers to The Park Defendants. Since these tenants would be doing
24 so under coercion, the tenants' consent is not voluntary, and in any event, rights
25 of a tenant under rent control are not waiveable, pursuant to City Charter § 1807.

26 66. Nonetheless, Plaintiff has observed that as soon as as few as four (4) or
27 more trailers are “bought,” that The Park Defendants have in the past gone, and
28 on that ground he alleges The Park Defendants threaten in the future similarly to

1 go, to their co-conspirators at the City of Santa Monica, get a ministerial permit to
2 cap off utilities to those trailers, and with little notice to anyone at the subject
3 property The Park Defendants will demolish those trailers as they have the 30
4 others. Therefore, before anyone can do anything about it, more rental housing
5 units will be gone without a removal permit, as happened to the 30 now already
6 gone.

7 67. An eviction notice was served on Plaintiff and all other residents of the
8 subject property due to the proposed project by The Park Defendants to change
9 the use of the subject real property, on or about July 10, 2006. Based on their
10 desire to prepare for that proposed project, The Park Defendants thereafter,
11 citing claimed rights to do so under a proposed development agreement filed
12 with (but not approved by) the City of Santa Monica, changed procedures
13 Plaintiff and the other residents had enjoyed prior to that time. These included
14 rights such as being able to refurbish, replace, rent and/or sell their trailers, and
15 such as having all spaces vacated by other tenants rereanted immediately so the
16 community stayed complete, as it had during the portion of the time Plaintiff had
17 observed, through over 50 years of existence until that time.

18 68. Plaintiff is entitled to all the housing services provided to his unit prior to rent
19 control. These include, as defined in City Charter § 1801(d), "the right to have a
20 specified number of occupants, and any other benefit, privilege or facility
21 connected with the use or occupancy of any rental unit."

22 69. Taking away rental housing units from the property and leaving spaces
23 vacant lessens Plaintiff's security, in that the Park looks like a ghost town, so
24 transients and thieves feel free to walk around and through it. Plaintiff believes
25 and on that ground alleges that this lack of security contributed to a break-in at
26 his home and theft of over \$30,000 worth of personal property therefrom in 2011,
27 and if that lack of security through allowing the Park to remain with 30 vacant
28 spaces continues, will continue to subject him to threat of further burglaries in the

1 future. Moreover, the community of people that is one of the benefits of living in
2 a Park instead of in an anonymous apartment building or a neighborhood with
3 widely-separated houses where one has little contact with neighbors is lost to
4 him as long as those 30 vacant spaces remain.

5 70. Therefore, removing Plaintiff's housing services such as the right to refurbish,
6 rent or sell his trailer or mobilehome, depriving him of the security and
7 congeniality of having neighbors, and violating the law by removing rental units
8 without a removal permit—subjecting him to the anxiety of knowing as has
9 already happened once, as alleged hereinabove, his unit may be next in the
10 gunights of The Park Defendants—violates the Rent Control Charter
11 Amendment.

12 71. Section 1811 authorizes Plaintiff to seek an injunction against such violation
13 of the City Charter as well as the other violations by The Park Defendants
14 alleged hereinabove.

15 72. Plaintiff will be irreparably harmed if an injunction against the violations of
16 law alleged in this Cause of Action is not granted, in that he will be deprived of
17 housing services and the security and congeniality of neighbors, and will have to
18 live with constant uncertainty when The Park Defendants will seek to so remove
19 his rental housing unit as they have removed others unlawfully, with no
20 intervention by the Rent Control Board to enforce the City Charter, and in
21 violation of his right to have the Rent Control Law followed.

22 73. The Park Defendants, on the other hand, can show the Court no legal rights
23 they have to make the claims they are making of rights to violate the Rent
24 Control Law other than the same claim of preemption of local rent control law by
25 state law that they made and lost on in the Village Trailer Park, Inc. case cited
26 above. Moreover, even if they had legal rights, they would not be irreparably
27 harmed from having to wait until trial to have them determined, especially since
28 this case has priority because it seeks injunctive and declaratory relief.

1 74. Plaintiff further seeks attorney's fees as incidental damages for having to
2 obtain legal help to prepare the Complaint and to hire an attorney to appear for
3 him regarding a TRO request and any others he shall make to seek injunctive
4 relief.

5 **FOURTH CAUSE OF ACTION**

6 (For Injunctive and Declaratory Relief, Compensatory and Punitive
7 Damages, and Attorneys' Fees, for INTENTIONAL INFLICTION OF
8 EMOTIONAL DISTRESS, Against All Named Defendants except MICHAEL
9 CARLSON; and against DOES 1 through 20, Inclusive, and each of them,
10 jointly and severally, Pursuant to C.C.P. §§ 525 et seq. and 1060.)

11 75. Plaintiff realleges and incorporates by reference as though set forth and
12 repeated in full here, all allegations of ¶¶ 1 through 8, 10 through 43, 45 through
13 58, and 60 through 74, inclusive, above.

14 76. Each instance of retaliatory eviction for reporting wrongdoing to govern-
15 mental agencies; of unlawful eviction under local and state law; and of unlawful
16 demolition of rent-controlled housing units without a prior removal permit from
17 the Santa Monica Rent Control Board and other intentional violations of the
18 Santa Monica Rent Control Charter Amendment alleged hereinabove, besides
19 being the violation of Plaintiff's rights or statutory provisions alleged in each
20 cause of action so outlining said instances, also caused Plaintiff grave emotional
21 distress at the same time as and after the personal and statute-violating injuries.

22 77. Defendants threaten to continue such said activities, and claim a right to do
23 so, as for instance in Exhibits A, B, and C, and in their open and notorious
24 removals of rent-controlled units without a removal permit from the Santa
25 Monica Rent Control Board.

26 78. Plaintiff claims Defendants have no right to continue said activities now or in
27 the future.

28 79. Said emotional injuries have been, are, and therefore threaten to continue to
be in the future unless the Court intervenes, manifested by worsening of the
asthma Plaintiff contracted beginning in 2008 and sharply worsening from the

1 stress in 2010 of having his home threatened by receipt of the letter copied as
2 Exhibit A hereto; inability to sleep; inability to eat properly and digest nutritious
3 food as contrasted to adverse-feeling-placating junk food and snacks;
4 headaches; back and shoulder aches; perceptual disturbances; memory loss;
5 feelings of depression; inability to follow through with planned activities including
6 but not limited to getting care for the above-listed symptoms; decreased energy;
7 persistent fear not caused by current events; and worry to the extent of possible
8 paranoia.

9 80. Said emotional distress was foreseeable and in fact intended by The Park
10 Defendants, who see eliminating or incapacitating homeowners at the subject
11 property as a goal making it more likely for them to be able to get their proposed
12 development project at the subject property approved, since by causing
13 emotional distress they are more likely to succeed in being able to have
14 potential opponents to the development project such as Plaintiff move or be
15 unable to object cogently, rather than continue effectively to oppose the
16 development as Plaintiff and others so injured have done in the past.

17 81. These intentional attempts to disrupt Plaintiff's emotional life were effective to
18 the extent that Plaintiff has suffered much more difficulty in coping with daily life
19 than before these wrongful actions by Defendants occurred, and Plaintiff knows
20 of no other likely cause.

21 82. Plaintiff has also suffered and continues to suffer economic harm proximately
22 caused by Defendants' wrongful such acts, in becoming increasingly less able to
23 manage his economic affairs. Plaintiff is informed and believes and on that
24 ground alleges that causing homeowners at the subject property to become less
25 competent economically is a specific strategy of The Park Defendants, who
26 have taken over trailers belonging to at least 30 homeowners who, after The
27 Park Defendants served the eviction notice referred to above in or about July
28

1 2006 and then did the other wrongful acts alleged herein, became unable to
2 cope with their economic affairs as they had prior to the wrongful acts.

3 83. Plaintiff therefore alleges he has the same right to injunctive and declaratory
4 relief and damages both compensatory and punitive, under this Cause of Action,
5 as under the First Cause of Action incorporated herein, and therefore Plaintiff
6 requests such relief here on the basis of the above-alleged intentional infliction
7 of emotional distress, as he has under the facts and law involved in the First
8 Cause of Action.

9 84. In so doing as alleged hereinabove, Defendants seem to have knowingly,
10 intentionally, and maliciously, for their own self-interest and in direct opposition
11 to Plaintiff's interests, so intentionally caused emotional distress to Plaintiff as to
12 entitle him to punitive as well as compensatory damages, so as to this cause of
13 action specifically Plaintiff reserves the right after discovery if such intent is
14 according to evidence discovered to be probable, to amend this COMPLAINT to
15 allege entitlement to punitive damages, whether or not he is also entitled to such
16 damages under the other causes of action herein.

17 FIFTH CAUSE OF ACTION

18 (For Injunctive and Declaratory Relief, Compensatory and Punitive
19 Damages, and Attorneys' Fees, for FRAUD, Against All Named Defendants
20 including MICHAEL CARLSON; and against DOES 1 through 20, Inclusive,
21 and each of them, jointly and severally, Pursuant to C.C.P. §§ 525 et seq.
22 and 1060.)

23 85. Plaintiff realleges and incorporates by reference as though set forth and
24 repeated in full here, all allegations of ¶¶ 1 through 8, 10 through 43, 45 through
25 58, 60 through 74, and 76 through 84 inclusive, above.

26 86. Defendant CARLSON, in violation of his oral promise to Plaintiff with no
27 intention of honoring it at the time in about March 2006 that CARLSON would
28 sell Plaintiff one-half interest in the mobilehome at A-21 for \$15,000 and they

1 would be 50-50 owners with Plaintiff having the sole and exclusive right to
2 reside in the mobilehome, on or about April 1, 2012 stopped paying The Park
3 Defendants rent for space A-21, which Plaintiff had paid to CARLSON as
4 agreed in or about March 2006 and as performed by both CARLSON and
5 Plaintiff until that time thereafter, and even though Plaintiff on or about April 1,
6 2012 tendered the rent for space A-21 as usual to CARLSON.
7

8 87. Plaintiff is informed and believes and on that ground alleges that
9 Defendant CARLSON in furtherance of the fraudulent scheme to deprive
10 Plaintiff of both the \$15,000 Plaintiff paid CARLSON for half interest in the
11 mobilehome, and the \$450,000 relocation fee from The Park Defendants that
12 will be due to any RESIDENTS who are displaced by The Park Defendants'
13 proposed development of the real property, on some date within the three (3)
14 years past unknown to Plaintiff at this time, who will seek leave to amend this
15 COMPLAINT when same shall become known to Plaintiff, changed the title at
16 the DMV to take Plaintiff's name off it and refused either to take Plaintiff's check
17 for the rent or to pay the rent to The Park Defendants.
18
19

20 88. Plaintiff has been damaged by these fraudulent actions due to no fault of
21 his own, in that he is unable to get The Park Defendants to take rent and
22 therefore has had to sue, as alleged above, and besides the uncertainty caused
23 by fraudulent actions of The Park Defendants, now has the fraud of CARLSON
24 to deal with as well. At this time until the Court intervenes, Plaintiff is without
25 either his \$15,000 paid to CARLSON, or a secure place to live as he has had for
26 the past six (6) years, or recompense for that deprivation by The Park
27
28

1 Defendants if he is not allowed to stay as a lawful resident as he is entitled to
2 do.

3 89. Plaintiff has opened a trust account with the rent and utility payments
4 claimed to be due in the 3-Day Notice from The Park Defendants, since neither
5 they nor CARLSON would accept from Plaintiff the payments due April 1, 2012.
6

7 90. Plaintiff has fully performed for over six (6) years on the oral contract
8 made with CARLSON in about March 2006.

9 91. Plaintiff therefore alleges he is entitled to confirmation that it is owed to
10 him in all documents having to do with the matter, including but perhaps not
11 limited to the title to the mobilehome on file with the California Department of
12 Motor Vehicles, and/or restitution of his half-interest in the A-21 mobilehome
13 from CARLSON, and enforcement of the oral contract CARLSON made with
14 him in about March 2006 that in return for \$15,000 Plaintiff would receive a half-
15 interest in that mobilehome and the sole and exclusive right to reside there if he
16 paid the rent each month to CARLSON.
17

18 92. The right to tenancy, for which Plaintiff has paid CARLSON in full as due
19 for over six (6) years, now entitles Plaintiff as a resident, not CARLSON, to the
20 replacement housing and relocation benefits due from The Park Defendants, if
21 their proposed development project happens, or if it does not, to the rights of a
22 tenant covered by Rent Control and state law at the subject property. Therefore,
23 if CARLSON through his fraud alleged hereinabove receives these rights
24 instead of Plaintiff, he owes Plaintiff damages for fraudulently taking Plaintiff's
25 rights.
26
27
28

1 93. CARLSON did this by making a promise he did not intend at the time to
2 fulfill but which he knew Plaintiff would rely upon, which Plaintiff did rely upon as
3 any reasonable person would have in the circumstances, and based on which
4 Plaintiff paid CARLSON \$15,000 for the half interest and residency rights,
5 thereafter paid the rent for six (6) years, and in 2011 and 2012 took actions as
6 alleged herein to attempt to enforce his rights against The Park Defendants as a
7 resident covered by rent control and state law against developers who seek to
8 close a mobilehome park, evict its tenants, and change its use.

9
10 94. Plaintiff therefore alleges he is entitled to all legal and equitable relief
11 provided by law for fraud as alleged hereinabove against CARLSON, and
12 reserves the right to ask the Court to amend this COMPLAINT to allege
13 entitlement to any further and different relief future discovery shall show Plaintiff
14 is entitled to against CARLSON and/or any co-conspirators he might have in this
15 or other fraudulent schemes participated in by CARLSON that Plaintiff may
16 discover.
17

18
19 SIXTH CAUSE OF ACTION

20 (For Injunctive and Declaratory Relief, Compensatory and Punitive Damages,
21 and Attorneys' Fees, for FRAUDULENT UNFAIR COMPETITION, Against All
22 Named Defendants; and DOES 1 through 20 and each, jointly and severally,
23 Pursuant to B. & P. C. §§ 17200, et. seq.; and C.C.P. §§ 525 et seq. and 1060.)

24 95. Plaintiff realleges and incorporates by reference as though set forth and
25 repeated in full here, all allegations of ¶¶ 1 through 8, 10 through 43, 45
26 through 58, 60 through 74, 76 through 84, and 86 through 94, inclusive,
27 above.

28 96. Actions alleged herein were fraudulent and constitute unfair competition, as
well as the other causes of action in which they are stated.

1 97. Plaintiff has lost well over \$10,000 in actual damages to date, from not
2 being able to work due to Defendants' wrongful actions toward him, as
3 alleged hereinabove.

4 98. In doing the tortious actions as alleged hereinabove, Defendants knowingly,
5 intentionally, and maliciously, for their own self-interest and in direct
6 opposition to Plaintiff's interests, engaged in unfair competition by doing
7 those wrongful actions.

8 99. Plaintiff therefore alleges he has the same right to injunctive and
9 declaratory relief and damages both compensatory and punitive, under this
10 Cause of Action, as under the First Cause of Action incorporated herein, and
11 therefore Plaintiff requests such relief here on the basis of preventing,
12 declaring, and reserving rights to damages for Defendants' engaging in unfair
13 competition, as alleged there under the First Cause of Action.

14 SEVENTH CAUSE OF ACTION

15 (CIVIL CONSPIRACY, Imposing Vicarious Liability for Causes of Action One through Six
16 or Seven, as Discovery May Show Each Defendant's Conspiracy Liability to Be, Against
17 All Defendants, for all acts by any of them in furtherance of the common design, against
each of them, jointly and severally)

18 100. Plaintiff realleges and incorporates by reference as though set forth and
19 repeated in full here, all allegations of ¶¶ 1 through 8, 10 through 43, 45
20 through 58, 60 through 74, 76 through 84, 86 through 92, and 94 through 99,
21 inclusive, above.

22 101. Defendants, and each of them, either at the inception of the wrongful acts
23 alleged hereinabove, or by joining an existing conspiracy of other Defendants
24 later, agreed to a plan to accomplish the wrongful design against Plaintiff of
25 each of the other Defendants.

26 102. Wrongful acts were undertaken to harm Plaintiff, in furtherance of the
27 wrongful plan, as alleged hereinabove.
28

1 103. Plaintiff is informed and believes and on that basis alleges, that each
2 Defendant is a knowing participant in the conspiracy to harm Plaintiff.

3 104. In so doing as alleged hereinabove, each Defendant knowingly,
4 intentionally, and maliciously, for his/her/its own self-interest and in direct
5 opposition to Plaintiff's interests, entered into, was a conscious member of,
6 and participated in the conspiracy to engage in the acts alleged hereinabove.

7 105. Plaintiff therefore alleges each Defendant is vicariously liable for
8 each action in furtherance of the conspiracy to commit these acts, fully liable
9 for the harm to Plaintiff caused by the actions of any Defendant, and subject
10 to the Court's orders for relief of whatever kind, as though each Defendant
11 had actively committed each and every act committed by any Defendant.

12 **WHEREFORE, Plaintiff prays:**

13 On All Causes of Action Except the Fifth, Against All Defendants Except MICHAEL
14 CARLSON, and Including the Fifth and Defendant MICHAEL CARLSON if Future
15 Discovery Shows Same to Be Warranted, jointly and severally :

- 16 1. After minimum notice as required by law and separate hearing, for a
17 temporary restraining order and an order to show cause why a preliminary
18 injunction enjoining each and every action by Defendants proven as alleged
19 in each cause of action should not be entered, and for entry of such
20 preliminary injunction until after trial or such other time as the Court deems
21 just and proper;
- 22 2. Thereafter, after separate motion and hearing, for entry of a permanent
23 injunction enjoining each and every action by Defendants proven as fulfilling
24 the elements of each cause of action of Plaintiff, until such time as the Court
25 deems just and proper;
- 26 3. For incidental damages associated with having to obtain injunctive relief,
27 according to proof after appropriate discovery;
- 28 4. For a declaration affirming Plaintiff's rights as to each cause of action;

- 1 5. For damages, compensatory and/or punitive, according to proof;
- 2 6. If Plaintiff requests, leave of court to amend this COMPLAINT to add claims
- 3 for further damages both compensatory and/or statutory and/or punitive, as
- 4 shown to be proper;

5 On the Fifth Cause of Action Against Defendant MICHAEL CARLSON:

- 6 7. For enforcement of the contract of sale fraudulently represented by
- 7 CARLSON in about March 2006 that it was his intention to perform when he
- 8 took \$15,000 from Plaintiff for a half ownership interest in the mobilehome at
- 9 space A-21 of the subject property and stated Plaintiff would have all sole
- 10 and exclusive rights to reside in the mobilehome as long as he paid the rent
- 11 and utility payments due monthly;
- 12 8. For such other and further relief as Plaintiff shall be entitled to under law and
- 13 equity due against this Defendant for his fraud against Plaintiff, according to
- 14 proof;

15 On All Causes of Action, and Each of Them, Against All Defendants, jointly and

16 severally:

- 17 9. For costs of suit herein incurred, including reasonable attorney's fees
- 18 pursuant to applicable law for Plaintiff as pro per aided by attorneys who do
- 19 not become attorneys of record, and/or for attorneys themselves after
- 20 Plaintiff hires same to prosecute this action; and
- 21 10. For such other and further relief as the Court may deem just and proper.

22 DATED: April 18, 2012

Respectfully submitted,

23
24 Berhane Habte
25 Plaintiff in pro per
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VERIFICATION

The undersigned, says:

I am the Plaintiff in this action, and sign this verification and state the following on the basis of my own personal knowledge.

I have read the foregoing Complaint, and it is true, of my own personal knowledge, except for matters stated on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 18, 2012, at Santa Monica, California.

Berhane Habte

EXHIBIT A

EXHIBIT A

DOWDALL LAW OFFICES

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

284 NORTH GLASSELL STREET
ORANGE, CALIFORNIA 92866-1409

AREA CODE 714
TELEPHONE 532 2222

FACSIMILE
532 3238 532 5381
CABLE MHP LAW

SACRAMENTO OFFICE

980 9TH STREET, 16TH FLOOR
PBM 1638

SACRAMENTO, CA 95814

AREA CODE 916

TELEPHONE 444 0777

FACSIMILE 444.2983

IN REPLY REFER TO

TERRY R. DOWDALL
ROBIN G. EIFLER

February 5, 2010

Mr. Michael Carlson
Ms. Shannah Laumeister
Space #A-21 in Village Trailer Park
2930 Colorado Avenue
Santa Monica, CA 90404

Re: Agreement to Forbear on Taking Legal Action to Secure Removal of Unauthorized Occupant in Possession of Space #A-21 in Village Trailer Park

Dear Mr. Carlson and Ms. Laumeister:

As you are aware, this office represents the owners of Village Trailer Park (the "Park") and its management company, J & H Asset Property Management, Inc. I am once again writing to you with respect to Berhane Hadte's unauthorized occupancy of your mobilehome situated on Space #A-21 in the Park.

You have been previously advised that the rules and regulations of the Park prohibit guests from occupying an approved resident's mobilehome unless the approved resident is occupying the unit as well, and that the subleasing of mobilehomes in the community is prohibited. You were further advised that although Berhane Hadte claims to have purchased a 1/2 interest in the subject mobilehome, such a purchase did not grant him any rights of tenancy in the Park, as all he would have acquired was an ownership interest in an item of personal property - a mobilehome. It was further explained to you that such a purchase would not give Mr. Hadte any leasehold or other interest in my client's real property, and that Mr. Hadte would have had no legal right whatsoever to occupy the premises as a homeowner until he applied for tenancy, was approved for tenancy, and executed a rental agreement with the Park, as required by Civil Code §798.74 and §798.75. In light of the foregoing, you were instructed to either remove Berhane Hadte from the premises, or return to reside in your mobilehome as your primary residence. As any unauthorized occupancy of your homesite would constitute a breach of your rental agreement with the Park, you could be liable for all attorneys' fees, costs and damages incurred by the Park in securing the removal of Mr. Hadte from the premises.

I am informed that in response to my clients' aforementioned demands, you have indicated that you have no intention or desire to move back into your mobilehome, as you have relocated elsewhere, and you have not resided in your mobilehome for a period of several years now. I am told

Mr. Michael Carlson
Ms. Shannah Laumeister
February 5, 2010
Page 2

that you have further indicated that although it is your desire to have Mr. Hadte vacate the subject mobilehome, Mr. Hadte has refused to comply with your requests for him to do so. I am further informed that you have indicated that you wish to avoid having to pay the legal fees and costs which would be incurred in taking formal legal action to have Mr. Hadte removed from the mobilchome and premises.

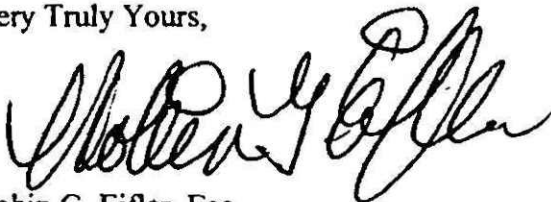
As the Park is in the process of closing, and as an accommodation to you, my clients have instructed me to advise you that the Park is willing to forbear on exercising its legal remedies to secure the removal of Mr. Hadte from the premises, for the time being.

Be advised that my clients' agreement to allow Mr. Hadte to remain in possession of the premises in no way grants Mr. Hadte any leasehold or other interest in my client's real property, as Mr. Hadte has never applied for tenancy, been approved for tenancy, and/or executed a rental agreement with the Park, as required by Civil Code §798.74 and §798.75. To the contrary, Mr. Hadte continues to have the legal status as your sublessee/guest. Moreover, the Park's temporary acquiescence in Mr. Hadte's continued occupancy of the premises, as your sublessee/guest, further does not in any way constitute a waiver of my clients' right to proceed with its legal remedies against you and/or Mr. Hadte, in the event that the Park wishes to take formal legal action to secure the removal of Mr. Hadte from the premises at a later date. The Park's actions further are not intended in any way to constitute a waiver to claim or recover any and all guests fees authorized under your rental agreement and/or Civil Code §798.34.

As you are the only two (2) individuals who possess rights of tenancy with respect to Space #A-21 in Village Trailer Park at the present time, your existing rental agreement with the Park remains in full force and effect, and you remain obligated to remit monthly rental payments to the Park, in your names alone, pursuant to the terms and conditions of that rental agreement. Be advised that the Park will not accept rental payments tendered by Mr. Hadte and/or in his name, as this could be construed as granting rights of tenancy to Mr. Hadte, which currently do not exist.

Thank you for your anticipated time and cooperation.

Very Truly Yours,



Robin G. Eifler, Esq.
DOWDALL LAW OFFICES, A.P.C.

cc: Park Manager; J H Asset Management, Inc.; Marc L. Luzzatto

EXHIBIT B

EXHIBIT B

April 07, 2012

**FIVE (5) DAY DEMAND
FOR SURRENDER OF POSSESSION OF
MOBILEHOME SITE AND QUIT**

To all Occupants and Persons in Possession ("Occupant(s)"): John Doe

NOTICE IS HEREBY GIVEN that management of the Mobilehome Park commonly known as:

Village Trailer Park
(referred to as "Park" herein),

HEREBY DEMANDS that the Occupant(s), and each of them, quit the premises in the Park and surrender possession there of commonly described as:

2930 Colorado Avenue A-21
Santa Monica, CA 90404
(referred to as "site" herein),

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who are authorized to receive the same on behalf of management. This notice is served pursuant to Civil Code Section 798.75 which states in part: "(c) In the event the unlawful occupant fails to comply with the demand, the unlawful occupant shall be subject to the proceedings set forth in Chapter 4 (commencing with Section 1159) of the Title 3 of Part 3 of the "Code of Civil Procedure".

If Occupant(s) fail to quit the premises WITHIN FIVE (5) DAYS AFTER NOTICE IS SERVED, legal proceedings will be instituted by management of the Park to recover possession of the site, the reasonable rental value and other damages incurred by reason of your unlawful occupation, together with attorney's fees and costs.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

1. That said Occupant(s) have no written rental agreement with management;
2. That said Occupant(s) have actual and physical possession of the site without right or authority under the terms of the new tenancy required by management's rental agreement under Civil Code Section 798.75(a);

22880 Savi Ranch Parkway • Yorba Linda, CA 92887-4629 • (714) 974-0397

all such Occupant(s), having no right of possession under the provisions of Civil Code Section 798.75(c), which in part states: "In the event the unlawful occupant fails to comply with the demand, the unlawful occupant shall be subject to the proceedings set forth in Chapter 4 (commencing with Section 1159) of Title 3 of Part 3 of the Civil Procedure".

THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGE INCIDENTAL TO OCCUPANT'S WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEY'S FEES AND COSTS.

Dated: 4-7-12

By: *Jill Arteaga*
Jill Arteaga, Agent
Village Trailer Park

Cc. Michael Carlson

EXHIBIT C

EXHIBIT C

Village Trailer Park

COMBINED THREE (3) DAY NOTICE TO PAY RENT OR QUIT, THREE (3) DAY NOTICE TO PERFORM COVENANTS OR QUIT, AND SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION WARNING: THIS NOTICE IS THE 2nd THREE DAY NOTICE FOR NON-PAYMENT OF RENT, UTILITY CHARGES, OR OTHER REASONABLE INCIDENTAL SERVICES THAT HAS BEEN SERVED UPON YOU IN THE LAST 12 MONTHS. PURSUANT TO CIVIL CODE SECTION 798.56(e)(5), IF YOU HAVE BEEN GIVEN A THREE-DAY NOTICE TO EITHER PAY RENT, UTILITY CHARGES, OR OTHER REASONABLE INCIDENTAL SERVICES OR TO VACATE YOUR TENANCY ON THREE OR MORE OCCASIONS WITHIN A 12-MONTH PERIOD, MANAGEMENT IS NOT REQUIRED TO GIVE YOU A FURTHER THREE-DAY PERIOD TO PAY RENT OR VACATE THE TENANCY BEFORE YOUR TENANCY CAN BE TERMINATED.

TO Michael Carlson and all Residents in possession. LEGAL OWNER: -

DESCRIPTION OF MOBILEHOME: 1989 Skyline, License #1AM6205, Vehicle ID #65710248ZPT NOTICE IS HEREBY GIVEN that, pursuant to the rental agreement by which you hold possession located at the address and space commonly known as: Village Trailer Park, 2930 Colorado Avenue, Santa Monica, CA 90404

There is now due unpaid rent for said premises in the total sum of \$ 360.00, at the rental rate of \$ 360.00 per month, being fixed minimum monthly rent due from the 1st day of April, 2012 to the 30th day of April, 2012.

NOTICE IS FURTHER GIVEN that said rental agreement requires performance on your part of the following covenants or agreements which you have failed to perform.

YOU HAVE FAILED TO PAY THE FOLLOWING UTILITY CHARGES:

Table with 3 columns: Utility Type, Period, Amount. Rows include Electricity (\$35.49), Natural Gas, Water, Sewer, and Trash (\$26.70).

YOU HAVE FAILED TO PAY THE FOLLOWING OTHER CHARGES:

Table with 3 columns: Description of Other Charges, For the Period, Amount. Rows A, B, C, D.

TOTAL AMOUNT OF RENT, UTILITIES AND OTHER CHARGES: \$ 422.19

The non-payment of the above sums is evidenced by the Park's books and records and is known to the Park Managers.

WITHIN THREE (3) DAYS, after the service on you of this Notice, you and each of you are hereby required to pay the said rent for the premises herein above described, and to perform said covenants, or you are hereby required to deliver possession of said premises to the Park Manager, who is authorized to receive the same.

THIS NOTICE IS INTENDED AS A THREE (3) DAY NOTICE TO PAY RENT AND PERFORM COVENANTS OR QUIT AS PROVIDED BY LAW.

You are further notified that the undersigned elects to and does declare the forfeiture of your rental agreement under which you hold possession of the above described premises if said rent is not paid and said covenants are not performed within three days after service on you of the Notice.

The name, telephone number, and address of the person to whom your payment must be made is as follows:

Name: Village Trailer Park Telephone: 310-828-6339 Address: 2930 Colorado Avenue, Santa Monica, CA 90404

If payment is to be made personally, the usual days and hours of the person available to receive rent at the aforementioned address are:

Days: Monday thru Friday Hours Available: 9:00 a.m. - 5:00 p.m. Other: Drop box available 24 hours a day 7 days a week.

Additionally, you are hereby notified that unless you pay within the three (3) day time period provided, all the sums specified above, then your tenancy is terminated effective the day of the service of the Notice upon you. No later than 60 days after service of this notice, you have the right to sell or remove the mobilehome from the premises, at your election, provided that the parties to any proposed sale are in compliance with California Civil Code, are in compliance with the community rules and regulations regarding the exterior maintenance of the dwelling and the homesite, and all obligations for payment of past due

by the owners of the premises to declare said rental agreement forfeited, as of this date, to recover possession of said premises and to recover damages for your continued possession of said premises together with court costs and attorney fees.

Dated: 4/6/12

By: 

J & H Form 007 2/04

Authorized Agent For Owner