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	11 12	SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES
	13 14 15	ANNIE LOGOAI, an individual; IANNA DUMAS-SMITH, an individual; CHERYL CRAFT, an individual; CHERYL ANDERSON,
	16 17	an individual; BRANDI JOHNSON, an individual; LOKILANI LEOMITI; BRIANA MULIPOLA, an individual; OLOFA VAIFANUA, an individual; and MICHELLE MCDONALD, an individual; (3) Conversion
	18 19	MCDOTATED, an individual,Plaintiffs,(4) Breach of Fiduciary Duty(5) Breach of Lease(6) Breach of the Implied Covenantv.(7) Weight of Covenant
	20 21	 ALAMEDA COURT, LLC, a California Limited Liability Company; FORTE RESOURCES, INC., a California Corporation; CHUANG-I LIN, and (7) Breach of the Implied Covenant of Quiet Enjoyment (8) Retaliatory Eviction (9) Intentional Infliction of
	22 23	individual; TERESA TING d/b/a MASTERS) Emotional Distress REALTY, an individual; PHOENIX MASTERS) (10) Specific Performance INVESTMENT, INC., a California Corporation;) (11) Unruh Act
	24	DOUG BAKER, an individual; and DOES 1) (12) Bus & Prof Code §17200 through 25, inclusive;
	25 26	Defendants.
	20 27	
DOCUMENT PRI ON RECYCLED		COMPLAINT

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1	For th	neir Complaint against ALAMEDA COURT, LLC ("ACLLC"); FORTE
2	RESOURCES	, INC. ("Forte Resources"); CHUANG-I LIN ("Lin") (ACLLC, Forte Resources and
3	Lin collectivel	y, the "AC Defendants"); TERESA TING d/b/a MASTERS REALTY ("Ting");
4	Phoenix Mast	ers Investment, Inc. (Ting and Phoenix Masters Investment, Inc. collectively,
5	"Masters Realt	y") and Doug Baker ("Baker") (collectively, "Defendants"), Plaintiffs Annie Logoai
6	("Annie"), Ian	na Dumas-Smith ("Ianna"), Cheryl Craft ("Cheryl"), Cheryl Anderson ("Cheryl A"),
7	Brandi Cherise	e Johnson ("Brandi"), Lokilani Leomiti ("Loki"); Briana Mulipola ("Briana"); Olofa
8	Vaifanua ("Ole	ofa"); and Michelleann McDonald ("Michelle") (collectively, "Plaintiffs") allege as
9	follows:	
10		<u>PARTIES</u>
11	1.	Annie Logoai is an individual residing in Los Angeles, California.
12	2.	Ianna Dumas-Smith is an individual residing in Los Angeles, California.
13	3.	Cheryl Craft is an individual residing in Los Angeles, California
14	4.	Cheryl Anderson is an individual residing in Los Angeles, California.
15	5.	Brandi Cherise Johnson is an individual residing in Los Angeles, California.
16	6.	Lokilani Leomiti is an individual residing in Los Angeles, California.
17	7.	Briana Mulipola is an individual residing in Los Angeles, California.
18	8.	Olofa Vaifanua is an individual residing in Los Angeles, California.
19	9.	MichelleAnn McDonald is an individual residing in Los Angeles, California.
20	10.	Upon information and belief, defendant ACLLC is a California limited liability
21	company doing	g business in Los Angeles, California.
22	11.	Upon information and belief, defendant Forte Resources, Inc. is a California
23	corporation do	ing business in Los Angeles, California.
24	12.	Upon information and belief, Chuang-I Lin is an individual residing in and doing
25	business in Lo	s Angeles, California. Mr. Lin is the founder and principal of Forte Resources and
26	ACLLC.	
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- 1 13. Upon information and belief, Ting is a California licensed real estate broker doing
 2 business in Los Angeles, California as Masters Realty.
- 3 14. Upon information and belief, Phoenix Masters Investment, Inc. is a California
 4 corporation doing business in Los Angeles, California.
- 5

15. Upon information and belief, Doug Baker is an individual residing in Los Angeles, California.

7 16. Plaintiff is not aware of the true names and capacities, whether individual or
8 corporate, associate or otherwise, of Defendants Does 1 through 25 ("Defendant Does"). Plaintiff
9 therefore sues Defendant Does by such fictitious names and asks leave of Court to amend the
10 Complaint to show their true names and capacities when the same have been fully ascertained.
11 Each of these fictitiously named defendants is responsible in some way, whether directly or
12 indirectly, for the injuries complained of in this action.

- 13 17. Upon information and belief, each of the Defendants were and/or are the duly 14 authorized agents, servants, representatives, joint ventures, partners, managing members, alter egos 15 and/or employees of their co-defendants, and in doing the things herein alleged were acting within 16 the course and scope of the respective authorities as agents, servants, representatives, joint ventures, 17 partners, managing members, alter egos and/or employees with their permission and consent of 18 their co-defendants, and each co-defendant having ratified the act of the other co-defendant.
- 19

NATURE OF THE CASE

20 18. This action seeks redress for wrongful conduct conceived of and perpetrated by 21 The wrongful conduct includes, but is not limited to, knowingly or negligently Defendants. 22 marketing a housing complex located in Compton, California known as "Alameda Court" to 23 Plaintiffs and others as a rent to own affordable housing opportunity, when in fact it was nothing 24 of the sort. Once Plaintiffs were bound by purported "rent to own" leases, Defendants, collected 25 the monthly rent and purported 'downpayment contribution,' never intending to actually convey 26 the units to the respective Plaintiffs. Indeed, Defendants knew or should have known that the units 27 could not be conveyed to Plaintiffs as a result of title issues affecting Alameda Court. Instead,

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1	Defendants absconded with Plaintiffs' respective down payments. When Plaintiffs began inquiring
2	as to their down payments, Defendants refused to return them. Defendants thereafter subjected
3	Plaintiffs, and each of them, to incessant and pervasive harassment in order to force them out of
4	Alameda Court and replace them with month to month renters. Now that Defendants have become
5	aware that Alameda Court tenants are organizing to fight this ongoing injustice they have redoubled
6	their efforts to remove Plaintiffs from Alameda Court by refusing to accept rent, verbal and
7	psychological harassment, etc. In addition to the verbal and psychological harassment, Defendants
8	have continued to raise the rent in an effort to push Plaintiffs out of the complex. The next
9	threatened rent increase is due to take effect March 1, 2015.
10	<u>VENUE</u>
11	19. Venue is proper in the County of Los Angeles as the wrongful conduct perpetrated
12	by Defendants took place entirely within the County of Los Angeles and Plaintiffs suffered injury
13	here.
14	JOINDER
15	20. The causes of action alleged herein on behalf of each of the respective Plaintiffs
16	premised upon common issues of law and fact, in that Defendants are alleged to have engaged in a
17	common scheme to defraud Plaintiffs by promising them, respectively a rent to own opportunity at
18	Alameda Court, and then reneging on that promise and refusing to refund Plaintiffs' earnest money.
19	Joinder is therefore in the best interest of the parties and judicial economy.
20	STATEMENT OF FACTS
21	Facts Applicable to All Plaintiffs and Defendants
22	21. Forte Resources markets itself as a developer of affordable housing projects.
23	According to its website, "Forte has aggressively pursued affordable housing opportunities
24	throughout the greater Los Angeles area, seeking to partner with local municipalities to create the
25	highest qualify affordable housing projects."
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ON RECYCLED PAPER	COMPLAINT

Lin is the principal and founder of Forte Resources and at all times alleged herein
 was aware of and directed Forte Resources' actions as well as that of Forte Resources employees
 and agents.

4 23. Lin is also the principal and founder of ACLLC and at all times alleged herein was
5 aware of and directed ACLLC's actions as well as that of ACLLC's employees and agents.

6 24. In or about 2007, ACLLC and Forte Resources broke ground on what was supposed
7 to be one of many new developments in the City of Compton, Los Angeles. Known as Alameda
8 Court, the development was billed as "another successful public-private partnership" between Forte
9 Resources and the City of Compton.

10 25. At the time, Alameda Court was championed by then Compton City Councilmember
11 Isadore Hall as "another shining star in the rebirth of Compton." Mr. Hall actually resides at
12 Alameda Court and recently won election to the California State Senate. Unlike the Plaintiffs
13 herein, Mr. Hall has received 'white glove' treatment from the AC Defendants, including but not
14 limited to additional and reserved parking spaces for multiple vehicles, regular visits from Lin, etc.

15 26. Alameda Court was also championed by Tyrone Freeman, who at the time was the
chairman of the "Long Term Care Housing Corporation", a purported nonprofit charity operated
by the Service Employees International Union. At the time, Mr. Freeman was quoted as stating
that, "We're looking forward to building partnerships with more cities to help meet their
responsibility to provide safe, affordable, quality housing for their low-income residents." Mr.
Freeman was sentenced to 33 months in federal prison in 2013 for using the purported charity to
underwrite a lavish lifestyle.

22 27. Alameda Court was completed in or about 2009, and was marketed as an affordable
23 housing opportunity with special financing assistance available from the City of Compton,
24 including but not limited to a "silent second" mortgage that would be waived if residents remained
25 for 15 years.

26 28. Alameda Court units were listed and marketed by the AC Defendants in conjunction
27 with Masters Realty.

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29. The timing could not have been worse, as the real estate market in 2009 was in a
 freefall.

3 30. Upon information and belief, after failing to sell a single unit at Alameda Court,
4 Defendants made the decision to falsely market the property as a "rent to own" opportunity in or
5 about 2010.

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31. At this point, however, Defendants knew or should have known that the property was unsaleable as a result of multiple liens against the property.

8 32. With such knowledge, Defendants nonetheless proceeded to market the property to 9 Plaintiffs and others as an affordable home ownership opportunity. In addition to representing 10 Alameda Court, Masters Realty represented the prospective 'purchasers,' including but not limited 11 to most of the Plaintiffs (as further detailed below). The plan was to obtain higher rental rates, by 12 promising prospective renters that a portion of their rent and their security deposits would go toward 13 the purchase of the unit at Alameda Court

14 33. Prospective purchasers, including Plaintiffs, were told, uniformly, that between
15 \$200 and \$350 of each month's rent as well as the security deposit would be held in trust and
16 credited against the closing costs for the purchase of the unit, which would occur in about a year.

Most of the leases for the units contained a provision along the lines of the
following: "This is a lease with option to buy, upon buyers' closing, sellers will credit buyers
\$[200-350]/month for the total months of rent paid and security deposit toward the purchase."

20 35. On most leases, Masters Realty acknowledged that it was representing "both Tenant
21 and Landlord" in the transaction.

36. After the leases were executed, however, the promised sale transactions either never
materialized at all, or ended prematurely as a result of title problems with the property.

37. Nonetheless, Plaintiffs were told by Doug Baker and other representatives of the AC
Defendants and Masters Realty, respectively, that ACLLC would not be paying for any repairs to
the units since the tenants "technically owned them."

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- 38. In addition, Plaintiffs were encouraged to (and did) make their own upgrades to the
 units, since they were going to own them.
- 3 39. The AC Defendants and Masters Realty thereafter contradicted themselves and
 4 began informing Plaintiffs that the ownership aspect of their respective leases was now in doubt.

5 40. When tenants, including but not limited to Plaintiffs, began to inquire as to the 6 purchase opportunity and, more importantly, the whereabouts of their purchase set aside monies, 7 they were told by Defendants that the units were no longer available for purchase and that the 8 monies would not be refunded.

9 41. As Plaintiffs became more persistent, Defendants became more aggressive in their
10 efforts to squelch any protest.

42. Doug Baker ("Baker") is and has been the resident manager of Alameda Court, and
is and has been responsible *inter-alia* for the collection of rent, administration of complaints and
repairs, and other duties consistent with the manager of a multi-unit complex.

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43. Baker is also a licensed real estate agent under Masters Realty's broker license.

15 44. Upon information and belief, Mr. Baker is an agent of and acting on behalf of16 Masters Realty as well as the AC Defendants.

45. Over the past two years, Mr. Baker has accessed Plaintiffs' mail boxes without authorization, hired third parties to loiter around the complex for the purposes of scaring and intimidating Plaintiffs, verbally abused Plaintiffs and other residents, refused to accept Plaintiffs' rent, threatened to raise Plaintiffs' rent if they persisted in claiming their deposits, charged all manner of cash penalties for purported community violations and/or late rent, randomly caused the towing of Plaintiffs' automobiles, etc.

46. Mr. Baker, Lin and others have also made numerous racially insensitive remarks
indicating a strong animus to African Americans. Such remarks include but are not limited to, the
complex is "good living for your people," if you're not happy why don't you "go on section 8,"
we'd like to get "more of your kind" [directed to a Pacific Islander].

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47. These actions were taken with the knowledge and/or authorization of Masters Realty
 as well as the AC Defendants.

48. In addition, Masters Realty's employees, including but not limited to Cindy Loi,
were instructed not to follow up with Plaintiffs with respect to their inquiries concerning the
purchase of their respective units and their respective deposits.

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49. In December 2014, Plaintiffs began organizing and met with counsel to seek recourse for the wrongful conduct being perpetrated by Defendants.

8 50. Upon learning of this fact, Defendants have taken additional steps to attempt to force
9 Plaintiffs from their units, including but not limited to not accepting their timely rent payments.
10 Such is being done to punish Plaintiffs for seeking to vindicate their rights with regard to
11 Defendants.

12 51. Most recently, Defendants have purported to up the rent yet again by another \$150.
13 When asked about the rent increase, Baker informed various Plaintiffs that the increase had been
14 authorized and approved by the City of Compton.

Surprisingly, the City of Compton has turned a blind eye and a deaf ear to Plaintiffs'
plight. After initially meeting with Plaintiffs about their concerns, city officials, including the City
Attorney for Compton and the Mayor have since cut off contact with Plaintiffs and have to date
refused to intervene in what was supposed to be a City of Compton financed and sponsored
affordable housing project.

53. This is ironic, as part of the original lure for Alameda Court was the city's promise
of a "silent second" mortgage that would be waived if Plaintiffs remained in the property for 15
years.

54. The city continues to advertise "PRICE REDUCTION!!! ALAMEDA COURT" on
its first time buyers program website (<u>http://www.comptoncity.org/index.php/CRA-Dept/first-</u>
<u>time-home-buyer-program-page.htm</u>), though it is well aware at this point that the units cannot be
sold having been so informed on numerous occasions by Plaintiffs and others.

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Annie Logoai

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- 55. Annie Logoai ("Annie") executed a lease with ACLLC in December 2011 for a unit in Alameda Court. Annie, her husband and children moved into their unit thereafter.
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56. Annie executed her lease based on representations by Jonathan Hansan ("Hansan") of Forte Resources and Cindy Loi ("Loi") of Masters Realty that Annie and her family would be purchasing the unit and that \$200 of each monthly rent payment as well as the initial security deposit would be held in trust by ACLLC and applied to said purchase.

7 57. At the time, Hansan was Forte Resources' project manager for the Alameda Court
8 development. Ms. Loi was a real estate agent employed by Masters Realty.

9 58. At the time these representations were made, Masters Realty was acting as the
10 broker of record for Annie and her husband.

59. These representations were knowingly false when made. Upon information and
belief, Hansan and Loi knew or should have known that the units were not saleable due to defects
in title, and that the rent to own representations were merely a ploy to obtain renters for the units at
higher rental rates. The misrepresentations made by Hansan and Loi were made with the
knowledge and consent of the AC Defendants and Masters Realty, respectively.

16 60. Annie would not have entered into the lease at the rate of rent requested, had she17 known that there would be no opportunity going forward to purchase the unit.

18 61. In 2013, Annie began inquiring about the status of her purchase deposit as well as
19 the timing of the purchase of the unit. It was only at this point that she learned, or through
20 reasonable diligence could have learned, that the unit was no longer for sale. Indeed, she was told
21 by Mr. Baker and others that the units were not for sale individually as the entire development was
22 in the process of being sold.

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62. When she asked about the refund of her purchase set aside, she was alternatively told to check back, and then finally informed that she would not be receiving the money back.

25 63. In early 2014, Annie was presented with a month to month lease at a substantially
26 higher rate and told to sign it. She refused to do so.

1	64.	Since that time, she has been subject to verbal and psychological harassment by
2	Baker.	
3	65.	Annie has further observed Baker accessing tenant mailboxes and rifling through
4	the mail conta	ained therein.
5	66.	Annie has also observed male individuals loitering around the complex, peering into
6	windows, and	I testing doors to units. After confronting one of the individuals, she learned that he
7	had been hire	d by Baker to scare and intimidate residents.
8	67.	In or about December 2014, Annie hosted a meeting for residents at her home to
9	meet with cou	insel about the ongoing issues at Alameda Court. Almost immediately thereafter, she
10	was contacted	d by representatives of the AC Defendants and asked to meet with them. When she
11	responded that	at she was represented by counsel, these representatives refused to meet with her with
12	counsel prese	nt.
13	68.	Since that time, Baker has refused to accept rent from Annie and informed her that
14	since she has	met with an attorney her rent will no longer be accepted by ACLLC.
15	69.	Annie has suffered and continues to suffer emotional distress, in the forms of stress,
16	sleepnessness	and anxiety as a result of the ongoing harassment by Baker.
17		Ianna Dumas-Smith
18	70.	Ianna Dumas-Smith ("Ianna") executed a lease with ACLLC on or about February
19	20, 2012. Sh	e and her husband were enticed into signing a lease by Loi and Hansan with promises
20	that it was an	exclusive rent to own opportunity financed by the City of Compton.
21	71.	At the time these representations were made, Masters Realty was acting as the
22	broker of rec	ord for Ianna and her husband. These representations were knowingly false when
23	made.	
24	72.	Had Ianna known the truth, she would never have entered into the lease.
25	73.	Ianna was excited about the opportunity to purchase a new home in Compton in
26	which to raise	e her family.
27	74.	Ianna resides at Alameda Court with her husband and their twin baby boys.
28		_ 9 _

- The lease executed by Ianna in February 2012 provided *inter-alia* that "[t]his is a
 lease with option to buy, upon buyers' closing, sellers will credit buyers \$200/month for the total
 months of rent paid and security deposit toward the purchase."
- The original lease expired in March 2013, and Ianna continued to pay the agreed
 upon rent thereafter. In so doing, she continued to believe that \$200 per month was being set aside
 for the ultimate purchase of the unit.
- 7 77. In January 2014, however, she was presented with a new month to month lease by
 8 Baker and told that rent would be increasing to \$1,750 per month. When she asked about when she
 9 would have the opportunity to purchase the property, she was told that the unit was no longer for
 10 sale and that she would not be receiving her deposit money back.
- 11 78. At one point, Ianna was told in response to her continuing inquiries about the matter,
 12 that she should just go on "section 8."
- 13 79. Since that time, Ianna inquired of other residents and learned that many faced the
 14 same issue—having been leased a unit with the promise of an option to buy, and then told the unit
 15 was no longer for sale and that rent would be going up.
- 80. Since inquiring of other residents and organizing community meetings to address
 the issue, Ianna and her family have faced ever increasing harassment by Baker. They have
 alternatively been told that they are "trespassing" on the property because they do not have a lease,
 charged "penalties" for all manner of community "violations", and subject to verbal harassment by
 Baker.
- 81. In addition, Ianna has observed individuals loitering in the common areas of
 Alameda Court—peering into windows, testing doors, and the like. Upon confronting one of these
 individuals, she was informed that he had been hired by Baker to intimidate and scare residents.
- 24 82. Ianna continues to suffer sleepnessness, anxiety and related health issues as a result
 25 of the ongoing harassment by Baker.
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Brandie Cherise Johnson

1	83.	Brandie Cherise Johnson ("Brandie") executed a lease for a unit in Alameda Court
2	in February 2	2012.
3	84.	She and her husband had originally heard about Alameda Court in 2010, but at that
4	time were not	t in a position to buy a home.
5	85.	Brandie was contacted again in 2012 by Loi and offered a "lease to own program"
6	for one of the	units at Alameda Court. Loi of Masters Realty represented that \$200 of each monthly
7	rent payment	and the security deposit would be applied toward the downpayment for the home.
8	86.	While Brandie was paying far less rent at another residence at the time, she agreed
9	to the higher	rate offered by Masters Realty and ACLLC, because of the option to buy.
10	87.	The lease Brandie executed provided that "This is a lease with option to buy, upon
11	buyers' closin	ng, sellers will credit buyers \$200/month for the total months of rent paid and security
12	deposit towar	rd the purchase."
13	88.	At the time the lease to own representations were made, Masters Realty and the AC
14	Defendants k	new or should have known that their the units at Alameda Court were unsaleable due
15	to title issues	
16	89.	Indeed these misrepresentations were made with the intent of deceiving Brandi and
17	others like he	er into agreeing to above market leases for units at Alameda Court.
18	90.	Had Brandie known the truth, she would never have entered into the lease.
19	91.	In addition, ACLLC demanded a \$300 cleaning deposit for the unit. When Brandi
20	and her famil	y moved in, however, the unit was filthy and damaged.
21	92.	Brandie moved into a unit with her husband in February 2012. Thereafter, she began
22	inquiring of I	Baker and others about the purchase opportunity.
23	93.	During this period, Baker and the AC Defendants refused to make repairs to
24	Brandie's uni	it because "she technically owned it."
25	94.	Brandi was also told by Baker that the units were a "good living for your people."
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1	95.	Thereafter, however, Brandie was informed that the unit was no longer for sale and
2	that her rent wo	ould be increasing. When she inquired about her purchase deposit, she was told that
3	she would not l	be receiving it back.
4	96.	Baker consistently verbally and psychologically harassed Brandie and her family by
5	yelling at her,	threatening her with eviction if she complained, charging her for all manner of
6	"penalties and	violations" of community rules, as well as hiring individuals to loiter around her
7	unit.	
8	97.	As a result, Brandie suffered from severe anxiety, sleeplessness, and depression.
9	98.	The AC Defendants and Masters Realty were aware of and indeed ratified Baker's
10	misconduct.	
11	99.	Unable to further handle the constant harassment, Brandie and her family finally
12	moved out of the	he unit in December 2014.
13		Cheryl Craft
14	100.	Cheryl Craft ("Cheryl") moved into a unit at Alameda Court in October 2010 with
15	the understandi	ing that she would be purchasing the unit.
16	101.	Cheryl entered into an escrow agreement with the AC Defendants in or about June
17	2011 and depos	sited a thousand dollars for the purchase of a unit at Alameda Court.
18	102.	Cheryl thereafter in September 2011, entered into a rent to own lease with ACLLC
19	for her unit. Th	he lease provided that "\$350 of \$1200 each month's rent will be credited toward Ms.
20	Charyl Craft's	Purchase of 251 E Indigo in escrow."
21	103.	After expending a not insignificant sum on an appraisal and other fees associated
22	with a resident	ial purchase, she was told that financing was unavailable as a result of the fact that
23	the development	nt had outstanding and unpaid liens.
24	104.	She entered into the lease with the understanding that she would be purchasing the
25	unit and that \$3	350 per month of rent would be applied to the purchase price.
26	105.	Cheryl obtained this understanding from representatives of ACLLC and Forte
27	Resources, incl	luding but not limited to Hansan, who specifically represented that the lease was a
28 Repared		- 12 -

1 rent to own opportunity. Similar misrepresentations were made on behalf of Masters Realty by Loi 2 and others. 3 Unbeknownst to Cheryl, neither ACLLC nor Forte Resources had any intention of 106. 4 correcting the title issues that prevented the sale of the unit and were instead purely interested in 5 collecting as much rent from Cheryl as possible. Had she known the truth, Cheryl would never have entered into the lease. 6 107. 7 108. Since entering into the lease, the AC Defendants have attempted to raise the rent on 8 Cheryl multiple times, and have consistently refused to refund the \$350 per month that was 9 supposed to go toward her purchase of the unit. 10 109. Baker has continued to harass Cheryl by *inter-alia* refusing to accept her rent and 11 threatening her with eviction. 12 110. Baker's continued harassment has caused Cheryl to suffer severe anxiety and 13 sleeplessness, and has worsened her pre-existing medical condition. 14 111. Baker's harassment has been done with the knowledge and authorization of the AC 15 Defendants and Masters Realty. 16 Lokilani Leomiti 17 112. Lokilani Leomiti ("Loki") moved into a unit in or about May 2012 with her husband, 18 children and her mother. 19 113. Loki initially became interested in Alameda Court based upon representations by 20 Loi, Hansan and others that she and her husband were being offered a rent to own opportunity. 21 114. Written into their lease was the same language as in the other Plaintiffs' leases, 22 namely that \$200 per month of rent along with the security deposit would be held in trust and used 23 toward the purchase price of the unit. 24 115. Once again, Masters Realty acted as both the leasing and lessee broker for Loki's 25 lease. 26 116. Unbeknownst to Loki, neither ACLLC nor Forte Resources had any intention of 27 selling the unit to Loki, nor could it due to existing liens on the property.

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117. Had Loki known the truth, she would never have entered into the lease.

2 118. After taking possession, Loki was told by Baker and others in response to
3 maintenance issues that she had to repair the unit at her own cost, since she "technically owned it."

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119. As time went on, Loki began inquiring about the status of the purchase opportunity and her accrued downpayment. She was initially told that it was in process, but eventually she was told there was no longer a purchase opportunity and that she would not be refunded the monies that were supposed to have been set aside for that purchase.

8 120. Since requesting her money, Baker has engaged in a continuing pattern of
9 harassment of Loki and her family.

10 121. Such includes but is not limited to access her their unit's mailbox without
11 authorization, randomly charging Loki late fees and other penalties for alleged community
12 'violations' (the additional fees are often in different amounts and always demanded in cash),
13 verbally harassing Loki, hiring individuals to loiter in the complex in order to scare and intimidate
14 Loki and her family, attempting to have Loki's car towed, etc.

15 122. Baker's conduct has and continues to be done with the authorization and or16 knowledge of the AC Defendants and Masters Realty.

17 123. Loki has suffered and continues to suffer anxiety, sleepnessness, and depression as
18 a direct and proximate result of Baker's continuing harassment.

19

Cheryl Anderson

20 124. Cheryl Anderson ("Cheryl A") was looking for a home in which to retire in 2012
21 when her broker came across Alameda Court.

125. Ting represented to Cheryl A and her broker that Alameda Court provided a unique
rent to own opportunity that would be partially financed by the City of Compton with what was
known as a silent second—in essence a \$100,000 second mortgage that would be waived if
Cheryl A resided in the unit for 15 years.

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1 126. Cheryl A was told that she would lease the unit for a year, during which time \$200
 2 per month of her monthly rent as well as her \$1600 security deposit would go toward the purchase
 3 of the unit.

4 127. Unlike some of the other Plaintiffs, Cheryl A had her own real estate agent prepare
5 a purchase agreement in the agreed upon price of \$259,000. Everything was executed by Cheryl
6 A and submitted to the AC Defendants and Masters Realty.

7 128. Thereafter nothing happened. When Cheryl A inquired of Baker as to when the
8 purchase would proceed, she was told repeatedly that it would happen eventually and to indicate
9 on each rent check "house payment" as it would be going toward the purchase of her home.

10 129. In spite of Baker's promises, Cheryl A was never able to purchase her home.
11 Instead, ACLLC has now twice raised her rent to \$1750 per month, and has refused to refund all of
12 her earnest money that was supposed to have been set aside for the purchase.

13 130. Cheryl A would never have leased at Alameda Court, had she known that ACLLC
14 and Forte Resources had no intention of selling the unit to her.

15 131. Cheryl A was also encouraged to pay for her own updgrades to the unit by Baker,
16 as she "technically owned it." She would never have proceeded with incurring the expenses
17 associated with various upgrades to her unit, had she known that she would never own it.

18 132. As a result of her inability to purchase, Cheryl A has been unable to retire and19 continues to work in order to save up enough for an eventual retirement home.

133. As a direct and proximate result of the wrongdoing referenced herein, Cheryl A has
suffered severe emotion distress, including but not limited to headaches, sleeplessness, stomach
problems, and continued high blood pressure problems due to anxiety. She continually worries
about increases in rent and losing her deposit.

24

Briana Mulipola

25 134. Briana Mulipola ("Briana") executed a lease with ACLLC for a unit in Alameda
26 Court in December 2011 and moved in with her family shortly thereafter.

1	135. Briana executed the lease based upon representations from Hansan, Baker and others
2	that it was a rent to own opportunity pursuant to which the security deposit and \$250 of each
3	month's rent would be held in trust by ACLLC and put toward the purchase of the unit.
4	136. There representations were knowingly false when made. Had Briana known the
5	truth, she never would have entered into the lease.
6	137. Since moving in, Briana has inquired several times about the status of the purchase
7	of the unit. She has alternatively been told that it was in process, and then told that the unit was no
8	longer for sale. Briana has further been told that her set aside monies would not be refunded.
9	138. Briana has also endured Baker's incessant verbal and psychological harassment.
10	139. The conditions at Alameda Court have caused and continue to cause sleeplessness,
11	anxiety and severe emotional distress.
12	Olofa Vaifanua
13	140. Olofa Vaifanua ("Olofa") executed a lease with ACLLC for a unit in Alameda Court
14	in early March 2012 and moved in thereafter.
15	141. Olofa executed the lease based upon representations from Hansan, Baker and others
16	that it was a rent to own opportunity pursuant to which the security deposit and \$250 of each
17	month's rent would be held in trust by ACLLC and put toward the purchase of the unit.
18	142. These representations were knowingly false when made. Had Olofa known the
19	truth, she never would have entered into the lease.
20	143. Since moving in, Eutika has inquired several times about the status of the purchase
21	of the unit. She has alternatively been told that it was in process, and then told that the unit was no
22	longer for sale. Eutika has further been told that her set aside monies would not be refunded.
23	144. Eutika has also endured Baker's incessant verbal and psychological harassment.
24	145. The conditions at Alameda Court have caused and continue to cause sleeplessness,
25	anxiety and severe emotional distress.
26	Michelleann McDonald
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ON RECYCLED PAPER	COMPLAINT

1	146. Michelleann McDonald ("Michelle") executed a lease with ACLLC for a unit in
2	Alameda Court in October 2011 and moved in with her family shortly thereafter.
3	147. Michelle executed the lease based upon representations by Masters Realty, Hansan,
4	Baker and others that the lease represented a rent to own opportunity whereby the security deposit
5	and \$250 of rent per month would be held in trust by ACLLC for use toward the purchase of the
6	unit.
7	148. These representations were knowingly false when made. Had Michelle known the
8	truth, she never would have entered into the lease.
9	149. After moving in, Michelle inquired multiple times about the status of the purchase
10	of the unit. She has alternatively been told that it was in process, and then told that the unit was no
11	longer for sale. Michelle was finally told that her set aside monies would not be refunded.
12	150. Michelle endured incessant verbal and psychological harassment by Baker during
13	her time at Alameda Court, in addition to continuous rent increases. She was finally forced to
14	vacate her unit in or about October 2014. She has not received back her security deposit or the
15	portion of her rent to be used toward her downpayment.
16	151. Michelle suffered and continues to suffer severe emotional distress as a result of her
17	time at Alameda Court and her treatement by Baker.
18	FIRST CAUSE OF ACTION
19	Fraud (By All Plaintiffs Against All Defendants)
20	152. Plaintiffs incorporate the allegations contained in paragraphs 1 through 151 of this
21	Complaint as though fully set forth in this cause of action.
22	153. Defendants made knowing misrepresentations to each of the Plaintiffs that by
23	executing a lease for a unit at Alameda Court, Plaintiffs would be entering into a rent to own
24	opportunity, pursuant to which their security deposit and a set amount of their monthly rent would
25	be held in trust and put toward the purchase of the unit.
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1	154. These representations were false when made. Title to Alameda Court as
2	unmarketable as a result of outstanding liens against the development. As a result, ACLLC and
3	Forte Resources could not sell the units to Plaintiffs.
4	155. Instead, Defendants, and each of them, conspired to defraud Plaintiffs into executing
5	above-market leases for the units with false promises that a portion of their respective rent would
6	be held in trust and put toward the purchase of the unit.
7	156. Defendants, and each of them, intended to deceive and in fact did deceive each of
8	the Plaintiffs.
9	157. Plaintiffs reasonably relied upon Defendants' misrepresentations concerning the
10	rent to own opportunity and could not have discovered the falsity of the misrepresentations through
11	reasonable diligence.
12	158. Plaintiffs would not have entered into the leases at issue, had they known that the
13	rent to own opportunity was nonexistent.
14	159. As a direct and proximate result of the fraud perpetrated by Defendants, Plaintiffs
15	have been damages in an amount to be proven at trial.
16	160. Defendants' conduct, as alleged herein, was carried out willfully, intentionally, and
17	with oppression, malice and fraud and was carried out with a conscious disregard of Plaintiffs'
18	respective rights. As a result, Plaintiffs are entitled to punitive damages. The aforementioned
19	conduct on which punitive damages are alleged was authorized, ratified and or committed by an
20	officer, director and/or managing agent Forte Resources, ACLLC and Masters Realty, respectively.
21	SECOND CAUSE OF ACTION
22	Negligent Misrepresentation (By All Plaintiffs Against All Defendants)
23	161. Plaintiff incorporates the allegations contained in paragraphs 1 through 160 of this
24	Complaint as though fully set forth in this cause of action.
25	162. Defendants, and each of them, made misrepresentations to each of the Plaintiffs that
26	by executing a lease for a unit at Alameda Court, Plaintiffs would be entering into a rent to own
27	
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1	opportunity, pursuant to which their security deposit and a set amount of their monthly rent would
2	be held in trust and put toward the purchase of the unit.
3	163. Defendants knew or should have known at the time these representations were made,
4	that they were blatantly untrue. Defendants knew or should have known that title to Alameda Court
5	was unmarketable due to outstanding liens on the property.
6	164. Defendants, and each of them, owed a duty to each of the respective Plaintiffs to
7	honestly disclose that there would be no opportunity to purchase the units at Alameda Court and
8	that Plaintiffs would not be receiving their down payments back.
9	165. As a direct and proximate result of the fraud perpetrated by Defendants, Plaintiffs
10	have been damages in an amount to be proven at trial.
11	THIRD CAUSE OF ACTION
12	Conversion (By All Plaintiffs Against ACLLC)
13	166. Plaintiff incorporates the allegations contained in paragraphs 1 through 165 of this
14	Complaint as though fully set forth in this cause of action.
15	167. ACLLC promised to each of the Plaintiffs herein that it would set aside their
16	respective security deposits and a portion of their respective monthly rent for use as a down
17	payment toward the purchase of a unit at Alameda Court.
18	168. ACLLC has not made the units available for purchase and indeed cannot do so as a
19	result of defects in the properties' title. These defects are in no way the fault of Plaintiffs.
20	169. ACLLC has nonetheless refused to refund Plaintiffs' down payments in spite of
21	Plaintiffs numerous requests to do so.
22	170. As a direct and proximate cause of ACLLC's wrongful conduct, Plaintiffs have been
23	damaged in an amount to be proven at trial.
24	171. ACLLC's conduct, as alleged above, was carried out willfully, intentionally, and
25	with oppression, malice and fraud and was carried out with a conscious disregard of Plaintiffs'
26	respective rights. As a result, Plaintiffs are entitled to punitive damages. The aforementioned
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PAPER C	

1 conduct on which punitive damages are alleged was authorized, ratified and or committed by an 2 officer, director and/or managing agent of ACLLC.

> FOURTH CAUSE OF ACTION **Breach of Fiduciary Duty**

(By All Plaintiffs Against Masters Realty and Baker)

owed each of the Plaintiffs a fiduciary duty to act at all times in their respective best interests, and

to fully disclose all material information concerning the purported 'rent to own' transactions

Plaintiff incorporates the allegations contained in paragraphs 1 through 171 of this

As the broker of record for each of the Plaintiffs herein, Masters Realty and Baker

Masters Realty and Baker breached their fiduciary duty to each of the Plaintiffs by

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obtaining their respective consent to enter into purported rent to own transactions for units at Alameda Court, which Masters Realty and Baker knew or should have known that ACLLC and/or Forte Resources could not and had no intention of honoring the rent to own transactions. 175.

Plaintiffs were being asked to enter into.

Complaint as though fully set forth in this cause of action.

Indeed, Masters Realty and Baker were knowingly complicit and conspired with 16 ACLLC and Forte Resources to obtain much needed rental income for the Alameda Court development, by offering above-market leases as a purported "rent to own" opportunity, which in fact no such opportunity existed.

19 As a direct and proximate cause of Masters Realty's and Baker's wrongful conduct, 176. 20 Plaintiffs have been damaged in an amount to be proven at trial.

177. Masters Realty's and Baker's conduct, as alleged above, was carried out willfully, intentionally, and with oppression, malice and fraud and was carried out with a conscious disregard of Plaintiffs' respective rights. As a result, Plaintiffs are entitled to punitive damages. The aforementioned conduct on which punitive damages are alleged was authorized, ratified and or committed by an officer, director and/or managing agent of Masters Realty and Baker, including but not limited to Teresa Ting.

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1 2	<u>FIFTH CAUSE OF ACTION</u> Breach of Lease (By All Plaintiffs Against ACLLC)
2	178. Plaintiffs incorporate the allegations contained in paragraphs 1 through 177 of this
4	Complaint as though fully set forth in this cause of action.
5	179. ACLLC entered into leases with each of the Plaintiffs pursuant to which <i>inter-alia</i>
6	ACLLC agreed to set aside a portion of the Plaintiffs' monthly rent as well as their respective
7	security deposits for use toward the purchase of a unit at Alameda Court.
8	180. ACLLC breached the terms of the lease by failing to set aside these monies for the
9	purchase of a unit at Alameda Court and failing to return these monies to the respective Plaintiffs
10	when it became apparent that ACLLC was unable to sell the units due to defects in title.
11	181. Plaintiffs, and each of them, have fully performed each of their duties and
12	obligations under the respective leases.
13	182. As a direct and proximate result of ACLLC's breach of each of the respective leases,
14	Plaintiffs have been damages in an amount to be proven at trial.
17	
15 16	<u>SIXTH CAUSE OF ACTION</u> Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC)
15 16 17	Breach of the Implied Covenant of Good Faith and Fair Dealing
15 16 17 18	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC)
15 16 17 18 19	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC)183.Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this
15 16 17 18 19 20	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC) 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this Complaint as though fully set forth in this cause of action.
15 16 17 18 19 20 21	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC) 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this Complaint as though fully set forth in this cause of action. 184. Implied in every contract is a covenant requiring the parties to the contract to act at
15 16 17 18 19 20 21 22	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC) 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this Complaint as though fully set forth in this cause of action. 184. Implied in every contract is a covenant requiring the parties to the contract to act at all times in good faith with respect to the parties' respective performance under the contract.
 15 16 17 18 19 20 21 22 23 	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC)183.Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of thisComplaint as though fully set forth in this cause of action.184.184.Implied in every contract is a covenant requiring the parties to the contract to act atall times in good faith with respect to the parties' respective performance under the contract.185.Each of the leases between ACLLC and the respective defendants contains an
 15 16 17 18 19 20 21 22 23 24 	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC) 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this Complaint as though fully set forth in this cause of action. 184. 184. Implied in every contract is a covenant requiring the parties to the contract to act at all times in good faith with respect to the parties' respective performance under the contract. 185. Each of the leases between ACLLC and the respective defendants contains an implied covenant of good faith and fair dealing.
 15 16 17 18 19 20 21 22 23 24 25 	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC) 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this Complaint as though fully set forth in this cause of action. 184. 184. Implied in every contract is a covenant requiring the parties to the contract to act at all times in good faith with respect to the parties' respective performance under the contract. 185. Each of the leases between ACLLC and the respective defendants contains an implied covenant of good faith and fair dealing. 186. ACLLC breached the implied covenant of good faith and fair dealing when entered
 15 16 17 18 19 20 21 22 23 24 25 26 	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC) 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this Complaint as though fully set forth in this cause of action. 184. 184. Implied in every contract is a covenant requiring the parties to the contract to act at all times in good faith with respect to the parties' respective performance under the contract. 185. Each of the leases between ACLLC and the respective defendants contains an implied covenant of good faith and fair dealing. 186. ACLLC breached the implied covenant of good faith and fair dealing when entered into these leases with no intention of fulfilling the rent to own aspects of any of the leases.
 15 16 17 18 19 20 21 22 23 24 25 	Breach of the Implied Covenant of Good Faith and Fair Dealing (By All Plaintiffs Against ACLLC) 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this Complaint as though fully set forth in this cause of action. 184. Implied in every contract is a covenant requiring the parties to the contract to act at all times in good faith with respect to the parties' respective performance under the contract. 185. Each of the leases between ACLLC and the respective defendants contains an implied covenant of good faith and fair dealing. 186. ACLLC breached the implied covenant of good faith and fair dealing when entered into these leases with no intention of fulfilling the rent to own aspects of any of the leases. 187. Plaintiffs, and each of them, have fully performed each of their duties and

1	188. As a direct and proximate result of ACLLC's breach of implied covenant of good				
2	faith and fair dealing in each of the respective leases, Plaintiffs have been damages in an amount to				
3	be proven at trial.				
4					
5	SEVENTH CAUSE OF ACTION Breach of the Implied Covenant of Quiet Enjoyment (By All Plaintiffs Against ACLLC)				
7	189. Plaintiffs incorporate the allegations contained in paragraphs 1 through 188 of this				
8	Complaint as though fully set forth in this cause of action.				
	190. Pursuant to California Civil code § 1927, every lease contains the landlord's implied				
9	covenant of quiet enjoyment.				
10	191. ACLLC has repeatedly breached the implied covenant of quiet enjoyment contained				
11	in each of Plaintiff's leases by knowingly authorizing its agent, Baker, to continuously harass				
12	tenants.				
13	192. Under ACLLC's watch, Baker has <i>inter-alia</i> verbally and psychologically harassed				
14	Plaintiffs, refused to accept rent, threatened eviction without any legitimate basis, levied arbitrary				
15	and capricious fines for all manner of supposed 'violations', accessed Plaintiffs' mail without				
16 17	authorization, and hired third parties to scare and intimidate Plaintiffs by loitering in and amongst				
17	the units.				
18	193. These and other actions on the part of Baker and ACLLC have prevented the				
20	Plaintiffs' peaceful possession of their respective units.				
20	194. As a direct and proximate cause of ACLLC's wrongful conduct, Plaintiffs have been				
21	damaged in an amount to be proven at trial.				
22	195. ACLLC and Baker's continued harassment has created an untenable situation for				
24	Plaintiffs. In addition to damages, Plaintiffs are entitled to an order immediately enjoining ACLLC				
25	and Baker from further harassing Plaintiffs.				
26					
23	EIGHTH CAUSE OF ACTION Retaliatory Eviction				
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	COMPLAINT				

1	(By Annie, Ianna, Cheryl, Cheryl A, Sina, Olofa, Briana, and Loki Against ACLLC and Baker)
2	196. Plaintiffs incorporate the allegations contained in paragraphs 1 through 195 of this
3	Complaint as though fully set forth in this cause of action.
4	197. In December 2014, Ianna and Annie organized a meeting with counsel to discuss
5	the ongoing issues at Alameda Court being perpetrated by Defendants.
6	198. Thereafter, Baker and ACLLC have threatened Annie with eviction and have
7	refused to accept her respective timely rent payments.
8	199. In addition, Baker and ACLLC have now threatened all Plaintiffs with raising the
9	rent yet again. Such would have the effect of forcing many of the Plaintiffs out of their units.
10	200. Baker's and ACLLC's retaliatory conduct is in violation of California common law
11	and statute.
12	201. Baker's and ACLLC's retaliatory conduct as described herein has damaged
13	Plaintiffs in an amount to be proven at trial.
14	202. Baker's and ACLLC's conduct, as alleged above, was carried out willfully,
15	intentionally, and with oppression, malice and fraud and was carried out with a conscious disregard
16	of Plaintiffs' respective rights. As a result, Plaintiffs are entitled to punitive damages. The
17	aforementioned conduct on which punitive damages are alleged was authorized, ratified and or
18	committed by an officer, director and/or managing agent of ACLLC.
19	203. As a result of Baker's and ACLLC's ongoing retaliatory conduct, Plaintiffs are
20	entitled to injunctive relief enjoining ACLLC from improperly attempting to evict Plaintiffs and
21	each of them.
22	<u>NINTH CAUSE OF ACTION</u> Intentional Infliction of Emotional Distress
23	(By Plaintiffs Against all Defendants)
24	204. Plaintiffs incorporate the allegations contained in paragraphs 1 through 203 of this
25	Complaint as though fully set forth in this cause of action.
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1 205. Baker, with the knowledge and consent of ACLLC, Forte Resources and Masters 2 Realty has engaged in a continuing campaign of harassment and intimidation against Plaintiffs and 3 other tenants at Alameda Court. 4 206. The harassment ranges from verbally abusing Plaintiffs to hiring third parties to 5 loiter around the complex in order to scare and intimidate them. 6 207. Baker has at times refused to accept timely rent, threatened eviction or other legal 7 action, accused Plaintiffs of violating community rules, fined Plaintiffs, rifles through their mail, 8 and generally threatened and intimidated them when they attempted to defend their rights or claim 9 was is rightfully theirs. 10 208. Baker's conduct exceeds is extreme and outrageous and exceeds all bounds of 11 human decency. 12 209. Baker's actions have been and continue to be taken with the knowledge of and 13 authorization of ACLLC and Forte Resources. 14 210. The ongoing harassment and intimidation has caused Plaintiffs extreme emotional 15 distress, including but not limited to sleeplessness, anxiety, and depression, and in some instances 16 has worsened pre-existing medical conditions. 17 211. The ongoing harassment and intimidation is and has been intended to cause severe 18 emotional distress to Plaintiffs, in order to encourage them to vacate their respective units. 19 212. As a direct and proximate cause of Baker's, ACLLC's and Forte Resources 20 wrongful conduct, Plaintiffs have been damaged in an amount to be proven at trial. 21 Baker's, ACLLC's and Forte Resources' wrongful conduct, as alleged above, was 213. 22 carried out willfully, intentionally, and with oppression, malice and fraud and was carried out with 23 a conscious disregard of Plaintiffs' respective rights. As a result, Plaintiffs are entitled to punitive 24 damages. The aforementioned conduct on which punitive damages are alleged was authorized, 25 ratified and or committed by an officer, director and/or managing agent of ACLLC and Forte 26 Resources. **TENTH CAUSE OF ACTION** 27 **Specific Performance of Purchase Agreement** 28 - 24 -

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COMPLAINT

1	(By Plaintiffs Against ACLLC and Forte Resources)			
2	214. Plaintiffs incorporate the allegations contained in paragraphs 1 through 213 of this			
3	Complaint as though fully set forth in this cause of action.			
4	215. Plaintiffs each entered into purchase agreements for their respective units in			
5	Alameda Court.			
6	216. Plaintiffs each seek an order from the Court ordering specific performance of said			
7	respective purchase agreements, such that ACLLC and/or Forte Resources are directed to sell the			
8	respective units to Plaintiffs, respectively, at the price originally agreed upon.			
9				
10	<u>ELEVENTH CAUSE OF ACTION</u> Unruh Act, Civil Code §§ 51, 52 <i>et seq</i> .			
11	(By Plaintiffs Against all Defendants)			
12	217. Plaintiffs incorporate the allegations contained in paragraphs 1 through 215 of this			
13	Complaint as though fully set forth in this cause of action.			
14	218. Plaintiffs and each of them are members of protected classes, in terms of their			
15	respective color, ancestry, national origin, age, etc.			
16	219. Defendants, and each of them, have engaged in discriminatory conduct against			
17	Plaitniffs, and each of them, as a proximate and direct result of Plaintiffs' respective color, ancestry,			
18	national origin, etc.			
19	220. Such conduct, includes but is not limited to, verbal and psychological harassment,			
20	racial remarks and slurs, intended to intimidate Plaintiffs and ultimately to force them out of			
21	Alameda Court.			
22 23	221. As a direct and proximate result of Defendants discriminatory conduct, Plaintiffs			
23 24	have been damaged in an amount to be proven at trial.			
24 25	222. Plaintiffs are further entitled to statutory damages pursuant to Civil Code § 51.7.			
23 26	TWELFTH CAUSE OF ACTION			
20	Unfair Business Practice, Bus. & Prof. Code §17200, <i>et seq.</i> (By Plaintiffs Against all Defendants)			
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1	223.	Plaintiffs incorporate the allegations contained in paragraphs 1 through 222 of this			
2	Complaint as	though fully set forth in this cause of action.			
3	224.	Defendants' wrongful conduct as described herein constitutes an unfair, fraudulent			
4	and unlawful	business practice in violation of California Business & Professions Code § 17200, et			
5	seq.				
6	225.	As a result of Defendants' numerous violations of § 17200, et seq., Plaintiffs are			
7	entitled to restitution of Defendants' ill-gotten rents and penalties.				
8	226.	Plaintiffs are further entitled to preliminary and permanent injunctive relief			
9	enjoining Defendants' unlawful, fraudulent and unfair business practices as set forth herein				
10		PRAYER			
11	1 WHEREFORE, Plaintiffs pray judgment for all causes of action as follows:				
12	1.	For general, special and punitive damages directly or proximately caused by			
13	Defendants' v	wrongful conduct as alleged herein;			
14	2.	For costs of suit against Defendants and Does 1 through 10;			
15	3.	For reasonable attorneys' fees incurred as a result of bringing this action;			
16	4.	For pre-judgment and post-judgment interest as provided by law;			
17	5.	For preliminary and permanent injunctive relief as alleged herein;			
18	6.	For specific performance as indicated herein; and			
19	7.	For such other and further relief as may be deemed just and proper by this Court.			
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28 Document Prepared		- 26 -			
ON RECYCLED PAPER		COMPLAINT			

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27	DATED: February 6, 2015 FERNALD LAW GROUP LLP RACHEL D. STANGER BRANDON C. FERNALD B: BRANDON C. FERNALD B: BRANDON C. FERNALD Autorneys for Annie Logoai, Ianna Dum Smith, Cheryl Craft, Cheryl Anderson, Brandi Cherise Johnson, Lokilani Lemo Sinia Mailoto, Briana Mulipola, Olofa Vaifanua, and Michelleann McDonald	as- iti,
27 28		
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