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mwhitaker
By _____, Deputy
Case Number:
34-2020-00281394

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16 **SUPERIOR COURT OF CALIFORNIA**

17 **COUNTY OF SACRAMENTO**

18 **DAMIEN HAMPTON, KERRI CRUZE &**
19 **CHARLEAN ANHONY**, individually and on
20 behalf of all those similarly situated.

21 Plaintiffs,

22 vs.

23 **PEGASUS VP INVESTORS I**, a California
24 limited partnership d.b.a. WOODSPRINGS
25 HOTEL; **DASCH, INC.**, a California
26 corporation d.b.a. WOODSPRINGS HOTEL;
27 and DOES 1 through 50, inclusive,

28 Defendants.

Case No.

Unlimited Civil Case

CLASS ACTION COMPLAINT FOR:

1. UNFAIR BUSINESS PRACTICES IN VIOLATION OF BUS. & PROF. CODE §§17200, *et seq.*;
2. VIOLATION OF CONSUMER LEGAL REMEDIES ACT AT CIVIL CODE §§1750, *et seq.*
3. NEGLIGENCE;
4. VIOLATION OF CIVIL CODE §1940.1;
5. VIOLATION OF CIVIL CODE §1940.2;
6. UNLAWFUL LEVY OF TRANSIENT OCCUPANCY TAX;
7. VIOLATION OF BANE CIVIL RIGHTS ACT AT CIVIL CODE §52.1

DEMAND FOR A JURY TRIAL

VIA FAX

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INTRODUCTION

1. The law recognizes two types of hotels: “Transient Hotels” and “Residential Hotels.” Each type comes with different legal rights and obligations for its tenants, owners, operators, managers, landlords and lessors. A “Transient Hotel” is like the Marriott or the Sheraton, with maid, mail and room services, phone services, and a safe to store valuables. When the landlord wants to remove a “transient hotel guest” he simply removes him or her, without notice. On the other hand, a “Residential Hotel” functions essentially as a low-income apartment house, in which the landlord may provide scant amenities but the long-term “guests” have more substantial rights in their “leaseholds,” including the right to 30 days’ written notice of “eviction.”

2. This is a case involving owners, operators, managers, landlords and lessors of the WOODSPRING SUITES SACRAMENTO (“WOODSPRING HOTEL”), an approximate 124 room residence, located at 7789 La Mancha Way, Sacramento, California, who want the WOODSPRING HOTEL to be a “Transient Occupancy Hotel” when it comes to evicting tenants and collecting room rates and transient occupancy tax payments, yet want the WOODSPRING HOTEL to be a “Residential Hotel” when it comes to accepting long-term residents and side-stepping statutory Transient Occupancy Hotel requirements. Specifically, defendants PEGASUS VP INVESTORS I, a California limited partnership (hereinafter “PEGASUS”), DASCH, INC., a California corporation (hereinafter “DASCH”), and DOES 1 through 50 inclusive (DASCH, PEGASUS and DOES 1 through 50 collectively “DEFENDANTS”) as owners, operators, managers, landlords and lessors of the WOODSPRINGS HOTEL have violated the valuable tenant rights of plaintiffs DAMIEN HAMPTON (“HAMPTON”), KERRI CRUZE (“CRUZE”) & CHARLEAN ANTHONY (“ANTHONY”) (HAMPTON, CRUZE and ANTHONY collectively hereinafter “PLAINTIFFS”), and all those similarly situated, by wrongfully entering the tenant premises, invading the right of private occupancy of the tenant premises, unlawfully collecting transient occupancy taxes, unlawfully evicting tenants from their lawful premises, requiring them to move, or to check out and reregister, before the expiration of



1 30 days occupancy in an attempt to maintain transient occupancy status, and have used, or
2 threatened to use, force, willful threats, or menacing conduct that has interfered with tenants'
3 quiet enjoyment of their lawful rented premises, and in so doing, have created the a reasonable
4 apprehension of harm despite their tenants.

5 3. Although the WOODSPRING HOTEL provides accommodations to the public
6 on both an overnight and a long-term basis, it is not the Marriott or the Sheraton. The
7 WOODSPRING HOTEL features threadbare rooms, with no facilities for the safeguarding of
8 personal property, and with no food service provided by a food establishment. PLAINTIFFS,
9 like many other tenants, resided at the WOODSPRING HOTEL as their primary residence for
10 more than thirty (30) consecutive days. However, to appear as a "Transient Occupancy" hotel,
11 DEFENDANTS compelled PLAINTIFFS, and all those similarly situated, to move, or to check
12 out and re-register before the expiration of 30 days of occupancy for the purpose of attempting
13 to maintain transient occupancy status. DEFENDANTS' conduct is tantamount to a wrongful
14 eviction from, wrongful entry into, or invasion of the right of private occupancy of a room
15 occupied by PLAINTIFFS at the WOODSPRING HOTEL. At all times, DEFENDANTS
16 conduct of wrongful entry and eviction caused annoyance and discomfort as a result of the injury
17 to PLAINTIFFS peaceful enjoyment of the property/ tenancy occupied.

18 4. PLAINTIFFS in this case were tenants in DEFENDANTS' WOODSPRING
19 HOTEL who, on behalf of themselves and all others similarly situated, seek an order from this
20 Court compelling DEFENDANTS to comply with the law in all aspects of its hotel operations –
21 including a prohibition of the wrongful eviction from, wrongful entry into, or wrongful invasion
22 of the right of private occupancy of a room occupied by PLAINTIFFS at the WOODSPRING
23 HOTEL. PLAINTIFFS and those similarly situated further seek restitution of rent payments and
24 transient occupancy taxes wrongfully taken and paid. PLAINTIFFS also seek damages for
25 inconvenience, annoyance, discomfort, interference with quiet enjoyment.

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California Legislature has thus recognized “that the need for decent housing among individuals of very low income is great, and that residential hotels are often the only form of housing affordable to those individuals.” *Cal. Health & Safety Code § 50519(a)*. Consistent with and in accordance of the health and safety code, DEFENDANTS were required to refrain from prohibited conduct of interference with the peace and quiet PLAINTIFFS were entitled during the course of their tenancy and at all material times, DEFENDANTS were to avoid any or have wrongful entry and eviction and to reasonably avoid annoyance and discomfort as a result of the injury to PLAINTIFFS peaceful enjoyment of the property/ tenancy occupied.

7. The WOODSPRING HOTEL should be considered a “Residential Hotel” because PLAINTIFFS and the members of the CALIFORNIA CLASS occupied rooms at the WOODSPRING HOTEL for more than thirty (30) consecutive days and used the WOODSPRING HOTEL as their primary residence. *Cal. Health & Safety Code § 50519*. A large proportion of the occupants are persons of low-income as defined by *Cal. Health & Safety Code* section 50093, elderly and/or cope with addiction issues or physical disability. These individuals tend to be unsophisticated in their commercial and legal dealings and have very limited, if any, access to legal counsel. They are, therefore, very vulnerable to predatory business practices. The California Supreme Court has recognized the vulnerability of low-income housing tenants, observing, among other things, that the “*severe shortage of low and moderate cost housing has left tenants with little bargaining power*” and thus deserving of legal protection. *Green v. Superior Court*, 10 Cal. 3d 616, 625 (1974).

8. To protect this vulnerable segment of society, California state law gives tenants substantial rights and protections. California Civil Code §1940 is the principal state law governing the relationship between landlords and those who hire their premises, including persons who hire rooms at Residential Hotels. This statutory scheme dispenses with many distinctions of common law between tenants, lessees, boarders and lodgers. Instead it denominates all of the foregoing as “persons who hire” and gives them the same rights as tenants. These rights and protections include:



1 A. **Anti-retaliation provision.** It is unlawful for a landlord to increase rent,
2 decrease services, cause a tenant to quit involuntarily, bring an action to recover possession,
3 or threaten to do any of those acts, for the purpose of retaliating against a tenant for making an
4 oral or written complaint regarding tenantability or after commencing judicial proceedings
5 involving the issue of tenantability. *See Cal. Civ. Code § 1942.5(a)*. PLAINTIFFS are
6 informed and believe that DEFENDANTS did, and continue to, carry out such retaliatory
7 conduct and, therefore, have committed the wrongful eviction from, wrongful entry into, or
8 invasion of the right of private occupancy of rooms occupied by PLAINTIFFS' and members
9 of the CALIFORNIA CLASS at the WOODSPRING HOTEL.

10 B. **Eviction through "unlawful detainer" proceedings only.** The only
11 lawful method by which a Residential Hotel owner may recover possession of a unit from a
12 tenant who is committing "unlawful detainer" by remaining in occupancy in violation of the
13 terms of his or her rental agreement is through filing a judicial eviction action. Efforts to take
14 matters into his or her own hands by evicting the tenant using "self-help" methods are strictly
15 forbidden by law and constitute a criminal offense. *See Cal. Civ. Code § 1159, et seq.; Cal.*
16 *Pen. Code § 418*. PLAINTIFFS are informed and believe that DEFENDANTS have attempted
17 to gain possession, and have gained possession, of units from tenants by methods other than
18 the judicial process unlawfully and therefore, have committed the wrongful eviction from,
19 wrongful entry into, or wrongful invasion of the right of private occupancy of rooms occupied
20 by PLAINTIFFS and members of the CALIFORNIA CLASS at the WOODSPRING HOTEL.

21 C. **Anti-harassment provision.** It is unlawful for a residential hotel owner,
22 acting with the purpose to influence a tenant to vacate a dwelling, to use or threaten to use
23 force, or to make willful threats, or to engage in menacing conduct that interferes with the
24 tenant's quiet enjoyment of the premises and that would create apprehension of fear to a
25 reasonable person. *See Cal. Civ. Code § 1940.2*. PLAINTIFFS are informed and believe that
26 DEFENDANTS have engaged in such conduct and, therefore, have committed the wrongful
27 eviction from, wrongful entry into, or wrongful invasion of the right of private occupancy of
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1 , rooms occupied by PLAINTIFFS' and members of the CALIFORNIA CLASS at the
2 WOODSPRING HOTEL.

3 D. **Covenant of quiet enjoyment.** California law imposes a duty on all
4 landlords to ensure that a tenant has "quiet enjoyment" of the premises. The right to quiet
5 enjoyment includes the ability to use and enjoy the premises without being subject to acts of
6 the owner that disturb the tenant's peaceful possession of the premises, such as improper
7 evictions or eviction attempts. See *Cal. Civ. Code § 1927*; *Cal Civ. Code § 1940.2*.
8 PLAINTIFFS are informed and believe that DEFENDANTS have annoyed and disturbed
9 PLAINTIFFS', and members of the CALIFORNIA CLASS, peaceful enjoyment and right to
10 quiet enjoyment at the WOODSPRING HOTEL and, therefore, have committed the wrongful
11 eviction from, wrongful entry into, i.e., trespass, or wrongful invasion of the right of private
12 occupancy of rooms occupied by PLAINTIFFS' and members of the CALIFORNIA CLASS
13 at the WOODSPRING HOTEL.

14 E. **Restrictions on landlord's entry into dwelling.** Except in case of
15 emergency, a residential hotel owner is prohibited from entering into a rented dwelling unless
16 upon written notice given 24 hours in advance. See *Cal Civ. Code § 1954*. PLAINTIFFS are
17 informed and believe that DEFENDANTS have entered rented dwelling units at the
18 WOODSPRING HOTEL in non-emergency situations without giving appropriate notice and,
19 therefore, have committed the wrongful eviction from, wrongful entry into, i.e., trespass, or
20 wrongful invasion of the right of private occupancy of rooms occupied by PLAINTIFFS and
21 members of the CALIFORNIA CLASS at the WOODSPRING HOTEL.

22 9. PLAINTIFFS believe that DEFENDANTS attempt to prevent PLAINTIFFS and
23 members of the CALIFORNIA CLASS from becoming permanent tenants and gaining these
24 rights and protections by treating them as "transient occupants," rather than as tenants, even
25 though PLAINTIFFS and members of the CALIFORNIA CLASS are not "transient occupants."

26 10. Civil Code § 1940(b) excludes "transient occupants" from the protections of this
27 statutory scheme. A "transient occupant" is an occupant who seeks only temporary
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1 accommodations, such as a typical hotel guest, as opposed to a person who seeks housing on a
2 permanent or semi-permanent basis or whose occupancy exceeds 30 consecutive days, such as a
3 typical apartment renter. A proprietor of a residential hotel can “lock out” a “transient occupant”
4 for nearly any reason, without notice, whereas such proprietor is required to begin formal eviction
5 proceedings to evict a “tenant.”

6 11. Although *some* occupants of DEFENDANTS’ WOODSPRING HOTEL may
7 indeed be “transient occupants,” PLAINTIFFS and the members of the CALIFORNIA CLASS
8 are not. For many, including PLAINTIFFS and members of the CALIFORNIA CLASS, their
9 occupancy does not fit the definition of “transient occupancy” because they have been or want to
10 be in residence for more than 30 consecutive days and/or were seeking housing on a permanent
11 or semi-permanent basis. Under California state law, a hotel resident becomes a permanent tenant
12 after a continuous stay of 30 days. See *Cal Civ. Code § 1940.1*. Each of these occupants (not all
13 whose identities are presently known to PLAINTIFFS) became entitled during their occupancy to
14 the full rights and protections of tenants.

15 12. DEFENDANTS have unlawfully, unfairly, negligently, wrongfully and/or
16 fraudulently been depriving, and attempting to deprive, its residents of the tenant rights and
17 protections by committing the wrongful eviction from, wrongful entry into, or invasion of the
18 right of private occupancy of a rooms occupied by PLAINTIFFS’ and members of the
19 CALIFORNIA CLASS at the WOODSPRING HOTEL as described above. Even though
20 PLAINTIFFS and many members of the CALIFORNIA CLASS have lived at DEFENDANTS’
21 WOODSPRING HOTEL for months, sometimes years as a primary residence, DEFENDANTS
22 perpetuate a ruse by uniformly, systematically and regularly, as a matter of custom, practice and
23 policy, requiring residents to pay rent on a daily basis (or other period less than 30 days), pay a
24 “transient occupancy tax”, and forcing each resident to “check-out” and re-register, to allow
25 DEFENDANTS to perpetuate the ruse that the WOODSPRING HOTEL is a “transient hotel”
26 rather than the “residential hotel” that it is. This systematic practice is infamously known and
27 commonly referred to as the “28 Day Shuffle”.

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13. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS have actually wrongfully evicted from, wrongfully entered into, or invaded the right of private occupancy of rooms at the WOODSPRING HOTEL occupied by PLAINTIFFS and members of the CALIFORNIA CLASS as described above. For instance, DEFENDANTS unlawfully evicted PLAINTIFFS from their room at the WOODSPRING HOTEL in November of 2016 without unlawful detainer proceedings. DEFENDANTS also unlawfully evicted PLAINTIFFS and members of the CALIFORNIA CLASS every time they required PLAINTIFFS and the CALIFORNIA CLASS members to move, or to check out and re-register, without unlawful detainer proceedings.

14. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS compelled PLAINTIFFS and members of the CALIFORNIA CLASS to move, or check out and re-register before the expiration of 30 days occupancy at the WOODSPRING HOTEL and at that at least one purpose of these practices is to deprive residents of their tenant rights by purporting to interrupt the occupancies so that those tenancies can be claimed not to have exceeded 30 consecutive days. Another purpose of these practices is to wrongfully interfere with the right of private occupancy of rooms occupied by PLAINTIFFS and members of the CALIFORNIA CLASS at the WOODSPRING HOTEL. Accordingly, DEFENDANTS' actions violate Civil Code § 1940.1, which states that “[n]o person may require an occupant of a residential hotel...to move, or to check out and register, before the expiration of 30 days occupancy if a purpose is to have that occupant maintain transient occupancy status.” *Cal. Civ. Code § 1940.1* (emphasis added).

15. An innkeeper may avoid the strict provisions of Civil Code § 1940 as to any occupancy where the innkeeper retains a right of access and control of the unit and provides certain amenities, including: (a) a fireproof safe exclusively for residents' property (b) central phone services; (c) maid, mail and room services; (d) occupancy for periods of less than 7 days; and (e) food service provided by a food establishment located on or adjacent to the hotel. Although DEFENDANTS purport to provide all of these things, they do not actually do so.



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16. In order to avail itself to this exception, DEFENDANTS must provide all of these services to all of the residents. DEFENDANTS do not do so. As a representative example, none of DEFENDANTS' WOODSPRING HOTEL units have fireproof safes, there are no locking mail receptacles for all of the residential units (see Health & Safety Code § 17958.3), and there is no food service provided by a food establishment.

17. DEFENDANTS go to these lengths in an illegal effort to circumvent Civil Code § 1940 et seq. and thereby try to avoid the affirmative obligations the statutes place upon DEFENDANTS such as providing advance notice of eviction and basic habitability requirements.

18. In their operation of the WOODSPRING HOTEL, DEFENDANTS have engaged in the business acts and practices described above in violation of their duties to the occupants of those hotels.

19. PLAINTIFFS ask that the Court issue an Order preventing DEFENDANTS from taking these types of actions in the future.

CLASS ACTION ALLEGATIONS

20. PLAINTIFFS bring this action on his and her own behalf, and on behalf of all other persons similarly situated, in addition to the general public, pursuant to California Code of Civil Procedure §382.

21. The class is defined as follows: all individuals who are or previously resided at the WOODSPRING HOTEL ("CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of the Complaint and ending on the date of the determined by the Court ("CLASS PERIOD"). PLAINTIFFS reserve the right to modify the class definition if appropriate.

22. PLAINTIFFS reasonably estimate that the class has hundreds of members in diverse locations, many of which are homeless or transient with no permanent address or telephone. Joining all these individuals in this lawsuit is impractical and unnecessary, but the disposition of their claims in a class action will benefit the parties, the Courts, DEFENDANTS and all the other citizens of the County of Sacramento. Although the exact number of class

1 members is presently unknown to PLAINTIFFS, PLAINTIFFS anticipate that DEFENDANTS
2 maintain detailed lodging records, as required by law, that are sufficient to determine the number
3 of class members and to ascertain their identities. The class is therefore readily ascertainable.

4 23. There is a well-defined community of interest in the questions of law and fact
5 presented by this controversy. The questions of law and fact common to PLAINTIFFS and other
6 class members predominate over questions that may affect only individual members, if any.
7 DEFENDANTS have acted on grounds generally applicable to the entire class, thereby making
8 final injunctive relief and corresponding declaratory relief appropriate with respect to the class as
9 a whole. Among the questions of law and fact common to the class are the following:

10 (a) Whether DEFENDANTS' business acts and practices as alleged
11 herein are unlawful and unfair;

12 (b) Whether DEFENDANTS violated California Civil Code § 1940 et
13 seq.;

14 (c) Whether DEFENDANTS violated California Civil Code § 1940.1 by
15 forcing its residents to "check-out" and reregister to prevent them from becoming
16 permanent tenants;

17 (d) Whether the actions of DEFENDANTS as set forth herein violated
18 the Consumers Legal Remedies Act, California Civil Code section 1750, et seq.;

19 (e) Whether the actions of DEFENDANTS as set forth herein violated
20 Business and Professions Code section 17200, et seq.;

21 (f) Whether PLAINTIFFS and the CALIFORNIA CLASS are entitled
22 to injunctive relief and, if so, what that relief should be; *and*

23 (g) What other forms of relief, if any, are appropriate to remedy the
24 violations complained of herein.

25 24. PLAINTIFFS' claims are typical if not identical to the claims of the CALIFORNIA
26 CLASS because PLAINTIFFS and the CALIFORNIA CLASS were affected by the same
27 wrongful practice in which DEFENDANTS engaged, as alleged herein.

1 25. PLAINTIFFS will fairly and adequately protect the interest of members of the
2 class. The interests of PLAINTIFFS are aligned with and not antagonistic to the interests of the
3 class. PLAINTIFFS have retained lawyers who are competent and experienced in class action
4 litigation. Neither PLAINTIFFS nor PLAINTIFFS' attorneys have any known conflict in
5 undertaking this representation.

6 26. A class action is superior to the alternatives, if any, for the fair and efficient
7 adjudication of the controversy alleged herein. PLAINTIFFS and the members of the class have
8 suffered irreparable harm as a result of DEFENDANTS' unfair, deceptive and unlawful conduct.
9 Class treatment will permit a large number of similarly situated persons to prosecute their
10 common claims in a single forum simultaneously, efficiently, and without duplication of
11 evidence, effort and expense that numerous individual actions would engender. Absent the class
12 action, the members of the class will continue to suffer losses and violations of law and wrongs
13 described herein will continue without remedy. This action will result in the orderly and
14 expeditious administration of claims. Uniformity of decisions – especially with respect to
15 injunctive or declaratory relief – will be assured, thereby avoiding the risk of inconsistent and
16 varying determinations. Prosecution of actions such as this in numerous forums would serve no
17 purpose and would promote dis-uniformity in the interpretation of California law.

18 **FIRST CAUSE OF ACTION**

19 **Unfair Business Practices in Violation of Bus. & Prof. Code §§ 17200 et seq.**

20 **(By PLAINTIFFS and the CALIFORNIA CLASS against DEFENDANTS)**

21 27. PLAINTIFFS re-allege and incorporate by reference each and every allegation
22 contained in the paragraphs above.

23 28. PLAINTIFFS bring this claim pursuant to Business & Professions Code §§ 17200
24 – 17500 et seq. on behalf of herself and himself, and on behalf of all those similarly situated in
25 the CALIFORNIA CLASS, and also in a representative capacity on behalf of the general public
26 of the State of California, under the authority of these statutes.



1 29. DEFENDANTS violated and continues to violate, the provisions of Business &
2 Professions Code §§ 17200 – 17500 et seq. by engaging in the following unlawful business acts
3 or practices, among others:

4 a. DEFENDANTS engage in a pattern and practice of requiring occupants of
5 the WOODSPRING HOTEL, including PLAINTIFFS and the CALIFORNIA CLASS to
6 move, or to check out and reregister before the expiration of 30 days in order to prevent
7 the residents from gaining legal rights under State and Local law, in violation of Civil Code
8 § 1940.1.

9 b. DEFENDANTS violated, and continue to violate, their legal duties to
10 PLAINTIFFS and members of the CALIFORNIA CLASS by terminating their occupancy:
11 (i) without a 3-day notice to pay, cure, or quit, in violation of California Code of Civil
12 Procedure § 1161; (ii) without a notice of termination of tenancy, in violation of California
13 Civil Code § 1946; (iii) in derogation of the covenant of quiet enjoyment, in violation of
14 California Civil Code § 1927; and (iv) without initiating an unlawful detainer proceeding,
15 in violation of the judicial authority making such an action the exclusive legal procedure
16 for landlords seeking to evict tenants in such situations.

17 c. DEFENDANTS, through its employees and agents: (i) entered the rooms of
18 PLAINTIFFS and members of the CALIFORNIA CLASS without providing advance
19 written notice, in violation of California Civil Code § 1954; (ii) used force, threats, menace,
20 intimidation and deceptive statements to force, direct and demand PLAINTIFFS and
21 members of the CALIFORNIA CLASS vacate their rooms, in violation of California Civil
22 Code § 1940.2; and (iii) locked PLAINTIFFS and members of the CALIFORNIA CLASS
23 out of their rooms, in violation of California Civil Code § 789.3 thereby annoying and
24 disturbing PLAINTIFFS' and members of the CALIFORNIA CLASS' peaceful enjoyment
25 of their leased rooms at WOODSPRING HOTEL. At all times, DEFENDANTS conduct
26 of wrongful entry and eviction caused annoyance and discomfort as a result of the injury
27 to PLAINTIFFS peaceful enjoyment of the property/ tenancy occupied. PLAINTIFFS and
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those similarly situated further seek restitution of rent payments and transient occupancy taxes wrongfully taken and paid. PLAINTIFFS also seek damages for inconvenience, annoyance, discomfort, interference with quiet enjoyment.

d. DEFENDANTS, through its employees and agents, collected transient occupancy taxes from PLAINTIFFS and members of the CALIFORNIA CLASS, on occupancies exceeding thirty (30) days in violation of Tax & Revenue Code § 7280 and the applicable sections of Chapter 3.28 of the Sacramento Code.

30. DEFENDANTS have engaged in a pattern and practices of unlawful acts and courses of conduct constituting unfair business practices and unfair competition as prohibited by Business and Professions Code §§ 17200, et seq. The pattern of business practice and the course of conduct described herein have provided the DEFENDANTS with a competitive unfair advantage over similar businesses that have not engaged in such practices. Unless enjoined by this Court, DEFENDANTS will continue to engage in such practices.

31. DEFENDANTS' conduct as described in this Complaint has been immoral, unethical and oppressive, and substantially injurious to the occupants of DEFENDANTS' WOODSPRING HOTEL, as it exploits their lack of sophistication, fears and vulnerability to deny and deprive them of the valuable legal rights, protections and remedies to which they are entitled.

SECOND CAUSE OF ACTION

Violation of Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 et seq.

(By PLAINTIFFS and the CALIFORNIA CLASS against DEFENDANTS)

32. PLAINTIFFS re-allege and incorporate by reference each and every allegation contained in the paragraphs above.

33. This claim arises under the Consumers Legal Remedies Act, Cal. Civ. Code Section 1750, et seq. (the "CLRA").

34. PLAINTIFFS are a "consumer" as that term is defined in Cal. Civ. Code Section 1761(d).



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35. Heat; fire-proof safes to protect the guests/tenants' personal property; room services; phone access and maid services constitute "goods or services" as that term is defined in Cal. Civ. Code Section 1761(a).

36. PLAINTIFFS' payment of rent constituted a "transaction" as that term is defined in Civ. Code Section 1761(e).

37. The CLRA provides in relevant part that "[t]he following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer are unlawful: "(5) Representing that goods or services have...approval, characteristics, ingredients, uses, benefits...which they do not have...(7) Representing that goods...are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another...(9) Advertising goods...with intent not to sell them as advertised...(14) Representing that a transaction confers or involves rights...which it does not have or involve...(16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not...(19) inserting an unconscionable provision in the contract." Civil Code §1770 (a)(5),(7),(9),(14),(16),(19).

38. The misrepresentations here include, but are not limited to, statements on the receipts provided by DEFENDANTS to PLAINTIFFS each time they paid for their room that DEFENDANTS' WOODSPRING HOTEL is a "hotel", not a residential hotel.

39. The statement that DEFENDANTS' WOODSPRING HOTEL is a "hotel", rather than a residential hotel, is misleading and deceiving to PLAINTIFFS and members of the public as it makes them believe that they are required to pay transient occupancy taxes even after they have resided at DEFENDANTS' WOODSPRING HOTEL for more than thirty (30) days.

40. PLAINTIFFS actually relied on DEFENDANTS' representation that the WOODSPRING HOTEL is a "hotel" as they did in fact continue to pay transient occupancy taxes after residing at DEFENDANTS' WOODSPRING HOTEL for more than thirty (30) days.

1 41. The Consumers Legal Remedies Act, California Civil Code Section 1750, et seq.
2 (“CLRA”), was designed to protect consumers from unfair and deceptive business practices. To
3 this end, the CLRA sets forth a list of unfair and deceptive acts and practices that are specifically
4 prohibited in any transaction intended to result in the sale or lease of goods or services to a
5 consumer (Civil Code §1770). DEFENDANTS’ acts and practices, as set forth above, violate the
6 following provisions of the CLRA:

7 a. Section 1770(a)(5) in that DEFENDANTS represented that its hotels were
8 “transient hotels” and that their hotels would provide services that have characteristics,
9 uses, benefits, or quantities, such as providing fire proof safes, mail service, room and maid
10 service, room phone access, and food service, which they did not provide;

11 b. Section 1770(a)(7) in that DEFENDANTS represented that the services, as
12 described above, would be of a particular standard and quality that they did not possess;

13 c. Section 1770(a)(9) in that DEFENDANTS advertised and promoted these
14 services with the intent not to provide them as advertised;

15 d. Section 1770(a)(14) in that DEFENDANTS represented that the transaction
16 would confer rights and remedies which they did not have.

17 e. Section 1770(a)(16) in that DEFENDANTS represented that the subject of
18 a transaction had been supplied (services as described above), when it had not.

19 42. PLAINTIFFS and the CALIFORNIA CLASS were injured by DEFENDANTS’
20 representations because they paid for these goods and services, yet did not receive them.
21 PLAINTIFFS and the CALIFORNIA CLASS were also damaged because they were deprived of
22 their rights as tenants including: strict habitability standards; anti-retaliation provision; eviction
23 through “unlawful detainer” proceedings only; the covenant of quiet enjoyment; anti-harassment
24 provision; and restrictions on the access of the landlord into their dwelling.

25 43. PLAINTIFFS and the CALIFORNIA CLASS are therefore entitled to injunctive
26 relief, restraining and enjoining DEFENDANTS from making any type of representations that
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1 their hotels are “transient hotels” and that their hotels provide the goods and services of a transient
2 hotel.

3 44. On November 11, 2019, PLAINTIFFS sent notice, pursuant to Civil Code Section
4 1782, via certified mail with return receipt requested, to DEFENDANTS. A copy of the notice is
5 attached hereto as **Exhibit 1**.

6 45. Pursuant to Civil Code Section 1780(a)(3), PLAINTIFFS and the CALIFORNIA
7 CLASS seeks restitution and disgorgement from DEFENDANTS of all funds taken as alleged
8 above, including the disproportionate and unlawful fees, unjust enrichments, and other funds from
9 PLAINTIFFS and the CALIFORNIA CLASS. PLAINTIFFS and the CALIFORNIA CLASS
10 also seeks an order enjoining DEFENDANTS from continuing to employ the unlawful methods,
11 acts and practices set forth above, pursuant to Civil Code § 1780(a)(2). Pursuant to Civil Code
12 §§ 1780 and 1781 PLAINTIFFS also hereby request certification of the PLAINTIFFS’ Class and
13 an award of reasonable attorneys’ fees, costs and expenses pursuant to Civil Code §1780(d) and
14 Code of Civil Procedure §1021.5.

15 **THIRD CAUSE OF ACTION**

16 **Negligence**

17 **(By PLAINTIFFS and the CALIFORNIA CLASS against DEFENDANTS)**

18 46. PLAINTIFFS re-allege and incorporate by reference each and every allegation
19 contained in the paragraphs above.

20 47. DEFENDANTS by their actions were negligent. DEFENDANTS had a duty to
21 PLAINTIFFS and the CALIFORNIA CLASS not to unlawfully evict PLAINTIFFS and the
22 CALIFORNIA CLASS and to protect PLAINTIFFS’ and the CALIFORNIA CLASS’ quiet
23 enjoyment of the premises, not to retaliate or harass PLAINTIFFS or the CALIFORNIA CLASS,
24 and not to enter wrongfully interfere with PLAINTIFFS’ and the CALIFORNIA CLASS
25 members possessory interest in their dwelling units without proper notice and/or due process.

26 48. By its acts, failures to act, false statements and omissions, including but not limited
27 to DEFENDANTS conduct of wrongful entry and eviction which caused annoyance and
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1 discomfort as a result of the injury to PLAINTIFFS peaceful enjoyment of the property/ tenancy
2 occupied. PLAINTIFFS and those similarly situated further seek restitution of rent payments and
3 transient occupancy taxes wrongfully taken and paid. PLAINTIFFS also seek damages for
4 inconvenience, annoyance, discomfort, interference with quiet enjoyment set forth above,
5 DEFENDANTS breached their duties to PLAINTIFFS and the members of the CALIFORNIA
6 CLASS.

7 49. DEFENDANTS' actions and omissions set forth herein were a breach of its duties
8 to PLAINTIFFS, and to members of the CALIFORNIA CLASS, and as a direct and legal result
9 of DEFENDANTS' actions, PLAINTIFFS and members of the CALIFORNIA CLASS, have
10 suffered financial loss to be proven at trial.

11 50. PLAINTIFFS and the CALIFORNIA CLASS seek restitution of wrongfully
12 collected transient occupancy tax payments.

13 51. PLAINTIFFS' are informed and believe that DEFENDANTS' actions were willful,
14 malicious and in conscious regard of PLAINTIFFS' rights, and the rights of the members of the
15 CALIFORNIA CLASS, thus justifying an award of punitive and exemplary damages.

16 **FOURTH CAUSE OF ACTION**

17 **Violation of Civil Code § 1940.1**

18 **(By PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

19 52. PLAINTIFFS re-allege and incorporate by reference each and every allegation
20 contained in the paragraphs above.

21 53. Civil Code section 1940.1 makes it unlawful for any person to "require an occupant
22 of a residential hotel, as defined in Section 50519 of the Health and Safety Code, to move, or to
23 check out and reregister, before the expiration of 30 days occupancy if a purpose is to have that
24 occupant maintain transient occupancy status pursuant to paragraph (1) of subdivision (b) of
25 Section 1940."

26 54. As previously alleged, DEFENDANTS conduct violates section 1940.1 because
27 DEFENDANTS required PLAINTIFFS and the CALIFORNIA CLASS to move, or to check out
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1 and reregister, before the expiration of 30 days occupancy, for the purpose of having
2 PLAINTIFFS and the CALIFORNIA CLASS maintain transient occupancy status.

3 55. Pursuant to Civil Code section 1940.1, PLAINTIFFS and the CALIFORNIA
4 CLASS seek statutory damages of \$500.00 per violation.

5 **FIFTH CAUSE OF ACTION**

6 **Violation of Civil Code § 1940.2**

7 **(By PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

8 56. PLAINTIFFS re-allege and incorporate by reference each and every allegation
9 contained in the paragraphs above.

10 57. Civil Code section 1940.2 makes it unlawful to use, or to threaten to use, force,
11 willful threats, or menacing conduct constituting a course of conduct that interferes with the
12 tenant's quiet enjoyment of the premises.


13 58. DEFENDANTS conduct at all material times including but not limited to wrongful
14 entry and eviction caused annoyance and discomfort as a result of the injury to PLAINTIFFS
15 peaceful enjoyment of the property/ tenancy occupied. DEFENDANTS conduct included use of
16 threats, or to threaten to use, force, willful threats, or menacing conduct constituting a course of
17 conduct that interfered with the PLAINTIFFS' and other members of the CALIFORNIA CLASS'
18 quiet enjoyment of the premises at the WOODSPRING HOTEL, including but not limited to,
19 eviction without unlawful detainer, forcible eviction, threats of police action, and committing
20 other acts of wrongful eviction from, wrongful entry into, or wrongful invasion of the right of
21 private occupancy of occupancy of rooms occupied by PLAINTIFFS' and members of the
22 CALIFORNIA CLASS at the WOODSPRING HOTEL.

23 59. Pursuant to Civil Code § 1940.2(b), PLAINTIFFS and the CALIFORNIA CLASS
24 seek civil penalties up to \$2,000 per violation. In addition, PLAINTIFFS and those similarly
25 situated further seek restitution of rent payments and transient occupancy taxes wrongfully taken
26 and paid. PLAINTIFFS also seek damages for inconvenience, annoyance, discomfort,
27 interference with quiet enjoyment.

- 1 7. For a Civil Penalty that is compensatory in nature in the amount of \$25,000 per
- 2 violation pursuant to Civil Code Sections 52.1(b) and 52(b).
- 3 8. For restitution of wrongfully collected transient occupancy taxes;
- 4 9. For damages and penalties under the Consumer Legal Remedies Act;
- 5 10. Declarations that: (i) DEFENDANTS' representations and claims that the
- 6 WOODSPRING HOTEL is a "transient hotel" was and is wrongful; (ii) the
- 7 WOODSPRING HOTEL is a "residential hotel;" and (iii) PLAINTIFFS and the class
- 8 are entitled to the rights, duties and obligations owed to those residing in a "residential
- 9 hotel;"
- 10 11. For reasonable attorneys' fees pursuant to Civil Code sections 52(b), 1940, et seq.,
- 11 Civil Code section 1780(d) and/or Code of Civil Procedure section 1021.5;
- 12 12. For an award of penalties and costs of suit, as allowed by law;
- 13 13. Punitive damages as appropriate and allowed by law; and
- 14 For such other and further relief as the court may deem proper.

15
16 Dated: June 26, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.


17
18 By: 
19 Jean-Claude Lapuyade
20 Attorneys for PLAINTIFFS
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DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a trial by jury for each and every claim for which they have a right to jury trial.

Dated: June 26, 2020

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade

Attorneys for PLAINTIFFS



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EXHIBIT 1



Jean-Claude Lapuyade, Esq.

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November 19, 2019

DASCH, INC.

c/o Robert J. Dailey

1148 Alpine Road

Walnut Creek, CA 94596

Via US Certified Mail No. 7019 0700 0001 5676 9622

Robert J. Dailey

1148 Alpine Road

Walnut Creek, CA 94596

Via US Certified Mail No. 7019 0700 0001 5676 9677

Paula Shorf

1148 Alpine Road

Walnut Creek, CA 94596

Via US Certified Mail No. 7019 0700 0001 5676 9660

Dwight Davis

1148 Alpine Road

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William D. Schmicker

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Thomas A. Dailey

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PEGASUS VP INVESTORS I

c/o Robert J. Dailey

1148 Alpine Road

Walnut Creek, CA 94596

Via US Certified Mail No. 7019 0700 0001 5676 9684

Our Clients: DAMIEN HAMPTON, KERRI CRUZE & CHARLEAN ANHONY

File No.: 003-017

Re: Notice of Claim Pursuant to California Civil Code Section 1782

Dear Sir/Madam:

We represent DAMIEN HAMPTON, KERRI CRUZE & CHARLEAN ANHONY (hereinafter collectively "PLAINTIFFS"), and all other consumers similarly situated in a proposed action against DASCH, INC., PEGASUS VP INVESTORS I, ROBERT J. DAILEY, PAULA SHORF, DWIGHT DAVIS, WILLIAM D. SCHMICKER and THOMAS A. DAILEY (hereinafter collectively "DEFENDANTS"), arising out of, inter alia, unfair and deceptive business practices conducted by DEFENDANTS to the detriment of residents within the residential hotel owned and operated by DEFENDANTS located at 7789 La Mancha Way, Sacramento, California, commonly known as WOODSPRING SUITES SACRAMENTO.

Please take notice that this letter constitutes notification under the California Consumer Legal Remedies Act ("CLRA"), California Civil Code Section 1782, of your violations of the CLRA, as well as a demand that you remedy such violations.

PLAINTFFS and others similarly situated resided, and/or continue to reside, at residential hotels owned and operated by DEFENDANTS. In violation of the CLRA, DEFENDANTS unfairly and deceptively treated its resident consumers as "transient hotel guests" instead of as residential hotel "tenants." This deceptive practice works to the unfair advantage of DEFENDANTS, and severe detriment to residents, in that "transient hotel guests" are not entitled to the level of legal protections that "tenants" enjoy in California. Therefore, DEFENDANTS secured long-term tenants, but do not provide or honor the legal rights of these tenants pursuant to the law. DEFENDANTS' business practices violate numerous California laws and regulations, including but not limited to, California Civil Code Sections 52.1, 1940, 1940.1, and 1940.2, California Revenue and Taxation Code Section 7280, Section 50519 of the Health and Safety Code, and Chapter 3.28 of the Sacramento City Code.

DEFENDANTS represent that it is operating transient hotels. Pursuant to California law (California Civil Code Section 1940(b)), a transient hotel must offer a fire-proof safe, central telephone service, maid service, mail service, room service, and food service provider on or adjacent to the property to *all* occupants. The rooms operated by DEFENDANTS *do not* include all of these items. This deceptive misrepresentation has harmed and continues to harm PLAINTFFS and all others similarly situated.

These practices constitute a violation of California Civil Code Section 1770(a) under, inter alia, the following subdivisions:

- (a) DEFENDANTS represented its hotels were "transient hotels" and that their hotels would provide services that have characteristics, uses, quantities or benefits such as fire-proof safe, central telephone service, maid service, mail service, room service, and food service provider on or adjacent to the property, which it did not provide;
- (b) DEFENDANTS represented that the services (fire-proof safe, central telephone service, maid service, mail service, room service, and food service provider on or adjacent to the property) would be of a particular standard and quality, which they were not;
- (c) DEFENDANTS advertised these services (fire-proof safe, central telephone service, maid service, mail service, room service, and food service provider on or adjacent to the property) with the intent not to provide them;
- (d) DEFENDANTS represented the transaction would confer certain rights and benefits to the consumers, which were not conferred;
- (e) DEFENDANTS inserted an unconscionable provision in its purported hotel guest invoice agreement.

California Civil Code Section 1770(a)(5)-(19).

DEFENDANTS' business practices also constitute violations of California Business and Professions Code Section 17200, et seq.

Pursuant to California Civil Code Section 1782, we hereby demand on behalf of PLAINTIFFS and all others similarly situated that DEFENDANTS immediately correct and rectify these violations of California Civil Code Section 1770 by ceasing its misrepresentation that it is a "transient hotel" and engaging in immediate corrective measures to honor the rights of its "tenants" residing in its residential hotels. In addition, DEFENDANTS should offer to refund the rental payments and transient occupancy taxes received from tenants during the previous four years during DEFENDANTS' illegal operation of its residential hotels, plus reimbursement for interest, costs and fees.

After thirty days from the date of this letter, PLAINTIFFS will file a lawsuit that will include claims for injunctive relief, restitution, actual and punitive damages (as may be appropriate), courts costs and attorneys' fees if a full and adequate response to this letter is not received. In addition, California Civil Code Section 1780(b) provides in part that: "Any consumer who is a senior citizen or a disabled person, as defined in subdivisions (f) and (g) of Section 1761, as part of an action under subdivision (a), may seek and be awarded, **in addition to the remedies specified therein**, up to five thousand dollars (\$5,000)..." (emphasis added). Thus, to avoid litigation, it is in the interest of all parties concerned that DEFENDANTS address this problem immediately.

DEFENDANTS must undertake all of the following actions to satisfy the requirements of California Civil Code Section 1782(c):

1. Identify or make a reasonable attempt to identify past and current residents with occupancies exceeding 30 consecutive days at the subject property (WOODSPRING SUITES SACRAMENTO);
2. Notify all such residents so identified that upon their request, DEFENDANTS will offer an appropriate remedy for its wrongful conduct, which can include a full refund of the rental payments made, refund of wrongfully collected transient occupancy taxes, plus interest, costs and fees;
3. Undertake (or promise to undertake within reasonable time if it cannot be done immediately) the actions described above for all residents who so request; and
4. Cease from expressly or impliedly representing to consumers that DEFENDANTS operate a "transient hotel," when it does not.

We await your response.

Very truly yours,
JCL LAW FIRM. APC



Jean-Claude Lapuyade
Attorney at Law

1 JEAN-CLAUDE LAPUYADE (SBN 248676)
2 **JCL LAW FIRM, APC**
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12 TEL: (619)255-9047
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14 WEBSITE: WWW.ZAKAYLAW.COM

15 ATTORNEYS FOR PLAINTIFFS

16 **SUPERIOR COURT OF CALIFORNIA**

17 **COUNTY OF SACRAMENTO**

18 **DAMIEN HAMPTON, KERRI CRUZE &**
19 **CHARLEAN ANTHONY**, individually and on
20 behalf of all those similarly situated.

21 Plaintiffs,

22 vs.

23 **DASCH, INC.**, a California corporation;
24 **PEGASUS VP INVESTORS I**, a California
25 limited partnership; ROBERT J. DAILEY, an
26 individual; PAULA SHORF, an individual;
27 DWIGHT DAVIS, an individual; WILLIAM
28 D. SCHMICKER, an individual; THOMAS A.
DAILEY, an individual; and DOES 1 through
50, inclusive,

Defendants.

Case No.

Unlimited Civil Case

CLASS ACTION COMPLAINT FOR:

1. VIOLATION OF CA BUS. & PROF. CODE §§ 17200, *et seq.* (UNFAIR BUSINESS PRACTICES);
2. VIOLATION OF CA CIVIL CODE §§ 1750, *et seq.* (CONSUMER LEGAL REMEDIES ACT);
3. NEGLIGENCE;
4. STRICT STATUTORY LIABILITY FOR VIOLATION OF CIVIL CODE § 1940.1
5. STRICT STATUTORY LIABILITY FOR VIOLATIONS OF CIVIL CODE § 1940.2;
6. UNLAWFUL LEVY OF TRANSIENT OCCUPANCY TAX;
7. VIOLATION OF CIVIL CODE SECTION 52.1

DEMAND FOR A JURY TRIAL

1 **INTRODUCTION**

2 1. The law recognizes two types of hotels: “Transient Hotels” and “Residential
3 Hotels.” Each type comes with different legal rights and obligations for its tenants, owners,
4 operators, managers, landlords and lessors. A “Transient Hotel” is like the Marriott or the
5 Sheraton, with maid, mail and room services, phone services, and a safe to store valuables.
6 When the landlord wants to remove a “transient hotel guest” he simply removes him or her,
7 without notice. On the other hand, a “Residential Hotel” functions essentially as a low-income
8 apartment house, in which the landlord may provide scant amenities but the long-term “guests”
9 have more substantial rights in their “leaseholds,” including the right to 30 days’ written notice
10 of “eviction.”

11 2. This is a case involving owners, operators, managers, landlords and lessors of the
12 WOODSPRING SUITES SACRAMENTO (“WOODSPRING HOTEL”) located at 7789 La
13 Mancha Way, Sacramento, California, who want the WOODSPRING HOTEL to be a “Transient
14 Occupancy Hotel” when it comes to evicting tenants and collecting room rates and transient
15 occupancy tax payments, yet want the WOODSPRING HOTEL to be a “Residential Hotel”
16 when it comes to accepting long-term residents and side-stepping statutory Transient Occupancy
17 Hotel requirements. Specifically, DEFENDANTS have wrongfully entered the tenant premises,
18 invaded the PLAINTIFFS right of private occupancy of the tenant premises by or on behalf of
19 the direction of the DEFENDANT landlord. In doing so, DEFENDANTS invaded the right of
20 private occupancy.

21 3. Defendants DASCH, INC., a California corporation, PEGASUS VP INVESTORS
22 I, a California limited partnership, ROBERT J. DAILEY, an individual, PAULA SHORF, an
23 individual, DWIGHT DAVIS, an individual, WILLIAM D. SCHMICKER, an individual,
24 THOMAS A. DAILEY, an individual, (hereinafter collectively “DEFENDANTS”) are the
25 owners, operators, managers, landlords or lessors of the WOODSPRING HOTEL located at
26 7789 La Mancha Way, Sacramento, California. Although the WOODSPRING HOTEL provides
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accommodations to the public on both an overnight and a long-term basis, it is not the Marriott or the Sheraton.

4. The WOODSPRING HOTEL features threadbare rooms, with no facilities for the safeguarding of personal property, and with no food service provided by a food establishment. PLAINTIFFS, like many other tenants, resided at the WOODSPRING HOTEL as their primary residence for more than thirty (30) consecutive days. However, to appear as a “Transient Occupancy” hotel, DEFENDANTS compelled PLAINTIFFS, and all those similarly situated, to move, or to check out and re-register before the expiration of 30 days of occupancy for the purpose of attempting to maintain transient occupancy status. DEFENDANTS’ conduct is tantamount to a wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room occupied by PLAINTIFFS at the WOODSPRING HOTEL. At all times, DEFENDANTS conduct of wrongful entry and eviction caused annoyance and discomfort as a result of the injury to PLAINTIFFS peaceful enjoyment of the property/ tenancy occupied.

5. PLAINTIFFS in this case were tenants in DEFENDANTS’ WOODSPRING HOTEL who, on behalf of themselves and all others similarly situated, seek an order from this Court compelling DEFENDANTS to comply with the law in all aspects of its hotel operations – including a prohibition of the wrongful eviction from, wrongful entry into, or wrongful invasion of the right of private occupancy of a room occupied by PLAINTIFFS at the WOODSPRING HOTEL. PLAINTIFFS and those similarly situated further seek restitution of rent payments and transient occupancy taxes wrongfully taken and paid. PLAINTIFFS also seek damages for inconvenience, annoyance, discomfort, interference with quiet enjoyment.

PARTIES

6. PLAINTIFFS DAMIEN HAMPTON, KERRI CRUZE & CHARLEAN ANHONY (“PLAINTIFFS”), individuals, and on behalf of all those similarly situated, and at all times relevant, were and are residents of Sacramento County, California, as residents of the WOODSPRING HOTEL.

1 7. PLAINTIFFS are of low-income. *See Cal. Health & Safety Code* sections 50067,
2 50093.

3 8. PLAINTIFFS were unaware of the identities, roles, conduct, and/or legal capacities
4 of other persons involved in the actions and breaches of duty set forth herein, but believe there
5 may indeed be such others (identified herein as DOES 1-50) who are in some way responsible
6 for such acts, omissions and damages. PLAINTIFFS will seek leave of Court to amend this
7 complaint to allege their names and roles when ascertained.

8 9. PLAINTIFFS are informed and believe that Defendants DASCH, INC., PEGASUS
9 VP INVESTORS I, ROBERT J. DAILEY, PAULA SHORF, DWIGHT DAVIS, WILLIAM D.
10 SCHMICKER, and THOMAS A. DAILEY are the owners, managers, operators, landlords, or
11 lessors of the WOODSPRING HOTEL, an approximately one hundred and twenty-four (124)
12 room residence located in the State of California, County of Sacramento, at 7789 La Mancha
13 Way, Sacramento, California.

14 10. At the times herein mentioned, PLAINTIFFS are informed and believe that each
15 defendant was and is the agent and/or employee of each of the remaining DEFENDANTS, and
16 in doing the acts hereinafter alleged, was acting within the course and scope of such agency and
17 employment. Because of the agency and/or employment relationship between DEFENDANTS,
18 and each of them, each defendant has knowledge and/or constructive notice of the acts of each
19 of the DEFENDANTS. PLAINTIFFS are informed and believe that each defendant ratified
20 and/or authorized the wrongful acts of DEFENDANTS, as set forth below, by their actions and
21 by retaining the benefits of said wrongful acts.

22 11. Each of the DEFENDANTS aided, abetted, encouraged and rendered substantial
23 assistance to the others in accomplishing the wrongful conduct and other wrongdoing
24 complained of herein. In taking action, as alleged herein, to aid, abet, and substantially assist
25 the commission of these wrongful acts, DEFENDANTS acted with awareness of their
26 wrongdoing and realization that their conduct would substantially assist the wrongful conduct,
27 wrongful goals, and wrongdoing, and that it would cause harm to PLAINTIFFS.

1 12. PLAINTIFFS bring this Class Action on behalf of themselves and on behalf of a
2 California Class, defined as all individuals who are or who previously have resided at the
3 WOODSPRING HOTEL (“CALIFORNIA CLASS”) at any time during the period beginning
4 four (4) years prior to the filing of the Complaint and ending on the date of the determined by the
5 Court (“CLASS PERIOD”).

6 **JURISDICTION AND VENUE**

7 13. Jurisdiction and venue are proper in this Court because the WOODSPRING
8 HOTEL is located at 7789 La Mancha Way, Sacramento, California, located in the County of
9 Sacramento, and the amount in controversy exceeds \$25,000.

10 14. Further, venue is proper in this Court under Civil Code section 1750, et seq.
11 (California Consumer Legal Remedies Act) because PLAINTIFFS suffered losses through
12 transactions that occurred at DEFENDANTS’ business locations in the County of Sacramento.
13 Pursuant to Civil Code section 1780(d), attached to this Complaint as **Exhibit 1** is PLAINTIFFS’
14 declaration establishing proper venue.

15 **FACTUAL ALLEGATIONS**

16 15. California state law defines a “Residential Hotel” as any building containing six or
17 more guestrooms that are primarily occupied by persons who use such rooms as their primary
18 residence. *Cal. Health & Safety Code §50519*. Residential Hotels are an important segment of
19 the limited housing stock that is available to very low-income individuals in California. The
20 California Legislature has thus recognized “that the need for decent housing among individuals
21 of very low income is great, and that residential hotels are often the only form of housing
22 affordable to those individuals.” *Cal. Health & Safety Code § 50519(a)*. Consistent with and in
23 accordance of the health and safety code, DEFENDANTS were required to refrain from
24 prohibited conduct of interference with the peace and quiet PLAINTIFFS were entitled during the
25 course of their tenancy and at all material times, DEFENDANTS were to avoid any or have
26 wrongful entry and eviction and to reasonably avoid annoyance and discomfort as a result of the
27 injury to PLAINTIFFS peaceful enjoyment of the property/ tenancy occupied.



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16. The WOODSPRING HOTEL should be considered a “Residential Hotel” because PLAINTIFFS and the members of the CALIFORNIA CLASS occupied rooms at the WOODSPRING HOTEL for more than thirty (30) days and used the WOODSPRING HOTEL as their primary residence. *Cal. Health & Safety Code* § 50519. A large proportion of the occupants are persons of low-income as defined by *Cal. Health & Safety Code* section 50093, elderly and/or cope with addiction issues or physical disability. These individuals tend to be unsophisticated in their commercial and legal dealings and have very limited, if any, access to legal counsel. They are, therefore, very vulnerable to predatory business practices. The California Supreme Court has recognized the vulnerability of low-income housing tenants, observing, among other things, that the “*severe shortage of low and moderate cost housing has left tenants with little bargaining power*” and thus deserving of legal protection. *Green v. Superior Court*, 10 Cal. 3d 616, 625 (1974).

17. To protect this vulnerable segment of society, California state law gives tenants substantial rights and protections. California Civil Code §1940 is the principal state law governing the relationship between landlords and those who hire their premises, including persons who hire rooms at Residential Hotels. This statutory scheme dispenses with many distinctions of common law between tenants, lessees, boarders and lodgers. Instead it denominates all of the foregoing as “persons who hire” and gives them the same rights as tenants. These rights and protections include:

A. **Anti-retaliation provision.** It is unlawful for a landlord to increase rent, decrease services, cause a tenant to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against a tenant for making an oral or written complaint regarding tenantability or after commencing judicial proceedings involving the issue of tenantability. *See Cal. Civ. Code* § 1942.5(a). PLAINTIFFS are informed and believe that DEFENDANTS did, and continue to, carry out such retaliatory conduct and, therefore, have committed the wrongful eviction from, wrongful entry into, or



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invasion of the right of private occupancy of rooms occupied by PLAINTIFFS' and members of the CALIFORNIA CLASS at the WOODSPRING HOTEL.

B. Eviction through “unlawful detainer” proceedings only. The only lawful method by which a Residential Hotel owner may recover possession of a unit from a tenant who is committing “unlawful detainer” by remaining in occupancy in violation of the terms of his or her rental agreement is through filing a judicial eviction action. Efforts to take matters into his or her own hands by evicting the tenant using “self-help” methods are strictly forbidden by law and constitute a criminal offense. See *Cal. Civ. Code § 1159, et seq.*; *Cal. Pen. Code § 418*. PLAINTIFFS are informed and believe that DEFENDANTS have attempted to gain possession, and have gained possession, of units from tenants by methods other than the judicial process unlawfully and therefore, have committed the wrongful eviction from, wrongful entry into, or wrongful invasion of the right of private occupancy of rooms occupied by PLAINTIFFS and members of the CALIFORNIA CLASS at the WOODSPRING HOTEL.

C. Anti-harassment provision. It is unlawful for a residential hotel owner, acting with the purpose to influence a tenant to vacate a dwelling, to use or threaten to use force, or to make willful threats, or to engage in menacing conduct that interferes with the tenant’s quiet enjoyment of the premises and that would create apprehension of fear to a reasonable person. See *Cal. Civ. Code § 1940.2*. PLAINTIFFS are informed and believe that DEFENDANTS have engaged in such conduct and, therefore, have committed the wrongful eviction from, wrongful entry into, or wrongful invasion of the right of private occupancy of rooms occupied by PLAINTIFFS’ and members of the CALIFORNIA CLASS at the WOODSPRING HOTEL.

D. Covenant of quiet enjoyment. California law imposes a duty on all landlords to ensure that a tenant has “quiet enjoyment” of the premises. The right to quiet enjoyment includes the ability to use and enjoy the premises without being subject to acts of the owner that disturb the tenant’s peaceful possession of the premises, such as improper evictions or eviction attempts. See *Cal. Civ. Code § 1927*; *Cal Civ. Code § 1940.2*.

1 . PLAINTIFFS are informed and believe that DEFENDANTS have annoyed and disturbed
2 PLAINTIFFS', and members of the CALIFORNIA CLASS, peaceful enjoyment and right to
3 quiet enjoyment at the WOODSPRING HOTEL and, therefore, have committed the wrongful
4 eviction from, wrongful entry into, i.e., trespass, or wrongful invasion of the right of private
5 occupancy of rooms occupied by PLAINTIFFS' and members of the CALIFORNIA CLASS
6 at the WOODSPRING HOTEL.

7 E. **Restrictions on landlord's entry into dwelling.** Except in case of
8 emergency, a residential hotel owner is prohibited from entering into a rented dwelling unless
9 upon written notice given 24 hours in advance. See *Cal Civ. Code § 1954*. PLAINTIFFS are
10 informed and believe that DEFENDANTS have entered rented dwelling units at the
11 WOODSPRING HOTEL in non-emergency situations without giving appropriate notice and,
12 therefore, have committed the wrongful eviction from, wrongful entry into, i.e., trespass, or
13 wrongful invasion of the right of private occupancy of rooms occupied by PLAINTIFFS and
14 members of the CALIFORNIA CLASS at the WOODSPRING HOTEL.

15 18. PLAINTIFFS believe that DEFENDANTS attempt to prevent PLAINTIFFS and
16 members of the CALIFORNIA CLASS from becoming permanent tenants and gaining these
17 rights and protections by treating them as "transient occupants," rather than as tenants, even
18 though PLAINTIFFS and members of the CALIFORNIA CLASS are not "transient occupants."

19 19. Civil Code § 1940(b) excludes "transient occupants" from the protections of this
20 statutory scheme. A "transient occupant" is an occupant who seeks only temporary
21 accommodations, such as a typical hotel guest, as opposed to a person who seeks housing on a
22 permanent or semi-permanent basis or whose occupancy exceeds 30 consecutive days, such as a
23 typical apartment renter. A proprietor of a residential hotel can "lock out" a "transient occupant"
24 for nearly any reason, without notice, whereas such proprietor is required to begin formal eviction
25 proceedings to evict a "tenant."

26 20. Although *some* occupants of DEFENDANTS' WOODSPRING HOTEL may
27 indeed be "transient occupants," PLAINTIFFS and the members of the CALIFORNIA CLASS
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1 are not. For many, including PLAINTIFFS and members of the CALIFORNIA CLASS, their
2 occupancy does not fit the definition of “transient occupancy” because they have been or want to
3 be in residence for more than 30 consecutive days and/or were seeking housing on a permanent
4 or semi-permanent basis. Under California state law, a hotel resident becomes a permanent tenant
5 after a continuous stay of 30 days. See *Cal Civ. Code § 1940.1*. Each of these occupants (not all
6 whose identities are presently known to PLAINTIFFS) became entitled during their occupancy to
7 the full rights and protections of tenants.

8 21. DEFENDANTS have unlawfully, unfairly, negligently, wrongfully and/or
9 fraudulently been depriving, and attempting to deprive, its residents of the tenant rights and
10 protections by committing the wrongful eviction from, wrongful entry into, or invasion of the
11 right of private occupancy of a rooms occupied by PLAINTIFFS’ and members of the
12 CALIFORNIA CLASS at the WOODSPRING HOTEL as described above. Even though
13 PLAINTIFFS and many members of the CALIFORNIA CLASS have lived at DEFENDANTS’
14 WOODSPRING HOTEL for months, sometimes years as a primary residence, DEFENDANTS
15 perpetuate a ruse by uniformly, systematically and regularly, as a matter of custom, practice and
16 policy, requiring residents to pay rent on a daily basis (or other period less than 30 days), pay a
17 “transient occupancy tax”, and forcing each resident to “check-out” and re-register, to allow
18 DEFENDANTS to perpetuate the ruse that the WOODSPRING HOTEL is a “transient hotel”
19 rather than the “residential hotel” that it is. This systematic practice is infamously known and
20 commonly referred to as the “28 Day Shuffle”.

21 22. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS
22 have actually wrongfully evicted from, wrongfully entered into, or invaded the right of private
23 occupancy of rooms at the WOODSPRING HOTEL occupied by PLAINTIFFS and members of
24 the CALIFORNIA CLASS as described above. For instance, DEFENDANTS unlawfully evicted
25 PLAINTIFFS from their room at the WOODSPRING HOTEL in November of 2016 without
26 unlawful detainer proceedings. DEFENDANTS also unlawfully evicted PLAINTIFFS and
27 members of the CALIFORNIA CLASS every time they required PLAINTIFFS and the
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1 CALIFORNIA CLASS members to move, or to check out and re-register, without unlawful
2 detainer proceedings.

3 23. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS
4 compelled PLAINTIFFS and members of the CALIFORNIA CLASS to move, or check out and
5 re-register before the expiration of 30 days occupancy at the WOODSPRING HOTEL and at that
6 at least one purpose of these practices is to deprive residents of their tenant rights by purporting
7 to interrupt the occupancies so that those tenancies can be claimed not to have exceeded 30
8 consecutive days. Another purpose of these practices is to wrongfully interfere with the right of
9 private occupancy of rooms occupied by PLAINTIFFS and members of the CALIFORNIA
10 CLASS at the WOODSPRING HOTEL. Accordingly, DEFENDANTS' actions violate Civil
11 Code § 1940.1, which states that "[n]o person may require an occupant of a residential hotel...to
12 move, or to check out and register, before the expiration of 30 days occupancy if a purpose is to
13 have that occupant maintain transient occupancy status." *Cal. Civ. Code § 1940.1* (emphasis
14 added).

15 24. An innkeeper may avoid the strict provisions of Civil Code § 1940 as to any
16 occupancy where the innkeeper retains a right of access and control of the unit and provides
17 certain amenities, including: (a) a fireproof safe exclusively for residents' property (b) central
18 phone services; (c) maid, mail and room services; (d) occupancy for periods of less than 7 days;
19 and (e) food service provided by a food establishment located on or adjacent to the hotel.
20 Although DEFENDANTS purport to provide all of these things, they do not actually do so.

21 25. In order to avail itself to this exception, DEFENDANTS must provide all of these
22 services to all of the residents. DEFENDANTS do not do so. As a representative example, none
23 of DEFENDANTS' WOODSPRING HOTEL units have fireproof safes, there are no locking mail
24 receptacles for all of the residential units (see Health & Safety Code § 17958.3), and there is no
25 food service provided by a food establishment.



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26. DEFENDANTS go to these lengths in an illegal effort to circumvent Civil Code § 1940 et seq. and thereby try to avoid the affirmative obligations the statutes place upon DEFENDANTS such as providing advance notice of eviction and basic habitability requirements.

27. In their operation of the WOODSPRING HOTEL, DEFENDANTS have engaged in the business acts and practices described above in violation of their duties to the occupants of those hotels.

28. PLAINTIFFS ask that the Court issue an Order preventing DEFENDANTS from taking these types of actions in the future.

CLASS ACTION ALLEGATIONS

29. PLAINTIFFS bring this action on his and her own behalf, and on behalf of all other persons similarly situated, in addition to the general public, pursuant to California Code of Civil Procedure §382.

30. The class is defined as follows: all individuals who are or previously resided at the WOODSPRING HOTEL (“CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing of the Complaint and ending on the date of the determined by the Court (“CLASS PERIOD”). PLAINTIFFS reserve the right to modify the class definition if appropriate.

31. PLAINTIFFS reasonably estimate that the class has hundreds of members in diverse locations, many of which are homeless or transient with no permanent address or telephone. Joining all these individuals in this lawsuit is impractical and unnecessary, but the disposition of their claims in a class action will benefit the parties, the Courts, DEFENDANTS and all the other citizens of the County of Sacramento. Although the exact number of class members is presently unknown to PLAINTIFFS, PLAINTIFFS anticipate that DEFENDANTS maintain detailed lodging records, as required by law, that are sufficient to determine the number of class members and to ascertain their identities. The class is therefore readily ascertainable.

32. There is a well-defined community of interest in the questions of law and fact presented by this controversy. The questions of law and fact common to PLAINTIFFS and other



1 class members predominate over questions that may affect only individual members, if any.
2 DEFENDANTS have acted on grounds generally applicable to the entire class, thereby making
3 final injunctive relief and corresponding declaratory relief appropriate with respect to the class as
4 a whole. Among the questions of law and fact common to the class are the following:

5 (a) Whether DEFENDANTS' business acts and practices as alleged
6 herein are unlawful and unfair;

7 (b) Whether DEFENDANTS violated California Civil Code § 1940 et
8 seq.;

9 (c) Whether DEFENDANTS violated California Civil Code § 1940.1 by
10 forcing its residents to "check-out" and reregister to prevent them from becoming
11 permanent tenants;

12 (d) Whether the actions of DEFENDANTS as set forth herein violated
13 the Consumers Legal Remedies Act, California Civil Code section 1750, et seq.;

14 (e) Whether the actions of DEFENDANTS as set forth herein violated
15 Business and Professions Code section 17200, et seq.;

16 (f) Whether PLAINTIFFS and the CALIFORNIA CLASS are entitled
17 to injunctive relief and, if so, what that relief should be; *and*

18 (g) What other forms of relief, if any, are appropriate to remedy the
19 violations complained of herein.

20 33. PLAINTIFFS' claims are typical if not identical to the claims of the CALIFORNIA
21 CLASS because PLAINTIFFS and the CALIFORNIA CLASS were affected by the same
22 wrongful practice in which DEFENDANTS engaged, as alleged herein.

23 34. PLAINTIFFS will fairly and adequately protect the interest of members of the
24 class. The interests of PLAINTIFFS are aligned with and not antagonistic to the interests of the
25 class. PLAINTIFFS have retained lawyers who are competent and experienced in class action
26 litigation. Neither PLAINTIFFS nor PLAINTIFFS' attorneys have any known conflict in
27 undertaking this representation.

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1 35. A class action is superior to the alternatives, if any, for the fair and efficient
2 adjudication of the controversy alleged herein. PLAINTIFFS and the members of the class have
3 suffered irreparable harm as a result of DEFENDANTS' unfair, deceptive and unlawful conduct.
4 Class treatment will permit a large number of similarly situated persons to prosecute their
5 common claims in a single forum simultaneously, efficiently, and without duplication of
6 evidence, effort and expense that numerous individual actions would engender. Absent the class
7 action, the members of the class will continue to suffer losses and violations of law and wrongs
8 described herein will continue without remedy. This action will result in the orderly and
9 expeditious administration of claims. Uniformity of decisions – especially with respect to
10 injunctive or declaratory relief – will be assured, thereby avoiding the risk of inconsistent and
11 varying determinations. Prosecution of actions such as this in numerous forums would serve no
12 purpose and would promote dis-uniformity in the interpretation of California law.

13 **FIRST CAUSE OF ACTION**

14 **Unfair Business Practices in Violation of Bus. & Prof. Code §§ 17200 et seq.**

15 **(By PLAINTIFFS and the CALIFORNIA CLASS against DEFENDANTS)**

16 36. PLAINTIFFS re-allege and incorporate by reference each and every allegation
17 contained in the paragraphs above.

18 37. PLAINTIFFS bring this claim pursuant to Business & Professions Code §§ 17200
19 – 17500 et seq. on behalf of herself and himself, and on behalf of all those similarly situated in
20 the CALIFORNIA CLASS, and also in a representative capacity on behalf of the general public
21 of the State of California, under the authority of these statutes.

22 38. DEFENDANTS violated and continues to violate, the provisions of Business &
23 Professions Code §§ 17200 – 17500 et seq. by engaging in the following unlawful business acts
24 or practices, among others:

25 a. DEFENDANTS engage in a pattern and practice of requiring occupants of
26 the WOODSPRING HOTEL, including PLAINTIFFS and the CALIFORNIA CLASS to
27 move, or to check out and reregister before the expiration of 30 days in order to prevent
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the residents from gaining legal rights under State and Local law, in violation of Civil Code § 1940.1.

b. DEFENDANTS violated, and continue to violate, their legal duties to PLAINTIFFS and members of the CALIFORNIA CLASS by terminating their occupancy: (i) without a 3-day notice to pay, cure, or quit, in violation of California Code of Civil Procedure § 1161; (ii) without a notice of termination of tenancy, in violation of California Civil Code § 1946; (iii) in derogation of the covenant of quiet enjoyment, in violation of California Civil Code § 1927; and (iv) without initiating an unlawful detainer proceeding, in violation of the judicial authority making such an action the exclusive legal procedure for landlords seeking to evict tenants in such situations.

c. DEFENDANTS, through its employees and agents: (i) entered the rooms of PLAINTIFFS and members of the CALIFORNIA CLASS without providing advance written notice, in violation of California Civil Code § 1954; (ii) used force, threats, menace, intimidation and deceptive statements to force, direct and demand PLAINTIFFS and members of the CALIFORNIA CLASS vacate their rooms, in violation of California Civil Code § 1940.2; and (iii) locked PLAINTIFFS and members of the CALIFORNIA CLASS out of their rooms, in violation of California Civil Code § 789.3 thereby annoying and disturbing PLAINTIFFS' and members of the CALIFORNIA CLASS' peaceful enjoyment of their leased rooms at WOODSPRING HOTEL. At all times, DEFENDANTS conduct of wrongful entry and eviction caused annoyance and discomfort as a result of the injury to PLAINTIFFS peaceful enjoyment of the property/ tenancy occupied. PLAINTIFFS and those similarly situated further seek restitution of rent payments and transient occupancy taxes wrongfully taken and paid. PLAINTIFFS also seek damages for inconvenience, annoyance, discomfort, interference with quiet enjoyment.

d. DEFENDANTS, through its employees and agents, collected transient occupancy taxes from PLAINTIFFS and members of the CALIFORNIA CLASS, on

1 occupancies exceeding thirty (30) days in violation of Tax & Revenue Code § 7280 and
2 the applicable sections of Chapter 3.28 of the Sacramento Code.

3 39. DEFENDANTS have engaged in a pattern and practices of unlawful acts and
4 courses of conduct constituting unfair business practices and unfair competition as prohibited by
5 Business and Professions Code §§ 17200, et seq. The pattern of business practice and the course
6 of conduct described herein have provided the DEFENDANTS with a competitive unfair
7 advantage over similar businesses that have not engaged in such practices. Unless enjoined by
8 this Court, DEFENDANTS will continue to engage in such practices.

9 40. DEFENDANTS' conduct as described in this Complaint has been immoral,
10 unethical and oppressive, and substantially injurious to the occupants of DEFENDANTS'
11 WOODSPRING HOTEL, as it exploits their lack of sophistication, fears and vulnerability to deny
12 and deprive them of the valuable legal rights, protections and remedies to which they are entitled.

13 **SECOND CAUSE OF ACTION**

14 **Violation of Consumers Legal Remedies Act, Cal. Civ. Code Section 1750 et seq.**

15 **(By PLAINTIFFS and the CALIFORNIA CLASS against DEFENDANTS)**

16 41. PLAINTIFFS re-allege and incorporate by reference each and every allegation
17 contained in the paragraphs above.

18 42. This claim arises under the Consumers Legal Remedies Act, Cal. Civ. Code Section
19 1750, et seq. (the "CLRA").

20 43. PLAINTIFFS are a "consumer" as that term is defined in Cal. Civ. Code Section
21 1761(d).

22 44. Heat; fire-proof safes to protect the guests/tenants' personal property; room
23 services; phone access and maid services constitute "goods or services" as that term is defined in
24 Cal. Civ. Code Section 1761(a).

25 45. PLAINTIFFS' payment of rent constituted a "transaction" as that term is defined
26 in Civ. Code Section 1761(e).





1 46. The CLRA provides in relevant part that “[t]he following unfair methods of
2 competition and unfair or deceptive acts or practices undertaken by any person in a transaction
3 intended to result or which results in the sale or lease of goods or services to any consumer are
4 unlawful: “(5) Representing that goods or services have...approval, characteristics, ingredients,
5 uses, benefits...which they do not have...(7) Representing that goods...are of a particular
6 standard, quality or grade, or that goods are of a particular style or model, if they are of
7 another...(9) Advertising goods...with intent not to sell them as advertised...(14) Representing
8 that a transaction confers or involves rights...which it does not have or involve...(16)
9 Representing that the subject of a transaction has been supplied in accordance with a previous
10 representation when it has not...(19) inserting an unconscionable provision in the contract.” Civil
11 Code §1770 (a)(5),(7),(9),(14),(16),(19).

12 47. The misrepresentations here include, but are not limited to, statements on the
13 receipts provided by DEFENDANTS to PLAINTIFFS each time they paid for their room that
14 DEFENDANTS’ WOODSPRING HOTEL is a “hotel”, not a residential hotel.

15 48. The statement that DEFENDANTS’ WOODSPRING HOTEL is a “hotel”, rather
16 than a residential hotel, is misleading and deceiving to PLAINTIFFS and members of the public
17 as it makes them believe that they are required to pay transient occupancy taxes even after they
18 have resided at DEFENDANTS’ WOODSPRING HOTEL for more than thirty (30) days.

19 49. PLAINTIFFS actually relied on DEFENDANTS’ representation that the
20 WOODSPRING HOTEL is a “hotel” as they did in fact continue to pay transient occupancy taxes
21 after residing at DEFENDANTS’ WOODSPRING HOTEL for more than thirty (30) days.

22 50. The Consumers Legal Remedies Act, California Civil Code Section 1750, et seq.
23 (“CLRA”), was designed to protect consumers from unfair and deceptive business practices. To
24 this end, the CLRA sets forth a list of unfair and deceptive acts and practices that are specifically
25 prohibited in any transaction intended to result in the sale or lease of goods or services to a
26 consumer (Civil Code §1770). DEFENDANTS’ acts and practices, as set forth above, violate the
27 following provisions of the CLRA:
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1 a. Section 1770(a)(5) in that DEFENDANTS represented that its hotels were
2 “transient hotels” and that their hotels would provide services that have characteristics,
3 uses, benefits, or quantities, such as providing fire proof safes, mail service, room and maid
4 service, room phone access, and food service, which they did not provide;

5 b. Section 1770(a)(7) in that DEFENDANTS represented that the services, as
6 described above, would be of a particular standard and quality that they did not possess;

7 c. Section 1770(a)(9) in that DEFENDANTS advertised and promoted these
8 services with the intent not to provide them as advertised;

9 d. Section 1770(a)(14) in that DEFENDANTS represented that the transaction
10 would confer rights and remedies which they did not have.

11 e. Section 1770(a)(16) in that DEFENDANTS represented that the subject of
12 a transaction had been supplied (services as described above), when it had not.

13 51. PLAINTIFFS and the CALIFORNIA CLASS were injured by DEFENDANTS’
14 representations because they paid for these goods and services, yet did not receive them.
15 PLAINTIFFS and the CALIFORNIA CLASS were also damaged because they were deprived of
16 their rights as tenants including: strict habitability standards; anti-retaliation provision; eviction
17 through “unlawful detainer” proceedings only; the covenant of quiet enjoyment; anti-harassment
18 provision; and restrictions on the access of the landlord into their dwelling.

19 52. PLAINTIFFS and the CALIFORNIA CLASS are therefore entitled to injunctive
20 relief, restraining and enjoining DEFENDANTS from making any type of representations that
21 their hotels are “transient hotels” and that their hotels provide the goods and services of a transient
22 hotel.

23 53. On May 26, 2017, PLAINTIFFS sent notice, pursuant to Civil Code Section 1782,
24 via certified mail with return receipt requested, to DEFENDANTS. Additionally, on July 18,
25 2017, the notice was personally served on DEFENDANTS. A copy of the notice is attached hereto
26 as **Exhibit 2**.

1 54. Pursuant to Civil Code Section 1780(a)(3), PLAINTIFFS and the CALIFORNIA
2 CLASS seeks restitution and disgorgement from DEFENDANTS of all funds taken as alleged
3 above, including the disproportionate and unlawful fees, unjust enrichments, and other funds from
4 PLAINTIFFS and the CALIFORNIA CLASS. PLAINTIFFS and the CALIFORNIA CLASS
5 also seeks an order enjoining DEFENDANTS from continuing to employ the unlawful methods,
6 acts and practices set forth above, pursuant to Civil Code § 1780(a)(2). Pursuant to Civil Code
7 §§ 1780 and 1781 PLAINTIFFS also hereby request certification of the PLAINTIFFS' Class and
8 an award of reasonable attorneys' fees, costs and expenses pursuant to Civil Code §1780(d) and
9 Code of Civil Procedure §1021.5.

10 **THIRD CAUSE OF ACTION**

11 **Negligence**

12 **(By PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

13 55. PLAINTIFFS re-allege and incorporate by reference each and every allegation
14 contained in the paragraphs above.

15 56. DEFENDANTS by their actions were negligent. DEFENDANTS had a duty to
16 PLAINTIFFS and the CALIFORNIA CLASS not to unlawfully evict PLAINTIFFS and the
17 CALIFORNIA CLASS and to protect PLAINTIFFS' and the CALIFORNIA CLASS' quiet
18 enjoyment of the premises, not to retaliate or harass PLAINTIFFS or the CALIFORNIA CLASS,
19 and not to enter wrongfully interfere with PLAINTIFFS' and the CALIFORNIA CLASS
20 members possessory interest in their dwelling units without proper notice and/or due process.

21 57. By its acts, failures to act, false statements and omissions, including but not limited
22 to DEFENDANTS conduct of wrongful entry and eviction which caused annoyance and
23 discomfort as a result of the injury to PLAINTIFFS peaceful enjoyment of the property/ tenancy
24 occupied. PLAINTIFFS and those similarly situated further seek restitution of rent payments and
25 transient occupancy taxes wrongfully taken and paid. PLAINTIFFS also seek damages for
26 inconvenience, annoyance, discomfort, interference with quiet enjoyment set forth above,
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1 DEFENDANTS breached their duties to PLAINTIFFS and the members of the CALIFORNIA
2 CLASS.

3 58. DEFENDANTS' actions and omissions set forth herein were a breach of its duties
4 to PLAINTIFFS, and to members of the CALIFORNIA CLASS, and as a direct and legal result
5 of DEFENDANTS' actions, PLAINTIFFS and members of the CALIFORNIA CLASS, have
6 suffered financial loss to be proven at trial.

7 59. PLAINTIFFS and the CALIFORNIA CLASS seek restitution of wrongfully
8 collected transient occupancy tax payments.

9 60. PLAINTIFFS' are informed and believe that DEFENDANTS' actions were willful,
10 malicious and in conscious regard of PLAINTIFFS' rights, and the rights of the members of the
11 CALIFORNIA CLASS, thus justifying an award of punitive and exemplary damages.

12 **FOURTH CAUSE OF ACTION**

13 **Strict Statutory Liability for Violation of Civil Code § 1940.1**

14 **(By PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

15 61. PLAINTIFFS re-allege and incorporate by reference each and every allegation
16 contained in the paragraphs above.

17 62. Civil Code section 1940.1 makes it unlawful for any person to "require an occupant
18 of a residential hotel, as defined in Section 50519 of the Health and Safety Code, to move, or to
19 check out and reregister, before the expiration of 30 days occupancy if a purpose is to have that
20 occupant maintain transient occupancy status pursuant to paragraph (1) of subdivision (b) of
21 Section 1940."

22 63. As previously alleged, DEFENDANTS conduct violates section 1940.1 because
23 DEFENDANTS required PLAINTIFFS and the CALIFORNIA CLASS to move, or to check out
24 and reregister, before the expiration of 30 days occupancy, for the purpose of having
25 PLAINTIFFS and the CALIFORNIA CLASS maintain transient occupancy status.

26 64. Pursuant to Civil Code section 1940.1, PLAINTIFFS and the CALIFORNIA
27 CLASS seek statutory damages of \$500.00 per violation.

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1 **FIFTH CAUSE OF ACTION**

2 **Strict Statutory Liability for Violation of Civil Code § 1940.2**

3 **(By PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

4 65. PLAINTIFFS re-allege and incorporate by reference each and every allegation
5 contained in the paragraphs above.

6 66. Civil Code section 1940.2 makes it unlawful to use, or to threaten to use, force,
7 willful threats, or menacing conduct constituting a course of conduct that interferes with the
8 tenant's quiet enjoyment of the premises.

9 67. DEFENDANTS conduct at all material times including but not limited to wrongful
10 entry and eviction caused annoyance and discomfort as a result of the injury to PLAINTIFFS
11 peaceful enjoyment of the property/ tenancy occupied. DEFENDANTS conduct included use of
12 threats, or to threaten to use, force, willful threats, or menacing conduct constituting a course of
13 conduct that interfered with the PLAINTIFFS' and other members of the CALIFORNIA CLASS'
14 quiet enjoyment of the premises at the WOODSPRING HOTEL, including but not limited to,
15 eviction without unlawful detainer, forcible eviction, threats of police action, and committing
16 other acts of wrongful eviction from, wrongful entry into, or wrongful invasion of the right of
17 private occupancy of occupancy of rooms occupied by PLAINTIFFS' and members of the
18 CALIFORNIA CLASS at the WOODSPRING HOTEL.

19 68. Pursuant to Civil Code § 1940.2(b), PLAINTIFFS and the CALIFORNIA CLASS
20 seek civil penalties up to \$2,000 per violation. In addition, PLAINTIFFS and those similarly
21 situated further seek restitution of rent payments and transient occupancy taxes wrongfully taken
22 and paid. PLAINTIFFS also seek damages for inconvenience, annoyance, discomfort,
23 interference with quiet enjoyment.

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1 **PRAYER FOR RELIEF**

2 As relief for the wrongdoing alleged in this Complaint, PLAINTIFFS, on behalf of himself
3 and/or herself and all others similarly situated, asks for judgment and relief as follows:

- 4 1. Under Business and Professions Code § 17203 and the equitable powers of this Court,
5 DEFENDANTS, their successors, their assigns, and all persons or entities who act in
6 concert with them or on behalf of them or their successors or assigns, be permanently
7 enjoined from engaging in any of the unlawful, unfair and/or fraudulent business acts
8 and practices described in this Complaint;
- 9 2. Under Business and Professions Code § 17203 and the equitable powers of this Court,
10 DEFENDANTS, their successors, their assigns, and all persons or entities who act in
11 concert with them or on behalf of them or their successors or assigns, be ordered and
12 directed to take such actions as may be necessary to prevent the unlawful, unfair and/or
13 fraudulent business acts and practices described in this Complaint from recurring;
- 14 3. Under Business and Professions Code § 17203 and the equitable powers of this Court,
15 DEFENDANTS, their successors, their assigns, and all persons or entities who act in
16 concert with them or on behalf of them or their successors or assigns, be ordered to
17 make restitution to occupants of the WOODSPRING HOTEL who were victims of the
18 unlawful, unfair and/or fraudulent business acts and practices described in this
19 Complaint, including but not limited to wrongfully collected transient occupancy tax
20 payments;
- 21 4. Under Business and Professions Code § 17203 and the equitable powers of this Court,
22 DEFENDANTS, their successors, their assigns and all persons or entities who act in
23 concert with them or on behalf of them or their successors or assigns, be ordered to
24 disgorge any ill-gotten gains from the unlawful, unfair and/or fraudulent business acts
25 and practices described in this Complaint;
- 26 5. For statutory damages of \$500.00 per violation pursuant to Civil Code section 1940.1;
27 6. For civil penalties of up to \$2,000.00 per violation of Civil Code section 1940.2;
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- 7. For a Civil Penalty that is compensatory in nature in the amount of \$25,000 per violation pursuant to Civil Code Sections 52.1(b) and 52(b).
 - 8. For restitution of wrongfully collected transient occupancy taxes;
 - 9. For damages and penalties under the Consumer Legal Remedies Act;
 - 10. Declarations that: (i) DEFENDANTS' representations and claims that the WOODSPRING HOTEL is a "transient hotel" was and is wrongful; (ii) the WOODSPRING HOTEL is a "residential hotel;" and (iii) PLAINTIFFS and the class are entitled to the rights, duties and obligations owed to those residing in a "residential hotel;"
 - 11. For reasonable attorneys' fees pursuant to Civil Code sections 52(b), 1940, et seq., Civil Code section 1780(d) and/or Code of Civil Procedure section 1021.5;
 - 12. For an award of penalties and costs of suit, as allowed by law;
 - 13. Punitive damages as appropriate and allowed by law; and
- For such other and further relief as the court may deem proper.

Dated: November 19, 2019

Respectfully Submitted,
JCL LAW FIRM, A.P.C.


By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFFS

DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a trial by jury for each and every claim for which they have a right to jury trial.

Dated: November 19, 2019

Respectfully Submitted,
JCL LAW FIRM, A.P.C.

By: 
Jean-Claude Lapuyade
Attorneys for PLAINTIFFS

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

William D. Schmicker
 1148 Alpine Road
 Walnut Creek, CA 94596



9590 9402 4876 9032 4238 40

2. Article Number (Transfer from service label)

7019 0700 0001 5676 9646

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

RECEIVED
 NOV 20 2015
 By: [Signature]
 Hampton 11-19-19

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Thomas A. Dailey
 1148 Alpine Road
 Walnut Creek, CA 94596



9590 9402 4876 9032 4238 57

2. Article Number (Transfer from service label)

7019 0700 0001 5676 9653

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

RECEIVED
 NOV 20 2015
 By: [Signature]
 Hampton 11-19-19

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Paula Shaf
 1148 Alpine Road
 Walnut Creek, CA 94596



9590 9402 4876 9032 4238 64

2. Article Number (Transfer from service label)

7019 0700 0001 5676 9660

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

RECEIVED
 NOV 20 2015
 By: [Signature]
 Hampton 11-19-19

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Robert J. Dailey
 1148 Alpine Road
 Walnut Creek, CA 94596



9590 9402 4876 9032 4238 71

2. Article Number (Transfer from service label)
 7019 0700 0001 5676 9677

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

RECEIVED
 NOV 20 2019
 BY [Signature]
 Hampton 11-19-19

3. Service Type Priority Mail Express®
 Adult Signature Registered Mail™
 Adult Signature Restricted Delivery Registered Mail Restricted Delivery
 Certified Mail® Return Receipt for Merchandise
 Certified Mail Restricted Delivery Signature Confirmation™
 Collect on Delivery Signature Confirmation Restricted Delivery
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Dwight Davis
 1148 Alpine Road
 Walnut Creek, CA 94596



9590 9402 4876 9032 4238 33

2. Article Number (Transfer from service label)
 7019 0700 0001 5676 9639

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

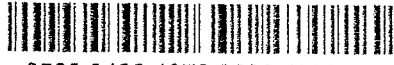
RECEIVED
 NOV 20 2019
 BY [Signature]
 Hampton 11-19-19

3. Service Type Priority Mail Express®
 Adult Signature Registered Mail™
 Adult Signature Restricted Delivery Registered Mail Restricted Delivery
 Certified Mail® Return Receipt for Merchandise
 Certified Mail Restricted Delivery Signature Confirmation™
 Collect on Delivery Signature Confirmation Restricted Delivery
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Dasch, Inc.
 c/o Robert J. Dailey
 1148 Alpine Road
 Walnut Creek, CA 94596



9590 9402 4876 9032 4238 26

2. Article Number (Transfer from service label)
 7019 0700 0001 5676 9622

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

RECEIVED
 NOV 20 2019
 BY [Signature]
 Hampton 11-19-19

3. Service Type Priority Mail Express®
 Adult Signature Registered Mail™
 Adult Signature Restricted Delivery Registered Mail Restricted Delivery
 Certified Mail® Return Receipt for Merchandise
 Certified Mail Restricted Delivery Signature Confirmation™
 Collect on Delivery Signature Confirmation Restricted Delivery
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Domestic Return Receipt

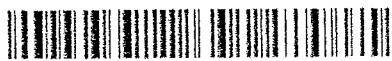
Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Pegasus VP Investors I
 C/O Robert J. Dailey
 1148 Alpine Road
 Walnut Creek, CA 94596



9590 9402 4876 9032 4238 88

2. Article Number (Transfer from service label)

7019 0700 0001 5676 9684

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, provide delivery address below No

RECEIVED
 NOV 25 2014
 [Signature]
 Hampton 117919

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

PEGASUS VP INVESTORS I, a California limited partnership d.b.a. WOODSPRINGS HOTEL; DASCH, INC., a California corporation d.b.a. WOODSPRINGS HOTEL; and DOES 1 through 50, inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

DAMIEN HAMPTON, KERRI CRUZE & CHARLEAN ANHONY, individually and on behalf of all those similarly situated.

FILED FOR COURT USE ONLY / PARA USO DE LA CORTE

**Superior Court Of California,
Sacramento**

07/06/2020

mwhitaker

By _____, Deputy

**Case Number:
34-2020-00281394**

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Sacramento Superior Court, Gordon D. Schaber Courthouse
720 9th Street
Sacramento, CA 95814

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Jean-Claude Lapuyade, Esq. SBN:248676 Tel: (619) 599-8292 Fax: (619) 599-8291
JCL Law Firm, APC - 3990 Old Town Avenue, Suite C204, San Diego, CA 92110

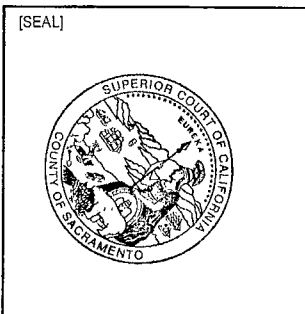
M. WHITAKER

DATE: **JUL - 6 2020** Clerk, by _____, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):



VIA FAX