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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SAN MATEO

14 FAMILIAS INQUILINAS

15 Plaintiff,

16 vs.

17 LANDLORD, individually and as Trustee to the
18 LANDLORD REVOCABLE TRUST, dba
19 BIGTIME LANDLORD; and DOES ONE through
TEN inclusive,

20 Defendants.

Case No.:

**VERIFIED COMPLAINT FOR
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION: (1)
DECLARATORY AND INJUNCTIVE
RELIEF FOR VIOLATION OF CIVIL
CODE § 1946.2, AS ADDED BY AB 1482; (2)
DECLARATORY AND INJUNCTIVE
RELIEF FOR VIOLATION OF DALY CITY
URGENCY ORDINANCE NO. 1431; (3)
VIOLATIONS OF BUS. & PROF. CODE §
17200, *et seq.* WITH RESPECT TO CIVIL
CODE § 1946.2 (4) VIOLATIONS OF BUS.
& PROF. CODE § 17200, *et seq.* WITH
RESPECT TO DALY CITY URGENCY
ORDINANCE NO. 1431**

JURY TRIAL DEMANDED

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26 FAMILIAS INQUILINAS, translated as TENANT FAMILIES (“Familias Inquilinas” or “Plaintiff”)
27 complains and alleges as follows:
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1 **INTRODUCTION**

2 1. At least 25 families who rent apartments from Defendants in Daly City are being forced
3 from their homes in response to the California Legislature’s decision to protect them and millions of
4 others around the state from arbitrary eviction and severe rent hikes. Even after Daly City
5 unanimously enacted an urgency ordinance on October 28, 2019 to halt evictions without just cause,
6 Defendants are continuing to force these families out of their homes. As a result, the families have no
7 choice but to seek this Court’s protection from arbitrary evictions so that they have greater certainty
8 about their living situations and can enjoy the protections of the new state and local laws.

9 2. The passage of AB 1482, the Tenant Protection Act of 2019¹ on September 11, 2019
10 marked an historic occasion and a decisive response to the housing crisis gripping the Bay Area and
11 other parts of California. The Tenant Protection Act requires landlords such as Defendants to have a
12 “just cause” to evict tenants. On the day of its passage, California Governor Gavin Newsom
13 announced that these “anti-gouging and eviction protections will help families afford to keep a roof
14 over their heads, and they will provide California with important new tools to combat our state’s
15 broader housing and affordability crisis.” (*Governor Newsom Statement on Passage of Strongest*
16 *Package of Renter Protections in the Country*, Press Release by Governor Gavin Newsom (Sept. 11,
17 2019).) Governor Newsom signed the bill into law on October 8, 2019.

18 3. The families that make up Plaintiff tenant association Familias Inquilinas are exactly the
19 type of tenants whom the California Legislature meant to protect when it passed AB 1482. Familias
20 Inquilinas’ members have rented apartments owned by Defendants in Daly City for years, some for
21 decades. They have built their lives around their rented homes and have deep ties in their Daly City
22 community. They are current with their rent payments and wish to remain in their homes and in their
23 community, close to their jobs, schools, places of worship, friends and family.

24 4. Defendants own and operate over 16 apartment buildings in California with multiple
25 buildings in Daly City.

26 5. AB 1482 protects Familias Inquilinas members and other tenants who rent from
27 Defendants from large rent increases and no-cause evictions. The Tenant Protection Act applies to

28 _____
¹ Exhibit 1, AB-1482, Tenant Protection Act of 2019 (2019-2020 Reg. Sess.)(Sept. 11, 2019).

1 them because they reside in multi-unit apartment buildings that were constructed more than 15 years
2 ago, and they have been tenants in their units for more than twelve months. Tenant Protection Act of
3 2019 (2018-2019), Sec. 2, Civ. Code §1946.2. Yet Defendants acted swiftly in an effort to avoid the
4 effect of the new law. Within days of AB 1482’s passage by the California Legislature, Defendants
5 threatened to evict members of Familias Inquilinas and other tenants for no stated reason and without
6 just cause. Defendants demanded that members of Familias Inquilinas and other tenants vacate their
7 rental units within 30 or 60 days, seeking to evict all members of Familias Inquilinas by November 19,
8 2019.

9 6. Familias Inquilinas and other tenants brought their concerns about landlords’ efforts to
10 avoid the new protections to their local elected officials. In response, the City Council of Daly City
11 unanimously passed an urgency ordinance (Ordinance No. 1431) prohibiting termination of tenancy
12 without just cause on October 28, 2019. The urgency ordinance adopts the language of AB 1482,
13 requiring landlords to have a just cause in order to terminate a tenancy. The ordinance went into effect
14 immediately, invalidating all pending efforts to force tenants to move out using “no cause” notices.

15 7. Through counsel, Familias Inquilinas reached out to Defendants in writing to demand
16 that Defendants withdraw their decision to evict members of Familias Inquilinas without just cause.
17 Familias Inquilinas informed Defendants that both AB 1482 and the Daly City urgency ordinance were
18 effective immediately upon passage and prohibit Defendants from trying to force tenants out of their
19 homes without just cause. Defendants did not respond to Familias Inquilinas, and did not change their
20 decision to evict the members of Familias Inquilinas.

21 8. On information and belief, some families who live in Defendants’ properties have
22 already moved out or are in the process of moving because of Defendants’ eviction threats. The
23 members of Familias Inquilinas remain in their homes but fear they could lose their homes if
24 Defendants’ threats of eviction are allowed to stand.

25 9. Familias Inquilinas brings this action to enforce the protections of AB 1482 and Daly
26 City Urgency Ordinance No. 1431, and seeks injunctive and declaratory relief prohibiting Defendants
27 from unlawfully terminating the tenancies of Plaintiff’s members and other tenants who meet the
28 qualifications of these laws.

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JURISDICTION AND VENUE

10. Jurisdiction is proper in this Court, with respect to each cause of action, under the California Constitution, Article VI, § 10 and Code of Civil Procedure §§ 71 and 382, because the complained of acts took place in whole or in part in the State of California; the contractual relationships alleged by Plaintiff were entered into in California for the purpose of leasing property in San Mateo County, and the Defendants conduct business within the State of California

11. This Court also has jurisdiction over the Plaintiff’s claims for injunctive and declaratory relief arising from Defendants’ unlawful and unfair business practices under California’s Unfair Competition Law (“UCL”), Business and Professions Code §§ 17202 and 17203.

12. Venue is proper in this Court pursuant to Code of Civil Procedure § 395(a) because Defendants do business in the County of San Mateo and the rental contracts at issue were entered into in San Mateo County.

THE PARTIES

13. Plaintiff FAMILIAS INQUILINAS EN DALY CITY is an unincorporated tenants’ association based in the County of San Mateo.

14. Members of Familias Inquilinas live at 5 Main Street, 10 Center Street, 4 City Center, and 26 County Road, all of which are multi-family apartment buildings in Daly City, California (the “Subject Premises”).

15. Familias Inquilinas is informed and believes, and thereupon alleges, that 5 Main Street, 10 Center Street, 4 City Center, and 26 County Road, in Daly City, California, have been under the ownership of the Landlord family, its members, and their various trusts and related corporate entities at all times relevant to this action., Familias Inquilinas is informed and believes, and thereupon alleges that Defendants Mr. Landlord, Ms. Landlord, and the Landlord Revocable Trust do business as “Landlord Apartments.”

16. Familias Inquilinas is informed and believes, and thereupon alleges, that Defendants Ms. LANDLORD and Mr. LANDLORD are trustees of the LANDLORD REVOCABLE TRUST,

1 which holds title to 5 Main Street, 10 Center Street, 4 City Center, and 26 County Road, all located in
2 in Daly City, California.

3 17. Familias Inquilinas does not know the true names and/or capacities of Defendants sued
4 herein as DOES ONE through TEN inclusive, and therefore sues these Defendants by such fictitious
5 names pursuant to California Code of Civil Procedure § 474. Plaintiff will seek leave to amend this
6 complaint to include the true names and capacities of these so named DOE Defendants when their true
7 names and capacities are ascertained.

8 18. Familias Inquilinas is informed and believes that Defendants, and each of them, at all
9 times relevant herein, in committing the acts alleged herein, were acting within the scope of their
10 relationships as the principal, agent, employer, employee, co-conspirator, joint venture, and/or trustee
11 of the other and each Defendant has ratified and approved the acts of each of the remaining
12 Defendants.

13 **FACTUAL ALLEGATIONS**

14 19. Familias Inquilinas members leased their apartments directly from Defendants, either
15 by month-to-month periodic agreements, or with fixed term lease periods which have now rolled over
16 into month-to-month agreements.

17 20. By way of illustration only, Jane Tenant is a member of Familias Inquilinas who has
18 lived at 5 Main Street, in Daly City, California, for five years. She made her initial tenancy agreement
19 with Defendant Ms. Landlord in 2014. Ms. Tenant lives with her husband and three children, ages
20 one, two and six. On information and belief, the building where she lives was constructed in 1958 and
21 is therefore more than 15 years old. It is a multi-family apartment building owned by Defendants and
22 contains approximately 30 rental units.

23 21. Ms. Tenant wishes to remain in her home and enjoy the protections of AB 1482 and
24 Daly City Ordinance No. 1431. Her husband works in Daly City as a mechanic. The family medical
25 providers are in San Francisco. They have many friends and family who live in the area.

26 22. Ms. Tenant pays her rent on time and is current with her rent. She has received no
27 complaints from Defendants in the past five years. But on September 19, 2019, just days after passage
28 of AB 1482 by the California Legislature, Ms. Tenant discovered that Defendants were attempting to

1 evict her and her family. Defendants demanded that she move out of her home of five years by
2 November 19, 2019. Defendants gave no reason for why they had decided to evict her.

3 23. By way of illustration only, Mr. Renter is a member of Familias Inquilinas who has
4 lived at 10 Center Street #3, in Daly City, California, for 17 years. He signed his initial lease
5 agreement with Defendant Ms. Landlord in 2002. Mr. Reneter is disabled due to a work-related injury
6 and receives his medical treatment at Kaiser Permanente Hospital in Daly City. Mr. Renter's wife
7 works as an office cleaner in San Francisco, and is able to commute easily to her job from Daly City.
8 Their four children attend high school in Daly City. On information and belief, the building he lives in
9 at 10 Center Street was constructed in 1981 and is therefore more than 15 years old. It is a multi-
10 family apartment building owned and operated by Defendants and contains approximately 19 rental
11 units.

12 24. Mr. Renter and his family wish to remain in their home in Daly City and enjoy the
13 protections of AB 1482 and Daly City Ordinance No. 1431. If forced to leave their home, they would
14 have difficulty paying moving costs and likely be unable to find another comparable unit in Daly City
15 that they could afford.

16 25. Mr. Renter pays his rent on time and is current with his rent. He has received no
17 complaints from Defendants in the past 17 years. But on September 19, 2019, just days after passage
18 of AB 1482 by the California Legislature, Mr. Renter discovered that Defendants were attempting to
19 evict him and his family. Defendants demanded that he move out of his home of 17 years by
20 November 19, 2019. Defendants gave no reason for why they had decided to evict him.

21 26. All members of Familias Inquilinas are similarly situated to Ms. Tenant and Mr. Renter.
22 Defendants have demanded that all members of Familias Inquilinas vacate their homes on or before
23 November 19, 2019, but have given no reason for their decision to terminate these tenancies.

24 27. Defendants decided to evict members of Familias Inquilinas just a few days after the
25 California Legislature approved AB 1482, the Tenant Protection Act of 2019. The Senate approved
26 the bill on September 10, 2019, and the Assembly approved it on September 11, 2019. The law's
27 author, Assemblymember David Chiu, explained that "[t]enants have been hit especially hard by
28 California's housing crisis. Skyrocketing rents and an increase in evictions have led to mass

1 displacement and a severe homelessness crisis.” (*California Renter Protection Bill Passes Senate*,
2 Press Release by Assemblymember David Chiu (Sept. 10, 2019).) As a result, the law “give[s] tenants
3 ‘just cause’ protections, prohibiting a landlord from evicting a tenant without showing a reason for the
4 eviction in an effort to prevent discriminatory, arbitrary, and retaliatory evictions. Protections would
5 only be in effect after a tenant has lived in a unit for more than 12 months and would be limited to
6 those rental units also subject to” the law’s cap on annual rent increases. *Id.*

7 28. It was not at all clear whether either the Assembly or the Senate would approve AB
8 1482 until the votes were held in September 2019. (*See* Liam Dillon, *Newsom and Top California*
9 *Lawmakers Strike a Deal to Cap Rent Increases*, Los Angeles Times (August 30, 2019) available at
10 [https://www.latimes.com/california/story/2019-08-30/california-rent-increases-cap-newsom-housing-](https://www.latimes.com/california/story/2019-08-30/california-rent-increases-cap-newsom-housing-crisis)
11 [crisis](https://www.latimes.com/california/story/2019-08-30/california-rent-increases-cap-newsom-housing-crisis) (“Despite the backing of the governor and legislative leadership, AB 1482 still faces an uncertain
12 path to clear both houses of the Legislature, which must occur by Sept. 13.”).) Once both houses
13 approved the bill, Governor Gavin Newsom announced his support immediately and it was clear on
14 September 11, 2019, that the bill would be signed into law by the Governor. (*Governor Newsom*
15 *Statement on Passage of Strongest Package of Renter Protections in the Country*, Press Release by
16 Governor Gavin Newsom (Sept. 11, 2019).)

17 29. The just cause for eviction provisions of AB 1482 are codified at Civil Code Section
18 1946.2. They state that tenants who have resided in a multi-family apartment building for more than
19 12 months cannot be evicted without just cause, which must be stated in the notice of termination. If
20 new members are added to the household, all members must have resided in the home for 24 months
21 for the just cause protections to apply. Only tenants living in apartment buildings that were issued a
22 certificate of occupancy more than 15 years ago are subject to this provision. The revisions
23 implemented by AB 1482 make changes to the procedural statutes governing evictions and notices; as
24 such, they became effective immediately. *Brenton v. Metabolife Internat., Inc.* (2004) 116 Cal. App.
25 4th 679, 689 (procedural changes go into effect immediately); *Boston LLC v. Juarez* (2016) 245 Cal.
26 App. 4th 75, 80–81 (“The purpose of the unlawful detainer statutes is procedural....”).

27 30. The rent cap provisions of AB 1482 are codified at Civil Code Section 1947.12. They
28 state that for multi-family apartment buildings and various other rental units, landlords cannot increase

1 the rent in any twelve-month period by more than five percent plus the cost of living adjustment, with
2 a maximum of ten percent. The law applies to any rent increases issued after March 15, 2019. Civil
3 Code Sec. 1947.12(h). This cap on rent increases no longer applies once a rental unit becomes vacant:
4 “For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the
5 residential real property, the owner may establish the initial rental rate” without any restrictions on the
6 rent. Civil Code Sec. 1947.12(b). After a new tenancy commences, subsequent rent increases are
7 subject to AB 1482’s rent cap. Civil Code Sec. 1947.12(b). Thus, if a landlord is not satisfied with the
8 rent currently being paid for a given rental unit, the landlord could charge whatever rent he or she
9 wanted to a new tenant in January 2020 if the tenant was forced to vacate the unit now.

10 31. Members of Familias Inquilinas who are seeking the protections of these laws have
11 lived in their homes for more than 12 months and their apartment buildings were all constructed more
12 than 15 years ago. None of their units are single family homes. Accordingly, the California
13 Legislature and the City Council of Daly City intended to protect members of Familias Inquilinas, as
14 well as other families renting from Defendants who have resided there for more than 12 months, from
15 no-cause evictions. Under the local and state law, these tenants are entitled to enjoy the protections of
16 AB 1482 from the date it was enacted by the Legislature.

17 32. Within days after the California Legislature approved AB 1482, Defendants began to
18 induce members of Familias Inquilinas and other renters to leave their homes involuntarily.
19 Immediately after September 11, 2019, Defendants decided to evict many of their tenants without
20 cause and without complying with the just cause for eviction requirements of AB 1482 and Daly City
21 Ordinance No. 1431.

22 33. On information and belief, Defendants demanded that at least 25 different households
23 move out between mid-October and mid-November 2019. Defendants’ decision to remove members
24 of Familias Inquilinas and other tenants, and their communications about this decision, constituted a
25 threat to cause their tenants to quit their homes involuntarily in violation of AB 1482. In addition,
26 Defendants’ refusal to change their decision to evict their tenants without cause after Daly City enacted
27 the urgency ordinance on October 28, 2019, constituted a threat to cause their tenants to quit their
28 homes involuntarily in violation of Daly City Ordinance No. 1431, which prohibits Defendants from

1 terminating any tenancies without just cause. Defendants' decision to remove members of Familias
2 Inquilinas and other tenants, and their communications about these decisions, constitute unfair and
3 unlawful business practices in violation of Business & Professions Code Section 17200 *et seq.*, AB
4 1482, and Daly City Ordinance No. 1431.

5 34. As a direct and proximate result of the above conduct, members of Familias Inquilinas
6 have suffered and will continue to suffer extreme stress and anxiety over the possibility of losing their
7 homes of many years. Their anxiety is magnified by the fact that should Defendants successfully force
8 the members of Familias Inquilinas from their homes, in light of the current housing crisis they are
9 unlikely to find replacement housing within reasonable commuting distance from their jobs and
10 schools. Thus, they may be forced to leave their jobs and their children may be forced to leave their
11 schools, as well as leaving their homes.

12 35. Members of Familias Inquilinas have developed a close relationship with many of their
13 neighbors and feel they are part of a true community in their apartment buildings and in Daly City,
14 which they fear losing if forced to leave. Members of Familias Inquilinas have been severely
15 emotionally distressed by the possibility of suddenly losing their homes, jobs, and support networks, as
16 well as the potentially serious negative impacts that being evicted would have on their children.

17 **FIRST CAUSE OF ACTION**
18 **FOR DECLARATORY AND INJUNCTIVE RELIEF FOR VIOLATION OF**
19 **CIVIL CODE § 1946.2 AS ADDED BY AB 1482**

20 (Against All Defendants)

21 36. Plaintiff realleges and incorporates all prior allegations above as though fully set forth
22 herein.

23 37. A controversy presently exists between Plaintiff and the Defendants in this action
24 within the meaning of Code of Civil Procedure § 1060. A judicial declaration is necessary and
25 appropriate at this time in that the Defendants dispute Plaintiff's contentions that:

26 a. Defendants are violating the just cause provisions of Civil Code Section 1946.2, as
27 added by AB 1482, by causing members of Familias Inquilinas and other tenants to move out of their
28 homes involuntarily and without just cause; and

1 b. Defendants have engaged and are engaging in an unlawful and unfair business practice
2 by causing members of Familias Inquilinas and other tenants to move out of their homes involuntarily
3 and without just cause in violation of AB 1482.

4 38. Plaintiff and its members are entitled to a declaration of their rights and Defendants’
5 obligations under applicable laws alleged herein. Civil Code Section 1946.2, the new statutory section
6 added by AB 1482 states: “Notwithstanding any other law, after a tenant has continuously and lawfully
7 occupied a residential real property for 12 months, the owner of the residential real property shall not
8 terminate the tenancy without just cause, which shall be stated in the written notice to terminate
9 tenancy.” Civil Code Sec. 1946.2(a). The revisions implemented by AB 1482 make changes to the
10 procedural law governing evictions and notices; as such, they became effective immediately. *Brenton*
11 *v. Metabolife Internat., Inc.* (2004) 116 Cal. App. 4th 679, 689 (procedural changes go into effect
12 immediately); *Boston LLC v. Juarez* (2016) 245 Cal. App. 4th 75, 80–81 (“The purpose of the
13 unlawful detainer statutes is procedural....”).

14 39. Unless and until enjoined by order of this Court, the Defendants, their agents, servants,
15 employees, persons acting in concert with them, and their successors in interest will continue to cause
16 irreparable harm to Plaintiff and its members. The damage caused is not easily quantifiable or
17 compensable, and money damages cannot adequately compensate Plaintiff and its members for the
18 irreparable harm that Defendants have caused, continue to cause, and threaten to cause. Without
19 declaratory and injunctive relief that prohibits Defendants from taking further steps to force members
20 of Familias Inquilinas out of their homes, Defendants will continue to violate state laws and the
21 policies adopted by the California legislature prohibiting evictions without just cause.

22 40. Plaintiff’s members have suffered and will continue to suffer economic, emotional and
23 physical distress due to the threatened loss of their rental homes. Familias Inquilinas’ members are
24 forced to live in a state of fear that Defendants may escalate their efforts and take further steps to force
25 them to move out of their homes at any moment, especially in light of Defendants’ threats to force
26 them out of their homes if they do not vacate by mid-November 2019. Familias Inquilinas’ members
27 have suffered and will continue to suffer from the risk of homelessness if Defendants are permitted to
28

1 unlawfully remove them from their homes. These injuries are not ones that equity should permit to be
2 inflicted by the Defendants or require to be borne by Familias Inquilinas members.

3 41. Plaintiff therefore is entitled to declaratory and injunctive relief requiring Defendants to
4 comply with their legal obligations as alleged herein.

5
6 **SECOND CAUSE OF ACTION**
7 **FOR DECLARATORY AND INJUNCTIVE RELIEF FOR VIOLATION OF THE**
8 **DALY CITY URGENCY ORDINANCE ENACTED OCTOBER 28, 2019**

9 (Against All Defendants)

10 42. Plaintiff realleges and incorporates all prior allegations above as though fully set forth
11 herein.

12 43. A controversy presently exists between Plaintiff and the Defendants in this action
13 within the meaning of Code of Civil Procedure § 1060. A judicial declaration is necessary and
14 appropriate at this time in that the Defendants dispute Plaintiff's contentions that:

15 a. Defendants are violating the just cause provisions of Daly City Ordinance No. 1431,
16 enacted on October 28, 2019, by causing members of Familias Inquilinas and other tenants to move
17 involuntarily and without just cause; and

18 b. Defendants have engaged and are engaging in an unlawful and unfair business practice
19 by causing members of Familias Inquilinas and other tenants to move out of their homes involuntarily
20 and without just cause in violation of Daly City Ordinance No. 1431.

21 44. Plaintiff and its members are entitled to a declaration of their rights and Defendants'
22 obligations under applicable laws alleged herein. The Daly City urgency ordinance, enacted
23 unanimously on October 28, 2019, provides that "Notwithstanding any other law, after a tenant has
24 continuously and lawfully occupied a residential real property for 12 months, the owner of the
25 residential real property shall not terminate the tenancy without just cause, which shall be stated in the
26 written notice to terminate tenancy." Daly City Ordinance No. 1431, Section 5. The ordinance further
27 provides that "this ordinance is urgently needed for the immediate preservation of the public peace,
28 health, and safety. This Urgency Ordinance shall take effect immediately upon adoption" Daly
City Ordinance No. 1431, Section 4. The ordinance applies to any eviction notices pending on

1 October 28, 2019, because those tenancies had not yet been terminated. California law is clear that
2 issuing an eviction notice does not terminate a tenancy. Rather, a tenancy is terminated only when the
3 period of time provided in the eviction notice expires. *Nicolaysen v. Pacific Home* (1944) 65 Cal.
4 App. 2d 769, 773 (“The tenancy is not terminated upon the giving of the notice but upon the expiration
5 of the period therein specified.”). An eviction notice is simply “notice to the other of that party’s
6 *intention* to terminate” Cal. Civ. Code § 1946 (emphasis added). A tenancy could not be
7 terminated before the notice expires because “the rent shall be due and payable to and including the
8 date of termination.” *Id.*

9 45. Unless and until enjoined by order of this Court, the Defendants, their agents, servants,
10 employees, persons acting in concert with them, and their successors in interest will continue to cause
11 irreparable harm to Plaintiff and its members. The damage caused is not easily quantifiable or
12 compensable, and money damages cannot adequately compensate Plaintiff and its members for the
13 irreparable harm that Defendants have caused, continue to cause, and threaten to cause. Without
14 declaratory and injunctive relief that prohibits Defendants from taking further steps to force members
15 of Familias Inquilinas out of their homes, Defendants will continue to violate Daly City Ordinance No.
16 1431, which prohibits evictions without just cause.

17 46. Plaintiff’s members have suffered and will continue to suffer economic, emotional and
18 physical distress due to the threatened loss of their rental homes. Familias Inquilinas’ members are
19 forced to live in a state of fear that Defendants may escalate their efforts and take further steps to force
20 them to move out of their homes at any moment, especially in light of Defendants’ threats to force
21 them out of their homes if they do not vacate by mid-November 2019. Familias Inquilinas’ members
22 have suffered and will continue to suffer from the risk of homelessness if Defendants are permitted to
23 unlawfully remove them from their homes. These injuries are not ones that equity should permit to be
24 inflicted by the Defendants or require to be borne by Familias Inquilinas members.

25 47. Plaintiff therefore is entitled to declaratory and injunctive relief requiring Defendants to
26 comply with their legal obligations as alleged herein.

1 **THIRD CAUSE OF ACTION**
2 **FOR VIOLATIONS OF UNFAIR COMPETITION LAW (Bus. & Prof. Code § 17200, et seq.)**
3 **WITH RESPECT TO CIVIL CODE § 1946.2, AS ADDED BY AB 1482**

4 (Against All Defendants)

5 48. Plaintiff realleges and incorporate all prior allegations above as though fully set forth
6 herein.

7 49. Business and Professions Code §§ 17200, et seq., prohibits businesses from engaging in
8 unlawful, unfair, or fraudulent business practices. All Defendants are covered under this Act as “any
9 person” which includes natural persons, corporations, firms, partnerships, joint stock companies,
10 associations, and “other organizations of persons” (Bus. & Prof. Code § 17201).

11 50. At all times relevant herein, Defendants and each of them were conducting business
12 under the laws of the State of California and the City of Daly City. In conducting said business,
13 Defendants were obligated to comply with applicable California laws.

14 51. California Civil Code Section 1946.2, as added by AB 1482, sets forth just cause
15 requirements to terminate any tenancy at the Subject Premises where a tenant has resided continuously
16 for at least 12 months, which Defendants, through their acts and omissions as described herein, have
17 violated.

18 52. By failing to comply with State law relating to lessors of residential premises, as well as
19 the clearly established policies of the California Legislature expressed in AB 1482, as alleged herein,
20 Defendants have acted in contradiction to the law and are engaged in unfair and unlawful business
21 practices.

22 53. Plaintiff is informed and believes, and thereupon alleges, that Defendants have been
23 unjustly enriched by their violations of their legal obligations as landlords and lessors of residential
24 property and related provisions of the Business and Professions Code, which thereby justifies the
25 award of restitution in an amount to be proven at trial, including but not limited to attorney fees and
26 injunctive relief, enjoining Defendants from future unlawful or unfair business practices.

27 **FOURTH CAUSE OF ACTION**
28 **FOR VIOLATIONS OF UNFAIR COMPETITION LAW (Bus. & Prof. Code § 17200, et seq.)**
WITH RESPECT TO DALY CITY URGENCY ORDINANCE NO. 1431

(Against All Defendants)

1 amended by AB 1482, and Daly City Ordinance No. 1431, enacted October 28, 2019, with respect to
2 the Subject Premises;

3 B. That the Court find and declare that Defendants' threats and attempts to cause
4 Plaintiff's members and other tenants to vacate the Subject Premises involuntarily and without just
5 cause violate Civil Code § 1946.2, as amended by AB 1482, and Daly City Ordinance No. 1431,
6 enacted October 28, 2019;

7 C. That the Court award any and all appropriate injunctive relief to prevent further
8 repetition of the alleged unlawful and/or unfair practices alleged herein and to enjoin Defendants from
9 taking any further steps to evict Plaintiff's members and other tenants who meet the qualifications of
10 Civil Code Section 1946.2 and Section 5 of Daly City Ordinance No. 1431;

11 D. That Plaintiff be awarded restitution damages in an amount according to proof;

12 G. That Plaintiff be awarded reasonable attorneys' fees pursuant to Code of Civil
13 Procedure § 1021.5, the terms of the lease agreement between Plaintiff and Defendants, and any other
14 applicable law;

15 H. That Plaintiff be awarded costs of suit; and,

16 I. That the Court award such other and further relief as this Court deems just and proper.

17
18 Dated: November 8, 2019

Respectfully submitted,

19 LEGAL AID SOCIETY
20 OF SAN MATEO COUNTY

COMMUNITY LEGAL SERVICES
IN EAST PALO ALTO

21 _____
22 Shirley E. Gibson

Jason H. Tarricone

23 WESTERN CENTER ON LAW AND POVERTY

24 _____
25 Madeline S. Howard

26 Attorneys for Plaintiff

27 **VERIFICATION**

28 I, _____, declare as follows:

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1. I am an authorized agent for the Plaintiff in the present action.

2. I have read the forgoing VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF, DECLARATORY REFLIEF, AND DAMAGES and know the contents thereof.

3. The allegations therein are true of my own knowledge except to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

4. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed at _____, California.

Dated:

XXXXXX
Agent for Plaintiff