

1 HENRY FREDERICK RAMEY, JR.,
2 24784 5th St.
3 San Bernardino, CA., 92410
4 TEL.: (909) 678-9348
5 hanksanberdoo@aol.com

RECEIVED

APR 15 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

6 In Propria Persona

7
8 **SUPERIOR COURT OF CALIFORNIA,**
9 **COUNTY OF SAN BERNARDINO.**

10 HENRY FREDERICK RAMEY, JR.,

Case No.: CIVSB 2027004

11 Plaintiff,

12 v.

13 HECTOR PENA GOMEZ, IRINA
14 HERNANDEZ, aka IRINA AVILES, TYRONE
15 WOODMAN, JEFFERY BUKOWICE, M. C.
16 EARLE, FAST EVICTION SERVICE, MOISES
17 A. AVILES, DOES 1-10, inclusive,

18 Defendants.

VERIFIED FIRST AMENDED COMPLAINT
FOR FORCIBLE ENTRY AND DEAINER,
VIOLATIONS OF CIVIL CODE §§789.3(B)(2)
AND (3), 1940.2(A)(1), (3) AND (4),
1941.3(A)(2), AND 1942.5(D), MALICIOUS
PROSECUTION, ABUSE OF PROCESS,
NEGLIGENCE, NUISANCE, BREACH OF
CONTRACT, FRAUD, CONVERSION,
VIOLATIONS OF PENAL CODE §496(C),
QUANTUM MERUIT, TRESPASS UPON
CHATTELS, VIOLATIONS OF THE
AMERICANS WITH DISABILITIES ACT,
VIOLATIONS OF CIVIL CODE §51.7, 52.1,
AND 54.1, VIOLATIONS OF LABOR CODE
§§204(D), 221, 226.7, 246, 246.5, AND 510,
VIOLATIONS OF THE PRIVATE ATTORNEY
GENERAL ACT, INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS, CIVIL
CONSPIRACY, AND UNFAIR BUSINESS
PRACTICES.

22 Plaintiff alleges

- 23 1. Defendant Hector Pena Gomez was, and at all times herein mentioned is the current
24 owner of 24784 5th St., San Bernardino, California. with his principal place of residence
25 located in the County of San Bernardino, State of California.
26
27

28 Complaint for Theft-Ramey v. Pena Gomez - 1

HENRY FREDERICK RAMEY, JR.,
24784 5th St.
San Bernardino, CA., 92410
TEL.: (909) 678-9348
hanksanberdoo@aol.com

2. Defendant Irina Hernandez, aka Irina Aviles, was, and at all times herein mentioned is the previous owner of 24784 5th St., San Bernardino, California, with her principal place of residence located in the County of Riverside, State of California.
3. Defendant Tyrone Woodman, was, and at all times herein mentioned is a convicted felon, with his principal place of residence located in the County of San Bernardino, State of California.
4. Defendant Jeffery Bukowice, was, and at all times herein mentioned is a convicted felon, with his principal place of residence located in the County of San Bernardino, State of California.
5. Defendant M. C. Earle, was, and at all times herein mentioned is a Member of the State Bar of California, with his principal place of residence located in the State of Distrito Federal, United Mexican States.
6. Defendant Fast Eviction Services, was, and at all times herein mentioned is a business, form unknown, with his principal place of business located in the County of San Bernardino, State of California.
7. Defendant Moises A. Aviles, was, and at all times herein mentioned is a suspended Member of the State Bar of California, with his principal place of residence located in the County of Riverside, State of California.
8. Plaintiff Henry Frederick Ramey, Jr., was, and at all times herein mentioned is an individual, diagnosed as a Type 2 Diabetic, with his principal place of residence located in the County of San Bernardino, State of California.
9. The wrongs alleged herein are in the County of San Bernardino, State of California. Venue of this action is properly brought before this Court.
10. Plaintiff is ignorant of the true names and capacities of Defendants sued in this Complaint as Does 1-10, inclusive, and therefore sues these Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and alleges on this

1 information and belief that each of the fictitiously named Defendants is negligently
2 responsible in some manner for the occurrences alleged in this Complaint, and that
3 Plaintiff's injuries as alleged in this Complaint were proximately caused by that
4 negligence.

5 11. At all times mentioned in this Complaint each of said Defendants was the agent and
6 employee of each of the remaining said Defendants, and in doing the things alleged
7 in this Complaint, was acting within the course and scope of this agency and
8 employment.

9 12. Plaintiff has been a tenant at 24784 5th St., San Bernardino, California, since 2014.

10 13. The previous property owner, Defendant Irina Hernandez, aka Irina Aviles, is the half-
11 sister of Defendant Moises A. Aviles, now-former employer, a now-suspended
12 attorney, and about to be **DISBARRED**, effective April 21, 2021. Since 2018, Plaintiff
13 had problems not paying the rent on time, because Defendant Aviles has not paid
14 Plaintiff every week. Defendant Aviles owes Plaintiff over \$20,000 in back wages, and
15 owes the secretary, Denise Mata over \$8,000 in back wages. He is an irresponsible
16 attorney and employer; he should had been the poster-child for the No on Proposition
17 22 campaign. Defendant Aviles would claim that he was not subject to the Labor Code
18 in that Plaintiff was supposedly an "independent contractor", even though under
19 Assembly Bill 5, before and after passage, that not appropriately paying Plaintiff as an
20 "independent contractor" did not meet the test as such. The reasons why Defendant
21 Aviles would be disbarred is because he failed to back his immigration client for fees
22 in a Visa Petition he did not do. He failed to pay Sanctions on a medical malpractice
23 case in Riverside Superior Court. He also did not pass the Professional Responsibility
24 Examination. He also violated California Rule of Court 9.20(a)(1) and (2) as to about
25 200 clients in that he did not notify any of them by Certified Mail that he was suspended,
26 and he did not return any of his client files.

1 14. Defendant Hernandez' motivation to sell the property was because she had problems
2 getting the rent thanks to Defendant Aviles. However, when selling the property, DOE
3 1, her realtor had this unlicensed legal spokeswoman, not licensed to be an attorney,
4 deliberately misstating the law to others, including Defendant Pena Gomez. This
5 spokeswoman had no right to encourage the sale of the house, especially when
6 Governor Newsom declared the State of Emergency on March 4, 2020. The sale of
7 the house was final on about May 6, 2020.

8 15. Defendant Pena Gomez does not speak or understand English. He also obviously
9 does not understand the eviction laws of the State of California. On about April 6,
10 2020, the Judicial Council adopted Emergency Rule 1, and since the State of
11 Emergency, the Fontana Courthouse was closed until recently. Defendant Pena
12 Gomez should had obtained competent legal advice in the first place before
13 purchasing the property, but since then he had to resort to self-help.

14 16. On about May 13, 2020, Defendant Pena Gomez served Plaintiff both a 3-day Notice
15 to Pay Rent or Quit, and a 30/60-day Notice to Quit. Neither Notice complies with AB
16 3088. The 30/60-day Notice to Quit also does not comply with the previous provisions
17 of Civil Code §§1945.2 and 1946.2. The 3-day Notice to Pay Rent or Quit is also
18 incorrect in that Plaintiff already paid \$450 on April 2, 2020, to Defendant Hernandez,
19 at her house in Riverside, California.

20 17. On August 17, 2020, Plaintiff overheard his former co-tenant, Defendant Tyrone
21 Woodman, say he was moving out. After Plaintiff came back with my new cell phone,
22 three guys, friends of Woodman, who I never met, including Defendant Bukowice,
23 were already in my house emptying my refrigerator. Plaintiff's scanner and the printer
24 belonging to Toddella Brown was stolen by these three tweakers.

25 18. On August 18, 2020, Plaintiff changed the locks on the Front Door and his bedroom
26 door thinking Plaintiff was safe from further robberies, all at the cost of \$420.

1 19. On August 19, 2020, when Plaintiff made copies of a demand letter addressed to
2 Defendant Pena Gomez, Plaintiff came back and found the front door and screen were
3 wide open. Plaintiff went to his bedroom and both his Sony HDTV and his Acer
4 computer with a sticker of Congresswoman Alexandria Ocasio-Cortez and three other
5 women were stolen. Plaintiff's next-door neighbors to the East saw the tweakers
6 packing his stuff and George Lam's stuff in their Honda Civic. In fact, Lam took a pic
7 of the person believed to be Defendant Jeffery Bucowice, a convicted felon on parole
8 who one of Lam's flashlights on his person.

9 20. Later that night, Plaintiff talked to Lam. He told me he took Defendant Bucowice's
10 picture, which is attached as Exhibit "A", and incorporated herein by reference. and
11 saw and took a picture of the getaway car. He also talked to Defendant Pena Gomez,
12 and Defendant Pena Gomez said that Defendant Woodman told him he had good
13 news and that Lam and Plaintiff would move out in three days. Both Defendants
14 Hernandez and Pena Gomez knew about Defendant Woodman and should have
15 investigated him for his background information, since he is a convicted felon, and
16 served prison time. Since Defendant Pena Gomez is the owner and did not stop the
17 robberies, he is using Mexican self-help, **AND OWES PLAINTIFF MONEY!** This has
18 to stop!

19 21. The following weekend after the robbery, Plaintiff had a heated argument with
20 Defendant Pena Gomez. He did not understand Plaintiff's concerns, since he did not
21 understand English and the laws, which he should have learned yesterday. Plaintiff
22 told him that the tweakers went through Defendant Woodman's windows and stole
23 Plaintiff's TV, computer, and cable TV equipment.

24 22. On September 4, 2020, the Centers for Disease Control issued its Eviction
25 Moratorium, barring all Unlawful Detainer Actions, initially until January 1, 2021. Said
26 Moratorium in late December 2020 was extended by Section 502 of the previous
27 COVID Relief Act to January 31, 2021. On January 20, 2021, said Moratorium was

1 further extended by the CDC to March 31, 2021. It is now extended on March 29,
2 2021, and is effective until June 30, 2021)[https://www.cdc.gov/coronavirus/2019-](https://www.cdc.gov/coronavirus/2019-ncov/more/pdf/CDC-Eviction-Moratorium-03292021.pdf)
3 [ncov/more/pdf/CDC-Eviction-Moratorium-03292021.pdf](https://www.cdc.gov/coronavirus/2019-ncov/more/pdf/CDC-Eviction-Moratorium-03292021.pdf)). When President Trump and
4 later President Biden requested that CDC Eviction Moratorium be put into place, they
5 were not joking that renters should be afforded relief during the Coronavirus
6 Pandemic. The Moratorium bars all evictions until March 31, 2021, and greedy
7 Defendant Pena Gomez and the Superior Court should not be acting to have me
8 evicted until the Moratorium is over with.

9 23. Plaintiff also sent him a letter, along with my State and CDC Declarations and \$112.50,
10 in early October 2020, at his fake address at 3220 Triumph Ln., #1 (**not #4**), Ontario,
11 California, which is attached as Exhibit "B", and incorporated herein by reference.
12 Because the Three-Day Notice to Pay Rent or Quit had the wrong address for
13 Defendant Pena Gomez, said Notice is void. Plaintiff doesn't owe him a dime for rent
14 that was settled with Defendant Hernandez on April 2, 2020.

15 24. As for the payment of rent on April 2, 2020, to Defendant Hernandez, it was pursuant
16 to Defendant Hernandez' Three Notice to Pay Rent or Quit, in which Plaintiff's friend
17 Toddella D. Brown saw Plaintiff give Defendant Hernandez the \$450 money order to
18 Defendant Hernandez' house in Riverside. A copy of the Declaration of Toddella D.
19 Brown is attached as Exhibit "C", and incorporated herein by reference.

20 25. As for the fake address, after Alejandro Nunez Mirola and Plaintiff filed Nunez Mirola's
21 Appeal papers in Rancho California, they went to Defendant Pena Gomez' fake
22 address at the same Apartment 1 in Ontario to drop off the Declarations. A roman not
23 related to Defendant Pena Gomez answered the door and denied that he lived there.
24 Such a Three Notice to Pay Rent or Quit is void for having a fake address. A copy of
25 the Declaration of Alejandro Nunez Mirola is attached as Exhibit "D", and incorporated
26 herein by reference.

26. I also saw the bathroom ceiling collapse in October 2020, due to a leaky water pipe. A copy of the picture of the hole in that ceiling is attached as Exhibit "E", and incorporated herein by reference. I paid George Lam \$200 for the repair of the leaky pipe, which I am deducting \$100 towards any "rent" I owe to Defendant Pena Gomez.

I. FIRST CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR FORCIBLE ENTRY AND DETAINER.

27. Between August 17, and 19, 2020, during Plaintiff's temporary absence from the premises, Defendants Woodman, Bucowice, and DOES 1-10, and each of them, with Defendant Pena Gomez' knowledge, unlawfully entered the premises without Plaintiff's permission or consent and took possession of them. Defendants Woodman, Bucowice, and DOES 1-10, did steal the following items of Plaintiff's:

- A. A 40" Sony HD Television.
- B. An Acer Laptop Computer.
- C. An Epsom Scanner.
- D. Two Boxes of cable TV equipment from Charter Communications.

28. Said Defendants' entry on and detention of the premises has been willful, intentional, deliberate and obstinate in that they thought they can do whatever they wanted to do with Plaintiff's home and property.

29. The reasonable value of the use and occupancy of the premises is the sum of \$15 per day, and damages to Plaintiff caused by the acts of said Defendants as alleged above have accrued at that rate since in or about said Defendants per day that they were there at each location.

30. The aforementioned acts of the said Defendants were willful and oppressive, fraudulent, and malicious in that specifically, said Defendants' reckless behavior were done with evil motive or intent, or with reckless or callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as punitive, exemplary, and

1 constitutional damages in an amount according to proof, as well as statutory damages
2 of \$600 against the said Defendants.

3 **II. SECOND CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA**
4 **GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF**
5 **CIVIL CODE §789.3(B)(2).**

6 31. Plaintiff incorporates by this reference Paragraphs 1 through 30 of the Complaint as
7 though they were set forth in full herein.

8 32. On August 19, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of
9 Defendants Pena Gomez and Woodman, did remove the windows of Defendant
10 Woodman's former bedroom, and did enter and break into Plaintiff's bedroom and
11 steal his T. V., computer, and cable T. V. equipment.

12 33. Plaintiff incurred the following damages:

- 13 a. An amount of \$276.67 in buying a 40" Hisense Roku T. V. from Walmart on August
14 19, 2020, to replace the stolen 40" Sony HD T. V.
- 15 b. An amount of \$573.95 in buying an HP Laptop Computer from Office Depot on
16 August 19, 2020, to replace the stolen Acer Laptop Computer.
- 17 c. An amount of \$420 in changing the locks from JB Locksmith on August 18, 2020.

18 34. At no time did Defendant Pena Gomez replace the windows on Defendant
19 Woodman's former bedroom.

20 35. In addition to the actual damages, the aforementioned acts of the said Defendants
21 were willful and oppressive, fraudulent, and malicious in that specifically, said
22 Defendants' reckless behavior were done with evil motive or intent, or with reckless or
23 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
24 punitive, exemplary, and constitutional damages, and attorney's fees in an amount
25 according to proof.

26 36. Because of the damaged windows, Plaintiff has suffered a civil penalty of \$100 per
27 day, since August 19, 2020, for the illegal entry through the windows.

1 **III. THIRD CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA**
2 **GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF**
3 **CIVIL CODE §789.3(B)(3)-SCANNER.**

4 37. Plaintiff incorporates by this reference Paragraphs 1 through 36 of the Complaint as
5 though they were set forth in full herein.

6 38. On August 17, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of
7 Defendants Pena Gomez and Woodman, did remove the Epson scanner of Plaintiff's.

8 39. Plaintiff incurred the following damages of about \$50 to replace the stolen scanner.

9 40. At no time did said Defendants return Plaintiff's scanner.

10 41. In addition to the actual damages, the aforementioned acts of the said Defendants
11 were willful and oppressive, fraudulent, and malicious in that specifically, said
12 Defendants' reckless behavior were done with evil motive or intent, or with reckless or
13 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
14 punitive, exemplary, and constitutional damages, and attorney's fees in an amount
15 according to proof.

16 42. Because of the stolen scanner, Plaintiff has suffered a civil penalty of \$100 per day,
17 since August 17, 2020, for the stolen scanner.

18 **IV. FOURTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS**
19 **PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS**
20 **OF CIVIL CODE §789.3(B)(3)-T. V.**

21 43. Plaintiff incorporates by this reference Paragraphs 1 through 42 of the Complaint as
22 though they were set forth in full herein.

23 44. On August 19, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of
24 Defendants Pena Gomez and Woodman, did remove the 40" Sony HD T. V. from
25 Plaintiff's bedroom.

1 45. Plaintiff incurred the following damages in an amount of \$276.67 in buying a 40"
2 Hisense Roku T. V. from Walmart on August 19, 2020, to replace the stolen 40" Sony
3 HD T. V.

4 46. At no time did said Defendants return Plaintiff's T. V.

5 47. In addition to the actual damages, the aforementioned acts of the said Defendants
6 were willful and oppressive, fraudulent, and malicious in that specifically, said
7 Defendants' reckless behavior were done with evil motive or intent, or with reckless or
8 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
9 punitive, exemplary, and constitutional damages, and attorney's fees in an amount
10 according to proof.

11 48. Because of the damaged windows, Plaintiff has suffered a civil penalty of \$100 per
12 day, since August 19, 2020, for the stolen T. V.

13 **V. FIFTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA**
14 **GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF**
15 **CIVIL CODE §789.3(B)(3)-COMPUTER.**

16 49. Plaintiff incorporates by this reference Paragraphs 1 through 48 of the Complaint as
17 though they were set forth in full herein.

18 50. On August 19, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of
19 Defendants Pena Gomez and Woodman, did remove the Acer Computer from
20 Plaintiff's bedroom.

21 51. Plaintiff incurred the following damages in an amount of \$573.95 in buying an HP
22 Laptop Computer from Office Depot on August 19, 2020, to replace the stolen Acer
23 Computer.

24 52. At no time did said Defendants return Plaintiff's computer.

25 53. In addition to the actual damages, the aforementioned acts of the said Defendants
26 were willful and oppressive, fraudulent, and malicious in that specifically, said
27 Defendants' reckless behavior were done with evil motive or intent, or with reckless or

1 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
2 punitive, exemplary, and constitutional damages, and attorney's fees in an amount
3 according to proof.

4 54. Because of the damaged windows, Plaintiff has suffered a civil penalty of \$100 per
5 day, since August 19, 2020, for the stolen computer.

6 **VI. SIXTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA**
7 **GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF**
8 **CIVIL CODE §1940.2(A)(1)-SCANNER.**

9 55. Plaintiff incorporates by this reference Paragraphs 1 through 48 of the Complaint as
10 though they were set forth in full herein.

11 56. On August 17, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of
12 Defendants Pena Gomez and Woodman, did remove the Epson scanner of Plaintiff's
13 in order to force Plaintiff from the premises.

14 57. Plaintiff incurred the following damages of about \$50 to replace the stolen scanner.

15 58. At no time did said Defendants return Plaintiff's scanner.

16 59. In addition to the actual damages, the aforementioned acts of the said Defendants
17 were willful and oppressive, fraudulent, and malicious in that specifically, said
18 Defendants' reckless behavior were done with evil motive or intent, or with reckless or
19 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
20 punitive, exemplary, and constitutional damages, and attorney's fees in an amount
21 according to proof.

22 60. Because of the stolen scanner, Plaintiff has suffered a civil penalty not to exceed
23 \$2,000, since August 17, 2020, for the stolen scanner.

24 ///

25 ///

**VII. SEVENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS
PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS
OF CIVIL CODE §1940.2(A)(1)-T. V.**

61. Plaintiff incorporates by this reference Paragraphs 1 through 60 of the Complaint as though they were set forth in full herein.

62. On August 19, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of Defendants Pena Gomez and Woodman, did remove the 40" Sony HD T. V. from Plaintiff's bedroom in order to force Plaintiff from the premises.

63. Plaintiff incurred the following damages in an amount of \$276.67 in buying a 40" Hisense Roku T. V. from Walmart on August 19, 2020, to replace the stolen 40" Sony HD T. V.

64. At no time did said Defendants return Plaintiff's T. V.

65. In addition to the actual damages, the aforementioned acts of the said Defendants were willful and oppressive, fraudulent, and malicious in that specifically, said Defendants' reckless behavior were done with evil motive or intent, or with reckless or callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as punitive, exemplary, and constitutional damages, and attorney's fees in an amount according to proof.

66. Because of the damaged windows, Plaintiff has suffered a civil penalty not to exceed \$2,000, since August 19, 2020, for the stolen T. V.

**VIII. EIGHTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS
PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS
OF CIVIL CODE §1940.2(A)(1)-COMPUTER.**

67. Plaintiff incorporates by this reference Paragraphs 1 through 66 of the Complaint as though they were set forth in full herein.

1 68. On August 19, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of
2 Defendants Pena Gomez and Woodman, did remove the Acer Computer from
3 Plaintiff's bedroom in order to force Plaintiff from the premises.

4 69. Plaintiff incurred the following damages in an amount of \$573.95 in buying an HP
5 Laptop Computer from Office Depot on August 19, 2020, to replace the stolen Acer
6 Computer.

7 70. At no time did said Defendants return Plaintiff's computer.

8 71. In addition to the actual damages, the aforementioned acts of the said Defendants
9 were willful and oppressive, fraudulent, and malicious in that specifically, said
10 Defendants' reckless behavior were done with evil motive or intent, or with reckless or
11 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
12 punitive, exemplary, and constitutional damages, and attorney's fees in an amount
13 according to proof.

14 72. Because of the damaged windows, Plaintiff has suffered a civil penalty not to exceed
15 \$2,000, since August 19, 2020, for the stolen computer.

16 **IX. NINTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA**
17 **GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF**
18 **CIVIL CODE §1940.2(A)(3).**

19 73. Plaintiff incorporates by this reference Paragraphs 1 through 72 of the Complaint as
20 though they were set forth in full herein.

21 74. Between August 17, and 19, 2020, during Plaintiff's temporary absence from the
22 premises, Defendants Woodman, Bucowice, and DOES 1-10, and each of them, with
23 Defendant Pena Gomez' knowledge, unlawfully entered the premises without
24 Plaintiff's permission or consent and took possession of them. Defendants Woodman,
25 Bucowice, and DOES 1-10, did steal the following items of Plaintiff's:

26 A. A 40" Sony HD Television.

27 B. An Acer Laptop Computer.

1 C. An Epsom Scanner.

2 D. Two Boxes of cable TV equipment from Charter Communications

3 75. Plaintiff held and/or hold a leasehold interest and were and/or are tenants of the
4 Properties while Defendant Pena Gomez owned and managed them.

5 76. Implied in each rental agreement in California, whether oral or written, is a covenant
6 that the landlord will not interfere with the tenant's quiet enjoyment of the premises
7 during the term of his or her tenancy. This covenant of quiet enjoyment is codified in
8 Civil Code §1927.

9 77. Defendants have a duty to abide by the statutory and implied covenants of quiet
10 enjoyment. Defendants breached these duties by their conduct described above. \

11 78. Civil Code §1940.2(a)(3) prohibits landlords from using or threatening to use force,
12 making willful threats, or behaving menacingly in a way that interferes with a tenant's
13 quiet enjoyment of the premises and that would create an apprehension of harm in a
14 reasonable person. Defendants' retaliatory conduct, that Plaintiffs were forced to
15 abide by under threat of eviction, are in contravention of Civil Code §1940.2(a)(3).

16 79. In addition, Defendants otherwise violated Civil Code §1940.2(a)(3) because they
17 knew, or reasonably should have known, that Plaintiff would suffer and did suffer
18 damage as a result of their acts and omissions.

19 80. As a direct and proximate result of Defendants' breach of the covenant of quiet
20 enjoyment, the value of the leasehold held by each Plaintiff has been materially
21 diminished. Consequently, each Plaintiff has sustained general, special, and property
22 damage in amounts to be determined at trial. Defendants are also liable to Plaintiff in
23 an amount of a civil penalty not to exceed \$2,000 for violating Civil Code
24 §1940.2(a)(3).

25 ///

26 ///

X. TENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF CIVIL CODE §1940.2(A)(4).

81. Plaintiff incorporates by this reference Paragraphs 1 through 80 of the Complaint as though they were set forth in full herein.

82. Between August 17, and 19, 2020, with no notice of entry in compliance with Civil Code §1954, and during Plaintiff's temporary absence from the premises, Defendants Woodman, Bucowice, and DOES 1-10, and each of them, with Defendant Pena Gomez' knowledge, unlawfully entered the premises without Plaintiff's permission or consent and took possession of them. Defendants Woodman, Bucowice, and DOES 1-10, did steal the following items of Plaintiff's:

A. A 40" Sony HD Television.

B. An Acer Laptop Computer.

C. An Epsom Scanner.

D. Two Boxes of cable TV equipment from Charter Communications

83. Plaintiff held and/or hold a leasehold interest and were and/or are tenants of the Properties while Defendant Pena Gomez owned and managed them.

84. Defendants have a duty to abide by the statutory requirements of a notice of entry. Defendants breached these duties by their conduct described above.

85. Civil Code §1940.2(a)() prohibits landlords from using or threatening to use force, making willful threats, or behaving menacingly in a way that interferes with a tenant's quiet enjoyment of the premises without a notice of entry and that would create an apprehension of harm in a reasonable person. Defendants' retaliatory conduct, that Plaintiffs were forced to abide by under threat of eviction, are in contravention of Civil Code §1940.2(a)(4).

1 86. In addition, Defendants otherwise violated Civil Code §1940.2(a)(4) because they
2 knew, or reasonably should have known, that Plaintiff would suffer and did suffer
3 damage as a result of their acts and omissions.

4 87. As a direct and proximate result of Defendants' breach of the covenant of quiet
5 enjoyment, the value of the leasehold held by each Plaintiff has been materially
6 diminished. Consequently, each Plaintiff has sustained general, special, and property
7 damage in amounts to be determined at trial. Defendants are also liable to Plaintiff in
8 an amount of a civil penalty not to exceed \$2,000 for violating Civil Code
9 §1940.2(a)(4).

10 **XI. ELEVENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS**
11 **PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS**
12 **OF CIVIL CODE §1941.3(A)(2).**

13 88. Plaintiff incorporates by this reference Paragraphs 1 through 87 of the Complaint as
14 though they were set forth in full herein.

15 89. On August 19, 2020, Defendants Bucowice, and DOES 1-10, with the knowledge of
16 Defendants Pena Gomez and Woodman, did remove the windows of Defendant
17 Woodman's former bedroom, which was never secured, and did enter and break into
18 Plaintiff's bedroom and steal his T. V., computer, and cable T. V. equipment.

19 90. Defendant Pena Gomez was informed by Plaintiff on the following weekend that his
20 items were stolen because of the unsecured windows

21 91. Plaintiff incurred the following damages:

- 22 a. An amount of \$276.67 in buying a 40" Hisense Roku T. V. from Walmart on August
23 19, 2020, to replace the stolen 40" Sony HD T. V.
 - 24 b. An amount of \$573.95 in buying an HP Laptop Computer from Office Depot on
25 August 19, 2020, to replace the stolen Acer Laptop Computer.
 - 26 c. An amount of \$420 in changing the locks from JB Locksmith on August 18, 2020.
- 27

92. At no time did Defendant Pena Gomez replace and secure the windows on Defendant Woodman's former bedroom.

93. In addition to the actual damages, the aforementioned acts of the said Defendants were willful and oppressive, fraudulent, and malicious in that specifically, said Defendants' reckless behavior were done with evil motive or intent, or with reckless or callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as punitive, exemplary, and constitutional damages of no less than \$100 and no more than \$2,000, and attorney's fees in an amount according to proof.

94. Because of the damaged windows, Plaintiff has suffered special damages of \$100 and no more than \$5,000, since August 19, 2020, for the illegal entry through the windows.

XII. TWELFTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA GOMEZ, EARLE, FAST EVICTION SERVICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF CIVIL CODE §1942.5(D).

95. Plaintiff incorporates by this reference Paragraphs 1 through 94 of the Complaint as though they were set forth in full herein.

96. On or about August 27, 2020, Plaintiff received an ex-parte notice from Defendant Fast Eviction Service stating that they would file an Application to file an Unlawful Detainer Action against Plaintiff. The Hearing was set on August 31, 2020.

97. On August 31, 2020, Governor Newsom signed AB 3088, which adopted amendments to Civil Code §1942.5.

98. Since Defendant Pena Gomez wanted the rent from May 2020, Defendant Pena Gomez' lawsuit that was set for August 31, 2020, demanding such payment, and that Plaintiff was forced to show up on August 31, 2020, in Fontana Superior Court, Defendants Pena Gomez, Earle, and Fast Eviction Service violated Civil Code §1942.5(d).

///

1 99. Because there was no Summons to issue on the Unlawful Detainer Action, Plaintiff
2 suffered damages according to proof.

3 100. In addition to the actual damages, the aforementioned acts of the said Defendants
4 were willful and oppressive, fraudulent, and malicious in that specifically, said
5 Defendants' reckless behavior were done with evil motive or intent, or with reckless or
6 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
7 punitive, exemplary, and constitutional damages of no less than \$100 and no more
8 than \$2,000, and attorney's fees in an amount according to proof.

9 **XIII. THIRTEENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS**
10 **PENA GOMEZ, EARLE, FAST EVICTION SERVICE, AND DOES 1-10, INCLUSIVE, FOR**
11 **MALICIOUS PROSECUTION.**

12 101. Plaintiff incorporates by this reference Paragraphs 1 through 101 of the Complaint
13 as though they were set forth in full herein.

14 102. Defendants had no probable cause to file the Unlawful Detainer Action or to make
15 the allegations in that they did not honestly, reasonably, and in good faith believe the
16 allegations to be true.

17 103. Defendants acted with malice in that they brought the action with the improper
18 motive of retaliating against Plaintiff and thereby damaging Plaintiff's reputation.

19 104. Defendants acted with actual malice in that, knowing Plaintiff could not be held
20 liable for the May 2020 rent in violation of Civil Code §1942.5(d). Defendants
21 publicized the false allegations knowing the allegations were of such serious nature
22 that they would inevitably damage Plaintiff, and Defendants acted solely on that
23 improper purpose with conscious disregard for the rights of Plaintiff. Defendants'
24 intent was to make Plaintiff an object of ridicule and hatred, to portray him as
25 unethical, to bring him public and personal humiliation, to inflict financial damage on
26 him, and to damage his reputation by ascribing conduct and character that would
27 adversely reflect on him.

1 105. Defendants' rejection of their Unlawful Detainer Action amounted to favorable
2 termination for Plaintiff in that, by pursuing the action only until they were told that a
3 Summons would not issue, Defendants demonstrated that they had no evidence
4 supporting their allegations and that the action had no merit.

5 106. As a proximate result of Defendants' actions described hereinabove, Plaintiff
6 suffered damages to himself and his reputation.

7 107. In addition to the actual damages, the aforementioned acts of the said Defendants
8 were willful and oppressive, fraudulent, and malicious in that specifically, said
9 Defendants' reckless behavior were done with evil motive or intent, or with reckless or
10 callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as
11 punitive, exemplary, and constitutional damages, and attorney's fees in an amount
12 according to proof.

13 **XIV. FOURTEENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
14 **DEFENDANTS PENA GOMEZ, EARLE, FAST EVICTION SERVICE, AND DOES 1-10,**
15 **INCLUSIVE, FOR ABUSE OF PROCESS.**

16 108. Plaintiff incorporates by this reference Paragraphs 1 through 107 of the Complaint
17 as though they were set forth in full herein.

18 109. Defendants misused the legal process by filing the Unlawful Detainer Action upon
19 Plaintiff with no intention of pursuing the action to its end but solely for the purpose
20 of publicizing the action and damaging Plaintiff's reputation, only that the result was
21 that was that no Summons was issued on that case.

22 110. Defendants acted with malice and conscious disregard for the rights of Plaintiff in
23 that their ulterior purpose in misusing the legal process was to damage Plaintiff's
24 reputation.

25 111. As a proximate result of Defendants' misuse of the legal process, Plaintiff suffered
26 damage generally.

112. In addition to the actual damages, the aforementioned acts of the said Defendants were willful and oppressive, fraudulent, and malicious in that specifically, said Defendants' reckless behavior were done with evil motive or intent, or with reckless or callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well as punitive, exemplary, and constitutional damages, and attorney's fees in an amount according to proof.

**XV. FIFTEENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS
PENA GOMEZ, HERNANDEZ, WOODMAN, AND DOES 1-10, INCLUSIVE, FOR
NEGLIGENCE.**

113. Plaintiff incorporates by this reference Paragraphs 1 through 112 of the Complaint as though they were set forth in full herein.

114. In early 2019, after allowing Irwin Escarsega move in to the trailer behind Plaintiff's bedroom, Defendant Hernandez allowed Defendant Woodman to move in the bedroom next to Plaintiff's bedroom, despite the fact that Defendant Woodman was a convicted felon who served time in a State Prison.

115. Defendant Pena Gomez knew or should have known about Defendant Woodman's felony status.

116. Because Defendants Hernandez and Pena Gomez knew about Defendant Woodman's felony status, Defendant Woodman was hanging around Defendant Bucowice and other DOE tweakers and conspired to steal Plaintiff's scanner, T. V., and computer.

117. As a proximate result of Defendants' negligence, Plaintiff suffered damage generally.

118. In addition to the actual damages, the aforementioned acts of the said Defendants were willful and oppressive, fraudulent, and malicious in that specifically, said Defendants' reckless behavior were done with evil motive or intent, or with reckless or callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well

1 as punitive, exemplary, and constitutional damages, and attorney's fees in an amount
2 according to proof.

3 **XVI. SIXTEENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS**
4 **HERNANDEZ, AND DOES 1-10, INCLUSIVE, FOR NUISANCE.**

5 119. Plaintiff incorporates by this reference Paragraphs 1 through 118 of the Complaint
6 as though they were set forth in full herein.

7 120. In late January 2020, Plaintiff entered into a rental agreement to rent the property
8 at 24784 5th Street, San Bernardino, California, 92410, even though he had an
9 unwritten agreement with Defendant Hernandez since 2014.

10 121. Plaintiff, within the last **four years**, have lived at his rented residence, which his
11 washer and dryer were damaged by various chicken poop by Defendant Hernandez'
12 fat chickens.

13 122. For the last four years, Plaintiffs have alerted Defendant as to the above defects,
14 and Defendant has not corrected the defects, or caused the defects to be corrected
15 until Defendant Hernandez sold the house to Defendant Pena Gomez.

16 123. The defective conditions of the premises as alleged in this Complaint constituted
17 a nuisance within the meaning of Civil Code Section 3479 and Code of Civil Procedure
18 Section 731 in that they deprived Plaintiff of the safe, healthy, and comfortable use of
19 the premises.

20 124. As a proximate result of Defendant's maintenance of the nuisance through their
21 neglect or allowing the neglect to occur, Plaintiff suffered discomfort and annoyance,
22 all to his general damage in the amount according to proof.

23 125. As a further proximate result of Defendant's maintenance of the nuisance through
24 her neglect or allowing the neglect to occur, Plaintiff suffered property damage and
25 economic loss, all to his further damage in the amount according to proof.

26 ///

1 126. In maintaining the nuisance, Defendants acted with full knowledge of the
2 consequences thereof and of the damage being caused to Plaintiff. Despite this
3 knowledge, Defendants failed to abate the nuisance by repairing the defective and
4 dangerous conditions of the premises or causing them to be repaired. Their failure to
5 act was both oppressive and malicious within the meaning of Civil Code Section 3294
6 in that she subjected Plaintiff to cruel and unjust hardship in willful and conscious
7 disregard of Plaintiff's rights and safety, thereby entitling Plaintiff to an award of
8 punitive damages.

9 **XVII. SEVENTEENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
10 **DEFENDANTS HERNANDEZ, PENA GOMEZ, AND DOES 1-10, INCLUSIVE, FOR**
11 **NUISANCE.**

12 127. Plaintiff incorporates by this reference Paragraphs 1 through 126 of the Complaint
13 as though they were set forth in full herein.

14 128. In late January 2020, Plaintiff entered into a rental agreement to rent the property
15 at 24784 5th Street, San Bernardino, California, 92410, even though he had an
16 unwritten agreement with Defendant Hernandez since 2014.

17 129. Plaintiff, within the last **four years**, have lived at his rented residence, which one
18 of the bathroom pipes started leaking water as of October 2020. Even though neither
19 Defendant Hernandez nor Pena Gomez purposely installed the leaking pipe, such
20 leakage caused the ceiling in the bathroom to collapse.

21 130. For the last four years, Plaintiff has alerted Defendant as to the above defects, and
22 Defendants have not corrected the defects, or caused the defects to be corrected.

23 131. Plaintiff paid \$200 for the partial repairs to George Lam, which \$100 is credited
24 towards the "February 2020" rent.

25 ///

26 ///

1 132. The defective conditions of the premises as alleged in this Complaint constituted
2 a nuisance within the meaning of Civil Code Section 3479 and Code of Civil Procedure
3 Section 731 in that they deprived Plaintiff of the safe, healthy, and comfortable use of
4 the premises.

5 133. As a proximate result of Defendant's maintenance of the nuisance through their
6 neglect or allowing the neglect to occur, Plaintiff suffered discomfort and annoyance,
7 all to his general damage in the amount according to proof.

8 134. As a further proximate result of Defendant's maintenance of the nuisance through
9 her neglect or allowing the neglect to occur, Plaintiff suffered property damage and
10 economic loss, all to his further damage in the amount according to proof.

11 135. In maintaining the nuisance, Defendants acted with full knowledge of the
12 consequences thereof and of the damage being caused to Plaintiff. Despite this
13 knowledge, Defendants failed to abate the nuisance by repairing the defective and
14 dangerous conditions of the premises or causing them to be repaired. Their failure to
15 act was both oppressive and malicious within the meaning of Civil Code Section 3294
16 in that she subjected Plaintiff to cruel and unjust hardship in willful and conscious
17 disregard of Plaintiff's rights and safety, thereby entitling Plaintiff to an award of
18 punitive damages.

19 **XVIII. EIGHTEENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
20 **DEFENDANTS HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10,**
21 **INCLUSIVE, FOR BREACH OF CONTRACT.**

22 136. Plaintiff incorporates by this reference Paragraphs 1 through 135 of the Complaint
23 as though they were set forth in full herein.

24 137. Between August 17, and 19, 2020, and implicit in the rental agreement, during
25 Plaintiff's temporary absence from the premises, Defendants Woodman, Bucowice,
26 and DOES 1-10, and each of them, with Defendants Hernandez' and Pena Gomez'
27 knowledge, unlawfully entered the premises without Plaintiff's permission or consent

1 and took possession of them. Defendants Woodman, Bucowice, and DOES 1-10, did
2 steal the following items of Plaintiff's:

3 A. A 40" Sony HD Television.

4 B. An Acer Laptop Computer.

5 C. An Epsom Scanner.

6 D. Two Boxes of cable TV equipment from Charter Communications.

7 138. Said Defendants' entry on and detention of the premises has been willful,
8 intentional, deliberate and obstinate in that they thought they can do whatever they
9 wanted to do with Plaintiff's home and property.

10 139. As a proximate result of Defendants' breaches, Plaintiff suffered damage
11 generally.

12 **XIX. NINETEENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS**
13 **HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE,**
14 **FOR FRAUD.**

15 140. Plaintiff incorporates by this reference Paragraphs 1 through 139 of the Complaint
16 as though they were set forth in full herein.

17 141. Between August 17, and 19, 2020, and implicit in the rental agreement, during
18 Plaintiff's temporary absence from the premises, Defendants Woodman, Bucowice,
19 and DOES 1-10, and each of them, with Defendants Hernandez' and Pena Gomez'
20 knowledge, unlawfully entered the premises without Plaintiff's permission or consent
21 and took possession of them. Defendants Woodman, Bucowice, and DOES 1-10, did
22 steal the following items of Plaintiff's:

23 A. A 40" Sony HD Television.

24 B. An Acer Laptop Computer.

25 C. An Epsom Scanner.

26 D. Two Boxes of cable TV equipment from Charter Communications.

1 142. The representations made by Defendants were in fact false. The true facts were
2 that Defendant Hernandez did not care about anybody's safety, and just let
3 Defendant Woodman do whatever he does, including associating with known
4 convicted felons and thieves.

5 143. When Defendants made these representations, they knew them to be false and
6 made these representations with the intention to deceive and defraud Plaintiff and to
7 induce Plaintiff to act in reliance on these representations in the manner hereafter
8 alleged, or with the expectation that Plaintiff would so act.

9 144. Plaintiff, at the time these representations were made by Defendants, and at the
10 time Plaintiff took the actions herein alleged, was ignorant of the falsity of Defendants'
11 representations and believed them to be true. In reliance on these representations,
12 Plaintiff were induced to and did continue onward with attempting to reside and pay
13 any rent that he could afford. Had Plaintiff known the actual facts, he would not have
14 taken such action.

15 145. Said Defendants' entry on and detention of the premises has been willful,
16 intentional, deliberate and obstinate in that they thought they can do whatever they
17 wanted to do with Plaintiff's home and property.

18 146. As a proximate result of Defendants' breaches, Plaintiff suffered damage
19 generally.

20 147. In addition to the actual damages, the aforementioned acts of the said Defendants
21 were willful and oppressive, fraudulent, and malicious in that specifically, said
22 Defendants' reckless behavior were done with evil motive or intent, or with reckless
23 or callous indifference to said Plaintiff's rights. Plaintiff therefore seeks treble, as well
24 as punitive, exemplary, and constitutional damages, and attorney's fees in an amount
25 according to proof.

26 ///

27 ///

1 **XX. TWENTIETH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS**
2 **HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE,**
3 **FOR CONVERSION.**

4 148. Plaintiff incorporates by this reference Paragraphs 1 through 147 of the Complaint
5 as though they were set forth in full herein.

6 149. As of between August 17 and 19, 2020, and the present day, Defendants has
7 taken the value of Plaintiff's scanner, T. V., and computer from Plaintiff, and
8 converted the same to their own use, and of which the value amount is stated above.

9 150. As a proximate result of Defendants' conversion, Plaintiffs have sustained a loss
10 in an amount according to proof.

11 151. There is nothing in Penal Code §496(c) that requires a criminal conviction before
12 suing under that Section for conversion. *Bell v. Feibush* (Cal. App. 4 Dist. 2013) 212
13 Cal.App.4th 1041, 1045, and *Switzer v. Wood* (Cal. App. 5 Dist. 2019)
14 <https://www.courts.ca.gov/opinions/documents/F077206.PDF>, at pp. 10-1.

15 152. The aforementioned conduct of Defendants was a gross act of conversion of the
16 Defendants with the intention on the part of the Defendants of thereby depriving
17 Plaintiffs of property or legal rights or otherwise causing injury, and was despicable
18 conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard
19 of Plaintiffs' rights, so as to justify an award of exemplary and punitive damages in
20 an amount according to proof.

21 **XXI. TWENTY-FIRST CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
22 **DEFENDANTS HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10,**
23 **INCLUSIVE, FOR THEFT UNDER FALSE PRETENSES.**

24 153. Plaintiffs incorporate by this reference Paragraphs 1 through 152 of the Complaint
25 as though they were set forth in full herein.

26 154. Penal Code §496(a) makes receiving or buying property "that has been obtained
27 in any manner constituting theft" a criminal offense punishable by imprisonment.

1 155. Penal Code §496(c) provides that any person “who has been injured by a violation
2 of [§496(a)] . . . may bring an action for three times the amount of actual damages, if
3 any, sustained by the plaintiff, costs of suit, and reasonable attorney’s fees.”

4 156. There is nothing in Penal Code §496(c) that requires a criminal conviction before
5 suing under that Section. *Bell v. Feibush* (Cal. App. 4 Dist. 2013) 212 Cal.App.4th
6 1041, 1045, and *Switzer v. Wood* (Cal. App. 5 Dist. 2019)
7 <https://www.courts.ca.gov/opinions/documents/F077206.PDF>, at pp. 10-11.

8 **157.** Plaintiff alleges that Defendants kept Plaintiff’s scanner, T. V., and computer for
9 themselves, and converted the same to her own use.

10 158. Plaintiffs request that Defendants be ordered to pay back three times the value of
11 Plaintiff’s scanner, T. V., and computer plus costs and attorney’s fees, all due to the
12 false pretenses of Defendants.

13 **XXII. TWENTY-SECOND CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
14 **DEFENDANTS HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10,**
15 **INCLUSIVE, FOR QUANTUM MERUIT.**

16 159. Plaintiffs incorporate by this reference Paragraphs 1 through 157 of the Complaint
17 as though they were set forth in full herein.

18 160. Within at least four years before this action was filed, Plaintiffs have awaited for
19 Defendants to pay the value of his scanner, T. V., and computer that Defendants took
20 from them.

21 161. Defendants and their agents have stated that they were fully aware and requested
22 and encouraged the Plaintiff to wait. They knew or should have known that they had
23 no intention to pay Plaintiff back. They fully failed to inform Plaintiff that they had no
24 intention to do so. This was because Defendants intended to keep the scanner, T.
25 V., and computer for themselves.

26 162. Defendants has not reimbursed Plaintiffs as of this date. Defendants were unjustly
27 enriched by their failure to reimburse Plaintiffs.

163. The fair and reasonable value of the payments as provided are subject to proof.

164. There is nothing in Penal Code §496(c) that requires a criminal conviction before suing under that Section for quantum meruit. *Bell v. Feibush* (Cal. App. 4 Dist. 2013) 212 Cal.App.4th 1041, 1045, and *Switzer v. Wood* (Cal. App. 5 Dist. 2019) <https://www.courts.ca.gov/opinions/documents/F077206.PDF>, at pp. 10-11.

165. No reimbursement(s) have been made by Defendants to Plaintiffs.

166. Had Plaintiffs not been misinformed about the potential status of his scanner, T. V., and computer, he would have taken further action.

167. Failure to allow just compensation will amount to an unjust enrichment of all greedy Defendants.

XXIII. TWENTY-THIRD CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR TRESPASS UPON CHATTELS.

168. Plaintiffs incorporate by this reference Paragraphs 1 through 167 of the Complaint as though they were set forth in full herein.

169. Between August 17, and 19, 2020, and implicit in the rental agreement, during Plaintiff's temporary absence from the premises, Defendants Woodman, Bucowice, and DOES 1-10, and each of them, with Defendants Hernandez' and Pena Gomez' knowledge, unlawfully entered the premises without Plaintiff's permission or consent and took possession of them. Defendants Woodman, Bucowice, and DOES 1-10, did steal the following items of Plaintiff's:

A. A 40" Sony HD Television.

B. An Acer Laptop Computer.

C. An Epsom Scanner.

D. Two Boxes of cable TV equipment from Charter Communications.

170. Had Defendants not been present during that period, Plaintiff would not lose his property as stated above.

171. As a proximate result of Defendants' damages, Plaintiff has sustained a loss in an amount according to proof.

172. The aforementioned conduct of Defendants was a gross act of conversion of the Defendants with the intention on the part of the Defendants of thereby depriving Plaintiff of property or legal rights or otherwise causing injury, and was despicable conduct that subjected Plaintiff to a cruel and unjust hardship in conscious disregard of Plaintiff's rights, so as to justify an award of exemplary and punitive damages in an amount according to proof.

XXIV. TWENTY-FOURTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA).

173. Plaintiff incorporates by this reference Paragraphs 1 through 166 of the Complaint as though they were set forth in full herein.

174. At all times hereinafter mentioned, each and all of the acts of the Defendants alleged herein were done by the Defendants under the color and pretense of the statutes, regulations, customs and usages of the State and under the authority of their offices as heretofore alleged herein.

175. Plaintiff, who has Type 2 Diabetes, is covered under the Title II State and Local Government and Title III Public Accommodations [28 USC PART 35 & 36; (§§35.108 (b)(2) and (c)(1))]. Plaintiff was denied access to basic accommodations for persons seeking adequate housing for basic living quarters. Plaintiff was deprived of an interest protected by the Constitution and/or laws of the United States of America, and each and every Defendant caused, by commission or omission, such deprivation while acting under color of law.

///

///

1 176. All acts and/or omissions perpetrated by each Defendant were engaged in
2 maliciously, callously, oppressively, wantonly, recklessly, with deliberate indifference
3 to the rights already violated, despicably, with evil motive and/or intent, in disregard of
4 the rights of the Plaintiff.

5 177. Between August 17, and 19, 2020, and implicit in the rental agreement, during
6 Plaintiff's temporary absence from the premises, Defendants Woodman, Bucowice,
7 and DOES 1-10, and each of them, with Defendants Hernandez' and Pena Gomez'
8 knowledge, unlawfully entered the premises without Plaintiff's permission or consent
9 and took possession of them. Defendants Woodman, Bucowice, and DOES 1-10, did
10 steal the following items of Plaintiff's:

11 A. A 40" Sony HD Television.

12 B. An Acer Laptop Computer.

13 C. An Epsom Scanner.

14 D. Two Boxes of cable TV equipment from Charter Communications.

15 178. The robberies occurred, especially after Defendant Hernandez knew that since
16 August 2017, Plaintiff was a diabetic.

17 179. By reason of Defendants' conduct, Plaintiff was deprived of rights, privileges, and
18 immunities secured to him by the Constitution of the United States and the
19 Constitution and laws of the State of California in that Plaintiff was deprived of his
20 liberty, property, and his freedom from personal harm. Defendants' conduct violates
21 the Fourth, and Fifth Amendments, and the due process and equal protection clauses
22 of the Fourteenth Amendment of the United States Constitution and deprives said
23 Plaintiff of rights under color of State law in violation of the Americans with Disabilities
24 Act.

25 180. As a direct and proximate result of the wrongful acts of Defendants, Plaintiff was
26 damaged. Plaintiff has been almost totally deprived of his liberty, property, and his
27 freedom from personal harm, and has and will have suffered humiliation, anxiety, and

emotional and physical distress as well as possible future personal injuries that will continue on into the future, unless this Court intervenes.

181. Said Plaintiff further seeks compensatory damages for the humiliation, anxiety, physical distress and injuries that they have suffered and could suffer as a direct result of Defendants' wrongful acts as described herein, plus attorney's fees and costs.

182. The above recited acts of the individual Defendants in conspiring to deprive Plaintiff of his constitutionally protected rights were done with evil motive or intent, or with reckless or callous indifference to said Plaintiff's rights. Plaintiff therefore seeks punitive, exemplary, and constitutional damages in an amount according to proof against the Defendants.

XXV. TWENTY-FIFTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10, INCLUSIVE, FOR VIOLATIONS OF CIVIL CODE §51.7.

183. Plaintiff incorporates by this reference Paragraphs 1 through 176 of the Complaint as though they were set forth in full herein.

184. At all times relevant hereto, California Civil Code §51.7 was in full force and effect and binding upon defendants, its agents, representatives and employees as alleged herein. Section 51.7 thereof seeks to protect individuals from violence which is based on suspect, arbitrary classifications, including race, national origin, age, and disability, or which is based upon a person's perception that an individual has one or more of those characteristics.

185. Since at least August 2017, Plaintiff is disabled. Plaintiff is informed and believe and thereon allege that Defendants, their employees, agents and representatives knew that Plaintiff was disabled.

///

///

1 186. Plaintiff is further informed and believe and thereon allege that the actions of
2 Defendants, their agents, employees, agents and representatives were directly
3 related to his status as disabled, in that Defendants, and each of them, intended to
4 deprive Plaintiff of the full and equal housing for people with invisible disabilities. *Id.*

5 187. Such conduct has denied and will continue to deny Plaintiff equal protection and
6 the civil rights guaranteed by Civil Code §§51, 51.7 and 52.1.

7 188. As the direct and proximate result of the actions of Defendants, their agents,
8 employees, agents, and representatives, Plaintiff has been caused to suffer severe
9 and lasting physical and psychological injuries, medical expenses, loss of income, and
10 the expense of hiring counsel and prosecuting this action.

11 189. Civil Code Section 52(b) sets forth the penalty to be imposed against individuals
12 who engage in conduct against persons based on suspect, arbitrary classifications,
13 including race, or who perpetrate in such violence based upon a perception that the
14 individual possesses said characteristics as being actual damages suffered, plus an
15 award of exemplary damages, a civil penalty of \$25,000, plus attorney's fees.

16 **XXVI. TWENTY-SIXTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
17 **DEFENDANTS HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10,**
18 **INCLUSIVE, FOR VIOLATIONS OF CIVIL CODE §52.1.**

19 190. Plaintiff incorporates by this reference Paragraphs 1 through 183 of the Complaint
20 as though they were set forth in full herein.

21 191. At all times relevant hereto, California Civil Code §52.1 was in full force and effect
22 and binding upon defendants, its agents, representatives and employees as alleged
23 herein. Section 52.1 thereof seeks to protect individuals from violence and to protect
24 them in exercising their civil rights.

25 192. Since at least August 2017, Plaintiff is disabled. Plaintiff is informed and believe
26 and thereon allege that Defendants, their employees, agents and representatives
27 knew that Plaintiff was disabled.

1 193. Plaintiffs are further informed and believe and thereon allege that the actions of
2 Defendants, their agents, employees, agents and representatives were directly
3 related to his status as disabled in that Defendants, and each of them, intended to
4 deprive Plaintiff of the full and equal rights in violation of law.

5 194. Such conduct has denied and will continue to deny Plaintiff equal protection and
6 the civil rights guaranteed.

7 195. As the direct and proximate result of the actions of Defendants, their agents,
8 employees, agents, and representatives, Plaintiff has been caused to suffer severe
9 and lasting physical and psychological injuries, medical expenses, loss of income, and
10 the expense of hiring counsel and prosecuting this action.

11 196. Civil Code Section 52(b) sets forth the penalty to be imposed against individuals
12 who engage in conduct against persons based on suspect, arbitrary classifications,
13 including race, or who perpetrate in such violence based upon a perception that the
14 individual possesses said characteristics as being actual damages suffered, plus an
15 award of exemplary damages, a civil penalty of \$25,000, plus attorney's fees.

16 **XXVII. TWENTY-SEVENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
17 **DEFENDANTS HERNANDEZ, PENA GOMEZ, WOODMAN, BUCOWICE, AND DOES 1-10,**
18 **INCLUSIVE, FOR VIOLATIONS OF CIVIL CODE §54.1.**

19 197. Plaintiff incorporates by this reference Paragraphs 1 through 190 of the Complaint
20 as though they were set forth in full herein.

21 198. At all times relevant hereto, California Civil Code §54.1, also known as the
22 Disabled Persons Act, was in full force and effect and binding upon defendants, its
23 agents, representatives and employees as alleged herein. Section 54.1 thereof seeks
24 to protect individuals with disabilities or medical conditions who have the same right
25 as the general public to the full and free use of the streets, highways, sidewalks,
26 walkways, public buildings, medical facilities, including hospitals, clinics, and
27 physicians' offices, public facilities, and other public places.

1 199. Plaintiff also asserts that the actions of the Defendants as stated in the previous
2 Causes of Action are also in violation of the Americans with Disabilities Act as further
3 stated in Civil Code 54.1(d) as it pertains to Plaintiff's rights as a disabled person and
4 a person with the medical conditions pleaded above. This misconduct has continued
5 past May 1, 2020.

6 200. Since 2020, and continuing to the present day, Plaintiff is a disabled man. Plaintiff
7 is informed and believe and thereon allege that Defendants, their employees, agents
8 and representatives knew that Plaintiff was disabled, and thereby, could not defend
9 himself.

10 201. Plaintiff has suffered acts of discrimination as stated in the previous Causes of
11 Action, which each act is a violation of Civil Code §54.1.

12 202. Plaintiff is further informed and believe and thereon allege that the actions of
13 Defendants, their agents, employees, agents and representatives were directly
14 related to her status as a disabled woman in that Defendants, and each of them,
15 intended to deprive Plaintiff of the full and equal rights in violation of law.

16 203. Such conduct has denied and will continue to deny Plaintiff equal protection and
17 the civil rights guaranteed by the Disabled Persons Act.

18 204. As the direct and proximate result of the actions of Defendants, their agents,
19 employees, agents, and representatives, Plaintiff has been caused to suffer severe
20 and lasting physical and psychological injuries, medical expenses, loss of income,
21 and the expense of hiring counsel and prosecuting this action.

22 205. Civil Code §54.3(a) sets forth the penalty to be imposed against individuals who
23 engage in discrimination against persons based on suspect, arbitrary classifications,
24 including race, or who perpetrate in such discrimination based upon a perception that
25 the individual possesses said characteristics as being trebled the actual damages
26 suffered, but no less than \$1,000, plus an award of exemplary damages, plus
27 attorney's fees.

XXVIII. TWENTY-EIGHTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS AVILES, AND DOES 1-10 FOR VIOLATION OF LABOR CODE §204(D).

206. Plaintiff incorporates by this reference Paragraphs 1 through 199 of the Complaint as though they were set forth in full herein.

207. When Plaintiff worked for Defendant Aviles at times during his employment with them, Plaintiff was not always paid on time.

208. Because Plaintiff was not always paid on time, Plaintiff has been damaged, and requests that she be compensated for the times he was not paid on time.

XXIX. TWENTY-NINTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS AVILES, AND DOES 1-10 FOR VIOLATION OF LABOR CODE §221.

209. Plaintiff incorporates by this reference Paragraphs 1 through 202 of the Complaint as though they were set forth in full herein.

210. When Plaintiff worked for Defendant Aviles at times during his employment with him, Defendant did not completely pay Plaintiff the wages due to him at various times.

211. Because Plaintiff was not always completely paid, Plaintiff has been damaged, and requests that he be compensated for the times she was not completely paid, except, of course, the deductions for various taxes required by law to be deducted.

XXX. THIRTIETH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS AVILES, AND DOES 1-10 FOR VIOLATION OF LABOR CODE §226.7.

212. Plaintiff incorporates by this reference Paragraphs 1 through 205 of the Complaint as though they were set forth in full herein.

213. When Plaintiff worked for Defendants at times during her employment with them, Defendants did not always pay for the meal and rest breaks that he took while employed by Defendants.

214. Because Plaintiff was not always paid for his meal and rest breaks, Plaintiff has been damaged, and requests that he be compensated for the times he was not paid for his meal and rest breaks.

1 **XXXI. THIRTY-FIRST CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
2 **DEFENDANTS AVILES, AND DOES 1-10 FOR VIOLATION OF LABOR CODE §§246 AND**
3 **246.5.**

4 215. Plaintiff incorporates by this reference Paragraphs 1 through 208 of the Complaint
5 as though they were set forth in full herein.

6 216. When Plaintiff worked for Defendants at times during his employment with them,
7 Defendants did not provide for paid sick days.

8 217. Because Plaintiff was not always paid for his paid sick days. Plaintiff has been
9 damaged, and requests that he be compensated for the times she was not paid for
10 his paid sick days.

11 **XXXII. THIRTY-SECOND CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
12 **DEFENDANTS AVILES, AND DOES 1-10 FOR VIOLATION OF LABOR CODE §510.**

13 218. Plaintiff incorporates by this reference Paragraphs 1 through 211 of the Complaint
14 as though they were set forth in full herein.

15 219. When Plaintiff worked for Defendants at times during his employment with them,
16 Defendants did not pay him any overtime during his employment.

17 220. Because Plaintiff was not always paid for his overtime. Plaintiff has been damaged,
18 and requests that he be compensated for the times he was not paid for his overtime.

19 **XXXIII. THIRTY-THIRD CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
20 **DEFENDANTS AVILES, AND DOES 1-10 FOR VIOLATIONS OF THE PRIVATE ATTORNEY**
21 **GENERAL ACT (“PAGA”).**

22 221. Plaintiff incorporates by this reference Paragraphs 1 through 220 of the Complaint
23 as though they were set forth in full herein.

24 222. Plaintiff is an ‘aggrieved employee” under PAGA as she was employed by
25 Defendant Aviles during the applicable statutory period and suffered one or more of
26 the Labor Code violations set forth herein. Accordingly, he seeks to recover on behalf
27

1 of himself, the civil penalties provided by PAGA, plus reasonable attorney's fees and
2 costs.

3 223. Plaintiff seeks to recover the PAGA civil penalties through this Action permitted by
4 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
5 969.

6 224. Plaintiffs seek civil penalties pursuant to PAGA for violations of the following Labor
7 Code violations:

- 8 a. failure to pay all wages twice during each calendar month on days designated in
9 advance by the employer as the regular paydays in violation of Labor Code
10 §204(d);
- 11 b. failure to pay all complete wages in violation of Labor Code §221;
- 12 c. failure to provide meal and rest periods in violation of Labor Code §226.7;
- 13 d. failure to pay sick days in violation of Labor Code §§246 and 246.5;
- 14 e. failure to pay overtime wages in violation of Labor Code §510;

15 225. With respect to violations of Labor Code §204, Labor Code §210 imposes a civil
16 penalty in addition to any other penalty provided by law of \$10 for initial violations for
17 each underpaid employee for each pay period for which the employee was underpaid
18 in addition to an amount sufficient to recover underpaid wages, and \$200 for
19 subsequent violations for each underpaid employee for each pay period for which the
20 employee was underpaid in addition to 25% of the amount sufficient to recover
21 underpaid wages.

22 226. With respect to violations of Labor Code §510, Labor Code § 558 imposes a civil
23 penalty in addition to any other penalty provided by law of \$50 for initial violations for
24 each underpaid employee for each pay period for which the employee was underpaid
25 in addition to an amount sufficient to recover underpaid wages, and \$100 for
26 subsequent violations for each underpaid employee for each pay period for which the
27 employee was underpaid in addition to an amount sufficient to recover underpaid

wages. Moreover, Plaintiff seeks civil penalties in the amount of unpaid wages owed to aggrieved employees pursuant to Labor Code § 558(a)(3).

227. Labor Code § 2699 et seq. imposes a civil penalty of \$100 per pay period, per aggrieved employee for initial violations, and \$200 per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code §§ 221, 226.7, 246, and 246.5.

228. On January 28, 2021, Plaintiff gave written notice by certified mail of Defendant Aviles' violations of various provisions of the California Labor Code as alleged in this complaint to the Labor and Workforce Development Agency ("LWDA") and Defendants. See Letter from Plaintiff to Defendants attached hereto as Exhibit "F".

229. The LWDA did not provide notice of its intention to investigate Defendants' alleged violations within 35 calendar days of the January 28, 2021 postmark date of the notice sent by Plaintiff. See Labor Code § 2699.3(a)(2)(A).

XXXIV. THIRTY-FOURTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS AVILES, AND DOES 1-10, INCLUSIVE, FOR CONVERSION.

230. Plaintiff incorporates by this reference Paragraphs 1 through 229 of the Complaint as though they were set forth in full herein.

231. As of the last three years, Defendant Aviles has taken the value of Plaintiff's owed and unpaid wages from Plaintiff, and converted the same to his own use, and of which the value amount is stated above.

232. As a proximate result of Defendants' conversion, Plaintiffs have sustained a loss in an amount according to proof.

233. There is nothing in Penal Code § 496(c) that requires a criminal conviction before suing under that Section for conversion. *Bell v. Feibush* (Cal. App. 4 Dist. 2013) 212 Cal.App.4th 1041, 1045, and *Switzer v. Wood* (Cal. App. 5 Dist. 2019) <https://www.courts.ca.gov/opinions/documents/F077206.PDF>, at pp. 10-1.

234. The aforementioned conduct of Defendants was a gross act of conversion of the Defendants with the intention on the part of the Defendants of thereby depriving Plaintiffs of property or legal rights or otherwise causing injury, and was despicable conduct that subjected Plaintiffs to a cruel and unjust hardship in conscious disregard of Plaintiffs' rights, so as to justify an award of exemplary and punitive damages in an amount according to proof.

XXXV. THIRTY-FIFTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST DEFENDANTS AVILES, AND DOES 1-10, INCLUSIVE, FOR THEFT UNDER FALSE PRETENSES.

235. Plaintiffs incorporate by this reference Paragraphs 1 through 234 of the Complaint as though they were set forth in full herein.

236. Penal Code §496(a) makes receiving or buying property "that has been obtained in any manner constituting theft" a criminal offense punishable by imprisonment.

237. Penal Code §496(c) provides that any person "who has been injured by a violation of [§496(a)] . . . may bring an action for three times the amount of actual damages, if any, sustained by the plaintiff, costs of suit, and reasonable attorney's fees."

238. There is nothing in Penal Code §496(c) that requires a criminal conviction before suing under that Section. *Bell v. Feibush* (Cal. App. 4 Dist. 2013) 212 Cal.App.4th 1041, 1045, and *Switzer v. Wood* (Cal. App. 5 Dist. 2019) <https://www.courts.ca.gov/opinions/documents/F077206.PDF>, at pp. 10-11.

239. Plaintiff alleges that Defendants kept Plaintiff's owed and unpaid wages for themselves, and converted the same to their own use.

240. Plaintiffs request that Defendants be ordered to pay back three times the value of Plaintiff's owed and unpaid wages, plus costs and attorney's fees, all due to the false pretenses of Defendants.

///

1 **XXXVI. THIRTY-SIXTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST**
2 **DEFENDANTS AVILES, AND DOES 1-10, INCLUSIVE, FOR QUANTUM MERUIT.**

3 241. Plaintiff incorporates by this reference Paragraphs 1 through 240 of the Complaint
4 as though they were set forth in full herein.

5 242. Within at least four years before this action was filed, Plaintiffs have awaited for
6 Defendants to pay the value of Plaintiff's owed and unpaid wages that Defendants
7 took from them.

8 243. Defendants and their agents have stated that they were fully aware and requested
9 and encouraged the Plaintiff to wait. They knew or should have known that they had
10 no intention to pay Plaintiff back. They fully failed to inform Plaintiff that they had no
11 intention to do so. This was because Defendants intended to keep Plaintiff's owed
12 and unpaid wages for themselves.

13 244. Defendants has not reimbursed Plaintiffs as of this date. Defendants were unjustly
14 enriched by their failure to reimburse Plaintiffs.

15 245. The fair and reasonable value of the payments as provided are subject to proof.

16 246. There is nothing in Penal Code §496(c) that requires a criminal conviction before
17 suing under that Section for quantum meruit. *Bell v. Feibush* (Cal. App. 4 Dist. 2013)
18 212 Cal.App.4th 1041, 1045, and *Switzer v. Wood* (Cal. App. 5 Dist. 2019)
19 <https://www.courts.ca.gov/opinions/documents/F077206.PDF>, at pp. 10-11.

20 247. No reimbursement(s) have been made by Defendants to Plaintiffs.

21 248. Had Plaintiff not been misinformed about the potential status of Plaintiff's owed
22 and unpaid wages, he would have taken further action.

23 249. Failure to allow just compensation will amount to an unjust enrichment of all
24 greedy Defendants.

25 ///

26 ///

1 **XXXVII. THIRTY-SEVENTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST ALL**
2 **DEFENDANTS FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.**

3 250. Plaintiff incorporates by this reference Paragraphs 1 through 249 of the Complaint
4 as though they were set forth in full herein.

5 251. Defendants' unlawful actions working in concert to not pay his wages, depriving
6 Plaintiff from paying his rent, and then stealing and allowing his scanner, T. V., and
7 computer to be stolen were knowing, intentional and willful and done with reckless
8 disregard of the probability of causing Plaintiff emotional distress.

9 252. As approximate result of Defendants' unlawful conduct, as alleged in this
10 Complaint, Plaintiff suffered and will continue to suffer extreme and mental anguish
11 and emotional distress, all to Plaintiff's general damages in a sum subject to proof.

12 253. As a further proximate result of Defendants' conduct and Plaintiff's extreme
13 emotional distress, as alleged in this Complaint, Plaintiff incurred and will continue to
14 incur related expenses, all to Plaintiff's further damages subject to proof.

15 254. The fraudulent and illegal actions of Defendants were malicious and oppressive,
16 in that it was conduct carried on by Defendants in willful and conscious disregard of
17 Plaintiff's rights and subjected Plaintiff to cruel and unjust hardship. Plaintiff is
18 therefore entitled to recover punitive damages.

19 **XXXVIII. THIRTY-EIGHTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST ALL**
20 **DEFENDANTS FOR CIVIL CONSPIRACY.**

21 255. Plaintiff incorporates by this reference Paragraphs 1 through 254 of the Complaint
22 as though they were set forth in full herein.

23 256. Since on or about 2017, Defendants, and each of them knowingly and willfully
24 conspired and agreed among themselves to defraud Plaintiff.

25 257. Defendants have committed acts in violation of the statutes pleaded in previous
26 Causes of Action.

1 258. Defendants, and each of them did the acts and things herein alleged pursuant to,
2 and in furtherance of, the conspiracy and above-alleged agreement. Defendants
3 furthered the conspiracy by cooperation with and/or lent aid and encouragement to
4 and/or ratified and adopted the acts of Defendants as alleged in the prior Causes of
5 Action.

6 259. As a proximate result of the wrongful acts herein alleged Plaintiff has been
7 generally and specially damaged in an amount according to proof.

8 260. Defendants did the things herein alleged maliciously and to oppress Plaintiff.
9 Plaintiff is therefore entitled to exemplary or punitive damages in the sum according
10 to proof.

11 **XXXIX. THIRTY-NINTH CAUSE OF ACTION BROUGHT BY PLAINTIFF AGAINST ALL**
12 **DEFENDANTS FOR UNFAIR BUSINESS PRATICES.**

13 261. Plaintiff incorporates by this reference Paragraphs 1 through 260 of the Complaint
14 as though they were set forth in full herein. Plaintiffs do not have to repeat all scintilla
15 of all the Causes of Action again in this Cause of Action.

16 262. California Business & Professions Code §17200 defines unfair competition to
17 include “unlawful, unfair or fraudulent business practice and unfair, deceptive, untrue
18 or misleading advertising. ...” The provisions of said law are to be broadly construed.

19 263. California Business & Professions Code §17203 provides that “[t]he court may
20 make such orders or judgments ... as may be necessary to prevent the use or
21 employment by any person of any practice which constitutes unfair competition, as
22 defined in this chapter, or as may be necessary to restore to any person in interest
23 any money or property, real or personal, which may have been acquired by means
24 of unfair competition.”

25 ///

26 ///

1 264. California Business & Professions Code §17204 provides for suits for injunctive
2 relief to be brought by both public officials and private attorneys general: "Actions for
3 injunction pursuant to this chapter may be prosecuted by ... any person acting for the
4 interests of itself, its members or the general public."

5 265. Defendants have committed acts in violation of the following:

- 6 a. Civil Code §51.7.
- 7 b. Civil Code §52.1.
- 8 c. Civil Code §54.1.
- 9 d. Civil Code §789.3.
- 10 e. Civil Code §1927.
- 11 f. Civil Code §1940.2.
- 12 g. Civil Code §1941.3(a)(2).
- 13 h. Civil Code §1942.5(d).
- 14 i. Civil Code §1954.
- 15 j. Labor Code §204(d).
- 16 k. Labor Code §221.
- 17 l. Labor Code §226.7.
- 18 m. Labor Code §246.
- 19 n. Labor Code §246.5.
- 20 o. Labor Code §510.2699.
- 21 p. Labor Code §510.2699.3.
- 22 q. Labor Code §
- 23 r. Penal Code §484.
- 24 s. Penal Code §496(c).

25 266. All actions have occurred in Counties of San Bernardino and Riverside, State of
26 California.

1 267. By their activities and omissions alleged above in violation of the statutes listed in
2 Paragraph 265, Defendants have engaged in unlawful or unfair business practices
3 within the meaning of Business & Professions Code §17200.

4 268. Defendants threaten to and unless restrained, will continue to act in violation of
5 the statutes listed in Paragraph 265, and thereby continue and repeat their violations
6 of the Unfair Practices Act.

7 269. The actions and omissions of Defendants alleged above in violation of the statutes
8 listed in Paragraph 265 will irreparably harm Plaintiff, and the general public.

9 270. Plaintiff has no plain, speedy, or adequate remedy at law.

10 WHEREFORE, Plaintiff prays for:

- 11 1. For general damages in an amount according to proof;
- 12 2. For special damages in an amount according to proof;
- 13 3. For treble damages in an amount according to proof;
- 14 4. For statutory damages and civil penalties in an amount according to proof;
- 15 5. For punitive damages in an amount appropriate to punish Defendants for their
16 wrongful conduct and set an example for others in an amount according to proof;
- 17 6. For restitution;
- 18 7. For injunctive relief;

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

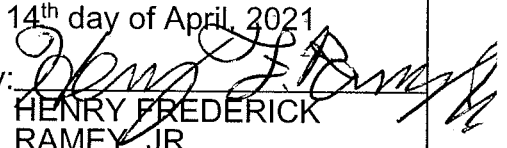
26 ///

27 ///

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
8. For reasonable attorney's fees, including and pursuant to Title 42 of the United States Code §1988(b), Civil Code §§52(b), 789.3(d), 1942.4(d), and 1942.5(h)(2)(i), Code of Civil Procedure §1021.5, and Penal Code §496(c);
 9. That Plaintiffs be awarded his costs of suit herein; and
 10. For such other and further relief as the court may deem just and proper.

Dated this 14th day of April, 2021

Bv:


HENRY FREDERICK
RAMEY, JR.
24784 5th St.
San Bernardino, CA., 92410
TEL.: (909) 678-9348
hanksanberdoo@aol.com
In Propia Persona

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION.

I, Henry Frederick Ramey, Jr., declare that:

I am the Plaintiff in the above-entitled Complaint. I have read the foregoing Complaint and know the contents thereof. The same is true of my own knowledge, except as to matters therein stated on information and belief, and as to those matters, I believe it to be true.

Under the penalty of perjury, under the laws of the State of California, I declare that the foregoing is true and correct, and that this declaration was executed on April 14, 2021, at San Bernardino, California.


HENRY FREDERICK RAMEY, JR.
Declarant.



Hank Ramey

24784 5th St.
San Bernardino, CA., 92410
TEL. (909)678-9348

October 12, 2020

Hector M. Pena Gomez (Fake Address)
3220 Triumph Ln., #1
Ontario, CA., 91764
(909) 232-2110

Helen Grace Long
Unconstitutional Fast Eviction Service
474 W. Orange Show Rd.
San Bernardino, CA., 92408

Re: Your Forcible Entry and Detainer at 24784 5th St., San Bernardino, CA., 92410, and other illegal activities at that address.

Mr. Perez Gomez and Ms. Long:

On August 17, 2020 you allowed three persons, including parolee Jeffery Bukowice to enter my kitchen and living room and attempt to throw away all of **MY FOOD**, and that **MY SCANNER**, and the printer of Toddella Brown's **ARE GONE**.

On August 19, 2020, you allowed the same persons to break into my house and **STEAL** my TV and computer. They also stole George Lam's TV, his wife's ring, a flashlight, and various keys.

I don't know if you know any English and the law, but I don't give a flying damn if you don't. You should have knew English and law yesterday.

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency because of the Coronavirus.

On April 6, 2020, the State Judicial Council adopted Emergency Rule 1, in effect until September 1, 2020, which states:

Emergency rule 1. Unlawful detainers

(a) Application

Notwithstanding any other law, including Code of Civil Procedure sections 1166, 1167, 1169, and 1170.5, this rule applies to all actions for unlawful detainer.

(b) Issuance of summons

A court may not issue a summons on a complaint for unlawful detainer unless the court finds, in its discretion and on the record, that the action is necessary to protect public health and safety.

(c) Entry of default

A court may not enter a default or a default judgment for restitution in an unlawful detainer action for failure of defendant to appear unless the court finds both of the following:

- (1) The action is necessary to protect public health and safety; and

(2) The defendant has not appeared in the action within the time provided by law, including by any applicable executive order.

(d) Time for trial

If a defendant has appeared in the action, the court may not set a trial date earlier than 60 days after a request for trial is made unless the court finds that an earlier trial date is necessary to protect public health and safety. Any trial set in an unlawful detainer proceeding as of April 6, 2020 must be continued at least 60 days from the initial date of trial.

(d) Sunset of rule

This rule will remain in effect until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic is lifted, or until amended or repealed by the Judicial Council.

This Rule would expire on September 1, 2020. **HOWEVER**, the California Legislature passed AB 3088. And **SIGNED** on August 31, 2020, by Gov. Newsom, superseding Emergency Rule 1.

This is **NOT** Mexico, and this is **NOT** El Salvador. This is the **STATE OF CALIFORNIA**. Breaking and entering into a tenant's premises without a Writ of Possession is a violation of Code of Civil Procedure §§1159 and 1160. In addition, I will seek damages in general, including a minimum of \$600 of damages, costs and attorney's fees. In fact, any Judgment in my favor **WILL OFFSET** any rents I may owe you. You bought the property on May 9, 2020, during a pandemic, and therefore, **YOU** knew or should have known the financial consequences on your part.

As for these tweaker thieves, they were recruited by Tyrone Woodman, a convicted felon that Ms. Hernandez allowed to rent knowing his prison record. She, as well as you, Mr. Woodman and the tweakers are responsible for the thefts.

I do not give a flying damn what Irina Hernandez and her unlicensed legal spokeswoman has told you. Irina's half-brother, Moises A. Aviles, a now-suspended attorney, owes me more than \$20,000 in back wages. It is because Moises did not pay me my wages, I could not pay my rent to Irina, and that is the reason why Irina sold the property to you. Moises is now suspended for not refunding the retainer fees owed to an immigration client for work Moises did not perform.

I am a type 2 diabetic with foot ulcers that Ms. Hernandez knows about. My rights under the Americans with Disabilities Act, as well as Civil Code §§51, 51.7, 52.1, 54, and 54.1 were violated against me.

As for your failed attempt to start your eviction against me on August 31, 2020, since Gov. Newsom signed AB 3088 as an urgency measure, you and the attorney(s) for the attempted filing and my appearance for the illegal ex-parte application on that day was in violation of Civil Code §1942.5(d), which states that:

"(d) Notwithstanding subdivision (a), it is unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the lessee because the lessee has lawfully organized or participated in a lessees' association or an organization advocating lessees' rights or has lawfully and peaceably exercised any rights under the law. **It is also unlawful for a lessor to bring an action for unlawful detainer based on a cause of action other than nonpayment of COVID-19 rental debt, as defined in Section 1179.02 of the Code of Civil Procedure, for the purpose of retaliating against the lessee because the lessee has a COVID-19 rental debt.** In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory." (Emphasis added.)

I also already paid Irina the rent on and for April 2, 2020, to Ms. Hernandez pursuant to her 3-Day Notice Rent or Quit. She was the Owner at the time between February 1-29, 2020, and **she never gave me any Notice as to any alleged nonpayment between February 1-29, 2020.**

You cannot use rent as an excuse to have me illegally evicted when you never owned the property before May 9, 2020. On October 9, 2020, I left \$112.50, my declaration under Code of Civil Procedure §1179.02(d), and the CDC Declaration to your address on Triumph Lane in Ontario. Your address is false and fraudulent in that the lady who answered the door denied that she even knew you. I am sending another copy of both Declarations to both addresses, but your nonchalant bull shit method of addressing back rent is intolerable when you do not live at that address.

In addition, I will pursue Federal and State Actions for:

1. Forcible Entry and Detainer.
2. Allowing Bukowice, et al., in removing Woodman's windows in violation of Civil Code §789.3(b)(2).
3. Allowing Bukowice, et al., in stealing my TV in violation of Civil Code §789.3(b)(3).
4. Allowing Bukowice, et al., in stealing my computer in violation of Civil Code §789.3(b)(3).
5. Allowing Bukowice, et al., in stealing my TV in violation of Civil Code §1940.2(a)(1), and Penal Code §484.
6. Allowing Bukowice, et al., in stealing my computer in violation of Civil Code §1940.2(a)(1), and Penal Code §484.
7. Allowing Bukowice, et al., in interfering with my quiet enjoyment in violation of Civil Code §§1927 and 1940.2(a)(3).
8. Not giving me Notice of Entry by telling me that Bukowice, et al., were going to enter in violation of Civil Code §§1940.2(a)(1), and 1954.
9. Not having secured windows as to Woodman's room in violation of Civil Code §§1941.3(a)(2) and 1942.5.
10. Filing an illegal eviction action in violation of Civil Code §1942.5(d).
11. Malicious prosecution.
12. Abuse of Process.
13. In addition with Hernandez, not refusing to rent to Woodman, a convicted felon.
14. Breach of Contract.
15. Fraud.
16. Conversion.
17. Theft under Penal Code §496(c).
18. Quantum Meruit.
19. Violation of Americans with Disabilities Act.
20. Civil Code §51.
21. Civil Code §51.7.
22. Civil Code §52.1.

- 23. Civil Code §54.
- 24. Civil Code §54.1.
- 25. Intentional Infliction of Emotional Distress.
- 26. Civil Conspiracy.
- 27. Unfair Business Practices.

I suggest you get the proper legal advice. Otherwise, this letter is a cease and desist any attempts to force me out of this house **IMMEDIATELY**.

Thank you for your anticipated cooperation.

Sincerely,

Henry Frederick Ramey, Jr.

Enclosures

HENRY FREDERICK RAMEY, JR.
24784 5th St.
San Bernardino, CA., 92410
TEL.: (909) 678-9348
hanksanberdoo@aol.com

Debtor in Pro Se.

**UNITED STATES BANKRUPTCY COURT,
CENTRAL DISTRICT OF CALIFORNIA.**

In re

HENRY FREDERICK RAMEY, JR.,
Debtor,

HECTOR PENA GOMEZ,
Movant,

v.

HENRY FREDERICK RAMEY, JR.,
Respondent.

Case No.: 6:21-bk-10625-WJ

DECLARATION OF TODDELLA D.
BROWN IN OPPOSITION TO MOTION
FOR RELIEF FROM AUTOMATIC
STAY.

Motion Date: Mar. 10. 2021.
Time: 2:30 p. m.
Room: 304.

I, Toddella D. Brown, declare that:

1. I am the friend of the Debtor in the above-entitled case. If I am called to testify
I would competently and truthfully testify under oath.

////

2. On about April 2, 2020, Mr. Ramey ("Hank") told me that he was served with a Three-Day Notice to Pay Rent or Quit from Ms. Irina Hernandez. I told Hank that she should pay Irina the back rent of \$450 to her because, in part, she still had to pay the property taxes on her property where Hank lives.
3. On that day, I took Hank to the Chase Bank, where he has an account. He took about \$250 out of his account. I loaned him about \$200 that same day.
4. We went to a convenience store on Main St., in Riverside, near Irina's house on Lofton Place, also in Riverside. Hank then obtained a Western Union Money Order in the amount of \$450.
5. I then took Hank to Irina's house on Lofton Place. I saw Hank from my car gave Irina at the front door the Western Union Money Order.

Under the penalty of perjury under the laws of the State of California I declare that the foregoing is true and correct and that this declaration was executed on March 8, 2021, at San Bernardino, California.


TODDELLA D. BROWN,
Declarant.

HENRY FREDERICK RAMEY, JR.
24784 5th St.
San Bernardino, CA., 92410
TEL.: (909) 678-9348
hanksanberdoo@aol.com

Debtor in Pro Se.

**UNITED STATES BANKRUPTCY COURT,
CENTRAL DISTRICT OF CALIFORNIA.**

In re

HENRY FREDERICK RAMEY, JR.,

Debtor,

HECTOR PENA GOMEZ,

Movant,

v.

HENRY FREDERICK RAMEY, JR.,

Respondent.

Case No.: 6:21-bk-10625-WJ

DECLARATION OF ALEJANDRO
NUNEZ-MIROLA IN OPPOSITION TO
MOTION FOR RELIEF FROM
AUTOMATIC STAY.

Motion Date: Mar. 10. 2021.

Time: 2:30 p. m.

Room: 304.

I, Alejandro Nunez-Mirola, declare that:

1. I am the friend of the Debtor in the above-entitled case. If I am called to testify
I would competently and truthfully testify under oath.

///

2.

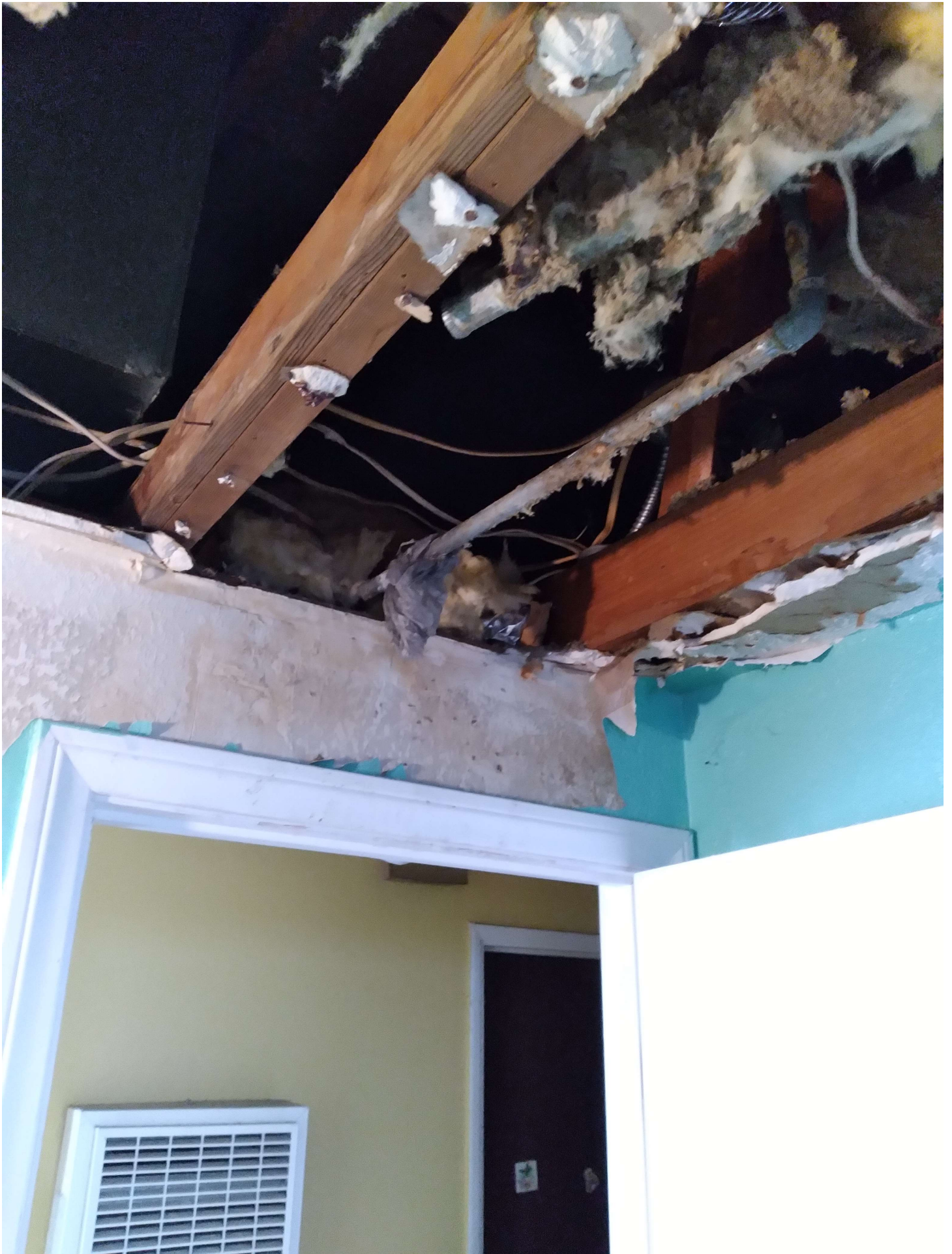
Declaration of Alejandro Nunez-Mirola-In re Ramey - 1

HENRY FREDERICK RAMEY, JR.,
24784 5th St.
San Bernardino, CA., 92410
TEL.: (909) 678-9348
hanksanberdoo@aol.com

3. In early October 2020, the Debtor ("Hank"), and I went down to what was supposed to be his current landlord's address after we got done at the Rancho Cucamonga Superior Court filing my Appeal papers.
4. We went down to 3220 Triumph Lane, Ontario, California, but Hank's Notice to Pay Rent or Quit stated that Movant Hector Pana Gomez' apartment was Apartment 1.
5. I saw Hank go to the front door of Apartment 1. He was talking to this lady and tried to give her Hank's State and CDC COVID Declarations and \$112.50. She refused and shut the door on Hank.
6. Hank came back to my car and told me that he thought the lady was Hector's wife or daughter. Hank and I discussed what to do. Hank said he was going to leave both Declarations and the \$112.50 to the doorstep where there was an overnight envelope on it. I told Hank that he can leave it there and that he should take a picture with his cell phone. Hank then left the Declarations and the money underneath the overnight envelope, and we left.

Under the penalty of perjury under the laws of the State of California I declare that the foregoing is true and correct and that this declaration was executed on March 8, 2021, at San Bernardino, California.


ALEJANDRO NUNEZ-MIROLA,
Declarant.



PROOF OF SERVICE.

I, Henry Frederick Ramey, Jr., am a resident of the County of San Bernardino, State of California. I am over the age of 18 years, and I am not a party to this action. My address is 24784 5th St., San Bernardino, California.

On April 14, 2021, I served the foregoing copies of VERIFIED FIRST AMENDED COMPLAINT FOR FORCIBLE ENTRY AND DEAINER, VIOLATIONS OF CIVIL CODE §§789.3(B)(2) AND (3), 1940.2(A)(1), (3) AND (4), 1941.3(A)(2), AND 1942.5(D), MALICIOUS PROSECUTION, ABUSE OF PROCESS, NEGLIGENCE, NUISANCE, BREACH OF CONTRACT, FRAUD, CONVERSION, VIOLATIONS OF PENAL CODE §496(C), QUANTUM MERUIT, TRESPASS UPON CHATTELS, VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT, VIOLATIONS OF CIVIL CODE §51.7, 52.1, AND 54.1, VIOLATIONS OF LABOR CODE §§204(D), 221, 226.7, 246, 246.5, AND 510, VIOLATIONS OF THE PRIVATE ATTORNEY GENERAL ACT, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, CIVIL CONSPIRACY, AND UNFAIR BUSINESS PRACTICES on the interested parties in this action by placing the following true copies, enclosed as an attachment addressed as follows:

HECTOR PENA GOMEZ
3220 TRIUMPH LN., #4
ONTARIO, CA., 91764

IRINA HERNANDEZ
3871 LOFTON PL.
RIVERSIDE, CA., 92501

TYRONE WOODMAN (Forwarded)
24784 5TH ST.
SAN BERNARDINO, CA., 92410

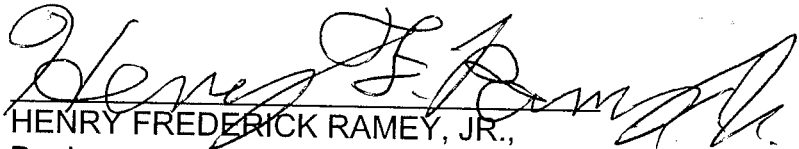
M. C. EARLE (Certified Mail)
AVE. DIVISION DEL NORTE 421-701
CIUDAD DE MEXICO, MEXICO, CP 03100

M. C. EARLE
FAST EVICTION SERVICE
474 W. ORANGE SHOW RD.
SAN BERNARDINO, CA., 92408

AVILES
CUST ST.
IDE, CA., 92501

On the above date, I delivered such papers via the United States Post Office to the above
resseees at San Bernardino, California.

Under the penalty of perjury, I declare that the foregoing is true and correct, and that this
declaration was executed on April 14, 2021, at San Bernardino, California.


HENRY FREDERICK RAMEY, JR.,
Declarant.

Complaint for Theft-Ramey v. Pena Gomez - 47

HENRY FREDERICK RAMEY, JR.,
24784 5th St.
San Bernardino, CA., 92410
TEL.: (909) 678-9348
hanksanberdoo@aol.com

HENRY FREDERICK RAMEY, JR.,
24784 5th St.
San Bernardino, CA., 92410
TEL.: (909) 678-9348