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Attorneys for Plaintiff

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**10/05/2016** at 12:55:07 PM  
Clerk of the Superior Court  
By Giovanni Galon, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE**

, an individual,  
Plaintiff,

vs.

CONTINENTAL MHP ASSOCIATES LP,  
dba Continental Mobile Home Park, a  
California limited partnership; SIERRA  
CORPORATE MANAGEMENT, INC., a  
California corporation, and DOES 1 through  
25,

Defendants.

Case No. 30-2016-00879101-CU-FR-CJC  
Judge Geoffrey T. Glass

**COMPLAINT FOR:**

- 1. VIOLATION OF MOBILEHOME  
RESIDENCY LAW**
- 2. FRAUD**
- 3. CONVERSION**
- 4. UNFAIR COMPETITION**

1 Plaintiff alleges as follows:

2 **PARTIES**

3 1. Plaintiff is, and at all times relevant herein was, an individual residing  
4 in the State of California, County of Orange.

5 2. Plaintiff is informed and believes that defendant Continental MHP Associates LP  
6 ("Continental") is, and at all times relevant herein was, a California limited partnership doing  
7 business as Continental Mobile Home Park, with its principal place of business located at 2804 W  
8 1st St, Santa Ana, California 92703. Plaintiff is informed and believes that Continental is the  
9 record owner of the Continental Mobile Home Park located at the same address (the "Park"),  
10 thereby falling within the definition of "Management" as defined in Civil Code § 798.2. The  
11 Park is a mobilehome park as defined in Civil Code § 798.4.

12 3. Plaintiff is informed and believes that defendant Sierra Management ("Sierra") is a  
13 California corporation with its principal place of business at 320 N. Park Vista St., Anaheim,  
14 California 92806. Plaintiff is informed and believes that Sierra is the agent or representative  
15 authorized to act on behalf of the owner of the Park in connection with matters relating to tenancy  
16 in the Park, thereby falling within the definition of "Management" as defined in Civil Code  
17 § 798.2.

18 4. Plaintiff is ignorant of the true names of the defendants sued herein as DOES 1  
19 through 25, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will  
20 amend this complaint to allege their true names when the same have been ascertained. Plaintiff is  
21 informed and believes and thereon alleges that each of the fictitiously-named defendants is  
22 responsible in some manner for the occurrences herein alleged, and that plaintiff's damages  
23 herein alleged were proximately caused by such DOE defendants.

24 5. Plaintiff alleges on information and belief that each of the defendants was the  
25 agent of each of the others, and committed the acts or omissions alleged herein on behalf of each  
26 of the other defendants and, at all times relevant herein, acted within the course and scope of such  
27 agency or employment.

### JURISDICTION AND VENUE

6. Jurisdiction properly lies with this Court because Plaintiff's claims arise under California law, and Plaintiff is informed and believes that her damages arising from Defendants' wrongdoing exceed \$25,000.

7. Venue is proper in this Court because at least two defendants are doing business in this judicial district, and the acts alleged herein occurred in this judicial district.

## GENERAL ALLEGATIONS

8. In or about May 2014, Plaintiff purchased a mobilehome located inside the Park at \_\_\_\_\_, Santa Ana, California 92703. The purchase price of the mobilehome was \$34,000.

Plaintiff purchased the mobilehome outright and registered title was transferred to her name.

9. When Plaintiff purchased the mobilehome, Defendants acknowledged that Plaintiff was the new owner and made a copy of her identification and took down her contact information. Defendants, however, refused to change the existing space lease on the home to Plaintiff's name, and refused to enter into a new lease with Plaintiff. The existing lease was not in the name of the seller and prior occupant of the mobilehome, but rather in the name of an earlier owner, \_\_\_\_\_, who had owned the home and entered into the lease in 2009.

Defendants told Plaintiff that the name on the lease could not be changed and that it had to stay in [REDACTED]'s name until its (25-year) term expired. This was the first of many knowingly false statements that Defendants made to Plaintiff. There was no reason whatsoever that the [REDACTED] lease could not be transferred or replaced with a new lease between Continental and Plaintiff (except, as later became apparent, to make it easier for Defendants to scam Plaintiff out of her home).

10. Defendants instructed Plaintiff that each month, she should pay the rent by cashier check or money order in the name of \_\_\_\_\_, Plaintiff, a mono-lingual Spanish-speaker with limited education, believed Defendants and complied with the instructions.

became aware of this situation and contacted Plaintiff. Plaintiff was concerned

1 that there could be some adverse impact to his credit if the lease continued in his name and a  
2 non-payment or other problem arose between Defendants and a subsequent owner. Together,  
3 Plaintiff and [redacted] approached Defendants and requested that the lease be changed.  
4 Defendants again refused. Seeing no recourse, Plaintiff continued to pay the rent in  
5 [redacted]'s name.

6 11. In early 2015, Plaintiff began renting a room in her home to [redacted].  
7 [redacted] soon became disruptive and destructive to Plaintiff's mobilehome. The police came on  
8 more than one occasion due to [redacted]'s conduct, which Plaintiff believed involved  
9 [redacted]. As [redacted] became more threatening, the police on one occasion suggested that  
10 Plaintiff leave the home temporarily for her safety and to avoid being implicated in any illegal  
11 activity. Frightened, Plaintiff did leave, but left her furniture and other personal possessions and  
12 continued to pay the rent. Plaintiff informed Defendants that she was leaving and that she was  
13 trying to evict [redacted]. Defendants had Plaintiff's phone number and knew where she would  
14 be staying.

15 12. Plaintiff first filed an unlawful detainer action (case no. 30-2015-00787920-CL-  
16 UD-CJC) in May 2015, in order to evict [redacted] from Plaintiff's mobilehome. Plaintiff had  
17 no legal counsel and used self-help to represent herself. This first action was dismissed in June  
18 due to Plaintiff's lack of familiarity with the procedures, so Plaintiff immediately filed a new  
19 action (case no. 30-2015-00792121-CL-UD-CJC). On June 16, 2015, the Court issued a writ of  
20 possession.

21 13. Plaintiff was informed that the Sheriff would be evicting [redacted] from the  
22 mobilehome on July 26, 2015. Accordingly, Plaintiff went to the Park that evening to verify that  
23 [redacted] was gone. When she arrived, she found that [redacted] had been locked out of the  
24 mobilehome, but [redacted] were still hanging around on the patio of the home.  
25 Plaintiff called the Sheriff to have them physically removed. Plaintiff then left that night to  
26 avoid the dangerous situation and allow the police to do their job.

27 14. When Plaintiff returned the next day to check on her home, and planning to move  
28 back in, she found the windows and doors had been boarded up, barring any entry. She went to

1 Defendant's agent, the Park manager, and asked why her home was boarded up. The manager  
2 told her that the Sheriff had put up the boards and that the Park could not take the boards down  
3 until the Sheriff said it was ok. On information and belief, unbeknownst to Plaintiff at the time,  
4 this statement was false. The Sheriff had not boarded up Plaintiff's house; rather, Defendants  
5 had caused the boards to be put up. But Plaintiff believed the Park manager and – feeling  
6 powerless to do anything in the face of supposed law enforcement action – Plaintiff again left.

7 15. Plaintiff returned to the Park approximately a couple of weeks later to find her  
8 home still boarded up. When she asked the manager about the situation, he said he could not  
9 give her any additional information. Plaintiff went away again.

10 16. Approximately three weeks later, Plaintiff returned again to the Park. This time,  
11 the boards had been taken down and people were living in her mobilehome. Plaintiff  
12 immediately went to the Park manager, who told her the home had been sold and was being  
13 rented to new occupants. Plaintiff's furniture, television, and other personal belongings were all  
14 gone from the house.

15 17. Plaintiff would later come to find out that on or about July 9, 2015 (during the time  
16 Plaintiff was not living in her home and was trying to evict \_\_\_\_\_), Continental filed an  
17 unlawful detainer action, naming \_\_\_\_\_ and \_\_\_\_\_. (Case no. 30-2015-  
18 00797649-CL-UD-CJC.) Although Plaintiff was the registered owner of the mobilehome, and  
19 Defendants *knew* she was the registered owner, Plaintiff was not named in the unlawful detainer  
20 action, and was never served with the complaint or with any other documents relating to the  
21 proceeding. Plaintiff never received any notice of unpaid rent. Nor did Defendants ever tell  
22 Plaintiff – during her many visits to the Park – that unlawful detainer proceedings were pending  
23 that could result in the loss of her home. To the contrary, Defendants *actively concealed* this fact  
24 from Plaintiff and *physically prevented* her from lawfully re-taking possession of her home.  
25 When Defendants boarded up Plaintiff's home in late July 2015, they had absolutely no legal  
26 basis to do so. No writ of possession had issued in Continental's unlawful detainer proceedings.  
27 Indeed, the case was not even set for trial. By that date, all Continental had done was  
28 purportedly serve the complaint (by personal delivery to \_\_\_\_\_ and by mail to \_\_\_\_\_

at the address of Plaintiff's mobilehome, where Defendants knew he had not lived for years.)

18. Defendants then continued to board up Plaintiff's house for several weeks, until Continental obtained judgment and executed on the writ of possession ( of course defaulted in the unlawful detainer action, having never received any notice). All the while, Defendants refused to let Plaintiff into her home and claimed they had "no information." Then, when Plaintiff returned for the last time to find other people living in her home, Defendants lied yet again, telling Plaintiff her house had been sold. In fact, a title report on Plaintiff's house states that escrow was opened months later, on December 30, 2015.

19. The title report further states that the buyer of Plaintiff's house was Two Palms Real Estate, LP. Plaintiff alleges on information and belief that Two Palms Real Estate is affiliated with Defendants (having the same address and individual agent for service of process). Plaintiff alleges on information and belief that, through this artifice, Defendants essentially sold Plaintiff's house to themselves, and worse, did so for far less than fair market value. Plaintiff's house has a value of at least \$34,000. The judgment on Continental's unlawful detainer action was for \$9,733.60. No money from the sale of the house has ever been paid to Plaintiff.

20. Defendants' actions as alleged herein have wrongfully, intentionally, and maliciously taken advantage of Plaintiff's vulnerability and lack of business and legal sophistication, and deprived her of her home and her possessions. Now homeless, Plaintiff has had to live in her car, on the streets, or with family.

### **FIRST CAUSE OF ACTION**

#### **Violation of Mobilehome Residency Law, Civ. Code §§ 798, et seq.**

##### **(Against All Defendants)**

21. Plaintiff incorporates herein by this reference each allegation of the preceding paragraphs of this complaint.

22. The Mobilehome Residency Law (the "MRL"), California Civil Code § 798 et seq., regulates the relationship between mobilehome park owners and mobilehome owners who are tenants in the park. Mobilehome owners purchase and own their mobilehomes, but pay rent



27. Defendants also violated the MRL by constructively evicting Plaintiff without going through the proper court procedure. Boarding up Plaintiff's mobilehome and leaving it boarded up for weeks, all the while telling Plaintiff the Sheriffs were the ones who boarded up the home, while the unlawful detainer case was pending, was unlawful constructive eviction.

28. Defendants' acts as alleged herein were made willfully and fraudulently, oppressively, with malice and/or in conscious disregard of the rights of Plaintiff, and were intended to harm Plaintiff, thereby justifying an award of punitive damages. Defendants intentionally did not give Plaintiff any notice of non-payment or notice to sell or remove so that Defendants could pursue eviction, possession and sale of Plaintiff's mobilehome without her having any knowledge or opportunity to cure or otherwise prevent the loss of her home.

## **SECOND CAUSE OF ACTION**

### **Fraud**

#### **(Against All Defendants)**

29. Plaintiff incorporates herein by this reference each allegation of the preceding paragraphs of this complaint.

30. As detailed above, Defendants made multiple false statements and concealed material facts from Plaintiff, all as part of a scheme to obtain possession of Plaintiff's mobilehome and its contents for far less than its fair market value and re-sell it for their own profit, thereby intentionally depriving Plaintiff of the equity in her mobilehome, as well as her personal possessions inside her home.

31. Defendants, who are experienced mobilehome park owners and managers, knew these statements were false and knew they were concealing material information from Plaintiff, and they did so intentionally to mislead her into leaving the lease on her mobilehome space in the name of a prior owner, making payments by money order in the name of the prior owner, and then staying away from the Park and her home while Defendants surreptitiously pursued legal action to take her home away from her.

32. Plaintiff reasonably relied on Defendants misrepresentations, which appeared to be made with legal and/or law enforcement authority, or at a minimum, with the authority of



1 professional mobilehome management.

2 33. As a result of Defendants actions, Plaintiff has been damaged in an amount to be  
3 proven at trial, but which exceeds \$25,000.

4 34. Defendants' acts as alleged herein were made willfully and fraudulently,  
5 oppressively, with malice and/or in conscious disregard of the rights of Plaintiff, and were  
6 intended to harm Plaintiff, thereby justifying an award of punitive damages.

### 7 **THIRD CAUSE OF ACTION**

#### 8 **Conversion**

#### 9 **(Against All Defendants)**

10 35. Plaintiff incorporates herein by this reference each allegation of the preceding  
11 paragraphs of this complaint.

12 36. Plaintiff owned, possessed, and had a right to possess the mobilehome and  
13 personal property described herein.

14 37. Defendants substantially and intentionally interfered with Plaintiff's property by  
15 wrongfully taking possession of the property, preventing Plaintiff from having access to the  
16 property, using the property, and selling the property.

17 38. Plaintiff did not consent to the aforementioned conduct by Defendants, or her  
18 consent was obtained by fraudulent misrepresentation.

19 39. Plaintiff has been harmed by such conduct in an amount to be proven at trial.

20 40. Defendants' wrongful actions as alleged herein were committed fraudulently,  
21 oppressively, with malice and/or in conscious disregard of the rights of plaintiffs, and were  
22 intended to harm plaintiffs, thereby justifying an award of punitive damages.

### 23 **FOURTH CAUSE OF ACTION**

#### 24 **Unfair Competition [Cal. Bus. & Prof. Code §17200 et seq.]**

#### 25 **(Against All Defendants)**

26 41. Plaintiff incorporates herein by this reference each allegation of the preceding  
27 paragraphs of this complaint.

28 42. Defendants' above-described conduct constitutes unlawful, unfair, deceptive, and

1 fraudulent business practices in violation of California Business and Professions Code sections  
2 17200 et seq.

3 43. The above-described conduct was intended to produce and, on information and  
4 belief, has produced, substantial profits for Defendants, at the expense and to the detriment of  
5 Plaintiff.

6 44. Plaintiff has lost money and suffered substantial injury as a result of Defendants'  
7 conduct as alleged herein.

8 **PRAYER FOR RELIEF**

9 Wherefore, plaintiffs pray for judgment as follows:

- 10 1. For damages in an amount to be proven at trial;  
11 2. For punitive and exemplary damages as allowed by law;  
12 3. For restitution and disgorgement of profits;  
13 4. For statutory penalties as allowed by law  
14 5. For attorneys' fees and costs as allowed by law;  
15 6. For prejudgment interest as allowed by law; and  
16 7. For such other and further relief as the Court may deem just and proper.

17  
18 Dated: October 4, 2016

UMBERG ZIPSER LLP  
PUBLIC LAW CENTER

19  
20 By: 

Carole E. Reagan  
Attorneys for Plaintiff

21  
22 **DEMAND FOR JURY TRIAL**

23  
24 Plaintiff demands a jury trial in this matter.

25 Dated: October 4, 2016

UMBERG ZIPSER LLP  
PUBLIC LAW CENTER

26  
27 By: 

Carole E. Reagan  
Attorneys for Plaintiff