

1 PLAINTIFFS ALLEGE:

2 **COMMON ALLEGATIONS**

3 1. Plaintiffs are current and former residents and/or
4 owners of mobilehomes located in ROYAL WESTERN MOBILEHOME PARK
5 ("Park") located at 17705 South Western Avenue, Gardena,
6 California.

7 2. At all relevant times herein, PLAINTIFFS
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26 have or
27 have had a tenancy in the Park and/or an ownership interest in
28 a mobilehome located in the Park.

1 3. The amount in controversy exceeds the jurisdictional
2 and arbitration limits of this court.

3 4. Plaintiffs do not know the true names or capacities
4 of defendants DOES 1 through 50, and therefore sue them by
5 such fictitious names. Plaintiffs are informed and believe
6 that each Doe defendant is in some way responsible for
7 plaintiffs' injuries herein. Plaintiffs will amend this
8 complaint when they learn the true names, involvement and
9 capacities of the defendants DOES.

10 5. Plaintiffs are informed and believe that at all
11 relevant times herein defendants themselves and/or their
12 agents, owned, operated and managed the Park. Plaintiffs are
13 further informed and believe, and on such information and
14 belief allege that defendants have and at all relevant times
15 had their principal place of business in Los Angeles County.

16 6. Plaintiffs are informed and believe that at all
17 times herein each defendant was the agent, servant and
18 employee of the remaining defendants, or acted with their
19 consent, ratification and authorization, and in doing the acts
20 hereinafter alleged, each defendant acted in such capacity
21 with respect to the remaining defendants.

22 7. Unless otherwise noted, the acts, omissions and
23 breaches of defendants alleged herein have occurred
24 continuously and continue to occur. Only within one (1) year
25 of the date of filing the complaint did plaintiffs discover
26 facts which led them to believe they had a cause of action
27 against defendants.

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1 safety hazards, and property damage, failure to obtain
2 permits; the water system, which is incapable of properly
3 handling the demand for water resulting in low water pressure,
4 odorous and poor tasting water, sand in the lines, discolored
5 at times, rusty, dirty, and non-potable, turned off without
6 notice, water leaks and insufficient water supply for
7 residents' daily use; lengthy delays to repair broken water
8 lines, poor water quality, and inadequate fire protection;
9 inadequate drainage causing water to pond around plaintiffs'
10 homes, around meters, in streets, common areas, in driveways
11 and on spaces, poor drainage and/or subsidence resulting in
12 un-leveling and damage to some homes, differential settlement
13 of plaintiffs' lots causing damage to plaintiffs' homes;
14 street drains clogged with debris which causes water to
15 accumulate in the streets during and after rainfall; the
16 streets, with potholes, cracks, depressions, bumps, and
17 unreasonable delays to repair them, inadequate re-surfacing of
18 streets, driveways not maintained, cracked and crumbling,
19 inadequate lighting and lack of speed control on streets
20 resulting in safety hazards and making it difficult for
21 residents to walk and resulting in personal injury; inadequate
22 or poor lighting in the Park, including common areas, lighting
23 not working or out for long periods of time, lampposts in need
24 of repair, lampposts broken, bulbs burned out, unreasonable
25 delays in repair broken lampposts and replacing burned out
26 bulbs, inadequate lighting contributing to criminal activity
27 and vandalism; trees, bushes and landscaping not properly
28 maintained and trimmed, long delays in trimming trees,

1 problems with roots and overgrown trees resulting in damage to
2 homes and personal property, overgrown weeds and unreasonable
3 delays in cutting them; residents forced to trim trees or pay
4 for tree trimming; Park clubhouse (also known as "the rec.
5 room") is not maintained and is in need of repairs, often
6 closed to residents and/or locked, not available for
7 residents' use, residents denied use of the clubhouse;
8 unreasonable rules regarding usage of clubhouse, limiting
9 resident access to clubhouse; dirty and inadequate laundry
10 facilities with inoperable equipment, lack of maintenance of
11 Park laundry facilities resulting in filthy conditions, low
12 water pressure, poorly functioning machines, and inadequate
13 number of machines, lack of adequate machines resulting in
14 stained or unclean clothing; Park swimming pool and hot tub
15 not maintained and in disrepair, lack of pool maintenance
16 resulting in personal injury, pool closed without notice; pool
17 usage, condition, rules and temperature not regulated
18 resulting in residents' inability to use pool. Residents have
19 suffered infections after swimming in Park pool; the trash
20 area not maintained with inadequate collection of trash and/or
21 inadequate number of containers resulting in frequent
22 overflow, scattered debris and difficulty emptying trash,
23 trash area emitting foul' odors; lack of maintenance of the
24 gas system resulting in leaks, gas shut off without notice;
25 overall poor maintenance of the Park, Park areas, vacant lots,
26 utilities, public restrooms, and landscaping, resulting in a
27 rundown appearance and affecting home values and sales;
28 accumulation of garbage, debris, weeds and litter on open

1 spaces, common areas, and vacant lots; feral cat infestation
2 in Park; termite infestations in Park; inadequate repairs,
3 repairs done on spaces without notice, unmarked, uncovered
4 holes, debris left by Park workers resulting in residents
5 tripping, falling and/or suffering injuries, including but
6 riot limited to PLAINTIFF who fell into an open trench on
7 or about April 19, 2004 and received personal injuries to his
8 legs, arms, neck and back; repairs done by Park workers
9 resulting in damage to residents' homes or property;
10 unavailability of manager or difficulty contacting manager;
11 harassment of residents by manager; harassment of medical
12 professionals by manager; lack of adequate communication by
13 management with Hispanic residents; management blaming
14 residents for utility problems; management disregards safety
15 of residents and demonstrates lack of concern for residents
16 and their needs; rules not equally enforced, or not enforced
17 at all; Park manager has violated Park rules; interference
18 with use or enjoyment of residents' leasehold and home;
19 retaliation, harassment, accusations and threats by Park
20 owners and management against residents for asserting their
21 legal rights to have a healthy and safe environment for their
22 families; Park stigma and bad reputation affecting home
23 values; unfair business practices; deterioration of Park
24 infrastructure and Park appearance despite increases in rent
25 has resulted in difficulty and/or inability to sell homes;
26 overcharges or improper billings for utilities and improper
27 profits in providing utility service; improper charges for
28 late rent when rent is paid timely; unreasonable increases in

1 space rent; high rent resulting in inability to sell homes;
2 refusal by Park owner to make repairs or lengthy delays in
3 making repairs, repairs by Park owner or agents are done
4 poorly or incorrectly; deterioration of Park infrastructure
5 and Park appearance despite increases in rent has resulted in
6 difficulty and/or inability to sell homes.

7 10. On or about March 24, 2004, plaintiffs served
8 defendants with notice of their intention to commence this
9 action. This notice and its service comply with Civil Code
10 section 798.84. A copy of the notice and its proof of service
11 are attached as Exhibit "A." The allegations of the notice
12 are incorporated herein by reference.

13 11. By substantially failing to maintain the Park as set
14 forth in paragraph 9, defendants created and maintained both a
15 private and a public nuisance at common law and under Civil
16 Code section 798.87.

17 12. As a proximate result of defendants' creation and
18 maintenance of a nuisance, plaintiffs have suffered general
19 and special damages including a leasehold worth less than the
20 rent they paid, emotional distress, personal injuries, medical
21 expenses, property damage, cost of repairs, loss of wages,
22 loss of use and enjoyment of their homes, and diminution in
23 value of their homes, which are different in kind from the
24 general public.

25 13. Plaintiffs notified defendants of the foregoing
26 conditions and made numerous complaints to defendants and
27 local governmental agencies about defendants' failure to
28 maintain the Park's common areas, facilities and physical

1 improvements in good working order and condition. Defendants
2 deliberately chose to ignore Park problems and have refused to
3 fix or remedy these problems.

4 14. Defendants knew:

5 a. the Park's sewer system was failing causing
6 sewage to back-up in or spill around plaintiffs' homes, lots
7 and in common areas;

8 b. the sewage spills exposed plaintiffs to serious
9 health hazards;

10 c. plaintiffs had to live with the constant,
11 unbearable stench of sewage in the Park;

12 d. the electric system was inadequate, and
13 presented a risk of shock and fire;

14 e. the water pressure was bad and the water should
15 not have been used for drinking;

16 f. lack of security and lighting endangered
17 plaintiffs' safety; and,

18 g. Park conditions created hazards and were a
19 breeding ground for rodents and vermin.

20 15. Defendants forced plaintiffs to live in filth and
21 degradation by ignoring these conditions. Defendants had the
22 financial ability to abate and remedy the above problems, but
23 out of greed deliberately chose to let plaintiffs suffer
24 rather than make any repairs. By forcing plaintiffs to live
25 in unhealthful and unsafe conditions, defendants subjected
26 them to cruel and unjust hardship. When plaintiffs sought to
27 assert their rights, defendants retaliated by harassing
28 plaintiffs through various actions. By ignoring Park

1 problems, defendants consciously disregarded plaintiffs'
2 rights and safety. Defendants acted despicably by treating
3 plaintiffs as mere chattels. Defendants' above conduct
4 warrants an award of punitive damages.

5 **SECOND CAUSE OF ACTION**
6 **BREACH OF CONTRACT**
7 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-50**

8 16. Plaintiffs reallege paragraphs 1 through 15.

9 17. Each plaintiff is or has been a homeowner or
10 resident who rent(ed) spaces in the Park during the past four
11 (4) years under written and/or during the past two (2) years
12 under oral rental and lease agreements with defendants.
13 Plaintiffs' tenancies are governed by the terms of those
14 agreements which incorporate as a matter of law the provisions
15 of the Mobilehome Residency Law, California Civil Code section
16 798. et seq. A representative copy of the written agreement
17 is attached as Exhibit "B."

18 18. In each plaintiff's rental and lease agreements,
19 plaintiffs agreed to pay their rent and defendants promise(d)
20 to maintain the Park's common areas, facilities and physical
21 improvements in good working order and condition and
22 promise(d) to enforce Park rules and regulations.

23 19. Plaintiffs have performed all their obligations
24 under their rental and lease agreements.

25 20. Defendants breached these agreements as set forth in
26 paragraph 9.

27 21. As a proximate result of the above breaches,
28 plaintiffs suffered the damages alleged in paragraph 12.

1 e. the water pressure was bad and the water should
2 not have been used for drinking;

3 f. lack of security and lighting endangered
4 plaintiffs' safety; and,

5 g. Park conditions created hazards and were a
6 breeding ground for rodents and vermin.

7 28. Defendants forced plaintiffs to live in filth and
8 degradation by ignoring these conditions. Defendants had the
9 financial ability to remedy the above problems, but out of
10 greed deliberately chose to let plaintiffs suffer rather than
11 make any repairs. By forcing plaintiffs to live in
12 unhealthful and unsafe conditions, defendants subjected them
13 to cruel and unjust hardship. When plaintiffs sought to
14 assert their rights, defendants retaliated by harassing
15 plaintiffs through various actions. By ignoring Park problems
16 defendants consciously disregarded plaintiffs' rights and
17 safety. Defendants acted despicably by treating plaintiffs as
18 mere chattels. Defendants' above conduct warrants an award of
19 punitive damages.

20 **FOURTH CAUSE OF ACTION**
21 **BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING (CONTRACT)**
22 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-50**

23 29. Plaintiffs reallege paragraphs 1 through 28.

24 30. Plaintiffs have a significant investment in their
25 homes, including landscaping and other installation costs.
26 Plaintiffs' homes are very costly to move and highly
27 susceptible to damage if moved. The State Legislature has
28 recognized these factors in California Civil Code section
798.55.

1 manufactured mobilehome to be deposited on the ground.

2 39. California Health and Safety Code section 18670
3 requires that the electrical wiring, fixtures, and equipment
4 installed in mobilehome parks comply with the standards in
5 Title 25 of the California Code of Regulations and State
6 Building Standards Code.

7 40. Title 25 of the California Code of Regulations,
8 sections 1108 and 1612, require that artificial lighting be
9 installed and maintained in mobilehome parks which provides
10 adequate artificial lighting.

11 41. Title 25 of the California Code of Regulations,
12 section 1146, requires that the voltage drop from the park
13 service to any home not exceed 5%.

14 42. Title 25 of the California Code of Regulations,
15 section 1170, requires all electrical switches, circuit
16 breakers, receptacles, and control equipment located outside a
17 building to be rain-tight.

18 43. Title 25 of the California Code of Regulations,
19 section 1644 requires that each mobilehome space have the
20 electrical capacity to properly supply the mobilehome, and
21 that electrical installations be maintained in safe operating
22 condition.

23 44. Title 25 of the California Code of Regulations,
24 section 1260, requires each mobilehome lot drain inlet trap to
25 be individually vented with a vent pipe.

26 45. Title 25 of the California Code of Regulations,
27 section 1270, requires that the water service on each
28 mobilehome lot deliver safe, pure and potable water.

1 46. Title 25 of the California Code of Regulations,
2 section 1276, requires each mobilehome park water distribution
3 system to be designed and maintained so as to provide pressure
4 of not less than fifteen pounds per square inch at each
5 mobilehome lot at maximum operating conditions.

6 47. Title 25 of the California Code of Regulations,
7 section 1610, requires that the park area be so graded that no
8 surface water accumulates, that the ground be sloped to
9 provide storm drainage, run-off by means of surface or a
10 subsurface drainage facility, that the area beneath
11 mobilehomes be sloped to provide drainage and be graded so
12 that water does not accumulate beneath the home, and that the
13 Park area be kept clean and free from accumulation of refuse,
14 garbage, rubbish or debris.

15 48. Title 25 of the California Code of Regulations,
16 section 1680, requires that the drain inlets on mobilehome
17 lots be capped gas tight when not in use.

18 49. Title 25 of the California Code of Regulations,
19 section 1696 prohibits waste, weeds or litter in any vacant
20 lots or open space of the Park.

21 50. Defendants have breached Health and Safety Code
22 section 18554 on numerous occasions by permitting raw sewage
23 from the sewer system and common facilities in the Park to
24 spill and seep to the surface of the Park.

25 51. Defendants have breached Health and Safety Code
26 section 18670 by failing to provide wiring and fixtures in the
27 Park adequate to accommodate the normal demand for electricity
28 in the Park.

1 52. Defendants have breached Title 25 of the California
2 Code of Regulations, sections 1108 and 1612, by failing to
3 install and maintain adequate artificial lighting in the Park.

4 53. Defendants have breached Title 25 of the California
5 Code of Regulations, section 1146, by allowing the voltage
6 drop from the Park service to homes in the Park to exceed 5%.

7 54. Defendants have breached Title 25 of the California
8 Code of Regulations, section 1644 by not providing electrical
9 capacity to properly operate plaintiffs' homes, and not
10 maintaining the electrical system in safe operating condition.

11 55. Defendants have breached Title 25 of the California
12 Code of Regulations, section 1170, by failing to provide rain-
13 tight outside electrical equipment.

14 56. Defendants have breached Title 25 of the California
15 Code of Regulations, section 1260, by failing to vent the
16 drain inlet traps in the Park.

17 57. Defendants have breached Title 25 of the California
18 Code of Regulations, section 1270, in that the Park water
19 system delivers odorous and bad water.

20 58. Defendants have breached Title 25 of the California
21 Code of Regulations, section 1276, by failing to maintain the
22 water distribution system in the park so that it provides a
23 minimum of fifteen pounds per square inch at each mobilehome
24 lot at maximum operating conditions.

25 59. Defendants have breached Title 25 of the California
26 Code of Regulations, section 1610, by failing to maintain the
27 drainage in the Park with the result that water accumulates in
28 Park areas and underneath mobilehomes, and by allowing

1 accumulation of refuse, garbage, rubbish or debris.

2 60. Defendants have breached Title 25 of the California
3 Code of Regulations, section 1680, by not capping drain inlets
4 gas tight when not in use.

5 61. Defendants have breached Title 25 of the California
6 Code of Regulations, section 1696, by allowing waste, weeds or
7 litter in vacant lots or open spaces.

8 62. The above statutes and codes were intended to
9 protect plaintiffs from the very harms alleged herein. They
10 are and were in effect at all relevant times herein.

11 63. As a proximate result of defendants' breaches of the
12 above statutes, plaintiffs have suffered the damages alleged
13 in paragraph 12.

14 64. Plaintiffs notified defendants of the foregoing
15 conditions and made numerous complaints to defendants and
16 local governmental agencies about defendants' failure to
17 maintain the Park's common areas, facilities and physical
18 improvements in good working order and condition. Defendants
19 deliberately chose to ignore Park problems and have refused to
20 fix or remedy these problems.

21 65. Defendants knew:

22 a. the Park's sewer system was failing causing
23 sewage to back-up in or spill around plaintiffs' homes, lots
24 and in common areas;

25 b. the sewage spills exposed plaintiffs to serious
26 health hazards;

27 c. plaintiffs had to live with the constant,
28 unbearable stench of sewage in the Park;

1 should have been known.

2 69. In addition, defendants submeter plaintiffs'
3 utilities. Defendants have improperly read plaintiffs' meters
4 and improperly billed plaintiffs for their utilities.

5 70. Defendants' violations of statutes, ordinances and
6 codes and other actions constitute unlawful or unfair business
7 practices in violation of California Business and Professions
8 Code section 17200 et seq.

9 71. As a proximate result of defendants' unlawful and
10 unfair business practices, plaintiffs have suffered monetary
11 losses and paid excess rent for their spaces and defendants
12 have made improper and illegal profits from submetering
13 utilities but not using the profits to repair, replace or
14 maintain the utilities. Plaintiffs are entitled to
15 restitution of the losses and excess rental amount and a
16 disgorgement of defendants' improper profits. Plaintiffs also
17 are entitled to injunctive relief enjoining these unfair and
18 unlawful business practices.

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20 **SEVENTH CAUSE OF ACTION**
21 **BREACH OF WARRANTY OF HABITABILITY**
22 **AND COVENANT OF QUIET ENJOYMENT**
23 **BY ALL PLAINTIFFS AGAINST ALL DEFENDANTS AND DOES 1-50**

24 72. Plaintiffs reallege paragraphs 1 through 71.

25 73. Implicit in plaintiffs' rental agreements with
26 defendants is a warranty of habitability, wherein defendants
27 promised to inspect and to maintain the Park in a clean, safe,
28 and habitable condition. California law recognizes that the
implied warranty of habitability covers defects in common
areas of a leased site as well as in a tenant's individual

1 premises.

2 74. Defendants have breached their warranty of
3 habitability by failing to inspect and maintain the Park's
4 sewer, water, gas and electrical utilities and other common
5 areas and facilities in a clean, safe, and habitable
6 condition, as alleged in paragraph 9. These failures to
7 inspect and maintain have violated each plaintiff's reasonable
8 expectation that the premises he/she is renting are fit for
9 habitation for the duration of the term of tenancy.

10 75. As a proximate result of defendants' breach,
11 plaintiffs have suffered the damages alleged in paragraphs 9,
12 12 and 25.

13 76. Plaintiffs notified defendants of the foregoing
14 conditions and made numerous complaints to defendants and
15 local governmental agencies about defendants' failure to
16 maintain the Park's common areas, facilities and physical
17 improvements in good working order and condition. Defendants
18 deliberately chose to ignore Park problems and have refused to
19 fix or remedy these problems.

20 77. Defendants knew:

21 a. the Park's sewer system was failing causing
22 sewage to back-up in or spill around plaintiffs' homes, lots
23 and in common areas;

24 b. the sewage spills exposed plaintiffs to serious
25 health hazards;

26 c. plaintiffs had to live with the constant,
27 unbearable stench of sewage in the Park;

28 d. the electric system was inadequate, and

1 presented a risk of shock and fire;

2 e. the water pressure was bad and the water should
3 not have been used for drinking;

4 f. lack of security and lighting endangered
5 plaintiffs' safety; and,

6 g. Park conditions created hazards and were a
7 breeding ground for rodents and vermin.

8 78. Defendants forced plaintiffs to live in filth and
9 degradation by ignoring these conditions. Defendants had the
10 financial ability to remedy the above problems, but out of
11 greed deliberately chose to let plaintiffs suffer rather than
12 make any repairs. By forcing plaintiffs to live in squalor,
13 defendants subjected them to cruel and unjust hardship. When
14 plaintiffs sought to assert their rights, defendants
15 retaliated by harassing plaintiffs through various actions. By
16 ignoring Park problems defendants consciously disregarded
17 plaintiffs' rights and safety. Defendants acted despicably by
18 treating plaintiffs as mere chattels. Defendants' above
19 conduct warrants an award of punitive damages.

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21 **EIGHTH CAUSE OF ACTION**
DECLARATORY RELIEF
22 **BY ALL PLAINTIFFS AGAINST DEFENDANT ROYAL WESTERN, LLC**
AND DOES 1-50

23 79. Plaintiffs reallege paragraphs 1 through 78.

24 80. An actual controversy now exists between plaintiffs
25 and defendants in that plaintiffs contend:

26 a. plaintiffs have a right to continued tenancies
27 in the Park at a rent level that corresponds to the reasonable
28 worth of their tenancies;

1 b. defendants are contractually and legally bound
2 to provide and maintain the physical improvements and common
3 facilities in good working order and condition;

4 c. due to poor Park maintenance, rent levels in the
5 Park are and have been unreasonably high.

6 81. Defendants contend to the contrary and deny they are
7 obligated to fulfill these duties or that plaintiffs have
8 these rights.

9 82. By virtue of the above controversy, plaintiffs seek
10 a declaration by the court of their rights and obligations
11 respecting their continued tenancies in the Park, their
12 respective duties under the leases, and rent levels.

13 WHEREFORE, plaintiffs pray for judgment against
14 defendants as follows:

15 ON THE FIRST THROUGH FIFTH AND SEVENTH CAUSES OF ACTION:

16 1. For general damages;

17 2. For special damages according to proof, including
18 damages for emotional distress;

19 3. For prejudgment interest on the amount of any
20 damages awarded;

21 4. For statutory penalties;

22 5. For a permanent injunction requiring defendants to
23 repair the Park's sewer, water, gas, drainage, lighting,
24 streets, and electrical systems, trees and landscaping; abate
25 any other nuisances alleged herein; comply with codes,
26 statutes, and ordinances; and

27 ON THE FIRST, THIRD, FIFTH AND SEVENTH CAUSES OF ACTION:

28 6. For punitive damages as assessed by the trier-of-

1 fact;

2 ON THE SIXTH CAUSE OF ACTION:

3 7. For a permanent injunction enjoining unfair and
4 unlawful business practices;

5 8. For an order requiring defendants to disgorge any
6 improper profits and restore to plaintiffs monetary losses
7 resulting from defendants' unfair business practices; and
8 restitution to plaintiffs those profits or losses; and any
9 prejudgment interest thereon; and

10 ON THE EIGHTH CAUSE OF ACTION:

11 9. For a declaration of plaintiffs' rights and
12 obligations respecting plaintiffs' continued tenancies, leases
13 in the Park and rent levels and defendants' duties;

14 ON ALL CAUSES OF ACTION:

15 10. For attorneys' fees incurred herein pursuant to the
16 Mobilehome Residency Law and express contract between
17 plaintiffs and defendant, and any other applicable statutes or
18 laws;

19 11. For costs incurred herein, including litigation
20 expenses and costs of experts.

21 12. For such other and further relief as the court may
22 deem just and proper.

23 DATED: May 24, 2004

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25 By: _____
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