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9 Attorneys for Plaintiff and all others similarly situated

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Superior Court of California,
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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ROSA NAVARRO, individually and on behalf of
all others similarly situated; and ROES 1 through
100, inclusive;

Plaintiff,

v.

APARTMENT MANAGEMENT
CONSULTANTS, LLC, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 37-2022-00049211-CU-OR-CTL

**CLASS ACTION COMPLAINT SEEKING
DECLARATIVE RELIEF, DAMAGES,
INJUNCTIVE RELIEF AND RESTITUTION**

CLASS ACTION
(Plaintiff Class, Cal. Code Civ. Proc., § 382)

1. Violation of Civil Code § 1950.5
2. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*)
3. Violation of California Civil Code § 1671

JURY DEMAND

[Imaged File]

1 Plaintiff avers:

2 **JURISDICTION**

3 1. This Court has jurisdiction over the claims for relief asserted herein pursuant to Article
4 6, Section 10 of the Constitution of the State of California, which grants the Superior Court “original
5 jurisdiction in all causes except those given by statute to other courts.” The statutes under which this
6 action is brought do not specify any other basis for jurisdiction over Plaintiff’s claims to another
7 court.

8 2. This Court has jurisdiction over all defendants because upon information and belief,
9 each defendant is a citizen of California, has sufficient minimum contacts in California, and/or
10 otherwise intentionally avails itself of the California market so as to render this Court’s jurisdiction
11 over it consistent with traditional notions of fair play and substantial justice.

12 **VENUE**

13 3. Venue of this civil action is properly fixed in Alameda County, California, pursuant to
14 sections 395 and 395.5 of the California Code of Civil Procedure because the acts herein complained
15 of occurred in the County of Alameda, and Plaintiff’s resulting injuries were sustained there. Further,
16 Defendants own and operate real property in California, including within the County of Alameda,
17 from which the allegations in this suit arise.

18 **CERTAIN AVERMENTS UPON INFORMATION AND BELIEF**

19 4. The averments of fact contained within certain paragraphs of this complaint are made
20 upon information and belief, which may be grounded in whole or part upon matters discovered
21 through investigation conducted by the undersigned counsel.

22 **PARTIES**

23 5. Plaintiff ROSA NAVARRO is an individual, a resident of Alameda County and a
24 citizen of the State of California who resided at one of the Defendants’ (defined below) apartment
25 complexes in Alameda County during all relevant times.

26 6. Plaintiff ROES 1 through 100 are former tenants of one or more of the Defendants
27 herein, who, though not yet identified, are similarly situated to the above-named Plaintiff, and who
28 may serve as additional class representatives. The true names of Plaintiff ROES 1 through 100 will

1 be added to this complaint when their identities become known. Hereinafter, plaintiff ROSA
2 NAVARRO and unidentified plaintiff ROES 1–100 shall be collectively referred to as “Plaintiff .”

3 7. Defendant APARTMENT MANAGEMENT CONSULTANTS, LLC, a Utah limited
4 liability company (hereinafter “AMC”), has been registered as doing business in California since
5 2003 and holds itself out as a “full-service property/asset management company [...] committed to
6 exceeding the expectations of owners & asset managers. [...] AMC] strive[s] to make each of the
7 properties we manage perform to their potential by [...] overcoming any obstacles that might be
8 presented along the way. [...]” AMC is a multi-dwelling residential apartment advisor and property
9 management juggernaut with its offices and business operations in California and Utah, including,
10 without limitations, four California office locations in the following California cities: Chino Hills,
11 San Marcos, Rocklin, and Brentwood. California is the only state in which AMC has more than one
12 corporate office. In fact, AMC has four times more California offices than it has in any other state.
13 According to AMC’s own publication, as of 2022, AMC is the sixth largest apartment complex
14 property management company in the United States and directly manages hundreds of apartment
15 complexes (thousands of apartment units) in California.

16 8. Plaintiff are informed and believe that Defendant AMC’s Chief Executive Officer and
17 founder is Greg B. Wiseman, its controller Connie J. Wirthlin, its President of Property Management
18 Operations Brenda Barrett, and one of its managing members Sep VI AMC Holdings, which operates
19 out of Marina Del Rey, California.

20 9. AMC exclusively manages and controls the real properties outlined below. More
21 specifically, AMC manages, controls and operates at least 174 California-based apartment complexes
22 within the AMC portfolio, each of which are described in paragraph 11 below (“APARTMENT
23 COMPLEXES”).

24 10. AMC, in bad faith, retains security deposits from residential tenants at its
25 APARTMENT COMPLEXES in violation of California law and additionally charges its tenants
26 unlawful and excessive late fees when they are late on their rent payments. AMC has intentionally
27 designed a centralized security deposit and late fee administration of the APARTMENT
28 COMPLEXES by developing and administering security deposit and late fee policies, practices,

1 systems and databases uniformly across all APARTMENT COMPLEXES.

2 11. The APARTMENT COMPLEXES that are exclusively managed, controlled and
3 operated by AMC and subject to AMC's uniform, systematic and unlawful administration of
4 residential security deposit and late fees are as follows:

- 5 a. The APARTMENT COMPLEX doing business as "Aloha," a multi-dwelling
6 residential apartment complex generally located at 250 W Jackson St, Hayward,
7 California 94544.
- 8 b. The APARTMENT COMPLEX doing business as "Amber Court," a multi-dwelling
9 residential apartment complex generally located at 34050 Westchester Terrace,
10 Fremont, California 94555.
- 11 c. The APARTMENT COMPLEX doing business as "Amber Grove," a multi-dwelling
12 residential apartment complex generally located at 4009 Marconi Avenue,
13 Sacramento, California 95821.
- 14 d. The APARTMENT COMPLEX doing business as "Anaheim Cottages," a multi-
15 dwelling residential apartment complex generally located at 2544 W. Winston Road,
16 Anaheim, California 92804.
- 17 e. The APARTMENT COMPLEX doing business as "Appian Terrace," a multi-dwelling
18 residential apartment complex generally located at 4481-4489 Appian Way, El
19 Sobrante, California 94803.
- 20 f. The APARTMENT COMPLEX doing business as "Arbor At Palmdale," a multi-
21 dwelling residential apartment complex generally located at 1000 East Avenue Q,
22 Palmdale, California 93550.
- 23 g. The APARTMENT COMPLEX doing business as "Arbor Court," a multi-dwelling
24 residential apartment complex generally located at 44916 10th Street, Lancaster,
25 California 93534.
- 26 h. The APARTMENT COMPLEX doing business as "Arbor Fiels," a multi-dwelling
27 residential apartment complex generally located at 530 W Jackman Street, Lancaster,
28 California 93534.
- i. The APARTMENT COMPLEX doing business as "Arbor Gardens," a multi-dwelling
residential apartment complex generally located at 710-726 W. Kettering Street,
Lancaster, California 93534.
- j. The APARTMENT COMPLEX doing business as "Arbor Grove Senior Housing," a
multi-dwelling residential apartment complex generally located at 855 West Jackman

Street B120, Lancaster, California 93534.

- k. The APARTMENT COMPLEX doing business as “Arbor Lofts,” a multi-dwelling residential apartment complex generally located at 661 West Lancaster Blvd, Lancaster, California 93534.
- l. The APARTMENT COMPLEX doing business as “Arbor on a date,” a multi-dwelling residential apartment complex generally located at 44927 Date Ave, Lancaster, California 93534.
- m. The APARTMENT COMPLEX doing business as “Arlington Creek,” a multi-dwelling residential apartment complex generally located at 8131 Walerga Road, Antelope, California 95843.
- n. The APARTMENT COMPLEX doing business as “Atwater Cove Apartments,” a multi-dwelling residential apartment complex generally located at 425 Merrimac Way, Costa Mesa, California 92626.
- o. The APARTMENT COMPLEX doing business as “Avery Park,” a multi-dwelling residential apartment complex generally located at 2000 Clay Bank Rd, Fairfield, California 94533.
- p. The APARTMENT COMPLEX doing business as “AVION,” a multi-dwelling residential apartment complex generally located at 3250 Laurelhurst Drive, Rancho Cordova, California 95670.
- q. The APARTMENT COMPLEX doing business as “Bay Vista,” a multi-dwelling residential apartment complex generally located at 470 Central Ave, Alameda, California 94501.
- r. The APARTMENT COMPLEX doing business as “Beachwalk,” a multi-dwelling residential apartment complex generally located at 234 S Voluntario St, Santa Barbara, California 93103.
- s. The APARTMENT COMPLEX doing business as “Bella Vista,” a multi-dwelling residential apartment complex generally located at 1500 Vista Club Circle, Santa Clara, California 95054.
- t. The APARTMENT COMPLEX doing business as “Bennington,” a multi-dwelling residential apartment complex generally located at 2780 N Texas St, Fairfield, California 94533.
- u. The APARTMENT COMPLEX doing business as “Beverly Park Senior,” a multi-dwelling residential apartment complex generally located at 1071 S. La Cienega Blvd, Los Angeles, California 90035.

- 1 v. The APARTMENT COMPLEX doing business as “Bridges at San Ramon,” a multi-
2 dwelling residential apartment complex generally located at 309 Springfield Drive,
3 San Ramon, California 94583.
- 4 w. The APARTMENT COMPLEX doing business as “Brio on Broadway,” a multi-
5 dwelling residential apartment complex generally located at 1636 Broadway Street,
6 Fresno, California 93721.
- 7 x. The APARTMENT COMPLEX doing business as “Camden Village,” a multi-
8 dwelling residential apartment complex generally located at 38000 Camden Street,
9 Fremont, California 94536.
- 10 y. The APARTMENT COMPLEX doing business as “Casa Arroyo,” a multi-dwelling
11 residential apartment complex generally located at 405 Rancho Arroyo Parkway,
12 Fremont, California 94536.
- 13 z. The APARTMENT COMPLEX doing business as “Casa De Luna,” a multi-dwelling
14 residential apartment complex generally located at 5175 N Fresno Street, Fresno,
15 California 93710.
- 16 aa. The APARTMENT COMPLEX doing business as “Casa Del Sol Apartment,” a multi-
17 dwelling residential apartment complex generally located at 5155 N Fresno Street,
18 Fresno, California 93710.
- 19 bb. The APARTMENT COMPLEX doing business as “Cedar Ridge,” a multi-dwelling
20 residential apartment complex generally located at 2105 East Ave. J-8, Lancaster,
21 California 93535.
- 22 cc. The APARTMENT COMPLEX doing business as “Chaparral,” a multi-dwelling
23 residential apartment complex generally located at 38441 5th St. West, Palmdale,
24 California 93551.
- 25 dd. The APARTMENT COMPLEX doing business as “Chatham Village,” a multi-
26 dwelling residential apartment complex generally located at 16331 McFadden Ave.,
27 Tustin, California 92780.
- 28 ee. The APARTMENT COMPLEX doing business as “City Walk,” a multi-dwelling
residential apartment complex generally located at 4215 Vineland Avenue, North
Hollywood, California 91602.
- ff. The APARTMENT COMPLEX doing business as “City Walk Apartment Homes,” a
multi-dwelling residential apartment complex generally located at 1412 San Pascual
St, Santa Barbara, California 93101.
- gg. The APARTMENT COMPLEX doing business as “Coral Court,” a multi-dwelling
residential apartment complex generally located at 1491 Detroit Avenue, Concord,

1 California 94520.

- 2 hh. The APARTMENT COMPLEX doing business as “Costa Azule Senior,” a multi-
3 dwelling residential apartment complex generally located at 10829 Fulton Wells Ave,
4 Santa Fe Springs, California 90670.
- 5 ii. The APARTMENT COMPLEX doing business as “Cotton Wood,” a multi-dwelling
6 residential apartment complex generally located at 6500 Cotton Wood Circle, Dublin,
7 California 94568.
- 8 jj. The APARTMENT COMPLEX doing business as “Crocker Oaks,” a multi-dwelling
9 residential apartment complex generally located at 8000 Painted Desert Way,
10 Roseville, California 95747.
- 11 kk. The APARTMENT COMPLEX doing business as “Desert Oasis,” a multi-dwelling
12 residential apartment complex generally located at 38260 5th Street E, Palmdale,
13 California 93550.
- 14 ll. The APARTMENT COMPLEX doing business as “Echo Pointe,” a multi-dwelling
15 residential apartment complex generally located at 4300 Echo Court, La Mesa,
16 California 91941.
- 17 mm. The APARTMENT COMPLEX doing business as “Elevate Long Beach,” a
18 multi-dwelling residential apartment complex generally located at 225 W 3rd Street,
19 Long Beach, California 90802.
- 20 nn. The APARTMENT COMPLEX doing business as “Enclave,” a multi-dwelling
21 residential apartment complex generally located at 3081 N Main Street, Walnut Creek,
22 California 94597.
- 23 oo. The APARTMENT COMPLEX doing business as “Estancia,” a multi-dwelling
24 residential apartment complex generally located at 1720 E. D Street, Ontario,
25 California 91764.
- 26 pp. The APARTMENT COMPLEX doing business as “Foothill Villas,” a multi-dwelling
27 residential apartment complex generally located at 2631 W 2nd Street, San
28 Bernardino, California 92410.
- 29 qq. The APARTMENT COMPLEX doing business as “Galleria Townhomes & Casa
30 Galleria,” a multi-dwelling residential apartment complex generally located at 4422
31 W. 172nd Street, Lawndale, California 90260.
- 32 rr. The APARTMENT COMPLEX doing business as “Glasdore Lofts,” a multi-dwelling
33 residential apartment complex generally located at 30 Dore Street, San Francisco,
34 California 94103.

- 1 ss. The APARTMENT COMPLEX doing business as “Greenleaf,” a multi-dwelling
2 residential apartment complex generally located at 27495 Manon Avenue, Hayward,
3 California 94544.
- 4 tt. The APARTMENT COMPLEX doing business as “Hampshire,” a multi-dwelling
5 residential apartment complex generally located at 570 Hampshire Ave, Redwood
6 City, California 94063.
- 7 uu. The APARTMENT COMPLEX doing business as “Harbor Cove,” a multi-dwelling
8 residential apartment complex generally located at 900 E Hillsdale Blvd, Foster City,
9 California 94404.
- 10 vv. The APARTMENT COMPLEX doing business as “Harborside Marina Bay,” a multi-
11 dwelling residential apartment complex generally located at 14015 West Tahiti Way,
12 Marina Del Rey, California 90292.
- 13 ww. The APARTMENT COMPLEX doing business as “Harmony Gates,” a multi-
14 dwelling residential apartment complex generally located at 5220 Harmony, North
15 Hollywood, California 91601.
- 16 xx. The APARTMENT COMPLEX doing business as “Harvest Ridge,” a multi-dwelling
17 residential apartment complex generally located at 1388 E. Palomar Street, Chula
18 Vista, California 91913.
- 19 yy. The APARTMENT COMPLEX doing business as “Hawthorn Village,” a multi-
20 dwelling residential apartment complex generally located at 3663 Solano Ave, Napa,
21 California 94558.
- 22 zz. The APARTMENT COMPLEX doing business as “Hazeltine,” a multi-dwelling
23 residential apartment complex generally located at 7250 Hazeltine Avenue, Van Nuys,
24 California 91405.
- 25 aaa. The APARTMENT COMPLEX doing business as “Heratage Park Escondido
26 Senior,” a multi-dwelling residential apartment complex generally located at 2549 E
27 Valley Parkway, Escondido, California 92027.
- 28 bbb. The APARTMENT COMPLEX doing business as “Heritage Park Livermore,”
a multi-dwelling residential apartment complex generally located at 1089 Bluebell
Drive, Livermore, California 94551.
- ccc. The APARTMENT COMPLEX doing business as “Heritage Village Anaheim
Senior,” a multi-dwelling residential apartment complex generally located at 707 W
Santa Ana Street, Anaheim, California 92805.
- ddd. The APARTMENT COMPLEX doing business as “Hillside Terrace,” a multi-
dwelling residential apartment complex generally located at 3262 College Place,

1 Lemon Grove, California 91945.

2 eee. The APARTMENT COMPLEX doing business as “Hollywood View Towers,”
3 a multi-dwelling residential apartment complex generally located at 5724 Hollywood
4 Blvd, Hollywood, California 90028.

5 fff. The APARTMENT COMPLEX doing business as “Horizon,” a multi-dwelling
6 residential apartment complex generally located at 2414 N Tustin Ave, Santa Ana,
7 California 92705.

8 ggg. The APARTMENT COMPLEX doing business as “Huntington Breeze,” a
9 multi-dwelling residential apartment complex generally located at 16171 Springdale
10 Street, Huntington Beach, California 92649.

11 hhh. The APARTMENT COMPLEX doing business as “Imperial Tower,” a multi-
12 dwelling residential apartment complex generally located at 333 J Street, Sacramento,
13 California 95814.

14 iii. The APARTMENT COMPLEX doing business as “Jefferson Sola,” a multi-dwelling
15 residential apartment complex generally located at 10920 Garfield Avenue, South
16 Gate, California 90280.

17 jjj. The APARTMENT COMPLEX doing business as “Juniper,” a multi-dwelling
18 residential apartment complex generally located at 9190 Blue Point Ln, Sacramento,
19 California 95826.

20 kkk. The APARTMENT COMPLEX doing business as “Kendallwood,” a multi-
21 dwelling residential apartment complex generally located at 10522 Santa Gertrudes
22 Avenue, Whittier, California 90603.

23 ll. The APARTMENT COMPLEX doing business as “Kittridge Villas,” a multi-dwelling
24 residential apartment complex generally located at 18303 Kittridge Street, Reseda,
25 California 91335.

26 mmm. The APARTMENT COMPLEX doing business as “La Vina,” a multi-dwelling
27 residential apartment complex generally located at 4601 Gerrilyn Way, Livermore,
28 California 94550.

nnn. The APARTMENT COMPLEX doing business as “Lakeside,” a multi-
dwelling residential apartment complex generally located at 4170 Springlake Drive,
San Leandro, California 94578.

ooo. The APARTMENT COMPLEX doing business as “Lakeview Village,” a
multi-dwelling residential apartment complex generally located at 3115 Sweetwater
Springs Blvd, Spring Valley, California 91978.

1 ppp. The APARTMENT COMPLEX doing business as “Lantern Lofts,” a multi-
2 dwelling residential apartment complex generally located at 1168 Folsom St, San
3 Francisco, California 94103.

4 qqq. The APARTMENT COMPLEX doing business as “Legacy At Westglen,” a
5 multi-dwelling residential apartment complex generally located at 1151 Sonora Ave,
6 Glendale, California 91201.

7 rrr. The APARTMENT COMPLEX doing business as “Links at Westridge,” a multi-
8 dwelling residential apartment complex generally located at 25330 Silver Aspen Way,
9 Valencia, California 91381.

10 sss. The APARTMENT COMPLEX doing business as “Longhorn Pavillio,” a multi-
11 dwelling residential apartment complex generally located at 36523 25th Street East,
12 Palmdale, California 93550.

13 ttt. The APARTMENT COMPLEX doing business as “Los Feliz Bliss,” a multi-dwelling
14 residential apartment complex generally located at 4646 Los Feliz Blvd, Los Angeles,
15 California 90027.

16 uuu. The APARTMENT COMPLEX doing business as “Luxe at Burbank,” a multi-
17 dwelling residential apartment complex generally located at 1731 Rogers Place,
18 Burbank, California 91504.

19 vvv. The APARTMENT COMPLEX doing business as “Madrid,” a multi-dwelling
20 residential apartment complex generally located at 28401 Los Alisos Blvd, Mission
21 Viejo, California 92692.

22 www. The APARTMENT COMPLEX doing business as “Magnolia Villas,” a multi-
23 dwelling residential apartment complex generally located at 5250 Harmony Avenue
24 #106, North Hollywood, California 91601.

25 xxx. The APARTMENT COMPLEX doing business as “Mcinnis Park,” a multi-
26 dwelling residential apartment complex generally located at 10-90 North Avenue, San
27 Rafael, California 94903.

28 yyy. The APARTMENT COMPLEX doing business as “Meadowood,” a multi-
 dwelling residential apartment complex generally located at 788 Springwood Street,
 Corona, California 92882.

 zzz. The APARTMENT COMPLEX doing business as “Mendocino,” a multi-
 dwelling residential apartment complex generally located at 1521 Mendocino Dr,
 Concord, California 94521.

 aaaa. The APARTMENT COMPLEX doing business as “Millennium South Bay,” a
 multi-dwelling residential apartment complex generally located at 12530 Crenshaw

1 Blvd, Hawthorne, California 90250.

2 bbbb. The APARTMENT COMPLEX doing business as “Miramonte and Trovas,” a
3 multi-dwelling residential apartment complex generally located at 4850 Natomas
4 Blvd, Sacramento, California 95835.

5 cccc. The APARTMENT COMPLEX doing business as “Mission 1,” a multi-
6 dwelling residential apartment complex generally located at 5530 Mission Street, San
7 Francisco, California 94112.

8 dddd. The APARTMENT COMPLEX doing business as “Monterey Station
9 Apartments,” a multi-dwelling residential apartment complex generally located at 180
10 Monterey Ave, Pomona, California 91767.

11 eeee. The APARTMENT COMPLEX doing business as “Nantucket,” a multi-
12 dwelling residential apartment complex generally located at 1600 Nantucket Circle,
13 Santa Clara, California 95054.

14 ffff. The APARTMENT COMPLEX doing business as “Natomas Park,” a multi-
15 dwelling residential apartment complex generally located at 1850 Club Center Drive,
16 Sacramento, California 95835.

17 gggg. The APARTMENT COMPLEX doing business as “Nob Hill Place,” a multi-
18 dwelling residential apartment complex generally located at 1155 Jones Street, San
19 Francisco, California 94109.

20 hhhh. The APARTMENT COMPLEX doing business as “Oasis Anaheim,” a multi-
21 dwelling residential apartment complex generally located at 3530 E La Palma Avenue,
22 Anaheim, California 92806.

23 iiiii. The APARTMENT COMPLEX doing business as “Ome Apartments,” a multi-
24 dwelling residential apartment complex generally located at 663 Clementina Street,
25 San Francisco, California 94103.

26 jjjj. The APARTMENT COMPLEX doing business as “Pacific Pines,” a multi-dwelling
27 residential apartment complex generally located at 930 Casanova Ave, Monterey,
28 California 93940.

kkkk. The APARTMENT COMPLEX doing business as “Pacific Place Apartments,”
a multi-dwelling residential apartment complex generally located at 2665 Geneva Ave,
Daly City, California 94014.

llll. The APARTMENT COMPLEX doing business as “Palisades at Sierra Del Oro,” a
multi-dwelling residential apartment complex generally located at 2300 Palisades
Drive, Corona, California 92882.

1 mmmm. The APARTMENT COMPLEX doing business as “Palmdale Desert Club,” a
2 multi-dwelling residential apartment complex generally located at 37902 20th Street
East, Palmdale, California 93550.

3 nnnn. The APARTMENT COMPLEX doing business as “Panomar,” a multi-
4 dwelling residential apartment complex generally located at 1100 Pacific Marina,
Alameda, California 94501.

5 oooo. The APARTMENT COMPLEX doing business as “Parc Claremont,” a multi-
6 dwelling residential apartment complex generally located at 1826 W Arrow Route,
7 Upland, California 91786.

8 pppp. The APARTMENT COMPLEX doing business as “Parcwood,” a multi-
9 dwelling residential apartment complex generally located at 1700 Via Pacifica,
Corona, California 92882.

10 qqqq. The APARTMENT COMPLEX doing business as “Park Hacienda,” a multi-
11 dwelling residential apartment complex generally located at 5650 Owens Drive,
12 Pleasanton, California 94588.

13 rrrr. The APARTMENT COMPLEX doing business as “Park Hill,” a multi-
14 dwelling residential apartment complex generally located at 1747 Lincoln Avenue,
San Rafael, California 94901.

15 ssss. The APARTMENT COMPLEX doing business as “Park Tower,” a multi-
16 dwelling residential apartment complex generally located at 20353 Park Way, Castro
17 Valley, California 94546.

18 tttt. The APARTMENT COMPLEX doing business as “Parkside Commons,” a multi-
19 dwelling residential apartment complex generally located at 900 143rd Avenue, San
Leandro, California 94578.

20 uuuu. The APARTMENT COMPLEX doing business as “Parkside Villa,” a multi-
21 dwelling residential apartment complex generally located at 1650 Park Lane, Fairfield,
California 94533.

22 vvvv. The APARTMENT COMPLEX doing business as “Parkwood,” a multi-
23 dwelling residential apartment complex generally located at 2450 Peach Tree Dr,
24 Fairfield, California 94533.

25 wwww. The APARTMENT COMPLEX doing business as “Portola Redlands,” a
26 multi-dwelling residential apartment complex generally located at 1250 N University
St., Redlands, California 92374.

27 xxxx. The APARTMENT COMPLEX doing business as “Premier,” a multi-dwelling
28 residential apartment complex generally located at 44150 35th Street West, Lancaster,

1 California 93536.

2 yyyy. The APARTMENT COMPLEX doing business as “Radford,” a multi-dwelling
3 residential apartment complex generally located at 5330 Radford Ave, Valley Village,
4 California 91607.

5 zzzz. The APARTMENT COMPLEX doing business as “Rio Vista,” a multi-
6 dwelling residential apartment complex generally located at 1190 West San Ysidro
7 Boulevard, San Diego, California 92173.

8 aaaaa. The APARTMENT COMPLEX doing business as “Ritch Street,” a multi-
9 dwelling residential apartment complex generally located at 246 Ritch Street, San
10 Francisco, California 94107.

11 bbbbb. The APARTMENT COMPLEX doing business as “River Bank,” a multi-
12 dwelling residential apartment complex generally located at 4433 Continental Way,
13 Stockton, California 95207.

14 ccccc. The APARTMENT COMPLEX doing business as “Rockwell Manor,” a multi-
15 dwelling residential apartment complex generally located at 693 E. Tabor Ave,
16 Fairfield, California 94533.

17 ddddd. The APARTMENT COMPLEX doing business as “Roscoe,” a multi-dwelling
18 residential apartment complex generally located at 20234 Roscoe Blvd, Winnetka,
19 California 91306.

20 eeeee. The APARTMENT COMPLEX doing business as “Rosenberg,” a multi-
21 dwelling residential apartment complex generally located at 306 Mendocino Ave,
22 Santa Rosa, California 95401.

23 fffff. The APARTMENT COMPLEX doing business as “Sagebrush 1,” a multi-
24 dwelling residential apartment complex generally located at 715 W. Milling Street,
25 Lancaster, California 93534.

26 ggggg. The APARTMENT COMPLEX doing business as “San Clemente
27 Beachwalk,” a multi-dwelling residential apartment complex generally located at 211
28 W Marquita, San Clemente, California 92672.

hhhhh. The APARTMENT COMPLEX doing business as “Sanbreeze Apartment,” a
multi-dwelling residential apartment complex generally located at 1881 Baker St.,
Seaside, California 93955.

iiii. The APARTMENT COMPLEX doing business as “Seapointe,” a multi-
dwelling residential apartment complex generally located at 1380 Village Way, Costa
Mesa, California 92626.

1 jjjjj. The APARTMENT COMPLEX doing business as “Serra Monte Ridge,” a
2 multi-dwelling residential apartment complex generally located at 862 Campus Drive,
3 Daly City, California 94015.

4 kkkkk. The APARTMENT COMPLEX doing business as “Serrano,” a multi-dwelling
5 residential apartment complex generally located at 1536 N. Serrano Ave, Los Angeles,
6 California 90027.

7 lllll. The APARTMENT COMPLEX doing business as “Shadow Ridge,” a multi-
8 dwelling residential apartment complex generally located at 3699 Barnard Dr,
9 Oceanside, California 92056.

10 mmmmm. The APARTMENT COMPLEX doing business as “Sierra Del Oro,” a multi-
11 dwelling residential apartment complex generally located at 1456 Serfas Club Drive,
12 Corona, California 92882.

13 nnnnn. The APARTMENT COMPLEX doing business as “Solis Garden,” a multi-
14 dwelling residential apartment complex generally located at 145 Lund Avenue,
15 Hayward, California 94544.

16 ooooo. The APARTMENT COMPLEX doing business as “Solstice,” a multi-dwelling
17 residential apartment complex generally located at 27467 Manon Avenue, Hayward,
18 California 94544.

19 ppppp. The APARTMENT COMPLEX doing business as “Sommerset,” a multi-
20 dwelling residential apartment complex generally located at 591 Peabody Road,
21 Vacacille, California 95687.

22 qqqqq. The APARTMENT COMPLEX doing business as “Stevenson Manor,” a
23 multi-dwelling residential apartment complex generally located at 1230 N Cole
24 Avenue #119, Los Angeles, California 90038.

25 rrrrr. The APARTMENT COMPLEX doing business as “Studio Arnaz,” a multi-
26 dwelling residential apartment complex generally located at 320 S. Arnaz Dr., Los
27 Angeles, California 90048.

28 sssss. The APARTMENT COMPLEX doing business as “Studio City Hills,” a multi-
dwelling residential apartment complex generally located at 10913 Fruitland Dr,
Studio City, California 91604.

 ttttt. The APARTMENT COMPLEX doing business as “Studio City Midrise,” a
multi-dwelling residential apartment complex generally located at 4176 Arch Dr,
Studio City, California 91604.

 uuuuu. The APARTMENT COMPLEX doing business as “Summerwood,” a multi-
dwelling residential apartment complex generally located at 21701 Foothill Blvd,

1 Hayward, California 94514.

2 vvvvv. The APARTMENT COMPLEX doing business as “Sun Valley,” a multi-
3 dwelling residential apartment complex generally located at 1400 Contra Costa Blvd,
4 Pleasant Hill, California 94523.

5 wwwww. The APARTMENT COMPLEX doing business as “Sunrose,” a multi-dwelling
6 residential apartment complex generally located at 1325 Santa Rita E, Chula Vista,
7 California 91913.

8 xxxxx. The APARTMENT COMPLEX doing business as “Sunset Pines,” a multi-
9 dwelling residential apartment complex generally located at 1770 Adelaide St.,
10 Concord, California 94520.

11 yyyyy. The APARTMENT COMPLEX doing business as “Sur Apartments,” a multi-
12 dwelling residential apartment complex generally located at 2927 Marconi Avenue,
13 Sacramento, California 95821.

14 zzzzz. The APARTMENT COMPLEX doing business as “Tempo At Riverapark,” a
15 multi-dwelling residential apartment complex generally located at 450 Forest Park
16 Blvd, Oxnard, California 93036.

17 aaaaa. The APARTMENT COMPLEX doing business as “Terra Nova,” a multi-
18 dwelling residential apartment complex generally located at 440 East H Street, Chula
19 Vista, California 91910.

20 bbbbbb. The APARTMENT COMPLEX doing business as “The Atrium,” a multi-
21 dwelling residential apartment complex generally located at 3733 Gibson Rd, El
22 Monte, California 91731.

23 ccccc. The APARTMENT COMPLEX doing business as “The Bluffs,” a multi-
24 dwelling residential apartment complex generally located at 10801 Lemon Ave,
25 Rancho Cucamonga, California 91737.

26 ddddd. The APARTMENT COMPLEX doing business as “The Boulevard,” a multi-
27 dwelling residential apartment complex generally located at 20600 Ventura
28 Boulevard, Los Angeles, California 91364.

eeeeee. The APARTMENT COMPLEX doing business as “The Cape,” a multi-
dwelling residential apartment complex generally located at 250 E Ave R, Palmdale,
California 93550.

ffffff. The APARTMENT COMPLEX doing business as “The Carlyle,” a multi-
dwelling residential apartment complex generally located at 4500 Carlyle Street, Santa
Clara, California 95054.

1 gggggg. The APARTMENT COMPLEX doing business as “The Charleston,” a multi-
2 dwelling residential apartment complex generally located at 4337 Norwood Ave,
3 Sacramento, California 95838.

4 hhhhhh. The APARTMENT COMPLEX doing business as “The Crescent At West
5 Hollywood,” a multi-dwelling residential apartment complex generally located at 1274
6 N Crescent Heights Blvd, West Hollywood, California 90046.

7 iiiiii. The APARTMENT COMPLEX doing business as “The Grand at 5746,” a
8 multi-dwelling residential apartment complex generally located at 5746 Burchard Ave,
9 Los Angeles, California 90034.

10 jjjjjj. The APARTMENT COMPLEX doing business as “The Heights On Superior,”
11 a multi-dwelling residential apartment complex generally located at 9710 Zelzah
12 Avenue, Los Angeles, California 91325.

13 kkkkkk. The APARTMENT COMPLEX doing business as “The Kodo,” a multi-
14 dwelling residential apartment complex generally located at 2867 Sunset Place, Los
15 Angeles, California 90005.

16 llllll. The APARTMENT COMPLEX doing business as “The Link,” a multi-
17 dwelling residential apartment complex generally located at 3909 San Fernando Road,
18 Glendale, California 91204.

19 mmmmmm. The APARTMENT COMPLEX doing business as “The Parc at 1300,”
20 a multi-dwelling residential apartment complex generally located at 1300 Delaware
21 Street, Berkeley, California 94702.

22 nnnnnn. The APARTMENT COMPLEX doing business as “The Parker,” a multi-
23 dwelling residential apartment complex generally located at 4640 Arden Way, El
24 Monte, California 91731.

25 oooooo. The APARTMENT COMPLEX doing business as “The Pinnacle At Nob
26 Hill,” a multi-dwelling residential apartment complex generally located at 899 Pine
27 Street, San Francisco, California 94108.

28 pppppp. The APARTMENT COMPLEX doing business as “The Reniassance At City
Center,” a multi-dwelling residential apartment complex generally located at 21800 S
Avalon Blvd, Carson, California 90745.

qqqqqq. The APARTMENT COMPLEX doing business as “The Ridge At San Diego,”
a multi-dwelling residential apartment complex generally located at 4665 Home Ave,
San Diego, California 92105.

rrrrrr. The APARTMENT COMPLEX doing business as “The Springs,” a multi-
dwelling residential apartment complex generally located at 7511 N. First Street,

1 Fresno, California 93720.

2 ssssss. The APARTMENT COMPLEX doing business as “The Square,” a multi-
3 dwelling residential apartment complex generally located at 12535 Brookshire Ave,
4 Downey, California 90242.

5 tttttt. The APARTMENT COMPLEX doing business as “The Timbers,” a multi-
6 dwelling residential apartment complex generally located at 25200 Santa Clara Street,
7 Hayward, California 94544.

8 uuuuuu. The APARTMENT COMPLEX doing business as “The Villas At Rowland
9 Heights,” a multi-dwelling residential apartment complex generally located at 18600
10 Colima Road, Rowland Heights, California 91748.

11 vvvvvv. The APARTMENT COMPLEX doing business as “The Woodlands,” a multi-
12 dwelling residential apartment complex generally located at 2025 W El Camino
13 Avenue, Sacramento, California 95833.

14 wwwwww. The APARTMENT COMPLEX doing business as “Tribeca,” a multi-
15 dwelling residential apartment complex generally located at 3201 Yorba Linda
16 Boulevard, Fullerton, California 92831.

17 xxxxxx. The APARTMENT COMPLEX doing business as “Truckee's Coburn
18 Crossing,” a multi-dwelling residential apartment complex generally located at 10551
19 East Jibboom Street, Unit 108, Truckee, California 96161.

20 yyyyyy. The APARTMENT COMPLEX doing business as “Tuscany Village,” a multi-
21 dwelling residential apartment complex generally located at 1701 East D Street,
22 Ontario, California 91764.

23 zzzzzz. The APARTMENT COMPLEX doing business as “UCA,” a multi-dwelling
24 residential apartment complex generally located at 2404 Nutwood Avenue, Fullerton,
25 California 92831.

26 aaaaaa. The APARTMENT COMPLEX doing business as “UCE,” a multi-dwelling
27 residential apartment complex generally located at 600 Langsdorf Drive, Fullerton,
28 California 92831.

bbbbbb. The APARTMENT COMPLEX doing business as “Union South Bay,” a
multi-dwelling residential apartment complex generally located at 615 E Carson
Street, Carson, California 90745.

cccccc. The APARTMENT COMPLEX doing business as “Verdugo Mesa,” a multi-
dwelling residential apartment complex generally located at 4269 Verdugo Road, Los
Angeles, California 90065.

1 dddddd. The APARTMENT COMPLEX doing business as “Villa De Guadalupe,” a
2 multi-dwelling residential apartment complex generally located at 2151 Plaza De
Guadalupe, San Jose, California 95116.

3 eeeeeee. The APARTMENT COMPLEX doing business as “Villa Hermosa,” a multi-
4 dwelling residential apartment complex generally located at 1608 W Jefferson Blvd,
5 Los Angeles, California 90018.

6 fffffff. The APARTMENT COMPLEX doing business as “Villa La Jolla,” a multi-
7 dwelling residential apartment complex generally located at 734 La Jolla St, Placentia,
California 92870.

8 ggggggg. The APARTMENT COMPLEX doing business as “Villa Raymond,” a multi-
9 dwelling residential apartment complex generally located at 455 N. Raymond Avenue
#101, Pasadena, California 91103.

10 hhhhhhh. The APARTMENT COMPLEX doing business as “Village Green,” a multi-
11 dwelling residential apartment complex generally located at 2122 W Chestnut Street,
12 San Bernardino, California 92410.

13 iiiiiii. The APARTMENT COMPLEX doing business as “Village Oaks CA,” a
14 multi-dwelling residential apartment complex generally located at 15773 High Knoll
Drive, Chino Hills, California 91709.

15 jjjjjjj. The APARTMENT COMPLEX doing business as “Villas At Anaheim Villas,”
16 a multi-dwelling residential apartment complex generally located at 124 N. Tustin
Ave, Anaheim, California 92807.

17 kkkkkkk. The APARTMENT COMPLEX doing business as “Villas At Parkside,” a
18 multi-dwelling residential apartment complex generally located at 381 West Hawkeye
19 Avenue, Turlock, California 95380.

20 lllllll. The APARTMENT COMPLEX doing business as “Vista La Rosa,” a multi-
21 dwelling residential apartment complex generally located at 2002 Rimbey Avenue,
22 San Diego, California 92154.

23 mmmmmmm. The APARTMENT COMPLEX doing business as “Vivante,” a multi-
24 dwelling residential apartment complex generally located at 26609 Gading Road,
Hayward, California 94544.

25 nnnnnnn. The APARTMENT COMPLEX doing business as “Volta On Pine,” a multi-
26 dwelling residential apartment complex generally located at 635 Pine Avenue, Long
27 Beach, California 90802.

28 ooooooo. The APARTMENT COMPLEX doing business as “Weddington Mid-Rise,” a
multi-dwelling residential apartment complex generally located at 11911 Weddington

Street, Valley Village, California 91607.

ppppppp. The APARTMENT COMPLEX doing business as “Woodside Place,” a multi-dwelling residential apartment complex generally located at 2033 Latham Street, Mountain View, California 94040.

qqqqqqq. The APARTMENT COMPLEX doing business as “Wyandotte,” a multi-dwelling residential apartment complex generally located at 14630 Wyandotte St, Van Nuys, California 91405.

12. AMC and the DOE defendants are collectively referred to herein as “Defendants.”

13. Upon information and belief, all putative plaintiffs resided in California at the time their cause of action accrued, more than two-thirds of putative plaintiffs continue to reside in California, all injuries complained of herein occurred within California, and all defendants are headquartered in California, own property in California and primarily do business within California.

14. Upon information and belief, each defendant herein has uniformity of employees, offices, officers, management, ownership, and legal representation with each other defendant, such that Defendants operated a joint and integrated enterprise.

15. Plaintiff are informed and believe, and thereupon aver, that Defendants are closely held companies or partnerships that commingle their funds and other assets with all other Defendants; do not maintain formal, adequate, discrete corporate records in distinction from all other Defendants; have identical or overlapping officers and directors as all other Defendants; use the same offices and business locations as all other Defendants; employ the same employees and attorneys as all other Defendants; lack adequate separate capitalization; are in the same business and venture, for the benefit of the same ultimate shareholders and members, as all other Defendants; do not maintain arm’s-length relationships with all other Defendants; and share and provide labor, services, capital, revenue, real estate and/or management services with/for all other Defendants.

16. Plaintiff are informed and believe and thereupon aver that DOES 1 through 100 are other natural persons, corporations, limited-liability companies, general partnerships, limited partnerships, limited-liability partnerships, trusts, unincorporated associations, and/or other entities of any kind or character who have incurred liability to Plaintiff (and/or to one or more members of the Plaintiff Class) in relation to the transactions and/or occurrences that are the subject of this

1 Complaint, or who have any interest in the subject of this Complaint.

2 17. Except as may be described here, Plaintiff are yet uninformed of the true names,
3 capacities and nature and extent of participation in the course of conduct alleged here of the persons
4 sued as DOES 1 through 100 inclusive. Plaintiff are yet uninformed of the nature and extent of any
5 interest that the persons sued as DOES 1 through 100 inclusive may have in the subject of the
6 Complaint. Plaintiff therefore sue these defendants by fictitious names. Plaintiff will amend this
7 complaint to allege the true names and capacities of the DOE defendants when ascertained.

8 18. Upon information and belief, each of the Defendants named here, including DOES 1–
9 100 and their alter egos, are joint tortfeasors, in joint enterprise, co-conspirators, and acting within the
10 scope of their agency and their actual and apparent authority to conduct themselves in the manner
11 herein complained.

12 19. Upon information and belief, each of the Defendants named here, including DOES 1–
13 100 and their alter egos, acted as an owner, principal, agent, employer, employee, joint employer,
14 joint venturer, franchisor, franchisee, shareholder, director, member, co-conspirator, shell, conduit,
15 master, or partner of each other, and at all times were acting within the scope and course and in
16 pursuance of their or its agency, employment, joint employment, joint venture, franchise, partnership,
17 common and joint enterprise, or actual or apparent authority in concert with each other.

18 20. Upon information and belief, each of the Defendants named here, including DOES 1–
19 100 and their alter egos, are individually, jointly and severally liable to Plaintiff and the Plaintiff
20 class because each Defendant directly or indirectly, or through an agent or employee, actually,
21 proximately and vicariously caused injury to Plaintiff as described here.

22 21. Upon information and belief, the acts and omissions of each Defendant named herein,
23 including DOES 1–100 and their alter egos, contributed to the acts and omissions of every other
24 Defendant in proximately causing the complaints, injuries, and damages alleged. Defendants
25 approved of, condoned, and/or otherwise ratified each of the acts or omissions complained of.
26 Defendants aided and abetted the acts and omissions of each other Defendant, including DOES 1–100
27 and their alter egos, in proximately causing the complaints, injuries, and damages alleged.

28 ///

1 **GENERAL ALLEGATIONS**

2 22. AMC is a real estate property management company that manages an expansive
3 empire of residential apartment complexes in California. As ultimate beneficiary of a significant
4 percentage of the rents collected from residential tenants at the approximately 174 APARTMENT
5 COMPLEXES it manages in California, AMC not only realizes rental income from tens of thousands
6 of residential tenants, but also from AMC's standard operating procedures, practices and policies of
7 charging tenants unlawful late fees and unlawfully retaining the security deposits of its current and
8 former tenants in bad faith, by fraudulently overcharging tenants amounts against their security
9 deposits for unsubstantiated, unnecessary, or unperformed work, including work which is either not
10 supported by statutorily required documentation or not the obligation of the departing tenant under
11 California law. AMC received immediate monetary benefit from these unlawful practices and gained
12 ongoing and future monetary benefit in the form of client acquisition and client retention as a result
13 of AMC's unlawful policies and practices as described herein.

14 23. As the sixth largest apartment complex property management company in the United
15 States, AMC directly manages, controls, and oversees all aspects of the income and expenses
16 generated at each of the APARTMENT COMPLEXES, including the security deposits and late fees.
17 According to AMC's own publication, in order to manage all aspects of these APARTMENT
18 COMPLEXES, including administration of late fees and retention of security deposits, AMC
19 employs numerous regional managers who directly supervise on-site property managers concerning
20 every aspect of property performance, from market rents to expense control.

21 24. AMC has a property inspection protocol that includes monthly and quarterly exterior
22 inspections of each of the APARTMENT COMPLEXES by AMC's assigned and controlled Manager
23 and Maintenance Supervisor. Per AMC's uniform policies, these inspections document any
24 deficiencies, which are in turn noted and addressed. Additionally, AMC inspects all individual units
25 at each APARTMENT COMPLEX on at least a bi-annual basis. AMC's inspections include
26 preventative maintenance. The general condition of the unit is noted by AMC, and notices are sent by
27 AMC to tenants if any housekeeping or lease violation issues are noted.

28 25. AMC's controlled Managers and Service Managers also inspect all units at the

1 APARTMENT COMPLEXES before tenants move in and move out, reporting all findings to AMC's
2 Regional Managers. Additionally, AMC's Regional Property Managers themselves are required to
3 directly inspect any unit at the APARTMENT COMPLEXES vacant longer than thirty days, in
4 addition to random weekly inspections. AMC uniformly and systematically audits all aspects of
5 property management at the APARTMENT COMPLEXES.

6 26. AMC's Regional Property Managers also conduct several audits per year to ensure
7 consistent handling of resident files and resident accounts — including late fee and security deposit
8 administration. AMC monitors all risk management logs including unit turn tracking. These audits
9 are done on a monthly and quarterly basis. AMC's accounting department also performs monthly
10 audits of a random assortment of invoices for uniformity in all areas, including vendor names, vendor
11 compliance, invoice numbers, invoice totals, and invoice coding.

12 27. To uniformly manage all APARTMENT COMPLEXES, AMC also utilizes uniform
13 on-site property management software programs including AIM, Yardi and ResMan. These software
14 programs provide AMC with comprehensive databases of relevant information, including prospect
15 tracking, resident demographics, payment history, accounts receivable and accounts payable detail,
16 budget control and maintenance issues, and property financial results. AIM, ResMan and Yardi have
17 been uniformly interfaced with AMC's customized accounting system to provide AMC with the most
18 current financial and resident data available across the APARTMENT COMPLEXES.

19 28. All resident rental receipt processing is accomplished exclusively by AMC through
20 AIM, Yardi, ResMan or other specified on-site property management software programs
21 implemented and controlled by AMC. Information, including all resident transactions, move-in and
22 move-out statements and data, resident demographics and security deposit refunds, are initially
23 processed by each of AMC's controlled and supervised on-site managers and instantaneously made
24 visible to AMC's Regional Managers and accounting through a uniform comprehensive reporting
25 system within the AIM, Yardi or ResMan systems. The flexibility of these standardized AMC
26 systems allows AMC to track revenues, expenses, security deposits and late fees, and provides
27 significant history detail for AMC's review and audit purposes. Additionally, AMC directly collects
28 all rent payments and late fees from tenants at its APARTMENT COMPLEXES through AMC's

1 uniform online portal at www.amcrentpay.com.

2
3 **Unlawful Security Deposit Retention:**

4 29. The Civil Code sets forth requirements for the treatment of security deposits upon
5 termination of a residential lease. Section 1950.5(b) provides that a landlord may only use a security
6 deposit to satisfy charges against a former tenant for: (1) rent in arrears; (2) repairs exclusive of wear
7 and tear; (3) cleaning required to bring the leasehold back to the condition it was in when the tenant
8 accepted the tenancy; and (4) “to remedy future defaults by the tenant in any obligation under the
9 rental agreement to restore, replace, or return personal property or appurtenances” if provided for in
10 the lease.

11 30. Section 1950.5(g)(1) requires that the balance of security deposits and an itemization
12 of their disposition must be provided to the departing tenant within 21 days of vacating the leasehold.
13 More specifically, section 1950.5(g)(1) provides that, no later than 21 calendar days after the tenant
14 vacates the premises, the landlord “shall furnish the tenant, by personal delivery or by first-class mail,
15 postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any
16 security received and the disposition of the security, and shall return any remaining portion of the
17 security to the tenant.”

18 31. Section 1950.5(g)(2) describes the substantiation required to be sent to former tenants
19 for charges levied against security deposits – a reasonable description of work performed by
20 employees including hours worked and hourly rate charged; and, for work by vendors, copies of
21 invoices and receipts from the vendors who performed work.

22 32. Civil Code section 1950.5(g)(2)(B) provides that the landlord must also include copies
23 of documents substantiating the charges incurred and deducted by the landlord to repair or clean the
24 premises; specifically, the “landlord shall provide the tenant a copy of the bill, invoice, or receipt
25 supplied by the person or entity performing the work.”¹

26
27 ¹ The “receipt requirement” of Civ. Code § 1950.5(g)(2) is excepted only when deductions for
28 cleaning and repairs combined do not exceed \$125.

1 33. Civil Code section 1950.5(g)(2)(A) provides: “If the landlord or landlord's employee
2 did the work, the itemized statement shall reasonably describe the work performed. The itemized
3 statement shall include the time spent and the reasonable hourly rate charged.” AMC’s itemizations
4 and other documentation sent to former tenants, commonly referred to as “Move-out Statements,” by
5 universal, standard operating procedure and policy do not satisfy any of the requirements as set forth
6 in section 1950.5(g)(2).

7 34. Section 1950.5(m) provides that no portion of a security deposit may be deemed non-
8 refundable by operation of the lease.

9 35. Defendants in this action systematically, uniformly, and in bad faith have violated the
10 Civil Code to the detriment of thousands of Californians over many years by charging for repairs,
11 replacement, and cleaning that were never done; a practice obscured by intentionally failing to
12 itemize and substantiate repairs, replacement and cleaning by code, if they were done. As such, these
13 former California tenants of Defendants have each been deprived of some or all of their security
14 deposits which Defendants were legally obligated to return to its tenants at the conclusion of their
15 respective leases.

16 36. AMC directs all tenants of the APARTMENT COMPLEXES to send their complaints,
17 concerns, rent checks and security deposits to AMC, its employees, agents, and/or co-conspirators.
18 Defendants unlawfully retain former tenants’ security deposits via AMC’s standardized practice and
19 policy of billing former tenants for normal wear and tear; and, charging former tenants fees for labor
20 and services that were not performed, not required, and moreover not substantiated by documentation
21 as required under California law. These excessive, unsubstantiated, unwarranted, unenforceable,
22 unlawful and/or fraudulent charges, and the subsequent withholding of security deposits from these
23 former tenants and the efforts to collect these charges over and above the security deposits, form the
24 gravamen of this Complaint.

25 37. Defendants’ unreasonable, excessive, unlawful, unenforceable and/or unsubstantiated
26 charges made against former tenants’ security deposits often exceed the amount of the deposit held
27 by Defendants. When this occurs, Defendants cause a bill, and sometimes a collections notice, to be
28 sent to former tenants, knowing that the monies claimed are based upon fraudulent, unreasonable,

1 excessive, unlawful, unenforceable and/or unsubstantiated move-out charges. Additionally,
2 Defendants apply these same standardized processes to avoid repayment of some or all of the former
3 tenants' security deposit and/or retaining some or all of the former tenants' security deposit beyond
4 the 21-day period mandated by California law. This conduct has resulted in damages to Plaintiff and
5 other former tenants of the APARTMENT COMPLEXES both through the nonpayment of full
6 security deposit amounts owed to tenants within 21-days of move-out and through the collection of
7 such amounts and by the reporting of such alleged debts to third-parties, defaming former tenants,
8 damaging their credit and impairing their ability to rent other apartments.

9 38. AMC's standard operating procedures for the administration of its former tenants'
10 security deposits uniformly and systematically violates Civil Code sections 1950.5(g)(1) and (g)(2).
11 AMC, as a matter of standard policy and practice, does not send bills, receipts, or invoices from the
12 third-party vendors it alleges performed work on the vacated premises. AMC, as a matter of standard
13 policy and practice, does not describe the work allegedly performed on the leasehold in the manner
14 required by code. Instead, it fails to provide statements and uses unlawfully vague descriptions—a
15 uniform practice designed to obfuscate the work, if any, performed on a leasehold, who performed
16 the work, and the cost and/or labor of the work with the intention of wrongfully maximizing security
17 deposit retention. By uniform and standard operating procedure, it is impossible to determine, in
18 contravention of law, if the work AMC allegedly performed or paid to be performed on the leasehold
19 was actually performed—either by a vendor or an in-house employee. AMC's practices also make
20 it impossible for the former tenants, including Plaintiff to tell what amounts, if any, were lawfully
21 withheld from their security deposit.

22 39. Worse still, pursuant to AMC's uniform standard operating procedure, when certain
23 uniform predetermined circumstances exist, AMC does not even provide its former tenants at the
24 APARTMENT COMPLEXES a legally compliant Move-out Statement. AMC does not provide
25 them any itemized statement indicating what amount and scope of deductions were made from the
26 former tenant's security deposit, does not provide any receipts, invoices or bills supporting any
27 deductions, and does not return the full security deposit to the former tenant within 21 days of move-
28 out, less lawful substantiated deductions.

1
2 **Unlawful Late Fees:**

3 40. In addition to the forgoing, Defendants systematically, uniformly, and in bad faith
4 have violated the Civil Code to the detriment of thousands of Californians over many years by
5 creating and maintaining a uniform late rent fee policy and practice across all of their California
6 residential rental properties. Defendants' policy and practice is to charge tenants a late fee for the
7 payment of any portion of rent that is late – even if Defendants incurred no damages (other than,
8 potentially, a few cents of lost interest) as a result of the late payment. (Defendants' late fee penalties
9 are hereinafter referred to as the "Excessive Late Fee(s).") Defendant has never substantiated the
10 amount of fees it charges. As such, these Excessive Late Fees bare no reasonable relation to the
11 damages actually incurred, are usurious, violate the civil code, and are otherwise unlawful and
12 unenforceable under California law. Defendants' Excessive Late Fee Policy forms the basis of the
13 Excessive Late Fee Class.

14 41. As such, Defendants charged an unreasonable penalty that is void under California
15 law. The unreasonableness of the late fee penalty is further demonstrated by the fact that Defendants
16 charge these fees whether the rent is one day late or two weeks late and whether the outstanding
17 balance is \$25 or \$2,000. Defendants' policy and practice of charging Excessive Late Fees violates
18 Civil Code § 1671(d), and it is additionally an unlawful business act or practice which causes
19 Plaintiff and other tenants' financial injury, and is therefore prohibited by California's Unfair
20 Competition Law, Business and Professions Code § 17200, et seq. (hereinafter referred to as the
21 "UCL"). It is also an unfair business act or practice in violation of the UCL. Plaintiff brings this
22 action to challenge Defendants' Excessive Late Fee policy and practice on behalf of themselves and
23 all other similarly situated residents of Defendants' residential rental properties in California.

24 42. California law establishes a presumption that "the detriment caused by the breach of an
25 obligation to pay money only, is deemed to be the amount due by the terms of the obligation, with interest
26 thereon." Cal. Civ. Code § 3302. Defendants' Excessive Late Fees represent exorbitant interest rates for
27 tenants' failure to pay the amount of rent or other charges due. Defendants' late fees exceed any reasonable
28 measure of Defendants' actual damages sustained as a result of their tenants' late rent payments, the maximum

1 extent of which is interest, and the pro rata administrative costs related to collecting and accounting for late
2 payments. In order to be valid under California law, the amount of late fees in a residential lease must
3 represent the result of a reasonable endeavor by the parties to estimate a fair average compensation for any loss
4 that may be sustained only upon the showing that the amount of actual damages sustained is impractical or
5 extremely difficult to fix. Absent these elements, the late fees provision is void. *Orozco v. Casimiro* (2004)
6 121 Cal. App. 4th Supp. 7. 31. Defendants' late fee is an arbitrary amount which functions as a penalty. Any
7 marginal interest accumulated or other damages that Defendants' sustain due to the delay in rent payments are
8 definite and easily ascertainable. On information and belief, Defendants' have never made a reasonable
9 endeavor to estimate a fair average compensation for the losses sustained when a tenant pays rent late, as
10 required for a liquidated damages provision under California Civil Code § 1671(d) to be enforceable.

11
12 **Plaintiff Rosa Navarro:**

13 43. Plaintiff ROSA NAVARRO is a former tenant of Defendants, formerly residing at the
14 following APARTMENT COMPLEX: The Bay Vista Apartments, at 470 Central Avenue, Alameda,
15 CA 94501, unit number 18. Ms. NAVARRO leased the apartment from Defendants beginning in or
16 about May 2021. Ms. NAVARRO's lease with Defendants required a security deposit of
17 approximately more than \$2,000 when she moved in on or about May 2021.

18 44. Ms. NAVARRO vacated her leased premises at the Bay Vista Apartments on or about
19 May 22, 2022. She never received any statutorily required Move-out Statement, notice or itemized
20 statement regarding the disposition of her security deposit at that time, nor did she receive any bills,
21 receipts, invoices, or other documentation from any third-party vendor who may have allegedly
22 performed any repairs, cleaning or replacements to the unit Ms. NAVARRO vacated. In fact, no
23 such notice, statement, invoice, bill, or other document evidencing any amounts that were deducted
24 from Ms. NAVARRO's security deposit were ever sent to Ms. NAVARRO within 21 days after
25 vacating her unit at Bay Vista Apartments.

26 45. Not only did Ms. NAVARRO not receive any statutorily required notice, itemized
27 statement, invoices, bills, receipts, or other documents related to the disposition of her security
28 deposit within 21 days upon vacating, to date she still has never received any such records. And, to

1 date, Defendants have retained Ms. NAVARRO's entire security deposit, despite her numerous
2 efforts to receive repayment of her security deposit, as described in greater detail below.

3 46. On or about May 22, 2022, Ms. NAVARRO vacated the premises. On or about June
4 1, 2022, Ms. NAVARRO called and texted AMC's manager to inquire about the status of her security
5 deposit. AMC informed Ms. NAVARRO that its manager was unavailable but would call her back
6 later. AMC's manager did not return Ms. NAVARRO's call.

7 47. On or about June 10, 2022, Ms. NAVARRO called again. She also emailed AMC
8 management about the estimated arrival time for her security deposit check, stating: "I am reaching
9 out because I have not heard back regarding my deposit." Later that day, Ms. NAVARRO texted
10 AMC's manager, stating that she just sent another short email "because I have not heard back. Please
11 look into [this]. Thanks." AMC's manager confirmed via text AMC's receipt of her emails and
12 promised to respond by the following day. AMC's manager did not respond.

13 48. On June 14, 2022, Ms. NAVARRO again called AMC inquiring about her security
14 deposit and reminding AMC that it still had not responded to her prior texts and emails. AMC finally
15 responded, stating, "Can you please provide us with your new address so we can mail you the
16 deposit." That same date, Ms. NAVARRO emailed AMC her address in Oakland, California, where
17 the security deposit should be mailed.

18 49. On June 15, 2022, Ms. NAVARRO emailed AMC's her mailing address a second
19 time. Afterwards, she called AMC's manager. He refused to take her call and texted that he was
20 unavailable.

21 50. On June 22, 2022, approximately 30 days after she had vacated the premises, Ms.
22 NAVARRO followed up with AMC's manager via text: "checking on update of deposit[.] was that
23 mailed out."

24 51. On June 23, 2022, after hearing nothing from AMC, Ms. NAVARRO asked AMC
25 again via email whether the deposit had yet been forwarded to her Oakland, California address that
26 she had previously provided AMC twice before. In response, AMC feigned ignorance: "thank you
27 for your new address." AMC stated it would reach out to its accounting department to "inquire about
28 [her] deposit." AMC further stated, "We will update you tomorrow when we hear back from them."

1 Unsurprisingly, the following day came and went, but still AMC provided Ms. NAVARRO with no
2 update.

3 52. On June 29, 2022, Ms. NAVARRO followed up again: “I am emailing once more I
4 have not heard from you about the deposit.”

5 53. On June 30, 2022, about 38 days after vacating the premises, after receiving no
6 updates from AMC for over a week, Ms. NAVARRO again texted AMC’s manager: “regarding the
7 deposit have not heard from the office can you please check for me thanks.” AMC’s manager gave
8 another excuse: “I will check your mail box today incase the check was mailed to your unit at bay
9 vista.” In reality, AMC had no reason to believe that a security deposit check was ever mailed to Ms.
10 NAVARRO’s Bay Vista apartment because she had not lived there in over a month; AMC used this
11 as an excuse to further delay payment and thwart Ms. NAVARRO’S recovery of her security deposit.
12 AMC continued to provide Ms. NAVARRO with no update regarding the whereabouts of her
13 security deposit.

14 54. On July 2, 2022, Ms. NAVARRO again emailed AMC to inform it that “it has now
15 been past the 21 days after I moved out and I have not been forwarded my deposit.” In this email,
16 Ms. NAVARRO also reaffirmed her Oakland, California address (for a fourth time), and asked for
17 AMC to call her regarding her security deposit “as soon as possible.”

18 55. On July 5, 2022, 44 days after Ms. NAVARRO had vacated her unit at Bay Vista
19 Apartments, she again texted AMC to inquire about her security deposit: “Hello again, sorry to bother
20 you but can I get the main office number so I can contact them directly. I feel awful that I keep
21 texting you about the matter. But still nothing yet.” In response, AMC dodged Ms. NAVARRO’s
22 request by stating, “I’ll contact our accountant to see what’s going on.”

23 56. On July 6, 2022, Ms. NAVARRO again called and texted AMC’s management asking
24 for an update. She was again told AMC would call her back. AMC did not.

25 57. On July 12, 2022, Ms. NAVARRO again followed up with AMC regarding the status
26 of her deposit check. This time, AMC told her that according to AMC’s accounting department “the
27 check wasn’t cashed so [they] reissued a new check for you on Friday [July 8, 2022].”

28 58. On July 26, 2022, Ms. NAVARRO again called and texted AMC, stating “reaching

1 out to you regarding my deposit. I need [you] to provide me with information. I was told it would be
2 forwarded many times and till today I have not heard from your office. I have a legal right to know.
3 I need an answer.” That same date, Ms. Navarro also emailed AMC, stating that she had emailed and
4 called multiple times about her deposit, and that AMC told her that it would be forwarded to her
5 Oakland, California address, but that she still has not received it. She further requested “an
6 explanation and honest response” from AMC. However, in response, AMC again claimed that its
7 accountant reissued the security deposit check and mailed it to Ms. NAVARRO at her Oakland,
8 California address. AMC stated Ms. NAVARRO should expect to finally receive the check at the
9 end of the week. AMC never mailed the check. AMC never sent her any lawful itemized statement
10 either.

11 59. As of the time of the filing of this civil complaint, more than 198 days have passed
12 since Ms. NAVARRO vacated her apartment at Bay Vista Apartments. AMC still has not returned to
13 Ms. NAVARRO her security deposit, nor any portion thereof. Nor has AMC sent Ms. NAVARRO
14 any itemized statement, invoice, receipt or bill of any kind for any deduction from her security
15 deposit.

16 60. In addition to the forgoing, pursuant to AMC’s Excessive Late Fee Policy, on information
17 and belief, Ms. DAVIS was charged by Defendants approximately \$100 for each instance when her
18 rent was paid late, regardless of the amount or number of days late. Defendants never waived nor
19 refunded any of the late fees Defendants charged Plaintiff pursuant to its uniform Excessive Late Fee
20 Policy.

21
22 **CLASS ACTION ALLEGATIONS:**

23 61. Plaintiff re-alleges and incorporates by reference the allegations of all preceding
24 paragraphs.

25 62. Plaintiff brings this action as a class action pursuant to California Civil Code of
26 Procedure § 382 on behalf of herself and all other similarly situated persons in the Classes, which are
27 composed of and defined as follows, excepting only individuals against whom or in whose favor a
28 final judgment has already been rendered with respect to the defendant(s):

- 1 a. **Unsubstantiated-Charges Class:** All former residents of Defendants’ California
2 properties whose leaseholds terminated between December 9, 2018 to the date of trial,
3 and who had at least \$125 of their security deposit retained for, inter alia, cleaning,
4 repairs and/or replacements combined (the “Plaintiff Class.”).
- 5 b. **Excessive Late Fee Class:** All current and former residents of Defendants’ California
6 Properties who were subject to Defendants’ Excessive Late Fee policy at any time
7 between December 9, 2018 and the date of trial.

8 63. Plaintiff reserves the right to amend this Class and to add any number of subclasses.

9 The Court should permit this action to be maintained as a class action pursuant to California Code of
10 Civil Procedure section 382 because:

- 11 a. **Numerosity:** The Plaintiff Class is so numerous that the individual joinder of all
12 members is impracticable. Plaintiff is informed and believes that there are more than
13 20,000 class members in total and a sufficiently numerous amount in the proposed
14 class.
- 15 b. **Common Questions Predominate:** Common questions of law and fact exist as to all
16 members of the class that predominate over any questions that affect only individual
17 members. These common questions of law and fact include:
- 18 i. Whether Defendants enacted policies or engaged in a pattern and practice in
19 violation of Civil Code section 1950.5(g)(1) of failing to return any remaining
20 portion of the security deposits to the respective former tenants within 21
21 calendar days after the tenant vacates the premises.
- 22 ii. Whether Defendants enacted policies or engaged in a pattern and practice in
23 violation of Civil Code section 1950.5(g)(1) of failing to provide itemized
24 statements detailing charges for repairs or cleaning deducted from security
25 deposits of its former tenants within 21 days of move out.
- 26 iii. Whether Defendants enacted policies or engaged in a pattern and practice of
27 failing to provide copies of vendor-supplied bills, receipts or invoices for
28 repairs or cleaning deducted from security deposits of its former tenants within

- 1 21 days of move out.
- 2 iv. Whether Defendants’ uniform security deposit itemizations satisfy the
- 3 requirements for any alleged “employee performed work” on vacated
- 4 leaseholds under Civil Code section 1950.5(g)(2)(A).
- 5 v. Whether Defendants’ uniform security deposit itemizations satisfy the
- 6 requirements for any alleged “vendor performed work” on vacated leaseholds
- 7 under Civil Code section 1950.5(g)(2).
- 8 vi. Whether Defendants, by operation of law, are barred from seeking recovery for
- 9 amounts which could legitimately have been charged at move out due to their
- 10 systematic and bad faith violation of Civil Code section 1950.5 and other
- 11 equitable or statutory provisions of law.
- 12 vii. Whether any and all Defendants are liable to each former tenant who is a class
- 13 member for punitive and/or treble damages for bad-faith retention of security
- 14 deposits under Civil Code section 1950.5(l).
- 15 viii. Whether *Granberry v. Islay Investments* 9 Cal. 4th 738 mandates that the
- 16 Defendant return all of the security deposit retained from the Plaintiff Class for
- 17 its uniform violation of Civil Code section 1950.5.
- 18 ix. Whether Defendants’ policy and practice of charging a late fee resulted in
- 19 Defendants’ charging a late fee that was excessive.
- 20 x. Whether Defendants late fee policy was ever validated by engaging in a
- 21 reasonable endeavor to estimate a fair average compensation for any
- 22 substantiated loss by showing that the amount of actual damages sustained is
- 23 impractical or extremely difficult to fix.
- 24 xi. The appropriate measure of class-wide legal and/or equitable relief.
- 25 c. **Typicality:** Plaintiff’s claims are typical of those of the Plaintiff Class. Plaintiff and
- 26 all Plaintiff Class members sustained injuries and damages arising from Defendants’
- 27 common policies, practices and course of conduct, and those injuries and damages
- 28 were caused directly by the Defendants’ wrongful conduct in violation of law as

1 alleged.

2 d. **Adequacy of Representation:** Plaintiff will fairly and adequately protect the interest
3 of the members of the Plaintiff Class. Plaintiff has no interests adverse to the interests
4 of absent class members. Plaintiff has retained counsel adequate to prosecute the case
5 for the entire class.

6 e. **Superiority:** A class action is superior to other available means for the fair and
7 efficient adjudication of this controversy since individual joinder of all members of the
8 class is impracticable; class action treatment will permit a large number of similarly
9 situated persons to prosecute their common claims in a single forum simultaneously,
10 efficiently, and without the unnecessary duplication of effort and expense that
11 numerous individual actions would engender. Furthermore, because Defendants are
12 expected to contend that any individual's damages may be relatively small, the
13 expense and burden of individual litigation make it difficult or impossible for
14 individual class members to redress the wrongs done to them, while an important
15 public interest will be served by addressing the matter as a class action. The cost to the
16 judicial system of individual adjudication would be substantial and present the
17 potential for inconsistent or contradictory judgments. In addition, individual actions
18 give Defendants too many opportunities to take advantage of unrepresented tenants at
19 a summary proceeding without access to substantial discovery, as discovery is not
20 available in small claims court.

21 64. Plaintiff is unaware of any difficulties that are likely to be encountered in the
22 management of this action that would preclude its maintenance as a class action.

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1 **FIRST CLAIM FOR RELIEF**

2 **Unlawful Retention of Residential Security Deposits**

3 **(California Civil Code § 1950.5)**

4 **(Against all Defendants)**

5 65. Plaintiff re-alleges and incorporates by reference the allegations of all preceding
6 paragraphs.

7 66. This cause of action is brought against Defendants on behalf of Plaintiff and the
8 Plaintiff Class.

9 67. Defendants charged unsubstantiated cleaning, repair, replacement, and/or painting fees
10 to Plaintiff and the Plaintiff Class upon the termination of their leasehold and deducted these charges
11 from their security deposits.

12 68. Defendants did not provide a copy of an itemized statement indicating the basis for,
13 and the amount of, any security received and the disposition of the security within 21 days of
14 Plaintiff's and the Plaintiff Class' vacating the respective leased premises owned and managed by
15 Defendants.

16 69. Defendants did not provide the requisite substantiation of the charges against
17 Plaintiff's and the Plaintiff Class' security deposits as required under Civil Code section
18 1950.5(g)(2).

19 70. Defendants, as a result of these charges, unlawfully retained some or all of Plaintiff's
20 and the Plaintiff Class' security deposits.

21 71. Defendants further retained some or all of the Plaintiff's and the Plaintiff Class'
22 security deposit beyond 21 calendar days after vacating the premises.

23 72. Defendants engaged in the above-described misconduct in bad faith.

24 73. As a direct and proximate cause of Defendants' conduct, Plaintiff and the Plaintiff
25 Class suffered damages.

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1 **SECOND CLAIM FOR RELIEF**

2 **Unlawful Liquidated Damages**

3 **(California Civil Code § 1671)**

4 **(Against all Defendants)**

5 74. Plaintiff re-alleges and incorporates by reference the allegations of all preceding
6 paragraphs.

7 75. Defendants rented real property to Plaintiff and Class Members for use as dwellings
8 by Plaintiff and Class Members subject to California Civil Code § 1671(c)(2).

9 76. California Civil Code § 1671(d) provides that “a provision in a contract liquidating
10 damages for the breach of the contract is void except that the parties to such a contract may agree
11 therein upon an amount which shall be presumed to be the amount of damage sustained by a breach
12 thereof, when, from the nature of the case, it would be impracticable or extremely difficult to fix the
13 actual damage.”

14 77. Any damages Defendants’ sustained as a result of Plaintiff’s and Class Members’ late
15 payment of rent is neither impracticable nor extremely difficult to fix. Neither is Defendant’s late rent
16 fee the result of a reasonable effort to estimate fair compensation for Defendants’ actual damages
17 sustained due to their late receipt of rent from Plaintiff or Class Members. Defendants’ late rent fee
18 is usurious, unreasonable, excessive, and voidable under California law.

19 78. Defendants’ Excessive Late Fees are accordingly unlawful pursuant to California Civil
20 Code § 1671(d). Plaintiff and Class Members are entitled to restitution of all fees Defendants have
21 collected from tenants for the late payment of rent or other outstanding balances, as well as interest
22 and other relief as specifically prayed for herein.

23 79. As a direct and proximate cause of Defendants’ conduct, Plaintiff suffered damages.

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1 **THIRD CLAIM FOR RELIEF**

2 **Restitution as a Remedy for “Unfair Competition”**

3 **(California Business and Professions Code §§ 17200, *et seq.*)**

4 **(Against All Defendants)**

5 80. Plaintiff re-alleges and incorporates by reference the allegations of all preceding
6 paragraphs.

7 81. This cause of action is brought against Defendants on behalf of Plaintiff and the
8 Plaintiff Class.

9 82. Pursuant to section 17200 of the California Business and Professions Code, “any
10 unlawful, unfair or fraudulent business act or practice” constitutes “unfair competition.”

11 83. The violations of the California Civil Code and other wrongdoing alleged herein
12 constitute unlawful, unfair and/or fraudulent business acts and practices, and therefore “unfair
13 competition,” for the purposes of section 17200 of the California Business and Professions Code.
14 Among other violations, Defendants’ collections and attempted collections of amounts over and
15 above a retained security deposit are unlawful, all entitling Plaintiff and the Plaintiff Class to
16 restitution under the UCL.

17 84. Likewise, Defendants’ deduction from the Plaintiff’s and the Plaintiff Class’
18 respective security deposits without timely providing Plaintiff and the Class legally competent
19 itemized descriptions of the repairs, replacement or cleaning purportedly performed by Defendants
20 constitutes an unlawful, unfair and/or fraudulent business practice. Similarly, Defendants’ failure to
21 furnish the statutorily required itemized statement, receipts, invoices, bills and other substantiating
22 records within 21 days, and Defendants’ failure to return any remaining portion of the security
23 deposits to the Plaintiff and Plaintiff Class within 21 calendar days after the tenant vacates the
24 premises was unfair and unlawful. Defendants’ deduction from the Plaintiff’s and the Plaintiff Class’
25 respective security deposits without timely providing Plaintiff and the Class third-party vendor
26 invoices for all repairs, replacement, and/or cleaning purportedly performed by third party vendors
27 constitutes an unlawful, unfair and/or fraudulent business practice.

28 85. Defendants’ policy and practice of charging unsubstantiated late fees without first

1 engaging in a reasonable endeavor to estimate a fair average compensation for any substantiated loss
2 by showing that the amount of actual damages sustained is impractical or extremely difficult to fix
3 render the late fee charges unfair and unlawful. Defendants' late fee charges to Plaintiff and the
4 Plaintiff Class were arbitrary, excessive, and unreasonable charges in violation of statute and,
5 therefore, are unfair and unlawful.

6 86. Plaintiff and the Plaintiff Class have suffered financial injury in fact and have lost
7 money and/or property as a result of such unfair competition.

8 87. The facts set forth establish that the Plaintiff and the members of the Plaintiff Class are
9 entitled to judgment over and against Defendants and all of them, jointly and severally, awarding
10 restitution to the Plaintiff and the Plaintiff Class of all monies acquired by means of the described
11 unfair competition, including wrongfully withheld security deposits and associated penalties, and
12 wrongfully charged unlawful and unfair late fees.

13 88. Plaintiff and the Plaintiff Class are further entitled to declaratory and injunctive relief
14 determining the rights and obligations in dispute among the Parties and an order mandating
15 Defendants adhere to the mandates of law with respect to their security deposit accounting practices.

16
17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of themselves and other members of Plaintiff Class, pray:

19 89. For actual damages sustained by Plaintiff and the Plaintiff Class members, including
20 but not limited to, unlawfully retained security deposits; any amounts paid to Defendants over and
21 above what was retained of their respective security deposits for unreasonable and unsubstantiated
22 charges at move-out; plus any other amounts collected from Class members in connection with their
23 leasehold termination for purported repairs, replacements, painting, carpet replacement or cleaning,
24 accelerated rent, rental concession charge-backs, and any other charges collected in violation of law.

25 90. For return of the entirety of all Plaintiff's and the Plaintiff Class' security deposits
26 retained by Defendants;

27 91. For return of the entirety of all Plaintiff's and the Plaintiff Class' late fees paid to
28 Defendants;

- 1 92. For penalties available pursuant to Civil Code section 1950.5 *et seq.*;
- 2 93. For penalties available pursuant to Civil Code section 3345;
- 3 94. For restitution for violation of Business and Professions Code sections 17200 *et seq.*;
- 4 95. For pre-judgment interest;
- 5 96. For attorney’s fees and expenses recoverable under law, including, without limitation,
- 6 Code of Civil Procedure 1021.5;
- 7 97. For costs, including class action notice and administration expenses;
- 8 98. For injunctive relief against Defendants’ conduct, including an injunction:
- 9 a. Requiring Defendants to issue proper itemizations of security deposits as required
- 10 b. Requiring Defendants to provide a third-party documentation for every cleaning,
- 11 c. Prohibiting Defendants from charging any fees against residential security deposits
- 12 d. To declare all alleged outstanding balances owed by class members invalid and
- 13 e. prohibit collection thereupon.
- 14 99. For declaratory relief, declaring that outstanding balances alleged owed by the
- 15 100. For all other appropriate declaratory and equitable relief; and
- 16 101. Any other relief that this Court deems just.
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23 Dated: December 8, 2022

HOGUE & BELONG

24 By: Tyler J. Belong

25 JEFFREY L. HOGUE, ESQ.

26 TYLER J. BELONG, ESQ.

27 OCTAVIO VELARDE, ESQ.

28 Attorneys for Plaintiff

JURY DEMAND

1
2 Plaintiff and ROES 1 through 100, individually and on behalf of the other members of the
3 Plaintiff Class, hereby demand trial by jury of all issues triable by a jury, pursuant to applicable law,
4 including, but not necessarily limited to Article I, ¶ 16 of the California Constitution, and/or § 592 of
5 the California Code of Civil Procedure.

6
7 Dated: December 8, 2022

HOGUE & BELONG

8 By: Tyler J. Belong

9 JEFFREY L. HOGUE, ESQ.
10 TYLER J. BELONG, ESQ.
11 OCTAVIO VELARDE, ESQ.
12 Attorneys for Plaintiff
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