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8 Attorneys for Plaintiffs and all others similarly situated.

9  
10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF CONTRA COSTA – CONTRA COSTA SUPERIOR COURT

12 KIARA ROSS individually, and on behalf of all  
13 others similarly situated; and ROES 1 through 100  
14 inclusive;

15 Plaintiffs,

16 v.

17 SEQUOIA EQUITIES, INCORPORATED, a  
18 California Corporation; SEQUOIA EQUITIES –  
19 ALIZE, A CALIFORNIA LIMITED  
20 PARTNERSHIP a California Limited Partnership,  
21 SEQUOIA EQUITIES - ALTA LOMA, A  
22 CALIFORNIA LIMITED PARTNERSHIP, a  
23 California Limited Partnership, SEQUOIA  
24 EQUITIES-CROSS POINTE, A CALIFORNIA  
25 LIMITED PARTNERSHIP, a California Limited  
26 Partnership, SEQUOIA GLEN PARTNERS, A  
27 CALIFORNIA LIMITED PARTNERSHIP, a  
28 California Limited Partnership, LA VALENCIA  
APARTMENTS, LTD., a California Limited  
Partnership, SEQUOIA EQUITIES – CONCORD  
PC LLC, a California Limited Liability Company,  
POINTE BENICIA – SHADOW OAKS  
INVESTORS A CALIFORNIA LIMITED  
PARTNERSHIP, a California Limited  
Partnership, SEQUOIA EQUITIES IRON POINT,  
A CALIFORNIA LIMITED PARTNERSHIP, a

Case No.:

[Imaged File]

**CLASS ACTION**

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

**JURY DEMAND**

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

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

1 California Limited Partnership, SEQUOIA  
2 EQUITIES – PALOMA, A CALIFORNIA  
3 LIMITED PARTNERSHIP, a California Limited  
4 Partnership, SEQUOIA EQUITIES – HIDDEN  
5 HILLS, A CALIFORNIA LIMITED  
6 PARTNERSHIP, a California Limited  
7 Partnership, SEQUOIA EQUITIES – NIGUEL  
8 SUMMIT, A CALIFORNIA LIMITED  
9 PARTNERSHIP, a California Limited  
10 Partnership, SEQUOIA EQUITIES – MILL  
11 SPRINGS, A CALIFORNIA LIMITED  
12 PARTNERSHIP, a California Limited  
13 Partnership, PLUM TREE LLC, a California  
14 Limited Liability Company, MARTINEZ  
15 REGENCY PARK LIMITED PARTNERSHIP, a  
16 California Limited Partnership, MABURY  
17 RIDGECREST LLC, a California Limited  
18 Liability Company, RUTHERFORD VALLEY  
19 RIDGE LLC, a Delaware Limited Liability  
20 Company, FOUNTAINS PARAGON LLC, a  
21 California Limited Liability Company,  
22 RUTHERFORD 17 MILE LP, a California  
23 Limited Partnership, SEQUOIA EQUITIES –  
24 PARK CENTRAL, A CALIFORNIA LIMITED  
25 PARTNERSHIP, a California Limited  
26 Partnership, SEQUOIA EQUITIES –  
27 FAIRWAYS, A CALIFORNIA LIMITED  
28 PARTNERSHIP, a California Limited  
Partnership, SEQUOIA EQUITIES –  
INNSBROOK VILLAGE LTD. A CALIFORNIA  
LIMITED PARTNERSHIP, a California Limited  
Partnership, SEQUOIA EQUITIES – SHALIKO,  
A CALIFORNIA LIMITED PARTNERSHIP, a  
California Limited Partnership, KOTLIER  
ERNEST M, an Individual, SHELTER COVE  
APARTMENTS, LTD., a California Limited  
Partnership, SEQUOIA EQUITIES – VENU, A  
CALIFORNIA LIMITED PARTNERSHIP, a  
California Limited Partnership, SEQUOIA  
EQUITIES – HIDDEN LAKE, A CALIFORNIA  
LIMITED PARTNERSHIP, a California Limited  
Partnership, FOUNTAINS ARTISAN LLC, a  
California Limited Liability Company, RLD  
EVIVA LLC, a California Limited Liability  
Company, FOUNTAINS WOLF RANCH LLC, a  
California Limited Liability Company, DLC

1 SACRAMENTO LLC, a California Limited  
2 Liability Company, SEQUOIA EQUITIES –  
3 LARKSPUR WOODS, A CALIFORNIA  
4 LIMITED PARTNERSHIP, a California Limited  
5 Partnership, GREENERY ROSEWALK LLC, a  
6 California Limited Liability Company, SE-  
7 SHADOW RIDGE LLC, a California Limited  
8 Liability Company, SEQUOIA EQUITIES-  
9 RIVER OAKS, A CALIFORNIA LIMITED  
10 PARTNERSHIP, a California Limited  
11 Partnership, FLORA LLC VELOCITY, a  
12 California Limited Liability Corporation,  
13 SEQUOIA EQUITIES – ATRIUM LLC, a  
14 California Limited Liability Company,  
15 BALLENA VILLAGE LLC, a California Limited  
16 Liability Company, CCD BALLENA LLC, a  
17 California Limited Liability Company, TOWER  
18 ALAMEDA LLC, a California Limited Liability  
19 Company, GARDEN COURT APARTMENTS,  
20 LLC, a California Limited Liability Company,  
21 PLC 3, LP, a California Limited Partnership,  
22 FULLER PROPERTIES, LLC, a California  
23 Limited Liability Company, QUAIL HILL  
24 APARTMENTS, LLC, a California Limited  
25 Liability Company, BON AIRE APARTMENTS,  
26 LLC, a California Limited Liability Company,  
27 MT. VIEW APARTMENTS, LLC, a California  
28 Limited Liability Company, KILLARNEY  
PROPERTIES, A CALIFORNIA LIMITED  
PARTNERSHIP, a California Limited  
Partnership, BEL BROOK APARTMENTS, A  
CALIFORNIA LIMITED PARTNERSHIP, a  
California Limited Partnership, BERE ISLAND  
PROPERTIES I, LLC, a California Limited  
Liability Company, BERE ISLAND  
PROPERTIES II, LLC, a California Limited  
Liability Company, BERE ISLAND  
PROPERTIES III, LLC, a California Limited  
Liability Company, PENTAGON  
APARTMENTS, LLC, a California Limited  
Liability Company, CORONADO  
APARTMENTS, LLC, a California Limited  
Liability Company, FREMONT ARMS  
APARTMENTS, LLC, a California Limited  
Liability Company, PARKWAY APARTMENRS,  
LLC, a California Limited Liability Company,

1 PINEBROOK APARTMENTS, LLC, a California  
2 Limited Liability Company, RAMBLEWOOD  
3 APARTMENTS, LLC, a California Limited  
4 Liability Company, CORAL GARDENS  
5 APARTMENTS, LLC, a California Limited  
6 Liability Company, SE VILLA PALMS LLC, a  
7 California Limited Liability Company,  
8 ALDERWOOD PARK APARTMENTS, LLC, a  
9 California Limited Liability Company,  
10 BISCAYNE APARTMENTS, LLC, a California  
11 Limited Liability Company, JUNCTION  
12 AVENUE, LLC, a California Limited Liability  
13 Company, CREEKSIDE APARTMENT  
14 INVESTORS, LLC, a Delaware Limited Liability  
15 Company, PEPPERTREE APARTMENTS, LLC,  
16 a California Limited Liability Company,  
17 MARINA HAVEN APARTMENTS, LLC, a  
18 California Limited liability Company, MARINA  
19 PLAZA APARTMENTS, LLC, a California  
20 Limited Liability Company, SUMMERHILL  
21 TERRACE APARTMENTS FUND IV, LLC, a  
22 California Limited Liability Company, BAYFAIR  
23 EAST APARTMENT FUND VI, LLC, a  
24 California Limited Liability Company, SPRING  
25 ROSA CORPORATION, a California Stock  
26 Corporation, SANDPIPER VILLAGE LLC, a  
27 California Limited Liability Company; and DOES  
28 1 through 500, inclusive.

Defendants.

1 Plaintiff avers:

2 **JURISDICTION**

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

18 4. This Court has jurisdiction over each of the defendants because upon information  
19 and belief, each defendant is either a citizen of California, has sufficient minimum contacts in  
20 California, or otherwise intentionally avails itself of the California market so as to render the  
21 exercise of jurisdiction over it by the California courts consistent with traditional notions of fair  
22 play and substantial justice.

23 5. Venue as to SEQUOIA is proper in this judicial district under California Code of  
24 Civil Procedure sections 395(a) and 395.5 as a portion of the acts complained of herein occurred in  
25 the County of Contra Costa. The injuries to Plaintiff occurred in the County of Contra Costa.  
26 SEQUOIA either owns, maintains offices, transacts business, has an agent or agents within the  
27 Contra Costa, or otherwise is found within the County of Contra Costa.

28 ///



1 purpose entities (“SPEs”)<sup>1</sup>.

2 12. SEQUOIA, in bad faith, retains residential security deposits from its tenants in  
3 violation of California law which forms the gravamen of the instant suit. Pursuant to design,  
4 SEQUOIA has centralized security deposit administration of the APARTMENT COMPLEXES by  
5 tasking the umbrella entity, SEQUOIA, with developing and administering security deposit  
6 procedures and policies and practices uniformly across all SPEs. As such, Plaintiffs are informed  
7 and believe that SEQUOIA exclusively manages properties that it owns and/or manages through  
8 various entities.

9 13. The SPEs that own the APARTMENT COMPLEXES and are directly owned by the  
10 parent company, SEQUOIA are as follows:

11 *Sequoia Owned Properties*

12 1. **SEQUOIA EQUITIES-ALIZE, A CALIFORNIA LIMITED PARTNERSHIP**

13 owns and does business as “Alize at Aliso Viejo Apartment Homes,” a multi-dwelling  
14 residential apartment complex generally located at 2 Enterprise, Aliso Viejo, CA  
15 92656. **SEQUOIA EQUITIES-ALIZE, A CALIFORNIA LIMITED**  
16 **PARTNERSHIP**’s and **SEQUOIA** share the same principal address of 1777 Botelho  
17 Dr., Suite 300 Walnut Creek, CA 94596.

18 2. **SEQUOIA EQUITIES - ALTA LOMA, A CALIFORNIA LIMITED**

19 **PARTNERSHIP** owns and does business as “Sonora at Alta Loma,” a multi-dwelling  
20 residential apartment complex generally located at 6653 Canary Pine Ave, Alta Loma,  
21 CA 91737. **SEQUOIA EQUITIES - ALTA LOMA, A CALIFORNIA LIMITED**  
22 **PARTNERSHIP** and **SEQUOIA** share the same principal address of 1777 Botelho  
23 Dr., Suite 300 Walnut Creek, CA 94596.

24 3. **SEQUOIA EQUITIES-CROSS POINTE, A CALIFORNIA LIMITED**

25 **PARTNERSHIP** owns and does business as “Cross Pointe Apartment Homes,” a

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26  
27 1. A SPE is a legal entity, typically a limited liability company (LLC) or corporation, that is  
28 created for the sole purpose of holding a specific parcel of investment real estate. Other than the  
specific parcel of real estate, the SPE holds no other assets and is subject to no other liabilities.

1 multi-dwelling residential apartment complex generally located at 5100 Vista Grande  
2 Dr, Antioch, CA 94531. **SEQUOIA EQUITIES-CROSS POINTE, A**  
3 **CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA** also share the same  
4 principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596, which is  
5 the same principal address as the parent company SEQUOIA.

6 4. **SEQUOIA GLEN PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP**  
7 owns and does business as “Sterling Heights Apartment Homes,” a multi-dwelling  
8 residential apartment complex generally located at 150 Rankin Way, Benicia, CA  
9 94510. **SEQUOIA GLEN PARTNERS, A CALIFORNIA LIMITED**  
10 **PARTNERSHIP** and **SEQUOIA** share a principal address of 1777 Botelho Dr., Suite  
11 300 Walnut Creek, CA 94596.

12 5. **LA VALENCIA APARTMENTS, LTD.** owns and does business as “La Valencia  
13 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
14 at 350 Budd Ave, Campbell, CA 95008. **LA VALENCIA APARTMENTS, LTD.**  
15 and **SEQUOIA** also share a principal address of 1777 Botelho Dr., Suite 300 Walnut  
16 Creek, CA 94596.

17 6. **SEQUOIA EQUITIES - CONCORD PC LLC** owns and does business as “Park  
18 Central,” a multi-dwelling residential apartment complex generally located at 1555  
19 Galindo St, Concord, CA 94520. **SEQUOIA EQUITIES - CONCORD PC LLC**’s  
20 and **SEQUOIA** share the same principal address of 1777 Botelho Dr., Suite 300  
21 Walnut Creek, CA 94596.

22 7. **POINTE BENICIA - SHADOW OAKS INVESTORS A CALIFORNIA**  
23 **LIMITED PARTNERSHIP** owns and does business as “Shadow Oaks Apartment  
24 Homes,” a multi-dwelling residential apartment complex generally located at 202  
25 Calvert Dr, Cupertino, CA 95014. **POINTE BENICIA-SHADOW OAKS**  
26 **INVESTORS A CALIFORNIA LIMITED PARTNERSHIP**’s and **SEQUOIA**  
27 share a principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

28 8. **SEQUOIA EQUITIES IRON POINT, A CALIFORNIA LIMITED**



1           **PARTNERSHIP** owns and does business as “Iron Point at Prairie Oaks,” a multi-  
2 dwelling residential apartment complex generally located at 1550 Iron Point Rd,  
3 Folsom, CA 95630. **SEQUOIA EQUITIES IRON POINT, A CALIFORNIA**  
4 **LIMITED PARTNERSHIP** and **SEQUOIA** share a principal address of 1777  
5 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

6           **9. SEQUOIA EQUITIES – PALOMA, A CALIFORNIA LIMITED**

7           **PARTNERSHIP** owns and does business as “Paloma Summit Condominium  
8 Rentals,” a multi-dwelling residential apartment complex generally located at 26371  
9 Paloma, Foothill Ranch, CA 92610. **SEQUOIA EQUITIES – PALOMA, A**  
10 **CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA** share a principal  
11 address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

12           **10. SEQUOIA EQUITIES HIDDEN HILLS, A CALIFORNIA LIMITED**

13           **PARTNERSHIP** owns and does business as "Hidden Hills Condominium Rentals,” a  
14 multi-dwelling residential apartment complex generally located at 30041 Tessier  
15 Street, Laguna Niguel, CA 92677. **SEQUOIA EQUITIES HIDDEN – HILLS, A**  
16 **CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA** share a principal  
17 address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596. Further,  
18 **SEQUOIA EQUITIES HIDDEN – HILLS, A CALIFORNIA LIMITED**  
19 **PARTNERSHIP**’s registered agent for service of process, Melinda Pederson, is also  
20 an officer, director and/or manager of its parent company **SEQUOIA**.

21           **11. SEQUOIA EQUITIES - NIGUEL SUMMIT, A CALIFORNIA LIMITED**

22           **PARTNERSHIP** owns and does business as “Niguel Summit Condominium Rentals,”  
23 a multi-dwelling residential apartment complex generally located at 30252 Pacific  
24 Island Dr Ste 100 Laguna Niguel, CA 92677. **SEQUOIA EQUITIES - NIGUEL**  
25 **SUMMIT, A CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA** share a  
26 principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

27           **12. SEQUOIA EQUITIES - MILL SPRINGS, A CALIFORNIA LIMITED**

28           **PARTNERSHIP** owns and does business as “Mill Springs Park Apartment Homes,” a

1 multi-dwelling residential apartment complex generally located at 1809 Railroad Ave,  
2 Livermore, CA 94550. **SEQUOIA EQUITIES - MILL SPRINGS, A**  
3 **CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA** share a principal  
4 address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

5 13. **PLUM TREE LLC** owns and does business as “Plum Tree Apartment Homes,” a  
6 multi-dwelling residential apartment complex generally located at 1097 Maywood Ln,  
7 Martinez, CA 94553. **PLUM TREE LLC**’s mailing address is 1777 Botelho Dr.,  
8 Suite 300 Walnut Creek, CA 94596, which is the same principal address as its parent  
9 company **SEQUOIA**.

10 14. **MARTINEZ REGENCY PARK LIMITED PARTNERSHIP** owns and does  
11 business as “Regency Plaza Apartment Homes,” a multi-dwelling residential  
12 apartment complex generally located at 600 J St, Martinez, CA 94553. **MARTINEZ**  
13 **REGENCY PARK LIMITED PARTNERSHIP**’s mailing address is 1777 Botelho  
14 Dr., Suite 300 Walnut Creek, CA 94596, which is also the same principal address as  
15 its parent company **SEQUOIA**.

16 15. **MABURY RIDGECREST LLC** owns and does business as “Ridgecrest Apartment  
17 Homes,” a multi-dwelling residential apartment complex generally located at 3430  
18 Vista Oaks Dr, Martinez, CA 94553. **MABURY RIDGECREST LLC**’s mailing  
19 address is 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596, which is the same  
20 principal address as its parent company, **SEQUOIA**.

21 16. **RUTHERFORD VALLEY RIDGE LLC** owns and does business as “Valley Ridge  
22 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
23 at 900 Roanoke Dr, Martinez, CA 94553. **RUTHERFORD VALLEY RIDGE**  
24 **LLC**’s mailing address is 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596,  
25 which is the same principal address as its parent company **SEQUOIA**.

26 17. **FOUNTAINS PARAGON LLC** owns and does business as “Paragon at Old Town,”  
27 a multi-dwelling residential apartment complex generally located at 700 S Myrtle Ave,  
28 Monrovia, CA 91016. **FOUNTAINS PARAGON LLC** and **SEQUOIA** share a

1 principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

2 18. **RUTHERFORD 17 MILE LP** own and does business as “Seventeen Mile Drive  
3 Village Apartment Homes,” a multi-dwelling residential apartment complex generally  
4 located at 1012 Pacific Grove Ln Pacific Grove, CA 93950. **RUTHERFORD 17**  
5 **MILE LP**’s mailing address is 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596,  
6 which is the same principal address of its parent company **SEQUOIA**.

7 19. **SEQUOIA EQUITIES - PARK CENTRAL, A CALIFORNIA LIMITED**  
8 **PARTNERSHIP** owns and does business as “Azure Apartment Homes,” a multi-  
9 dwelling residential apartment complex generally located at 1400 Technology Ln,  
10 Petaluma, CA 94954. **SEQUOIA EQUITIES - PARK CENTRAL, A**  
11 **CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA** share a principal  
12 address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

13 20. **SEQUOIA EQUITIES – FAIRWAYS, A CALIFORNIA LIMITED**  
14 **PARTNERSHIP** owns and does business as “The Reserve at Capital Center  
15 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
16 at 3466 Data Dr, Rancho Cordova, CA 95670. **SEQUOIA EQUITIES -**  
17 **FAIRWAYS A CALIFORNIA LIMITED PARTNERSHIP**’s mailing address is  
18 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596, which is the same principal  
19 address as its parent company **SEQUOIA**. Further, the individual registered agent of  
20 **SEQUOIA EQUITIES – FAIRWAYS, A CALIFORNIA LIMITED**  
21 **PARTNERSHIP** is Melinda Pederson, who is also an officer, director and/or manager  
22 of **SEQUOIA**.

23 21. **SEQUOIA EQUITIES - INNSBROOK VILLAGE LTD. A CALIFORNIA**  
24 **LIMITED PARTNERSHIP** owns and does business as “Esplanade Apartment  
25 Homes,” a multi-dwelling residential apartment complex generally located at 11711  
26 Collett Ave, Riverside, CA 92505. **SEQUOIA EQUITIES INNSBROOK**  
27 **VILLAGE LTD. A CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA**  
28 share a principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

1 Additionally, the individual registered agent for service of process for **SEQUOIA**  
2 **EQUITIES INNSBROOK VILLAGE LTD. A CALIFORNIA LIMITED**  
3 **PARTNERSHIP** is Melinda Pederson, who is also an officer, director and/or manager  
4 of **SEQUOIA**.

5 **22. SEQUOIA EQUITIES - SHALIKO, A CALIFORNIA LIMITED**

6 **PARTNERSHIP** owns and does business as “Shaliko,” a multi-dwelling residential  
7 apartment complex generally located at 5051 El Don Dr, Rocklin, CA 95677.

8 **SEQUOIA EQUITIES – SHALIKO, A CALIFORNIA LIMITED**

9 **PARTNERSHIP** and **SEQUOIA** share a principal address of 1777 Botelho Dr., Suite  
10 300 Walnut Creek, CA 94596. Further, the individual registered agent for service of  
11 process for **SEQUOIA EQUITIES – SHALIKO, A CALIFORNIA LIMITED**  
12 **PARTNERSHIP** is Melinda Pederson, who is also an officer, director and/or manager  
13 of **SEQUOIA**.

14 **23. KOTLIER ERNEST M** owns and does business as “Park Ridge Apartment Homes,”  
15 a multi-dwelling residential apartment complex generally located at 4949 Snyder Ln,  
16 Rohnert Park, CA 94928. **KOTLIER ERNEST M’s** mailing address is 1777 Botelho  
17 Dr., Suite 300 Walnut Creek, CA 94596, which is the same principal address as its  
18 parent company **SEQUOIA**.

19 **24. SHELTER COVE APARTMENTS, LTD.** owns and does business as “Deer Valley  
20 Apartment Homes,” a multi-residential apartment complex generally located at 1801  
21 Eureka Rd, Roseville, CA 95661. **SHELTER COVE APARTMENTS, LTD** and  
22 **SEQUOIA** share a principal address of 1777 Botelho Dr., Suite 300 Walnut Creek,  
23 CA 94596. Further, the individual registered agent for service of process for  
24 **SHELTER COVE APARTMENTS, LTD.** is Melinda Pederson, who is also an  
25 officer, director and/or manager of its parent company **SEQUOIA**.

26 **25. SEQUOIA EQUITIES – VENU, A CALIFORNIA LIMITED PARTNERSHIP**

27 owns and does business as “Venu at Galleria Condominium Rentals,” a multi-dwelling  
28 residential apartment generally located at 301 Gibson Dr, Roseville, CA 95678.

1                   **SEQUOIA EQUITIES – VENU, A CALIFORNIA LIMITED PARTNERSHIP**  
2                   and **SEQUOIA** share a principal address of 1777 Botelho Dr., Suite 300 Walnut  
3                   Creek, CA 94596. Further, the individual registered agent for service of process for  
4                   **SEQUOIA EQUITIES – VENU, A CALIFORNIA LIMITED PARTNERSHIP** is  
5                   Melinda Pederson, who is also an officer, director and/or manager of its parent  
6                   company **SEQUOIA**.

7                   26. **SEQUOIA EQUITIES - HIDDEN LAKE, A CALIFORNIA LIMITED**  
8                   **PARTNERSHIP** owns and does business as “Hidden Lake Condominium Rentals,” a  
9                   multi-dwelling residential apartment complex generally located at 7551 Greenhaven  
10                  Dr, Sacramento, CA 95831. **SEQUOIA EQUITIES - HIDDEN LAKE, A**  
11                  **CALIFORNIA LIMITED PARTNERSHIP** and **SEQUOIA** share a principal  
12                  address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

13                  27. **FOUNTAINS ARTISAN LLC** owns and does business as “The Artisan Apartment  
14                  Homes,” a multi-dwelling residential apartment complex generally located at 8282  
15                  Calvine Rd, Sacramento, CA 95828. **FOUNTAINS ARTISAN LLC** and **SEQUOIA**  
16                  share a principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

17                  28. **RLD EVIVA LLC** own and does business as “Eviva Midtown,” a multi-dwelling  
18                  residential apartment complex generally located at 1531 N St, Sacramento, CA 95814.  
19                  **RLD EVIVA LLC** mailing address is 1777 Botelho Dr., Suite 300 Walnut Creek, CA  
20                  94596, which is the same principal address as **SEQUOIA**.

21                  29. **FOUNTAINS WOLF RANCH LLC** owns and does business as “Wolf Ranch  
22                  Condominium Rentals,” a multi-dwelling residential apartment complex generally  
23                  located at 7200 Jacinto Ave, Sacramento, CA 95823. **FOUNTAINS WOLF RANCH**  
24                  **LLC**’s and **SEQUOIA** share the same principal address of 1777 Botelho Dr., Suite  
25                  300 Walnut Creek, CA 94596. In addition, the individual registered agent for service  
26                  of process for **FOUNTAINS WOLF RANCH LLC**, Melinda Pederson, is also an  
27                  officer, director and/or manager of the parent company **SEQUOIA**.

28                  30. **DLC SACRAMENTO LLC** own and does business as “Shore Park at Riverlake,” a

1 multi-dwelling residential apartment complex generally located at 52 Pocket Rd,  
2 Sacramento, CA 95831. **DLC SACRAMENTO LLC**'s mailing address is 1777  
3 Botelho Dr., Suite 300 Walnut Creek, CA 94596, which is the same principal address  
4 as **SEQUOIA**.

5 **31. SEQUOIA EQUITIES – LARKSPUR WOODS, A CALIFORNIA LIMITED**  
6 **PARTNERSHIP** owns and does business as “Larkspur Woods,” a multi-dwelling  
7 residential apartment complex generally located at 2900 Weald Way, Sacramento, CA  
8 95833. **SEQUOIA EQUITIES – LARKSPUR WOODS, A CALIFORNIA**  
9 **LIMITED PARTNERSHIP** and **SEQUOIA** share a principal address of 1777  
10 Botelho Dr., Suite 300 Walnut Creek, CA 94596. Further, the individual registered  
11 agent for service of process for **SEQUOIA EQUITIES – LARKSPUR WOODS, A**  
12 **CALIFORNIA LIMITED PARTNERSHIP** is Melinda Pederson, who is also an  
13 officer, director and/or manager of **SEQUOIA**.

14 **32. GREENERY ROSEWALK LLC** directly owns and does business as “Rosewalk,” a  
15 multi-dwelling residential apartment complex generally located at 3601 Copperfield  
16 Dr, San Jose, CA 95136. **GREENERY ROSEWALK LLC** and **SEQUOIA** share a  
17 principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596. Further,  
18 the individual registered as agent for service of process for **GREENERY**  
19 **ROSEWALK LLC** is Melinda Pederson, who is also an officer, director and/or  
20 manager of the parent company **SEQUOIA**.

21 **33. SE-SHADOW RIDGE LLC** owns and does business as “Shadow Ridge Apartment  
22 Homes,” a multi-dwelling residential apartment complex generally located at 1987  
23 Ridgeway Ln, Simi Valley, CA 93065. **SE-SHADOW RIDGE LLC** and **SEQUOIA**  
24 share a principal address of 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596.  
25 Further, the individual registered as agent for service of process for **SE-SHADOW**  
26 **RIDGE LLC** is Melinda Pederson, who is also an officer, director and/or manager of  
27 **SEQUOIA**.

28 **34. SEQUOIA EQUITIES – RIVER OAKS, A CALIFORNIA LIMITED**

1           **PARTNERSHIP** owns and does business as “River Oaks Apartment Homes,” a  
2 multi-dwelling residential apartment complex generally located at 1000 Allison Dr,  
3 Vacaville, CA 95687. **SEQUOIA EQUITIES – RIVER OAKS, A CALIFORNIA**  
4 **LIMITED PARTNERSHIP** and **SEQUOIA** share a principal address is 1777  
5 Botelho Dr., Suite 300 Walnut Creek, CA 94596.

6 35. **FLORA LLC VELOCITY** owns and does business as “Flora Condominium  
7 Rentals,” a multi-dwelling residential apartment complex generally located at 140  
8 Flora Ave, Walnut Creek, CA 94595. **FLORA LLC VELOCITY**’s mailing address  
9 is 1777 Botelho Dr., Suite 300 Walnut Creek, CA 94596, which is the same principal  
10 address as **SEQUOIA**.

11 36. **SEQUOIA EQUITIES - ATRIUM LLC** owns and does business as “Atrium  
12 Downtown,” a multi-dwelling residential apartment complex generally located at 1812  
13 Trinity Ave, Walnut Creek, CA 94596. **SEQUOIA EQUITIES - ATRIUM LLC**  
14 **and SEQUOIA** share a principal address of 1777 Botelho Dr., Suite 300 Walnut  
15 Creek, CA 94596. Further, the individual registered as agent for service of process for  
16 **SEQUOIA EQUITIES - ATRIUM LLC** is Melinda Pederson, who is also an officer,  
17 director and/or manager of **SEQUOIA**.

18 37. **SUNRISE INVESTORS LLC** owns and does business as “Sunrise Residences  
19 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
20 at 2750 N Texas St, Fairfield, CA 94533. In addition, the individual registered agent  
21 for service of process **SUNRISE INVESTORS LLC**, Erik Peterson, is also an officer,  
22 director, and/or manager of the parent company **SEQUOIA**.

23  
24 14. Each of the above-referenced SPEs are subject to SEQUOIA’s uniform, systematic  
25 and unlawful administration of residential security deposit are as follows:

26 15. As of the date of filing, SEQUOIA publicly proclaims on its website  
27 (<https://www.elevatetosequoia.com>) that the following multi-dwelling apartment complexes are  
28 part of its real estate portfolio and subject to its property management apparatus, policies,

1 procedures, and practices:

2 Sequoia Managed Properties

- 3 1. **BALLENA VILLAGE LLC** and **CCD BALLENA LLC** own and do business as  
4 “Ballena Village Apartment Homes,” a multi-dwelling residential apartment complex  
5 generally located at 335 Tideway Drive, Alameda, CA 94501.
- 6 2. **TOWER ALAMEDA LLC** owns and does business as “Tower Apartment Homes,” a  
7 multi-dwelling residential apartment complex generally located at 2465 Shoreline Dr,  
8 Alameda, CA 94501.
- 9 3. **GARDEN COURT APARTMENTS, LLC** owns and does business as “Garden  
10 Court,” a multi-dwelling residential apartment complex generally located at 559 Buena  
11 Vista Ave, Alameda, CA 94501.
- 12 4. **PLC 3, LP** owns and does business as “Alicante Apartment Homes,” a multi-dwelling  
13 residential apartment complex generally 27662 Aliso Creek Rd, Aliso Viejo, CA  
14 92656.
- 15 5. **FULLER PROPERTIES, LLC** owns and does business as “Vista Creek,” a multi-  
16 dwelling residential apartment complex generally located at 22432 Center St, Castro  
17 Valley, CA 94546.
- 18 6. **QUAIL HILL APARTMENTS, LLC** owns and does business as “Quail Hill  
19 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
20 at 20800 Lake Chabot Rd, Castro Valley, CA 94546.
- 21 7. **BON AIRE APARTMENTS, LLC** owns and does business as “Bon Aire Apartment  
22 Homes,” a multi-dwelling residential apartment complex generally located at 20499  
23 Santa Maria Ave Castro Valley, CA 94546.
- 24 8. **MT. VIEW APARTMENTS, LLC** owns and does business as “Mountain View  
25 Apartments,” a multi-dwelling residential apartment complex generally located at  
26 1220 Monument Blvd, Concord, CA 94520.
- 27 9. **KILLARNEY PROPERTIES, A CALIFORNIA LIMITED PARTNERSHIP**  
28 owns and does business as “Palm Lake Apartment Homes,” a multi-dwelling



1 residential apartment complex generally located at 780 Oak Grove Rd, Concord, CA  
2 94518.

3 **10. BEL BROOK APARTMENTS, A CALIFORNIA LIMITED PARTNERSHIP**

4 owns and does business as “Avoca Dublin Station,” a multi-dwelling residential  
5 apartment complex generally located at 6233 Dougherty Rd, Dublin, CA 94568.

6 **11. BERE ISLAND PROPERTIES I, LLC, BERE ISLAND PROPERTIES II, LLC,**

7 and **BERE ISLAND PROPERTIES III, LLC** own and do business as “Emerald Park  
8 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
9 at 5050 Hacienda Dr, Dublin, CA 94568.

10 **12. PENTAGON APARTMENTS, LLC** owns and does business as “Pentagon

11 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
12 at 37950 Fremont Blvd, Fremont, CA 94536.

13 **13. CORONADO APARTMENTS, LLC** owns and does business as “Coronado

14 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
15 at 3777 Mowry Ave, Fremont, CA 94538.

16 **14. FREMONT ARMS APARTMENTS, LLC** owns and does business as “Fremont

17 Arms Apartment Homes,” a multi-dwelling residential apartment complex generally  
18 located at 37811 Fremont Blvd, Fremont, CA 94536.

19 **15. PARKWAY APARTMENTS, LLC** owns and does business as “Parkway Apartment

20 Homes,” a multi-dwelling residential apartment complex generally located at 3755  
21 Mowry Ave, Fremont, CA 94538.

22 **16. PINEBROOK APARTMENTS, LLC** owns and does business as “Pinebrook

23 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
24 at 35995 Fremont Blvd, Fremont, CA 94536.

25 **17. RAMBLEWOOD APARTMENTS, LLC** owns and does business as “Ramblewood

26 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
27 at 38800 Hastings St, Fremont, CA 94536.

28 **18. CORAL GARDENS APARTMENTS, LLC** owns and does business as “Coral

1 Gardens Apartment Homes,” a multi-dwelling residential apartment complex generally  
2 located at 605 Sorenson Rd, Hayward, CA 94544.

3 19. **SE-VILLA PALMS LLC** owns and does business as “Villa Palms Apartment  
4 Homes,” a multi-dwelling residential apartment complex generally located at 51  
5 Murdell Ln, Livermore, CA 94550.

6 20. **ALDERWOOD PARK APARTMENTS, LLC** owns and does business as  
7 “Alderwood Park Apartment Homes,” a multi-dwelling residential apartment complex  
8 generally located at 277 Junction Ave, Livermore, CA 94551.

9 21. **BISCAYNE APARTMENTS, LLC** owns and does business as “Briarwood  
10 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
11 at 3819 East Ave, Livermore, CA 94550.

12 22. **JUNCTION AVENUE, LLC** owns and does business as “Royal Gardens Apartment  
13 Homes,” a multi-dwelling residential apartment complex generally located at 434  
14 Junction Ave, Livermore, CA 94551.

15 23. **CREEKSIDE APARTMENT INVESTORS, LLC** owns and does business as  
16 “Creekside Village Senior Living Apartments,” a multi-dwelling residential apartment  
17 complex generally located at 30 Castlewood Dr, Pittsburg, CA 94565.

18 24. **PEPPERTREE APARTMENTS, LLC** owns and does business as “Peppertree  
19 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
20 at 2811 Mckee Rd, San Jose, CA 95127.

21 25. **MARINA HAVEN APARTMENTS, LLC** owns and does business as “Marina  
22 Haven Apartment Homes,” a multi-dwelling residential apartment complex generally  
23 located at 2712 Marina Blvd, San Leandro, CA 94577.

24 26. **MARINA PLAZA APARTMENTS, LLC** owns and does business as “Marina Plaza  
25 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
26 at 2777 Marina Blvd, San Leandro, CA 94577.

27 27. **SUMMERHILL TERRACE APARTMENTS FUND IV, LLC** owns and does  
28 business as “Summerhill Terrace Apartment Homes,” a multi-dwelling residential

1 apartment complex generally located at 15267 Hesperian Blvd, San Leandro, CA  
2 94578.

3 **28. BAYFAIR EAST APARTMENT FUND VI, LLC** owns and does business as  
4 “Bayfair Apartment Homes,” a multi-dwelling residential apartment complex  
5 generally located at 16077 Ashland Ave, San Lorenzo, CA 94580.

6 **29. SPRING ROSA CORPORATION** owns and does business as “Spring Lake  
7 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
8 at 3732 Ahl Park Ct, Santa Rosa, CA 95405.

9 **30. SANDPIPER VILLAGE LLC** owns and does business as “Sandpiper Village  
10 Apartment Homes,” a multi-dwelling residential apartment complex generally located  
11 at 999 Marshall Rd, Vacaville, CA 95687.

12  
13 16. All of the above-identified 67 SPES, together with defendant SEQUOIA and the  
14 DOE defendants are collectively referred to herein as “Defendants.”

15 17. Upon information and belief, 100% of the putative plaintiffs resided in California at  
16 the time their cause of action accrued, more than two-thirds of putative plaintiffs continue to reside  
17 in California, all injuries complained of herein occurred within California, and all defendants are  
18 headquartered in California, own property in California and primarily, if not exclusively, do  
19 business within California.

20 18. Upon information and belief, each defendant herein has uniformity of employees,  
21 offices, officers, management, ownership, and legal representation with each other defendant.

22 19. Plaintiff is informed and believe and thereupon aver that Defendants are closely held  
23 companies or partnerships that commingle their funds and other assets with all other Defendants; do  
24 not maintain formal, adequate, discrete corporate records in distinction from all other Defendants;  
25 have identical officers and directors as all other Defendants; use the same offices and business  
26 locations as all other Defendants; employ the same employees and attorneys as all other  
27 Defendants; lack adequate separate capitalization; are in the same business and venture, for the  
28 benefit of the same ultimate shareholders and members, as all other Defendants; do not maintain

1 arm's-length relationships with all other Defendants; and share and provide labor, services, capital,  
2 revenue, real estate and/or management services with/for all other Defendants.

3 20. Plaintiff is informed and believe and thereupon aver that DOES 1 through 500 are  
4 other natural persons, corporations, limited-liability companies, general partnerships, limited  
5 partnerships, limited-liability partnerships, trusts, unincorporated associations, and/or other entities  
6 of any kind or character who have incurred liability to Plaintiff (and/or to one or more members of  
7 the Plaintiff Class) in relation to the transactions and/or occurrences that are the subject of this  
8 Complaint, or who have any interest in the subject of this Complaint.

9 21. Except as may be described here, Plaintiff is yet uninformed of the true names,  
10 capacities and nature and extent of participation in the course of conduct alleged here of the persons  
11 sued as DOES 1 through 500 inclusive, and Plaintiff is yet uninformed of the nature and extent of  
12 any interest that the persons sued as DOES 1 through 500 inclusive may have in the subject of the  
13 Complaint. Plaintiff therefore sues these defendants by fictitious names. Plaintiffs will amend this  
14 Complaint to allege the true names and capacities of the DOE defendants when ascertained.

15 22. Upon information and belief, each of the Defendants named here, including DOES  
16 1-500 and their alter-egos, are joint-tortfeasors, in joint-enterprise, co-conspirators, and acting  
17 within the scope of their agency and within their actual and apparent authority to conduct  
18 themselves in the manner herein complained.

19 23. Upon information and belief, each of the Defendants named here, including DOES  
20 1-500 and their alter-egos, acted as an owner, principal, agent, employer, employee, joint-employer,  
21 joint-venturer, franchisor, franchisee, shareholder, director, member, co-conspirator, shell, conduit,  
22 master, or partner of each other, and at all times were acting within the scope and course and in  
23 pursuance of his, her or its agency, employment, joint-employment, joint-venture, franchise,  
24 partnership, common and joint-enterprise, or actual or apparent authority in concert with each other.

25 24. Upon information and belief, each of the Defendants named here, including DOES 1  
26 -500 and their alter-egos, are individually, jointly and severally liable to Plaintiff and the Plaintiff  
27 class because each Defendant directly or indirectly, or through an agent or employee, actually,  
28 proximately and vicariously caused injury to Plaintiff as described here.



1 “exclusive of ordinary wear and tear”; (3) cleaning required to bring the leasehold back to the  
2 condition it was in when the tenant accepted the tenancy; and (4) “to remedy future defaults by the  
3 tenant in any obligation under the rental agreement to restore, replace, or return personal property or  
4 appurtenances” if provided for in the lease.

5           29. Civil Code section 1950.5(e) provides that “the landlord may claim on those amounts  
6 as are *reasonably necessary*.....” for specific categories of charges. (emphasis added). SEQUOIA  
7 had standardized cleaning charges that were imposed as a flat fee regardless of the cleanliness of the  
8 unit.

9           30. Civil Code section 1950.5(g)(1) provides that, no later than 21 calendar days after the  
10 tenant vacates the premises, the landlord “shall furnish the tenant, by personal delivery or by first-  
11 class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount  
12 of, any security received and the disposition of the security, and shall return any remaining portion  
13 of the security to the tenant.”

14           31. Civil Code section 1950.5(g)(2)(B) provides that the landlord must also include copies  
15 of documents substantiating the charges incurred and deducted by the landlord to repair or clean the  
16 premises; specifically, the “landlord shall provide the tenant a copy of the bill, invoice, or receipt  
17 supplied by the person or entity performing the work.”<sup>2</sup>

18           32. Civil Code section 1950.5(g)(2)(A) provides: “If the landlord or landlord’s employee  
19 did the work, the itemized statement shall reasonably describe the work performed. The itemized  
20 statement shall include the time spent and the reasonable hourly rate charged.” SEQUOIA’s  
21 itemizations and other documentation sent to former tenants, referred to as “Move-out Statements,”  
22 by universal, standard operating procedure and policy do not satisfy any of the requirements as set  
23 forth in section 1950.5(g)(2).

24           33. SEQUOIA’s standard operating procedures for the administration of its former  
25 tenants’ security deposits uniformly and systematically violates Civil Code section 1950.5(g)(2).  
26 SEQUOIA, as a matter of standard policy and practice, does not send bills, receipts, or invoices from

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

1 the third-party vendors it alleges performed work on the vacated premises within 21 days as required  
2 by Civil Code section 1950.5(g)(1).

3 34. Additionally, SEQUOIA, as a matter of standard policy and practice does not describe  
4 the work allegedly performed on the leasehold in the manner required by code and instead uses  
5 unlawfully vague descriptions – a uniform practice designed to obfuscate the work, if any, performed  
6 on a leasehold, who performed the work, and the cost and/or manhours of the work with the intention  
7 of wrongfully maximizing security deposit retention. By uniform and standard operating procedure,  
8 it is impossible to determine, in contravention of law, if the work SEQUOIA allegedly performed on  
9 the leasehold was performed by a vendor or an in-house employee.

10 35. Plaintiff KIARA ROSS is a former tenant of Defendants, formerly residing at Palm  
11 Lake Apartments. Ms. ROSS leased an apartment from Defendants beginning in approximately  
12 February 14, 2022, and vacated her leased premises with Defendants on approximately February 19,  
13 2023. Ms. ROSS was required and did submit a security deposit of approximately \$1,050.00 to  
14 Defendants prior to moving into the leased premises.

15 36. Prior to moving out, one of Defendants’ leasing consultants, Niche Williams,  
16 informed Ms. ROSS over email that she would need to have her apartment “professionally cleaned,”  
17 and was required to provide receipts for such work, or Ms. ROSS would be charged. When Ms.  
18 ROSS disputed this mandatory service with Defendant’s Assistant Community Manager, Kimberly  
19 Arzadon over email, Ms. Arzadon stated, “We always have the homes professionally cleaned prior  
20 to move in. Without documentation showing that your home was not cleaned upon move in, we will  
21 be charging you according to our policy.” Ms. ROSS informed Defendant that it could not use her  
22 security deposit for ordinary wear and tear.

23 37. After Ms. ROSS vacated her leased premises at the Palm Lake Apartments, she  
24 received her move-out statement. This move-out statement listed charges deducted from her security  
25 deposit for “Apartment Cleaning” charges of \$250.00, “Counter top reglazing” charges of \$220.00,  
26 “Trash out” charges of \$300.00, “Interior Painting” charges of \$240.00, and “Damage Charges-  
27 reglazing-countertop” charges of \$138.00. Attached hereto as **Exhibit “A”** is a true and correct copy  
28 of the move-out statement Ms. ROSS received. Since these combined charges exceeded Ms. ROSS’

1 security deposit, Defendants demanded that Ms. ROSS pay the amount in excess of the \$1,050.00  
2 security deposit.

3 38. KIARA ROSS was never sent any invoices for the charges and was instead sent a price  
4 sheet from “Central Painting Company” and a document from “Vega’s” that listed a \$300.00 charge  
5 for “Collect and dispose of trash,” but did not list the phone number for “Vega’s,” which is required  
6 by California Civil Code Section 1950.5(g)(2)(B). Attached hereto as **Exhibit “B”** is a true and  
7 correct copy of the price sheet and document Ms. ROSS received.

8 39. Upon receiving her move-out statement and attached documents, Ms. ROSS was  
9 confused as to why she was having her security deposit withheld. As a result, on March 2, 2023, Ms.  
10 ROSS inquired via email to SEQUOIA’s representative, Kimberly Arzadon, why she was being  
11 charged for damages. Neither Kimberly Arzadon, nor any other representative from SEQUOIA,  
12 responded or addressed her Plaintiff’s concerns.

13 40. SEQUOIA later sent Ms. ROSS an email on June 6, 2023, informing her of her  
14 outstanding balance, to which Ms. ROSS responded on the same date:

15 *“We have a dispute about the itemized charges which can be traced back*  
16 *in previous emails which were never answered. We are currently*  
17 *opening a case about charges which were not damages but regular wear*  
18 *and tear which cannot be charged from a security deposit. There are also*  
19 *double charges in the list provided.”*

20 SEQUOIA never responded to the above-referenced email.

21 41. On July 21, 2023, Ms. ROSS was notified by a third-party company that she had  
22 been sent to collections for the \$250.33 outstanding balance that SEQUOIA claims she owed.

23 42. Defendants failed to provide Ms. ROSS with any invoices from third party vendors  
24 for any work purportedly performed by third party vendors for which any portion of Ms. ROSS’  
25 security deposit was withheld or deducted. Ms. ROSS never received a return of any portion of her  
26 security deposit.  
27

28 43. The Civil Code sets forth requirements for the treatment of security deposits upon





1 which are composed of and defined as follows, excepting only individuals against whom or in whose  
2 favor a final judgment has already been rendered with respect to the defendant(s):

3           50.     **Unsubstantiated-Charges Class:** All former residents of Defendants’ California  
4 properties whose leaseholds terminated between September 25, 2018 to present, and who had at least  
5 \$125 of their security deposit retained for cleaning, repairs and/or replacements combined (the  
6 “Plaintiff Class”).

7           51.     Plaintiff reserves the right to amend this Class and to add any number of subclasses.  
8 The Court should permit this action to be maintained as a class action pursuant to California Code of  
9 Civil Procedure section 382 because:

- 10           1.     **Numerosity:** The Plaintiff Class is so numerous that the individual joinder of all  
11 members is impracticable. SEQUOIA owns and/or manages 67 apartment complexes  
12 located in California. Plaintiffs are informed and believe that there are a sufficiently  
13 numerous amount in the proposed class.
- 14           2.     **Common Questions Predominate:** Common questions of law and fact exist as to all  
15 members of the class that predominate over any questions that affect only individual  
16 members. These common questions of law and fact include, *inter alia*:
- 17                   1.     Whether Defendants enacted policies or engaged in a pattern and practice  
18 in violation of Civil Code section 1950.5(g)(1) of failing to provide  
19 itemized statements detailing charges for repairs or cleaning deducted  
20 from security deposits of its former tenants within 21 days of move out.
- 21                   2.     Whether Defendants enacted policies or engaged in a pattern and practice  
22 of failing to provide copies of vendor-supplied bills, receipts or invoices  
23 for repairs or cleaning deducted from security deposits of its former  
24 tenants within 21 days of move out.
- 25                   3.     Whether Defendants’ uniform security deposit itemizations satisfy the  
26 requirements for any alleged “employee performed work” on vacated  
27 leaseholds under Civil Code section 1950.5(g)(2)(A).  
28





1 charges from their security deposits.

2 56. Defendants did not provide a copy of an itemized statement indicating the basis for,  
3 and the amount of, any security received and the disposition of the security within 21 days of  
4 Plaintiffs' and the Plaintiff Class vacating the respective leased premises owned and managed by  
5 Defendants.

6 57. Defendants did not provide the requisite substantiation of the charges against  
7 Plaintiff's and the Plaintiff Class' security deposits as required under Civil Code section  
8 1950.5(g)(2).

9 58. Defendants mandated that Plaintiff and Plaintiff Class incur a "cleaning charge"  
10 upon termination of their leasehold, regardless of the condition of the premises at the inception of  
11 the tenancy.

12 59. Defendants, as a result of these charges, unlawfully retained some or all of Plaintiff's  
13 and the Plaintiff Class' security deposits.

14 60. Defendants engaged in the above-described misconduct in bad faith.

15 61. As a direct and proximate cause of Defendants' conduct, Plaintiffs and the Plaintiff  
16 Class suffered damages.

17  
18 **SECOND CLAIM FOR RELIEF**  
19 **Restitution as a Remedy for "Unfair Competition"**  
20 **(California Business and Professions Code §§ 17200, *et seq.*)**  
21 **(Against All Defendants)**

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

24 63. This cause of action is brought against Defendants on behalf of Plaintiff and the  
25 Plaintiff Class.

26 64. Pursuant to section 17200 of the California Business and Professions Code, "any  
27 unlawful, unfair or fraudulent business act or practice" constitutes "unfair competition."

28 65. The violations of the California Civil Code and other wrongdoing alleged herein  
constitute unlawful, unfair and/or fraudulent business acts and practices, and therefore "unfair

1 competition,” for the purposes of section 17200 of the California Business and Professions Code.  
2 Among other violations, Defendants’ collections and attempted collections of amounts over and  
3 above a retained security deposit are unlawful, all entitling Plaintiff and the Plaintiff Class to  
4 restitution under the UCL.

5           66. Likewise, Defendants’ deduction from the Plaintiff’s and the Plaintiff Class’  
6 respective security deposits without timely providing Plaintiffs and the Class legally competent  
7 itemized descriptions of the repairs, replacement or cleaning purportedly performed by Defendants  
8 constitutes an unlawful, unfair and/or fraudulent business practice. And, Defendants’ deduction  
9 from the Plaintiffs’ and the Plaintiff Class’ respective security deposits without timely providing  
10 Plaintiffs and the Class third party vendor invoices for all repairs, replacement or cleaning  
11 purportedly performed by third party vendors constitutes an unlawful, unfair and/or fraudulent  
12 business practice.

13           67. Further, Defendants’ mandated cleaning charge regardless of the condition of the  
14 premises – whether paid by tenant herself or deducted from her security deposit – is unlawful  
15 and/or unfair and/or fraudulent.

16           68. Plaintiff and the Plaintiff Class have suffered financial injury in fact and have lost  
17 money and/or property as a result of such unfair competition.

18           69. The facts set forth establish that Plaintiff and the members of the Plaintiff Class are  
19 entitled to judgment over and against Defendants and all of them, jointly and severally, awarding  
20 restitution to the Plaintiff and the Plaintiff Class of all monies acquired by means of the described  
21 unfair competition, including wrongfully withheld security deposits and associated penalties.

22           70. Plaintiff and the Plaintiff Class are further entitled to declaratory and injunctive  
23 relief determining the rights and obligations in dispute among the Parties and an order mandating  
24 Defendants adhere to the mandates of law with respect to their security deposit accounting  
25 practices.

26  
27 ///

28 ///

**PRAYER FOR RELIEF**

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

1. For actual damages sustained by Plaintiff and the Plaintiff Class members, including but not limited to, unlawfully retained security deposits; any amounts paid to Defendants over and above what was retained of their respective security deposits for unreasonable and unsubstantiated charges at move-out; plus any other amounts collected from Class members in connection with their leasehold termination for purported repairs, replacements, painting, carpet replacement or cleaning, accelerated rent, rental concession charge-backs, and any other charges collected in violation of law.
2. For return of the entirety of all Plaintiff's and the Plaintiff Class' security deposits retained by Defendants;
3. For penalties available pursuant to Civil Code section 1950.5(1);
4. For penalties available pursuant to Civil Code section 3345;
5. For restitution for violation of Business and Professions Code sections 17200 *et seq.*;
6. For pre-judgment interest;
7. For attorney's fees and expenses recoverable under law, including, without limitation, Code of Civil Procedure section 1021.5;
8. For costs, including class action notice and administration expenses;
9. For injunctive relief against Defendants' conduct, including an injunction:
  - a. Requiring Defendants to issue proper itemizations of security deposits as required by Civil Code section 1950.5 within the time prescribed by law;
  - b. Requiring Defendants to provide a third-party documentation for every cleaning, replacement, and repair charges consistent with the provisions of Civil Code § 1950.5(g)(2);
  - c. Prohibiting Defendants from charging any fees against residential security deposits other than the charges specifically authorized by Civil Code section

1 1950.5(b); and

2 d. To declare all alleged outstanding balances owed by class members invalid and  
3 prohibit collection thereupon.

4 10. For declaratory relief, declaring that outstanding balances alleged owed by the  
5 Plaintiff Class members are extinguished by operation of this suit;

6 11. For punitive damages;

7 12. For all other appropriate declaratory and equitable relief; and

8 13. Any other relief that this Court deems just.  
9

10 Dated: September 22, 2023

**HOGUE & BELONG**

11  
12 By: s/ Jeffrey Hogue  
13 JEFFREY L. HOGUE, ESQ.  
14 TYLER J. BELONG, ESQ.  
15 JULIE A. KEARNS, ESQ.  
16 Attorneys for Plaintiff  
17  
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28



1 **JURY DEMAND**

2 Plaintiffs and ROES 1 through 100, individually and on behalf of the other members of  
3 the Plaintiff Class, hereby demand trial by jury of all issues triable by a jury, pursuant to  
4 applicable law, including, but not necessarily limited to Article I, ¶16 of the California  
5 Constitution, and/or § 592 of the California Code of Civil Procedure.  
6

7 Dated: September 22, 2023

**HOGUE & BELONG**

8  
9 By: s/ Jeffrey Hogue  
10 JEFFREY L. HOGUE, ESQ.  
11 TYLER J. BELONG, ESQ.  
12 JULIE A. KEARNS, ESQ.  
13 Attorneys for Plaintiffs  
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Exhibit “A”

# Move Out Statement

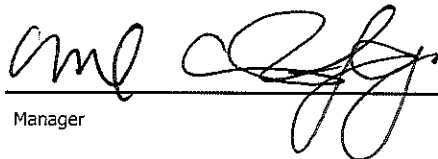
Date: 03/02/2023

|                    |                               |                  |                                    |            |            |
|--------------------|-------------------------------|------------------|------------------------------------|------------|------------|
| Code               | t0024845                      | Property         | plm                                | Lease From | 02/14/2022 |
| Name               | Kiara Ross                    | Unit             | A103                               | Lease To   | 02/14/2023 |
| Forwarding Address | 350 Caroni St                 | Status           | Past                               | Move In    | 02/14/2022 |
| City               | Wainut Creek, CA 94597        | Rent             | 2,100.00                           | Move Out   | 02/19/2023 |
| Telephone          | (559) 853-5383 (559) 853-5383 | Property Address | Palm Lake 780 Oak Grove Concord CA |            |            |
|                    |                               |                  |                                    | Notice     | 02/06/2023 |

| Date       | Description                               | Charge    | Payment  | Balance  | Chg/Rec |
|------------|---|-----------|----------|----------|---------|
|            | Balance as of 2/01/2023                   |           |          | 0.00     |         |
| 02/01/2023 | Rent (02/2023)                            | 2,100.00  | 0.00     | 2,100.00 | 1536884 |
| 02/01/2023 | Service Fee - 12/01/22-12/31/22           | 4.65      | 0.00     | 2,104.65 | 1537435 |
| 02/01/2023 | Sewer - 12/01/22-12/31/22                 | 32.61     | 0.00     | 2,137.26 | 1537436 |
| 02/01/2023 | Trash - 12/01/22-12/31/22                 | 14.52     | 0.00     | 2,151.78 | 1537437 |
| 02/01/2023 | Water - 12/01/22-12/31/22                 | 30.36     | 0.00     | 2,182.14 | 1537438 |
| 02/01/2023 | Water Heating - 12/01/22-12/31/22         | 12.86     | 0.00     | 2,195.00 | 1537439 |
| 02/15/2023 | Utilities 11/1 payment                    | -95.00    | 0.00     | 2,100.00 | 1552095 |
| 02/21/2023 | chk# 0017406255 :CHECKscan Payment - A103 | 0.00      | 1,425.00 | 675.00   | 604956  |
| 02/21/2023 | Final Move-out Fee                        | 1.95      | 0.00     | 676.95   | 1553767 |
| 02/21/2023 | Final Service Fee                         | 4.65      | 0.00     | 681.60   | 1553768 |
| 02/21/2023 | Final Sewer - 01/01/23-02/19/23           | 52.60     | 0.00     | 734.20   | 1553769 |
| 02/21/2023 | Final Trash - 01/01/23-02/19/23           | 23.42     | 0.00     | 757.62   | 1553770 |
| 02/21/2023 | Final Water - 01/01/23-02/19/23           | 48.97     | 0.00     | 806.59   | 1553771 |
| 02/21/2023 | Final Water Heating - 01/01/23-02/19/23   | 20.74     | 0.00     | 827.33   | 1553772 |
| 02/28/2023 | :Deposit Received credit                  | -1,050.00 | 0.00     | (222.67) | 1614845 |
| 02/28/2023 | Rent (02/2023) Credit 9 days              | -675.00   | 0.00     | (897.67) | 1614846 |
| 02/28/2023 | Apartment Cleaning                        | 250.00    | 0.00     | (647.67) | 1614847 |
| 02/28/2023 | Reglazing bathtub and inclosure           | 320.00    | 0.00     | (327.67) | 1614848 |
| 02/28/2023 | Counter top reglazing                     | 220.00    | 0.00     | (107.67) | 1614849 |
| 02/28/2023 | Trash out                                 | 300.00    | 0.00     | 192.33   | 1614850 |
| 02/28/2023 | Interior Painting                         | 240.00    | 0.00     | 432.33   | 1614851 |
| 03/02/2023 | Damage Charges-reglazing bathtub credit   | -320.00   | 0.00     | 112.33   | 1644455 |
| 03/02/2023 | Damage Charges-reglazing-countertop       | 138.00    | 0.00     | 250.33   | 1644456 |

Total Account Balance Due 250.33

Please review your final account statement. Your deposit did not cover all assessed charges to your account. You will have fifteen (15) days to remit payment for the balance owed. Please make payments payable to the community name and mail it to the site address provided. Alternatively, if you have a Resident Portal account, you may log in to your account to submit a payment online using an eCheck or Credit Card. If you have any questions or concerns, please contact our offices. Thank you.


3/2/2023  
 \_\_\_\_\_  
 Manager

# Exhibit “B”

# Central Painting Company

P.O. Box 12336  
Pleasanton, CA 94588  
925-484-5033

11/17/22

Palm Lake Apartments  
780 Oak Grove Rd.  
Concord, Ca. 94518

Central Painting proposes to do the following work at your property for the following prices. These prices do not include paint.

|                        |                    |          |
|------------------------|--------------------|----------|
| Studio                 |                    | \$275.00 |
| 1 Bedroom              | Full Paint         | \$300.00 |
| 2 Bedroom              | Full Paint         | \$350.00 |
| 3 Bedroom              | Full Paint         | \$400.00 |
| Ceiling                |                    | \$75.00  |
| Crown Molding          |                    | \$70.00  |
| Prime & Paint Cabinets |                    | \$275.00 |
| Storage Units          |                    | \$30.00  |
| Front Door             |                    | \$25.00  |
| Two Tone               |                    | \$50.00  |
| Patio & Entry Floor    |                    | \$35.00  |
| Accent Wall            |                    | \$40.00  |
| Balcony/Patio          |                    | \$75.00  |
| Prime or Double Coat   | Half of Full Paint |          |
| Occupied Unit          | Add                | \$100.00 |

Re-glaze (includes paint)

|                    |          |
|--------------------|----------|
| Countertop         | \$275.00 |
| Vanity             | \$150.00 |
| Bathtub            | \$225.00 |
| Tub and Enclosure  | \$400.00 |
| Shower & Enclosure | \$325.00 |



|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 2/24/2023 | 3020      |

|  |
|--|
| Bill To  |
| Palm Lake<br>780 Oak Grove Rd<br>Concord, CA 94518 |

|  |
|--|
| Job Site:  |
| Palm Lake<br>780 Oak Grove Rd<br>Concord, CA 94518 |

| P.O. Number | Terms | Rep | Ship      | Via | F.O.B. | Project |
|-------------|-------|-----|-----------|-----|--------|---------|
|             |       |     | 2/24/2023 |     |        |         |

| Description   | Amount |
|---|--------|
| Building A unit 103<br>Collect and dispose of trash | 300.00 |

|              |          |
|--------------|----------|
| <b>Total</b> | \$300.00 |
|--------------|----------|

PLEASE REMIT TO THE FOLLOWING:  
P.O BOX 2478, SAUSALITO, CA 94966