

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Terry Green

1 Caleb E. Mason (State Bar No. 246653)
2 Jacqueline M. Sparagna (State Bar No. 315275)
3 WERKSMAN JACKSON & QUINN LLP
4 888 West Sixth Street, Fourth Floor
5 Los Angeles, California 90017
6 Telephone: (213) 688-0460
7 Facsimile: (213) 624-1942
8 Email: cmason@werksmanjackson.com
9 Attorneys for Plaintiff

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

11 GARY PAGAR, an individual and) CASE NO. 21STCV07006
12 RUNYON NK MS, LLC, a company,) Judge:
13)
14 Plaintiffs,) **COMPLAINT FOR:**
15 v.) **1. FRAUD**
16 JONATHAN KIRK, KINSZA VIRGIL,) **2. BREACH OF CONTRACT**
17 and DOES 1 through 40, inclusive,) **3. BATTERY**
18 individuals,) **4. CONVERSION**
19 DEFENDANTS.) **5. TRESPASS TO CHATTELS**
20) **DEMAND FOR JURY TRIAL**
21)

22 Plaintiff GARY PAGAR (“MR. PAGAR”) and RUNYON NK MS, LLC
23 (“RUNYON”) (collectively “PLAINTIFFS”) hereby demand a jury trial and complain
24 and allege against Defendants JONATHAN KIRK (“MR. KIRK,”), KINSZA VIRGIL
25 (“MS. VIRGIL”), and DOES 1 through 40 (MR. KIRK, MS. VIRGIL, and DOES 1
26 through 40 are referred to collectively as “DEFENDANTS”), as follows:
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3 **INTRODUCTION**

4 1. On December 2, 2020 Defendant JONATHAN KIRK, aka “DaBaby,” and his
5 associates beat, punched, spat on, threatened, shoved, and robbed MR. PAGAR at MR.
6 PAGAR’s house on Solar Drive in Los Angeles, California (the “Property”). MR. KIRK
7 and MS. VIRGIL had rented MR. PAGAR’s house for what they said would be a private
8 vacation with no more than nine people. MR. KIRK and MS. VIRGIL agreed, in writing
9 and verbally, that they would not bring additional guests, and would not use the house for
10 commercial purposes, specifically including filming. These basic public health
11 requirements were mandated by the State and the County and were aimed at controlling
12 the spread of COVID-19.

13 2. But MR. KIRK and MS. VIRGIL lied. They signed the lease, and personally
14 assured MR. PAGAR they’d adhere to it; they promised there’d be no crowds, no parties,
15 and no filming. Those were bald-faced lies. In fact, the purpose of DEFENDANTS’ trip
16 to Los Angeles was to gather 40 people and a commercial film crew at Mr. PAGAR’s
17 house to film a music video. MR. KIRK and MS. VIRGIL had no compunction about
18 lying to get the keys to MR. PAGAR’s property. No sooner had they arrived, then they
19 brought 40 people and a commercial film crew to the property. When MR. PAGAR
20 asked them to stop, they beat and battered him, stole his phone by force so he couldn’t
21 call the police, and threatened him. Then they vandalized his house and left, after
22 stealing various valuable items. DEFENDANTS’ behavior was utterly despicable.

23 3. The image below, a still frame from a cell phone video, shows John Doe 1, one of
24 MR. KIRK’s associates, throwing MR. PAGAR to the ground and punching him. MR.
25 PAGAR is 64 years old and 5’7”. John Doe 1 is approximately 25 years old, and
26 approximately 6’3” and 220 pounds. John Doe 1 attacked MR. PAGAR without warning
27 as MR. PAGAR walked up the driveway.
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16 4. MR. KIRK, a singer who performs under the stage name “DaBaby,” was sitting in
17 the passenger seat of the red car visible behind DOE 1, watching DOE 1 beat MR.
18 PAGAR. In the driver’s seat of the red car was an individual named Jake Paul, who was
19 participating in the music video filming with MR. KIRK. The two other individuals
20 shown in the image above are part of MR. KIRK’s commercial film crew.

21 Approximately thirty additional people were standing around watching. None lifted a
22 finger to stop DOE 1 from beating up a 64-year old man. Instead, they laughed, pointed,
23 and filmed the scene. Their behavior was cowardly and despicable. An honorable man
24 would have intervened.

25 5. MR. KIRK then climbed out of the red car and pulled John Doe 1 off of MR.
26 PAGAR. But he didn’t do so to protect MR. PAGAR. He did so in order that he, MR.
27 KIRK, could then taunt, threaten, and punch MR. PAGAR, which he proceeded to do.
28 He stole MR. PAGAR’s phone by force, chased MR. PAGAR into the house, threatened

1 him (“You better not call the police”), then sucker-punched MR. PAGAR in the face,
2 bloodying MR. PAGAR and knocking out his tooth. Cowardly and despicable.

3 6. MR. PAGAR’s colleague, who witnessed the assault, managed to call 911 from
4 her own phone, while MR. KIRK and his associates laughed, taunted MR. PAGAR, and
5 tossed his stolen phone back and forth. When he told DEFENDANTS the police were on
6 the way, they all quickly fled the scene, leaving behind a damaged house, and stealing
7 valuable kitchenware as they left.

8 7. The factual narrative begins on November 29, 2020, when MR. KIRK, acting
9 through his manager and agent MS. VIRGIL, entered into a vacation rental agreement
10 with MR. PAGAR and RUNYON to rent the Property for what MR. KIRK and MS.
11 VIRGIL claimed was a week’s personal vacation. The rental contract had multiple
12 express provisions intended to help mitigate the spread of Covid-19, and to comply with
13 state and county health regulations. These included a 12-person limit on the number of
14 people present at the Property, and a prohibition on commercial uses, specifically
15 including film shoots.

16 8. MR. KIRK began violating the lease terms the moment he arrived. He brought
17 well more than twelve people with him to the Property. When MR. KIRK arrived with
18 more than twelve people, MR. PAGAR told MR. KIRK and MR. KIRK’s real-estate
19 Patrick Michael, to reduce the number of people staying at the property to twelve in order
20 to comply with the lease. MR. KIRK assured MR. PAGAR that he would comply, and
21 falsely stated that he didn’t have more than twelve guests, and that the other individuals
22 visibly present at the Property were just “helping him move in.” He falsely assured MR.
23 PAGAR that he would not have more than twelve people at a time on the Property.

24 9. MR. KIRK did not intend to keep his promises or to adhere to the lease agreement
25 in any way. Despite the lease agreement’s express prohibition on the use of the Property
26 for commercial filming, MR. KIRK brought dozens of extras and a commercial film crew
27 to the Property to film a music video on his first full day there. MR. PAGAR again
28 informed MR. KIRK and his agent Mr. Michael that this activity violated the terms of the

1 lease. MR. KIRK assured MR. PAGAR that he would stop. But he didn't. Instead, he
2 and his associates destroyed the Property's security camera and continued with their
3 commercial video shoot.

4 10. MR. PAGAR was notified when the security camera was destroyed, and he
5 promptly drove out to the Property to see what was happening. He discovered
6 approximately 40 people and a commercial film crew on the Property in the midst of
7 filming a music video. No one at the video shoot was wearing a mask. When MR.
8 PAGAR walked up the driveway to inform MR. KIRK that the filming would need to
9 cease and the dozens of unauthorized guests would need to leave, MR. KIRK and his
10 associates assaulted MR. PAGAR, a 64 year old man. DOE 1, who is approximately
11 twice MR. PAGAR's size and approximately 40 years younger than MR. PAGAR,
12 grabbed MR. PAGAR without warning, punching him and shoving him to the ground.

13 11. When MR. PAGAR attempted to call the police, MR. KIRK and his associates
14 followed MR. PAGAR into the house, stole Plaintiff's phone, threatened him, taunted
15 him, and further battered and beat him. MR. KIRK stole MR. PAGAR's phone by force,
16 ripping it from his hands and tossing it to his associates, DOES 1-40. MR. KIRK
17 threatened MR. PAGAR that he better not call the police or MR. KIRK would beat him
18 further. MR. KIRK then sucker-punched MR. PAGAR in the face, knocking out his
19 tooth and leaving him bruised and bloodied.

20 12. MR. KIRK appears to think he's a real tough guy. MR. KIRK is wrong.

21 13. MR. PAGAR's colleague watched in terror as MR. KIRK and DOES 1-40
22 surrounded MR. PAGAR in the front of the house, pushing him, shoving, spitting on him,
23 threatening him, and taunting him, while MR. KIRK and DOES 1-40 tossed MR.
24 PAGAR's stolen phone back and forth. MR. KIRK and DOES 1-40 then approached Mr.
25 PAGAR's car, scratching it with their keys and laughing.

26 14. MR. PAGAR told MR. KIRK that the police were coming, at which point MR.
27 KIRK and his associates fled the scene, stealing Plaintiff's property when they fled:
28 Plaintiff's phone and multiple valuable items from the house. In their wake, MR. KIRK

1 and DOES 1-40 fled the scene. They left behind thousands of dollars in damage to the
2 Property. And they never paid the full amount due under their rental agreement, nor did
3 they compensate MR. PAGAR for any of the damaged or missing items. MR. PAGAR
4 was left battered and traumatized.

5 15. MR. KIRK and MS. KINSZA failed to pay their rent, and ignored MR. PAGAR's
6 invoice and follow-up letter. They accept no responsibility for their actions, and offer no
7 apology or remorse. This action is therefore necessary.

8 **THE PARTIES**

9 16. MR. PAGAR is the manager of RUNYON, the owner of the Property, located at
10 2462 Solar Drive, Los Angeles, California 90046. At all relevant times MR. PAGAR was
11 a resident of Los Angeles, California.

12 17. RUNYON is a limited liability company that leases vacation rentals. Its office is
13 located in, and it does substantial business in, Los Angeles, California.

14 18. MR. KIRK, aka "DaBaby," is a singer, who performs under the stage name
15 DaBaby. He engaged in the conduct at issue in this case in Los Angeles, California.

16 19. MS. VIRGIL is MR. KIRK's manager. She signed the rental agreement at issue
17 herein at MR. KIRK's direction and on his behalf, acting as his employee and agent.

18 20. At all times relevant hereto, MS. VIRGIL and DEFENDANTS DOES 1 through
19 40, inclusive, and each of them, were in some way responsible for the injuries stemming
20 from the transactions and occurrences set forth herein. PLAINTIFFS are informed,
21 believe, and based thereon allege that at all times herein mentioned, MS. VIRGIL and
22 DOES 1 through 40 were acting as agents and/or employees and/or otherwise on behalf
23 of MR. KIRK and were acting in the course and scope of their employment and/or
24 agency during the transactions and occurrences set forth herein.

25 21. PLAINTIFFS are informed and believe, and thereon allege that each of the
26 DEFENDANTS, including DOES 1 through 40, is responsible in some manner for the
27 transactions and occurrences set forth herein and that those DEFENDANTS' actions
28 and/or failures to act legally caused the injuries and damages set forth herein.

1 22. MS. VIRGIL, MR. KIRK, and DOES 1 through 40 are all collectively referred to
2 herein as “DEFENDANTS.”

3 23. MR. PAGAR and RUNYON are collectively referred to as “PLAINTIFFS.”

4 24. The true names and capacities, whether individual, corporate, or otherwise, DOES
5 1 through 40, inclusive, are presently unknown to PLAINTIFFS, who therefore sue such
6 defendants by fictitious names. PLAINTIFFS are informed and believe thereon allege
7 that each defendant designated herein as “DOE” in some manner, and to some extent,
8 was legally responsible in some manner for the events and happenings herein referred to
9 and caused injury and damage proximately thereby to PLAINTIFFS as herein alleged.
10 PLAINTIFFS will amend this complaint to show DOES true names and capacities if and
11 when the same are ascertained.

12 25. PLAINTIFFS are informed and believe based thereon allege that at all times
13 herein mentioned, each of the DEFENDANTS was the co-tortfeasor of each of the other
14 DEFENDANTS and responsible for the total harm, damages, and wrongs suffered by
15 PLAINTIFFS.

16 **JURISDICTION AND VENUE**

17 26. The amount in controversy exceeds the jurisdictional limits of the Superior Court.

18 27. Jurisdiction and venue are proper in this Court because DEFENDANTS’ relevant
19 conduct occurred in whole or significant part in Los Angeles County; and because the
20 contract at issue in this case provides for venue and jurisdiction in this Court.

21 **FACTUAL ALLEGATIONS**

22 28. MR. PAGAR is the owner of the Property, and leases it out through RUNYON.
23 On November 29, 2020, PLAINTIFFS entered into a Vacation Rental Agreement
24 (hereinafter “VRA”) with MS. VIRGIL, who was acting on behalf of and as agent for
25 Defendant MR. KIRK. MS. VIRGIL used an email address from “Billion Dollar Baby
26 Entertainment,” a limited liability company that lists MR. KIRK as its manager, and she
27 expressly represented to MR. PAGAR, through real estate agent Patrick Michael, that the
28 rental was for MR. KIRK. All MS. VIRGIL’s actions and communications set forth

1 herein were within the scope of her employment by and agency for MR. KIRK.

2 29. MR. KIRK, acting by, through, and with MS. VIRGIL, agreed to rent the Property
3 for eight nights from November 29, 2020 until December 7, 2020.

4 30. MR. KIRK and Ms. Virgil agreed to pay \$3,800 dollars a night for the rental,
5 \$8,000 as a security deposit, an \$850 cleaning fee, \$4,256 in occupancy tax, and a \$200
6 broker fee.

7 31. The VRA included two Addenda, one specifically addressing the prohibition on
8 commercial filming and the limits on number guests, and one advising DEFENDANTS
9 of the importance of adhering to COVID-related public health precautions. The VRA,
10 including the Addenda, is attached hereto as Exhibit 1.

11 32. The VRA included, *inter alia*, the following terms: 1) no more than twelve people
12 were authorized to be at the property; 2) the lease was for strictly personal use and no
13 commercial activity was to take place; and 3) no filming other than for personal use with
14 guests' phones.

15 33. On the evening of November 29, 2020 MR. KIRK arrived at the Property with
16 more than the twelve authorized guests. The occupancy limit was agreed to in the VRA
17 and was in accordance with local public-health measures designed to help slow the
18 spread of Covid-19. MR. PAGAR saw the additional unauthorized guests arriving on the
19 Property's security camera. Upon seeing the additional people Plaintiff contacted MR.
20 KIRK's real estate agent Patrick Michael and told him there were too many people at the
21 Property.

22 34. Mr. Michael then spoke with MR. KIRK. MR. KIRK told Mr. Michael to tell
23 MR. PAGAR that the additional guests were only helping MR. KIRK to move in to the
24 Property and would not be staying the Property. Mr. Michael conveyed this assurance to
25 MR. PAGAR. But the assurance was false. The numerous unauthorized guests remained
26 at the property and dozens more arrived throughout DEFENDANTS' stay.

27 35. On December 1, 2020, MR. KIRK brought a commercial film crew to the Property
28 to film a music video. This was in direct violation of the VRA, which prohibited the use

1 of the property for commercial use and commercial filming. MR. PAGAR observed the
2 commercial film crew arrive at the Property and again contacted Defendant's real estate
3 agent Mr. Michael. MR. KIRK and MS. VIRGIL told Mr. Michael to tell MR. PAGAR
4 that DEFENDANTS were not doing commercial filming and wouldn't do any, and that
5 the number of individuals on the property would be reduced to twelve persons. These
6 assurances were again false.

7 36. DEFENDANTS continued filming on December 1, 2020 without reducing the
8 number of people on the Property. The next day, on December 2, 2020, DEFENDANTS
9 brought in another commercial film crew with additional cars, props, filming equipment,
10 and tech crew. To hide this activity, which DEFENDANTS knew was prohibited by the
11 VRA, and which DEFENDANTS had falsely assured MR. PAGAR they were not doing
12 and would not do, DEFENDANTS destroyed the security camera at the front of the
13 Property.

14 37. MR. PAGAR was alerted to the destruction of the security camera and went to the
15 Property to see what was happening. Upon his arrival at the property on December 2,
16 2020, MR. PAGAR found approximately 40 people at the Property in the middle of a
17 commercial music video shoot.

18 38. When MR. PAGAR attempted to speak to MR. KIRK to inform DEFENDANTS
19 that they needed to cease the commercial video shoot, one of MR. KIRK's associates,
20 DOE 1, shown in the photo below, grabbed Plaintiff MR. PAGAR, who is 64 years old,
21 and approximately 5'7", punched him, and threw him to the ground. DOE 1 is
22 approximately 25 years old, approximately 6'3", and approximately 225 pounds.



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13 39. MR. KIRK was sitting in the passenger seat of the red car shown in the image
14 above, next to an individual sitting in the driver's seat identified as a person named Jake
15 Paul, who was participating in some manner in the video shoot. MR. KIRK watched
16 DOE 1 beat and batter MR. PAGAR, then got out of the car and pulled DOE 1 back.

17 40. As MR. PAGAR picked himself up and tried to escape, MR. KIRK thereupon
18 turned on MR. PAGAR himself, and began threatening and taunting him. MR. KIRK
19 threatened MR. PAGAR that he would beat him up if he called the police. MR. KIRK
20 then grabbed MR. PAGAR's phone from him by force, and then sucker-punched MR.
21 PAGAR in the face, knocking out MR. PAGAR's tooth and leaving his face bruised and
22 bleeding. MR. PAGAR required medical treatment for his injuries.

23 41. After this robbery and battery by MR. KIRK, MR. PAGAR came back outside.
24 MR. KIRK followed him, and tossed MR. PAGAR's phone to DOES 1-40, who stood by
25 laughing, taunting MR. PAGAR, and tossing MR. PAGAR's phone back and forth, while
26 pushing, shoving, and spitting on MR. PAGAR, as directed, encouraged, and incited by
27 MR. KIRK.

28 42. A colleague of MR. PAGAR witnessed the assault and called 911 on her own

1 phone. MR. KIRK and DOES 1-40 then vandalized MR. PAGAR's car, scratching it with
2 their keys and and causing damage to it. MR. PAGAR, in fear for his and his colleagues'
3 safety, shouted to MR. KIRK and DOES 1-40 that the police were on the way.

4 43. MR. PAGAR fled the scene to escape the police. They did not return. When the
5 police arrived, MR. PAGAR surveyed the damage, and found that DEFENDANTS had
6 vandalized the house, causing damage to it as well, including damage to artwork, walls,
7 floors, and accessories, including without limitation destroying Plaintiff's' Nest security
8 camera and damaging a foyer sculpture, couch, and pool table; causing damage to walls,
9 carpets, and floors; and smoking in the Property, requiring cleaning. Furthermore,
10 DEFENDANTS stole a number of items including without limitation Plaintiff's iPhone
11 and various expensive kitchenware items.

12 44. On December 9, 2020, DEFENDANTS made a partial payment to their real estate
13 agent Mr. Michael. To date DEFENDANTS have not paid the full amount owed under
14 the VRA nor the additional fees incurred due to the damage, commercial filming
15 activities, and additional guests staying at the Property.

16 45. MR. KIRK and DEFENDANTS' conduct caused MR. PAGAR to suffer physical
17 and psychological injuries including without limitations a broken tooth and a battered,
18 swollen face. MR. PAGAR sought and continues to seek medical treatment for his
19 injuries, the full cost of which will be subject to proof at trial. MR. PAGAR and
20 RUNYON suffered significant economic damages in an amount subject to proof at trial,
21 through, inter alia, the lost rental income, the expenses necessary to repair the damage to
22 the Property, the time and expense of attempting to collect the debt owed by
23 DEFENDANTS, and the reputational harms of having the Property be associated with
24 lawlessness and criminal conduct.

25 46. On December 12, 2019, Plaintiffs sent DEFENDANTS an invoice, attached hereto
26 as Exhibit 2. DEFENDANTS ignored the invoice and did not pay the balance due.

27 47. MR. PAGAR suffered physical and mental trauma from DEFENDANTS assault.
28 DEFENDANTS have never apologized, compensated, or offered to compensate MR.

1 PAGAR for his suffering. DEFENDANTS never returned the stolen property or offered
2 to reimburse PLAINTIFFS for the missing or destroyed items. MR. KIRK and MS.
3 VIRGIL breached their contract, and DEFENDANTS' violent actions demonstrated a
4 callous disregard for public safety and caused PLAINTIFFS significant damages in an
5 amount subject to proof at trial.

6 48. DEFENDANTS intentionally deceived PLAINTIFFS into leasing the Property to
7 them by fraudulently misrepresenting and concealing material facts from PLAINTIFFS.
8 For that reason, and because DEFENDANTS acted violently, maliciously and
9 intentionally as set forth herein when they beat and battered MR. PAGAR, causing him
10 injury, punitive damages are warranted in this case.

11 49. DEFENDANTS engaged in the conduct set forth herein in Los Angeles,
12 California.

13 **FIRST CAUSE OF ACTION**

14 **(Fraud: Material Misrepresentation and Concealment)**

15 **(All PLAINTIFFS Against MR. KIRK and MS. VIRGIL)**

16 50. PLAINTIFFS incorporate by reference all preceding and succeeding paragraphs as
17 though set forth in full herein.

18 51. MR. KIRK and MS. VIRGIL, who acted as MR. KIRK's agent and for whose
19 tortious conduct Defendant MR. KIRK is responsible, concealed certain facts from
20 PLAINTIFFS while disclosing other facts. MS. VIRGIL acted at all times on behalf of
21 and at the direction of MR. KIRK, and was MR. KIRK's employee and agent for
22 purposes of all conduct at issue herein, which conduct was within the scope of her
23 employment and agency.

24 52. Specifically, as set forth herein, MS. VIRGIL and MR. KIRK told PLAINTIFFS
25 that twelve or fewer guests including MR. KIRK would be staying at the Property for a
26 personal vacation, but concealed from PLAINTIFFS the fact—known to DEFENDANTS
27 but not known to PLAINTIFFS—that DEFENDANTS' true plan was for MR. KIRK to
28 film a commercial music video at the Property with a commercial film crew and

1 approximately 40 people.

2 53. The concealed facts were material to PLAINTIFFS because PLAINTIFFS would
3 not have agreed to lease the property to DEFENDANTS had PLAINTIFFS been aware of
4 MR. KIRK's plans. PLAINTIFFS would not have agreed to rent the Property to
5 DEFENDANTS had MR. KIRK or MS. VIRGIL disclosed the true facts.

6 54. MR. KIRK's and MS. VIRGIL's disclosures to Plaintiffs were deceptive because
7 the omitted facts were highly material to PLAINTIFFS, and PLAINTIFFS would never
8 have agreed to the contract had MS. VIRGIL or any of MR. KIRK disclosed them.

9 55. MS. VIRGIL and MR. KIRK intentionally failed to disclose the above facts—that
10 their plan was to use the Property for a large commercial video shoot involving 40 people
11 and with no Covid-19 protocols in place—and those facts were known only to MR.
12 KIRK, MS. VIRGIL and DEFENDANTS. PLAINTIFFS could not have discovered the
13 above facts regarding MR. KIRK's plans to host approximately 40 people on the
14 Property— three times more than the 12 guest limit specified in the VRA —and then
15 conduct a large commercial shoot. PLAINTIFFS relied in good faith on the expectation
16 that MR. KIRK and MS. VIRGIL were honest and acting in compliance with the contract
17 and all applicable public-health regulations, laws and best practices. MR. KIRK and MS.
18 VIRGIL were not honest, however. They lied to PLAINTIFFS.

19 56. MR. KIRK and MS. VIRGIL prevented PLAINTIFFS from discovering the
20 relevant facts. MR. KIRK and MS. VIRGIL solicited the rental of the Property from
21 PLAINTIFFS for the express and limited purpose of personal, non-commercial use, for
22 MR. KIRK's personal vacation. Only once DEFENDANTS arrived at the Property and
23 began filming, did PLAINTIFFS become aware that DEFENDANTS were in fact using
24 the Property for commercial filming purposes and far exceeding the number of authorized
25 guests on the Property.

26 57. MR. KIRK and MS. VIRGIL intended to and did deceive all PLAINTIFFS into
27 signing and agreeing to the VRA, by means of the fraudulent concealment and material
28 misrepresentations set forth herein.

1 58. PLAINTIFFS would not have agreed to lease the Property to MR. KIRK or MS.
2 VIRGIL or any of MR. KIRK's agents or associates, if MR. KIRK or MS. VIRGIL had
3 disclosed the true facts regarding MR. KIRK's intended use of the Property or the
4 number of people who would be on the Property. If MR. KIRK or MS. VIRGIL had
5 disclosed the true facts, PLAINTIFFS would not have agreed to lease them the Property.

6 59. As a result of the fraudulent conduct of MR. KIRK and MS. VIRGIL, and each of
7 them, Plaintiffs were injured economically, physically, reputationally and
8 psychologically. MR. KIRK's and MS. VIRGIL's misrepresentations and concealment of
9 the true facts were a substantial factor in causing PLAINTIFFS' harm, as set forth herein.

10 60. MR. KIRK ratified MS. VIRGIL's misrepresentations and omissions, and
11 demonstrated his own personal intent to lie to and deceive PLAINTIFFS by lying to
12 PLAINTIFFS about the number of guests on the Property and his commercial filming
13 activities. MR. KIRK personally lied to PLAINTIFFS by assuring them through Mr.
14 Michael that he would not have more than twelve guests and would not engage in
15 commercial filming. MR. KIRK then destroyed the Property's security camera to hide
16 his activities and prevent MR. PAGAR from discovering that he was lying. MR. KIRK
17 thereby personally ratified the misrepresentations and omissions made at his direction
18 and on his behalf by MS. VIRGIL. MR. KIRK engaged in, approved, oversaw and
19 ratified all of the above conduct in Los Angeles County, California.

20 61. MR. KIRK and MS. VIRGIL are liable for punitive damages because they
21 deliberately lied to and deceived PLAINTIFFS in order to induce PLAINTIFFS to sign
22 the VRA.

23 **SECOND CAUSE OF ACTION**

24 **(Breach of Contract)**

25 **(All PLAINTIFFS Against MR. KIRK and MS. VIRGIL)**

26 62. PLAINTIFFS incorporate by reference all preceding and succeeding paragraphs as
27 though set forth in full herein.

28 63. MR. KIRK, acting through his manager and agent MS. VIRGIL, agreed and

1 signed a valid vacation rental agreement and addendum with PLAINTIFFS for the
2 personal, non-commercial lease of the Property. At all relevant times, MS. VIRGIL was
3 acting in her official capacity and within the scope of her employment as MR. KIRK's
4 agent and manager when she signed the VRA on his behalf. Both MR. KIRK and MS.
5 VIRGIL are liable for the subsequent breach of the VRA.

6 64. PLAINTIFFS have performed all of the terms, conditions, and covenants required
7 to be performed by PLAINTIFFS under the VRA.

8 65. MR. KIRK and MS. VIRGIL, however, acted with total disregard for their
9 contractual obligations. They did not pay the rent and fees they agreed to pay, and they
10 violated multiple contractual obligations set forth in the VRA, including, without
11 limitation, their obligation to not host more than twelve guests at the property at any time;
12 their obligation to abide by all state and local Covid-19 regulations; their obligation not to
13 use of the premises for commercial filming; their obligation not to smoke in or damage
14 the Property; and their obligation to pay the rent and fees they promised to pay. MR.
15 KIRK and MS. VIRGIL breached the VRA.

16 66. MR. KIRK and MS. VIRGIL's breach of their contract with PLAINTIFFS
17 economically harmed PLAINTIFFS, because, inter alia, PLAINTIFFS did not receive the
18 rental income they were due under the VRA, and PLAINTIFFS were forced to make
19 repairs to the Property to repair the damages cause by DEFENDANTS.

20 67. MR. KIRK and MS. VIRGIL's breach was a substantial factor in causing
21 PLAINTIFFS' harm.

22 **THIRD CAUSE OF ACTION**

23 **(Battery)**

24 **(MR. PAGAR Against MR. KIRK, DOE 1, and DOES 2-40)**

25 68. PLAINTIFFS incorporate by reference all preceding and succeeding paragraphs as
26 though set forth in full herein.

27 69. MR. KIRK touched MR. PAGAR when he pushed MR. PAGAR, grabbed MR.
28 PAGAR's phone from him, and punched MR. PAGAR in the face, injuring him,

1 bloodying his face, and knocking out his tooth. MR. KIRK's contact with MR. PAGAR
2 was harmful and offensive.

3 70. MR. PAGAR did not consent to this conduct by MR. KIRK. MR. PAGAR was
4 physically and emotionally harmed by MR. KIRK's actions. MR. PAGAR required
5 medical treatment as a result of MR. KIRK's battery.

6 71. A reasonable person in MR. PAGAR's situation would have been offended by the
7 violent contact, and MR. PAGAR was offended by the violent contact.

8 72. DOE 1 touched MR. PAGAR when he pushed MR. PAGAR down to the ground
9 and punched him. Such contact with MR. PAGAR was harmful and offensive.

10 73. MR. PAGAR did not consent to this conduct by DOE 1. MR. PAGAR was
11 physically and emotionally harmed by DOE 1's actions. MR. PAGAR required medical
12 treatment as a result of DOE 1's battery.

13 74. A reasonable person in MR. PAGAR's situation would have been offended by the
14 violent contact, and MR. PAGAR was offended by the violent contact.

15 75. Further, DOES 2-40, individually and as agents of MR. KIRK, made harmful and
16 offensive contact with MR. PAGAR as he attempted to leave the house. Multiple
17 individuals repeatedly and violently pushed, shoved and spat on him. DEFENDANTS'
18 contact with MR. PAGAR was harmful and offensive.

19 76. Plaintiff did not consent to being punched, shoved, pushed, and spat upon by
20 DOES 2-40 a group of people decades younger than him. Plaintiff was offended and
21 harmed by such contact.

22 77. A reasonable person under the circumstances would be offended by the conduct of
23 DOES 2-40 in shoving, pushing, and spitting on him.

24 78. DOES 1 through 40 were acting at the direction and incitement of MR. KIRK, and
25 within the scope of their employment or agency by, for, and with MR. KIRK, when they
26 battered Plaintiff.

27 79. MR. KIRK, DOE 1, and DOES 2-40 intended to harm MR. PAGAR and did harm
28 him. By striking, punching, pushing, spitting on, knocking down, and otherwise willfully

1 and intentionally causing harmful and offensive contact to Plaintiff without legal
2 provocation or justification, MR. KIRK, DOE No.1, and DOE Nos. 2-40, battered MR.
3 PAGAR.

4 80. Their actions were violent, lawless, malicious, and intentional, warranting punitive
5 damages.

6 **FOURTH CAUSE OF ACTION**

7 **(Conversion)**

8 **(All PLAINTIFFS Against MR. KIRK AND DOES 1-40)**

9 81. PLAINTIFFS incorporate by reference all preceding and succeeding paragraphs as
10 though set forth in full herein.

11 82. MR. KIRK AND DOES 1-40 wrongfully exercised control over PLAINTIFFS'
12 personal property when they took and/or destroyed PLAINTIFFS' belongings including
13 without limitation MR. PAGAR's Phone, and various items from the Property, including
14 a sculpture, kitchenware, and a Nest security camera.

15 83. At all times mentioned, PLAINTIFFS were, and still are, the legal owner(s) of the
16 aforementioned items and were, and still are, entitled to regain possession of those items.

17 84. MR. KIRK AND DOES 1-40 substantially interfered with PLAINTIFFS' property
18 by knowingly or intentionally taking possession of, destroying, and/or refusing to return
19 the aforementioned items. DEFENDANTS intentionally destroyed the security camera on
20 the property to conceal their breach of the lease agreement, and stole MR. PAGAR's
21 phone by force and threats.

22 85. MR. PAGAR did not consent to MR. KIRK AND DOES 1-40 taking and/or
23 destroying these items. In the case of MR. PAGAR's phone, MR. KIRK AND DOES 1-
24 40 forcibly took the phone from MR. PAGAR and refused to return it. MR. KIRK AND
25 DOES 1-40 taunted MR. PAGAR by tossing the phone amongst themselves to keep MR.
26 PAGAR from getting it back before ultimately leaving the Property with the phone. The
27 other items were fixtures in the house and were part of the Property, and DEFENDANTS
28 were not legally entitled to take or destroy them.

1 86. MR. KIRK AND DOES 1-40's wrongful taking and/or destruction of Plaintiff's
2 property has economically harmed Plaintiff who has had to replace those items and
3 thereby suffered economic losses due to DEFENDANTS actions.

4 87. DEFENDANTS' conduct was a substantial factor in causing Plaintiff's harm as
5 they are the ones who took or destroyed the items owned by Plaintiff.

6 **FIFTH CAUSE OF ACTION**

7 **(Trespass to Chattels)**

8 **(MR. PAGAR Against MR. KIRK and DOES 1-40)**

9 88. PLAINTIFFS incorporate by reference all preceding and succeeding paragraphs as
10 though set forth in full herein.

11 89. DEFENDANTS wrongfully trespassed on MR. PAGAR's personal property by
12 keying and scratching MR. PAGAR's vehicle.

13 90. MR. PAGAR was and still is the legal owner of the vehicle.

14 91. DEFENDANTS intentionally damaged MR. PAGAR's vehicle when they keyed
15 the vehicle.

16 92. MR. PAGAR did not consent to DEFENDANTS' actions.

17 93. MR. PAGAR suffered harm. MR. PAGAR's vehicle was damaged and MR.
18 PAGAR must pay to have it repaired.

19 94. DEFENDANTS' conduct in keying and scratching the vehicle was a substantial
20 factor in causing MR. PAGAR's harm.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFFS pray for judgment against DEFENDANTS as
23 follows:
24

- 25 1. For compensatory and general damages in an amount according to proof;
- 26 2. For special damages in an amount according to proof;
- 27 3. For punitive damages where allowed by law;
- 28 4. For pre- and post-judgment interest on all damages as allowed by the law;

- 1 5. For costs of suit incurred herein; and
2 6. For such other and further relief as the Court deems just and proper.
3

4 Dated: February 19, 2021

WERKSMAN JACKSON & QUINN LLP

5
6 
7

8
9 By: _____
10 Caleb E. Mason
11 Attorneys for Plaintiffs

12 **DEMAND FOR JURY TRIAL**

13
14 Plaintiffs demand a jury trial.

15 Dated: February 19, 2021

WERKSMAN JACKSON & QUINN LLP

16
17 
18

19
20 By: _____
21 Caleb E. Mason
22 Attorneys for Plaintiffs
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EXHIBIT 1

RENTAL AGREEMENT WITH ADDENDA

(Vacation Rental Agreement; Solar Drive Addendum; Coronavirus Addendum)



CALIFORNIA
ASSOCIATION
OF REALTORS®

VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)
(C.A.R. Form VRA, Revised 1/06)

1. **OCCUPANT:** Kinsza Maneke Virgil ("Occupant") agrees as follows:
2. **PROPERTY:** Occupant rents, for vacation purposes only, the furnished real property and improvements described as:
2462 Solar Dr, situated in
Los Angeles, County of Los Angeles, California ("Premises").
The Premises has 6 bedroom(s) and 9 bath(s).
3. **ARRIVAL AND DEPARTURE:**
Arrival: 11/29/2020 (Date) at 9pm (Time) Departure: 12/07/2020 (Date) at 12 noon (Time).
4. **AUTHORIZED USE AND GUESTS:** The Premises are for the sole use as a personal vacation residence by not more than 12 adults and 0 children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: Invited Guests only.

("Authorized Guests").

No other guests, visitors or persons are permitted. If the Premises are used, in any way, by more or different persons than those identified in this paragraph, (i) Occupant, Authorized Guests and all others may be required to immediately leave the Premises or be removed from the Premises; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.

5. **PAYMENTS:** Occupant agrees to the following payments:
- A. **The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.**

B. Category	Amount Due	Payment Due Date
Reservation Fee:	\$	
Rent: <u>3800/nt x8 nights</u>	\$ <u>30,400.00</u>	<u>November 30, 2020</u>
Security Deposit:	\$ <u>8,000.00</u>	<u>November 30, 2020</u>
Cleaning Fee: <u>Exit Cleaning</u>	\$ <u>850.00</u>	<u>November 30, 2020</u>
Other: <u>14% Occupancy Tax</u>	\$ <u>4,256.00</u>	<u>November 30, 2020</u>
Other: <u>Broker Admin Fee</u>	\$ <u>200.00</u>	<u>November 30, 2020</u>
Transient Occupancy Tax:	\$	
Total:	\$ <u>43,706.00</u>	

6. **BALANCE DUE; LATE CHARGE:** If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of \$ _____.
7. **SECURITY DEPOSIT:**
- A. The security deposit will be transferred to and held by Owner; or held in Owner's Representative's trust account.
- B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and _____ bills; and (2) return any remaining portion of the security deposit to Occupant.
- C. No interest will be paid on the security deposit unless required by local ordinance.
- D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.
8. **CANCELLATION; REFUND:** If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

Occupant acknowledges receipt of a copy of this page.
Occupant's Initials (VM) (_____)

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VRA REVISED 1/06 (PAGE 1 OF 3)

VACATION RENTAL AGREEMENT (VRA PAGE 1 OF 3)



Capital Investment Realty Group, Inc., 269 S. Beverly Drive Ste 469 Beverly Hills CA 90212
Patrick Michael

Phone: 310.275.3915 Fax: 310.861.1095
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com

2462 Solar Dr nov

Premises: **2462 Solar Dr, Los Angeles, PA**Date: **11/29/2020**

- 9. HOLDING OVER:** Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of 1 and 1/2 times the daily prorated rent (or if checked _____) ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for guests displaced by Occupant's holding over. Late check-outs will be charged 50% of the Holdover Rate (or if checked _____).
- 10. CLEANING:** Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in the same condition less ordinary wear and tear. If Occupant does not return the Premises in the same condition, a(n) (additional) charge will be deducted from the security deposit.
- 11. NO PETS:** Pets are not allowed. If an unauthorized pet is on the Premises, (i) Occupant is responsible for all damage caused by the pet, (ii) Occupant, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it, (iii) Occupant is in breach of this Agreement, and (iv) Occupant forfeits its right to return of any security deposit.
- 12. NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; (iii) Occupant is in breach of this Agreement; and (iv) Occupant forfeits its right to return of any security deposit.
- 13. NSF CHECKS:** If a check is returned NSF, Occupant shall pay \$25.00 as an NSF fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Occupant's NSF payment. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.
- 14. CONDITION OF PREMISES:** Occupant has has not viewed the Premises prior to entering into this Agreement. Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.
- 15. UTILITIES:** Owner is to pay for all utilities except as follows:
 Occupant agrees to pay for all telephone charges.
 Occupant agrees to pay for **Pool heating and any additional daily cleaning or concierge services**.
- 16. RULES; REGULATIONS; NO COMMERCIAL USE:** Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests and licensees of Occupant shall not: (i) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.
- 17. CONDOMINIUM; PLANNED UNIT DEVELOPMENT:** (If checked) The Premises is a unit in a condominium, planned unit development or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Owner shall provide Occupant copies of rules and regulations of the HOA, if any. Occupant shall reimburse Owner for any fines or charges imposed by the HOA or other authorities, due to any violation by Occupant or the guests or licensees of Occupant.
- 18. MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all repairs or replacements caused by Occupant, guests and licensees of Occupant, excluding ordinary wear and tear. Occupant shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- 19. ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
- 20. ENTRY:**
- A.** Owner and Owner's representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
- B.** Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, mortgagees, lenders, appraisers or contractors.
- 21. NO ASSIGNMENT OR SUBLETTING:** Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.
- 22. UNAVAILABILITY:** If for any reason beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
- 23. OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
- 24. PERSONAL PROPERTY AND INJURY:**
- A. Owner Insurance:** Occupant's or guests' personal property, including vehicles, are not insured by Owner or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.
- B. Occupant Insurance:** Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.
- C. Indemnity and Hold Harmless:** Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant's guests or licensees or their personal property.

Occupant acknowledges receipt of a copy of this page.

Occupant's Initials (_____) (_____)



Premises: **2462 Solar Dr, Los Angeles, PA**

Date: **11/29/2020**

25. MEDIATION: Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

26. METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Owner has given Occupant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

27. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Owner nor Brokers, if any, are required to check this website. If Occupant wants further information, Occupant should obtain information directly from this website.)

28. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Occupant.

29. TRANSIENT OCCUPANCY: Occupant is renting the Premises as a transient lodger for the number of days specified in paragraph 3 from Owner who retains full legal, possessory and access rights.

30. KEYS; LOCKS: Upon arrival, (or) Occupant will receive:
 2 key(s) to Premises, **1** remote control device(s) for garage door/gate opener(s),
 key(s) to mailbox, _____,
 key(s) to common area(s), _____.

Occupant acknowledges that locks to the Premises have have not been rekeyed. If Occupant rekeys existing locks or opening devices, Occupant shall immediately deliver copies of all keys to Owner or Owner's Representative. Occupant shall pay all costs and charges related to loss of any keys or opening devices. Occupant may not remove locks, even if installed by Occupant.

31. OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:

- Check-in procedure
- Contract addendum
- _____
- _____

32. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

Occupant *[Signature]* Date 11/30/2020
 Address 101 b Tryon City Charlotte State NC Zip 28246
 Telephone 704994602 Fax _____ E-mail Serenity@billiondollarbabyent.co

Occupant _____ Date _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

For information regarding the Premises of this Agreement, contact Owner or Owner's Representative

DocuSigned by: *Gary Pagar*
 Name Runyon NKMS LLC 6FFD8638972C4F3...
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

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VACATION RENTAL AGREEMENT ADDENDUM

This Addendum includes additional terms of that certain Vacation Rental Agreement (“Agreement”) dated 11/18/2019 for the use of the property 2462 Solar Drive, Los Angeles CA 90046 (“Premises”) by Occupant. The Parties hereto, intending to be legally bound, agree that this Addendum shall supplement to the extent applicable, and if not, shall modify and amend to the extent applicable the Agreement as hereinafter provided.

1) Occupant agrees to pay all rents, fees, and other payments by cashier’s check, money order, wire transfer, or cash.

2) Occupant accepts the Premises “As-Is, Where-Is, and With All Faults.”

3) Occupant recognizes that the Premises are located in an area at high risk for fires and shall take due care to prevent any fires and shall cause its guests, staff members, contractors, employees, vendors, agents, and other persons engaged by Occupant to take due care to prevent any fires. Open fires are not allowed anywhere on the Premises. No lit candles are allowed anywhere on the Premises except for inside the house or around the poolside. All lit candles located on the terraces immediately around the house must be held within glass containers. Occupant may place battery-powered candles on outdoor walls and staircases. No smoking is permitted on the Premises except in designated smoking areas outside and immediately surrounding the house. Occupant shall provide a reasonable number of ashtrays outside the house for use during the lease term.

4) Prior to check-out, Occupant shall return all furniture to its original position as it was displayed during check-in or otherwise incur a \$250.00 moving charge that shall be deducted from the security deposit.

5) Payment and security deposit must be rendered in USD in the form of cashier’s check, wire transfer, cash, or money order for the rental of this property PRIOR to check-in. No Refunds or Cancellations for the lease term.

6) The Premises shall be inspected at check-in and check-out by Occupant and Owner or Owner’s Representative so that Occupant may be made aware of any defects or damages to the Premises so as to expedite their repair or replacement and the return of the Security Deposit.

7) Occupant agrees to pay any damages done to Premises and furnishings, which will be deducted from security deposit or paid in cash at check-out.

8) Occupant agrees not to host more than 12 guests at the property at any one given time. House is being rented for the purpose of a "vacation rental" only. Any gatherings of 13 guests or more will be defined as a "party," which will not be permitted on the Premises. In addition, Occupants shall adhere to all Covid city regulations and restrictions and abide by these local ordinances.

9) NA

10) Owner is not responsible for the loss of personal belongings or valuables of the Occupant and the Occupant’s invitees. By executing this agreement, Occupant and Occupant’s invitees are expressly assuming the risk of any harm arising from their use of Premises.

11) Gardner and Pool maintenance may enter the property during Tenant’s stay for regular maintenance and care of the pool and garden.

12) Property is being rented for vacation rental purposes only. NO COMMERCIAL USE (production crews), FILMING, OR EVENTS OF ANY KIND SHALL BE PERMITTED AND SHALL RESULT IN THE LOSS OF THE SECURITY DEPOSIT PLUS ANY ADDITIONAL DAMAGES AS A RESULT. Social media, personal camera/video ok.

13) Unless requested by Tenant otherwise, housekeeper on staff will be permitted to regularly clean the premises while maintaining the Tenant's full privacy and exercise confidentiality in keeping the Tenant's information and identity private.

14) No smoking inside the property is permitted. Tenant may smoke outside with caution, and the use of ash-trays to dispose cigarette butts. Smoking inside the home shall result in a Breach of contract. Smoking offense shall be \$1000 penalty if the home is left with a strong odor and Tenant/Tenant's broker does not cure within 24hrs after departure. Tenant is responsible for damages that may be incurred as a result of smoking inside the home such as additional steam cleaning, burnt rugs or furniture, etc.

15) Utilities. Landlord shall be responsible to pay for all utilities. Occupant shall be responsible to cover pool heating fees which shall be deducted from the deposit in addition to any daily cleanings or additional concierge services.

16) NA

17) This Agreement is governed by and shall be interpreted pursuant to the laws of the State of California. If any controversy or claim arising out of or relating to this Agreement, or the breach of any term hereof, cannot be settled through direct discussions, the dispute shall be resolved in the superior court for the State of California, in the County of Los Angeles.

Accepted and Agreed:

OCCUPANT

Date

By: *[Signature]*

11/30/2020

Kinsza Maneke Virgil
(Print Name)

Accepted and Agreed:

OWNER

Date

By: DocuSigned by:
Gary Pagar
6FFD8638972C4F3...

11/29/2020

Name)

(Print



**CORONAVIRUS LEASE/RENTAL PROPERTY ENTRY
ADVISORY AND DECLARATION – OWNER/OCCUPANT**
(C.A.R. Form PEAD-LR, 7/13/20)

Property Address(es) 2462 Solar Dr, Los Angeles, CA 90046-1741

1. **RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
2. **GOVERNMENT ORDERS:** In order to reduce the spread of COVID-19, elected representatives and health officials from the State of California, as well as many California cities and counties have issued “Stay Home” Orders and other mandates and recommendations (collectively, “COVID-19 Directives”), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
3. **OWNER AND OCCUPANT ADVISORY:** Owner and occupant/tenant are advised that if you engage in any activities in violation of any COVID-19 Directives, you are acting against the advice of Broker. Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party’s instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this form shall be construed to allow an activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
4. **OWNER OR OCCUPANT ACKNOWLEDGMENTS AND AUTHORIZATIONS:**
 - A. Owner or occupant/tenant (“Signer”) is voluntarily allowing someone to enter the Premises;
 - B. The purpose of the entry is for allowing prospective purchasers or tenants to view or inspect the Premises, for making necessary or agreed repairs to the Premises, or for completing a pre-move-in or pre-move-out inspection of the Premises, or other service in furtherance of a property management agreement;
 - C. Signer has been advised that the Property shall be cleaned and disinfected before any persons are allowed to enter and after any such persons leave the Property. More information on cleaning and disinfecting can be found in the C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP);
 - D. A set of rules for agents and entrants will be posted at the entrance of the Property and be clearly visible;
 - E. No written materials or brochures describing, advertising, or marketing the Property can be available on the Property. Signer authorizes Broker or agent to make such information available to entrants electronically; and
 - F. Signer authorizes Broker or agent to electronically delivery this form and any updates to it, and the above information including the BPPP, to all entrants.
5. **SIGNER REPRESENTATIONS:**
 - A. You understand that allowing access to the Property (i) may be dangerous or unsafe and (ii) could expose you or others to COVID-19. You are voluntarily allowing access to the Premises;
 - B. To the best of your knowledge, you are not currently afflicted with COVID-19;
 - C. To the best of your knowledge, you have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
 - D. You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms;
 - E. You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms, (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition; and
 - F. You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.
6. **MINOR OCCUPANTS:** Adult Signers acknowledge and agree that all Signer acknowledgments and Signer representations apply equally to any minors occupying the property as they do to Signer. All minors occupying the property shall be identified in paragraph 7.
7. **EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** _____



**CORONAVIRUS LEASE/RENTAL PROPERTY ENTRY
ADVISORY AND DECLARATION – OWNER/OCCUPANT (PEAD-LR PAGE 1 OF 2)**

8. **AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** By signing below, you are declaring the foregoing is true, that you agree to take all recommended and reasonable actions to protect yourself and others from exposure to COVID-19, and that you ASSUME THE RISK of allowing someone to enter the Property. **You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19.**

By signing below, you, the Signer, the person allowing entry to the Property, acknowledge that you have read, understand, voluntarily agree to the foregoing, and have received a copy of this Coronavirus Lease/Rental Property Entry Advisory and Declaration - Owner/Occupant.

_____ Kinsza Maneke Virgil _____ [Signature] Date 11/30/2020
(print name) (signature)

Person allowing entry: Landlord/Lessor, Tenant/Lessee, or Occupant

_____ Runyon NKMS LLC _____ [Signature] Date 11/29/2020
(print name) (signature)
DocuSigned by: Gary Pagar
6FFD8638972C4F3...

Person allowing entry: Landlord/Lessor, Tenant/Lessee, or Occupant

_____ _____ Date _____
(print name) (signature)

Person allowing entry: Landlord/Lessor, Tenant/Lessee, or Occupant

(For record keeping purposes only)


I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-LR FORM. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Broker/Agent for Tenant/Lessee (____)(____)

Broker/Agent for Landlord/Lessor (____)(____)

Landlord/Lessors (____) (____)

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PEAD-LR 7/13/20 (PAGE 2 OF 2)

**CORONAVIRUS LEASE/RENTAL PROPERTY ENTRY
ADVISORY AND DECLARATION – OWNER/OCCUPANT (PEAD-LR PAGE 2 OF 2)**



Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan

(C.A.R. Document BPPP, 7/13/20)

All showings must comply with the applicable County COVID-19 Shelter-in-Place Order and the State COVID-19 guidelines published by California Departments of Public Health and Industrial Relations (Cal/OSHA) "COVID-19 INDUSTRY GUIDANCE: Real Estate Transactions" as updated on May 12, 2020.



Check Your City or County for More Restrictive Local Showing Rules

More restrictive rules regarding showings by a County or City must still be followed.

Prevention Plan

Brokerages must:

- Establish a written COVID-19 "Prevention Plan" to be followed by agents who show properties.
- Regularly evaluate compliance with the plan and document and correct deficiencies identified.

Unless otherwise specified, this entire document known as the "Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan" is hereby adopted as Broker's "Prevention Plan."

Showing Rules for Listing and Buyer's Agents

1. Utilize virtual tours instead of in-person property showings whenever possible.
2. Do not hold "traditional" open houses or showings which are open to the general public on a walk-in basis. For all in-person visits, **(i)** agents must use an appointment or digital sign-in process to control the number of people in the house or property and **(ii)** the cleaning, social distancing and other government guidelines and best practices in the sections below shall be followed.
3. If you are going to hold a non-traditional "Open House" in compliance with government guidelines and these best practices, then any Open House signs and advertisements shall include a rider or express condition indicating that appointments or digital sign-in are required before entry.
4. Only one listing agent and one "buying party" are to be in a dwelling at the same time during a showing. A "buying party" may be more than one individual buyer and may include one agent for that party.
5. Show houses with occupants not present when possible. Sellers and tenants, in accordance with their legal rights, are to be advised that they should not be present within a dwelling at the same time as other individuals.
6. Agents conducting the showing should meet clients at the property and not drive the client to the property.
7. The listing agent must post the Posted Rules for Entry (C.A.R. Document PRE) at the entrance of the property. These Posted Rules for Entry or a link to them should be part of any online public and MLS listings.
8. Even though the client may have already been informed, real estate licensees should remind clients to maintain physical distancing during showings and to refrain from touching handles, switches, pulls, etc.
9. Real estate licensees or sellers/renters must open doorways or other areas of ingress and egress prior to in-person property showings to minimize clients touching surfaces. During a showing, introduce fresh outside air, for example by opening doors/windows, weather permitting, and operating ventilation systems.
10. All information must be delivered electronically. Discontinue providing handouts or other types of promotional or informational materials.

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BPPP 7/13/20 (PAGE 1 OF 2)

BEST PRACTICES GUIDELINES AND PREVENTION PLAN (BPPP PAGE 1 OF 2)

Capital Investment Realty Group, Inc., 269 S. Beverly Drive Ste 469 Beverly Hills CA 90212
Patrick Michael

Phone: 310.275.3915

Fax: 310.861.1095

2462 Solar Dr nov

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Cleaning and Disinfecting the Property and Sanitation Products

1. The agent who shows the property shall follow cleaning and disinfecting protocols and provide sanitation products unless otherwise agreed. Where possible, do not clean floors by sweeping or other methods that can disperse pathogens into the air. Use a vacuum with a HEPA filter wherever possible.
2. Real estate licensees should ensure shown properties have proper sanitation products, including hand sanitizer, face coverings and disinfecting wipes, for use by visitors as needed. No showing should take place if these products are not available to those entering the property.
3. Shown properties should have commonly used surface areas cleaned and disinfected before and after each showing. Examples of commonly used surface areas are counters, door and cabinet handles, key lock boxes, keypads, toilets, sinks, light switches, etc. Disinfect mobility and safety fixtures on the property such as handrails and banisters, door knobs and locks.
4. No showing may occur unless the property is cleaned and disinfected before and after each showing. Sanitizers must be recognized by the CDC as effective in combatting COVID-19 (e.g., at least 60% ethanol or 70% isopropanol).

Rules for Every Visitor

1. Prior to entering a property, all persons must have already signed a Coronavirus Property Entry Advisory and Declaration - Visitor form (C.A.R. Form PEAD-V) and delivered a copy of that signed form to the listing agent.
2. By signing the PEAD-V, the visitor is agreeing to both the Posted Rules of Entry (C.A.R. Document PRE) and this Prevention Plan or other plan adopted by the Broker. This is required of everyone entering the property including prospective buyers, agents, inspectors, appraisers, contractors, etc.
3. All visitors must maintain six feet of physical distance between unrelated persons.
4. All visitors must wear face coverings. For individuals with disabilities who cannot wear a face covering or face shield, the showing agent will engage in the interactive process with the individual to discuss any available reasonable accommodations.
5. All visitors must use hand sanitizer or wash their hands immediately upon entry.
6. All visitors must avoid touching knobs, faucets, toilets and toilet handles, light switches, garage door opener buttons, handles and pulls, alarm system controls, fan pulls, remotes, thermostats, switchboxes, gates and gate latches, window locks and sashes, pool coverings, and other such items.

Rules for Sellers

If current occupants are present and/or participate during the showings, in accordance with their legal rights, they should adhere to the same standards regarding physical distancing and property cleaning and disinfecting protocols and promote a safe environment for all persons present.

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BEST PRACTICES GUIDELINES AND PREVENTION PLAN (BPPP PAGE 2 OF 2)

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EXHIBIT 2
INVOICE

TriCanyon Properties

Invoice

Submitted on 12/04/2020

Invoice for

Kinsza Maneke Virgil

Payable to

Runyon NKMS,LLC

Due date

Upon Reciept

2462 Solar Dr.

Los Angeles, CA 90046

Description	Qty.	Unit price	Total price
Rental Agreement			
8 night rental (\$3800/night) (\$3400/night base rate + \$400/night for 1 extra guest = \$3800/night)	8	\$3,800.00	\$30,400.00
Security Deposit			\$8,000.00
Exit cleaning fee			\$850.00
Occupancy Tax (14%)			\$4,256.00
Broker Admin Fee			\$200.00
Rental Agreement Total			\$43,706.00

Damages / Fees

Extra overnight guests (\$400/person per night) 9 additional people x 8 nights unauthorized additional overnight confirmed through home video footage and guest's multiple inflatable beds	8	\$3,600.00	\$28,800.00
Additional guest hospitality tax (14%)			\$4,032.00
Unauthorized Filming Fee - no permit (Tuesday indoor shoot) approx 20 person film crew with gaf & equipment rental			\$10,000.00
Unauthorized Filming Fee -no permit (Wednesday indoor/outdoor shoot) 30+ person crew with professional euqipment			\$20,000.00
Excess Cleaning Fee			\$500.00
Smoking fee			\$250.00

Furniture relocation fee	\$250.00
Excess Trash Fee	\$250.00
Nest Security Camera	\$221.58
Stolen iphone	\$1,149.99
Scratches on wood floor (replacement)	\$1,680.00
Broken Foyer Sculpture	\$1,000.00
Missing kitchenware (2 water glasses, 2 wine glasses, 6 cooking spoons, 3 frying pans, 2 large serving platters)	\$200.00
Stained theater carpet (replacement)	\$1,300.00
Stained towels (replacement)	\$270.00
Reupholster stained dining chairs	\$1,000.00
Refelt pool table (holes in pool table)	\$575.00
Livingroom Couch (broken springs - need replacement)	\$2,725.91

Notes:

Subtotal **\$117,910.48**

\$117,910.48