

1 Kenneth M. Greenstein, SBN 201224
Kelli Shields, SBN 278384
2 Ariel M. Gershon, SBN 242326
GREENSTEIN & MCDONALD
3 300 Montgomery St., Suite 621
San Francisco, CA 94104
4 Telephone: (415) 773-1240
Fax: (415) 773-1244
5 email: ken@greensteinmcdonald.com
email: kelli@greensteinmcdonald.com
6 email: ariel@greensteinmcdonald.com

7 Attorneys for Plaintiffs
ELIZA ANDERSON, IRENE RANDEL, KIMBERLY USHER, ROBERTA WILLIAMS,
8 ANNIE THOMAS, DENIS YOUNG, KENNETH JOHNSON, QUIANA CHAPPELL, BOBBY
BISHOP JR., SHEMIA BISHOP, KAREN REDUS, TINA GREEN, SHARON NIXON,
9 DENISHA WASHINGTON, and NEWMAN JONES,

10 SUPERIOR COURT OF STATE OF CALIFORNIA
11 COUNTY OF ALAMEDA, UNLIMITED CIVIL JURISDICTION

12 ELIZA ANDERSON; IRENE RANDEL;) CIVIL CASE NO.
13 KIMBERLY USHER; ROBERTA)
WILLIAMS; ANNIE THOMAS; DENIS) **COMPLAINT FOR DAMAGES**
14 YOUNG; KENNETH JOHNSON;) **AND EQUITABLE RELIEF**
15 QUIANA CHAPPELL; BOBBY BISHOP) *Demand exceeds \$25,000.00*
16 JR.; SHEMIA BISHOP; KAREN REDUS;)
TINA GREEN; SHARON NIXON;)
17 DENISHA WASHINGTON; NEWMAN)
JONES,)
18 Plaintiffs;)
19 vs.)
20 MEAD AVENUE HOUSING)
ASSOCIATES aka MEAD AVENUE)
21 HOUSING ASSOCIATES L.P.; KEITH)
KIM; UROJAS COMMUNITY)
22 SERVICES; HOUSE OF CHANGE, INC.;)
DIGNITY HOUSE WEST, INC.; and)
23 DOES 1-10, inclusive,)
24 Defendants.

25 Plaintiffs allege the following:

26 1. Plaintiffs ELIZA ANDERSON, IRENE RANDEL, KIMBERLY USHER, ROBERTA
27 WILLIAMS, ANNIE THOMAS, DENIS YOUNG, KENNETH JOHNSON, QUIANA
28 CHAPPELL, BOBBY BISHOP JR., SHEMIA BISHOP, KAREN REDUS, TINA GREEN,

1 SHARON NIXON, DENISHA WASHINGTON, and NEWMAN JONES, at all times relevant
2 herein, have been competent adults, and were residents of the City of Oakland and the County of
3 Alameda in California. Plaintiffs, and each of them, at all relevant times are or were tenants
4 residing at the real property located at 2551 San Pablo Avenue, Oakland, California. The real
5 property and all structures thereon will herein be referred to as the “subject property” or “subject
6 premises.”

7 2. Plaintiffs are informed and believe and thereon allege that, at all times relevant herein,
8 Defendants MEAD AVENUE HOUSING ASSOCIATES aka MEAD AVENUE HOUSING
9 ASSOCIATES L.P. and KEITH KIM were landlords and owners of the subject property.

10 Plaintiffs are informed and believe and thereon allege that, at all times relevant herein, Defendant
11 MEAD AVENUE HOUSING ASSOCIATES aka MEAD AVENUE HOUSING ASSOCIATES
12 L.P. was a limited partnership in which KEITH KIM and other unknown individuals were
13 partners of MEAD AVENUE HOUSING ASSOCIATES aka MEAD AVENUE HOUSING
14 ASSOCIATES L.P.

15 3. Defendant KEITH KIM is a competent adult who has been doing business in the
16 County of Alameda and the City of Oakland, California.

17 4. UROJAS COMMUNITY SERVICES is a domestic nonprofit organized in 2008 and
18 was an agent of the owners MEAD AVENUE HOUSING ASSOCIATES aka MEAD AVENUE
19 HOUSING ASSOCIATES L.P. and KEITH KIM and was a master tenant for part of the subject
20 property beginning in or about 2012 or 2013.

21 5. HOUSE OF CHANGE, INC., is a domestic nonprofit registered in 2004 and was an
22 agent of the owners MEAD AVENUE HOUSING ASSOCIATES aka MEAD AVENUE
23 HOUSING ASSOCIATES L.P. and KEITH KIM and was a master tenant for part of the subject
24 property beginning in or about 2010.

25 6. DIGNITY HOUSE WEST, INC. was registered in 1989 as a domestic nonprofit and
26 served as a master tenant for part of the subject property beginning in or about late 2016.

27 7. All Plaintiffs are bringing the claims in this case alleged below, against KEITH KIM
28 and MEAD AVENUE HOUSING ASSOCIATES aka MEAD AVENUE HOUSING

1 ASSOCIATES L.P.

2 8. Only Plaintiffs ANNIE THOMAS, BOBBY BISHOP JR., SHEMIA BISHOP, and
3 KAREN REDUS, are bringing the claims in this case alleged below against UROJAS
4 COMMUNITY SERVICES.

5 9. Only Plaintiffs DENIS YOUNG, KENNETH JOHNSON, QUIANA CHAPPELL,
6 SHARON NIXON, DENISHA WASHINGTON, and NEWMAN JONES, are bringing the
7 claims in this case alleged below against HOUSE OF CHANGE, INC.

8 10. All Plaintiffs are are bringing the claims in this case alleged below against DIGNITY
9 HOUSE WEST, INC.

10 11. This action is filed in this county because the acts occurred here, Plaintiffs' harm
11 occurred here and Defendants do business in this county.

12 12. The true names and capacities of Defendants sued herein as DOES 1 though 10,
13 inclusive, are at this time unknown to Plaintiffs, who therefore sue these Defendants by such
14 fictitious names. Plaintiffs will request leave to amend this complaint to allege their true names
15 and capacities if and when same have been ascertained.

16 13. In committing the acts complained of herein, each Defendant acted as an authorized
17 agent, employee or representative of each other Defendant. Each act of each Defendant
18 complained of herein was committed within the scope of said agency, employment or other
19 representation, and/or each act was ratified by each other Defendant. Each Defendant is liable, in
20 whole or in part, for the damages and harm suffered by Plaintiffs.

21 14. This court is the proper court because the damage to Plaintiffs and making of the
22 contracts which are the subject of this action occurred within its jurisdictional area.

23 15. Written residential rental contracts provide for an award of attorney's fees based
24 upon the Plaintiffs' causes of action asserted herein. Plaintiffs have incurred and will incur
25 attorney's fees as a result of Defendants' actions complained of herein.

26 16. Plaintiffs are informed and believe and thereon allege that at all relevant times,
27 Defendants KEITH KIM and MEAD AVENUE HOUSING ASSOCIATES aka MEAD
28 AVENUE HOUSING ASSOCIATES L.P were Plaintiffs' landlord and Plaintiffs were tenants of

1 Defendants KEITH KIM and MEAD AVENUE HOUSING ASSOCIATES aka MEAD
2 AVENUE HOUSING ASSOCIATES L.P, as “landlords” and “tenants” are defined under
3 California common law, under § 1161 et seq. of the California Code of Civil Procedure, and
4 under § 1980 of the California Civil Code.

5 17. Plaintiffs hereinafter allege that they have been tenants at the subject property owned
6 managed and controlled by the above-mentioned Defendants, and have been subjected to the
7 unlawful conduct and action of Defendants as hereinafter described.

8 18. Plaintiffs ELIZA ANDERSON and IRENE RANDEL resided at the subject property
9 beginning in or about February 2013 and they moved into a second floor unit pursuant to a
10 written rental agreement. They then moved to Unit # 315 in November 2013.

11 19. Plaintiff TINA GREEN resided at the subject property in Unit # 303 beginning in or
12 about February 2013 pursuant to a written rental agreement.

13 20. Plaintiffs SHEMIA BISHOP and BOBBY BISHOP, JR. moved into Unit # 113 at
14 the subject property in or about September 2016, pursuant to a written rental agreement with
15 Defendant UROJAS COMMUNITY SERVICES. In or about early February 2017 their ceiling
16 caved in after there had been an ongoing raw sewage leak from upstairs and they were moved
17 into Unit # 114 at the subject property shortly thereafter in February 2017.

18 21. Plaintiff KENNETH JOHNSON moved into Unit # 303 at the subject property in or
19 about 2012, pursuant to a written rental agreement with Defendant HOUSE OF CHANGE.
20 QUIANA CHAPELLE moved into Unit # 303 at the subject property in September 2015.

21 22. Plaintiff KAREN REDUS moved into Unit # 219A the subject property in or about
22 March 2016, pursuant to a written rental agreement with UROJAS COMMUNITY SERVICES.

23 23. Plaintiff KIMBERLY USHER resided at the subject property in Unit # 114 beginning
24 in or about 2015, pursuant to a written rental agreement.

25 24. Plaintiff ROBERTA WILLIAMS resided at the subject property in Unit # 113
26 beginning in or about 2014, pursuant to a written rental agreement.

27 25. Plaintiff ANNIE THOMAS resided at the subject property in Unit # 211 pursuant to
28 a written rental agreement with UROJAS COMMUNITY SERVICES.

1 26. Plaintiff DENIS YOUNG resided at the subject property in a dorm on the first floor
2 starting in or about July 2016, pursuant to a written rental agreement, and in December 2016 he
3 moved into Unit # 216.

4 27. Plaintiff SHARON NIXON resided at the subject property in Unit # 223 pursuant to a
5 written rental agreement.

6 28. Plaintiff NEWMAN JONES moved into Unit # 320 at the subject property in or
7 about 2010 pursuant to a written rental agreement with HOUSE OF CHANGE. Plaintiff
8 DENISHA WASHINGTON moved into Unit # 320 at the subject property in or about September
9 2014, pursuant to a written rental agreement with HOUSE OF CHANGE. In or about February
10 2016, Plaintiffs NEWMAN JONES and DENISHA WASHINGTON moved into Unit # 115B.

11 29. On March 27, 2017, there was a severe fire at the subject property which caused the
12 displacement of all of the tenants. The direct cause of the fire is unknown at this time, however
13 Plaintiffs are informed and believe and thereon allege that Defendants MEAD AVENUE
14 HOUSING ASSOCIATES aka MEAD AVENUE HOUSING ASSOCIATES L.P. and KEITH
15 KIM made a decision not to have the fire safety and fire prevention systems operational in the
16 years leading up to the fire, including the fire alarm and sprinkler systems. Plaintiffs further
17 allege that there were missing smoke detectors in units, rooms, dorms and common areas and
18 missing fire extinguishers and blocked fire exits. All such fire code, housing code and other code
19 violations contributed to the spread of the fire, injuries to tenants, and the loss of life and
20 property.

21 30. There were substantial habitability defects and dangerous conditions which exist and
22 have existed at the subject property that together and individually constituted violations of the
23 rental agreement between Plaintiffs and Defendants, as well as violations of applicable housing
24 and residential tenancy laws, including the California Health & Safety Code §§ 17910 and
25 17920.3; Uniform Housing Code; Uniform Building Code; California Civil Codes §§ 1714,
26 1927, 1941 et seq., 1942 et seq., 3294, 3333, 3345, 3422, and 3479; California Business &
27 Professions Code §§ 17200 et seq.; and several provisions of the California Fire Codes, Oakland
28 Fire, Housing, Building, and Municipal Codes, among others and numerous other local and state

1 laws. The defective and dangerous conditions which have existed in the subject units and at the
2 subject property reflect decay, disregard, and a lack of adequate maintenance and management
3 for a prolonged period of time, some of which have constituted immediate life threatening
4 hazards, directly affecting the health and safety of the tenants. The defective and dangerous
5 conditions include but are not limited to the following: faulty and non-operative fire alarms;
6 missing smoke detectors; defective and dilapidated electrical system; defective and dilapidated
7 plumbing system including fixtures, leaks, water intrusion, and sewage; defective and dilapidated
8 heating system which included no functioning heat source for some units; defective and
9 dilapidated flooring; defective and dilapidated walls and ceilings including holes, cracks, water
10 intrusion, stains, and peeling paint; defective and dilapidated windows and doors; missing,
11 defective and dilapidated window and door locks; pest infestations including rats, cockroaches
12 and bed bugs; raw sewage coming into units through ceiling leaks; ceiling collapses; severe
13 electrical defects; insufficient hot water and water pressure; no smoke detectors and carbon
14 monoxide detectors; blocked fire exits; broken appliances; mold infestations; defective windows;
15 broken door locks; and a plethora of other hazardous, often life-threatening conditions.

16 32. During Plaintiffs' tenancies at the subject property, Plaintiffs repeatedly notified
17 Defendants and/or their agents of the defective and dangerous conditions and nuisances set forth
18 herein, and others, and requested that Defendants have them addressed, repaired and/or remedied.
19 Despite these requests and Defendants' knowledge of the defective and dangerous conditions as
20 described in this Complaint, Defendants failed to timely repair or address the conditions and
21 nuisances in a proper manner, caused unnecessary delays and/or have done so in a negligent,
22 unprofessional and shoddy fashion.

23 33. Plaintiffs are informed and believe and thereon allege that Defendants had both
24 actual and constructive knowledge of the conditions, defects and nuisances complained of herein
25 by Plaintiffs, and despite said knowledge, Defendants failed to correct the defective and
26 dangerous conditions, performed inadequate, shoddy repairs, and/or deliberately delayed making
27 repairs and remedying the conditions and nuisances for an unreasonable amount of time.

28 34. At all times relevant to each cause of action herein, and at all times during their

1 tenancies, Plaintiffs have performed each and every obligation required under the rental
2 agreements and by law. None of the defective and dangerous conditions or nuisances were
3 caused by acts or omissions of Plaintiffs or the wrongful or abnormal use of the subject premises
4 by Plaintiffs or anyone acting under Plaintiffs' authority.

5 35. Plaintiffs have suffered, and the Defendants' actions and inactions set forth herein
6 have proximately caused, the following: loss of Plaintiffs' homes, loss of use of property,
7 property damage, a substantial reduction in services and reduced enjoyment of the premises, loss
8 of wages; payment of excessive rent, economic loss, fear, substantial discomfort and annoyance,
9 severe emotional distress and related symptoms (such as headaches, stomach aches and
10 sleeplessness), all in amounts to be demonstrated by proof at the time of trial.

11 36. Plaintiffs are informed and believe and thereon allege that Defendants MEAD
12 AVENUE HOUSING ASSOCIATES' aka MEAD AVENUE HOUSING ASSOCIATES L.P.'s
13 and KEITH KIM's actions were done with oppression and fraud as defined in Civil Code §3294,
14 and Plaintiffs should recover, in addition to actual damages, damages to make an example of and
15 to punish said Defendants. MEAD AVENUE HOUSING ASSOCIATES' aka MEAD AVENUE
16 HOUSING ASSOCIATES L.P.'s and KEITH KIM's actions were oppressive insofar as they
17 were carried out with a willful and conscious disregard of Plaintiffs' rights, and these Defendants
18 knew that defective and dangerous conditions existed. MEAD AVENUE HOUSING
19 ASSOCIATES' aka MEAD AVENUE HOUSING ASSOCIATES L.P.'s and KEITH KIM's
20 actions were fraudulent insofar as said Defendants' represented that they would maintain the
21 subject property and properly perform necessary repairs, intending for Plaintiffs to rely on such
22 representations, but said Defendants did not actually intend to do so. MEAD AVENUE
23 HOUSING ASSOCIATES' aka MEAD AVENUE HOUSING ASSOCIATES L.P.'s and KEITH
24 KIM's actions were further fraudulent in that they promised to maintain the property, intending
25 that Plaintiffs would rely on such promises, but said Defendants did not actually intend to do so.

26 **FIRST CAUSE OF ACTION**

27 **(Nuisance)**

28 Plaintiffs reallege and incorporate into this cause of action the allegations set forth in

1 Paragraphs 1-36 above as if the same were set out at length herein.

2 37. The conduct of Defendants, and the conditions at Plaintiffs' respective units, dorms,
3 rooms, and common areas at the subject property, and the additional nuisances alleged,
4 substantially interfered with the comfortable enjoyment of property and thereby constituted a
5 nuisance.

6 38. Plaintiffs are informed and believe and thereon allege that Defendants were required
7 by law to abate the nuisances throughout the subject property but Defendants failed to do so in a
8 timely or reasonable manner, and that as a direct and proximate result of Defendants' conduct,
9 actions and/or inactions, Plaintiffs have been damaged as is heretofore set forth.

10 39. Plaintiffs are informed and believe and thereon allege that said failures by MEAD
11 AVENUE HOUSING ASSOCIATES' aka MEAD AVENUE HOUSING ASSOCIATES L.P.'s
12 and KEITH KIM's were done with fraud and oppression as defined in Civil Code §3294, and
13 Plaintiffs should recover, in addition to actual damages, damages to make an example of and to
14 punish Defendants. Said failures were fraudulent and oppressive as set forth in Paragraph 36.

15 **SECOND CAUSE OF ACTION**

16 **(Negligence)**

17 Plaintiffs reallege and incorporate into this cause of action the allegations set forth in
18 Paragraphs 1-35 above as if the same were set out at length herein.

19 40. By reason of the landlord-tenant relationship between Defendants and Plaintiffs, and
20 by reason of the residential rental agreement between the parties, Defendants owed Plaintiffs the
21 duty to exercise reasonable care in the ownership, management and control of Plaintiffs' units
22 and subject property. Moreover, Defendants had a duty to Plaintiffs to provide habitable
23 premises at the subject property.

24 41. The duty to exercise reasonable care owed by Defendants to Plaintiffs included but
25 was not limited to the following duties: the duty to refrain from interfering with Plaintiffs' full
26 use and quiet enjoyment of the subject property; the duty to comply with all applicable state and
27 local laws governing Plaintiffs' rights as a tenant; the duty to be in conformance with all
28 applicable housing and building codes; and the duty to refrain from intentionally causing

1 discomfort and annoyance to Plaintiffs.

2 42. Defendants, by their conduct as alleged herein, negligently and carelessly operated
3 and managed the subject property, and thereby breached the duties enumerated herein.

4 43. As a direct and proximate result of these breaches of duty by Defendants, Plaintiffs
5 suffered actual, general and special damages as listed herein.

6 **THIRD CAUSE OF ACTION**

7 **(Negligent Violation of Statutory Duty)**

8 Plaintiffs reallege and incorporate into this cause of action the allegations set forth in
9 Paragraphs 1-35 of this complaint as though fully set forth herein.

10 44. Defendant violated her duty of due care and violated her statutory duties to said
11 Plaintiffs by violating certain housing, building and fire codes and state statutes.

12 45. At all relevant times, Plaintiffs belonged to the class of persons whom these statutes
13 were designed to protect. The harm which has befallen Plaintiffs is of the type these statutes
14 were designed to prevent.

15 46. As a direct, proximate and foreseeable result of the acts of Defendants, suffered
16 actual, general and special damages as alleged in this Complaint, including severe emotional
17 distress.

18 **FOURTH CAUSE OF ACTION**

19 **(Breach of Contract)**

20 Plaintiffs reallege and incorporate into this cause of action the allegations set forth in
21 Paragraphs 1-35 above as if the same were set out at length herein.

22 47. Plaintiffs entered into written residential rental agreements with Defendants for their
23 respective units and rooms at the subject property. These residential tenancy agreements contain
24 implied covenants including, but not limited to the following: an implied warranty of habitability
25 and an implied covenant of quiet use and enjoyment. Plaintiffs performed all obligations under
26 the residential rental agreements except those obligations for which they were excused or were
27 prevented from performing.

28 48. In committing the acts complained of above, Defendants materially breached the

1 implied terms of residential agreements between Plaintiffs and Defendants, and caused the
2 damages to Plaintiffs complained of above.

3 **FIFTH CAUSE OF ACTION**

4 **(Habitability Tort)**

5 Plaintiffs reallege and incorporate into this cause of action the allegations set forth in
6 Paragraphs 1-36 above as if the same were set out at length herein.

7 49. As a direct, proximate, and foreseeable result of the Defendants' conduct, Plaintiffs
8 have suffered general damages, and as a result of the fire and lack of a habitable premises they
9 lost possession of their homes, were hurt in their strength, and activity, sustaining shock to their
10 nervous systems, and harm to their psyches, causing Plaintiffs physical, nervous, and
11 psychological pain, suffering and anguish. They have further suffered annoyance and discomfort.

12 50. As a further direct, proximate, and foreseeable result of the Defendants' conduct,
13 Plaintiffs have incurred and continue to incur special damages in an amount according to proof.

14 51. Plaintiffs are informed and believe and thereon allege that said failures by MEAD
15 AVENUE HOUSING ASSOCIATES' aka MEAD AVENUE HOUSING ASSOCIATES L.P.'s
16 and KEITH KIM's were done with fraud and oppression as defined in Civil Code §3294, and
17 Plaintiffs should recover, in addition to actual damages, damages to make an example of and to
18 punish Defendants. Said failures were fraudulent and oppressive as set forth in Paragraph 36.

19 **SIXTH CAUSE OF ACTION**

20 **(Breach of Implied Warranties and Covenants)**

21 Plaintiffs reallege and incorporate into this cause of action the allegations set forth in
22 Paragraphs 1-35 of this complaint as though fully set forth herein.

23 52. Plaintiffs took possession of the subject property pursuant to agreements with
24 Defendants, which agreements provided material terms including but not limited to that Plaintiffs
25 would possess the subject property as residential tenants, in exchange for payment of rent.
26 Plaintiffs' agreements contain material warranties and covenants implied by law including:

27 a) an implied warranty of habitability, which imposes on the Defendants the obligation to
28 maintain their leased dwelling(s) in a habitable condition for the duration of Plaintiffs' tenancies;

1 Defendants or their agents.

2 **PRAYER FOR RELIEF**

3 Wherefore, Plaintiffs pray for relief as follows:

4 A. For general damages, in the amount of \$50,000.00 per Plaintiff or according to proof,
5 for the First and Fifth Causes of Action;

6 B. For special damages in the amount of \$75,000.00 per Plaintiff or according to proof;

7 C. For punitive damages of according to statute and according to proof pursuant to the
8 First and Fifth Causes of Action against MEAD AVENUE HOUSING ASSOCIATES aka
9 MEAD AVENUE HOUSING ASSOCIATES L.P. and KEITH KIM only;

10 D. For statutory damages according to statute and according to proof;

11 E. For compensatory damages according to proof;

12 F. For rental reimbursement in an amount according to proof, plus interest;

13 G. For damage to, destruction of, and loss of use of personal property according to proof;

14 H. For consequential and incidental damages in an amount according to proof;

15 I. For interest on the amount of losses incurred at the prevailing legal rate;

16 J. For a disgorgement of the Defendant's profits pursuant to Business and Professions
17 Code § 17203 for restitution of Plaintiffs' rent during their tenancies at the subject property, for
18 all rent paid to Defendants or their agents because Defendants were unjustly enriched as a result
19 of their unfair business practices pursuant to the Eighth Cause of Action;

20 K. For costs and reasonable attorney's fees according to contract and statute; and

21 L. For such other and further relief which their Court deems just and proper.

22 DATED: April 25, 2017



23 KENNETH M. GREENSTEIN
24 Attorneys for Plaintiffs ELIZA ANDERSON,
25 IRENE RANDEL, KIMBERLY USHER,
26 ROBERTA WILLIAMS, ANNIE THOMAS,
27 DENIS YOUNG, KENNETH JOHNSON,
28 QUIANA CHAPPELL, BOBBY BISHOP JR.,
SHEMIA BISHOP, KAREN REDUS, TINA
GREEN, SHARON NIXON, DENISHA
WASHINGTON, and NEWMAN JONES.