



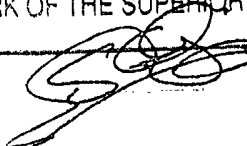
13432805

1 Andrew Wolff, Esq. (SBN 195092)
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FILED
ALAMEDA COUNTY

FEB 24 2015

CLERK OF THE SUPERIOR COURT

By  Deputy

7 Attorneys for Individual and Class Plaintiffs

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF ALAMEDA
10 UNLIMITED JURISDICTION

11 AGUSTIN ANTONIO for himself
12 individually, and for all other persons
13 similarly situated,

Case No.: RG14709405

14 Plaintiffs,

**PLAINTIFF'S FIRST AMENDED
CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF**

15 vs.

16 CROSSROADS VILLAGE, LLC and
17 DOES 1-30,

18 Defendants.

19 Plaintiff, AGUSTIN ANTONIO ("Plaintiffs") individually, and for all other persons
20 similarly situated, alleges as follows:

21 **PRELIMINARY STATEMENT**

22 Plaintiffs represent a class of past, present and prospective tenants (hereinafter "Class
23 Members") of Defendants CROSSROADS VILLAGE, LLC and DOES 1-30 (hereinafter
24 "Defendants") which rents numerous apartment units in the City of Fremont, Alameda County.
25 Plaintiffs are informed and believe and thereon allege that Defendants CROSSROADS
26 VILLAGE, LLC have owned the property which is located at 39438 Stratton Common, Fremont,
27 CA 94538 since on or around April 6, 2006. All residential rental units located at the apartment
28

1 complex located at 39438 Stratton Common, Fremont, CA 94538 shall be referred hereinafter as
2 “Subject Premises”.

3 As part of their course of business Defendants collect unlawfully increased rents from the
4 Class Members at the Subject Premises. The collection of rent by the Defendants violates
5 California law and the City of Fremont Municipal Code. As a result of this illegal conduct,
6 Defendants jeopardize the health and safety of their tenants and the community at large, and
7 deprive Class Members of the financial means to acquire alternate housing, and gains an unfair
8 advantage over law-abiding competitors who provide rental housing.

9 ALLEGATIONS

10 1. This is a class action pursuant to Code of Civil Procedure §382 seeking damages,
11 injunctive and other equitable relief on behalf of the Class Members and all persons similarly
12 situated who are, have been and will become tenants of the Defendants, and those who have been
13 or are at risk of being unlawfully deprived of money.

14 2. The “Class Period” is designated as the time period from four years prior of this
15 filing in Superior Court. During the Class Period, Defendants have a consistent policy of
16 increasing rents of the Class Members in violation of the laws of California and the City of
17 Fremont.

18 3. Plaintiffs are informed and believes, and thereon alleges, that Defendants, and
19 DOES 1-30 owned, controlled, and/or managed the units that Class Members resided in during
20 all relevant periods of time in this complaint.

21 4. Pursuant to Civil Code Section 827, landlords may only raise residential tenants
22 rents upon written notice and in compliance with this code. Defendants have consistent policy of
23 increasing rents of the Class Members in violation of this code. Class Members are tenants as
24 defined within Civil Code Section 827. Defendants are landlords as defined within Civil Code
25 Section 827.

26 5. Pursuant to The City of Fremont's Residential Rent Increase Dispute Resolution
27 Ordinance (Hereinafter, “RRIDRO”), landlords within the City of Fremont may only raise
28 residential tenants rents as prescribed by the City of Fremont Municipal Code. Defendants have

1 consistent policy of increasing rents of the Class Members in violation RRIDRO. Class
2 Members are tenants as defined within RRIDRO. Defendants are landlords as defined within
3 RRIDRO.

4 6. Class Members are informed, believe and on that basis allege that commencing at
5 a time well prior to the Class Period, Defendants in collusion with each and all other Defendants,
6 devised and engaged in a course of business conduct designed and intended to violate the Civil
7 Code Section 827 and RRIDRO. During the course of their tenancies all Class Members
8 received notices of change of terms of tenancy which raised the rent in their respective units.
9 Each of the notices of change of terms of tenancy which was given to the Class Members
10 violated the Civil Code Section 827 and RRIDRO. During their tenancies, Class Members have
11 paid rents which were unlawfully raised, or are in jeopardy of paying rents which were
12 unlawfully raised, to the Defendants pursuant to the notices of change of terms of tenancy.
13 Moreover, the amounts of rent which are raised by the Defendants in violation of Civil Code
14 Section 827 and RRIDRO are individually so small that it is economically unfeasible for the
15 Class Members to pursue his/her remedies alone.

16 7. Defendants DOES 1-30 are individuals and/or business entities doing business in
17 the County of Alameda and/or who are contracted to do work in the County of Alameda. Each
18 and every Defendant was at all relevant time the agents and/or employees of other Defendants
19 and acted within the scope of said agency and/or employment. Class Members do not know the
20 true names of Defendants identified as DOES 1-30, but will seek leave to amend this complaint
21 if and when Class Members discovers the identity of any of the Defendants now sued under the
22 fictitious names DOES 1-30.

23 8. In committing the acts complained of herein, each Defendant acted as the
24 authorized agent, employee, and/or representative of each other Defendant. Each act of each
25 Defendants complained of herein was committed within the scope of said agency, employment,
26 or other representation, and each act was ratified by each other Defendant. Each Defendant is
27 liable, in whole or in part, for the damages and injuries suffered by Class Members.

28 9. This court is the proper court because Defendants do business in its jurisdictional

1 area, the damage to Class Members—and the making of the contract which is the subject of this
2 action—occurred within its jurisdictional area.

3 10. Named Plaintiffs and Class Members are informed and believe, and thereon
4 allege, that at all relevant times, Defendants were named Plaintiffs' and Class Members'
5 landlords, and Class Members was the tenant of Defendants as those terms, "landlord" and
6 "tenant" are defined under California Common Law, under California Code of Civil Procedure §
7 1161 et seq. and under California Civil Code § 1980.

8 11. On or about February 2, 2009, AUGUSTIN ANTONIO, as tenant, and Defendants
9 as owner and/or agent and/or lessor, entered into a written agreement to rent the premises located
10 at 39460 Parkhurst Drive Fremont, CA 94538 to AUGUSTIN ANTONIO. After a diligent
11 search, Plaintiff AUGUSTIN ANTONIO has been unable to locate a copy of this agreement.
12 Plaintiff reserves the right to amend this pleading when and if a copy of this agreement is
13 discovered. The material terms of this rental agreement were that Plaintiff AUGUSTIN
14 ANTONIO was a month to month tenant and paid Defendants \$1,200.00 in rent a month.
15 Defendants have increased Plaintiff AUGUSTIN ANTONIO's rent annually throughout his
16 tenancy. A true and correct copy of one rental increase notice is attached hereto as Exhibit A.
17 All of the increases of rent have been in violation of Civil Code Section 827 and RRIDRO.
18 Plaintiff AUGUSTIN ANTONIO 's monthly rent during the year of 2013 was \$1,450.00.

19 12. Defendants named herein were the owners and/or property managers or the agents
20 and/or employees of the owners and/or property managers of the Subject Premises during all time
21 periods relevant herein.

22 13. Class Members suffered emotional distress, physical injury, over-payment of rent,
23 and out-of-pocket expenses as a result of the acts and/or omissions committed by Defendants.

24 **CLASS ALLEGATIONS**

25 14. Named Plaintiffs bring this action on behalf of themselves and as representatives
26 of the Class Members similarly situated who have been proximately damaged or are currently at
27 risk of being damaged by the Defendants, including all former tenants of the Defendants who
28

1 have paid unlawfully increased amounts of rent.

2 15. This action has been brought and may be properly maintained as a class action
3 under Code of Civil Procedure §382 because there is a well defined community of interest in the
4 litigation and the proposed class is easily ascertainable.

5 a. **Commonality:** The named Plaintiffs, and the Class Members are all tenants, and
6 former tenants of the Defendants who have paid Defendants rents which were
7 unlawfully increased. The Plaintiffs, and the Class Members all share a common
8 question of law and fact which predominate over any question or issue solely
9 affecting individual members including but not necessarily limited to:

10 i. Whether Defendants have raised rents of their tenants in violation
11 of Civil Code Section 827 and RRIDRO.

12 ii. Whether Defendants have collected unlawfully raised rents from
13 the named Plaintiffs and Class Members.

14 iii. Whether the Defendants have breached the covenant of good faith
15 and fair dealing with their tenants by unlawfully raising and collecting
16 their tenants rents at the Subject Premises.

17 iv. Whether the Defendants unlawful raising and collecting rents
18 constitutes an unlawful business practice, unfair business practice or an act
19 prohibited by the Business and Professions Code Section 17200, et seq.

20 v. Whether the Defendants unlawful raising and collecting rents
21 constitutes Conversion.

22 b. **Typicality:** The claims of the named Plaintiff are typical of the claims of the
23 Class Members. The named Plaintiffs and all Class Members are sustaining, have
24 sustained, or are at risk of sustaining, injuries and damages arising out of and
25 caused by the Defendants conduct as alleged in the complaint herein.

26 c. **Numerosity:** A class action is the only available method for the fair and efficient
27 adjudication of this controversy, as the Court can resolve the matter in one rather
28 than numerous lawsuits. Plaintiff are informed, believe and allege thereon that the

1 Defendants own and/or rent at least approximately 100 residential units within the
2 County of Alameda, and that the turnover on these units is such that the Class
3 Members are likely to exceed 200. Membership will be determined upon an
4 analysis of the Defendants rental agreements, notices of change of terms of
5 tenancy, notices of eviction, and written communications to the named Plaintiffs
6 and the Class Members.

7 d. **Superiority of Class Action:** The damages suffered by individual named
8 Plaintiffs and Class Members, while not inconsequential, may be relatively small,
9 and the expense and burden of individual litigation by each individual. Moreover,
10 this fact is known by the Defendants, and this reality makes it impractical of Class
11 members to seek redress individually for the wrongful conduct alleged herein. A
12 class action is a superior method of resolving this dispute and securing justice. In
13 addition judicial economy would be enhanced as a multiplicity of lawsuits, undue
14 hardship and expense for both the Court and the litigants will be avoided. In
15 addition, the prosecution of separate actions would create a risk of inconsistent
16 rulings, which might be dispositive of the interests of the other Class Members
17 who are not parties to the adjudications and/or may substantially impede their
18 ability to adequately protect their interests.

19 e. **Adequacy of Representation:** The named Plaintiffs in this action are adequate
20 representatives of the Class in that their claims are typical of those in the Class.
21 They have been damaged as alleged herein and they are willing to go forward.
22 Further, they have retained competent counsel who are ready, willing and able to
23 vigorously prosecute this action.

24 COMMON FACTUAL ALLEGATIONS

25 16. As alleged herein, Class Members are informed, believe and on that basis allege
26 that commencing at a time well prior to the Class Period, Defendants in collusion with each and
27 all other Defendants, devised and engaged in a course of business conduct designed and intended
28 to violate the Civil Code Section 827 and RRIDRO. During the course of their tenancies all

1 Class Members received notices of change of terms of tenancy which raised the rent in their
2 respective units. Each of the notices of change of terms of tenancy which was given to the Class
3 Members violated the Civil Code Section 827 and RRIDRO. During their tenancies, Class
4 Members have paid rents which were unlawfully raised, or are in jeopardy of paying rents which
5 were unlawfully raised, to the Defendants pursuant to the notices of change of terms of tenancy.
6 Moreover, the amounts of rent which are raised by the Defendants in violation of Civil Code
7 Section 827 and RRIDRO are individually so small that it is economically unfeasible for the
8 Class Members to pursue his/her remedies alone.

9 17. All of the named Plaintiffs were and/or are tenants of the Defendants under leases
10 to residential units within this County. All of the named Plaintiffs and the Class Members have
11 paid unlawfully increased rental amounts to the Defendants, or are at risk of paying unlawfully
12 increased rental amounts to the Defendants.

13 18. As a direct and proximate result of the Defendants unlawful conduct, as set forth
14 in this complaint, named Plaintiffs and Class Members have sustained damages and/or are
15 entitled to the relief as described above, including but not limited to, (1) a return of all rents
16 which were unlawfully obtained by the Defendants; (2) statutory interest on such amounts
17 according to proof; (3) additional statutory damages of each Plaintiff and per Class Member due
18 the acts and omission of the Defendants according to proof; (4) attorneys fees pursuant to
19 contract and statute; (5) injunctive relief according to proof, including restorative damages of
20 money wrongfully retained by Defendants, and interest thereon.

21 19. In addition to the foregoing, this action will result in the enforcement of important
22 rights affecting the public interest, to wit: the right of the tenants of residential units to have their
23 residential rental amounts determined in a lawful manner and free of harassment and
24 intimidation. The successful conclusion of this litigation will confer a significant benefit on the
25 general public and a large class of persons. Accordingly, Plaintiffs and Class Members are
26 entitled to an award of attorneys' fees pursuant to California code of Civil Procedure Section
27 1021.5. The necessity and financial burden of the private enforcement are such as to make such
28 an award appropriate. Such fees should not, in the interest of justice, be paid out of the recovery.

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SECOND CAUSE OF ACTION
VIOLATION OF TITLE 9, CHAPTER 9.60 OF THE FREMONT MUNICIPAL CODE
(Named Plaintiff and Class Members v. All Defendants)

27. Named Plaintiffs and Class Members re-alleges and incorporates into this cause of action the allegations of paragraphs 1 through 21, as if the same were set out at length herein.

28. As tenants of residential property located in Fremont, California and subject to The City of Fremont's Residential Rent Increase Dispute Resolution Ordinance (Hereinafter, "RRIDRO"), Named Plaintiffs and Class Members are entitled to bring an action against all Defendants who have violated said Ordinance to their detriment.

29. RRIDRO provides safeguards for tenants in Fremont from illegal rent increases. Pursuant to the RRIDRO every landlord of residential rental property may only increase rents as proscribed by the Ordinance, including providing notice of said increase which contains the required information as detailed in the RRIDRO. Any rent increase accomplished in violation of the RRIDRO shall be void. Moreover, pursuant to the RRIDRO when a landlord wrongfully or illegally increases a tenants rent, a Plaintiff is entitled to bring an action for damages for any illegal rent increase amounts which were paid.

30. Defendants have violated the RRIDRO, by illegally increasing the named Plaintiffs' and Class Members rent throughout their tenancies, said rental increases failed to comply with RRIDRO, and did not advise named Plaintiff's and Class Members of their rights to dispute Defendants rent increases, or advising them of the RRIDRO.

31. Named Plaintiffs' and Class Members were harmed by these violations in that they were forced to pay illegal rent increase amounts. Named Plaintiffs' have also been force to hire an attorney to enforce their rights.

32. Wherefore named Plaintiffs and Class Members prays for the damages stated below.

THIRD CAUSE OF ACTION
UNFAIR BUSINESS PRACTICE - VIOLATION OF CALIFORNIA BUSINESS AND
PROFESSIONS CODE §§17200, et seq., 17500
(Named Plaintiff and Class Members v. All Defendants)

33. Named Plaintiffs and Class Members re-allege and incorporate into this cause of action the allegations of paragraphs 1 through 21, as if the same were set out at length herein.

1 34. Named Plaintiffs and Class Members bring this cause of action on named
2 Plaintiffs' own behalf, on behalf of the Class Members and all persons similarly situated, and on
3 behalf of the People of the State of California.

4 35. By reason of Defendants' failure to comply with state and local law for the
5 management of real property, Defendants' conduct constitutes an unfair and/or unlawful business
6 practice as set forth in California Business and Professions Code §17200 - §17208. Specifically,
7 Defendants conducted business activities in violation of the legal mandates as alleged herein.

8 36. The conduct of the Defendants, as alleged in this complaint, constitutes unfair
9 and/or unlawful business practices. Plaintiffs are informed and believe and thereon allege that it
10 is the regular practice of Defendants to intentionally disregard the rights of tenants and violate
11 applicable laws relating to tenancies in their buildings in ways that include, but are not limited to,
12 unlawfully raising and collecting tenants rents.

13 37. The conduct of the Defendants, and each of them, is continuing and constitutes an
14 ongoing threat and deterrent to the current tenants at the Subject Premises. For that reason,
15 among others, an injunction in the from set forth in the below prayer, which incorporated herein
16 by reference, against the continuation of such conduct is reasonable, equitable and appropriate
17 and should be ordered.

18 38. Because this conduct is continuing in nature as alleged, there is no adequate
19 remedy at law with respect to the ongoing business activities of the Defendants, thus
20 necessitating injunctive relief to protect those tenants and other landlords who conduct their
21 business fairly, honestly and in compliance with applicable laws.

22 39. At all times herein relevant, Defendants were conducting business under the laws
23 of the State of California, the County of Alameda, and the City of Fremont. In conducting said
24 business, Defendants were obligated to comply with the laws of the State of California, the
25 County of Alameda, and the City of Fremont.

26 40. As a direct and proximate result of Defendants' conduct, Defendants have accrued
27 unjust enrichment.

28 41. Wherefore named Plaintiffs and Class Members pray for the relief stated below.

**FOURTH CAUSE OF ACTION
CONVERSION - CAL. CIVIL CODE §3336
(Named Plaintiff and Class Members vs. All Defendants)**

1
2 42. Plaintiffs re-allege and incorporate into this cause of action the allegations of
3 paragraphs 1 through 21, as if the same were set out at length herein.

4 43. At all times herein mentioned, Plaintiffs and Class Members were the lawful
5 possessors and lawfully entitled to possession of the following personal property: money which
6 was spent on illegally charged rents.

7 44. All Defendants took the above-mentioned property from Plaintiffs' possession
8 and converted the same to their own use, intentionally.

9 45. Plaintiffs and Class Members did not consent to said deprivation of their personal
10 property.

11 46. As a direct and proximate result of the conversion by Defendants, Plaintiffs have
12 been damaged by the lost value and use of the property that was taken by the Defendants in an
13 amount according to proof. Plaintiffs will seek leave to amend this complaint once the amount is
14 better ascertained.

15 47. As a direct and proximate result of the conversion by Defendants, Plaintiffs have
16 been damaged by the lost use of their property, in an amount according to proof.

17 48. As a direct and proximate result of the conversion by Defendants, Plaintiffs have
18 been damaged, in an amount according to proof.

19 49. Wherefore Plaintiffs pray for the damages stated below.

**FIFTH CAUSE OF ACTION
NEGLIGENT HIRING/SUPERVISING/RETENTION OF EMPLOYEES
(Named Plaintiff and Class Members v. All Defendants)**

20
21
22 50. Named Plaintiffs and Class Members re-allege and incorporate into this cause of
23 action the allegations of paragraphs 1 through 21, as if the same were set out at length herein.

24 51. Defendants owned and/or were otherwise responsible for the management and
25 staff at the Subject Premises had an obligation to ensure the Subject Premises was and/or is
26 managed in a manner that is in compliance with the law.

27 52. The Defendants who managed the property owed Plaintiffs and Class Members,
28 as their tenants, the duty to manage the Subject Premises and to perform their duties at the

1 Subject Property in a reasonable and lawful manager. Defendants breached their duties failing to
2 train/supervise/manage their employees adequately in relationship to RRIDRO and the required
3 conduct to comply with the law for said employees. Plaintiffs suffered harm due to said breach
4 to their property in an amount to be determined at trial.

5 53. As a result of Defendants' conduct, Plaintiffs and Class Members suffered
6 damages, including economic damages in an amount to be ascertained at trial.

7 54. Wherefore Plaintiff and Class Members pray for the damages stated below.

8 **CLAIM FOR EXEMPLARY DAMAGES**
9 **(Named Plaintiff and Class Members v. All Defendants)**

10 55. Plaintiffs re-allege and incorporate into this cause of action the allegations of
11 paragraphs 1 through 54, as if the same were set out at length herein.

12 56. Defendants intentionally violated Plaintiffs' rights and caused them damage in an
13 oppressive manner with malicious disregard for their rights as tenants.

14 57. Defendants actions were willful and done in conscious disregard of Plaintiffs'
15 rights. Such willful and conscious disregard for Plaintiffs' rights justifies an award of punitive
16 damages as such conduct was oppressive and malicious as defined by Civil Code §3294. The
17 willful also merits an award of substantial punitive damages against all Defendants. Defendants
18 knew or should have known that their intentional raising rents at the Subject Premises posed a
19 substantial risk of harm to Plaintiffs. Defendants' actions arose to despicable conduct carried out
20 by Defendants with willful and conscious disregard of the consumer and tenant rights and safety
21 of others including Plaintiffs and Class Members.

22 **PRAYER**

23 WHEREFORE Plaintiff prays for judgment as follows as to all Defendants:

24 A. For an Order certifying the prosed and/or any other appropriate sub-classes
25 under the Code of Civil Procedure Section 382.

26 B. For an award to the named Plaintiffs and Class Members of damages for
27 all of the unlawfully increased and collected rents within the Class Period, including statutory
28 interest thereon and statutory damages to each member of the Class in amounts to be proven at
trial.

1 C. That Defendants be restrained, enjoined and ordered to disgorge all profits
2 obtained by them and to pay restitution to Plaintiffs and Class Members and others similarly
3 situated, together with statutory interest thereon, on account of their violations of Business and
4 Professions Code §§17200-17208.

5 D. That the Defendants be restrained and enjoined to cease and desist from
6 further unlawful activities in violation of Business and Professions Code §17200, et. seq.
7 including orders for the publication of this injunction, and its dissemination to all current tenants.

8 E. That the Court appoint an independent Trustee/Receiver to accept and
9 retain all rents collected by the Defendants to prevent the continued collection of unlawfully
10 increased rent.

11 F. For general damages according to proof for each cause of action;

12 G. For punitive and exemplary damages according to statute and according to
13 proof;

14 H. For special damages according to proof for each cause of action;

15 I. For compensatory damages according to proof;

16 J. For incidental expenses, past, present and future,

17 K. For interest on the amount of losses incurred at the prevailing legal rate;

18 L. For attorney's fees according to contract and statute pursuant to CCP
19 §1021.5;

20 M. For treble damages pursuant to Civil Code §1947.11

21 N. For costs of suit incurred herein;

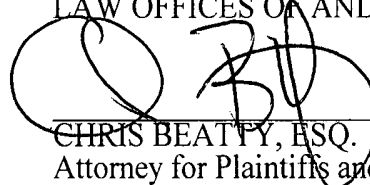
22 O. For pre-judgment interest;

23 P. For statutory penalties;

24 Q. For such other and further relief which this Court deems just and proper.

25 Dated: February 24, 2015

LAW OFFICES OF ANDREW WOLFF, PC

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CHRIS BEATTY, ESQ.
Attorney for Plaintiffs and Class Members

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EXHIBIT A

Notice of Change of Terms of Tenancy

Crossroads Village LLC Management
39438 Stratton Common, Fremont, CA 94538
Phone: 510-490-0371 Fax: 510-490-4051

Tuesday, February 22, 2011

TO: **Fabiola Garcia, Agustin Antonio, Maria Garcia**, and all others in possession of the premises commonly knew as **39460 Parkhurst Drive, Fremont CA 94538**.

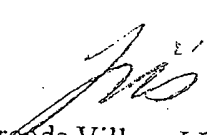
You are hereby notified, in accordance with Civil Code Section 827 that thirty (30) days after the service upon you of this notice, or April 1, 2011, whichever is later; your tenancy of the above designated premises will be changed as follows:

1. The monthly rent which is payable in advance on or before the first day of each month will be the sum of **\$1275.00, Effective April 1, 2011**.
2. Except, as herein provided, all other terms of your tenancy shall remain in full force and effect.

We are pleased you have chosen **Crossroads Village Apartments** as your home and hope you continue to live in our community.

Please note: Should you decide not to remain a resident at Crossroads Village Apartments you will need to notify us in writing, at least **30 days** prior to your proposed moving date.

Sincerely,


Crossroads Village LLC Management

Cc: Resident file

1 PROOF OF SERVICE

2 ANTONIO, et al.,

CASE NO. RG14709405

3 Plaintiffs,

4 v.

5 CROSSROADS VILLAGE, et al.

6 Defendants.

7 _____ /
8 I, Chris Beatty, Esq., declare that I am a citizen of the United States, am over the age of
9 eighteen years, am employed in the city of Oakland, County of Alameda, and not a party to
10 the within action. My business address is The Law Offices of Andrew Wolff, 1970
11 Broadway, Ste. 210, Oakland, California 94612. On this day I served the foregoing:

12 **PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
13 AND INJUNCTIVE RELIEF**

14 On the Interested Parties By:

15 (X) **MAIL (CCP §1013(a), 2015.5)** - I placed true copies thereof in envelopes, sealed, with
16 First Class postage prepaid, and deposited for collection and mailing, following
17 ordinary business practices. Each envelope (if applicable) was addressed as follows:

18 Servando R. Sandoval, Esq.
19 Helene A. Simvoulakis, Esq.
20 Pahl & McCay, P.C.
21 225 West Santa Clara, Ste. 1500
22 San Jose, CA 95113

23 (X) **FACSIMILE TRANSMISSION** - I sent a true copy thereof via telephone facsimile
24 transmission to the following individuals: Servando Sandoval, Esq. at 408-286-5722

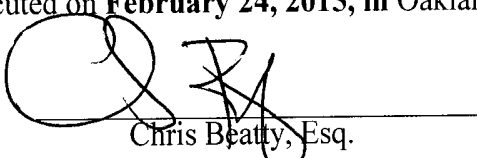
25 () **HAND DELIVERY** - I delivered them personally to the following addresses and/or
26 individuals:

27 () **SPECIAL DELIVERY - OVERNIGHT EXPRESS VIA UPS** to the following address
28 and/or individual:

() **COURIER** - I called a professional courier with instructions for personal delivery this
day to:

(X) **EMAIL** - I sent a true copy thereof via email transmission to the following individuals:
Servando Sandoval, Esq. to ssandoval@pahl-mccay.com

I declare under penalty of perjury, under the laws of the State of California that the
foregoing is true and correct. Executed on **February 24, 2015**, in Oakland, California.


Chris Beatty, Esq.