Create Control - Data Entry

Control Number: OCR-17-000-1813 Alternate Number:

Citizen Information

Citizen/Originator: 1). Deykes, Robin C. - 950 Pennsylvania Ave., N.W., Washington, DC 20530 Search Citizen

Constituent: Search Constituent

Committee:

Sub-Committee:

Control Information

Status: Pending *

Letter Date: Feb 12, 2016 * Received Date: Nov 29, 2016

Contact Type: LTR (Letter) * Priority Code: Normal *

Addressee: (+) Addressee Org:

File Code: 403-256_541_a Equal Employment Opportunity (EEO) Records Official discrimination complaint case files with relat *

Signature: (+)

CC: Search CC

Signature Date: Feb 12, 2016

Primary Subject: Department of Justice referral letter regarding issues that are more appropriately addressed to EPA under Section 504 of the Rehabilitation Act. (+) *

Secondary Subject: (+)

Instructions: (+) *

Instruction Notes:

General Notes:

*: Required field

(+): Lookup field, press space bar for complete list

Save Continue and Assign Cancel

U.S. Department of Justice

Civil Rights Division

Disability Rights Section - NYA
950 Pennsylvania Ave, NW
Washington, DC 20530

Contact if additional information is required:

Robin C. Deykes
Civil Rights Program Specialist
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
(202) 307-1085
Robin.Deykes@crt.usdoj.gov

U.S. Department of Justice
Civil Rights Division

Disability Rights Section - NYA
950 Pennsylvania Avenue, NW
Washington, DC 20530

Notice of Referral of Complaint for Appropriate Action

To: Mr. Rafael DeLeon,
Director, Office of Civil Rights
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Room 2450
Washington, D.C. 20460

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy
[redacted]

From: Disability Rights Section, Civil Rights Division, U.S. Department of Justice

Reference: CTS# [redacted] regarding Avalon Bay Communities, Inc., Woodland Hills, CA; received by DOJ on April 15, 2016

The Disability Rights Section has reviewed the enclosed complaint and determined that it raises issues that are more appropriately addressed by the U.S. Environmental Protection Agency under Section 504 of the Rehabilitation Act. We, therefore, are referring this complaint to that agency for appropriate action. This letter serves to notify that agency and the complainant of this referral. The Disability Rights Section will take no further action on this matter.

To check the status of the complaint, or to submit additional information, the complainant may contact the referral agency at the address above or at the following telephone number(s):

(202) 564-7272

If the agency has any questions or concerns about this referral or believes that it raises issues outside the agency's jurisdiction, please do not hesitate to contact the Department of Justice at the address and phone number attached hereto

DJ# [redacted]

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

U.S. Department of Justice
Civil Rights Division

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

Special Litigation Section - PHB
950 Pennsylvania Avenue, NW
Washington, DC 20530

February 24, 2016

Disability Rights Section
950 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20530

Dear Sir or Madam:

This office has received the enclosed complaint(s) from:

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

We have informed the complainant that we have referred the matter to your agency. We would appreciate it if you would correspond directly with the complainant, and notify us in writing as to all actions taken concerning this matter.

Sincerely,

/s/
Steven H. Rosenbaum
Section Chief
Special Litigation Section

202-12C-0

DEPARTMENT OF JUSTICE
APR 1 5 2016
RECORD
CIVIL RIGHTS DIVISION

Disability Rights Section
U.S. Department of Justice

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

[redacted]

February 12, 2016

To whom it may concern:

As I convey the situation, I am not an anomaly; I am merely the messenger for a larger collective of 16-30% chemically sensitive population at the property. There have been various state and federal violations. With specificity, essentially, I have been rendered homeless, contrary to the laws in place to protect disabled citizens.

The proper solution to this matter has always been: CHEAPER, MORE EFFECTIVE and SAFE, as there was never going to be a greater expense on the landlord or anyone. The EPA Citizen's Guide to Pest Control and Pesticide Safety states "Find alternatives to chemical pesticides."

There are two (2) concurrent landlords at issue:

Title II of ADA -- Oakwood Worldwide, LLC (HOTEL -- 200 units leased from AvalonBay Communities, Inc.), private entity. Property Manager: Joshua Morrison, who was provably personally responsible.

Title III of ADA -- AvalonBay Communities, Inc. (APARTMENTS – 683 units), private entity. Property Manager: Tony Kuper, who was provably personally responsible.

Address for both entities: 22122 Victory Blvd.
Woodland Hills, CA 91367
(818) 710-5400

Due to the contamination of my unit, I have been prohibited re-entry by my doctors (including a prolific Toxicologist and Environmental Medicine MD) until adherence and correction of the approved written ADA Accommodation Agreement of a 3-unit none pesticide and synthetics safety zone. (See Enclosure #1 and 2, Exhibit B). **Required are proper corrections of decontamination/ventilation (built 1970) and a plan to be in place for a safe residency within my unit and on the property, per ADA, OCR, DFEH, HUD and Ninth FDC.**

I could die due to exposure to Pyrethroids (No breakdown and accumulation are major factors, per 2/10/16 statement of a CA Office of Environmental Hazard Assessment Toxicologist) and Benzene Hydrocarbons, having had three (3) near death Neutropenias (bone marrow suppression). **Essentially, I am being denied the air quality necessary to sustain life.**

The criminal aspect of this matter is AvalonBay Communities, Inc. instructing tenants, while informed and having knowledge, within my ADA Agreement safety zone to buy their own pesticides/Bug Bombs (made of Pyrethroids) for company reimbursement. This is essentially "murder by proxy," as can be substantiated by declarations.

Recently, AvalonBay Communities, Inc. violated my confidential address (i.e., address protected from public record pursuant to the Confidential Address Program (CAP) by California statutes SB 489/Ch. 1005 and SB 1318/Ch. 562/00), so it would be better for my placement to be at the other AvalonBay property within the same city. (See Enclosure #1, Para 1) I have no intention of being run out of Dodge forced to live in a cave or desert.

E Woodland Hills Tenant's Association (EWHTA) was formed due to health, security and reduction in services – management has done everything possible to thwart EWHTA's existence. Subsequently a symptom survey was started, tenants that didn't fear reprisal signed confirmation of classic pesticide symptoms. Tenants are clueless as to the causation of their symptoms. Due to provable issues via compelling an Agricultural Commissioner's investigation (violations charged) and Rent Stabilization Ordinance (RSO) issues (violations found), an EWHTA member and Complainent are now being harassed/retaliated with dilatory tactics. Complainant had a credit balance pre-an illegal rent increase per the RSO. We have an abundance of evidence: photos, documents, E-mails, witnesses and declarations. Claimant is best equipped to carry this matter forward due to having acquired a proper ADA Accommodation Agreement, which was unilaterally nullified.

The following ADA eligible tenants have had their basic rights denied as their medical documents and requests have been ignored and characters/mental status assassinated:

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

[redacted]

Landlords are acting arbitrarily and are discriminating in violation of the laws of California, United States and local laws because of Complainant's health status.

Complainant is a qualified person with a disability. Landlords were aware of tenant's disability. Complainant had requested and Landlords had failed to provide a reasonable accommodation in violation of the Fair Housing Act 42 U.S.C. § 3604 and the CA Fair Employment and Housing Act, Cal. Gov't Code § 1210 et seq.

These landlords receive federal financial assistance and therefore are also in violation of the Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794 and Americans with Disability Act, 42 U.S.C. § 1210 et seq., [and Office of Civil Rights (OCR), Housing Urban Development (HUD)]

Filings will be made to the various relevant agencies.

I declare under penalty of perjury under the laws of the State of California, the foregoing is true and correct.

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

[redacted]

Date: 2/12/16

Complainant

Enclosure #2

Terence B. Thompson, M.D. CA Lic. A55500, DEA BT5264229
Jennifer R. Moreno, MPAP, PA-C CA Lic. PA51663, DEA MM3220782
8833 Reseda Blvd., Suite A, Northridge, CA 91324
Phone 818-341-0670 Fax 818-341-0690

Dispense Generic Unless Otherwise Specified

RX Patient (b) (6) Privacy Date 9/1/15

(b) (6) Privacy HAS HAD TO VACATE HER APARTMENT FROM JUNE 25 2015 UNTIL FURTHER NOTICE DUE TO CHEMICAL CONTAMINATION

X

Enclosure #1

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

Plaintiff in Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, NORTHWEST DISTRICT
VAN NUYS EAST COURTHOUSE

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

Plaintiff,

Vs.

AVALONBAY COMMUNITIES, INC., a Maryland corporation, permissibly doing business in California; TONY KUPER, an individual; OAKWOOD WORLDWIDE LOCAL, LLC, a Delaware legal entity, permissibly doing business in California; JOSHUA MORRISON, an individual; PRECISION ENVIRONMENTAL, INC. , a California business entity; TERMINIX INTERNATIONAL, a Delaware business entity; VALLEYCREST LANDSCAPE MAINTENANCE, INC., a California corporation; ORKIN, INC., a California corporation; AMERICAN NURSERIES LANDSCAPING, a California business entity; and DOES 1 through 100, Inclusive,

Defendants.

Case No.: LC103347

Unlimited Civil Action:

FIRST AMENDED COMPLAINT FOR DAMAGES for:

1. **Constructive Eviction: Lack of Habitability;**
2. **Breach of Warranty of Habitability;**
3. **Maintenance of Nuisance;**
4. **Violations of Disabled Persons Act – California Civil Code §§ 54, 54.1, 54.3;**
5. **Violation of California Business and Professions Code § 8538, 16 California Code of Regulations § 1970.4, and 3 California Code of Regulations § 6618(b);**
6. **Unfair Competition Under California Business & Professions Code § 17200;**
7. **Trespass; and,**
8. **Violation of California Government Code § 12955(a)**

PLAINTIFF ALLEGES AS FOLLOWS:

GENERAL ALLEGATIONS

1. Plaintiff, (b) (6) - Privacy, (b) (7)(C) - Enforcem [redacted] is a resident of the subject real property of the County of Los Angeles and of the State of California. Plaintiff is certified by the Secretary of State to have her address protected from public record pursuant to the Confidential Address Program by California statutes SB 489/Ch. 1005 and SB 1318/Ch. 562/00; and therefore she is prohibited from disclosing within this Complaint or any other public record filing, her residential address.

2. Defendant AVALONBAY COMMUNITIES, INC. (hereinafter "AVALON") is a Maryland corporation, permissibly doing business in California at a number of locations; but as relevant to venue herein, at Woodland Hills, California 91367.

3. Defendant OAKWOOD WORLDWIDE LOCAL, LLC, (hereinafter "OAKWOOD") is a Delaware legal entity, permissibly doing business in Los Angeles County, but as relevant to venue herein, at Woodland Hills, California 91367.

4. Both Defendants AVALON and OAKWOOD own, operate, manage, and control a large number of hotel and residential units at a complex of such units located at Woodland Hills, California, Postal Zip Code 91367, referenced collectively for brevity herein as the "SUBJECT PROPERTY".

5. Defendant TONY KUPER (herein "KUPER") is an individual whom Plaintiff is informed and believes, and thereon alleges, to be the past managing agent in charge of the entire AVALON complex of the residential units located at the subject property in Woodland Hills, Los Angeles County, California, 91367.

6. Defendant JOSHUA MORRISON (hereinafter "MORRISON") is an individual whom Plaintiff believes to be, and herein alleges on such information and belief, the managing agent in charge of the entire OAKWOOD complex of hotel and residential units located at Woodland Hills, California, 91367.

7. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendant KUPER is the agent and employee of Defendant AVALON; and in doing the things hereinafter alleged, was at all times relevant, acting in the scope of said agency and employment and with the permission and consent of Defendants AVALON, and each of those Defendants ratified the

acts of Defendant KUPER. Defendant MORRISON is the agent and employee of Defendants OAKWOOD; and in doing the things herein alleged, was at all times relevant, acting in the scope of said agency and employment and with the permission and consent of the Defendant OAKWOOD, and each of those Defendants ratified the acts of Defendant MORRISON.

8. Defendant PRECISION ENVIRONMENTAL, INC.(hereinafter "PRECISION") is a California business entity doing business in California as a pesticide applicator and eradicator; and at the times mentioned herein, PRECISION applied chemicals and otherwise operated within the hotel and residential units' and common areas of the complex' property located at Woodland Hills, California 91367.

9. Defendant TERMINIX INTERNATIONAL, INC., (hereinafter "TERMINIX") is a Delaware business entity doing business in California as a pesticide applicator and eradicator, and at all times mentioned herein, TERMINIX applied chemicals and otherwise operated within the hotel and residential units and the common areas of the complex' property located at Woodland Hills, California, 91367.

10. Plaintiff is informed and believes, and thereon alleges, that Defendant VALLEYCREST LANDSCAPE MAINTENANCE, INC. (hereinafter "VALLEYCREST") is a California business entity doing business in California, primarily as a landscaping maintenance company, but also, among other things, as a pesticide and herbicide applicator and eradicator; and at the times mentioned herein, employees and agents of VALLEYCREST applied chemicals and toxic substances and otherwise operated within the common areas of the hotel and residential units' complex property located at Woodland Hills, California 91367.

11. Plaintiff is informed and believes, and thereon alleges, that Defendant AMERICAN NURSERIES LANDSCAPING, (hereinafter "AMERICAN") is a California business entity doing business in California, primarily as a landscaping maintenance company, but also, among other things, as a pesticide and herbicide applicator and eradicator; and at the times mentioned herein, employees and agents of AMERICAN applied chemicals and toxic substances and otherwise operated within common areas of the hotel and residential units' complex property located at Woodland Hills, California 91367.

12. Plaintiff is informed and believes, and thereon alleges, that Defendant ORKIN, INC. (hereinafter "ORKIN") is a California business entity doing business in California, primarily as an extermination company, but also, among other things, as a pesticide and herbicide applicator and eradicator; and at the times mentioned herein, employees and agents of ORKIN applied chemicals and toxic substances and otherwise operated within the common areas of the hotel and residential units' complex property located at Woodland Hills, California 91367.

13. On numerous occasions, Defendants AVALON and OAKWOOD, by and through their hired agents, the Defendants PRECISION, TERMINIX, VALLEYCREST, AMERICAN, and ORKIN, caused toxic chemicals and other hazardous substances to be used for pest and weed extermination purposes within or about the SUBJECT PROPERTY, and because of the natural phenomena of "drift" thereby entering Plaintiff's apartment. Defendants did this despite there being a non-chemical treatment option for the subject property **that is cheap, effective, and safe.** In addition, Defendant AVALON, by and through its respective manager, Defendant KUPER, despite being personally informed and having knowledge of Plaintiff's known lethal reactions, directed staff and guided neighboring tenants to purchase their own pest extermination chemicals (i.e., Home Depot) -- for which those tenants so purchasing would be reimbursed by Defendant AVALON -- and to self-applicate such pest extermination chemicals in and about their dwelling units, causing additional "drift" and long lasting third-hand exposure to Plaintiff's life threatening detriment. Additionally, Defendants AVALON and OAKWOOD order the use of toxic disinfectants and carpet cleaning agents in the neighboring units and common areas. Plaintiff believes, and thereon alleges that, Defendants caused toxic chemicals and other hazardous substances to come near Plaintiff on or about the following dates: September 13, 2013; January 3, 2014; March 7, 2014; April 10, 2014; April 15, 2014; June 26, 2015; July 3, 2015; July 10, 2015; and, July 17, 2015. On each of these dates, Plaintiff's very life was in danger as the presence and very breathing of the air of the chemicals could kill her as indicated by her medical physicians. In addition, the residual of the chemicals applied and sprayed inside or around the SUBJECT PREMISES could also kill Plaintiff even after an indefinite period after the spraying of the chemicals had been done in or around the SUBJECT PREMISES. Plaintiff believes, and thereon

alleges, that these dates are not exhaustive and Plaintiff was exposed to hazardous chemicals on unknown days and times.

14. This action concerns such numerous and continuing breaches of Plaintiff's leasehold rights to habitability, freedom from nuisance, and Defendants AVALON and OAKWOOD for an apartment unit within their hotel and residential real property and premises located at Woodland Hills, California 91367.

15. Venue is also proper in Superior Court of the State of California, County of Los Angeles, Northwest District, Van Nuys East Courthouse, since the leasehold rights relates to a real property lease contract entered into, breached, and violated, in Woodland Hills, California 91367.

16. Defendants Does 1-100, inclusive, are any and all Defendants whose true full names and capacities are unknown or not fully known to the Plaintiff, who elects to sue them by the fictitious name of DOE until such time as they can amend this pleading according to the provisions of California Code of Civil Procedure § 474. Plaintiff is informed and believes that each of the fictitiously named Defendants are responsible in some manner for occurrences herein alleged, and that Plaintiff's damages were proximately caused by their acts.

17. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned, each Defendant is the agent and employee of each other Defendant and, in doing the things hereinafter alleged, was acting in the scope of said agency and employment and with the permission and consent of each Defendant, and each Defendant ratified the acts of each other Defendant.

18. Plaintiff entered into a written, long term leasehold tenancy relationship with Defendant OAKWOOD as her landlord of a residential unit within the hotel and residential complex located at Woodland Hills, California 91367 in or about February 2011. Please find attached at **Exhibit A** a true and correct copy of relevant portions of the lease with Plaintiff.

19. Despite acknowledged written notice, on or about September 13, 2013 and continuing thereafter, Plaintiff has experienced a number of known and now "unknown" episodes of undue life threatening chemical exposures due to the actions of Defendants, and each of them, as more fully set forth in this Complaint.

20. Defendants OAKWOOD and then concurrently AVALON entered into an Accommodations Agreement with the Plaintiff to enable Plaintiff to avoid exposure to synthetic hazardous chemicals within a 3-unit safety radius (pursuant to California Structural Pest Control Board, the foot of the building is considered part of the structure); essentially the entire west wing of the building. Common areas are included as a given; a standard for this medical condition. Please find attached at **Exhibit B** a true and correct copy of the Accommodations Request, where, that Request became an agreement when approved on February 5, 2013 and September 27, 2013.

21. An actual controversy exists between the parties to the lease agreement between Plaintiff and Defendants OAKWOOD and AVALON and in particular the Accommodations Agreement delineating Defendants' undertaking and obligations to provide Plaintiff an environment free from chemical cleaning and pest extermination treatments. Nevertheless, Defendants OAKWOOD and AVALON acting through their managing agents KUPER and MORRISON and their contractors PRECISION, TERMINIX, VALLEYCREST, AMERICAN, and ORKIN have caused Plaintiff to lose the quiet, safe, healthful, and habitable enjoyment of her dwelling unit at the subject property, all to Plaintiff's resultant costs, expenses, damages and fear of future harm, as set forth in this complaint.

22. There has been no breach of the lease agreement by Plaintiff. Plaintiff has performed as agreed at all times during the term of this lease agreement.

23. Plaintiff is a disabled person within the definition of the California Disabilities Act; and further, Plaintiff is particularly sensitive to multiple chemicals, having the documented physical and physiognomic condition known as "Multiple Chemical Sensitivity" ("MCS," for short form). Plaintiff is part of a 33% subsection of the population; she is not an anomaly. All of the Defendants are subject to liability herein either directly as landlords or indirectly as individual agents or contractors to Plaintiff's landlords, the Defendants OAKWOOD and AVALON, by reason of their agreed Accommodations with Plaintiff of her disability status at all times relevant herein.

FIRST CAUSE OF ACTION
CONSTRUCTIVE EVICTION: LACK OF HABITABILITY
(AS TO DEFENDANTS AVALON AND OAKWOOD AND DOES 1-100)

24. Plaintiff refers to Paragraphs 1 to 23 of this complaint and hereby incorporates the same as if fully set forth herein.

25. Defendants OAKWOOD and then concurrently AVALON entered into an Accommodations Agreement with the Plaintiff to avoid exposure to synthetic hazardous chemicals within a 3-unit safety radius. Defendants knew that the Plaintiff's life was in danger with the presence and spraying of life threatening chemicals sprayed on and around the subject property, hence, the reason for the Accommodations Agreement. Despite this knowledge, the Plaintiff has experienced a number of known and now "unknown" episodes of undue life threatening chemical exposures due to the actions of Defendants, and each of them. Defendants knew that, with the spraying of chemicals, that the subject property was not in a condition suitable for the purposes for which it was leased and it was uninhabitable for the Plaintiff.

26. Despite having actual notice of the uninhabitability of the subject property, Defendants, and each of them, have to date failed, ignored and refused, despite ample opportunity to do so, to undertake the comprehensive non-chemical treatment necessary for the subject property **that is cheap, effective, and safe.** The acts and omissions of Defendants regarding the subject property, and the disturbance and interference with Plaintiff's possession of the subject property, rendered the subject property unfit for the purposes for which it was leased. The effect was to deprive Plaintiff, for a substantial periods of time, of the beneficial enjoyment and use of the subject residence and property, along with much duress over fearing for her life.

27. Moreover, the threat of exposure to synthetic hazardous chemicals is so immediate and pernicious as to require Plaintiff to remove herself physically from the subject property forthwith and to remain physically so removed until such time as the exposure to the chemicals is safely decontaminated. This loss of quiet enjoyment, as a result of chemicals caused Plaintiff to vacate the subject property on or about June 26, 2015 to present, due to the past, pending and withheld notice of applications of hazardous chemicals. Plaintiff kept personal items in the subject property until such time that Defendants completed cleaning up any chemical residue and stopped using chemicals on or around the subject property. Plaintiff has been unable to return to the property to live in and to reside in due to the chronic, persistent toxic chemical exposures at the property.

28. Under these circumstances herein set forth, the rental value of the SUBJECT PROPERTY is reduced to zero.

29. The total of rent payable under the terms of the lease from June 26, 2015, to the present date, is the sum of approximately $6,850.93. Plaintiff's Rent is $1,117.00 monthly; and nearly six months have now passed since Plaintiff was forced to repeatedly vacate her dwelling unit due to the actions and inactions of Defendants, and each of them (inaccessible records may confirm additional vacated timeframes). Due to the chronic, persistent toxic chemical exposures at the property, the rental value of the leasehold for the same periods is $0.

30. As a direct and proximate result and consequence of the uninhabitability of Defendants' hotel and residential complex, Plaintiff has suffered loss of quiet enjoyment and has been deprived of the beneficial enjoyment of the subject residence and use of the property, in a sum in excess of the minimum unlimited jurisdiction of this Court, according to proof at trial.

31. As a further direct and proximate result and consequence, Plaintiff has been forced to incur expenses, all to her general damage, as follows:

(A) To locate suitable alternative tenancy;

(B) To move to new suitable alternative tenancy, in an amount to be proven at trial;

(C) To pay for such suitable alternative tenancy for so long as Plaintiff was unable due to uninhabitability to reside in the subject property, in a sum according to proof at trial;

(D) To reimburse Plaintiff for clothing, furniture, and furnishings ruined by the chemical exposure, in a sum presently unascertainable, but according to proof at trial;

(E) To reimburse Plaintiff for cleaning, treating and storing salvageable personal property, in a sum according to proof at trial;

(F) To pay for rental periods following Plaintiff's constructive eviction, in a sum according to proof at trial;

(G) To pay for attorney fees pursuant to the lease agreement;

(H) Litigation expenses for requiring Plaintiff's resort to judicial remedies;

(I) Past and future medical expenses; and,

(J) Loss of earnings, and loss of employment and loss of business or employment opportunities.

32. Plaintiff is informed and believes, and thereon alleges, that she is likely to incur further/future recoverable economic expense in kinds and amounts as yet unknown, but according to proof; and Plaintiff reserves her right to seek Leave to Amend this Complaint to so state when such further economic expense becomes known.

SECOND CAUSE OF ACTION
BREACH OF WARRANTY OF HABITABILITY
(AS TO DEFENDANTS AVALON AND OAKWOOD AND DOES 1-100)

33. Plaintiff refers to Paragraphs 1 to 32 of this complaint and hereby incorporates the same as if fully set forth herein.

34. Whether or not stated in express terms, there is an implied "Warranty of Habitability" in every lease of rental residential real property, including the subject lease between Plaintiff and the Defendants herein.

35. Such implied "Warranty of Habitability" as a matter of law prohibits landlords, such as Defendants AVALON and OAKWOOD herein, from allowing, maintaining, and/or failing to repair or remove (i.e., decontamination), any condition deleterious to the health, safety, or well-being of their tenants, such as Plaintiff herein. Defendants covenanted that the subject property they leased to Plaintiff for living quarters would be maintained in a habitable state for the duration of the lease; the implied "Warranty of Habitability" required that Defendants ensure that the bare living conditions be maintained in their units, including the subject property rented to Plaintiff.

36. Defendants AVALON and OAKWOOD, and DOES 1 through 100, inclusive, and each of them, have breached the implied "Warranty of Habitability" by allowing, maintaining, managing and/or controlling its agents, employees, and/or independent contractors to apply hazardous chemicals and toxic synthetic substances on or around the subject property, knowing that Plaintiff's life was in danger with the presence and spraying of the life threatening chemicals. Defendants breached the Accommodations Agreement and put Plaintiff's life in danger, making the subject property uninhabitable and in an condition not suitable for which it was leased. Defendants substantially failed to comply with applicable building and housing code standards that materially affect the tenant's health and safety.

37. Most recently, Plaintiff vacated the subject property on or about June 26, 2015 with hopes that Defendants would undertake the non-chemical treatment necessary on or around the subject property. Plaintiff kept personal items in the subject property until such time that Defendants completed cleaning up any chemical residue and stopped using chemicals on or around the subject property. Plaintiff has been unable to return to the property to live in and to reside in due to the chronic, persistent toxic chemical exposures at the property. Plaintiff paid Defendants rent in the approximate amount of $1117.00 per month for each month or portion thereof that they occupied the subject property, for an approximate total sum to be determined.

38. The subject property as it existed and exists in its condition contaminated with chemicals identified by medical experts as lethal to her has had no rental value whatsoever. It was medically dangerous and life threatening for Plaintiff to remain in the subject property with the presence of known dangerous pesticides to Plaintiff.

39. Defendants AVALON and OAKWOOD have especially violated their warranties of habitability with Plaintiff by reason of their violation of Plaintiff's Accommodations Agreement to maintain at least a 3-unit safety radius (entire west wing) from Plaintiff's dwelling unit for the application of any synthetic/chemical pest infestation eradication treatments and to utilize non-chemical treatments to the fullest extent. Same issue with cleaning and disinfecting agents.

40. As a direct and proximate result of the Breach of Warranty of Habitability, Defendants and each of them have become liable to Plaintiff for certain economic damages, among which are Plaintiff's expenses incurred:

(A) To locate suitable alternative tenancy;

(B) To move to new suitable alternative tenancy, in an amount to be proven at trial;

(C) To pay for such suitable alternative tenancy for so long as Plaintiff was unable due to uninhabitability to reside in the subject property, in a sum according to proof but;

(D) To reimburse Plaintiff for clothing, furniture, furnishings, etc. ruined by the chemical contamination and the costs of replacement thereof, in a presently unascertainable sum, but according to proof at trial;

(E) To reimburse Plaintiff for cleaning, treating and storing salvageable personal property, in a presently unascertainable sum, but according to proof;

(F) To pay for reimbursement of rent, representing the difference between the fair rental value of the subject property if the property had been as warranted and the fair rental value of the property as the property was during Plaintiff's occupancy of the property in the unsafe and unsanitary condition, as determined by proof to the court;

(G) To pay for attorney fees and litigation expenses pursuant to the lease agreement;

(H) Past and future medical expenses; and,

(I) Loss of earnings, and loss of employment and loss of business or employment opportunities.

41. Plaintiff is informed and believes, and thereon alleges, that she is likely to incur further/future recoverable economic expense in kinds and amounts as yet unknown, but according to proof; and Plaintiff reserves her right to seek Leave to Amend this Complaint to so state when such further economic expense becomes known.

THIRD CAUSE OF ACTION

MAINTENANCE OF NUISANCE
(AS TO ALL DEFENDANTS AND DOES 1-100)

42. Plaintiff refers to Paragraphs 1 to 41 of this complaint and hereby incorporates the same as if fully set forth herein.

43. The defective and dangerous conditions of the subject property as alleged in this complaint constituted a nuisance within the meaning of California Civil Code § 3479 and California Code of Civil Procedure § 731 in that they deprived Plaintiff of the safe, healthy, and comfortable use of the subject property.

44. The application of hazardous chemicals from on or about September 13, 2013 and continuing thereafter at the subject property was injurious to Plaintiff's health as Plaintiff is disabled and particularly sensitive to Defendants' currently ongoing and proposed chemical treatments on or about the subject property, which was, and is, indecent and offensive to the senses of a normal person and was, and is, a significant, substantial, and unreasonable obstruction to the

free use of the subject property, so as to interfere with the comfortable enjoyment of life or property and safety to life. The Defendants' ongoing hazardous chemical treatments further unlawfully obstructs the free use of the subject property for its intended use as an unit and property premises fit for human occupation.

45. As a proximate cause of the maintenance of nuisance by Defendants, Plaintiff has suffered substantial actual damage and discomfort and annoyance, all to her general damage in a sum of at least $100.00 per day for each day hazardous chemicals, or harmful residue thereof was present at the subject property and/or each day that Plaintiff occupied the subject property with the hazardous chemicals or harmful residue thereof present, or was effectively barred from such occupancy, due to the presence of hazardous chemicals applied, or the residue thereof.

46. As a further proximate cause of the maintenance of nuisance by Defendants, Plaintiff suffered substantial actual damage and Plaintiff has suffered emotional distress and mental anguish by the presence and the affect upon her health and well-being caused by hazardous chemicals, and over the frustration of not knowing when, and/or what, and/or in what amounts, Defendants would cause hazardous chemicals to be applied at, near, or within Plaintiff's dwelling unit, sustaining damages in amounts according to proof at trial.

47. As a further proximate cause of the maintenance of nuisance by Defendants, Plaintiff suffered substantial actual damage and certain property damages and economic damages, among which are Plaintiff's expenses incurred:

(A) To locate suitable alternative tenancy;

(B) To move to new suitable alternative tenancy, in the sum to be proven at trial;

(C) To pay for such suitable alternative tenancy for so long as Plaintiff was unable due to uninhabitability to reside in the subject property, in the sum to be proven at trial;

(D) To reimburse Plaintiff for clothing, furniture, and furnishings ruined by the infestation and the costs of replacement thereof, in a presently unascertainable total amount, but to be proven at trial, because Plaintiff is effectively barred from access her dwelling unit due to Defendants applications of hazardous chemicals or the harmful residue thereof;

(E) To reimburse Plaintiff for cleaning, treating and storing salvageable personal property, in a sum presently unascertainable because Plaintiff is effectively barred from access to her dwelling unit, but according to proof at trial;

(F) Once the subject property was infused with hazardous chemicals, it had no rental value whatsoever; and as a result Plaintiff's payment of rental during such time and rental periods Plaintiff's dwelling unit was in such condition, caused Plaintiff to sustain general damages in the approximate total sum presently unascertainable, but to be proven at trial;

(G) Past and future medical expenses; and,

(H) Loss of earnings, and loss of employment and loss of business or employment opportunities.

48. Plaintiff is informed and believes, and thereon alleges, that she is likely to incur further/future recoverable emotional distress and mental anguish damages and economic expense in kinds and amounts as yet unknown, but according to proof; and Plaintiff reserves her right to seek Leave to Amend this Complaint to so state when such further/future damages and expense becomes known.

FOURTH CAUSE OF ACTION
DISABLED PERSONS ACT – CALIFORNIA CIVIL CODE §§ 54, 54.1, 54.3
(AS TO DEFENDANTS AVALON AND OAKWOOD AND DOES 1-100)

49. Plaintiff refers to Paragraphs 1 to 48 of this complaint and hereby incorporates the same as if fully set forth herein.

50. California Civil Code §§ 54 and 54.1(b) ("Disabled Persons Act") guarantee that "[i]ndividuals with disabilities or medical conditions have the same right as the general public to the full and free use of ... public facilities, and other public places" and that "individuals with disabilities shall be entitled to full and equal access, as other members of the general public, to all housing accommodations offered for rent, lease, or compensation."

51. The Disabled Persons Act, under California Civil Code § 54.1(b)(3)(B), states that "[a]ny person renting, leasing, or otherwise providing real property for compensation shall not refuse to make reasonable accommodations in rules, policies, practices, or services, when those

accommodations may be necessary to afford individuals with a disability equal opportunity to use and enjoy the premises." Under California Civil Code § 54.1(b)(3)(A) states that "[a]ny person renting, leasing, or otherwise providing real property for compensation shall not refuse to permit an individual with a disability, at that person's expense, to make reasonable modifications of the existing rented premises if the modifications are necessary to afford the person full enjoyment of the premises."

52. Plaintiff is a person and individual with disabilities or medical conditions as defined under California Civil Code § 54. Plaintiff cannot tolerate an environment that is treated with chemical pesticides and synthetic chemical agents. This environment is a critical health risk for Plaintiff. Total avoidance of such chemicals is medically mandated and required for Plaintiff's health, safety, and well-being.

53. Defendants AVALON and OAKWOOD, and DOES 1 through 100, inclusive, promised by way of a particular approved Accommodations Agreement with Plaintiff that they would not use any hazardous chemicals (i.e., pesticides, disinfectants, solvents, cleaning fluids, etc.), in or around Plaintiff's dwelling unit, the common areas appurtenant thereto, or within three units of Plaintiff's unit.

54. Plaintiffs requested Defendants, and each of them, to make reasonable accommodations in their rules, policies, practices, or services, and to treat the subject property with non-chemicals, as chemicals are a health risk for Plaintiff. The reasonable accommodations requested by Plaintiff were necessary to afford Plaintiff, an individual with disabilities, equal opportunity to live and use and enjoy the subject property.

55. Defendants, and each of them, refused to make reasonable accommodations in their rules, policies, practices, or services, when requested by Plaintiff to treat the subject property with non-chemicals. Their refusal has effectively denied Plaintiffs equal access to the subject property from June 26, 2015 to the present date, as Plaintiff could not reside in the subject property when it was a critical health risk to be in an environment that is treated with synthetic hazardous chemicals.

56. As a direct and proximate cause of Defendants' violation of the Disabled Persons Act, Plaintiffs have sustained certain property damages and economic damages, among which are

Plaintiffs' expenses incurred:

(A) To locate suitable alternative tenancy;

(B) To move to new suitable alternative tenancy, in a sum according to proof;

(C) To pay for such suitable alternative tenancy for so long as Plaintiffs were unable due to uninhabitability to reside in the subject property, in a sum according to proof;

(D) To reimburse Plaintiffs for clothing, furniture, and furnishings ruined by the infestation and the costs of replacement thereof, in a sum according to proof;

(E) To reimburse Plaintiffs for cleaning, treating and storing salvageable personal property, in a sum according to proof;

(F) Past and future medical expenses; and,

(G) Loss of earnings, and loss of employment and loss of business or employment opportunities.

57. Plaintiffs are informed and believe, and thereon allege, that they are likely to incur further/future recoverable economic expense in kinds and amounts as yet unknown, but according to proof; and Plaintiffs reserve their right to seek Leave to Amend this Complaint to so state when such further/future economic expense becomes known.

58. As Defendants, and each of them, denied Plaintiffs equal access to the subject residence and property premises and interfered with Plaintiffs' rights as individuals with disabilities, under the Disabled Persons Act, Defendants are liable for each offense for the actual damages suffered by Plaintiffs, as provided by California Civil Code § 54.3(a).

59. Further, as Defendants, and each of them, denied Plaintiffs equal access to the subject property and interfered with Plaintiffs' rights as individuals with disabilities, under the Disabled Persons Act, Defendants are liable for any amount as may be determined by the court, up to a maximum of three times the amount of actual damages, but in no case less than $1,000.00, as provided by California Civil Code § 54.3(a).

60. Further, as Defendants, and each of them, denied Plaintiffs equal access to the subject residence and property premises and interfered with Plaintiffs' rights as individuals with disabilities, under the Disabled Persons Act, Defendants are liable for statutory attorney's fees as may be

determined by the court, as provided by California Civil Code § 54.3(a).

FIFTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 8538, 16 CALIFORNIA CODE OF REGULATIONS § 1970.4, AND 3 CALIFORNIA CODE OF REGULATIONS § 6618
(AS TO ALL DEFENDANTS AND DOES 1-100)

68. Plaintiff refers to Paragraphs 1 to 67 of this complaint and hereby incorporates the same as if fully set forth herein.

69. California Business and Professions Code § 8538(a) states in pertinent part: "A registered structural pest control company shall provide the owner, or owner's agent, and tenant of the premises for which the work is to be done with clear written notice which contains the following statements and information ... (1) The pest to be controlled. (2) The pesticide or pesticides proposed to be used, and the active ingredient or ingredients" and specific language required by Section 8538(a)(3). Moreover, clear written notice should also contain, "if a contract for periodic pest control has been executed, the frequency with which the treatment is to be done." Further, notice shall be given to the owner, or owner's agent, and tenant by either first-class or electronic mail, posting in a conspicuous place on the real property, or personal delivery. (Cal. Business & Professions Code § 8538(b).) Defendants PRECISION, TERMINIX, VALLEYCREST, AMERICAN, AND ORKIN, each and every one of them, did not provide the requisite notice to Plaintiff, so as to put Plaintiff's life, health, and well-being at risk and in danger.

70. Title 16 of the California Code of Regulations § 1970.4 states in pertinent part: "[T] he owner/owner's agent shall receive notification and other notices shall be posted in heavily frequented, highly visible areas including, but not limited to, all mailboxes, manager's apartment, in all laundry rooms, and community rooms on all external pest control servicing ... Any pest control servicing done within a tenant's apartment requires that the tenant be notified according to section 8538." Moreover, California Civil Code § 1940.8 states in pertinent part: "A landlord of a residential dwelling unit shall provide each new tenant that occupies the unit with a copy of the notice provided by a registered structural pest control company pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed." Further, Title 3 of the California Code of

Regulations § 6618(b)(2) states in pertinent part: "The operator of property shall assure that notice is given to all persons who are on the property to be treated, or who may enter during the application or the period of time that any restrictions on entry are in effect" where the notice shall include the date of the scheduled application, the identity of the pesticide, and precautions to be observed from the pesticide.

71. Defendants PRECISION, TERMINIX, VALLEYCREST, AMERICAN, AND ORKIN, and DOES 1 through 100, inclusive, and each of them, have violated California Business and Professions Code § 8538 in that they failed, and continue to fail, to provide the clear written notice required by Section 8538. Defendants PRECISION, TERMINIX, VALLEYCREST, AMERICAN, AND ORKIN, and DOES 1 through 100, inclusive, and each of them, have violated Title 16 of the California Code of Regulations § 1970.4 in that they failed, and continue to fail, to post notices in heavily frequented, highly visible areas.

72. Plaintiff believes, and thereon alleges, that Defendants OAKWOOD and AVALON violated 16 California Civil Code § 1940.8 and 3 California Code of Regulations § 6618(b)(2) in that they failed to provide Plaintiff with a copy of notices provided by registered structural pest control companies required by Section 8538 when contracts for periodic pest control services had been executed, and in that they failed to provides notices to Plaintiff with the scheduled application, the identity of the pesticide, and precautions to be observed from the pesticide.

73. As a direct and proximate result and consequence of the uninhabitability of Defendants' hotel and residential complex, Plaintiff has suffered loss of quiet enjoyment and has been deprived of the beneficial enjoyment of the subject residence and use of the property, in a sum in excess of the minimum unlimited jurisdiction of this Court, according to proof at trial.

74. As a further direct and proximate result and consequence, Plaintiff has been forced to incur expenses, all to her general damage, as follows:

(A) To locate suitable alternative tenancy;

(B) To move to new suitable alternative tenancy, in an amount to be proven at trial;

(C) To pay for such suitable alternative tenancy for so long as Plaintiff was unable due to uninhabitability to reside in the subject property, in a sum according to proof at trial;

(D) To reimburse Plaintiff for clothing, furniture, and furnishings ruined by the chemical exposure, in a sum presently unascertainable, but according to proof at trial;

(E) To reimburse Plaintiff for cleaning, treating and storing salvageable personal property, in a sum according to proof at trial;

(F) To pay for rental periods following Plaintiff's constructive eviction, in a sum according to proof at trial;

(G) To pay for attorney fees pursuant to the lease agreement;

(H) Litigation expenses for requiring Plaintiff's resort to judicial remedies;

(I) Past and future medical expenses; and,

(J) Loss of earnings, and loss of employment and loss of business or employment opportunities.

75. Plaintiff is informed and believes, and thereon alleges, that she is likely to incur further/future recoverable economic expense in kinds and amounts as yet unknown, but according to proof; and Plaintiff reserves her right to seek Leave to Amend this Complaint to so state when such further economic expense becomes known.

SIXTH CAUSE OF ACTION
UNFAIR COMPETITION UNDER CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200
(AS TO ALL DEFENDANTS AND DOES 1-100)

76. Plaintiff refers to Paragraphs 1 to 75 of this complaint and hereby incorporates the same as if fully set forth herein.

77. California Business and Professions Code § 17200 prohibits any "unlawful, unfair or fraudulent business act or practice" and any "unfair, deceptive, untrue or misleading advertising."

78. Defendants' actions in spraying life threatening synthetic chemicals on and around the subject property, despite the Accommodations Agreement in place, in allowing their agents to spray the chemicals on or around the subject property, and in not providing the requisite notices under California Business and Professions Code § 8538, Title 16 of the California Code of Regulations § 1970.4, and California Civil Code § 1940.8, bring the transactions at issue under Section 17200. Defendants' improper conduct in the course of the transactions places them in violation of Section 17200.

79. Plaintiff believes, and thereon alleges, that Defendants' actions were unlawful and unfair, in that they purposely and willfully violated California law when not notifying Plaintiff of dangerous spraying of synthetic chemicals on the subject property and when disregarding the health and safety of Plaintiff.

80. Plaintiff seeks injunctive relief against Defendants AVALON, PRECISION, TERMINIX, VALLEYCREST, AMERICAN, AND ORKIN, and DOES 1 through 100, inclusive, and each of them, from their unlawful and unfair spraying of synthetic chemicals on or around the subject property as it is life threatening to Plaintiff and is affecting her quiet enjoyment of the subject property.

SEVENTH CAUSE OF ACTION
TRESPASS
(AS TO ALL DEFENDANTS AND DOES 1-100)

81. Plaintiff refers to Paragraphs 1 to 80 of this complaint and hereby incorporates the same as if fully set forth herein.

82. At all times mentioned in this Complaint, Plaintiff leased the subject property.

83. Defendants OAKWOOD, AVALON, PRECISION, TERMINIX, VALLEYCREST, AMERICAN, AND ORKIN, and DOES 1 through 100, inclusive, and each of them, intentionally, recklessly, and negligently interfered with and negligently caused harmful synthetic chemicals to enter the subject property. This entrance of synthetic chemicals interfered with Plaintiff's use or possession of the subject property. The continued presence and spraying of synthetic chemicals was and is considered a trespass on the subject property.

84. Plaintiff did not give permission for the entry of dangerous synthetic chemicals to enter the subject property.

85. Defendants' trespass and interference proximately caused damage to Plaintiff, all to her general damage in the sum of $37.23 per day for each day that synthetic chemicals were sprayed and each day that trails of the synthetic chemicals lingered in the air on the subject property. Both actually harmed Plaintiff. Defendants' trespass, interference, and conduct was a substantial factor in causing Plaintiff's harm.

86. Defendants' trespass and interference further proximately caused damage to Plaintiff, where, Plaintiff suffered actual damage and Plaintiff has suffered emotional distress and mental anguish by the presence and the affect upon their health and well-being caused by the appearance and presence of harmful synthetic chemicals, sustaining damages in amounts according to proof at trial.

87. Defendants' trespass and interference further proximately caused damage to Plaintiff, where, Plaintiff suffered actual damage and certain property damages and economic damages, among which are Plaintiff's expenses incurred:

(A) To locate suitable alternative tenancy;

(B) To move to new suitable alternative tenancy, in an amount to be proven at trial;

(C) To pay for such suitable alternative tenancy for so long as Plaintiff was unable due to uninhabitability to reside in the subject property, in a sum according to proof at trial;

(D) To reimburse Plaintiff for clothing, furniture, and furnishings ruined by the chemical exposure, in a sum presently unascertainable, but according to proof at trial;

(E) To reimburse Plaintiff for cleaning, treating and storing salvageable personal property, in a sum according to proof at trial;

(F) To pay for rental periods following Plaintiff's constructive eviction, in a sum according to proof at trial;

(G) To pay for attorney fees pursuant to the lease agreement;

(H) Litigation expenses for requiring Plaintiff's resort to judicial remedies;

(I) Past and future medical expenses; and,

(J) Loss of earnings, and loss of employment and loss of business or employment opportunities.

88. Plaintiff is informed and believes, and thereon alleges, that she is likely to incur further/future recoverable emotional distress and mental anguish damages and economic expense in kinds and amounts as yet unknown, but according to proof; and Plaintiff reserves her right to seek Leave to Amend this Complaint to so state when such further/future damages and expense becomes known.

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EIGHTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA GOVERNMENT CODE § 12955(a)
(AS TO DEFENDANTS AVALON AND OAKWOOD AND DOES 1-100)

89. Plaintiff refers to Paragraphs 1 to 88 of this complaint and hereby incorporates the same as if fully set forth herein.

90. By causing harmful synthetic chemicals to enter the SUBJECT PROPERTY, putting Plaintiff's very life in danger, Defendants AVALON, OAKWOOD, and each Doe Defendant intentionally discriminated against Plaintiffs on the basis of her disability, violating California Government Code §§ 12955(a). California Government Code § 12955(a) states in relevant part that it shall be unlawful: "For the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person."
caused harmful synthetic chemicals to enter the subject property.

91. Defendant AVALON, OAKWOOD and each Doe Defendant intentionally discriminated against Plaintiff where Plaintiff cannot tolerate an environment that is treated with chemical pesticides and synthetic chemical agents. This environment is a critical health risk for Plaintiff. Total avoidance of such chemicals is medically mandated and required for Plaintiff's health, safety, and well-being. Defendants' decision not to protect Plaintiff from the harmful chemicals was intentional discrimination on the basis of Plaintiff's disability.

92. Defendants, and each of them, adopted a policy of not accommodating and not honoring an Accommodations Agreement and safety precautions for the health and well being of one, Plaintiff, with a disability related to exposure to chemicals and one, Plaintiff, with MCS.

93. Defendants' conduct in violation of Section 12955(a) proximately caused damage to Plaintiff, where, Plaintiff suffered actual damage and Plaintiff has suffered emotional distress and mental anguish by the presence and the affect upon their health and well-being caused by the appearance and presence of harmful synthetic chemicals, sustaining damages in amounts according to proof at trial.

94. Defendants' conduct in violation of Section 12955(a) further proximately caused damage to Plaintiff, where, Plaintiff suffered actual damage and certain property damages and economic damages, among which are Plaintiff's expenses incurred:

(A) To locate suitable alternative tenancy;

(B) To move to new suitable alternative tenancy, in an amount to be proven at trial;

(C) To pay for such suitable alternative tenancy for so long as Plaintiff was unable due to uninhabitability to reside in the subject property, in a sum according to proof at trial;

(D) To reimburse Plaintiff for clothing, furniture, and furnishings ruined by the chemical exposure, in a sum presently unascertainable, but according to proof at trial;

(E) To reimburse Plaintiff for cleaning, treating and storing salvageable personal property, in a sum according to proof at trial;

(F) To pay for rental periods following Plaintiff's constructive eviction, in a sum according to proof at trial;

(G) To pay for attorney fees pursuant to the lease agreement;

(H) Litigation expenses for requiring Plaintiff's resort to judicial remedies;

(I) For actual damages sustained by Plaintiffs;

(J) To pay for reasonable attorney's fees and costs, including expert witness fees, pursuant to California Government Code § 12989.2;

(K) Past and future medical expenses; and,

(L) Loss of earnings, and loss of employment and loss of business or employment opportunities.

95. Plaintiff is informed and believes, and thereon alleges, that she is likely to incur further/future recoverable emotional distress and mental anguish damages and economic expense in kinds and amounts as yet unknown, but according to proof; and Plaintiff reserves her right to seek Leave to Amend this Complaint to so state when such further/future damages and expense becomes known.

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PRAYER

WHEREFORE, PLAINTIFF PRAYS FOR JUDGMENT AND RELIEF AGAINST DEFENDANTS AND EACH OF THEM AS FOLLOWS:

1. For loss of quiet enjoyment and the beneficial enjoyment of the subject property, in an amount to be proven at trial;
2. For general damages in an amount to be proven at trial;
3. For special damages in an amount to be proven at trial;
4. For compensatory damages in an amount to be proven at trial;
5. For actual damages in an amount to be proven at trial;
6. For past and future economic damages in an amount to be proven at trial;
7. For expenses to locate suitable alternative tenancy, in an amount to be proven at trial;
8. For expenses to move to new suitable alternative tenancy, in a sum to be proven at trial.
9. For expenses to pay for such suitable alternative tenancy for so long as Plaintiff was unable due to uninhabitability to reside in the subject property, sum to be determined upon resolution, thereof, in a sum according to proof at trial;
10. For expenses to reimburse Plaintiff for clothing, furniture, and furnishings ruined by the chemical exposure, in a sum presently unascertainable, but according to proof at trial;
11. For expenses to reimburse Plaintiffs for cleaning, treating and storing salvageable personal property, in a sum presently unascertainable, but to be proven at trial;
12. For expenses to pay for rental periods where the subject property had no rental value, in a sum according to proof at trial;
13. For past and future, consequential emotional distress and mental anguish in an amount to be proven at trial;
14. For past and future sums incurred and to be incurred for services of hospitals, physicians, nurses, and other professional services, x-rays, and other medical supplies and services, current and future, fear of future harm in an amount to be proven at trial, but reasonably expected to exceed the Limited Jurisdiction of this Court;
15. Past and future medical expenses;

16. Loss of earnings, and loss of employment and loss of business or employment opportunities;

17. For actual damages for the inconvenience, discomfort, and annoyance over being deprived of the quiet and healthy enjoyment by Plaintiff of her dwelling unit in the sum of $100 per day for each day that she has been so deprived.

18. For actual damages as provided by California Civil Code § 54.3(a);

19. For damages, in the sum of up to a maximum of three times the amount of actual damages, as provided by California Civil Code § 54.3(a);

20. For statutory attorney's fees as provided by California Civil Code § 54.3(a);

21. For injunctive relief against Defendants AVALON, PRECISION, TERMINIX, VALLEYCREST, AMERICAN, AND ORKIN, inclusive, and each of them, from their unlawful and unfair spraying of synthetic chemicals on or around the subject property as it is life threatening to Plaintiff and is affecting her quiet enjoyment of the subject property;

22. To pay for reasonable attorney's fees and costs, including expert witness fees, pursuant to California Government Code § 12989.2;

23. For interest provided by law pursuant to California Civil Code §§ 3288 and 3291;

24. For attorney's fees;

25. For costs of suit incurred herein; and,

26. For such other and further relief as the Court deems proper and according to equity.

Respectfully submitted,

DATED: January 5, 2016

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

(b) (6) - Privacy, (b) (7)(C) - Enforcement Privacy

Plaintiff in Pro Per

Confirmation Number: 443952
Bldg & Apt.No: /
Type: SU Project No. 0561
Location: WOODLAND HILLS
Occupancy Date Requested 1/4/2011

WOODLAND HILLS, as Lessor, hereby leases to A! , , building and apartment no. at AVE, WOODLAND HILLS, CA, 91367, subject to the following terms, conditions and covenants:

1._____Lessee, by initialing here, acknowledges that it has specifically read paragraph 7 relating to asbestos disclosure.
2._____Lessee, by initialing here, acknowledges that it has specifically read paragraph 8 relating to mold disclosure.
3._____Paragraph 9 relating to liability, paragraph 10 relating to telephone system, and paragraph 17 relating to non-security building disclosure. State of California, subject to the following terms, conditions and covenants:

1. TERM - The term of this Lease shall be for a period of 12 months, commencing on 1/4/2011, and ending at 12:00 midnight on 1/31/2012. After the expiration of the term of this Lease, unless Lessor or Lessee shall have given thirty (30) days notice of termination of Lessee's tenancy, Lessee shall become a month to month tenant, at an initial monthly rate as stated in Paragraph 3, below, and shall otherwise be on the terms and conditions herein specified so far as applicable, and notice of termination of Lessee's tenancy shall be given in accordance with Paragraph 13 of this lease.

2. LESSEE'S APPLICATION TO RENT - is incorporated herein and made a part hereof. If such Application To Rent shall contain any misrepresentation of fact by Lessee, Lessor may, in addition to all other remedies, treat any such misrepresentation as a default hereunder.

3. RENT - Lessee agrees to pay upon execution hereof and every monthly thereafter to the Lessor for each month during the term of this Lease $995.00 as rent for said leased premises as herein above described

A. Payments shall be made promptly, in advance, on or before the 1st day of each calendar month, in lawful money of the United States without deduction or offset, excepting any such as may be non-waivable under law, at Lessor's office or at such other place as Lessor may designate in writing.

B. Lessor will furnish and pay for water reasonably used by Lessee. All other utilities services to the leased premises are to be paid for by LESSEE. Lessor shall not be liable for any damage or injury to persons or property resulting form any failure or interruption of water supply or other utilities, or of heating, cooling or plumbing systems or from any other similar cause beyond Lessor's control or not improperly or negligently caused by Lessor.

C. If the premises are rented by more than one Lessee, it is understood by and between all parties that performance under this Agreement including, but not limited to payment of rent, shall be the joint and several responsibility of each Lessee, and any breach or abandonment of this lease by any one or more of the Lessees shall not terminate the Lease nor shall it relieve the remaining Lessee or Lessees from fulfilling the terms of this Lease.

D. If any rent payment provided for in this Lease is not paid when due or if any check is tendered in payment of rent or any other charge and thereafter is returned by the bank for any reason, a late charge shall be immediately due and payable. Lessee recognizes that default in making, when due, the rental payments required by this Lease, and/or tendering payment of rent by check subsequently returned, will result in the Lessor's incurring additional expense in bank charges, administration fees and in loss to the Lessor of the use of the money due. Since it is extremely difficult and impractical to ascertain the extent of such damages, Lessee agrees that in the event of any such default, the Lessor shall be entitled to damages for the detriment caused thereby. Lessee agrees that a sum equal to 5% of the monthly rent for each late rental payment which becomes delinquent and the sum of $25 for each returned check is a reasonable estimate of said damages, and agrees to pay said sum upon demand. Nothing contained herein shall be deemed to constitute a waiver of Lessor's right to pursue any other remedy set forth in the Lease or which may be available to Lessor by law if Lessee shall fail to make any rental payments herein when due or shall otherwise breach the terms of this Lease.

4. DEPOSITS AND FEES

A. In addition to the rental payment set forth in Paragraph 3 above, Lessee agrees to deposit with Lessor upon execution of this Lease the sum of $1,095.00 Dollars as security for any and all defaults of the payment of rent under this Lease, for the repair of damages to the premises caused by Lessee exclusive of ordinary wear and tear, and to clean such premises, if necessary, upon termination of the tenancy created by this Lease.

B. Lessee agrees that upon termination of this Lease or upon any other vacating of the premises by Lessee, the premises must be left in a clean and orderly condition in accordance with Lessor's standards for new occupancy. In the event that upon such termination or vacating the premises are not in the same condition of cleanliness, repair and order as upon commencement of this Lease, reasonable wear resulting solely from passage of time excepted, Lessee expressly agrees that Lessor shall perform all cleaning, maintenance and repair which may be reasonably required to restore the premises to such condition, such work to be done at Lessee's expense. Lessee agrees that the costs incurred by Lessor for such services shall be deducted from Lessee's security and cleaning deposit if such deposit (after deduction of all other appropriate sums as provided for in this Lease) is sufficient to cover such costs. If the deposit is not sufficient, then such costs shall be billed to Lessee and Lessee shall pay said sum immediately upon receipt of the statement therefor.

C. Lessee acknowledges that upon termination of this Lease or the vacating of the premises by Lessee, Lessee shall return all keys to the premises to Lessor and that if Lessee shall fail to do so, Lessor may deduct the sum of $60.00 (per set) from the cleaning and security deposit to reimburse Lessor for the cost of replacing such keys.

D. Lessee further agrees that if upon termination of this Lease or the vacating of the premises by Lessee, it is reasonably necessary to perform any repair or renovation of the premises as a result of any damages incurred during Lessee's occupancy of the premises (reasonable wear, unavoidable damage caused by the elements or the negligence of Lessor excepted) such repair and/or renovation shall be performed at Lessee's expense and the costs thereof shall be deducted from Lessee's security deposit if said deposit (after deduction of all other appropriate sums as provided in this Lease) is sufficient to cover such costs. If the deposit is not sufficient, then such costs shall be billed to Lessee and Lessee shall pay said sum immediately upon receipt of the statement therefor.

E. Lessee shall not be entitled to receive any interest or profit on the security deposit and cleaning deposit unless contrary to the laws of the state or city where the premises are located. Lessee agrees that Lessor may commingle any deposit with any other asset or retain any earnings which Lessor may derive therefrom. Lessor shall, within twenty-one days of the date Lessor reasonably becomes aware Lessee vacated the premises, (1) furnish Lessee with an itemized statement of the basis for, and the amount of, such deposit and the application of any portion of such deposit retained by Lessor and (2) return any remaining portion of such deposit to Lessee; provided, however, that if the premises shall be rented by more than one person as Co-lessees, any refund of any deposit and any statement related thereto shall be made to the Lessees remaining in possession of the premises at the termination of the Lease and Lessor shall have no responsibility to determine who shall be entitled to such deposit.

5. USE OF LEASED PREMISES

A. Lessee shall not use or permit the leased premises or any part thereof to be used or occupied for other than residential purposes by any one other than Lessee who shall consist of no more than 3 persons. Lessee shall not use or permit the leased premises to be used for any purpose in violation of any law or ordinance or regulation of any governmental authority or in any manner which will constitute waste or a nuisance or will disturb the quiet enjoyment of any other tenant or occupant of the building in which the leased premises are located or of any adjoining or neighboring property. Lessee shall

Please understand that if mold is detected in your apartment home, at a level that renders the apartment home uninhabitable, Oakwood may temporarily relocate you to a comparable, furnished apartment while we evaluate the problem. Regular cleaning of your apartment home will assist in maintaining a healthy indoor environment. Therefore, thoughtful housekeeping is important.

9. LIABILITY: Oakwood will not be responsible for injury, damages or loss of personal or business property, which is not directly caused by Oakwood's negligence. The Guest/Company accepts responsibility for any claim for injury, damage or loss of personal property, including property owned by Oakwood Worldwide and owner of premises, resulting from the Guest/Company's negligence or the negligence of their guest and/or invitee and agrees to indemnify and hold harmless Oakwood Worldwide, its employees, officers, agents, et al.

10. PHONE SYSTEM LEASE AGREEMENT

A. Lessee agrees to pay upon the execution hereof and monthly thereafter to this property for each month during the term of the lease: $ NA Monthly service charge which includes local calls within authorized prefixes. Lessor shall bill to Lessee all calls other than local authorized prefixes at rates established by property. In addition, Lessee agrees to pay $NA Installation of Service Charge (one time charge) and all Federal, State, and local taxes assessed each month period for usage and rental.

B. Lessee shall deposit at this property upon execution of the Lease, a signed voucher from a major credit card which will be kept on file as a deposit. Lessor reserves the right at its option to charge any unpaid balance for phone service or equipment to the credit card voucher and request a current or new voucher to be deposited by Lessee.

C. Lessee hereby covenants and agrees to, and shall indemnify and save Lessor Management harmless from any liability, loss, costs or obligations on account of, or arising out of phone equipment failure.

D. Lessee acknowledges that full disclosure has been made to Lessee regarding the fact that should Lessee or any other person using the telephone service call "911" for emergency services, such caller must identify the unit number and address to the "911" emergency dispatcher who otherwise will be unable to identify the apartment unit number from which the call originates. Lessee acknowledges and understands that the basic 911 service provided to the property does not provide automatic identification of caller by apartment number and address.

11. DEFAULT

If Lessee defaults in the payment of rent, or in the performance of any of Lessee's obligations herein contained, or if Lessee abandons or vacates the premises, in addition to any other rights or remedies which Lessor may have by Law, Lessor may at its option exercise any and all remedies provided by California Civil Code Section 1951.2 and 1951.4, including but not limited to, as follows:

A. Terminate and declare a forfeiture of this Lease and re-enter the premises all as provided by law; and recover from Lessee all damages by reason of Lessee's breach, including the costs of recovering the Premises and the worth at the time of such termination or court award of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

B. Lessor may continue the Lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, provided that Lessor's consent to assignment or sublet shall not be unreasonably withheld.

C. In the event of re-entry and taking possession of the premises as provided in this paragraph, Lessor shall have the right but not the obligation to remove therefrom all or any personal property located thereon and may place the same in storage at the expense and risk of the owner or owners thereof and sell or dispose of the same in the manner prescribed by law.

12. ALTERATIONS AND REPAIRS

A. Lessee shall not make or permit to be made any alterations or additions to the leased premises or any part thereof, or change or add any lock, without prior written consent of Lessor. Any such additions or alterations of the Leased premises, except movable furniture, shall become a part of the realty and belong to Lessor unless Lessor gives Lessee written notice to remove some or all of such additions or alterations, in which case Lessee shall at Lessee's own expense, restore the leased premises to its original condition. Lessee shall not attach any article to or suspend the same from the outside of the building.

B. Except for Lessor's duty to maintain the leased premises in a habitable condition, Lessor shall not be called upon or required at any time to make any improvements, alterations, changes, additions, repairs, or replacements of any nature whatsoever in or to the leased premises or any building of which it is a part. Except as expressly provided herein, Lessee shall at Lessee's sole cost and expense keep and maintain the leased premises and every part thereof, including all furniture, goods, and chattels received from Lessor, in good and sanitary order, condition, and repair.

C. In the event of any water penetration of the leased premises, Lessee shall promptly notify Lessor. Lessee shall use all reasonable care to cause all windows and other openings in the leased premises to be closed in the event of rain.

13. SURRENDER OF PREMISES

A. Lessee shall give Lessor written notice of intent to vacate the leased premises not less than thirty days prior to the expiration of this Lease or any extension or renewal hereof. If Lessee fails to give Lessor such notice when required, this Lease shall continue in full force and effect for a period of thirty days from the date such notice is given or the date on which the Lessee surrenders the leased premises to Lessor. Lessee shall be obligated to pay rent for such period at the rate set forth in this lease (less such rental as Lessor may collect from a new tenant for the leased premises for such period).

B. At the expiration of this Lease or any extension hereof, without further notice, Lessee agrees to surrender and deliver up the leased premises, furnishings, equipment and chattels in as good and clean condition as when they were received from Lessor, except for reasonable wear resulting solely from the passage of time.

C. If the leased premises, or the building in which it is located or any art thereof, shall be taken under the power of eminent domain, or sold under threat of exercise of such power, this Lease may be terminated by either party. Lessor shall be entitled to the full award in the event of any such taking or sale.

14. MILITARY

If Lessee is or becomes a member of the Armed Forces on extended active duty and receives change-of-station orders to permanently depart the local area, or if Lessee is relieved from such active duty, then Lessee may terminate this lease by giving written notice to Lessor. If Lessee is deployed to foreign country as a member of the Armed Forces and is not continuing to receive quarters allowance from the military, Lessee may terminate the lease by giving written notice to Lessor. In such cases, such termination notice shall effectively terminate the lease 30 days after the next monthly period rental payment is due. Lessee must furnish owner: (1) a copy of the official permanent change-of-station orders; or (2) deployment letter or order which warrants lease termination. Military permission for base housing does not constitute a permanent change-of-station order. After move-out, such Lessee shall be entitled to return of security deposit(s), less lawful deductions.

15. RIGHT OF ENTRY

[illegible] Lessee shall permit Lessor, or authorized agents of Lessor, to enter into and upon the leased premises in any of the following cases: (i) in case of emergency; (ii) to make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the leased premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (iii) when the tenant has abandoned or surrendered the premises; and (iv) pursuant to court order.

B. Lessor shall give Lessee reasonable notice of its intent to enter the leased premises, except in cases of emergency, when Lessee has abandoned or surrendered the leased premises, or when it is impractical to give such notice. Twenty-four (24) hours shall be presumed to be reasonable notice of Lessor's intent to enter.

16. INDEMNIFICATION - This Lease is made on the express condition that Lessor is to be free from all liability or loss caused by Lessee's, or Lessee's invitees', improper, negligent or intentional acts or omissions, including but not limited to liability or loss arising out of injury to person or property, while in or on or in any way connected with the leased premises or buildings, grounds or facilities elsewhere in the apartment community, or with the improvements or personal property therein or thereon including any liability for injury to the person or property of Lessee or Lessee's invitees. Lessee hereby covenants and agrees to, and shall, indemnify Lessor and save Lessor harmless from any and all liability, loss, costs or obligations on account of, or arising out of, any such improper, negligent, or intentional acts or omissions however occurring.

17. SECURITY - Lessee acknowledges that the leased premises and the building of which the leased premises are a part is not a "security" building. Lessor makes no representation or warranty that the leased premises or the building of which the leased premises are a part is secure from theft or any other criminal act perpetrated by any other tenant or person. Security officers on the premises and other security facilities provided by Lessor are for Lessor's conveniences only and protection of Lessor's property, and Lessor makes no warranties or representations as to the effectiveness of any such security officers or facilities as a deterrent against any criminal activity, damage or injury to Lessee or any invitee of Lessee, or the personal property of Lessee or any invitee of Lessee.

18. ENERGY CONSERVATION - Lessor shall not be liable to Lessee or to any other person in damages or otherwise, nor shall Lessor be deemed in default here under for any interruption or reduction of utilities and services caused by other than Lessor. Lessee shall not be entitled to any abatement of rent by reason of any such interruptions and/or reduction of utilities services. Lessee agrees to comply with any energy conservation programs implemented by Lessor.

19. PARKING - Lessor reserves the right to control the method, manner and time of parking in parking spaces in and around the apartment community; to designate what portions of the apartment community and its premises may be used by Lessee and Lessee's invitees for parking; and to tow away and store at Lessee's expense, any vehicle parked by Lessee or any invitee of Lessee in spaces not so authorized by Lessor.

20. ASSIGNMENT, BINDING EFFECT

A. Lessee shall not assign this Lease nor sublet the leased premises without Lessor's prior written consent. Lessee shall not be released from any obligation hereunder by reason of any assignment of this Lease or sublease of the leased premises. A consent to one assignment or subletting shall not be deemed a consent to any subsequent assignment or subletting. Any assigning or subletting of this Lease or of any right or interest herein, whether voluntary or involuntary, without the prior written consent of Lessor shall be void.

B. Except as set forth herein, the Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assignors.

C. Upon termination of Lessor's interest in the leased premises, for any reason whatsoever, Lessor shall have no further obligation to Lessee under this Lease.

21. DEFINITIONS

A. Wherever the term "Lessee's invitees" is used herein, said term shall be deemed to include Lessee's guests, family, servants, employees, agents, invitees and Licensees.

B. Wherever the term "extension or renewal of this Lease" is used herein, said term shall be deemed to include any conversion of this Lease to a month-to-month tenancy.

22. REMEDIES CUMULATIVE - The various rights, options, elections, powers, and remedies of the Lessor contained in this Lease shall be construed as cumulative, and not one of them exclusive of any others or of any other legal or equitable remedy which Lessor might otherwise have and the exercise of one right or remedy by Lessor shall not in any way impair Lessor's right to any other right or remedy.

23. WAIVER - The waiver by Lessor of any breach of any terms, conditions, or covenants herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, covenants or conditions herein contained.

24. SEVERABILITY - If any of the provisions of this Lease should be held invalid or unenforceable by any court or other tribunal, this Lease and all other terms and provisions hereof shall nevertheless remain in full force and effect.

25. SUBORDINATION - This Lease shall always be subject to all present or future mortgages, trust deeds and other encumbrances that are or may be placed upon the leased premises or the apartment community of which it is a part.

26. ATTORNEYS' FEES AND COSTS - If either party to the Lease brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

27. NOTICES - ALL written notices, demands or requests given by Lessor to Lessee may be served upon Lessee personally, or by leaving a copy thereof addressed to Lessee at the leased premises, whether or not the Lessee has departed from, abandoned or vacated the premises, whereupon service shall be deemed complete, or by mailing a copy thereof addressed to Lessee at said premises or the last known address. All written notices, demands or requests given by Lessee to Lessor shall be served by delivery to the building business office or by mailing a copy to the Lessor at the building office or such other address as Lessor may designate from time to time. LESSOR HAS EMPLOYED AN AGENT TO MANAGE THE PREMISES. LESSOR'S AGENTS ARE AUTHORIZED TO ACT FOR AND ON BEHALF OF THE LESSOR FOR THE PURPOSE OF SERVICE OF PROCESS AND FOR THE PURPOSE OF RECEIVING AND RECEIPTING FOR LEGAL NOTICES AND DEMANDS.

28. CREDIT REPORTING - Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations or if you default in those obligations in any way.

29. ENTIRE AGREEMENT - This Lease Agreement constitutes the entire agreement between the parties hereto and cannot be altered, changed modified or amended except in writing and signed by all parties hereto. Any agreement representation or warranty respecting the leased premises or the apartment community of which it is a part or the duties of Lessor in relation thereto not expressly set forth in this Lease is null and void.

30. MEGAN'S LAW INFORMATION - Registered Sex Offenders 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.

31. INCORPORATION OF PROVISION BETWEEN THE PARTIES - Lessee acknowledges that he has read, is familiar with and

constitute a material part of this lease and are hereby incorporated by reference.

House Rules

PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources: (a) information we receive from you on applications or other forms; (b) information about your transactions with us, our affiliates, or others; and (c) information we receive from a consumer-reporting agency.

We do not disclose any nonpublic personal information about our customers, or former customers to anyone, except as permitted by law, or, in the event of default on your behalf, to our collection agency.

As permitted by applicable law, in the event of your default under your lease, Oakwood or our agent (including, without limitation, a third party collection agency) is authorized to obtain a consumer report under the Fair Credit Reporting Act which we may use in attempting to collect any of your defaulted payments or charges or for any other permissible purpose.

If you prefer we disclose nonpublic personal information about you to nonaffiliated third parties, you may complete the "Release of Nonpublic Personal Information Form", located at the front office.

Executed in duplicate on the __day of _____ at WOODLAND HILLS CA 91367.

By: WOODLAND HILLS By: _____
Authorized Agent for Lessor

LESSEE ACKNOWLEDGES HAVING BEEN PRESENTED WITH THE APARTMENT LEASE AGREEMENT PRIOR TO LESSEE'S TAKING ACTUAL POSSESSION OF THE LEASED PREMISES.

READ YOUR LEASE BEFORE SIGNING

Lessee 1:	_____	Date	_____	Lessee 3:	_____	Date	_____
Lessee 2:	_____	Date	_____	Lessee 4:	_____	Date	_____

Exhibit B

ARCHSTONE

10-3-13
J~ B

Request for Reasonable Accommodation or Modification

Check one: ☒ Completed by Resident/Applicant ☐ Completed by Management

Community: Archstone - Woodland Hills

Resident/Applicant Name(s): A

Address (include apt. number):

City, State, Zip: Woodland Hills, CA 91367

Home Phone: Work Phone:

Email: Preferred contact: Home Ph. / Work Ph. / (Email)

☐ I am requesting approval of the following **reasonable modification(s)** to my apartment or common areas of the community to make them more fully usable and/or accessible by me (or another leaseholder/occupant) with a disability:

☒ I am requesting the following **reasonable accommodation(s)** to the community's rules / policies / practices or services so that I (or another leasehold/occupant) with a disability can live here as successfully as other residents:

Do not expose to chronic or acute chemical pesticides - nothing toxic.

I certify that I (or the person needing the accommodation or modification) have or has a disability, defined by federal law as a mental or physical impairment that sustainably limits one or more of my major life activities:

See attached documents: Drs. Cochran and Hoang

I certify that the accommodation or modification requested is necessary *because of* the disability:

Multi-Chemical sensitivity and chronic illness

If requesting a reasonable modification, I have read and understand the **Reasonable Modification Information Sheet.**

Upon request of management, I will authorize you to obtain verification of the existence of the disability, from a health care provider or other reliable, qualified party, as well as the relationship between the disability and the accommodation or modification requested.

Addendum: Dr. Mitch Mitchell (Esq.) (855) 259-2973 > Do not use pesticides/chemicals within a 3-unit radius to provide the required molecular privacy. Whereas "green" products are just as effective and not as costly.

12-1-12

Resident/Applicant's Signature Date 2-1-13

Addendum I: Use only non-toxic substance alternatives within the spherical 3-unit radius, of any products that have the potential to "drift" into the unit or hallway. 10-3-13

For Office Use Only

Request received at community by:	Date received:	Date submitted in SmartPath:
Was Verification of Disability for a Modification or Alteration form sent? Yes / No		Date:

What is Chemical Sensitivity?

Chemical sensitivity is an acquired condition in which people experience a number of various symptoms and other health effects from exposure to chemicals in small amounts that do not seem to bother other people. Continued exposure to chemicals usually causes reactions to occur at increasingly lower levels of exposure.

Recent studies show that 15% of Americans are sensitive to common chemicals and the numbers are growing. Solvents, paints, pesticides (including herbicides), disinfectants and other cleaning agents, propane and natural gas, auto and truck exhaust, office and industrial air pollution, air fresheners, fragrances, fabric softeners, detergents, hair spray, after-shave lotions and colognes all contain chemicals which can cause chemical sensitivity and trigger asthma and allergies.

But chemical sensitivity is not just an allergy but is a more complex and far-reaching condition. Chemically sensitive people's immune, nervous, digestive, and endocrine systems tend to become debilitated over time so they develop secondary problems which include food and traditional inhalant allergies as well as autoimmune problems. But an allergy is a mistaken immune-system reaction to a basically benign substance--pollen, weeds, dust, corn, milk--while chemically sensitive people react to many modern chemicals which are toxic, in varying amounts, to everyone.

Chemical sensitivity is specifically recognized as a disability under the Americans with Disabilities Act. Though some chemically sensitive people are so disabled they are virtually prisoners in their own homes, there are many others who are mildly or moderately affected who can still function in society as long as they have a "safe" room or house to detox in a certain number of hours per day.

Penalty for Private Use $300

NOV 28 2016

FCF 2026202

Mr. Rafael DeLeon,
Director, Office of Civil Rights
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, NW
Room 2450
Washington, D.C. 20460

1201A

Received
NOV 29 2016.
F. Newell