

Monique Olivier (Cal. Bar No. 190385)  
[monique@os-legal.com](mailto:monique@os-legal.com)  
Christian Schreiber (Cal. Bar No. 245597)  
[christian@os-legal.com](mailto:christian@os-legal.com)  
OLIVIER & SCHREIBER LLP  
475 14th Street, Suite 250  
Oakland, California 94612  
Tel: (415) 484-0980

Bryce Bell (*pro hac vice*)  
[bbb@belllawkc.com](mailto:bbb@belllawkc.com)  
Mark Schmitz (*pro hac vice*)  
[ms@belllawkc.com](mailto:ms@belllawkc.com)  
Jenilee Zentrich (*pro hac vice*)  
[jz@belllawkc.com](mailto:jz@belllawkc.com)  
BELL LAW, LLC  
2600 Grand Boulevard, Suite 580  
Kansas City, MO 64108  
Tel: (816) 886-8206

*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA  
UNLIMITED JURISDICTION**

MICHAEL BRINKLEY, MIA MINER,  
LIEUTENANT HODGES, TYSON  
ANDERSON, DENNIS WILLIAMS,  
SHIEDA RIDLEY, CHARZELL  
CLAYBROOKS, KIYO MILLS, CORY  
JACOB, TANZANIA SCOTT-  
BRADFORD, and MAXIMINIO GARCIA,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

CLARIDGE HOTEL LLC; CLARIDGE  
HOTEL, L.P.; and DOES 1-25, inclusive,

Defendants.

Jeffrey Lipman (*pro hac vice*)  
[jeff@lipmanlawfirm.com](mailto:jeff@lipmanlawfirm.com)  
LIPMAN LAW FIRM, P.C.  
1454 30th Street, Suite 205  
Des Moines, IA 50266  
Tel: (515) 276-3411

**ELECTRONICALLY FILED**  
Superior Court of California  
County of Alameda  
06/21/2022

Chad Finke, Executive Officer / Clerk of the Court

By: L. Wiley Deputy

Case No. **22CV008221**

**FIRST AMENDED COMPLAINT**

**CLASS ACTION**

- 1. UNFAIR COMPETITION LAW  
(BUS. & PROF. CODE § 17200 *ET SEQ.*)**
- 2. BED BUG INFESTATIONS (CIV.  
CODE § 1954.600 *ET SEQ.*)**
- 3. TENANT HARASSMENT  
(OAKLAND ORDINANCE §  
8.22.640 *ET SEQ.*):**
- 4. BREACH OF CONTRACT**
- 5. PREMISES LIABILITY**
- 6. UNJUST ENRICHMENT**
- 7. CONSUMER LEGAL REMEDIES  
ACT, (CIV. CODE § 1750 *ET SEQ.*)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**8. VIOLATIONS OF CIVIL CODE  
DEMAND FOR JURY TRIAL**

1 Plaintiffs MICHAEL BRINKLEY, MIA MINER, LIEUTENANT HODGES, TYSON  
2 ANDERSON, DENNIS WILLIAMS, SHIEDA RIDLEY, CHARZELL CLAYBROOKS, KIYO  
3 MILLS, CORY JACOB, TANZANIA SCOTT-BRADFORD, and MAXIMINIO GARCIA  
4 (“Plaintiffs” or “Residents”), individually and on behalf of all others similarly situated, and in the  
5 interest of the General Public of the State of California, allege as follows against Defendant  
6 Claridge Hotel LLC; Claridge Hotel, L.P., and Does 1-25 (collectively, “Defendants,” “Owner,”  
7 or “Landlord”):

### 8 **INTRODUCTION**

9 1. More than 45% of Californians – in excess of 17 million people – live in rental  
10 housing.

11 2. It is the public policy of the State of California and City of Oakland to ensure that  
12 renters are able to live in habitable and safe rental units. These rights are enshrined in the Civil  
13 Code, and in local ordinances passed in jurisdictions throughout the State, including Oakland.

14 3. Landlords who own rental property in this State and the City of Oakland are  
15 required to provide and maintain habitable dwellings and must, among other things, respond to  
16 repair requests in a “reasonable” amount of time.

17 4. Plaintiffs are residents of the Claridge Hotel (the “Claridge,” “Claridge Hotel,” or  
18 “Property”) at 634 15th Street in Oakland, a six-story building located between the state and  
19 federal courts in downtown Oakland. The “Claridge” is a “residential hotel” or a “single room  
20 occupancy” (“SRO”) building that serves low-income Oaklanders.

21 5. For years, the residents of the Claridge, including Plaintiffs, have been forced to  
22 live with bedbug infestations, rodent infestations, horrific odors, broken plumbing, faulty  
23 electrical systems, crumbling infrastructure, and scores of unsafe building conditions that  
24 Defendants have willfully ignored and refused to remediate.

25 6. Defendants’ conduct violates California’s Civil Code, Oakland City Ordinances,  
26 contract law, the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”)),  
27 and the Consumer Legal Remedies Act (Cal. Civ. Code § 1750 *et seq.* (“CLRA”)).  
28

7. Plaintiffs file this action on behalf of a class of current and former residents of the Claridge. They sue to put an end to the slumlord practices of Defendants, remediate the bedbug infestation in their building, and obtain relief from the deplorable conditions at the Claridge.

8. Plaintiffs seek injunctive relief, special and punitive damages, and reasonable attorneys' fees and costs.

**PARTIES**

9. Plaintiff MICHAEL BRINKLEY is an individual over the age of 18 who, at all relevant times, has resided in Oakland, California. Plaintiff Brinkley has lived at the Claridge Hotel from February 2018 to the present.

10. Plaintiff MIA MINER is an individual over the age of 18 who, at all relevant times, has resided in Oakland, California. Plaintiff Miner has lived at the Claridge Hotel from December 2014 to the present.

11. Plaintiff LIEUTENANT HODGES is an individual over the age of 18 who, at all relevant times, has resided in Oakland, California. Plaintiff Hodges has lived at the Claridge Hotel from September 2017 to the present.

12. Plaintiff TYSON ANDERSON is an individual over the age of 18 who, at all relevant times, has resided in Oakland, California. Plaintiff Anderson has lived at the Claridge Hotel from November 2019 to the present.

13. Plaintiff DENNIS WILLIAMS is an individual over the age of 18 who, at all relevant times, has resided in Oakland, California. Plaintiff Williams has lived at the Claridge Hotel from October 2018 to the present.

14. Plaintiff SHIEDA RIDLEY is an individual over the age of 18 who, at all relevant times, has resided in Oakland, California. Plaintiff Ridley has lived at the Claridge Hotel from March 2016 to the present.

15. Plaintiff CHARZELL CLAYBROOKS is an individual over the age of 18 who, at all relevant times, has resided in Oakland, California. Plaintiff Claybrooks has lived at the Claridge Hotel from December 2019 to December 2021.

1           16. Plaintiff KIYO MILLS is an individual over the age of 18 who, at all relevant  
2 times, has resided in Oakland, California. Plaintiff Mills has lived at the Claridge Hotel from  
3 October 2016 to the present.

4           17. Plaintiff CORY JACOB is an individual over the age of 18 who, at all relevant  
5 times, has resided in Oakland, California. Plaintiff Jacob has lived at the Claridge Hotel from  
6 December 2017 to the present.

7           18. Plaintiff TANZANIA SCOTT-BRADFORD is an individual over the age of 18  
8 who, at all relevant times, has resided in Oakland, California. Plaintiff Scott-Bradford has lived  
9 at the Claridge Hotel from October 2016 to the present.

10          19. Plaintiff MAXIMINIO GARCIA is an individual over the age of 18 who, at all  
11 relevant times, has resided in Oakland, California. Plaintiff Garcia has lived at the Claridge Hotel  
12 from May 2018 to the present.

13          20. Defendant CLARIDGE HOTEL LLC is a California limited liability company  
14 whose principal place of business is in San Francisco, California.

15          21. Defendant CLARIDGE HOTEL, L.P. is a California limited partnership whose  
16 principal place of business is in San Francisco, California. Defendant Claridge Hotel, L.P. has  
17 two general partners, (1) Homeownership Advocacy and (2) PIP, Inc., which are both California  
18 companies.

19          22. Defendants DOES 1 through 25 are persons or entities whose true names and  
20 capacities are presently unknown to Plaintiffs, who therefore sue them by such fictitious names.  
21 Plaintiffs are informed and believe, and on that basis allege, that each of the fictitiously named  
22 defendants perpetrated some or all of the wrongful acts alleged herein, are responsible in some  
23 manner for the matters alleged herein and are jointly and severally liable to Plaintiffs. Plaintiffs  
24 will seek leave of court to amend this complaint to state the true names and capacities of such  
25 fictitiously named defendants when ascertained.

26          23. At all times mentioned herein, each named defendant and each DOE defendant  
27 was the agent or employee of each of the other defendants and was acting within the course and  
28

1 scope of such agency or employment and/or with the knowledge, authority, ratification and  
2 consent of the other defendants. Each defendant is jointly and severally liable to Plaintiffs and to  
3 the members of the proposed class.

4 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants, at  
5 all relevant times, were the owners and/or landlords of the real property at issue in this matter.

6 **JURISDICTION AND VENUE**

7 25. This Court has personal jurisdiction over each Defendant because they conduct  
8 business in this County, the unlawful conduct arises under California law, and each Defendant  
9 directed and committed certain of the unlawful acts alleged herein in this County. Furthermore,  
10 the Defendants have intentionally and knowingly engaged in acts affecting tenants of Alameda  
11 County; have purported to enter into agreements with tenants of Alameda County; have made it  
12 foreseeable they would be sued in a court in Alameda County; and/or have otherwise purposely  
13 availed themselves of the privilege of doing business and conducting activities in Alameda  
14 County.

15 26. Venue is proper in this Court because the acts and/or failures to act alleged herein  
16 occurred in Alameda County. Plaintiffs are informed and believe, and on that basis allege, that  
17 other Class members reside in and suffered injury in this County.

18 27. This Court has jurisdiction over Plaintiffs' and the Class members' claims because  
19 there is no federal question at issue in this action. Plaintiffs are informed and believe, and on that  
20 basis allege, that the individual claims of Plaintiffs and the members of the Class defined herein,  
21 including each putative Class member's pro-rata share of the requested attorneys' fees and all  
22 other requested relief, are under the \$75,000 jurisdictional threshold for federal court, and the  
23 aggregate claims, including attorneys' fees and all other requested relief, are less than the \$5  
24 million required to establish federal jurisdiction under the Class Action Fairness Act of 2005.

1 **FACTUAL ALLEGATIONS**

2 28. Plaintiffs are residents of the Claridge Hotel. They are low-income persons with  
3 limited economic means who have been subjected to unlawful living conditions in violation of  
4 State and local law.

5 29. The Claridge Hotel comprises six floors and contains 203 units (again, the  
6 “Claridge,” “Claridge Hotel,” or “Property”).

7 30. On information and belief, Plaintiffs and residents of the Claridge Hotel are  
8 provided with a standard residential lease agreement that they must execute before they move in.  
9 The residential lease agreement provides in relevant part that the Landlord may provide the  
10 resident with a stove, a refrigerator, microwave, and/or blinds. Plaintiffs and residents relied  
11 upon this representation and believed that they would have use and enjoyment of these items  
12 during their tenancy.

13 31. However, due to Defendants’ failure to maintain the Property, including electrical  
14 systems necessary for the operation of the stove and refrigerator, Plaintiffs and other residents  
15 have been denied the regular and ordinary use of the chattels in their units.

16 32. Plaintiff MICHAEL BRINKLEY has lived at the Claridge Hotel from February  
17 2018 to the present. During his residency at the Claridge, he has suffered from bedbug  
18 infestations in his rental unit, which have led to bites all over his body and which have caused  
19 him extreme discomfort, as well as psychological and physical medical conditions. He has  
20 complained to building management about the conditions at the Property, but his complaints  
21 have gone unanswered, and Defendants have failed to address his complaints about unlawful  
22 conditions despite being on notice of such.

23 33. During Plaintiff Brinkley’s tenancy, he has encountered regular power outages,  
24 sometimes multiple outages in a single day, which have denied him use of his stove and  
25 refrigerator. Ordinary use of electrical appliances by neighboring units will cause the power to  
26 shut off in Plaintiff Brinkley’s unit, which makes the stove inoperable and causes the refrigerator  
27 to cease working.

1           34. Plaintiff MIA MINER is an individual over the age of 18 who, at all relevant  
2 times, has resided in Oakland, California. Plaintiff Miner has lived at the Claridge Hotel from  
3 December 2014 to the present.

4           35. Plaintiff LIEUTENANT HODGES is an individual over the age of 18 who, at all  
5 relevant times, has resided in Oakland, California. Plaintiff Hodges has lived at the Claridge  
6 Hotel from September 2017 to the present.

7           36. Plaintiff TYSON ANDERSON is an individual over the age of 18 who, at all  
8 relevant times, has resided in Oakland, California. Plaintiff Anderson has lived at the Claridge  
9 Hotel from November 2019 to the present.

10          37. Plaintiff Anderson supplied his own refrigerator. However, the electricity in the  
11 building has been unreliable, shutting off multiple times per day, such that Plaintiff's food has  
12 spoiled due to the refrigerator shutting off with the power outages.

13          38. Plaintiff DENNIS WILLIAMS is an individual over the age of 18 who, at all  
14 relevant times, has resided in Oakland, California. Plaintiff Williams has lived at the Claridge  
15 Hotel from October 2018 to the present.

16          39. Plaintiff Williams had a refrigerator in his unit at the time he moved in, but it  
17 broke within approximately six months of moving in. Defendants offered to replace the  
18 refrigerator with a used refrigerator from another unit but refused to ensure that the new fridge  
19 was not infested with cockroaches. After purchasing his own refrigerator, he has experienced  
20 frequent power outages that have rendered his refrigerator inoperable and has caused its contents  
21 to spoil.

22          40. Plaintiff SHIEDA RIDLEY is an individual over the age of 18 who, at all relevant  
23 times, has resided in Oakland, California. Plaintiff Ridley has lived at the Claridge Hotel from  
24 March 2016 to the present.

25          41. Plaintiff CHARZELL CLAYBROOKS is an individual over the age of 18 who, at  
26 all relevant times, has resided in Oakland, California. Plaintiff Claybrooks has lived at the  
27 Claridge Hotel from December 2019 to December 2021.  
28



1           42. Plaintiff KIYO MILLS is an individual over the age of 18 who, at all relevant  
2 times, has resided in Oakland, California. Plaintiff Mills has lived at the Claridge Hotel from  
3 October 2016 to the present.

4           43. Plaintiff CORY JACOB is an individual over the age of 18 who, at all relevant  
5 times, has resided in Oakland, California. Plaintiff Jacob has lived at the Claridge Hotel from  
6 December 2017 to the present.

7           44. Plaintiff Jacob's was provided blinds when he moved in. However, his blinds  
8 broke in approximately 2018 through no fault of his own, and Defendants have failed to replace  
9 them. Plaintiff Jacob was also provided with a refrigerator, which broke shortly after he began  
10 living at the Property. Defendants did not provide a new refrigerator.

11           45. Plaintiff TANZANIA SCOTT-BRADFORD is an individual over the age of 18  
12 who, at all relevant times has resided in Oakland, California. Plaintiff Scott-Bradford has lived at  
13 the Claridge Hotel from October 2016 to the present.

14           46. Plaintiff MAXIMINIO GARCIA is an individual over the age of 18 who, at all  
15 relevant times, has resided in Oakland, California. Plaintiff Garcia has lived at the Claridge Hotel  
16 from May 2018 to the present.

17           47. Plaintiff Garcia's agreement provided that his unit would be supplied with a  
18 refrigerator, stove and microwave, but he was only provided with a refrigerator. When he  
19 requested that a microwave be provided, Defendants refused to provide one for him.

20           48. All Defendants are and were, at all relevant times, an "Owner" and "Landlord"—  
21 as defined by Chapter 8.22 of the Oakland, California Code of Ordinances (the "Rent  
22 Ordinance")—of the real property located at 634 15th St, Oakland, CA 94612.<sup>1</sup>

23           49. Throughout the class period, the Property has suffered a continuous, building-  
24 wide bedbug infestation.

---

25  
26  
27 <sup>1</sup> The [Code](https://library.municode.com/ca/oakland/codes/code_of_ordinances) may be found at Oakland, California, CODE OF ORDINANCES,  
28 [https://library.municode.com/ca/oakland/codes/code\\_of\\_ordinances](https://library.municode.com/ca/oakland/codes/code_of_ordinances) (last visited February 24,  
2022).

1           50.     Residents and former residents of the property have either had to remain in their  
2 infested units due to lack of relocation resources or been forced to relinquish their rent-controlled  
3 units in order to obtain safe, healthy and habitable housing.

4           51.     The Claridge's units, at all relevant times, were "Rental Units" as defined by the  
5 Rent Ordinance.

6           52.     Plaintiffs were, at all relevant times, entitled to and afforded all rights under the  
7 Rent Ordinance. There has been a years-long, building wide, unabated infestation of bedbugs at  
8 the Property. Defendants' have failed to properly manage the infestation or comply with  
9 governing laws and ordinances. Among these failures include the failure to perform pest-control  
10 maintenance diligently and as required by California and Oakland health and safety laws. *See,*  
11 *e.g., Cal. Civ. Code § 1954.600 et seq.*

12           53.     The Rent Ordinance, § 8.22.640, prohibits failing "to provide housing services  
13 required by contract or by State, County or municipal housing, health or safety laws . . . fail[ure]  
14 to perform repairs and maintenance required by contract or by State, County or municipal  
15 housing, health or safety laws," and fail[ure] to . . . follow appropriate industry repair,  
16 containment or remediation protocols" and "[o]ther repeated acts or omissions of such  
17 significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any  
18 persona lawfully entitled to occupy such dwelling and that cause, are likely to cause, or are  
19 intended to cause any person . . . to vacate such dwelling unit or to surrender or waive any  
20 rights."

21           54.     Defendants have failed to comply with California's specific state law regarding  
22 the prevention and control of bedbugs, including by:

- 23           a.     Showing, renting, and leasing premises that Defendants knew had a current bedbug  
24                 infestation;<sup>2</sup>
- 25           b.     Not providing written notice to prospective tenants and not providing notice to all  
26                 tenants of or with:

27 \_\_\_\_\_  
28 <sup>2</sup> Cal. Civ. Code § 1954.602(a)

- i. General information about bedbug identification, behavior and biology as set out in § 1954.603 of the Civil Code;<sup>3</sup>
- ii. The procedure for reporting infestations to Defendants;
- iii. Written notification, within two days of an inspection of any findings of a Pest Control Operator (“PCO”); and
- iv. Provision of pest control after tenants requested such treatment(s).

55. Defendants have also failed to comply with Oakland’s ordinances regarding habitable rentals, including by:

- a. Not training employees in bedbug prevention, inspection and identification;
- b. Not developing and maintaining a bedbug prevention and control plan that includes tenant education to prevent introduction of bedbugs to the premises; implementing housekeeping and building-maintenance procedures to prevent bedbug harborage; using monitoring devices proactively; conducting of routine inspections by trained employees or licensed PCOs; and implementing pest-control interventions;
- c. Not retaining the services of a PCO to treat and eliminate bedbugs and their eggs in all units and common areas;
- d. Not ensuring a/the PCO(s) engage(s) in cloverleafing inspections;
- e. Not providing tenants with information, notice and materials to prepare their units for treatment;
- f. Not preventing infested items from being removed prior to treatment;
- g. Allowing persons who are not PCOs to treat bedbug infestations;
- h. Not ensuring all refuse from infested rooms and areas is appropriately disposed by a PCO; and
- i. Not discouraging tenants from recycling disposed, infested items.

56. Defendants have engaged in an ongoing practice of misrepresenting the nature, extent and duration of the bedbug infestation to both prospective and current tenants.

---

<sup>3</sup> Cal. Civ. Code § 1954.603

1           **CONSUMER STATUTES LIKE THE CLRA APPLY TO RESIDENTIAL LEASES**

2           57.     The Consumers Legal Remedies Act, Civil Code section 1750, et seq. (the  
3 “CLRA”) was designed and enacted to protect consumers from unfair and deceptive business  
4 practices. To this end, the CLRA sets forth a list of unfair and deceptive acts and practices in  
5 Civil Code section 1770 that are prohibited in any transaction intended to result in the sale or  
6 lease of goods or services to a consumer.

7           58.     The statute was derived from a model law called the National Consumer Act,  
8 which was “a uniform code of principles issued in December 1969.” (Andrew Serwin, et al., §  
9 *19.02 The History and Origins of the Consumers Legal Remedies Act*, CALIFORNIA ANTITRUST  
10 AND UNFAIR COMPETITION LAW (Feb. 2022).) Based on the NCA, 33 states, including  
11 California’s CLRA, have adopted Unfair and Deceptive Practices Act (“UDAP”) statutes “based  
12 in large part on the provisions of the NCA, with enumerated practices similar to those contained  
13 in the CLRA.” (*Id.*)

14          59.     Other states have applied their version of the consumer protection statutes to  
15 residential leases. For example, Pennsylvania’s Unfair Trade Practices and Consumer Protection  
16 Law (“UTCPL”), 73 P.S. § § 201-1 –201-9.2, has been applied in a landlord-tenant matter. (*In*  
17 *re Clarkson*, 105 B.R. 266 (Bankr. E.D. Pa. 1989); *accord Aponte v. Aungst*, 82 B.R. 739 (Bankr.  
18 E.D. Pa. 1988); *see also Com., by Creamer v. Monumental Properties, Inc.* (Pa. 1974) 329 A.2d  
19 812, 825-26.)

20          60.     Minnesota’s Prevention of Consumer Fraud Act, Minn. Stat. 325F.69, has also  
21 been applied to landlord-tenant matters involving a landlord’s conduct in requiring tenants to pay  
22 unincurred water bills, unsupported cleaning and damage costs, and nonexistent attorneys’ fees.  
23 (*Love v. Amsler* (Minn. Ct. App. 1989) 441 N.W.2d 555.)

24          61.     Illinois’ Consumer Fraud and Deceptive Business Practices Act,  
25 Ill.Rev.Stat.1981, ch. 121 ½, § 261 *et seq.*, has been applied to landlord-tenant matters where the  
26 agreements “included maintenance of the apartment and grounds, heating and plumbing  
27 facilities.” (*Carter v. Mueller* (Ill.App. 1 Dist. 1983) 457 N.E.2d 1335, 1342.)  
28

1           62.     New Jersey’s Consumer Fraud Act, N.J.S.A. 56:8–1 et seq., has been applied to  
2 landlord-tenant relationships. (*49 Prospect Street Tenants Ass’n v. Sheva Gardens, Inc.* (N.J.  
3 Super. App. Div. 1988) 547 A.2d 1134, 1142 [“When engaged in the business of providing  
4 shelter, present day landlords do not furnish merely four walls, a floor and a ceiling. They have  
5 come to supply, and tenants now expect, the physical requisites of a home. An apartment today  
6 consists of a variety of goods and services. At a minimum, the necessities of a habitable  
7 residence include sufficient heat, and ventilation, adequate light, plumbing and sanitation and  
8 proper security and maintenance.”].)

9           63.     Missouri’s Merchandising Practices Act, Mo. Ann. Stat. § 407.025.1, has been  
10 applied in the landlord-tenant context in a case involving tenant claims against a landlord who  
11 demanded rent monies from despite a harmful bedbug infestation. (*Ostermeier v. Prime*  
12 *Properties Inv. Inc.* (Mo. App. 2019) 589 S.W.3d 1.)

13           64.     Wisconsin’s Unfair Business Practices Law (Wis. Stat. 100.20) was applied to a  
14 landlord tenant relationship for violations of Milwaukee’s housing code. (*Weller v. Dept. Ag,*  
15 *Trade and Consumer Protection*, No. 78-813 (Wis Ct. App. 1980) Aff’d 327 N.W.2d 172  
16 (1988).)

17           65.     Utah’s Consumer Sales Practices Act (UCSPA) has been applied to landlord-  
18 tenant relationships where a landlord applied unlawful contract penalties to a residential lease.  
19 (*Woodhaven Apts v. Washington*, 942 P.2d 918 (Utah 1997) and applying the law to a landlord’s  
20 breach that results in personal injury, property damage, relocation expenses, or other similar  
21 injuries. (*Wade v. Jobe*, 818 P.2d 1066 (Utah 1991).)

22           66.     Vermont’s Consumer Protection Law, 9 V.S.A. §§ 2451–2462, has been applied  
23 to landlord-tenant relationships. (*Bisson v. Ward* (Vt. 1993) 628 A.2d 1256, 1261 [“By renting  
24 the apartment, landlords impliedly represented to tenant that the apartment was in compliance  
25 with the law. Landlords knew, however, at that time, that the apartment was in violation of health  
26 and safety codes.... Landlords knew of the additional deficiencies, yet failed to inform tenant....  
27 We agree ... that the court’s findings establish a violation of [the Consumer Protection Law].”].)  
28

**CLASS ACTION ALLEGATIONS**

67. Plaintiffs incorporate by reference each and every paragraph above as if fully set forth herein.

68. Plaintiffs bring this action as a class action pursuant to the UCL, the CLRA and, pursuant to Cal. Civ. Proc. Code § 382, on behalf of the following Class: “All individuals who are current or former residents of the Claridge Hotel from four years prior to the filing of this action through the date of judgment.” (the “Class”).

69. Excluded from the Class are Defendants, their corporate parents, subsidiaries and affiliates, officers and directors, and any entity in which Defendants have a controlling interest, and the legal representatives, successors or assigns thereof.

70. Numerosity. The Class is so numerous that joinder of all members is impracticable. Plaintiffs are informed and believe, and on that basis allege, that during the Class period there are thousands of individuals who satisfy the definition of a Class member. Upon information and belief, the Property is comprised of 203 rental units, rendering the Class one of hundreds of individuals, an amount so numerous that joinder of each member is impracticable.

71. Ascertainability. The identity of Class members is ascertainable. The exact number of the Class members, currently unknown, can be ascertained through appropriate discovery and/or from records in Defendants’ and their agents’ possession.

72. Community of Interest.

a. *Typicality*. Plaintiffs’ claims are typical of the Class members’ claims. Plaintiffs, like other Class members, were subjected to Defendants’ policies and practices that violated California law. Plaintiffs are current or former residents of the Property and their claims all result from the unabated bedbug infestation and Defendants’ failures in that regard, as described throughout. Plaintiff’s claims were and are typical of those of the Class members.

b. *Adequacy*. Plaintiffs will fairly and adequately represent and protect the interests of the Class members. There are no conflicts between the representative Plaintiffs and other putative Class members and, were separate claims prosecuted by each individual

member of the Class, this would create a risk of inconsistent or varying adjudications. Plaintiffs' counsel are experienced in complex consumer class actions and will fairly and adequately represent and protect the interests of the Class members.

c. *Predominance.* Common questions of law and fact predominate and exist as to all members of the Class. These common questions with regard to Defendants' management (or lack thereof) of the bedbug infestations include, but are not necessarily limited to:

- Whether Defendants violated Cal. Civ. Code § 1954.600 *et seq*;
- Whether Defendants violated Oakland, California Ordinance § 8.22.640;
- Whether Defendants engaged in unfair business practices;
- Whether Defendants breached the lease contracts with the Plaintiffs and putative class members;
- Whether Defendants breached their duty to maintain safe and habitable premises; and
- Whether Defendants were unjustly enriched by accepting rental payments for essentially worthless rental units.

73. Superiority. Class treatment would benefit the courts and Class members. Certification of the Class would provide substantial benefits to the courts and Class members via economies of scale. The damages suffered by individual Class members are relatively small compared to the significant expense and burden of individual prosecution of this litigation. In addition, class certification would obviate the need for unduly duplicative litigation, which might result in inconsistent judgments as to Defendants' practices. As joinder is impracticable, the likelihood of individual putative Class members pursuing individual claims is small and individual class members do not have a significant interest in controlling their separate actions, such that a class action is the superior method for obtaining a fair and efficient adjudication of this controversy.

**FIRST CAUSE OF ACTION**  
**By Plaintiffs and the Class Against Defendants**  
**Violations of the Unfair Competition Law**  
**(Cal. Bus. & Prof. Code § 17200 et seq.)**

74. Plaintiffs incorporate by reference all other paragraphs as if they were fully set forth here and further allege as follows.

75. The UCL defines unfair competition to include any unlawful, unfair, or fraudulent business act or practice.

76. The UCL provides that a court may order injunctive relief and restitution as remedies for any violations of the UCL. The UCL empowers courts “to prevent the use or employment by any person of any practice which constitutes unfair competition,” Cal. Bus. & Prof. Code § 17203, and prohibits “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising,” *id.* § 17200. The UCL provides that a court may enjoin acts of unfair competition and order restitution to affected members of the public.

77. Leasing residential property is a business practice for the purposes of the UCL.

78. Defendants have repeatedly and consistently violated Cal. Civ. Code § 1954.600 *et seq.* by failing to provide Plaintiffs and prospective tenants with the requisite notice.

79. Defendants have repeatedly and consistently violated Cal. Civ. Code § 1954.600 *et seq.* by failing to respond to Plaintiffs’ requests for pest-control treatment.

80. Defendants have also rented premises in violation of Cal. Civ. Code § 1942.4 (incorporating Cal. Health & Safety Code § 17920.3), which requires that premises be habitable and free of infestation.

81. The UCL applies to residential leases. *People ex rel. City of Santa Monica v. Gabriel* (2010) 186 Cal.App.4th 882, 888.

82. Defendants have repeatedly and consistently violated Oakland’s ordinance by failing to provide various notices and tenant education, to provide proper pest control inspections, treatments, monitoring and follow-up, and failing to provide required assistance to Plaintiffs.



1           83. Defendants have also engaged in the deceptive business practice of  
2 misrepresenting and concealing the nature, extent, and duration of the infestations to induce  
3 prospective tenants to sign leases and retain existing tenants.

4           84. These concealments and misrepresentations as to Plaintiffs, Class members and  
5 prospective tenants included the affirmative misrepresentation that there was no extant  
6 infestation and failure to inform them of the building-wide infestation, even though Defendants  
7 knew that there was such an infestation.

8           85. The misrepresentations made to Plaintiffs, Class members and prospective  
9 residents also included the averment, whether express and/or implied, that the Property's rental  
10 units were habitable, when in fact most units and common areas were infested or in danger of  
11 becoming infested.

12           86. At all times, Defendants knew or should have known that the widespread nature  
13 of the infestation meant that every Claridge unit was either infested or in danger of becoming  
14 infested.

15           87. At all times, Defendants' misrepresentations and concealments were likely to  
16 deceive Plaintiffs, Class Members and the general public, as Defendants offered rental units to  
17 the general public.

18           88. Defendants made these material, false representations to bolster occupancy at the  
19 Claridge and thereby benefit financially.

20           89. Defendants' acts of continuing to collect full rental amounts from Plaintiffs and  
21 Class members, while concurrently acting to deprive them of the full use and quiet enjoyment of  
22 their rental units, was and is an unfair business practice, substantially injurious to consumers and  
23 with no utility.

24           90. At all relevant times, Plaintiffs could not have reasonably avoided their injuries.

25           91. As a direct and proximate result of Defendants' unfair business practices and acts,  
26 Plaintiffs have suffered irreparable injury for which there is no adequate remedy at law.  
27  
28

92. As a direct and proximate result of Defendants' unfair business practices and acts, Plaintiffs have suffered injury, including lost money and/or property, and Defendants have received an unknown amount of ill-gotten profits that should be disgorged via restitution, as prayed for below.

93. As the Claridge remains infested, the Plaintiffs and Class members who therein reside continue to suffer irreparable injury to their health, safety and general well-being in a magnitude that greatly outweighs any conceivable damage to Defendants that could arise from an injunction. Plaintiffs therefore request injunctive relief via an order commanding Defendants to remediate the infestation and comply with all applicable laws, ordinances and codes, now and in the future.

WHEREFORE, Plaintiffs pray, individually and on behalf of the Class, for the relief set forth below.

**SECOND CAUSE OF ACTION**  
**By Plaintiffs and the Class Against Defendants**  
**Injunctive Relief for Bed Bug Infestations**  
**(Cal. Civ. Code § 1954.600, et seq.)**

94. Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein, and further allege as follows.

95. Cal. Civ. Code § 1954.602 prohibits landlords from showing, renting and leasing units that a landlord knows to be infested. Knowledge is presumed when infestation is evident upon visual inspection.

96. At all relevant times, Defendants had actual and/or constructive knowledge that each unit and common area of the premises was either infested or in danger of becoming infested, such that each unit was either infested or *de facto* infested (i.e., infestation was imminent given, generally, the nature of bed bugs and Defendants' utter failure to control them).

97. At all relevant times, in violation of Cal. Civ. Code § 1954.602, Defendants continued to show, rent, and lease units they knew to be infested.

1           98. Defendants have also failed to provide Plaintiffs and Class members with the  
2 notice required by Cal. Civ. Code § 1954.603(a), thereby violating that statute.

3           99. Defendants have failed to provide Plaintiffs and Class members with a procedure  
4 for reporting bedbugs, in violation of Cal. Civ. Code § 1954.603(b).

5           100. Defendants have failed to provide Plaintiffs and Class members with written  
6 notice of a PCO's findings after inspection, in violation of Cal. Civ. Code § 1954.605.

7           101. As a direct and proximate cause of Defendants' wrongful conduct, Plaintiffs and  
8 Class members have been injured and are entitled to recover actual damages, subject to proof at  
9 trial.

10           102. As a direct and proximate cause of Defendants' wrongful conduct, Plaintiffs and  
11 Class members have been injured and are entitled to attorney's fees and litigation costs, subject  
12 to proof at trial.

13           WHEREFORE, Plaintiffs pray, individually and on behalf of the Class, for the relief set  
14 forth below.

15  
16                                   **THIRD CAUSE OF ACTION**  
17                                   **By Plaintiffs and the Class Against Defendants**  
18                                   **Injunctive Relief for Tenant Harassment**  
19                                   **(Oakland Ordinance § 8.22.640)**

20           103. Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth  
21 herein, and further allege as follows.

22           104. Oakland Ordinance § 8.22.640 prohibits "Tenant Harassment," which a landlord  
23 effects when they do any of the following:

- 24           a. "Interrupt, terminate or fail to provide housing services required by contract or  
25 by State, County or local housing, health or safety laws";  
26           b. "Fail to perform repairs and maintenance required by contract or by State,  
27 County, or local housing, health or safety laws";  
28           c. "Fail to exercise due diligence in completing repairs and maintenance once  
undertaken or fail to follow appropriate industry repair, containment or

1 remediation protocols designed to minimize exposure to . . . other building  
2 materials with potentially harmful health impacts”; or

3 d. “Other repeated acts or omissions of such significance as to substantially  
4 interfere with or disturb the comfort, repose, peace or quiet of any person  
5 lawfully entitled to occupancy of such dwelling unit and that cause, are likely  
6 to cause, or are intended to cause any person lawfully entitled to occupancy of  
7 a dwelling unit to vacate such dwelling unit or to surrender or waive any  
8 rights in relation to such occupancy.”

9 105. Defendants have violated State and local housing, health and safety laws, as set  
10 forth in the foregoing paragraphs.

11 106. As a direct and proximate result of Defendants’ violations, Plaintiffs have  
12 suffered injury, including lost money and/or property, in an amount to be proven at trial.

13 107. As the Claridge remains infested, the Plaintiffs and Class members who therein  
14 reside continue to suffer irreparable injury to their health, safety and general well-being in a  
15 magnitude that greatly outweighs any conceivable damage to Defendants that could arise from  
16 an injunction. Plaintiffs are thereby entitled to equitable relief in the form of an order  
17 commanding Defendants to remediate the infestation(s) and comply with all applicable laws,  
18 ordinances and codes, now and in the future.

19 108. Pursuant to Oakland Ordinance § 8.22.670 (B), Plaintiffs and Class members are  
20 each entitled to three times their actual damages or \$1,000, whichever is greater, due to  
21 Defendants’ violations of Ordinance § 8.22.640.

22 109. Pursuant to Oakland Ordinance § 8.22.670(D), Plaintiffs and Class members are  
23 entitled to attorney’s fees and costs in litigating this action.

24 110. Defendants have acted intentionally, willfully, wantonly, and recklessly, with  
25 oppression, fraud and malice, and with knowing disregard of the rights, health and safety of  
26 Plaintiffs, thereby justifying an award of punitive damages.

1 WHEREFORE, Plaintiffs pray, individually and on behalf of the Class, for the relief set  
2 forth below.

3 **FOURTH CAUSE OF ACTION**  
4 **By Plaintiffs and The Class Against Defendants**  
5 **Injunctive Relief for Breach of Contract**

6 111. Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth  
7 herein, and further allege as follows.

8 112. Cal. Civ. Proc. Code § 526 provides that an injunction may be granted where “the  
9 plaintiff is entitled to the relief demanded, and the relief, or any part thereof, consists in  
10 restraining the commission or continuance of the act complained of, either for a limited period or  
11 perpetually.” Cal. Civ. Proc. Code § 526(a)(1).

12 113. Section 526 also provides that an injunction may issue where the defendant’s  
13 conduct “would produce waste, or great or irreparable injury, to a party to the action” and in  
14 other situations in which specific performance by a defendant is necessary to prevent an ongoing  
15 harm.

16 114. Each Plaintiff and Class member entered into a written lease agreement that had  
17 language requiring Defendants to maintain the Claridge’s rental units and common areas in a  
18 habitable condition.

19 115. Each lease contains an implied warranty of habitability that the Property’s  
20 premises will be safe and adequate for human habitation.

21 116. In consideration, Plaintiffs agreed to pay rent as set out in the contract.

22 117. Each Plaintiff and Class member has performed pursuant to such agreement; that  
23 is, they paid rent when it was owed.

24 118. As set out above, Defendants have failed to control the building-wide bedbug  
25 infestation such that each rental unit, including the common areas, are uninhabitable.

26 119. As a direct and proximate result of Defendants’ breach of the lease agreements  
27 and violations of the law as alleged herein, Plaintiffs and Class members are entitled to  
28

injunctive relief in the form of an order compelling Defendants to perform their obligations under the law and the lease agreements.

WHEREFORE, Plaintiffs pray, individually and on behalf of the Class, for the relief set forth below.

**FIFTH CAUSE OF ACTION**  
**By Plaintiffs and the Class Against Defendants**  
**Injunctive Relief for Premises Liability**

120. Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein, and further allege as follows.

121. At all relevant times, Defendants owed Plaintiffs and the Class members a duty to maintain the premises such that they were safe and healthful for human habitation.

122. As set out above, Defendants breached their duty to Plaintiffs and Class members.

123. At all times relevant hereto, Defendants knew or should have known of the unabated, building-wide bedbug infestation that was unsafe and deleterious to Plaintiffs and the Class members, including to their rights and health.

124. As a direct and proximate result of Defendants' breach of their duty, Plaintiffs and Class members have suffered injury, including lost money and/or property, in an amount to be proven at trial.

WHEREFORE, Plaintiffs pray, individually and on behalf the Class, for the relief set forth below.

**SIXTH CAUSE OF ACTION**  
**By Plaintiffs and the Class Against Defendants**  
**Unjust Enrichment**

125. Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein, and further allege as follows.

126. At all relevant times, as set out above, Defendants collected rents from Plaintiffs and Class members for Claridge rental units that, being infested by bedbugs and thereby uninhabitable, had no value.

127. At all times relevant hereto, Defendants knew or should have known of the Claridge's building-wide infestation and accordant lack of habitability.

128. Defendants, therefore, have unjustly received and retained benefits, including rental payments, from each Plaintiff and Class member.

129. As a direct and proximate result of Defendants' unjust enrichment, Plaintiffs and the Class members have lost the benefit of their rental payments and are entitled to restitution of their payments.

WHEREFORE, Plaintiffs pray, individually and on behalf of the Class, for the relief set forth below.

**SEVENTH CLAIM FOR RELIEF**  
**By Plaintiffs and the Class Against Defendants**  
**Violations of Consumer Legal Remedies Act**  
**(Cal. Civ. Code § 1750 *et seq.*)**

130. Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein, and further alleges as follows.

131. The Consumer Legal Remedies Act is a consumer-protection statute that makes it unlawful for businesses and individuals to engage in specified conduct that misleads or defrauds California consumers.

132. At all relevant times:

- a. Defendants have owned and operated the Claridge Hotel and have rented units in the building to Plaintiffs and Class members for personal, family or household purposes and, as such, have sold a “service” as defined by Cal. Civ. Code § 1761(b);
- b. Through the renting of units to Plaintiffs and Class members, Defendants have agreed to provide them with blinds, a stove, a microwave, and/or a refrigerator and, as such, have leased a “good” as defined by Cal. Civ. Code. § 1761(a);
- c. Plaintiffs and Class members are individuals who have rented apartments, including blinds, a stove, a microwave, and/or a refrigerator, for personal, family

1 or household purposes and, as such, are “consumers” as defined in Cal. Civ. Code  
2 § 1761(d);

3 d. There were agreements between Defendants and Plaintiffs and Class members,  
4 pursuant to which those parties performed , such that they constituted  
5 “transaction[s]” as that term is defined in Cal. Civ. Code § 1761(e); and

6 e. Defendants are “persons” under Cal. Civ. Code § 1761(c).

7 133. In offering apartments for rent, Defendants have misrepresented, and will continue  
8 to misrepresent, directly or by implication, that they comply with California law. Defendants’  
9 conduct violates § 1770(a) of the CLRA by representing that rental units have the characteristics,  
10 uses, and benefits of lawful rental units, which they do not have, and by representing that rental  
11 units are of a particular standard, quality, or grade, when they are not. Cal. Civ. Code §  
12 1770(a)(5), (7), (14).

13 134. By virtue of this ongoing practice and course of conduct, Defendants have violated  
14 and will continue to violate Cal. Civ. Code § 1954.600 and Oakland City Ordinance § 8.22.640 by  
15 representing that the Claridge Hotel is habitable and in compliance with California law.  
16 Specifically, Defendants have failed to remediate bedbug infestations, failed to provide required  
17 notices about such infestations, and have harassed Plaintiffs for reporting such violations.

18 135. Defendants’ violations of the CLRA present a continuing threat to Plaintiffs and  
19 the Class in that Defendants continue to engage in the above-referenced acts and practices and,  
20 unless enjoined by this Court, will continue to do so.

21 136. On March 1, 2022, pursuant to Civil Code section 1782(a)(2), Plaintiffs sent  
22 Defendants written notice (“Notice”) of the violations of Civil Code section 1770 alleged above  
23 and provided Defendants with an opportunity to correct or otherwise rectify the problems alleged  
24 herein. Defendant has not availed itself of this opportunity. On April 1, 2022, Defendants  
25 responded to Plaintiffs’ Notice via letter and claimed that “there is ample evidence in our  
26 possession which confirms beyond doubt that Claridge has opened a thorough investigation into this  
27 matter.” No further information was provided.



137. Defendants also stated in response that Claridge had “promptly undertaken” certain “pre-cautionary” corrective measures, including completing bed bug killing heat treatments on various units; noticing inspection of all units; “conducted repairs for any issues found in units during the 03/14/22 inspection;” and other purported steps to remedy the violations contained in Plaintiffs’ Notice.

138. Defendants have failed to remedy the conditions outlined in Plaintiffs' Notice. Defendants have also failed to provide proper notice for purported remediation efforts. For example, Defendants forged the signature of Plaintiff Brinkley on a "Prep List for Bed Bugs" notice, which informed him that he will be charged \$150 for a failure to comply with the Notice.

139. Accordingly, Plaintiffs seek an order awarding actual damages, equitable relief, as well as an award of attorneys' fees and costs pursuant to Civil Code section 1780, subdivisions (a) and (e).

140. Pursuant to § 1780(d) of the CLRA, attached hereto as **EXHIBIT A** is the affidavit averring that this action has been commenced in the proper forum.

141. Plaintiffs and Class members are also entitled to an award of attorneys' fees and costs pursuant to Cal. Civ. Code § 1780(d).

WHEREFORE, Plaintiffs pray, individually and on behalf of the Class, for the relief set forth below.

**EIGHTH CLAIM FOR RELIEF**  
**By Plaintiffs and the Class Against All Defendants**  
**Violations of Civil Code**  
**(Cal. Civ. Code § 1942 *et seq.*)**

142. Plaintiffs incorporate each of the foregoing paragraphs as though fully set forth herein, and further allege as follows.

143. Section 1942.4 prohibits a landlord from demanding rent, collecting rent, issuing a notice of a rent increase, or issuing a three-day notice to pay rent or quit pursuant to subdivision (2) of § 1161 of the Cal. Civ. Proc. Code if (1) the dwelling is untenable . . . [and] is deemed substandard under § 17920.3 of the Health and Safety Code; (2) a public officer has inspected the

1 premises and provided landlord with written notice to abate; (3) the conditions were not remedied  
2 within 35 days; and (4) the substandard conditions were not caused by the tenants' acts or  
3 omissions.

4 144. On information and belief, the Claridge has been inspected by a public officer;  
5 Defendants have been on notice that its conditions render the building untenable; such  
6 conditions were not created by Plaintiffs or Class members; and the Property's conditions have  
7 not been timely abated.

8 145. As a result of Defendants' failure to abate such conditions, Plaintiffs are entitled to  
9 actual damages of between \$100 and \$5,000, plus attorneys' fees and litigation costs.

10 WHEREFORE, Plaintiffs pray, individually and on behalf of the Class, for the relief set  
11 forth below.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs pray for the following relief:

14 A. An injunction compelling Defendants to remediate the Claridge's bedbug  
15 infestation and prevent its recurrence;

16 B. Disgorgement and restitution of rent payments;

17 C. Compensatory damages and/or restitution of rent;

18 D. Special and treble damages;

19 E. Punitive damages;

20 F. Litigation costs;

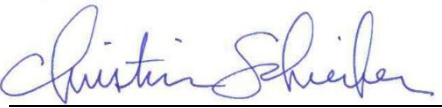
21 G. Statutory and contractual attorneys' fees, costs, and expenses, including fees  
22 pursuant to Cal. Civ. Proc. Code § 1021.5; and

23 H. Such other injunctive and equitable relief this Court may deem just and proper.  
24  
25  
26  
27  
28

1 Dated: June 21, 2022

Respectfully submitted,

2 OLIVIER & SCHREIBER LLP  
3 BELL LAW, LLC  
4 LIPMAN LAW FIRM, P.C.

5  
6 By:   
Christian Schreiber

7 *Attorneys for Plaintiffs*


8  
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby requests a jury trial on all claims so triable.

11 Dated: June 21, 2022

Respectfully submitted,

12 OLIVIER & SCHREIBER LLP  
13 BELL LAW, LLC  
14 LIPMAN LAW FIRM, P.C.

15  
16 By:   
Christian Schreiber

17 *Attorneys for Plaintiffs*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Michael Brinkley, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.


I was am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise of out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: Feb 25, 2022

  
Michael Brinkley (Feb 25, 2022 08:54 PST)

Michael Brinkley

## AFFIDAVIT OF VENUE BY PLAINTIFF

I, Mia Miner, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.

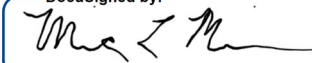
I am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: March 1, 2022

DocuSigned by:  
  
992330D7492E46D...

Mia Miner

## AFFIDAVIT OF VENUE BY PLAINTIFF

I, Lieutenant Hodges, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.

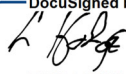
I am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: March 3, 2022

DocuSigned by:  
  
E1CDAAF631C9462...

Lieutenant Hodges

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Tyson Anderson, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.

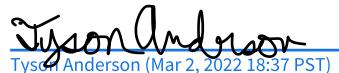
I am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: Mar 2, 2022

  
Tyson Anderson (Mar 2, 2022 18:37 PST)  
Tyson Anderson



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Dennis Williams, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act (“CLRA”) against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; (“Defendants”). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.


I was am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise of out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: February 24, 2022

  
Dennis Williams (Feb 24, 2022 15:57 PST)  
Dennis Williams

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Shieda Ridley, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.


I was am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise of out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: Mar 1, 2022

 (eSigned by Shieda Ridley on Mar 1, 2022 10:51 PST)

Shieda Ridley

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Charzell Claybrooks, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.


I was a resident of Oakland, California, which is in Alameda County, between December 2019 and December 2021.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: February 24, 2022

  
Charzell Claybrooks (Feb 24, 2022 16:52 EST)

Charzell Claybrooks

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Kiyo Mills, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.


I was am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise of out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: February 24, 2022

  
Kiy (Feb 25, 2022 11:07 PST)

Kiyo Mills

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Cory Jacob, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.

I was am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise of out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: Feb 28, 2022

*Cory Jacob*

Cory Jacob (Feb 28, 2022 10:41 PST)

Cory Jacob

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Tanzania Scott-Bradford, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.

I am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: March 1, 2022

DocuSigned by:  
  
76D66A76E21940F...

Tanzania Scott-Bradford

AFFIDAVIT OF VENUE BY PLAINTIFF

I, Maximinio Garcia, declare:

I am the Plaintiff in the above-entitled action. The complaint filed contains claims for violations of the Consumer Legal Remedies Act ("CLRA") against CLARIDGE HOTEL LLC and CLARIDGE HOTEL, L.P.; ("Defendants"). Claridge Hotel LLC is a limited liability company headquartered in San Francisco County. Claridge Hotel L.P. is a limited partnership headquartered in San Francisco.


I was am a resident of Oakland, California, which is in Alameda County.

I am informed and believe that Defendants conduct business in Alameda County, and may be sued in this County.

My claims arise of out of my rental of a unit at the Claridge Hotel at 634 15th Street, Oakland, CA 94612, and the uninhabitable conditions I have experienced at the Claridge Hotel. I rented this apartment for personal use.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing Declaration is true and correct and was executed by me on the date below.

Date: Feb 28, 2022

  
Maximinio Garcia