

**ENDORSED FILED**  
**SAN MATEO COUNTY**

SEP 20 2017

Clerk of the Superior Court  
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Deputy Clerk

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN MATEO**

15 FRANCOISE DEWEESE, an individual;  
16 JOHN PENNINGTON, an individual;  
17 JONATHAN DAVIS, an individual;  
18 TULIA PALACIOS, an individual; HEYDI  
19 FRANCO, an individual; ANTHONY  
WALSH, an individual; and PATRICIA  
DUNSFORD, an individual;  
MAGDALENA MORA, an individual; and  
POES 1 through 100, inclusive,

20 Plaintiffs.

21 v.

22 **DE ANZA BUILDING AND**  
**MAINTENANCE, INC.**, a corporate entity,  
23 also known as DE ANZA PROPERTIES;  
TRAILER VILLA RV PARK; JOHN  
24 VIDOVICH, an individual; and DOES 1  
through 10, inclusive.

25 Defendants.

CASE NO. 17CV04308

COMPLAINT FOR:

- 1) VIOLATION OF THE SAN MATEO COUNTY MOBILEHOME PARK RENT CONTROL ORDINANCE;
- 2) VIOLATION OF MOBILEHOME RESIDENCY LAW, CAL. CIV. CODE §§ 798, *et seq.*;
- 3) VIOLATIONS OF BUS. & PROF. CODE §§ 17200, *et seq.*;
- 4) UNJUST ENRICHMENT;
- 5) DECLARATORY AND INJUNCTIVE RELIEF;
- 6) FINANCIAL ELDER ABUSE.

**JURY TRIAL DEMANDED**

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1 **I. INTRODUCTION**

2 1. For the elderly and families with lower incomes, mobilehomes provide a rare  
3 opportunity for affordable and stable homeownership. For cities and counties, mobilehome parks  
4 provide an important source of affordable housing in the community. Trailer Villa RV Park (“Trailer  
5 Villa”) is one of these parks. Located in unincorporated Redwood City, in the County of San Mateo,  
6 Trailer Villa is occupied by approximately 127 households who rent the spaces on which their homes  
7 are situated.



24 **Trailer Villa RV Park**

25 2. The County of San Mateo, reacting to soaring rents at Trailer Villa and the County’s  
26 other mobilehome parks, enacted a Mobilehome Rent Control Ordinance in 2003 (“Ordinance”).

27 3. Mobilehome park owners and operators, such as Defendants De Anza Building and  
28 Maintenance, Inc., also known as De Anza Properties, Trailer Villa RV Park, and John Vidovich,

1 have ignored the Ordinance and increased space rents each year by as much as ten to fifteen percent.  
2 The resulting space rental rates force Plaintiffs to pay hundreds of dollars more per year than is  
3 appropriate under the Ordinance. For many Trailer Villa residents, such as Plaintiffs, the space rents  
4 have become completely unaffordable, putting them at serious risk of losing their homes and their  
5 investments in those homes.

6 4. Defendants' conduct in failing to follow the law, which is specifically designed to  
7 address the situation at hand, has created and has the potential to create severe hardships for  
8 residents, such as Plaintiffs, whom the law was designed to protect.

9 5. The rent increases demanded and collected by Defendants violate San Mateo  
10 County's Mobilehome Rent Control Ordinance, the Mobilehome Residency Law (California Civil  
11 Code Sections 798 et seq.), and constitute fraudulent, unfair and unlawful business practices which  
12 should be enjoined under California Business and Professions Code Section 17200 et seq. Plaintiffs  
13 bring this action seeking declaratory and injunctive relief and damages.

14 **II. JURISDICTION AND VENUE**

15 6. This Court has jurisdiction over this matter pursuant to California Code of Civil  
16 Procedure ("CCP") Sections 71 and 382 by virtue of the fact that the complained-of acts and  
17 practices giving rise to this action took place, in whole or in part, in the State of California. Further,  
18 this action is based on violations of the California Business and Professions Code, and jurisdiction  
19 to seek damages and injunctive relief exists, without limitation, pursuant to California Business and  
20 Professions Code Sections 17202 and 17203.

21 7. Venue is proper in the Superior Court for the County of San Mateo pursuant to CCP  
22 Section 395 because Plaintiffs reside within the County of San Mateo, Trailer Villa is located in the  
23 County of San Mateo, and the business practices occurred within the County of San Mateo.

24 8. The amount in controversy exceeds the jurisdictional minimum of this court.

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1 **III. PARTIES**

2 **A. Plaintiffs**

3 9. All Plaintiffs' tenancies at Trailer Villa are subject to San Mateo County's  
4 Mobilehome Rent Control Ordinance because they have month-to-month tenancies in spaces  
5 within a mobilehome park in unincorporated San Mateo County.

6 10. Each Plaintiff is the homeowner occupant of a mobilehome or a recreational vehicle  
7 that meets the definition of "mobilehome" under the Mobilehome Residency Law, Civil Code  
8 Section 798 et seq.

9 11. All Plaintiffs have received multiple notices of space rent increase from Defendants  
10 during their tenancies.

11 **Plaintiff Francoise DeWeese**

12 12. Ms. DeWeese is a senior, age 69, who has resided at Trailer Villa since 1994  
13 pursuant to a month-to-month agreement. Ms. DeWeese supports herself and her disabled son with  
14 her income from cleaning houses. She currently lives in a fifth wheel travel trailer on Space B-14.  
15 Her monthly space rent has been increased annually during most years of her occupancy. Effective  
16 September 1, 2009, her space rent was \$775 per month. Subsequent increased monthly space rents  
17 paid by Ms. DeWeese have been: \$800 effective January 1, 2011; \$825 effective June 1, 2012;  
18 \$850 effective June 1, 2013; \$880 effective June 1, 2014; \$1,000 effective June 1, 2015; \$1,100  
19 effective June 1, 2016; and \$1,320 effective July 1, 2017.

20 **Plaintiff John Pennington**

21 13. Mr. Pennington is a veteran who suffered a work-related disability in 2011. Soon  
22 after suffering that injury, he moved to Trailer Villa in 2012 pursuant to a month-to-month  
23 agreement. He currently lives in a fifth wheel travel trailer on Space F-3. He previously occupied  
24 Space F-2 in the same fifth wheel travel trailer. While occupying Space F-2, his monthly space  
25 rent increased from an initial rate of \$850 to \$1,000 in 2014. While occupying Space F-3, his rent  
26 has increased from \$1,000 to \$1,100 in 2015, to \$1,200 in 2016, and to \$1,440 effective July 1,  
27 2017.

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1           **Plaintiff Patricia Dunsford**

2           14.     Ms. Dunsford has resided at Trailer Villa since 2009 pursuant to a month-to-month  
3 agreement. Ms. Dunsford is a data analytics engineer for an insurance company in Menlo Park.  
4 She currently lives in a travel trailer on Space B-10 with her two adult sons. Her monthly space  
5 rent was initially \$700 per month in August 2009, and has increased annually in the past eight  
6 years. As of July 1, 2017, Ms. Dunsford's rental rate is \$1,320.

7           **Plaintiff Heydi Franco**

8           15.     Ms. Franco is a mother of two children, ages one and 13, who has resided at Trailer  
9 Villa since February 15, 2014. When she moved into the park, she signed a twelve month  
10 agreement ending February 15, 2015, to rent space C-8 at a monthly rate of \$850. Since the  
11 expiration of the initial lease term, she has had a month-to-month tenancy. She has remained to the  
12 present on that same space in her fifth wheel travel trailer. Her monthly space rent increased  
13 annually, and is \$1,320 effective July 1, 2017.

14           **Plaintiff Tulia Palacios**

15           16.     Ms. Palacios, who is disabled due to a work-related injury, has resided at Trailer  
16 Villa in space C-4 since October 2011. She initially signed a twelve month agreement ending  
17 November 2012, to rent space C-4 at a monthly rate of \$800. Since the expiration of the initial  
18 lease term, she has had a month-to-month tenancy. Her monthly space rent increased annually, and  
19 is \$1,320 effective July 1, 2017.

20           **Plaintiff Anthony Walsh**

21           17.     Mr. Walsh is a senior, age 65, who has resided at Trailer Villa since July 2007. He  
22 supports himself as a self-employed builder. Mr. Walsh occupies space A-14 in a travel trailer. He  
23 initially entered into a month-to-month agreement for monthly space rent of \$750. His monthly  
24 space rent increased periodically over the past ten years, most recently to \$1,320 on July 1, 2017.

25           **Plaintiff Jonathan Davis**

26           18.     Mr. Davis has resided at Trailer Villa in space C-14 since 2007. Mr. Davis is a  
27 technical director at the Cow Palace in San Francisco. He occupies his space in a travel trailer  
28 pursuant to a month-to-month agreement, with an initial space rent of \$750. His monthly space



1 rent has been increased from time to time since 2012, most recently to \$1,320 effective July 1,  
2 2017.

3 **Plaintiff Magdalena Mora**

4 19. Ms. Mora is a single mother, living with her two daughters, ages 26 and 15. She  
5 has resided at Trailer Villa since 2000 in a mobilehome in space G-7. She supports her family by  
6 working two jobs, as a dispatcher and waitress. Her monthly space rent in 2000 was initially set at  
7 \$450, and has been increased periodically to the current space rent of \$1250.

8 **B. Other Plaintiffs**

9 20. The true names and capacities, whether individual, corporate, associate or otherwise  
10 of the Plaintiffs Poes 1-100, inclusive, are unknown to Plaintiffs who therefore bring this action by  
11 such fictitious names. Plaintiffs further allege that each fictitious Plaintiff was in some manner  
12 injured by the acts and occurrences alleged herein. Plaintiffs will amend this Complaint to show  
13 their true names and capacities when the same are ascertained.

14 **C. Defendants**

15 21. Defendant De Anza Building and Maintenance, Inc., also known as De Anza  
16 Properties (“De Anza Building and Maintenance”), is an active corporation located in the City of  
17 Los Altos, in the State of California. De Anza Building and Maintenance serves as a property  
18 management company. Since June 2, 2004, Defendant De Anza Building and Maintenance has been  
19 the owner, operator, and manager of Defendant Trailer Villa RV Park.

20 22. Defendant Trailer Villa RV Park is a limited liability company mobilehome park with  
21 a permit to operate 90 recreational vehicle spaces and 37 mobilehome spaces, which is located at  
22 3401 East Bayshore Road, Redwood City, San Mateo County, California.

23 23. Plaintiffs are informed and believe, and thereon allege, that Defendant John Vidovich  
24 is, and at all times relevant to this claim was, an individual who resided in Los Altos, California. At  
25 all times relevant to this claim, Defendant John Vidovich was the President and owner of De Anza  
26 Building and Maintenance, Inc.

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1           **D.     Other Defendants**

2           24.     The true names and capacities, whether individual, corporate, associate or otherwise  
3 of the Defendants DOE 1 through DOE 10, inclusive, are unknown to Plaintiffs who therefore sue  
4 said Defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs  
5 further allege that each of said fictitious Defendants is in some manner responsible for the acts and  
6 occurrences hereinafter set forth. Plaintiffs will amend this Complaint to show their true names and  
7 capacities when the same are ascertained, as well as the manner in which each fictitious Defendant  
8 is responsible.

9           25.     Defendants De Anza Building and Maintenance, Inc., Trailer Villa RV Park, John  
10 Vidovich, and DOES 1 through 10, are referred collectively herein as “Defendants.”

11           **E.     Agency & Concert of Action**

12           26.     At all times herein mentioned, Defendants, and each of them, hereinabove, were the  
13 agents, servants, employees, partners, aiders and abettors, co-conspirators, and/or joint venturers of  
14 each of the other Defendants named herein and were at all times operating and acting within the  
15 purpose and scope of said agency, service, employment, partnership, enterprise, conspiracy, and/or  
16 joint venture, and each Defendant has ratified and approved the acts of each of the remaining  
17 Defendants. Each of the Defendants aided and abetted, encouraged, and rendered substantial  
18 assistance to the other Defendants in breaching their obligations to Plaintiff, as alleged herein. In  
19 taking action to aid and abet and substantially assist the commission of these wrongful acts and other  
20 wrongdoings complained of, as alleged herein, each of the Defendants acted with an awareness of  
21 his/her/its primary wrongdoing and realized that his/her/its conduct would substantially assist the  
22 accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

23           **F.     Alter Ego**

24           27.     A unity of interest and ownership exists between and among each of the Defendants.  
25 Plaintiffs sue Defendants, and each of them, as participants, alter egos of one another, agents of one  
26 another, and conspirators with one another in the improper acts, plans, schemes, and transactions  
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1 that are the subject of this Complaint. The facts are such that an adherence to the fiction of the  
2 separate existence of these entities would, under the particular circumstances, promote injustice.

3 **IV. STATUTORY FRAMEWORK: THE SAN MATEO COUNTY MOBILEHOME**  
4 **PARK RENT CONTROL ORDINANCE AND MOBILEHOME RESIDENCY LAW**

5 28. The County of San Mateo's Mobilehome Rent Control Ordinance ("Ordinance")  
6 restricts annual rent increases for any space in a mobilehome park to the lesser of five percent (5%),  
7 or seventy-five percent (75%) of the annual change in the Consumer Price Index (CPI). *See*  
8 Ordinance, Chapter 1.30.030.

9 29. The Mobilehome Residency Law ("MRL") regulates the relationship between  
10 mobilehome park owners and homeowners who are tenants in the park. Civ. Code §§ 798 et seq.  
11 Among the various provisions are requirements for written rental agreements with specified  
12 provisions and prohibitions on evictions without specific limited causes. *Id.* at §§ 798.15, 798.17,  
13 and 798.55.

14 30. "Mobilehome" is defined to include: manufactured homes, as defined in Health and  
15 Safety Code Section 18007; mobilehomes, as defined in Health and Safety Code Section 18008; and  
16 trailers and other recreational vehicles of all types defined in Health and Safety Code Section 18010,  
17 other than motor homes, truck campers, and camping trailers, provided the trailer or other  
18 recreational vehicle occupies a mobilehome site in the park for nine or more continuous months  
19 commencing on or after November 15, 1992. Civ. Code § 798.3.

20 31. "Mobilehome park" is an area of land where two or more mobilehome sites are  
21 rented, or held out for rent, to accommodate mobilehomes used for human habitation. Civ. Code §  
22 798.4.

23 32. Rent increases to homeowners in mobilehome parks require service of written notice  
24 least 90 days before the date of the increase. Civ. Code § 798.30.

25 **V. FACTUAL ALLEGATIONS**

26 33. Since purchasing Trailer Villa in June 2004, Defendants have raised Plaintiffs'  
27 monthly space rents on a regular basis. These rent increases significantly exceed the amount  
28 permitted by the San Mateo Mobilehome Rent Control Ordinance.

1           34.     Since the effective date of the Ordinance in 2003, Defendants have been issuing rent  
2 increase notices to each resident at Trailer Villa which are in direct and clear violation of the amounts  
3 permitted by the Ordinance. For purposes of the applicable statute of limitations, the notices of  
4 monthly rent increase issued by Defendants in the last four years, including the latest May 1, 2017,  
5 60 Day Notice of Monthly Rent Increase, violate both the San Mateo County Mobilehome Rent  
6 Control Ordinance and the Mobilehome Residency Law.

7           35.     Defendants' annual rent increases have, over time, greatly exceeded the allowable  
8 amount per the Ordinance. As an example, Defendants imposed upon Plaintiff Ms. DeWeese a  
9 13.6% increase in 2015 and an additional 10% increase in 2016 in her monthly space rent. The  
10 permitted increases in 2015 and 2016, respectively, were 2.6% and 3.1%.

11           36.     As recently as May 1, 2017, Defendants issued a rent increase notice to most residents  
12 at Trailer Villa which again proposed to increase rents at Trailer Villa to an amount above the  
13 permitted increase. A copy of the May 1, 2017, 60 Day Notice of Monthly Rent Increase, sent to  
14 Plaintiff Ms. DeWeese and imposing an increase to her monthly rent for space in the park to \$1,320  
15 effective July 1, 2017, is attached hereto as **Exhibit A**.

16           37.     The San Mateo Mobilehome Rent Control Ordinance does not provide within its  
17 explicit provisions any petition process or administrative remedy to challenge rent increases that  
18 exceed the limit of the Ordinance.

19           38.     In violation of the Mobilehome Residency Law, each and every rent increase notice  
20 received by Plaintiffs in the last four years, in the course of their tenancies, have provided for less  
21 than 90 days' notice. Civ. Code § 798 et seq. In every instance the notice of increase was a written  
22 notice served either thirty (30) or sixty (60) days prior to the effective date of the increased rent  
23 charges.

24           39.     Plaintiffs have suffered damages as a result of Defendants' wrongful conduct,  
25 including overpayment of rents.

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1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **Violation of the San Mateo County Mobilehome Park Rent Control Ordinance**  
4 **(On Behalf of All Plaintiffs and Against All Defendants and DOES 1-10)**

5 40. Plaintiffs re-allege and incorporate by reference each and every paragraph above as  
6 though fully set forth herein.

7 41. All mobilehome parks located within the unincorporated area of San Mateo County  
8 are subject to the Mobilehome Rent Control Ordinance.

9 42. The County of San Mateo's Mobilehome Rent Control Ordinance restricts annual  
10 rent increases for any space in a mobilehome park to the lesser of five percent (5%), or seventy-five  
11 percent (75%) of the annual change in the Consumer Price Index. See Ordinance, Chapter 1.30.030.

12 43. These limits on rent increases apply regardless of whether there is a change in  
13 ownership or a change of tenant.

14 44. Defendants charged rents significantly above those permitted by the San Mateo  
15 County Code of Ordinances, Chapter 1.30.030. As an example, Defendants imposed upon Plaintiff  
16 Ms. DeWeese a 13.6% increase in 2015 and an additional 10% increase in 2016 in her monthly space  
17 rent. The permitted increases in 2015 and 2016, respectively, were 2.6% and 3.1%.

18 45. As a result of Defendants' conduct, acts and practices, which include, but are not  
19 limited to, the practices alleged herein, Plaintiffs have been harmed in an amount according to proof.  
20 Defendants' wrongful conduct also has the potential to create continuing harm.

21 **SECOND CAUSE OF ACTION**

22 **Violation of the Mobilehome Residency Law, Civ. Code §§ 798, et seq.**  
23 **(On Behalf of All Plaintiffs and Against All Defendants and DOES 1-10)**

24 46. Plaintiffs re-allege and incorporate by reference each and every paragraph above as  
25 though fully set forth herein.  
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1 Control Ordinance, and violating California Business and Professions Code § 17200 et seq.,  
2 Plaintiffs Ms. DeWeese, Mr. Walsh and POES 90-100 were over 65 years of age. They were  
3 “elders” as defined by Welfare and Institutions Code section 15610.27. Therefore, they were  
4 entitled to the statutory protections from abuse provided by the Elder Abuse statutes, including  
5 Welfare and Institutions Code sections 15610.07, 15610.30, and 15657.5. While the wrongful  
6 conduct alleged herein was occurring, Defendants and DOES 1-10, inclusive, knew that Plaintiffs  
7 were elders.

8         67. By virtue of their actions, Defendants violated California Welfare and Institutions  
9 Code section 15600, et seq. Defendants’ actions constitute financial abuse as defined by Welfare  
10 and Institutions Code section 15610.30. Defendants took, secreted, appropriated, obtained and/or  
11 retained, or assisted in taking, secreting, obtaining and/or retaining, money belonging to these  
12 Plaintiffs for a wrongful use, and/or with the intent to defraud, and when they knew or should have  
13 known that this conduct is likely to be harmful to these Plaintiffs who, as elders, live on fixed  
14 incomes. Defendants have wrongfully deprived these Plaintiffs of their personal property.

15         68. As a proximate result of all of the Defendants’ conduct herein alleged, these  
16 Plaintiffs were damaged in significant ways, including without limitation, economic injury related  
17 to the loss of cash, retirement funds, loss of savings, emotional and physical deterioration, and  
18 other general and special damages, all in an amount according to proof at time of trial.

19         69. The actions taken by Defendants set forth above were in all respects oppressive,  
20 fraudulent and malicious. These Plaintiffs are thereby entitled to an award of punitive damages  
21 and exemplary damages, in an amount according to proof at time of trial.

22         70. These Plaintiffs are further entitled to treble damages pursuant to Civil Code section  
23 3345. Defendants knew or should have known that their conduct was directed to one or more  
24 senior citizens or persons who were disabled and/or Defendants’ conduct caused one or more  
25 senior citizens or disabled persons to suffer loss or encumbrance of a primary residence or source  
26 of income, or to suffer substantial loss of property set aside for retirement, or for personal or  
27 family care and maintenance, or substantial loss of assets essential to the health or welfare of the  
28 senior citizen or disabled persons, and/or these Plaintiffs are senior citizens and/or a disabled

1 persons who are substantially more vulnerable than other members of the public to Defendants'  
2 conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or  
3 disability, and actually suffered substantial economic damage resulting from the Defendants'  
4 conduct.

5 71. As alleged herein, Defendants' conduct, includes the conduct of DOES 1 through  
6 10, inclusive.

7 **VII. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor on every claim  
9 for relief set forth above and award them relief including, but not limited to, the following:

- 10 1. For a declaration that Defendants' rent increases violate the San Mateo County  
11 Mobilehome Park Rent Control Ordinance and Defendants' notices of rent increase,  
12 for the last four years, violate the Mobilehome Residency Law;
- 13 2. For a preliminary and permanent injunction prohibiting Defendants from demanding  
14 or collecting rents above those allowed by the San Mateo Mobilehome Park Rent  
15 Control Ordinance;
- 16 3. For general damages in an amount according to proof at trial,;
- 17 4. For restitution;
- 18 5. For economic losses, in an amount according to proof at trial;
- 19 6. For damages pursuant to Civil Code section 798.86;
- 20 7. For compensatory damages pursuant to Welfare and Institutions Code section  
21 15657.5(a), awarded based on Plaintiff Ms. DeWeese, Mr. Walsh and POES 90-  
22 100's Fourth Cause of Action for financial elder abuse, in an amount to be  
23 determined by the Court;
- 24 8. For punitive damages pursuant to Welfare and Institutions Code section 15657.5  
25 and Civil Code section 3294;
- 26 9. For reasonable attorney's fees as provided by statute;
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- 10. For pre-judgment interest;
- 11. For costs of suit herein included;
- 12. For such other and further relief as the Court may deem just and proper.

Dated: September 20, 2017

**LEGAL AID SOCIETY OF SAN MATEO COUNTY**

By:   
 \_\_\_\_\_  
 SHIRLEY E. GIBSON  
*Attorneys for Plaintiffs*

Dated: September 20, 2017

**COTCHETT, PITRE & McCARTHY, LLP**

By:   
 \_\_\_\_\_  
 TORIANA S. HOLMES  
*Attorneys for Plaintiffs*

**VIII. JURY DEMAND**

Plaintiffs demand trial by jury on all issues so triable.

Dated: September 20, 2017

**LEGAL AID SOCIETY OF SAN MATEO COUNTY**

By:   
 \_\_\_\_\_  
 SHIRLEY E. GIBSON  
*Attorneys for Plaintiffs*

Dated: September 20, 2017

**COTCHETT, PITRE & McCARTHY, LLP**

By:   
 \_\_\_\_\_  
 TORIANA S. HOLMES  
*Attorneys for Plaintiffs*

# **EXHIBIT A**

Trailer Villa RV Park

3401 E. Bayshore Rd. Redwood City, CA 94063

P. (650) 366-7880 F. (650) 366-7948

reservations@trailervilla.com

60 DAY NOTICE OF MONTHLY RENT INCREASE

May 1, 2017

Name: Deweese, Fran

Space: B-14

Please be advised that effective July 1, 2017, your monthly rent shall be increased from the current monthly rent of \$1,100.00 per month to the new monthly rent of \$1,320.00 per month. The rent will be payable in advance and due on or before the 1<sup>st</sup> day of each month.

Please be sure to update your records to reflect this monthly rate increase effective 7/1/2017.

Regards,

Trailer Villa Management