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14 DEIDRE FINLEY (AKA DEDREK FINLEY)

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

17 DEIDRE FINLEY (AKA "DEDREK
18 FINLEY"), an individual

19 Plaintiff,

20 vs.

21 ROSARIO DAWSON, an individual; ISABEL
22 DAWSON, an individual; GREGORY
23 DAWSON, an individual; and GUSTAVO
24 VAZQUEZ, an individual.

25 Defendants.

Case No.: 19STCV37335

COMPLAINT FOR DAMAGES:

1. VIOLATION OF CALIFORNIA CIVIL RIGHTS ACT (CA CIV. CODE §51 - UNRUH)
2. VIOLATION OF CALIFORNIA RALPH ACT (CA CIV. CODE §51.7)
3. VIOLATION OF CALIFORNIA BANE ACT (CA CIV. CODE §§52, 52.1)
4. ILLEGAL SELF-HELP EVICTION (CA CIV. CODE §§789.3, 1940.2(a)(3), 1159)
5. ASSAULT
6. BATTERY
7. TRESPASS
8. CONVERSION
9. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
10. NEGLIGENCE- PREMISES LIABILITY
11. NEGLIGENCE PER SE (CA CIV. CODE §1941.1, CA HEALTH AND SAFETY CODE §17920.3)
12. NUISANCE

- 13. BREACH OF THE COVENANT OF QUIET ENJOYMENT (CA CIV. CODE §1927)
- 14. BREACH OF IMPLIED WARRANTY OF HABITABILITY
- 15. CONSTRUCTIVE EVICTION
- 16. RELIANCE
- 17. BREACH OF CONTRACT – EMPLOYMENT AND LEASE
- 18. FRAUD
- 19. VIOLATION OF LABOR CODE § 970
- 20. INTENTIONAL MISREPRESENTATION
- 21. HARASSMENT
- 22. VIOLATION OF CIV. CODE § 1954

DEMAND FOR JURY TRIAL

COMES NOW the Plaintiff, DEIDRE FINLEY (AKA DEDREK FINLEY), and for his claims against defendants, ROSARIO DAWSON, ISABEL DAWSON, GREGORY DAWSON, and GUSTAVO VAZQUEZ, (hereinafter collectively “DEFENDANTS”) and each of them, pleads and alleges as follows:

PARTIES

- 1. Plaintiff is, and at all relevant times hereinafter mentioned, was an individual over 18 years of age and residing in the County of Los Angeles, State of California.
- 2. Defendant ROSARIO DAWSON is, and at all relevant times hereinafter mentioned, was an individual over 18 years of age and residing in the County of Los Angeles, State of California.
- 3. Defendant ISABEL DAWSON is, and at all relevant times hereinafter mentioned, was an individual over 18 years of age and residing in the County of Los Angeles, State of California.
- 4. Defendant GREGORY DAWSON is, and at all relevant times hereinafter mentioned, was an individual over 18 years of age and residing in the County of Los Angeles, State of California.
- 5. Defendant GUSTAVO VASQUEZ is, and at all relevant times hereinafter mentioned, was an individual over 18 years of age and residing in the County of Los Angeles, State of California.

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1 **JURISDICTION AND VENUE**

2 6. This Court is the proper Court and this action is properly filed in the Superior Court for the
3 County of Los Angeles because the injuries complained of herein occurred at 5755 Beck Avenue,
4 North Hollywood, CA 91601 and Marina del Rey, CA 90292 in the County of Los Angeles.

5 7. The premises where the acts alleged herein took place, and Plaintiff's place of residence at all
6 relevant times herein, was 5755 Beck Ave., North Hollywood, CA 91601.

7 8. The amount in controversy individually and collectively of all Plaintiff's claims exceeds the
8 minimum jurisdictional limits of this Court.

9 **FACTS**

10 9. Plaintiff DEIDRE FINLEY (AKA DEDREK FINLEY) (hereinafter referred to as "Mr.
11 Finley") is a Transgender man who was employed by Rosario Dawson (hereinafter referred to as
12 "Rosario") and resided in housing provided by Rosario, Isabel Dawson, and Gustavo Vazquez.

13 10. Defendant Isabel Dawson (hereinafter referred to as "Isabel") is Defendant Rosario Dawson's
14 mother; Gregory Dawson is (hereinafter referred to as "Gregory") is Rosario's stepfather; and
15 Gustavo Vazquez (hereinafter referred to as "Gustavo") is Isabel's brother.

16 11. On or about October 20, 2017, Isabel invited Mr. Finley to move from New York to Los
17 Angeles, to perform construction work for Rosario. Mr. Finley had previously worked for the
18 Dawson family in New York. At the time of the move, Mr. Finley was transitioning from female to
19 male.

20 12. Isabel insisted that Mr. Finley take over the sublease where Isabel lived at 5755 Beck Ave.,
21 North Hollywood, CA 91601 (hereinafter referred to as "the premises"), as she was moving out of the
22 detached apartment that she occupied. The entire property located at 5755 Beck Ave, North
23 Hollywood, CA 91601 consists of a duplex and detached converted apartments in its curtilage.

24 13. To Mr. Finley's knowledge and belief, Gustavo leases the entire house and its detached
25 apartments as a Master Tenant, and subleases the multiple detached units of the premises.

26 14. Initially, Mr. Finley intended to temporarily relocate to Los Angeles for approximately six (6)
27 months, but Isabel ultimately convinced him to permanently relocate to Los Angeles with the promise
28 of a full-time job, stating that "Rosario will always need work" and "we will you find a place close to

1 her house” for Mr. Finley to live. To further entice him to permanently relocate to Los Angeles,
2 Rosario gave him funds to facilitate his relocation.

3 15. Additionally, on or about October 2017, an agreement was negotiated between Mr. Finley and
4 Defendants Rosario and Isabel, that Mr. Finley would provide Rosario construction services on
5 Rosario’s house in exchange for rent-free housing accommodations and a wage of \$25 per hour.

6 16. Relying on these promises, Mr. Finley placed his belongings in storage, sold his truck, rented a
7 U-Haul, travelled across country, and left his support network in Beacon, New York to move to Los
8 Angeles. Mr. Finley incurred substantial debt in reliance on the family’s promises to provide him
9 steady employment and housing, which was Mr. Finley’s sole basis for his decision to move to Los
10 Angeles.

11 17. Per his agreement with Rosario and Isabel in late 2017, Mr. Finley was hired as a full-time
12 employee to renovate and remodel Rosario’s personal residence, receiving an hourly salary in addition
13 to housing in exchange for his labor. Rosario and Gregory acted in an immediate supervisory capacity
14 by overseeing Mr. Finley’s work product, assigning tasks, and reviewing Mr. Finley’s hours for
15 approval for payment.

16 18. On or about December 18, 2017, Mr. Finley moved into a detached apartment at 5755 Beck
17 Ave., North Hollywood 91601; at the same time, Isabel moved out of the premises. Mr. Finley was
18 responsible for paying utilities, but per the agreement with Defendants, Mr. Finley was not required to
19 pay rent.

20 19. Upon moving into the premises, Isabel notified him that there was raw sewage all over the
21 bathroom in the toilet, the bathtub, and the floor due to an overflow from a drain pipe. Defendant
22 Gustavo Vazquez, failed to abate the uninhabitable conditions for the first two and a half months of
23 Mr. Finley’s tenancy, despite Mr. Finley’s multiple supplications to Gustavo that the situation needed
24 repair.

25 20. In or about December 2017, Mr. Finley officially “came out” as Transgender to Rosario,
26 Isabel, Gregory, and Gustavo (hereinafter collectively referred to as “the Dawson family”) as a
27 Transgender man. At the same time, Mr. Finley clearly, unequivocally, and unambiguously informed
28 them that they should forthwith call him “Dedrek” and use the pronouns “he / him / his” when

1 referring to him. The Dawson family had known Mr. Finley for approximately two (2) decades prior
2 to his coming out.

3 21. Immediately after Mr. Finley coming out as Transgender, the family misgendered him
4 multiple times each day, with deliberate indifference as to the appropriate way to address Mr. Finley.
5 Mr. Finley brought the misgendering and harassment to Rosario's attention at least three times—and
6 Rosario was a witness to the misgendering and transphobic verbal abuse by Isabel and Gregory—but
7 Rosario, Mr. Finley's employer, acted with deliberate indifference and did nothing to correct the
8 situation.

9 22. Gregory, as Mr. Finley's immediate supervisor on the job, verbally denigrated Mr. Finley's
10 gender identity by constantly misgendering him and emasculating him. Gregory would scream in Mr.
11 Finley's face that "you're not a man," "a man wouldn't work like this," and "you only think you're a
12 man," degrading his gender identity on the job site. When Mr. Finley would cry from the
13 mistreatment, Gregory would say, "Men don't cry," as if to suggest Mr. Finley was not a man.

14 23. Oftentimes, Gregory would scream at Mr. Finley just inches from Mr. Finley's face, calling
15 him a "fucking idiot," "you don't know what you're doing," and "what's wrong with you" with his
16 fists clenched; Mr. Finley feared that he would be physically attacked during these tirades. Rosario's
17 daughter was a personal witness to Gregory's misgendering and abusive statements. She continually
18 pled with Gregory not to misgender or otherwise degrade Mr. Finley's gender identity, but Gregory
19 paid no attention and took no steps to correct his behavior.

20 24. On at least three occasions during the course of his employment, Mr. Finley brought Gregory's
21 verbal abuse, misgendering, and harassment to Rosario's attention, since Rosario was Mr. Finley's
22 employer. Rosario was also a witness to the abuse, misgendering, and harassment. Although she was
23 privy to the continued misgendering and transphobic verbal abuse and epithets that Mr. Finley
24 experienced, she refused to act to end the abuse. Instead, in response to Mr. Finley's complaints,
25 Rosario would respond to Mr. Finley, "You're a grown woman." When Mr. Finley responded that
26 Rosario was also misgendering him, she would shrug it off and reply, "Whatever."

27 25. On or about the beginning of January 2018, Isabel came to the premises to pack her things.
28 She began ordering Mr. Finley to clean the house, although she was not his employer. Mr. Finley

1 asked Isabel to leave him alone, as it was late at night. He requested that they talk about it in the
2 morning. Immediately, Isabel began denigrating Mr. Finley. Mr. Finley asked Isabel to stop
3 screaming at him and went into his room, locking the door. Isabel began screaming through the door,
4 “You think you’re a man, but you’re not a man.” Mr. Finley replied, “I don’t want to fight you,” to
5 which Isabel replied, “You’re not a man, you can fight me. We’re still two women, it’s not like you
6 can’t hit me because you’re a man.” Mr. Finley videotaped all this on his phone.

7 26. On or about February 2018, Rosario notified Mr. Finley that she was experiencing financial
8 issues and needed to lay off her cleaning crew and pool cleaner. Rosario and Mr. Finley agreed that
9 if he cut his wages from \$25 per hour to \$20 per hour, she would assign the cleaning and pool work to
10 him. Mr. Finley only agreed to the pay cut on the condition that he would be assigned those
11 additional duties with the associated additional paid hours. However, in violation of the agreement,
12 Mr. Finley was never assigned those tasks, yet nonetheless incurred a wage cut of \$5 per hour.

13 27. On or about the end of February 2018—approximately two (2) months after Mr. Finley came
14 out as Transgender—Isabel sent Mr. Finley a text stating that Mr. Finley must vacate the residential
15 premises by May 1, 2018. Because a text message does not constitute sufficient notice to vacate, Mr.
16 Finley remained on the premises, albeit under uninhabitable conditions, as Mr. Finley was financially
17 incapable of renting other housing in Los Angeles or returning to New York.

18 28. On or about April 20, 2018, Mr. Finley was notified by the family that his hours would be cut
19 while Gregory was in New York, even though Mr. Finley had previously been told he would be
20 continuing Gregory’s work on building a wall at Rosario’s residence while Gregory was in New York.
21 Mr. Finley was deprived of access to Rosario’s residence, where he had left approximately \$700
22 worth of his own tools because he believed that he would continue to work when Gregory returned
23 from New York.

24 29. After April 20, 2018, although he did not know it at the time, Mr. Finley would never be
25 assigned any more work by the family. At no time was Mr. Finley given any warnings for poor work
26 performance, given a poor work evaluation, or notified that there were any issues whatsoever with
27 him as an employee, and no layoff notices were provided to Mr. Finley. Further, upon information

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1 and belief, there was no shortage of work, as various projects that Mr. Finley was specifically hired to
2 perform and assigned remained unfinished.

3 30. On April 28, 2018, Mr. Finley continued to reside at the premises. When Mr. Finley came
4 home that day at approximately 8:00 pm, he observed Rosario, Isabel, and Rosario's minor daughter
5 outside Mr. Finley's unit. Immediately upon Mr. Finley's approach, they asked Mr. Finley to discuss
6 his plans to vacate the premises. Mr. Finley replied that he had been trying to make an appointment to
7 discuss the issue for the past week, but that the present moment was not a good time for a discussion,
8 as he was exhausted from his work day. Subsequently, Mr. Finley went into his room and closed the
9 door.

10 31. Without any warning, Isabel appeared at Mr. Finley's window and began yelling at Mr. Finley
11 that Mr. Finley's air conditioning unit belonged to her. She further threatened Mr. Finley that if he
12 did not move out, she would physically attack him and kill his cat. She then ripped the screen off the
13 window and attempted to remove the venting tube from the air-conditioning unit. As Mr. Finley
14 stated that he is going to call the police, Isabel grabbed Mr. Finley's arm with which he held his phone
15 and pulled Mr. Finley outside through the window by force and threw him to the ground.

16 32. Once Mr. Finley was lying helpless on the ground outside, Isabel, who is substantially larger
17 than Mr. Finley, got on top of Mr. Finley's body and began punching him. While beating Mr. Finley,
18 Isabel screamed, "You're not so much of a man now," which was a clear and denigrating reference to
19 Mr. Finley's gender identity.

20 33. While Isabel pummeled Mr. Finley, Rosario yelled, "Mom, stop being petty." Initially,
21 because of Rosario's exclamation, Mr. Finley believed that Rosario was going to pull Isabel off of
22 him. However, Rosario, aiding and abetting Isabel's wrongful behavior, sat down on top of Mr.
23 Finley, actively restraining him while he was on the ground to ensure that her mother could continue
24 battering him.

25 34. While Mr. Finley was being beaten, he shouted to Rosario and Isabel, "Why are you doing
26 this?" Still sitting on top of Mr. Finley's body, Rosario responded "I paid for that phone," and
27 continued to restrain him.

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1 35. Just before the beating ended, either Isabel or Rosario stomped on Mr. Finley's hand while
2 punching him, and grabbed Mr. Finley's phone. Rosario and Isabel then fled with Mr. Finley's phone
3 in order to keep him from contacting police and emergency medical services. Mr. Finley's LG Stylo
4 4 cell phone, owned by him, contains the video of Isabel's screaming and threats towards him in early
5 January, 2018. Mr. Finley believes that Isabel remains in possession and custody of his cell phone.

6 36. Severely injured after the beating, and without any means by which to call the police or
7 paramedics, Mr. Finley scrambled inside the house and found Rosario's phone lying on the counter,
8 and used it to call 911. He then returned to his room and hid in fear until the police and the
9 paramedics arrived. This entire incident was a self-help eviction tactic to vacate Mr. Finley from the
10 premises.

11 37. After speaking to police, and being seen by paramedics, Mr. Finley went to the hospital to seek
12 further treatment for the injuries inflicted on him during the assault and battery by Isabel and Rosario.

13 38. Based on the assault, battery, and threats, Mr. Finley was granted a temporary restraining order
14 against Isabel on April 29, 2018.

15 39. On or about May 1, 2018, while Mr. Finley was not at home, Isabel appeared on the property
16 and, without Mr. Finley's consent, and as another illegal self-help eviction tactic, began to remove Mr.
17 Finley's belongings from the premises so as to move her own possessions back in. Mr. Finley was
18 notified about Isabel Dawson's actions and called the police before arriving home. The police
19 removed Isabel from the premises, and served Isabel with the restraining order. At the same time,
20 Gustavo, master tenant of the premises and Isabel's brother, came outside and personally served Mr.
21 Finley with a Thirty-Day Notice to Quit.

22 40. Furthermore, in approximately mid-May 2018, Gustavo aided and abetted Isabel's illegal self-
23 help tactics to evacuate Mr. Finley from the premises by turning off the gas (for which his unit had a
24 gas meter), refusing to turn the gas back on in spite of notice from Mr. Finley that he did not have gas
25 in his unit, and refusing to accept money for payment of the utility service from Mr. Finley. Although
26 Mr. Finley notified Gustavo in writing in or about mid-May, and several times thereafter, that he did
27 not have gas in his home, Gustavo refused to turn the gas on. For approximately five (5) months, Mr.

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1 Finley was denied access to heat, hot water, and the ability to cook fresh meals. Mr. Finley paid his
2 utility bills to the family through Venmo, as per their agreement.

3 41. An unlawful detainer was filed against Mr. Finley on June 19, 2018. Judgment was rendered
4 for Mr. Finley in the unlawful detainer action on July 9, 2018 (Case No. 18PDUD01745). Gustavo
5 filed a second unlawful detainer action against Mr. Finley on September 7, 2018. However, because
6 Mr. Finley could no longer tolerate the deplorable conditions at the premises, Mr. Finley was
7 constructively evicted before a court hearing was held.

8 42. Battered, humiliated, emotionally distressed and financially ruined, Mr. Finley has been unable
9 to return to his home in New York.

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11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF CALIFORNIA UNRUH CIVIL RIGHTS ACT –**

13 **(CA CIV. CODE §51 -UNRUH)**

14 **DISCRIMINATION ON THE BASIS OF GENDER IDENTITY**

15 **(BY PLAINTIFF AGAINST ROSARIO DAWSON, ISABEL DAWSON,**

16 **AND GREGORY DAWSON)**

17 43. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
18 paragraphs above as if fully set forth herein.

19 44. Defendants ROSARIO DAWSON, ISABEL DAWSON, and GREGORY DAWSON, and each
20 of them individually and collectively, denied PLAINTIFF full and equal accommodations, facilities,
21 privileges, advantages, and services strictly on the basis of PLAINTIFF'S gender identity when they
22 indiscriminately and arbitrarily misgendered, emasculated, threatened, battered, assaulted, falsely
23 imprisoned, and threatened Mr. Finley with violence in his own home.

24 45. The substantial motivating reason for all DEFENDANTS' conduct was their knowledge and
25 perception of PLAINTIFF'S gender identity. This is clear through their refusal to adhere to Mr. Finley's
26 numerous supplications to the Dawson family to be identified and respected in accordance with Mr.
27 Finley's gender identity. DEFENDANTS, and each of them, began their misconduct and degradation
28 of Mr. Finley shortly after he "came out" as a Transgender man in December 2017, as the Dawson

1 family had had a long and respectful relationship with Mr. Finley for approximately two (2) decades
2 prior to his gender transition.

3 46. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF has
4 suffered, and will continue to suffer, special damages to be proven at trial.

5 47. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF has
6 suffered, and will continue to suffer, general damages, including but not limited to shock,
7 embarrassment, intimidation, physical distress and injury, humiliation, fear, stress and other damages
8 to be proven at the time of trial.

9 48. PLAINTIFF is informed and believe, and thereupon alleges, that DEFENDANTS, and each of
10 them, committed the acts herein alleged maliciously and oppressively in conscious disregard for
11 PLAINTIFF'S rights. PLAINTIFF is entitled to recover punitive and statutory damages in an amount
12 according to proof.

13 49. As a result of the conduct of DEFENDANTS, and each of them, PLAINTIFF was forced to
14 retain attorneys in order to protect his rights. Accordingly, PLAINTIFF seeks the reasonable
15 attorney's fees incurred in this litigation in an amount according to proof at trial and other relief as
16 requested in PLAINTIFF'S prayer for relief below.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF CALIFORNIA RALPH ACT –**

19 **(CA CIV. CODE §51.7)**

20 **(BY PLAINTIFF AGAINST DEFENDANTS ROSARIO DAWSON, ISABEL DAWSON,**
21 **AND GREGORY DAWSON)**

22 50. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
23 paragraphs above as if fully set forth herein.

24 51. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF has
25 suffered, and will continue to suffer, special damages to be proven at trial.

26 52. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF has
27 suffered, and will continue to suffer, general damages, including but not limited to shock,

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1 embarrassment, intimidation, physical distress and injury, humiliation, fear, stress and other damages
2 to be proven at the time of trial.

3 53. PLAINTIFF is informed and believe, and thereupon alleges, that DEFENDANTS, and each of
4 them, committed the acts herein alleged maliciously and oppressively in conscious disregard for
5 PLAINTIFF'S rights. PLAINTIFF is entitled to recover punitive and statutory damages in an amount
6 according to proof.

7 54. As a result of the conduct of DEFENDANTS, and each of them, PLAINTIFF was forced to
8 retain attorneys in order to protect his rights. Accordingly, PLAINTIFF seeks the reasonable
9 attorney's fees incurred in this litigation in an amount according to proof at trial and other relief as
10 requested in PLAINTIFF'S prayer for relief below.

11 **THIRD CAUSE OF ACTION**

12 **VIOLATION OF CALIFORNIA BANE ACT (CA CIV. CODE §§52, 52.1)**

13 **(BY PLAINTIFF AGAINST ISABEL DAWSON, ROSARIO DAWSON,**

14 **AND GREGORY DAWSON)**

15 55. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
16 paragraphs above as if fully set forth herein.

17 56. DEFENDANTS ISABEL DAWSON, ROSARIO DAWSON, and GREGORY DAWSON, and
18 each of them, invidiously and maliciously violated PLAINTIFF'S rights guaranteed by the United
19 States Constitution, federal law, the California Constitution and the laws of the State of California by
20 means of threats, intimidation and coercion thereby violating California Civil Code §§52, 52.1(a)(b).

21 57. DEFENDANTS ISABEL DAWSON, ROSARIO DAWSON, and GREGORY DAWSON
22 deprived PLAINTIFF of his federal and state rights to be free from violence directly resulting from
23 the assertion of his freedom of speech in freely expressing his gender identity.

24 58. As a direct and proximate result of the unlawful conduct of DEFENDANTS, PLAINTIFF has
25 suffered economic harm and other consequential damages in an amount according to proof at trial.

26 59. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF has
27 suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional
28 distress and anxiety in an amount according to proof at trial.

1 60. DEFENDANTS' conduct was willful, malicious, intentional, oppressive, reckless, and / or
2 done in a willful and conscious disregard of PLAINTIFFS' rights, welfare, and safety, thereby
3 justifying the award of punitive and exemplary damages in an amount to be determined at the time of
4 trial.

5 **FOURTH CAUSE OF ACTION**

6 **ILLEGAL SELF-HELP EVICTION (CA CIV. CODE §§789.3, 1940.2(a)(3), 1159)**

7 **(BY PLAINTIFF AGAINST ISABEL DAWSON, ROSARIO DAWSON,**

8 **AND GUSTAVO VAZQUEZ)**

9 61. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
10 paragraphs above as if fully set forth herein.

11 62. As a direct and proximate cause of DEFENDANTS' wrongful and illegal conduct,
12 PLAINTIFF has suffered economic harm and other consequential damages in an amount to be proven
13 at trial.

14 63. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF has
15 suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional
16 distress and anxiety, economic harm and other consequential damages, all in an amount according to
17 proof at trial.

18 64. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF was forced to
19 retain attorneys in order to protect his rights. Accordingly, PLAINTIFF seeks the reasonable
20 attorney's fees incurred in this litigation in an amount according to proof at trial and other relief as
21 requested in PLAINTIFF'S prayer for relief below.

22 65. DEFENDANTS' conduct was fraudulent, oppressive, and malicious. By virtue of the
23 foregoing, PLAINTIFF is entitled to recover punitive and exemplary damages from DEFENDANTS
24 according to proof at trial.

25 **FIFTH CAUSE OF ACTION**

26 **ASSAULT**

27 **(BY PLAINTIFF AGAINST ISABEL DAWSON, ROSARIO DAWSON,**

28 **AND GREGORY DAWSON)**

1 66. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
2 paragraphs above as if fully set forth herein.

3 67. As a result of DEFENDANTS' acts, PLAINTIFF was placed in great apprehension of
4 imminent harmful or offensive contact with his person.

5 68. As a direct and proximate result of DEFENDANTS' unlawful conduct, PLAINTIFF has
6 suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional
7 distress and anxiety, and economic harm in an amount according to proof at trial.

8 69. DEFENDANTS' conduct was willful, wanton, and malicious. At all relevant times,
9 DEFENDANTS acted with conscious disregard of PLAINTIFF'S rights and feelings.

10 70. DEFENDANTS acted with the knowledge of or with reckless disregard of the fact that their
11 conduct was certain to cause injury and / or humiliation to PLAINTIFF. PLAINTIFF is further
12 informed and believes that DEFENDANTS intended to cause fear, physical injury, and / or pain and
13 suffering to PLAINTIFF.

14 71. By virtue of the foregoing, PLAINTIFF is entitled to recover punitive and exemplary damages
15 from DEFENDANTS according to proof at trial.

16 **SIXTH CAUSE OF ACTION**

17 **BATTERY**

18 **(BY PLAINTIFF AGAINST ISABEL DAWSON AND ROSARIO DAWSON)**

19 72. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
20 paragraphs above as if fully set forth herein.

21 73. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF was physically
22 harmed and / or experienced offensive contact with his person.

23 74. As a direct and proximate result of DEFENDANT'S unlawful conduct, PLAINTIFF has
24 suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional
25 distress and anxiety, economic harm and other consequential damages, all in an amount according to
26 proof at trial.

27 75. DEFENDANTS' conduct was willful, wanton, and malicious. At all relevant times,
28 DEFENDANTS acted with conscious disregard of PLAINTIFF'S rights and feelings.

1 DEFENDANTS also acted with the knowledge of or with reckless disregard for the fact that their
2 conduct was certain to cause injury and / or humiliation to PLAINTIFF. PLAINTIFF is further
3 informed and believes that DEFENDANTS intended to cause fear, physical injury, and / or pain and
4 suffering to PLAINTIFF.

5 76. By virtue of the foregoing, PLAINTIFF is entitled to recover punitive and exemplary damages
6 from DEFENDANTS according to proof at trial.

7 **SEVENTH CAUSE OF ACTION**

8 **TRESPASS**

9 **(BY PLAINTIFF AGAINST ISABEL DAWSON AND ROSARIO DAWSON)**

10 77. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
11 paragraphs above as if fully set forth herein.

12 78. DEFENDANTS intentionally entered PLAINTIFF'S curtilage without PLAINTIFF'S consent
13 or any valid privilege.

14 79. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF was harmed.

15 80. As a direct and proximate result of DEFENDANT'S unlawful conduct, PLAINTIFF has
16 suffered physical injury, severe emotional distress, humiliation, embarrassment, mental and emotional
17 distress and anxiety, economic harm and other consequential damages, all in an amount according to
18 proof at trial.

19 81. DEFENDANTS' conduct was willful, wanton, and malicious. At all relevant times,
20 DEFENDANTS acted with conscious disregard of PLAINTIFF'S rights and feelings.

21 DEFENDANTS also acted with the knowledge of or with reckless disregard for the fact that their
22 conduct was certain to cause injury and / or humiliation to PLAINTIFF. PLAINTIFF is further
23 informed and believes that DEFENDANTS intended to cause annoyance, discomfort, fear, physical
24 injury, and / or pain and suffering to PLAINTIFF.

25 82. By virtue of the foregoing, PLAINTIFF is entitled to recover punitive and exemplary damages
26 from DEFENDANTS according to proof at trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **CONVERSION**

3 **(BY PLAINTIFF AGAINST ISABEL DAWSON AND ROSARIO DAWSON)**

4 83. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
5 paragraphs above as if fully set forth herein.

6 84. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF was forced to
7 purchase a new cellular phone.

8 85. As a direct and proximate result of DEFENDANTS' unlawful conduct, and the reasonably
9 foreseeable consequences of the harm that PLAINTIFF has suffered, and will continue to suffer, as a
10 result of the conversion, PLAINTIFF has incurred special damages in an amount according to proof at
11 trial.

12 86. As a direct and proximate result of DEFENDANT'S unlawful, willful, wanton, and malicious
13 conduct, PLAINTIFF has suffered physical injury, severe emotional distress, humiliation,
14 embarrassment, mental and emotional distress and anxiety, economic harm and other consequential
15 damages, all in an amount according to proof at trial.

16 87. By virtue of the foregoing, PLAINTIFF is entitled to recover punitive and exemplary damages
17 from DEFENDANTS according to proof at trial.

18 **NINTH CAUSE OF ACTION**

19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

20 **(BY PLAINTIFF AGAINST ISABEL DAWSON, ROSARIO DAWSON, AND GREGORY**
21 **DAWSON)**

22 88. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
23 paragraphs above as if fully set forth herein.

24 89. DEFENDANTS' conduct was extreme and outrageous. DEFENDANTS acted with reckless
25 disregard for PLAINTIFF'S rights and feelings, and with deliberate indifference to the certainty that
26 PLAINTIFF would suffer emotional distress.

27 90. As a direct and proximate result of DEFENDANTS' conduct, PLAINTIFF has suffered and
28 will continue to suffer severe mental anguish, humiliation, pain, severe emotional distress and

1 physical distress. PLAINTIFF suffered, and will continue to suffer, general and special damages
2 suffered in an amount to be proven at trial.

3 91. PLAINTIFF is informed and believes that DEFENDANTS' outrageous conduct was
4 performed with conscious disregard for his rights and feelings. As a result, PLAINTIFF is entitled to
5 punitive and exemplary damages in an amount to be proven at trial.

6 **TENTH CAUSE OF ACTION**

7 **NEGLIGENCE - PREMISES LIABILITY**

8 **(BY PLAINTIFF AGAINST GUSTAVO VAZQUEZ)**

9 92. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
10 paragraphs above as if fully set forth herein.

11 93. DEFENDANT GUSTAVO VAZQUEZ was the Master Tenant of the property that
12 PLAINTIFF subleased. Therefore, DEFENDANT GUSTAVO VAZQUEZ controlled the property on
13 which PLAINTIFF was harmed. DEFENDANT was under a duty to manage and act reasonably to
14 control the property to prevent injury from violent guests on the property and to preserve the health
15 and safety of residents in dwelling units, including preventing exposure to raw sewage.

16 94. Based on PLAINTIFF'S information and belief, DEFENDANT GUSTAVO VAZQUEZ
17 allowed his sister, DEFENDANT ISABEL DAWSON, on the premises frequently, although she was
18 prone to violence, creating a risk to PLAINTIFF that he would be harmed.

19 95. As a direct and proximate cause of DEFENDANT GUSTAVO VAZQUEZ' negligence as
20 master tenant, PLAINTIFF incurred damages in an amount to be proven at trial.

21 96. PLAINTIFF has suffered emotional distress as a result of the DEFENDANT'S negligence in
22 maintaining the property in such a manner that DEFENDANTS' failure to prevent dangerous
23 conditions and persons from entering the property caused PLAINTIFF severe emotional distress,
24 physical manifestations of emotional distress, shock, embarrassment, loss of self-esteem, disgrace,
25 humiliation, powerlessness, and loss of enjoyment of life. PLAINTIFF'S severe emotional distress
26 prevents him from performing daily activities and obtaining the full enjoyment of life. PLAINTIFF
27 has incurred and will continue to incur expenses for psychological treatment therapy and counseling.

28 ///

1 97. DEFENDANT knew or should have known that his actions and failures would likely cause
2 such emotional distress to PLAINTIFF.

3 98. DEFENDANT was negligent in causing such emotional distress to PLAINTIFF.

4 99. As a result of DEFENDANT'S various acts, negligence, and omissions as stated heretofore,
5 PLAINTIFF has sustained emotional distress and seeks recompense in an amount to be proven at trial.

6 **ELEVENTH CAUSE OF ACTION**

7 **NEGLIGENCE PER SE**

8 **(CA CIV. CODE §1941.1, CA HEALTH AND SAFETY CODE §17920.3)**

9 **(BY PLAINTIFF AGAINST DEFENDANT GUSTAVO VAZQUEZ)**

10 100. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
11 paragraphs above as if fully set forth herein.

12 101. PLAINTIFF is informed and believes and based thereon alleges that DEFENDANT
13 GUSTAVO VAZQUEZ owed Plaintiff the duties of care as set forth above.

14 102. PLAINTIFF is informed and believes and based thereon, alleges that GUSTAVO VAZQUEZ
15 was subject to laws and health, safety, and housing regulations pertaining to habitability of dwelling
16 units, as set forth above and further, that such laws and regulations were intended to preserve the health
17 and safety of residents in dwelling units owned, operated, leased, and maintained by owners and
18 operators of housing.

19 103. PLAINTIFF is informed and believes and based thereon, alleges that he is a member of a class
20 (persons leasing or renting dwelling units for residential purposes) for whose benefit those laws and
21 safety regulations were passed.

22 104. PLAINTIFF is informed and believes and, based thereon, alleges that DEFENDANT
23 GUSTAVO VAZQUEZ violated numerous state and municipal housing, health, and building and
24 safety codes and statutes, including, but not limited to, California Health and Safety Code §17920.3
25 and California Civil Code §1941.1, which officially denotes inadequate sanitation and sewage
26 disposal as a dangerous condition that makes a home substandard and uninhabitable.

27 105. PLAINTIFF is informed and believes and, based thereon alleges that DEFENDANT
28 GUSTAVO VAZQUEZ managed and / or operated the premises located at 5755 Beck Ave., North

1 Hollywood, CA 91601 in a manner that substantially lacked the requirements of California
2 Government Code §17920.3 and California Civil Code §1941.1 regarding substandard conditions.

3 DEFENDANT did not adhere to the requirements of the law, which constituted violations of state
4 statutes and regulations that were specifically promulgated to protect the safety of tenants.

5 DEFENDANT'S failure to meet the state standards which endangered the life, limb, health, property,
6 safety or welfare of the public or the occupants of the dwelling and failure to repair the substandard
7 conditions was negligent as a matter of law.

8 106. The injury suffered in this case was an occurrence of the nature of which the state statutes and
9 regulations were designed to prevent and PLAINTIFF falls within the class of persons of whom such
10 statutes and regulations are intended to protect.

11 107. As a direct and proximate result of DEFENDANT'S negligence per se, PLAINTIFF suffered
12 damages and is entitled to recover compensatory damages in accordance to proof.

13 108. PLAINTIFF is informed and believes and, based thereon, alleges that he suffered the same
14 type of harm that the laws and regulations were intended to prevent resulting in, without limitation,
15 physical, emotional, and financial harm, as set forth above, from the conduct of DEFENDANT
16 GUSTAVO VAZQUEZ, which was a substantial factor in causing that harm.

17 **TWELFTH CAUSE OF ACTION**

18 **NUISANCE**

19 **(BY PLAINTIFF AGAINST DEFENDANT GUSTAVO VAZQUEZ)**

20 109. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
21 paragraphs above as if fully set forth herein.

22 110. DEFENDANT negligently and intentionally caused to exist a nuisance within, but not limited
23 to, the meaning of Civil Code §3479, *et seq.* DEFENDANT'S conduct substantially interfered with
24 PLAINTIFF'S safe, healthy, and comfortable enjoyment of his residence at 5755 Beck Ave., North
25 Hollywood, CA 91601. The defective, indecent, uninhabitable, and offensive conditions, which
26 included exposure to sewage, which prevented PLAINTIFF from being able to use the bathroom
27 facilities, and PLAINTIFF'S inability to live in a peaceful environment free of threats and violence,
28 were injurious to PLAINTIFF'S health and safety, eventually resulting in his constructive eviction.

1 111. DEFENDANT failed to adequately abate the nuisance, despite having notice of the same, as
2 required by law for approximately two months from December 2017 through the beginning of
3 February 2018.

4 112. As a direct and proximate result thereof, PLAINTIFF has sustained general, special, and
5 property damage in amounts to be determined at trial.

6 113. Pursuant to Civil Code §3501, PLAINTIFF brings this civil action for private nuisance.

7 **THIRTEENTH CAUSE OF ACTION**

8 **BREACH OF THE COVENANT OF QUIET ENJOYMENT**

9 **(CA CIV. CODE §1927)**

10 **(BY PLAINTIFF AGAINST DEFENDANT GUSTAVO VAZQUEZ)**

11 114. PLAINTIFF re-alleges, and incorporates by reference every allegation contained in the
12 preceding paragraphs above as though set forth herein.

13 115. Implied in any residential agreement, including the one between DEFENDANT and
14 PLAINTIFF, is a covenant that DEFENDANT will not interfere with PLAINTIFF'S quiet enjoyment
15 of the dwelling unit at 5755 Beck Ave., North Hollywood, CA 91601 during the term of his tenancy.
16 This covenant of quiet enjoyment is codified in California Civil Code §1927.

17 116. DEFENDANT breached the implied covenant of quiet enjoyment as alleged herein, including,
18 but not limited to: his failure to repair habitability violations; failure to maintain the dwelling unit in a
19 habitable condition and in a condition consistent with the purpose for which it was rented; failure to
20 provide basic utility services; and failure to prevent DEFENDANTS ISABEL DAWSON and
21 ROSARIO DAWSON from entering the property to threaten violence and act violently towards
22 PLAINTIFF.

23 117. As a direct and proximate result of DEFENDANT'S breach of the covenant of quiet
24 enjoyment, the value of the leasehold held by PLAINTIFF has been materially diminished.
25 Furthermore, PLAINTIFF paid his rent in labor. As such, he provided full-time construction services
26 in exchange for an uninhabitable residence lacking gas, bathroom facilities, and a peaceful
27 environment free of harassment, threats, and violence. Therefore, PLAINTIFF has been injured in the
28 fair market value of the rent for the period of uninhabitability.

1 118. As a direct and proximate result of DEFENDANTS' breach of the covenant of quiet
2 enjoyment, PLAINTIFF has sustained general and special damages in an amount to be proven at trial.

3 **FOURTEENTH CAUSE OF ACTION**

4 **BREACH OF IMPLIED WARRANTY OF HABITABILITY**

5 **(BY PLAINTIFF AGAINST DEFENDANT GUSTAVO VAZQUEZ)**

6 119. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
7 paragraphs above as if fully set forth herein.

8 120. The sublease agreement referred to herein contained implied warranty of habitability, which
9 obligated DEFENDANT to perform the terms and conditions of the lease agreement and to maintain
10 the PLAINTIFF'S residential unit at 5755 Beck Ave., North Hollywood, CA 91601 in a habitable,
11 safe, and healthy condition.

12 121. The defective and unsafe conditions alleged herein constitute violations of state and local
13 housing laws and posed severe health and safety hazards that breached the implied warranty of
14 habitability.

15 122. DEFENDANT had actual and constructive notice of the defective and unsafe conditions
16 alleged herein, but despite such notice, failed to adequately repair and abate the conditions at the
17 property and failed to prevent unsafe guests from entering the property.

18 123. PLAINTIFF did not cause, create or contribute to the existence of the defective conditions
19 alleged herein.

20 124. By failing to correct said defective conditions, DEFENDANT breached the warranty of
21 habitability implied in all rental contracts under California law.

22 125. DEFENDANT knew or should have known that permitting said defective and unsafe
23 conditions to exist threatened the physical and emotional health and well-being of PLAINTIFF and
24 posed a serious threat and danger to his health and safety.

25 126. As a direct and proximate result of DEFENDANT'S breach of the warranty of habitability,
26 PLAINTIFF has sustained special, general and property damage in amounts to be determined at trial.

27 127. As a direct and proximate result of DEFENDANT'S breach of the warranty of habitability,
28 PLAINTIFF is entitled to attorney's fees and costs in an amount to be proven at trial.

1 128. DEFENDANT’S conduct was willful, malicious, intentional, oppressive, reckless, and / or
2 done in a willful and conscious disregard of PLAINTIFF’S health, welfare, and safety, thereby
3 justifying the award of punitive and exemplary damages in an amount to be determined at the time of
4 trial.

5 **FIFTEENTH CAUSE OF ACTION**

6 **CONSTRUCTIVE EVICTION**

7 **(BY PLAINTIFF AGAINST DEFENDANT GUSTAVO VAZQUEZ)**

8 129. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
9 paragraphs above as if fully set forth herein.

10 130. PLAINTIFF was a sublessor of the master tenant, DEFENDANT GUSTAVO VAZQUEZ,
11 which inherently guarantees covenants of the lease agreement to maintain the PLAINTIFF’S
12 residential unit located at 5755 Beck Ave., North Hollywood, CA 91601 in a habitable, safe, and
13 healthy condition, including the beneficial enjoyment of the premises.

14 131. PLAINTIFF did not breach the residential agreement during the duration of the tenancy.

15 132. DEFENDANT acted in bad faith by allowing raw sewage to remain on the premises unabated
16 for approximately two months, depriving PLAINTIFF of gas despite numerous and repeated requests
17 by PLAINTIFF, and continuously permitting violent guests on the premises who harassed, threatened,
18 assaulted, battered, and committed a hate crime against PLAINTIFF.

19 133. DEFENDANT had actual and constructive notice of the defective and unsafe conditions
20 alleged herein, but despite such notice, failed to adequately repair and abate the conditions at the
21 property and failed to prevent unsafe guests from entering the property.

22 134. The substantial interference by the DEFENDANT in depriving PLAINTIFF of the beneficial
23 enjoyment of the premises was so severe and pervasive that it caused PLAINTIFF to surrender
24 possession in November 2018.

25 135. DEFENDANT’S conduct harmed PLAINTIFF.

26 136. DEFENDANT’S conduct was willful, malicious, intentional, oppressive, reckless, and / or
27 done in a willful and conscious disregard of PLAINTIFFS’ health, welfare, and safety, thereby
28

1 justifying the award of punitive and exemplary damages in an amount to be determined at the time of
2 trial.

3 **SIXTEENTH CAUSE OF ACTION**

4 **RELIANCE**

5 **(BY PLAINTIFF AGAINST DEFENDANT ROSARIO DAWSON AND ISABEL DAWSON)**

6 137. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
7 paragraphs above as if fully set forth herein.

8 138. DEFENDANTS' conduct caused PLAINTIFF to sustain significant damages in reliance on
9 DEFENDANTS' representations that they would provide him with stable and continued housing and
10 employment. Relying on DEFENDANTS' promises, PLAINTIFF placed his belongings in storage,
11 rented a U-Haul, travelled across country, sold his truck, and left his support network in Beacon, New
12 York to move to Los Angeles. In addition, PLAINTIFF incurred substantial debt in reliance on the
13 family's promises to provide him steady and continuing employment and housing, which was the sole
14 basis for PLAINTIFF'S decision to move to Los Angeles.

15 **SEVENTEENTH CAUSE OF ACTION**

16 **BREACH OF EMPLOYMENT AND LEASE CONTRACT**

17 **(BY PLAINTIFF AGAINST DEFENDANT ROSARIO DAWSON AND ISABEL DAWSON)**

18 139. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
19 paragraphs above as if fully set forth herein.

20 140. DEFENDANTS breached their employment contract with PLAINTIFF, causing PLAINTIFF
21 to suffer financial damages and emotional distress.

22 141. DEFENDANTS breached their lease contract with PLAINTIFF, causing PLAINTIFF to suffer
23 financial damages and emotional distress.

24 **EIGHTEENTH CAUSE OF ACTION**

25 **FRAUD**

26 **(BY PLAINTIFF AGAINST DEFENDANT ROSARIO DAWSON AND ISABEL DAWSON)**

27 142. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
28 paragraphs above as if fully set forth herein.

1 143. DEFENDANTS fraudulently told PLAINTIFF he could rely on stable employment and
2 housing provided to him by DEFENDANTS.

3 144. DEFENDANT'S fraud harmed PLAINTIFF, causing PLAINTIFF to suffer financial damages
4 and emotional distress.

5 **NINETEENTH CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE § 970**

7 **(BY PLAINTIFF AGAINST DEFENDANT ROSARIO DAWSON AND ISABEL DAWSON)**

8 145. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
9 paragraphs above as if fully set forth herein.

10 146. DEFENDANT'S conduct harmed PLAINTIFF, causing PLAINTIFF to suffer financial
11 damages and emotional distress.

12 **TWENTIETH CAUSE OF ACTION**

13 **INTENTIONAL MISREPRESENTATION**

14 **(BY PLAINTIFF AGAINST DEFENDANT ROSARIO DAWSON AND ISABEL DAWSON)**

15 147. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
16 paragraphs above as if fully set forth herein.

17 148. DEFENDANT'S conduct harmed PLAINTIFF, causing PLAINTIFF to suffer financial
18 damages and emotional distress.

19 **TWENTY-FIRST CAUSE OF ACTION**

20 **HARASSMENT**

21 **(BY PLAINTIFF AGAINST DEFENDANT ROSARIO DAWSON, GREGORY DAWSON,**
22 **GUSTAVO VAZQUEZ AND ISABEL DAWSON)**

23 149. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
24 paragraphs above as if fully set forth herein.

25 150. DEFENDANT'S conduct harmed PLAINTIFF, causing PLAINTIFF to suffer financial
26 damages and emotional distress.

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1 **TWENTY-SECOND CAUSE OF ACTION**

2 **VIOLATION OF CIV. CODE § 1954 – ENTERING PLAINTIFF’S RESIDENCE WITHOUT**
3 **GIVNG 24-HOUR NOTICE**

4 **(BY PLAINTIFF AGAINST DEFENDANT ROSARIO DAWSON AND ISABEL DAWSON)**

5 151. PLAINTIFF repeats, re-alleges, and incorporates by reference all of the allegations in the
6 paragraphs above as if fully set forth herein.

7 152. DEFENDANT’S conduct harmed PLAINTIFF, causing PLAINTIFF to suffer financial
8 damages and emotional distress.

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10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays judgment as follows:

- 12 1. For special and general damages, according to proof, with interest thereon at the
- 13 maximum legal rate;
- 14 2. For reasonable attorney’s fees and costs, including expert witness fees, pursuant to
- 15 California Government Code §12965(b);
- 16 3. For statutory costs, including expert witness fees;
- 17 4. For interest accrued to date;
- 18 5. For Plaintiff’s costs of suit;
- 19 6. For Punitive damages;
- 20 7. For injunctive and / or declaratory relief; and
- 21 8. For all other and further relief that the Court may deem just and proper.

22
23 DATED: October 19, 2019

24
25 By: _____
26 Tasha Alyssa Hill
27 David S. Ratner
28 Attorneys for Plaintiff
DEIDRE FINLEY
(AKA DEDREK FINLEY)