

1 Mariah C. Thompson (SBN 301989)  
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
2 3747 E. Shields Avenue  
Fresno, CA 93726  
3 Telephone: (559) 441-8721  
Facsimile: (559) 441-0724

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By: C. York, Deputy

4 Ilene J. Jacobs (SBN 126812)  
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
5 511 D Street  
P.O. Box 2600  
6 Marysville, CA 95901  
7 Telephone: (530) 742-7235  
Facsimile: (530) 741-0854

8 Marisol F. Aguilar (SBN 294796)  
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.  
9 1111 I St., Suite 310  
Modesto, CA 95354  
10 Telephone: (209) 577-3811  
11 Facsimile: (209) 577-1098

12 Attorneys for Plaintiffs

13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **IN AND FOR THE COUNTY OF FRESNO**

15 GRUPO COMUNITARIO DE SAN MIGUEL  
16 CUEVAS,

17 Plaintiff,

18 vs.

19 HARMONY COMMUNITIES, INC; SHADY  
20 LAKES MANUFACTURED HOUSING  
COMMUNITY, LLC; KMLM INVESTORS, LLC;  
DOES 1-10,

21 Defendants.

Case No.: [19CECG04575](#)

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF**

**JURY TRIAL DEMANDED**

22  
23 **INTRODUCTION**

24 1. Plaintiff GRUPO COMUNITARIO DE SAN MIGUEL CUEVAS is an unincorporated  
25 resident association that primarily represents low-wage farmworker families residing in Shady Lakes  
26 Mobile Home Park (Shady Lakes Park or the Park), a mobile home park located at 5665 S. Chestnut Ave.,  
27 Fresno, CA 93725. Plaintiff represents more than half of the families residing in the Park. Defendant  
28 SHADY LAKES MANUFACTURED HOUSING COMMUNITY, LLC (SHADY LAKES LLC) is an

1 out-of-state limited liability company registered in the State of California, and KMLM INVESTORS, LLC  
2 (KMLM INVESTORS), is a California limited liability company.

3 2. SHADY LAKES LLC and KMLM INVESTORS LCC purchased the Park as joint tenants  
4 in approximately April 2019. Defendant HARMONY COMMUNITIES, INC. (HARMONY  
5 COMMUNITIES) operates and manages the Park, accepting rent from residents on behalf of SHADY  
6 LAKES LLC and KMLM INVESTORS.

7 3. Defendant HARMONY COMMUNITIES increased rent by thirty-two percent (32%)  
8 almost immediately after SHADY LAKES LLC and KMLM INVESTORS purchased the park.  
9 HARMONY COMMUNITIES also sent park residents a lease agreement lacking terms required by  
10 applicable law, and twenty-nine (29) proposed rules and regulations that are unreasonable and vague.  
11 These documents are only in English and many residents in the Park were unable to read them.  
12 HARMONY COMMUNITIES staff threatened residents who voiced their opposition to the new rules and  
13 requested Spanish documents in a community meeting in May 2019, telling the residents that they could  
14 leave if they did not agree with them and that failure to comply with the lease and rules would lead to their  
15 evictions.

16 4. Defendants maintained the Park in an offensive, noxious, and unhealthy condition for at  
17 least eight-months. From the day Defendants purchased the Park until approximately December 2019,  
18 the Park was permeated by an odor of sewage from the on-site wastewater treatment facility that prevented  
19 residents from enjoying the outdoors. Plaintiff's counsel reported the sewage odor to the Central Valley  
20 Regional Water Board (CWB) in June and July 2019. The CWB inspected the Park and issued a Notice  
21 of Violation to SHADY LAKES LLC for public nuisance because of the odor. The notice from CWB  
22 cited SHADY LAKES LLC for thirty-one (31) other violations of their waste discharge requirements.  
23 Plaintiff's counsel sent a letter to Defendant HARMONY COMMUNITIES on July 22, 2019 stating that  
24 the proposed rental increase was unlawful due to the ongoing nuisance conditions in the Park and that the  
25 nuisance must be abated. Defendants did not resolve the sewage odor until approximately December 2019.

26 5. Defendants have failed to maintain the common areas of the Park in good condition. The  
27 Defendants have failed to address ongoing road maintenance issues, have not fixed multiple nonfunctional  
28 street lights in the Park, do not perform routine maintenance of the Park grounds, and have not maintained

1 the laundry facilities. Plaintiff has informed HARMONY COMMUNITIES of these issues on multiple  
2 occasions and HARMONY COMMUNITIES has not addressed them.

3 6. HARMONY COMMUNITIES issued seven-day notices to Plaintiff's members,  
4 threatening eviction, almost immediately after Plaintiff's July 22, 2019 letter. The notices, dated August  
5 1, 2019, threaten to evict residents for such alleged acts as having Christmas lights on their homes, or  
6 doormats, children's toys, recycling bins, outdoor landscaping or maintenance tools outdoors. This  
7 conduct caused the Plaintiff's members to feel harassed, intimidated, and threatened them with the loss of  
8 their home after exercising their rights. HARMONY COMMUNITIES issued sixty-day eviction notices,  
9 based on the seven-day notices, in September 2019, including a notice to an elderly woman raising her  
10 grandchildren for allegedly failing to cover a trailer hitch.

11 7. Plaintiff sent Defendants, through their agent HARMONY COMMUNITIES, four demand  
12 letters between July and October 2019 opposing the rental increase, retaliatory rule enforcement, new  
13 rules and procedures, unreasonable seven-day notices, potential evictions, failure to provide documents in  
14 Spanish, and failure to remedy the sewage smell on the property. Plaintiff sent additional emails to  
15 HARMONY COMMUNITIES' counsel between October and December 2019 requesting additional  
16 information regarding the onsite wastewater operations and demanding that previous maintenance  
17 demands be honored. HARMONY COMMUNITIES, through its counsel, responded to Plaintiff's letters  
18 and refused to make any change to its actions and policies. HARMONY COMMUNITIES conducted  
19 almost no additional maintenance after these requests, with the exception of installing a door on the  
20 laundry room.

21 8. SHADY LAKES LLC, KMLM INVESTORS, LLC and HARMONY COMMUNITIES  
22 have unlawfully collected and increased rent despite their ongoing violations of state and federal laws,  
23 have refused to provide Spanish language documents to residents, have refused to maintain common  
24 facilities in the Park, continue to harass and retaliate against residents for exercising their rights, and are  
25 serving unlawful notices to residents.

#### 26 VENUE

27 9. Venue is proper in the Fresno County Judicial District under Code of Civil Procedure  
28 §392(a)(1) because Plaintiff's property is in Fresno County and Plaintiff's injury occurred there.



1 COMMUNITIES, INC is a Corporation initially registered in the State of California in 2009 under the  
2 name Partners Property Management, Inc. Plaintiff also is informed and believes and so alleges that  
3 Defendant HARMONY COMMUNITIES, INC. changed its name to its present one in May 2017.  
4 HARMONY COMMUNITIES, INC. states in its 2019 Statement of Information, filed with the California  
5 Secretary of State, that its principal executive office, principal place of business, and mailing address are  
6 6653 Embarcadero Drive, Suite C, Stockton, CA 95219. The 2019 Statement of Information states that  
7 the Chief Executive Officer and Chief Financial Officer for HARMONY COMMUNITIES, INC. is Bruce  
8 Davies, and the Secretary is Molly Thompson. The 2019 Statement of Information states that the sole  
9 Director and Agent for Service of Process for HARMONY COMMUNITIES, INC. is Bruce Davies,  
10 located at 6653 Embarcadero Drive, Suite C, Stockton, CA 95219.

11 16. Plaintiff is informed and believes, and so alleges that HARMONY COMMUNITIES, INC.  
12 operated and managed the Park at all times relevant to this Complaint.

13 17. The true names or capacities, whether individual, corporate, associate, or otherwise, of  
14 Defendants DOE 1 through DOE 10 are unknown to Plaintiff, who therefore sues these Defendants by  
15 fictitious names, and will amend this complaint to show their true names and capacities when ascertained.  
16 Plaintiff is informed and believes and so alleges that each of the Defendants designated as a DOE is  
17 responsible in some manner for the claims alleged in this Complaint and thereby proximately caused  
18 injuries and damages to the Plaintiffs as alleged.

19 18. Plaintiff is informed and believes, and so alleges that at all relevant times each of the  
20 Defendants was the agent and/or employee of each of the remaining Defendants, and in doing the things  
21 alleged, was acting within the course and scope of such agency and/or employment.

#### 22 **FACTUAL ALLEGATIONS**

23 19. Plaintiff GRUPO COMUNITARIO DE SAN MIGUEL CUEVAS is an unincorporated  
24 resident association representing primarily low-wage farmworker families. Plaintiff's members reside,  
25 and at all relevant times have resided, in Shady Lakes Park. The ethnicity of nearly every member of  
26 GRUPO COMUNITARIO DE SAN MIGUEL CUENVAS is Mixteco, an indigenous Mexican group  
27 originating in the state of Oaxaca, Mexico. Many of Plaintiff's members have limited English language  
28 skills and cannot read, speak, or write proficiently in English. Most individuals speak primarily Mixteco,

1 an indigenous language, Spanish, or both.

2 20. Plaintiffs are informed and believed and so allege that Defendant SHADY LAKES  
3 MANUFACTURED HOUSING COMMUNITY, LLC (SHADY LAKES LLC) and KMLM  
4 INVESTORS, LLC (KMLM INVESTORS) purchased Shady Lakes Mobile Home Park as joint tenants  
5 in or about April 2019.

6 21. Plaintiff's members are mobile home homeowners who rent the spaces in which their  
7 homes are located. Plaintiff's members commenced their tenancies in Shady Lakes Park prior to April  
8 2019, when the Park was purchased by Defendants. Plaintiff's members did not receive written lease  
9 agreements or park rules and regulations from the previous park owners; Plaintiff's members paid rent  
10 monthly pursuant to an oral lease agreement.

11 22. Each of Plaintiff's members' families rents a space in the Park from Defendants SHADY  
12 LAKES LLC and KMLM INVESTORS, LLC. Defendant HARMONY COMMUNITIES provides  
13 property management services and operates Shady Lakes Park on a day-to-day basis. Plaintiff's members  
14 each have an oral rental agreement and currently pay rent of five-hundred and twenty-five dollars  
15 (\$525.00) monthly to SHADY LAKES LLC. HARMONY COMMUNITIES collects the rent payments  
16 on behalf of Defendant SHADY LAKES LLC. HARMONY COMMUNITIES has accepted rental  
17 payments from Plaintiff's members since purchasing the park in April 2019.

18 23. Defendant HARMONY COMMUNITIES sent residents of Shady Lakes Park a packet of  
19 documents on or about April 30, 2019. HARMONY COMMUNITIES provided these documents only in  
20 English. The packet included: a lease agreement that did not include the amount of rent or a copy of the  
21 Mobilehome Residency Law; twenty-nine proposed rules and regulations for the park; and, a notice of a  
22 thirty-two percent (32%) rental increase from three-hundred and ninety-five dollars (\$395) to five-hundred  
23 and twenty-five dollars (\$525). Plaintiffs are informed and believe and so allege that previous rental  
24 increases in the Shady Lakes Park were approximately ten-dollars (\$10), or 2.6% per increase, and  
25 occurred twice in 2018. Defendants are in violation of multiple state and federal laws so they may not  
26 increase or collect rent while the violations continue.

27 24. The proposed rules are oppressive, unreasonable, unnecessary, vague, arbitrary, and will  
28 interfere with Plaintiff's members' right to enjoy and use their private property because they grant

1 HARMONY COMMUNITIES the authority to control every aspect of how residents of the Park utilize  
2 the outside area of their home. Residents are prohibited from having anything outside of their homes other  
3 than a barbeque, bicycles, patio furniture and a shed that must be approved by HARMONY  
4 COMMUNITIES. The rules grant HARMONY COMMUNITIES the sole authority to decide whether a  
5 homeowner can install an air-conditioner and where it must be installed, must approve the height, material,  
6 and color of fences, must approve the color and material of awnings and skirtings which tenants are  
7 required to install at their own expense.

8 25. HARMONY COMMUNITIES held a meeting in Shady Lakes Park on May 24, 2019 to  
9 discuss the lease agreement and proposed rules and regulations. This meeting was hosted by HARMONY  
10 COMMUNITIES staff. Plaintiff's members told HARMONY COMMUNITIES staff in the May 24, 2019  
11 meeting that they did not consent to the rental increase or the proposed rules and regulations because the  
12 rent increase was unreasonably high, and the proposed rules and regulations were burdensome,  
13 unreasonable, oppressive, and unnecessary. Residents requested changes to the rules including the  
14 restrictions on parking, appearance of homes, and the prohibition against hanging laundry outside to dry.  
15 HARMONY COMMUNITIES staff told residents that if they did not like the new rules and regulations  
16 they should leave, and if they violated them they could be evicted. HARMONY COMMUNITIES stated  
17 in a letter dated August 22, 2019 that it would begin enforcement of the proposed rules on November 1,  
18 2019 without changes.

19 26. A property manager employed by HARMONY COMMUNITIES provided Spanish  
20 language interpretation in the May 24, 2019 meeting. The interpretation services were inadequate and  
21 residents who did not speak English did not receive the same level of communication and service as  
22 English-speaking residents. Plaintiff's members told HARMONY COMMUNITIES staff in the May 24,  
23 2019 meeting that they were unable to fully understand or comply with the new lease and proposed rules  
24 and regulations because those documents had been provided only in English. Residents requested copies  
25 of the lease agreement, rules, notices, and all other documents in Spanish. HARMONY COMMUNITIES  
26 staff stated in the meeting that these documents would not be provided in Spanish. Plaintiff again requested  
27 these documents in Spanish translation, through their legal counsel, in letters dated August 12 and  
28 September 24, 2019. HARMONY COMMUNITIES sent response letters dated August 22 and October

1 2, 2019 stating that HARMONY COMMUNITIES does not provide Spanish language documents and  
2 would not provide translated versions of these documents. Several residents signed the lease agreements  
3 because they were afraid that they would otherwise be evicted.

4 27. HARMONY COMMUNITIES' staff entered Plaintiff's members' yards and took  
5 photographs of the members' homes directly after the May 24, 2019 meeting. A property manager took  
6 additional photos on other occasions shortly after the May 24, 2019 meeting. HARMONY  
7 COMMUNITIES did not conduct any maintenance work on the properties during these entries and no  
8 exigent circumstances existed. Plaintiff's members are informed and believe and so allege that  
9 HARMONY COMMUNITIES took these actions to intimidate and retaliate against residents after they  
10 lawfully exercised their rights to request documents in Spanish and oppose the proposed rules.

11 28. HARMONY COMMUNITIES issued seven-day notices to residents in August 2019. The  
12 notices stated that residents were in violation of park rules and that HARMONY COMMUNITIES may  
13 evict them if they did not correct the alleged violations within seven days. HARMONY COMMUNITIES  
14 cited residents for such alleged rule violations as having a door mat or shoes on the porch, a broom on the  
15 porch, a shoe rack for their dirty work boots, or children's toys outside. Two residents received notices  
16 citing them for having Christmas lights on their homes. Plaintiff is informed and believes and so alleges  
17 that HARMONY COMMUNITIES issued these notices in retaliation for Plaintiff's members exercise of  
18 their legal rights.

19 29. HARMONY COMMUNITIES asserted in a letter dated August 22, 2019 that the earlier  
20 notices enforced park rules that were in effect when SHADY LAKES LLC and KMLM INVESTORS  
21 LLC purchased Shady Lakes Park, in or about April 2019. HARMONY COMMUNITIES, through their  
22 attorney, sent Plaintiff's counsel a copy of the allegedly current park rules on August 28, 2019. The rules  
23 are dated 2004. Plaintiff's members, who include more than half of the families living in Shady Lakes,  
24 had not previously seen these rules. These rules are not posted in the common areas of the Park and  
25 HARMONY COMMUNITIES did not make these rules available to residents before sending out notices  
26 to enforce them.

27 30. Plaintiff, through their counsel, informed HARMONY COMMUNITIES in a September  
28 24, 2019 letter that Plaintiff's members never had been provided with the alleged 2004 rules. Plaintiff



1 asked HARMONY COMMUNITIES to retract the seven-day notices because residents could not comply  
2 with rules they had not previously seen. HARMONY COMMUNITIES, through its counsel, responded  
3 in an October 2, 2019 letter stating that it would continue to enforce the 2004 rules and would not retract  
4 the seven-day notices.

5 31. Plaintiff's members are informed and believe and so allege that HARMONY  
6 COMMUNITIES started to evict residents based on the seven-day notices in or about September 2019.  
7 Two families and possibly more have received sixty-day eviction notices mandating that the family vacate  
8 the park and either remove their mobile home or sell it. The affected residents include an elderly woman  
9 that has lived in Shady Lakes Park for over fifteen (15) years and is raising her grandchildren there. She  
10 received a sixty (60) day eviction notice for allegedly failing to cover the trailer hitch of her mobile home  
11 even though 2004 rules do not mention trailer hitches. Any families that are evicted from the park will  
12 almost certainly lose possession of the mobile homes due to the significant difficulty of moving them.

13 32. Defendants maintained Shady Lakes Park in offensive, noxious, and unhealthy conditions  
14 for approximately eight (8) months. The Park had an odor of sewage from the on-site wastewater treatment  
15 facility from at least the date Defendants KMLM INVESTORS and SHADY LAKES LLC purchased the  
16 Park until approximately December 2019. The severe odor was worse in the warm weather. The odor  
17 prevented many of Plaintiff's members' families from opening their windows, letting children play in the  
18 lawn area, spending time outside, or using the common laundry facilities without being exposed to the  
19 offensive, noxious, intolerable conditions. The conditions in the Park constituted a public and private  
20 nuisance within the meaning of §§3479, 3481 of the Civil Code and The Mobilehome Residency Law,  
21 Civil Code §798.87.

22 33. Plaintiff, through counsel, notified the Central Valley Regional Water Quality Control  
23 Board (the CWB) about the nuisance conditions on July 12, 2019. Plaintiff is informed and believes, and  
24 so alleges that on or about July 18, 2019 the CWB conducted an inspection of the wastewater treatment  
25 facility in Shady Lakes Park. Plaintiff is informed and believes, and so alleges that an agent of Defendants  
26 was present for the inspection. Plaintiff, through counsel, sent a demand letter to Defendants on July 22,  
27 2019 stating that the offensive odors creating a nuisance in the Park must be remediated and that the  
28 proposed rental increase was unlawful due to the ongoing nuisance conditions in the Park. Defendants

1 sent a reply letter to Plaintiff on July 29, 2019 stating that no nuisance or habitability conditions existed  
2 in Shady Lakes Park and the rent increase would remain in effect.

3 34. Plaintiff is informed and believes, and so alleges that the CWB sent a Notice of Violation  
4 on August 9, 2019 by certified mail to Bruce Davies, agent for service of process for Defendant SHADY  
5 LAKES LLC, finding SHADY LAKES LLC in violation of its wastewater discharge permit for creating  
6 a public nuisance due to objectional odors onsite, and for thirty-one (31) additional violations related  
7 primarily to water quality and treatment. The notice requires SHADY LAKES LLC to present a written  
8 plan detailing how it intends to resolve these conditions.

9 35. Plaintiff is informed and believes, and so alleges that SHADY LAKES LLC provided a  
10 written response to the Water Board on September 9, 2019 acknowledging the odor problems and stating  
11 that equipment modifications, training practices, and sampling and reporting methods would be  
12 implemented before November 2019. Plaintiff is informed and believes, and so alleges that SHADY  
13 LAKES LLC submitted a Report of Waste Discharge (RWD) to the CWB in November 2019 to apply for  
14 a new permit to operate. Plaintiff's members are informed and believe and so allege that the CWB  
15 completed an additional inspection of the facility in December 2019 and concluded that the odor nuisance  
16 had been abated.

17 36. HARMONY COMMUNITIES installed water meters at each of the mobile home sites in  
18 November 2019. HARMONY COMMUNITIES, through its agents, caused the water to be shut off for  
19 several hours on multiple occasions without providing residents with any notice. Plaintiffs are informed  
20 and believe, and therefore allege that CWB staff had informed HARMONY COMMUNITIES, through  
21 its agent, in early 2019 that water shut offs without notice are impermissible. Plaintiff, through its counsel,  
22 reported the November 2019 shut offs to the CWB and sent a letter to HARMONY COMMUNITIES'  
23 counsel on November 20, 2019 stating that the shut offs were impermissible without notice. The letter  
24 contained the contact information for the CWB staff member that Plaintiff's counsel had spoken to.

25 37. Defendant HARMONY COMMUNITIES has failed to maintain the physical  
26 improvements and common areas in the Park. The roads in the Park are in substandard condition and  
27 contain many holes, cracks, and breaks in the asphalt. The laundry facilities have broken laundry  
28 machines, a broken vending machine, and are not cleaned by HARMONY COMMUNITIES' staff.

1 Multiple street lights in the Park are non-functional; several locations in the Park have no lighting at night  
2 and are dangerous for residents to walk in. HARMONY COMMUNITIES fails to clean leaves and other  
3 debris off the roads in the park or to perform routine maintenance of the facilities. An elderly resident has  
4 taken over cleaning up areas of the Park due to the failure of HARMONY COMMUNITIES to meet their  
5 obligations. This resident is not paid by HARMONY COMMUNITIES for his work.

6 38. Plaintiff sent demand letters to Defendants July 22, 2019, August 12, 2019, September 24,  
7 2019, October 2, 2019, and November 11, 2019, and sent additional emails to Defendants' counsel during  
8 the same period. These letters and emails state that (a) the thirty-two percent (32%) rent increase instituted  
9 by Defendants was unlawful and unreasonable; (b) Defendants must address the ongoing nuisance  
10 conditions in the park; (c) HARMONY COMMUNITIES must not send retaliatory, unreasonable,  
11 unlawful and harassing notices to residents or evict them based on these notices, and the notices must be  
12 retracted; (d) Defendants must provide the lease agreement, rules and other documents in Spanish; (e) any  
13 additional rental increases would be unlawful; (f) conditions in the park need improvement and  
14 maintenance, such as roads, the laundry room, and the lights.

15 39. HARMONY COMMUNITIES stated in written responses that (a) the 32% rental increase  
16 would go into effect as planned; (b) no nuisance conditions existed in the Park; (c) no changes would be  
17 made to the proposed rules and they would go into effect November 1, 2019; (d) the seven-day notices  
18 sent in August 2019 would not be retracted; (e) HARMONY COMMUNITIES does not and would not  
19 provide translated leases and rules and regulations; (f) Shady Lakes LLC was considering equalizing rent  
20 disparities and that equalization would include a rent increase; (g) common area maintenance would be  
21 evaluated but that residents were responsible for damage to laundry facilities.

22 40. Plaintiff's members will suffer irreparable injury unless Defendants, and each of them, are  
23 enjoined from continuing their course of conduct. Plaintiff's members will be in continual and significant  
24 risk of losing their homes if Defendants continue to issue unlawful, retaliatory, and unreasonable seven-  
25 day notices and eviction notices. Eviction of Plaintiff's members will deprive them of the lawful use and  
26 enjoyment of their own home, will endanger their family, and may result in homelessness that can have  
27 lifelong negative impacts. Elderly residents or residents with illnesses will be in additional continual risk  
28 of adverse health consequences that might result from losing their homes and potentially becoming

1 homeless. Plaintiff's members will be at significant risk of losing their homes because mobile homes are  
2 difficult to move. Plaintiff's members likely will have to leave them in place if evicted. Plaintiff's  
3 members will experience ongoing fear, emotional distress, anxiety, frustration, and inconvenience if  
4 Defendants and their agents continue to issue unlawful seven-day notices and evictions.

5 41. Plaintiff's members will suffer irreparable injury unless Defendants, and each of them, are  
6 enjoined from failing to provide residents with a lease agreement and proposed rules and regulations in  
7 Spanish. Plaintiffs members will experience ongoing anxiety, fear, emotional distress, frustration and  
8 inconvenience if they are unable to understand their rights and obligations under the lease agreement and  
9 proposed rules and regulations. Plaintiff's members will experience continued risk of receiving notices  
10 for alleged violations of rules they cannot read, preventing them from complying with the notices and  
11 ultimately risking loss of their home and displacement due to an eviction.

12 42. Plaintiffs have no plain, speedy, or adequate remedy at law, and injunctive relief is  
13 expressly authorized by Sections 526 and 731 of the Code of Civil Procedure.

14 **FIRST CAUSE OF ACTION**

15 **PRIVATE NUISANCE**  
16 **Civil Code §3481**

17 43. Plaintiffs re-allege and incorporate into this paragraph Paragraphs 1-42.

18 44. Defendants SHADY LAKES MOBILE HOME COMMUNITY, LLC and KMLM  
19 INVESTMENTS, LLC have at all times relevant to this lawsuit owned the property located at 5565 S.  
20 Chestnut Avenue, Fresno, CA 93725 which consists of a parcel and Shady Lakes Mobile Home Park.

21 45. Plaintiff's members own and occupy mobile homes in the Park and rent spaces for their  
22 mobile homes from Defendants SHADY LAKES MOBILE HOME COMMUNITY, LLC and KMLM  
23 INVESTMENTS, LLC.

24 46. Defendants SHADY LAKES MOBILE HOME COMMUNITY, LLC and KMLM  
25 INVESTMENTS, LLC. since their purchase of the Property until approximately December 2019,  
26 maintained the parcel and mobile home park in an offensive, unhealthy condition by failing to abate  
27 ongoing noxious odors emanating from the on-site wastewater treatment plant.

28 47. These conditions interfered with Plaintiff's members' use and enjoyment of their property.

1 48. Defendants were aware of the offensive and unhealthy conditions on the Property located  
2 at 5565 S. Chestnut Avenue, Fresno, CA 93725.

3 49. The conditions on Defendants' property constituted a private nuisance within the meaning  
4 of §3479 and §3481 in that they continually interfered with Plaintiff's members use and enjoyment of  
5 their property by causing an offensive and noxious odor that permeated the common facilities, lawn, and  
6 residences located in Shady Lakes Mobile Home Park. The odor prevented Plaintiff's members from  
7 opening their windows or spending time outside without being exposed to it, and depreciated the property  
8 value of Plaintiff's members' homes.

9 50. Plaintiff's members have suffered from the following as a direct and proximate result of  
10 the private nuisance created by Defendants: interference with the use and enjoyment of their property,  
11 mental anguish and emotional or physical distress, annoyance and inconvenience, loss of property value.  
12 Plaintiffs are entitled to receive compensatory damages in amounts to be determined at trial.

13 51. The seriousness of the harm caused by Defendants outweighs any public benefit.

14 **SECOND CAUSE OF ACTION**

15 **PUBLIC NUISANCE:**  
16 **Civil Code §3480**

17 52. Plaintiff re-alleges and incorporate into this paragraph Paragraphs 1-51.

18 53. Defendants maintained the Park in an unsanitary and unhealthy condition and in a serious  
19 state of disrepair from their purchase of the Park until approximately December 2019. These conditions  
20 were harmful to the public health, offensive to the senses, and interfered with Plaintiff's members' and  
21 the entire community's comfortable enjoyment of their property.

22 54. Defendants were aware of the offensive and unhealthy conditions in the Park. Defendants'  
23 failure to abate the conditions was unreasonable.

24 55. The conditions in the Park constituted a public and private nuisance within the meaning of  
25 §3480 of the Civil Code in that they were a danger to the health of the neighborhood and interfered with  
26 ability of Plaintiff's members, and the community at large, to use and enjoy their property. These  
27 conditions were especially injurious to Plaintiff's members because their homes are in the Park adjacent  
28 to the wastewater treatment facility.





1 Defendants issued these notices to harass, intimidate, and retaliate against residents for exercising their  
2 legal rights.

3 76. Defendants have issued seven-day notices and eviction notices without demonstrating that  
4 any rule or regulation has been violated.

5 77. Defendants' conduct is deliberate, willful, and retaliatory.

6 78. Plaintiff's members will suffer irreparable injury unless Defendants, and each of them, are  
7 enjoined from continuing their course of conduct. Plaintiff's members will be in continual and significant  
8 risk of losing their homes and livelihoods if Defendants continue to issue unlawful, retaliatory, and  
9 unreasonable seven-day notices and eviction notices. Plaintiffs members have and will continue to  
10 experience ongoing fear, emotional distress, anxiety, frustration, and inconvenience if Defendants and  
11 their agents continue to issue unlawful seven-day notices and evictions.

12 79. Plaintiffs are entitled to receive compensatory, statutory, and punitive damages in amounts  
13 to be determined at trial.

14 **FIFTH CAUSE OF ACTION**

15 **VIOLATION OF MOBILEHOME RESIDENCY LAW**  
16 **Civil Code §798.15**

17 80. Plaintiff re-alleges and incorporates into this paragraph Paragraphs 1-79.

18 81. Shady Lakes Mobile Home Park is a mobile home park within the definition of Cal. Civ.  
19 Code §798.4 and is subject to the California Mobilehome Residency Law.

20 82. Defendant HARMONY COMMUNITIES, as agent of Defendants SHADY LAKES  
21 MOBILE HOME COMMUNITIES, LLC and KMLM INVESTORS, LLC, sent Plaintiff's members and,  
22 on information and belief, other residents of Shady Lakes Park, a lease agreement, on or about April 30,  
23 2019.

24 83. The lease agreement failed to contain the price of rent and failed to include a copy of the  
25 Mobilehome Residency Law as required by the Mobilehome Residency Law.

26 84. Plaintiff's members have been harmed because of Defendants' conduct. Plaintiff's  
27 members have been deprived of the opportunity to review and exercise their legal rights under the  
28 Mobilehome Residency Law, and have been unlawfully denied the opportunity to review the full terms of



1 the lease agreement before choosing whether to sign it.

2 85. Plaintiff's members have been harmed, and continue to be harmed, as a direct and  
3 proximate result of Defendants' conduct. Plaintiff's members have suffered, and continue to suffer,  
4 inconvenience, frustration, insecurity, and confusion because Defendants provided a lease agreement that  
5 failed to include all legally mandated terms.

6 86. Defendant's conduct was willful.

7 87. Plaintiffs are entitled to statutory and punitive damages in amounts to be determined at  
8 trial.

9 **SIXTH CAUSE OF ACTION**

10 **VIOLATION OF MOBILEHOME RESIDENCY LAW**  
11 **Civil Code §798.26**

12 88. Plaintiff re-alleges and incorporates into this paragraph Paragraphs 1-87.

13 89. Shady Lakes Mobile Home Park is a mobile home park within the definition of Cal. Civ.  
14 Code §798.4 and is subject to the California Mobilehome Residency Law.

15 90. Defendant HARMONY COMMUNITIES' staff opened Plaintiff's members gates and  
16 entered Plaintiff's members' yards without consent for the sole purpose of taking photographs and  
17 intimidating residents.

18 91. Defendant's staff performed no maintenance during these non-consensual entries.

19 92. Plaintiff's members have been harmed as a direct and proximate result of Defendants'  
20 conduct. Plaintiff's members have suffered embarrassment, fear, anxiety, frustration and inconvenience  
21 because Defendants entered their yards, photographed their homes, and engaged in intimidating actions  
22 without their consent.

23 93. Plaintiff is entitled to an award of statutory damages for Defendants' unlawful entry.

24 **SEVENTH CAUSE OF ACTION**

25 **VIOLATION OF CIVIL CODE 1632: FAILURE TO PROVIDE TRANSLATED CONTRACT**  
26 **Civil Code §1632**

27 94. Plaintiff re-alleges and incorporates into this paragraph Paragraphs 1-93.

28 95. Defendants SHADY LAKES MOBILE HOME COMMUNITY, LLC, KMLM

1 INVESTMENTS, LLC, and HARMONY COMMUNITIES, LLC, at all times relevant to this lawsuit have  
2 engaged in the business of purchasing and operating mobile home parks and renting spaces in mobile  
3 home parks to mobile homeowners.

4 96. Plaintiff is informed and believes and so alleges that Defendant HARMONY  
5 COMMUNITIES operates and manages Shady Lakes Mobile Home Park and is responsible for  
6 negotiating and executing lease agreements with tenants.

7 97. Defendant HARMONY COMMUNITIES met with Plaintiff's members and negotiated a  
8 lease agreement and proposed rules and regulations with them. Plaintiff is informed and believes and so  
9 alleges that other residents of the Park were present in the meeting. Defendant HARMONY  
10 COMMUNITIES provided an interpreter to communicate with Plaintiff's members in Spanish during the  
11 negotiation.

12 98. Plaintiff's members, on multiple occasions, requested from HARMONY COMMUNITIES  
13 a Spanish translation of the lease agreement, park rules, and park regulations that were negotiated during  
14 that meeting.

15 99. Defendant HARMONY COMMUNITIES has on each occasion refused to provide these  
16 documents in Spanish.

17 100. Defendant HARMONY COMMUNITIES' conduct was willful.

18 101. Plaintiff's members have been harmed, and continue to be harmed, as a direct and  
19 proximate result of Defendants' conduct. Plaintiff's members have been deprived of the written contract  
20 that they are entitled to by law, and of the opportunity to review the lease agreement and the proposed  
21 park rules and regulations before choosing to sign the lease. Plaintiff's members have suffered, and  
22 continue to suffer, anxiety, fear, apprehension, uncertainty, inconvenience, frustration and confusion as a  
23 result of Defendant HARMONY COMMUNITIES' refusal to provide the lease agreement and proposed  
24 rules and regulations in Spanish. Plaintiffs live in fear of being evicted for failure to comply with rules  
25 they cannot read.

26 102. Plaintiffs are entitled to compensatory damages in an amount to be determined at trial.

27 ///

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1 **EIGHTH CAUSE OF ACTION**

2 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

3 103. Plaintiff re-alleges and incorporates into this paragraph Paragraphs 1-102.

4 104. Defendants SHADY LAKES MOBILE HOME COMMUNITY, LLC and KMLM  
5 INVESTORS, LLC entered into oral contracts with Plaintiff's members in or about April 2019 upon their  
6 purchase of Shady Lakes Mobile Home Park. The terms of the contract were clear enough that all parties  
7 understood their obligations.

8 105. Plaintiff's members gave as consideration monthly rental payments in exchange for a space  
9 in the mobile home park to park their homes. Defendants SHADY LAKES MOBILE HOME  
10 COMMUNITY, LLC and KMLM INVESTORS, LLC, through their agent HARMONY  
11 COMMUNITIES, LLC, accepted this consideration in exchange for renting a space to Plaintiff's  
12 members.

13 106. The parties agreed to the terms of the contract.

14 107. Plaintiff's members performed all or substantially all of their obligations under the contract  
15 by paying rent monthly to HARMONY COMMUNITIES, LLC.

16 108. All conditions required for HARMONY COMMUNITIES, LLC's performance under the  
17 contract had occurred.

18 109. Defendant HARMONY COMMUNITIES, LLC unfairly interfered with Plaintiff's  
19 members' right to receive the benefits of the rental contract by intimidating and harassing residents with  
20 unlawful seven-day notices, oppressive and unreasonable enforcement of park rules, refusing to provide  
21 the lease agreement and rules and regulations in Spanish, and beginning to unlawfully evict residents.

22 110. Defendant HARMONY COMMUNITIES' conduct was willful.

23 111. Plaintiff's members have been harmed, and continue to be harmed, as a direct and  
24 proximate result of Defendants' conduct. Plaintiff's members have suffered, and continue to suffer fear,  
25 anxiety, emotional distress, embarrassment, humiliation, frustration, inconvenience and annoyance  
26 because of HARMONY COMMUNITIES' conduct and are unable to freely use and enjoy their property.

27 112. Plaintiff's members are entitled to compensatory damages in an amount to be determined  
28 at trial.

1 NINTH CAUSE OF ACTION

2 **VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT: HOUSING**  
3 **DISCRIMINATION**  
4 **Gov't Codes §12955, §19240 (a)**

5 113. Plaintiff's members re-allege and incorporate into this paragraph Paragraphs 1-112.

6 114. Defendants SHADY LAKES MOBILE HOME COMMUNITY, LLC and KMLM  
7 INVESTMENTS, LLC. at all times relevant to this lawsuit, as owners and providers of housing  
8 accommodations, have rented spaces to Plaintiff's members for their mobile homes.

9 115. Plaintiff is informed and believes and so alleges that Defendant HARMONY  
10 COMMUNITIES has acted at all times relevant to this lawsuit as an agent of SHADY LAKES MOBILE  
11 HOME COMMUNITY, LLC and KMLM INVESTMENTS, LLC in the daily operation and maintenance  
12 of the Property.

13 116. Plaintiff's members repeatedly have asked HARMONY COMMUNITIES to provide lease  
14 agreements and park rules and regulations in Spanish.

15 117. Defendant HARMONY COMMUNITIES has a policy and practice of refusing to offer  
16 lease agreements and park rules and regulations in Spanish despite having sufficient resources to do so.

17 118. HARMONY COMUNITIES' policies and practices have a disproportionate adverse effect  
18 on Plaintiff's members because of their race, national origin, and ancestry.

19 119. Plaintiff's members have been harmed, and continue to be harmed, as a direct and  
20 proximate result of Defendants' conduct. Plaintiff's members have suffered, and continue to suffer fear,  
21 anxiety, emotional distress, embarrassment, humiliation, frustration, inconvenience and annoyance  
22 because of HARMONY COMMUNITIES' refusal to provide translated lease agreements and park rules  
23 and regulations. Plaintiff's members are unable to understand their rights and obligations, legal  
24 protections, and opportunities for redress related to their tenancy. They also are unable to understand  
25 what is required of them under the Park rules and regulations and live in fear of being evicted for  
26 unknowingly violating them, causing anxiety, fear, discomfort, humiliation, inconvenience, and emotional  
27 distress.

28 120. Defendant HARMONY COMMUNITIES' policies and practices of providing English-

1 only lease agreements and rules and regulations are a substantial factor in causing this harm.

2 **TENTH CAUSE OF ACTION**

3 **VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT: RETALIATION**  
4 **Gov't Code §19240 (h)**

5 121. Plaintiff re-alleges and incorporates into this paragraph Paragraphs 1-120.

6 122. Plaintiff's members exercised their rights under the Fair Employment and Housing Act by  
7 asking Defendant HARMONY COMMUNITIES to provide lease agreements and proposed rules and  
8 regulations in Spanish, and by retaining legal counsel to assist them in enforcing their fair housing rights.

9 123. Defendant HARMONY COMMUNITIES refused to provide documents in Spanish and  
10 shortly thereafter issued harassing, unlawful, unreasonable, oppressive seven-day notices to Plaintiff's  
11 members threatening them with eviction, and began evicting some of Plaintiff's members.

12 124. Plaintiff's members are informed and believe and therefore allege that their actions to  
13 enforce their legal rights were a substantial motivating reason for Defendant HARMONY  
14 COMMUNITIES' decision to issue notices to and seek to evict Plaintiff's members.

15 125. Plaintiff's members have been harmed, and continue to be harmed, as a direct and  
16 proximate result of Defendants' conduct. Plaintiff's members have experienced, and continue to  
17 experience, fear, anxiety, emotional distress, inconvenience, frustration, and confusion because  
18 HARMONY COMMUNITIES has threatened them with eviction or commenced eviction against them  
19 and they may lose their homes.

20 126. Defendant HARMONY COMMUNITIES' decision to issue eviction notices and seven-  
21 day notices against Plaintiff's members was a substantial factor in causing their harm.

22 127. Plaintiff is entitled to compensatory damages in an amount to be determined at trial.

23 **ELEVENTH CAUSE OF ACTION**

24 **VIOLATION OF THE FAIR HOUSING ACT**  
25 **42 U.S.C §§3601 et seq.**

26 128. Plaintiff re-alleges and incorporates into this paragraph Paragraphs 1-127.

27 129. Shady Lakes Mobile Home Park is a dwelling within the meaning of 42 U.S.C §§3601 et  
28 seq.



1 COMMUNITIES, LLC is a business establishment providing property management services to SHADY  
2 LAKES MANUFACTURED HOME COMMUNITY, LLC and KMLM INVESTORS, LLC.

3 138. Defendants were at all relevant times and are conducting business under the laws of the  
4 State of California and the Counties of San Joaquin and Fresno. Defendants were obligated to comply  
5 with the laws of the State of California and San Joaquin and Fresno Counties in conducting business in  
6 Fresno County, California, where Shady Lakes Mobile Home Park is located, and in San Joaquin County  
7 where Defendants' business establishments are located.

8 139. Defendants violated and continue to violate applicable laws in their ownership, operation  
9 and management practices in Shady Lakes Mobile Home Park, including:

- 10 a. The Mobilehome Residency Law
- 11 b. 42 U.S.C §§3601 et seq.
- 12 c. Gov't Code §19240 (h)
- 13 c. Cal. Civil Code. §1632
- 14 d. Health and Safety Code §18602
- 15 e. 25 Cal. Code Reg. § 1102
- 16 f. 25 Cal. Code Reg. §1116
- 17 g. 25 Cal. Code Reg. § 1120
- 18 h. 25 Cal. Code Reg. §1108
- 19 i. Public and private nuisance laws

20 140. The Defendants' acts and practices constitute unlawful and unfair business practices within  
21 the meaning of Business and Professions Code §17200 *et seq.*

22 141. Plaintiff is informed, and believes, and so alleges that Defendants, and each of them, will,  
23 unless restrained by this court, continue to maintain and control Shady Lakes Mobile Home Park in  
24 violation of applicable laws.

25 142. Plaintiffs have suffered economic damages as a direct and proximate result of Defendants'  
26 unfair business practices, including depreciation in real property value and unlawful collection of rent.  
27 Plaintiffs are entitled to receive restitution in amounts to be determined at trial.

28 ///

1 **PRAYER FOR RELIEF**

2 Plaintiff requests entry of judgment against Defendants as follows:

3 1. Statutory penalties of no less than two-thousand dollars (\$2,000) per violation for each  
4 willful violation of the Mobilehome Residency Law; and granting a:

5 2. Preliminary and permanent injunction ordering Defendants to abate the nuisance existing  
6 in the Park.

7 3. Preliminary and permanent injunction enjoining Defendants from issuing notices for  
8 alleged violations of the current park rules and regulations.

9 4. Preliminary and permanent injunction prohibiting Defendants from taking any retaliatory  
10 actions against Plaintiff's members for alleged violations of the 2004 park rules and regulations or the  
11 current park rules and regulations.

12 5. Preliminary and permanent injunction prohibiting Defendants from increasing rent while  
13 they remain in violation of codes and regulations related to the safe operation and maintenance of the  
14 Park.

15 6. Preliminary and permanent injunction prohibiting Defendants from collecting rent while  
16 they remain in violation of codes and regulations related to the safe operation and maintenance of the  
17 Park.

18 7. Preliminary and permanent injunction enjoining Defendants from failing to:

19 a. Provide copies of the proposed lease agreement and all proposed park rules and  
20 regulations in Spanish.

21 b. Rescind all notices for alleged violations of the 2004 park rules and regulations.

22 c. Include all terms and conditions required by the Mobilehome Residency Law in  
23 proposed lease agreements.

24 8. Rescinding any lease agreements signed by Plaintiff's members that were not provided in  
25 Spanish.

26 9. Damages for each of Plaintiff's members as a consequence of Defendant's breach of  
27 contract.

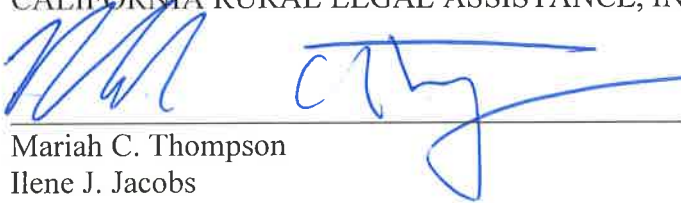
28 10. Restitution as appropriate in an amount to be determined at trial.



11. General damages in an amount to be determined at trial.
12. Special damages in an amount to be determined at trial.
13. Punitive damages in an amount to be determined at trial.
14. Interest as provided for under Cal. Civ. Code section 3288.
15. Costs of suit.
16. Reasonable attorneys' fees under Cal. Civ. Code section 798.85.
17. Such other and further relief as the Court deems proper.

Dated: December 18, 2019

Respectfully submitted,  
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.



\_\_\_\_\_  
Mariah C. Thompson  
Ilene J. Jacobs  
Marisol F. Aguilar  
*Attorneys for Plaintiffs*

