

1 **LAW OFFICE OF JIMMIE DAVIS PARKER, APC**  
2 JIMMIE DAVIS PARKER, ESQ. (SBN: 252023)  
3 4241 ARDEN WAY  
4 SAN DIEGO, CALIFORNIA 92103  
5 Tel: 619.887.3300  
6 JDParker@gmail.com

7 **LAW OFFICE OF RICHARD SCOTT LYSLE**  
8 RICHARD SCOTT LYSLE (SBN: 54022)  
9 475 WASHINGTON BLVD.  
10 MARINA DEL REY, CALIFORNIA 90292  
11 Tel: 310.822.6023  
12 lyslelaw@yahoo.com

13 Attorneys for Plaintiff Kierney Waldron  
14 and all others similarly-situated

**FILED**  
Superior Court of California  
County of Los Angeles

**FEB 07 2019**

Sherri R. Carter, Executive Officer/Clerk of Court  
By Brigitte De La Rosa Deputy  
Brigitte De La Rosa

15 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

17 KIERNEY WALDRON; ROES 1 through 100  
18 inclusive; individually, and on behalf of all others  
19 similarly situated,

20 Plaintiffs,

21 v.

22 GHP MANAGEMENT CORPORATION, a  
23 California Corporation; GH PALMER  
24 ASSOCIATES, an unincorporated association;  
25 4914 OLIVE STREET PROPERTIES, LLC, a  
26 Delaware limited liability company;  
27 BRIDEWELL PROPERTIES, LTD, a California  
28 limited partnership; CANYON SIERRA  
PROPERTIES, LLC; a Delaware limited liability  
company; CCV PARTNERSHIP II, a California  
limited partnership; EASTON INVESTMENTS  
II, a California limited partnership; FIGTER  
LIMITED, a California limited partnership; LR  
9TH AND BROADWAY, LLC, a California  
limited liability company; PALMER BOSTON  
STREET PROPERTIES II, a Delaware limited  
partnership; PALMER/CITY CENTER II, A  
CALIFORNIA LIMITED PARTNERSHIP, a  
California limited partnership; PALMER  
FLOWER STREET PROPERTIES, a California  
limited partnership; PALMER SAND CANYON,

Case No.:

[Imaged File] **19STCV03883**

CLASS ACTION

(Plaintiff Class, Cal. Code Civ. Proc., § 382)

**JURY DEMAND**

**CLASS ACTION COMPLAINT SEEKING  
DECLARATIVE RELIEF, DAMAGES,  
INJUNCTIVE RELIEF AND RESTITUTION**

1. Violation of Civil Code § 1950.5
2. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*)

**CLASS ACTION COMPLAINT SEEKING DECLARATIVE RELIEF, DAMAGES, INJUNCTIVE RELIEF  
AND RESTITUTION**

1 LTD, a California limited partnership; PALMER  
2 ST. PAUL PROPERTIES, a Delaware limited  
3 partnership; PALMER TEMPLE STREET  
4 PROPERTIES, LLC, a California limited liability  
5 company; PALMER-SAUGUS, LTD, a California  
6 limited partnership; PARK SIERRA  
7 PROPERTIES II, A CALIFORNIA LIMITED  
8 PARTNERSHIP, a California limited partnership;  
9 PARK SIERRA PROPERTIES, LTD, a California  
10 limited partnership; SAUGUS COLONY  
11 LIMITED, a California limited partnership;  
12 SOLEMINT HEIGHTS PARTNERSHIP, LP, a  
13 California limited partnership; UPLAND  
14 VILLAGE GREEN, a California limited  
15 partnership; VISCONTI APARTMENTS, LLC, a  
16 Delaware limited liability company; WARNER  
17 CENTER SUMMIT, LTD, a California limited  
18 partnership; WESTCREEK PROPERTIES LTD, a  
19 California limited partnership and DOES 1  
20 through 100, inclusive,

21 Defendants.

22 Plaintiff avers:

23 **JURISDICTION**

24 1. This Court has jurisdiction over the claims for relief asserted herein pursuant to Article  
25 6, Section 10 of the Constitution of the State of California.

26 **VENUE**

27 2. Venue of this civil action is properly fixed in Los Angeles County, California,  
28 pursuant to Sections 395 and 395.5 of the California Code of Civil Procedure.

**CERTAIN AVERMENTS UPON INFORMATION AND BELIEF**

3. The averments of fact which are contained within certain Paragraphs of this Complaint  
are made upon information and belief which may be grounded in whole or in part upon matters  
discovered through investigation conducted by the undersigned counsel.

**PARTIES**

4. Plaintiff KIERNEY WALDRON is an individual, a resident of Los Angeles County  
and a citizen of the State of California.

5. Plaintiffs ROES 1 through 100 are former tenants of one or more of the Defendants

1 herein, who, though not yet identified, are similarly situated to the above-named Plaintiff, and who  
2 may serve as additional class representatives. The true names of Plaintiffs ROES 1 through 100 will  
3 be added to this Complaint when their identities become known. Hereinafter Plaintiff KIERNEY  
4 WALDRON, and unidentified Plaintiffs ROES 1-100 shall be collectively called "Plaintiffs".

5 6. Geoffrey Palmer ("Palmer") is a Los Angeles billionaire who owns, operates and  
6 manages a Southern California multi-family residential empire consisting of over 10,000 units spread  
7 over 22 different apartment complexes each held by a different entity defendant. Mr. Palmer, a  
8 California licensed attorney and "third-generation" landlord, operates his empire from his penthouse  
9 in Beverley Hills where he oversees his complexes and acts as the self-appointed registered agent for  
10 each of the 23 of the 24 defendants (GH PALMER ASSOCIATES is not a registered entity with the  
11 State of California.). Palmer represents to the public that he holds his expansive real property  
12 portfolio via Defendant GH PALMER ASSOCIATES which proclaims on its website that "[it]  
13 currently owns a portfolio of 11,633 Southern-California apartment units, valued in excess of 4.5  
14 billion dollars."<sup>1</sup> What Palmer does not advertise on his websites is that his companies' income  
15 stream is bolstered by the uniform, systematic, unlawful and bad faith retention of residential security  
16 deposits which forms the *gravamen* of the instant suit.

17 7. In order to accomplish the uniform misappropriation of security deposits from all his  
18 tenants, Palmer has centralized security deposit administration of the 22 apartment complex  
19 defendants by tasking Defendant GHP MANAGEMENT CORPORATION with security deposit  
20 administration for all his properties. Plaintiff is informed and believes that Defendant GHP  
21 MANAGEMENT CORPORATION is an entity wholly owned by Palmer that exclusively manages  
22 Palmer's properties and Palmer's properties are exclusively managed by it (including all the  
23 Defendant apartment complexes named herein). Defendant GHP MANAGEMENT  
24 CORPORATION is located at 1082 West 7th Street Los Angeles, California 90017 and Mr. Palmer  
25 serves as its registered agent.

26 8. The 22 apartment complex defendants that are subject to GHP MANAGEMENT  
27 CORPORATION's systematic and unlawful administration of residential security deposit are the

28 <sup>1</sup> <https://www.ghpalmer.com/home/> (as it existed on Feb. 3, 2019)

1 following named defendants: (1) 4914 OLIVE STREET PROPERTIES, LLC, (2) BRIDEWELL  
2 PROPERTIES, LTD, (3) CANYON SIERRA PROPERTIES, LLC, (4) CCV PARTNERSHIP II, (5)  
3 EASTON INVESTMENTS II, (6) FIGTER LIMITED, (7) LR 9TH AND BROADWAY, LLC, (8)  
4 PALMER BOSTON STREET PROPERTIES II, (9) PALMER/CITY CENTER II, A CALIFORNIA  
5 LIMITED PARTNERSHIP, (10) PALMER FLOWER STREET PROPERTIES, (11) PALMER  
6 SAND CANYON, LTD, (12) PALMER ST PAUL PROPERTIES, (13) PALMER TEMPLE  
7 STREET PROPERTIES, LLC, (14) PALMER-SAUGUS, LTD, (15) PARK SIERRA PROPERTIES  
8 II, A CALIFORNIA LIMITED PARTNERSHIP, (16) PARK SIERRA PROPERTIES, LTD, (17)  
9 SAUGUS COLONY LIMITED, (18) SOLEMINT HEIGHTS PARTNERSHIP, LP, (19) UPLAND  
10 VILLAGE GREEN, (20) VISCONTI APARTMENTS, LLC, (21) WARNER CENTER SUMMIT  
11 LTD, and (22) WESTCREEK PROPERTIES LTD.

12 9. Defendant 4914 OLIVE STREET PROPERTIES, LLC is a Delaware limited liability  
13 company that owns and does business as “The Paseos at Montclair North.” Defendant 4914 OLIVE  
14 STREET PROPERTIES, LLC is generally located at 4914 Olive Street, Montclair, California 91763  
15 and is comprised of approximately 385 units. Mr. Palmer is the registered agent of Defendant 4914  
16 OLIVE STREET PROPERTIES, LLC. Plaintiff is informed and believes, and thereupon avers, that  
17 Mr. Palmer is the principal or sole shareholder of OLIVE STREET PROPERTIES, LLC.

18 10. Defendant BRIDEWELL PROPERTIES, LTD is a California limited partnership that  
19 owns and does business as “Pasadena Park Place Apartments.” Defendant BRIDEWELL  
20 PROPERTIES, LTD is generally located at 101 Bridewell Street, Los Angeles, California 90042 and  
21 is comprised of approximately 128 units. Mr. Palmer is the registered agent of Defendant  
22 BRIDEWELL PROPERTIES LTD. Plaintiff is informed and believes, and thereupon avers, that Mr.  
23 Palmer is the principal or sole shareholder of BRIDEWELL PROPERTIES LTD.

24 11. Defendant CANYON SIERRA PROPERTIES, LLC is a Delaware limited liability  
25 company that owns and does business as “Diamond Park Apartments.” Defendant CANYON  
26 SIERRA PROPERTIES, LLC is generally located at 27940 Solamint Road, Santa Clarita, California  
27 91387 and is comprised of approximately 256 units. Mr. Palmer is the registered agent of Defendant  
28 CANYON SIERRA PROPERTIES, LLC. Plaintiff is informed and believes, and thereupon avers,



1 that Mr. Palmer is the principal or sole shareholder of CANYON SIERRA PROPERTIES, LLC.

2 12. Defendant CCV PARTNERSHIP II is a California limited partnership that owns and  
3 does business as "Canyon Country Villas." Defendant CCV PARTNERSHIP II is generally located  
4 at 26741 N. Isabella Parkway, Santa Clarita, California 91351 and is comprised of approximately 328  
5 units. Mr. Palmer is the registered agent of Defendant CCV PARTNERSHIP II. Plaintiff is informed  
6 and believes, and thereupon avers, that Mr. Palmer is the principal or sole shareholder of CCV  
7 PARTNERSHIP II.

8 13. Defendant EASTON INVESTMENTS II is a California limited partnership that owns  
9 and does business as "The Village." Defendant EASTON INVESTMENTS II is generally located at  
10 23741 Valle Del Oro, Santa Clarita, California 91321 and is comprised of approximately 384 units.  
11 Mr. Palmer is the registered agent of Defendant EASTON INVESTMENTS II. Plaintiff is informed  
12 and believes, and thereupon avers, that Mr. Palmer is the principal or sole shareholder of EASTON  
13 INVESTMENTS II I.

14 14. Defendant FIGTER LIMITED is a California limited partnership that owns and does  
15 business as "Skyline Terrance." Defendant FIGTER LIMITED is generally located at 930 Figueroa  
16 Terrance, Los Angeles, California 90012 and is comprised of approximately 198 units. Mr. Palmer is  
17 the registered agent of Defendant FIGTER LIMITED. Plaintiff is informed and believes, and  
18 thereupon avers, that Mr. Palmer is the principal or sole shareholder of FIGTER LIMITED.

19 15. Defendant LR 9TH AND BROADWAY, LLC is a California limited liability  
20 company that owns and does business as "Broadway Palace Apartments." Defendant LR 9TH AND  
21 BROADWAY, LLC is generally located at 1026 S. Broadway, Los Angeles, California 90015 and is  
22 comprised of approximately 649 units. Mr. Palmer is the registered agent of Defendant LR 9TH  
23 AND BROADWAY, LLC. Plaintiff is informed and believes, and thereupon avers, that Mr. Palmer  
24 is the principal or sole shareholder of LR 9TH AND BROADWAY, LLC.

25 16. Defendant PALMER BOSTON STREET PROPERTIES II is a Delaware limited  
26 partnership that owns and does business as "The Orsini." Defendant PALMER BOSTON STREET  
27 PROPERTIES II is generally located at 550 North Figueroa Street, Los Angeles, California 90012  
28 and is comprised of approximately 1072 units. Mr. Palmer is the registered agent of Defendant

1 PALMER BOSTON STREET PROPERTIES II. Plaintiff is informed and believes, and thereupon  
2 avers, that Mr. Palmer is the principal or sole shareholder of PALMER BOSTON STREET  
3 PROPERTIES II.

4 17. Defendant PALMER/CITY CENTER II, A CALIFORNIA LIMITED  
5 PARTNERSHIP is a California limited partnership that owns and does business as “The Medici.”  
6 Defendant PALMER/CITY CENTER II, A CALIFORNIA LIMITED PARTNERSHIP is generally  
7 located at 725 South Bixel Street, Los Angeles, California 90017 and is comprised of approximately  
8 632 units. Mr. Palmer is the registered agent of Defendant PALMER/CITY CENTER II, A  
9 CALIFORNIA LIMITED PARTNERSHIP. Plaintiff is informed and believes, and thereupon avers,  
10 that Mr. Palmer is the principal or sole shareholder of PALMER/CITY CENTER II, A  
11 CALIFORNIA LIMITED PARTNERSHIP.

12 18. Defendant PALMER FLOWER STREET PROPERTIES is a California limited  
13 partnership that owns and does business as “The Lorenzo.” Defendant PALMER FLOWER  
14 STREET PROPERTIES is generally located at 325 West Adams, Los Angeles, California 90007 and  
15 is comprised of approximately 913 units. Mr. Palmer is the registered agent of Defendant PALMER  
16 FLOWER STREET PROPERTIES. Plaintiff is informed and believes, and thereupon avers, that Mr.  
17 Palmer is the principal or sole shareholder of PALMER FLOWER STREET PROPERTIES.

18 19. Defendant PALMER SAND CANYON, LTD is a California limited partnership that  
19 owns and does business as “Sand Canyon Villas & Townhomes.” Defendant PALMER SAND  
20 CANYON, LTD is generally located at 28923 North Prairie Lane, Santa Clarita, California 91387  
21 and is comprised of approximately 215 units. Mr. Palmer is the registered agent of Defendant  
22 PALMER FLOWER STREET PROPERTIES. Plaintiff is informed and believes, and thereupon  
23 avers, that Mr. Palmer is the principal or sole shareholder of PALMER FLOWER STREET  
24 PROPERTIES.

25 20. Defendant PALMER ST PAUL PROPERTIES is a Delaware limited partnership that  
26 owns and does business as “The Piero.” Defendant PALMER ST PAUL PROPERTIES is generally  
27 located at 616 St. Paul Avenue, Los Angeles, California 90017 and is comprised of approximately  
28 560 units. Mr. Palmer is the registered agent of Defendant PALMER ST PAUL PROPERTIES.

1 Plaintiff is informed and believes, and thereupon avers, that Mr. Palmer is the principal or sole  
2 shareholder of PALMER ST PAUL PROPERTIES.

3 21. Defendant PALMER TEMPLE STREET PROPERTIES, LLC is a California limited  
4 liability company that owns and does business as “The Da Vinci.” Defendant PALMER TEMPLE  
5 STREET PROPERTIES, LLC is generally located at 909 West Temple Street, Los Angeles,  
6 California 90012 and is comprised of approximately 526 units. Mr. Palmer is the registered agent of  
7 Defendant PALMER TEMPLE STREET PROPERTIES, LLC. Plaintiff is informed and believes,  
8 and thereupon avers, that Mr. Palmer is the principal or sole shareholder of PALMER TEMPLE  
9 STREET PROPERTIES, LLC.

10 22. Defendant PALMER-SAUGUS LTD is a California limited partnership that owns and  
11 does business as “Sand Canyon Ranch.” Defendant PALMER-SAUGUS LTD is generally located at  
12 28856 North Silver Saddle Circle, Santa Clarita, California 91387 and is comprised of approximately  
13 255 units. Mr. Palmer is the registered agent of Defendant PALMER-SAUGUS LTD. Plaintiff is  
14 informed and believes, and thereupon avers, that Mr. Palmer is the principal or sole shareholder of  
15 PALMER-SAUGUS LTD.

16 23. Defendant PARK SIERRA PROPERTIES II, A CALIFORNIA LIMITED  
17 PARTNERSHIP is a California limited partnership that owns and does business as “River Ranch  
18 Townhomes & Apartments.” Defendant PARK SIERRA PROPERTIES II, A CALIFORNIA  
19 LIMITED PARTNERSHIP is generally located at 18005 Annes Circle, Santa Clarita, California  
20 91387 and is comprised of approximately 463 units. Mr. Palmer is the registered agent of Defendant  
21 PARK SIERRA PROPERTIES II, A CALIFORNIA LIMITED PARTNERSHIP. Plaintiff is  
22 informed and believes, and thereupon avers, that Mr. Palmer is the principal or sole shareholder of  
23 PARK SIERRA PROPERTIES II, A CALIFORNIA LIMITED PARTNERSHIP.

24 24. Defendant PARK SIERRA PROPERTIES, LTD is a California limited partnership  
25 that owns and does business as “Park Sierra.” Defendant PARK SIERRA PROPERTIES, LTD is  
26 generally located at 18414 West Jakes Way, Santa Clarita, California 91387 and is comprised of  
27 approximately 776 units. Mr. Palmer is the registered agent of Defendant PARK SIERRA  
28 PROPERTIES, LTD. Plaintiff is informed and believes, and thereupon avers, that Mr. Palmer is the

1 principal or sole shareholder of PARK SIERRA PROPERTIES, LTD.

2 25. Defendant SAUGUS COLONY LIMITED is a California limited partnership that  
3 owns and does business as "Colony Townhomes." Defendant SAUGUS COLONY LIMITED is  
4 generally located at 17621 Pauline Court, Santa Clarita, California 91387 and is comprised of  
5 approximately 752 units. Mr. Palmer is the registered agent of Defendant SAUGUS COLONY  
6 LIMITED. Plaintiff is informed and believes, and thereupon avers, that Mr. Palmer is the principal  
7 or sole shareholder of SAUGUS COLONY LIMITED.

8 26. Defendant SOLEMINT HEIGHTS PARTNERSHIP, LP is a California limited  
9 partnership that owns and does business as "River Park Apartments." Defendant SOLEMINT  
10 HEIGHTS PARTNERSHIP, LP is generally located at 27303 N. Sara Street, Santa Clarita, California  
11 91387 and is comprised of approximately 528 units. Mr. Palmer is the registered agent of Defendant  
12 SOLEMINT HEIGHTS PARTNERSHIP, LP. Plaintiff is informed and believes, and thereupon  
13 avers, that Mr. Palmer is the principal or sole shareholder of SOLEMINT HEIGHTS  
14 PARTNERSHIP, LP.

15 27. Defendant UPLAND VILLAGE GREEN is a California limited partnership that owns  
16 and does business as "Upland Village Green Apartments." Defendant UPLAND VILLAGE GREEN  
17 is generally located at 1400 Chaffee Street, Upland, California 91786 and is comprised of  
18 approximately 186 units. Mr. Palmer is the registered agent of Defendant UPLAND VILLAGE  
19 GREEN. Plaintiff is informed and believes, and thereupon avers, that Mr. Palmer is the principal or  
20 sole shareholder of UPLAND VILLAGE GREEN.

21 28. Defendant VISCONTI APARTMENTS, LLC is a Delaware limited liability company  
22 that owns and does business as "The Visconti." Defendant VISCONTI APARTMENTS, LLC is  
23 generally located at 1221 West Third Street, Los Angeles, California 90017 and is comprised of  
24 approximately 297 units. Mr. Palmer is the registered agent of Defendant VISCONTI  
25 APARTMENTS, LLC. Plaintiff is informed and believes, and thereupon avers, that Mr. Palmer is  
26 the principal or sole shareholder of VISCONTI APARTMENTS, LLC.

27 29. Defendant WARNER CENTER SUMMIT, LTD is a California limited partnership  
28 company that owns and does business as "The Summit at Warner Center." Defendant WARNER

1 CENTER SUMMIT, LTD is generally located at 22219 Summit Vue Drive, Woodland Hills,  
2 California 91367 and is comprised of approximately 760 units. Mr. Palmer is the registered agent of  
3 Defendant WARNER CENTER SUMMIT, LTD. Plaintiff is informed and believes, and thereupon  
4 avers, that Mr. Palmer is the principal or sole shareholder of WARNER CENTER SUMMIT, LTD.

5 30. Defendant WESTCREEK PROPERTIES, LTD is a California limited partnership  
6 company that owns and does business as "The Summit at Warner Center." Defendant WESTCREEK  
7 PROPERTIES, LTD is generally located at 21311 Alder Drive, Santa Clarita, California 91321 and is  
8 comprised of approximately 558 units. Mr. Palmer is the registered agent of Defendant  
9 WESTCREEK PROPERTIES, LTD. Plaintiff is informed and believes, and thereupon avers, that  
10 Mr. Palmer is the principal or sole shareholder of WESTCREEK PROPERTIES, LTD.

11 31. Upon information and belief, each defendant herein has uniformity of employees,  
12 offices, officers, management, ownership and legal representation with each other defendant, with  
13 Palmer being the ultimate beneficiary, top executive and owner of the massive joint-enterprise.

14 32. Plaintiff is informed and believe and thereupon aver that Defendants (1) 4914 OLIVE  
15 STREET PROPERTIES, LLC, (2) BRIDEWELL PROPERTIES, LTD, (3) CANYON SIERRA  
16 PROPERTIES, LLC, (4) CCV PARTNERSHIP II, (5) EASTON INVESTMENTS II, (6) FIGTER  
17 LIMITED, (7) LR 9TH AND BROADWAY, LLC, (8) PALMER BOSTON STREET PROPERTIES  
18 II, (9) PALMER/CITY CENTER II, A CALIFORNIA LIMITED PARTNERSHIP, (10) PALMER  
19 FLOWER STREET PROPERTIES, (11) PALMER SAND CANYON, LTD, (12) PALMER ST  
20 PAUL PROPERTIES, (13) PALMER TEMPLE STREET PROPERTIES, LLC, (14) PALMER-  
21 SAUGUS, LTD, (15) PARK SIERRA PROPERTIES II, A CALIFORNIA LIMITED  
22 PARTNERSHIP, (16) PARK SIERRA PROPERTIES, LTD, (17) SAUGUS COLONY LIMITED,  
23 (18) SOLEMINT HEIGHTS PARTNERSHIP, LP, (19) UPLAND VILLAGE GREEN, (20)  
24 VISCONTI APARTMENTS, LLC, (21) WARNER CENTER SUMMIT LTD, and (22)  
25 WESTCREEK PROPERTIES LTD. are closely held comapnies or partnerships that commingle their  
26 funds and other assets with all other Defendants; do not maintain formal, adequate, discrete corporate  
27 records in distinction from all other Defendants; have identical officers and directors as all other  
28 Defendants; use the same offices and business locations as all other Defendants; employ the same



1 employees and attorneys as all other Defendants; lack adequate separate capitalization; are in the  
2 same business and venture, for the benefit of the same ultimate owner, Mr. Palmer, as all other  
3 Defendants; do not maintain arm's-length relationships with all other Defendants; and provide labor,  
4 services, capital, revenue, real estate and/or management services for all other Defendants.

5 33. Plaintiffs are informed and believe and thereupon aver that DOES 1 through 100 are  
6 other natural persons, corporations, limited-liability companies, general partnerships, limited  
7 partnerships, limited-liability partnerships, trusts, unincorporated associations, and/or other entities of  
8 any kind or character who have incurred liability to Plaintiff (and/or to one or more members of the  
9 Plaintiff Class) in relation to the transactions and/or occurrences that are the subject of this  
10 Complaint, or who have any interest in the subject of this Complaint.

11 34. Except as may be described here, Plaintiffs are as yet uninformed of the true names,  
12 capacities and nature and extent of participation in the course of conduct alleged here of the persons  
13 sued as DOES 1 through 100 inclusive, and Plaintiff is as yet uninformed of the nature and extent of  
14 any interest that the persons sued as DOES 1 through 100 inclusive may have in the subject of the  
15 Complaint. Plaintiffs therefore sue these defendants by fictitious names. Plaintiffs will amend this  
16 Complaint to allege the true names and capacities of the DOE defendants when ascertained.

17 35. Upon information and belief, each of the Defendants named here, including DOES 1-  
18 100 and their alter-egos, are joint-tortfeasors, in joint-enterprise, co-conspirators, and acting within  
19 the scope of their agency and within their actual and apparent authority to conduct themselves in the  
20 manner herein complained.

21 36. Upon information and belief, each of the Defendants named here, including DOES 1-  
22 100 and their alter-egos, acted as an owner, principal, agent, employer, employee, joint-employer,  
23 joint-venturer, franchisor, franchisee, shareholder, director, member, co-conspirator, master, or  
24 partner of each other, and at all times were acting within the scope and course and in pursuance of  
25 his, her or its agency, employment, joint-employment, joint-venture, franchise, partnership, common  
26 and joint-enterprise, or actual or apparent authority in concert with each other.

27 37. Upon information and belief, each of the Defendants named here, including DOES 1 -  
28 100 and their alter-egos, are individually, jointly and severally liable to Plaintiff and Plaintiff class

1 because each Defendant directly or indirectly, or through an agent or employee, actually, proximately  
2 and vicariously caused injury to Plaintiffs as described here.

3 38. Upon information and belief, the acts and omissions of each Defendant named here,  
4 including DOES 1 - 100 and their alter-egos, contributed to the acts and omissions of each other  
5 Defendant in proximately causing the complaints, injuries, and damages alleged. Defendants  
6 approved of, condoned, and/or otherwise ratified each of the acts or omissions complained of. And  
7 Defendants aided and abetted the acts and omissions of each other Defendant, including DOES 1 -  
8 100 and their alter-egos, in proximately causing the complaints, injuries, and damages alleged.

9 **GENERAL ALLEGATIONS**

10 39. Geoffrey Palmer is a real estate developer who has formed at least 30 different entities  
11 to finance, purchase, build, manage, and hold his expansive empire of residential apartment  
12 complexes. As primary owner of 22 residential complexes in Southern California, Mr. Palmer not  
13 only realizes rental income from his tens of thousands of tenants, but also from his standard operating  
14 procedures, practices and policies of retaining the security deposits of his former tenants in bad faith,  
15 by fraudulently charging former tenants amounts against, over and above their security deposits for  
16 unsubstantiated work, and/or work not necessary and/or work not performed, and by charging other  
17 unlawful and unenforceable fees at the termination of former tenants' leaseholds.

18 40. At 1082 West 7th Street, Los Angeles, CA 90017 DEFENDANT GHP  
19 MANAGEMENT CORPORATION (Defendants collectively referred to "GHP" hereinafter) runs the  
20 scheme where all tenants of the named defendants are directed to send their complaints, concerns,  
21 rent checks and security deposits to the agents and co-conspirators of Mr. Palmer. Defendants  
22 unlawfully retain former tenants' security deposits via a standard practice and policy of billing former  
23 tenants for normal wear and tear; deducting unlawful lease-break penalties ("rental concession  
24 charge-backs") from security deposits (and in general); and otherwise charging former tenants fees  
25 for labor and services that were not performed, not required, and moreover not substantiated as  
26 required under California law. These excessive, unsubstantiated, unwarranted, unenforceable,  
27 unlawful and/or fraudulent charges, and the subsequent withholding of security deposits from these  
28 former tenants and the efforts to collect these charges over and above the security deposits, form the

1 *gravamen* of the Complaint.

2 41. Defendants' unreasonable, excessive, unlawful, unenforceable and/or unsubstantiated  
3 charges made against former tenants' security deposits often exceed the amount of the deposit held  
4 by Defendants. When this occurs, Defendants cause a bill, and sometimes a collections notice, to be  
5 sent to former tenants, knowing that the monies claimed are based upon fraudulent, unreasonable,  
6 excessive, unlawful, unenforceable and/or unsubstantiated move-out charges. This conduct has  
7 resulted in damages to former tenants both through the collection of such amounts and by the  
8 reporting of such alleged debts to third-parties, defaming former tenants, damaging their credit and  
9 impairing their ability to rent other apartments.

10 42. Civil Code § 1950.5(g)(1) provides that, no later than 21 calendar days after the  
11 tenant vacates the premises, the landlord "shall furnish the tenant, by personal delivery or by first-  
12 class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount  
13 of, any security received and the disposition of the security, and shall return any remaining portion of  
14 the security to the tenant." Civil Code § 1950.5(g)(2)(B) provides that the landlord must also include  
15 copies of documents substantiating the charges incurred and deducted by the landlord to repair or  
16 clean the premises; specifically, the "landlord shall provide the tenant a copy of the bill, invoice, or  
17 receipt supplied by the person or entity performing the work."<sup>2</sup> Civil Code § 1950.5(g)(2)(A)  
18 provides: "If the landlord or landlord's employee did the work, the itemized statement shall  
19 reasonably describe the work performed. The itemized statement shall include the time spent and the  
20 reasonable hourly rate charged." GHP's itemizations and other documentation sent to former tenants,  
21 referred to as "Move-out Statements," by universal, standard operating procedure and policy do not  
22 satisfy any of the requirements as set forth in § 1950.5(g)(2).

23 43. GHP's standard operating procedures for the administration of its former tenants'  
24 security deposits uniformly and systematically violates Civil Code § 1950.5(g)(2). GHP, as a matter  
25 of standard policy and practice, does not send bills, receipts or invoices from the third-party vendors  
26 it alleges performed work on the vacated premises. Additionally, GHP, as a matter of standard policy

27 <sup>2</sup> The "receipt requirement" of Civ. Code § 1950.5(g)(2) is excepted when deductions for cleaning and repairs combined  
28 do not exceed \$125.

1 and practice does not describe the work allegedly performed on the leasehold in the manner required  
2 by code and instead uses unlawfully vague descriptions, e.g., “maintenance charge,” “cleaning  
3 charge,” “labor charge,” “turn maintenance,” “damages” – a uniform practice designed to obfuscate  
4 the work, if any, performed on a leasehold, who performed the work, and the cost and/or manhours of  
5 the work with the intention of wrongfully maximizing security deposit retention. By uniform and  
6 standard operating procedure, it is impossible to determine, in contravention of law, if the work GHP  
7 allegedly performed on the leasehold was performed by a vendor or an in-house employee.

8 44. GHP further employed standard operating procedures to unlawfully and in bad faith  
9 enhance retention of security deposits by charging unenforceable lease-break penalties (or forfeitures)  
10 against security deposits (and/or billed the balance of the unenforceable charge to former tenants, if  
11 the security deposit was not sufficient to fully satisfy the charge) in violation of Civil Code § 1671(d)  
12 and Civil Code § 1950.5(b). GHP uniformly provides tenants with “rental concessions”—or a  
13 “discount”— upon renting the unit, only to unlawfully declare them null and void and charged them  
14 back to the tenant if the tenant surrendered his leasehold prior to their scheduled departure date.  
15 These charged-back rental concessions are unenforceable forfeitures under California law. The  
16 charge back of the concession had no relation whatsoever to the actual damage caused by, or possibly  
17 contemplated by, the breach.

18 45. Plaintiff KIERNEY WALDRON is a former tenant of Defendants, formerly residing  
19 at The Da Vinci Apartments. Ms. WALDRON’s lease with Defendants required a security deposit of  
20 \$600 when she moved-in in August 2015. After giving 30-day notice, Ms. WALDRON moved-out  
21 of her unit on September 30, 2018. Following her departure, Ms. WALDRON did not receive any  
22 documentation from Da Vinci Apartments regarding the deductions made to her security deposit but  
23 instead received a refund check for approximately \$250 on or about October 22, 2018. The check  
24 was not accompanied with any of the required accounting itemizing the disposition of her security  
25 deposit. On October 22, 2018, the lack of accounting/documentation was memorialized via an email  
26 to Rachel Navarro (Assistant Manager at Da Vinci) and Starr Smith (Customer Service Specialist at  
27 Da Vinci):

28 Hi Rachel and Starr,

1 I hope you're doing well! I wanted to check in on this email as I haven't heard  
2 back. Also, I received a check in the mail for around \$250. Can you please  
3 explain what that's for when you get a chance[.]

4 46. That same evening, Ms. Navarro responded: "Hope this email finds you well. I have  
5 attached the move out statement to this email. Have a great evening!"

6 47. Ms. WALDRON's "Move Out Statement" dated October 22, 2018 provides a total of  
7 \$227.68 in cleaning and repair charges described verbatim as: "Cleaning Charges – M/O" for  
8 \$137.00; "Hole Repair" for \$30.00; Labor Charges-Work Done In-House for \$60.68 – These  
9 descriptions fail to provide the information required by Civil Code § 1950.5, namely, it cannot be  
10 ascertained who performed the work, what work was performed, how long it took to perform the  
11 work, the amount charged by the vendor (or hourly cost for employee). Ms. WALDRON disputes  
12 that any of the above-described charges were necessary or proper.

13 48. Ms. WALDRON did not receive any additional descriptions of the work performed  
14 nor any invoices for any work allegedly performed on the leasehold by an outside vendor. In  
15 contravention to California law, at Ms. WALDRON's pre-move-out inspection, a representative of  
16 Da Vinci Apartments informed her that there is no need to clean the apartment because "we will  
17 charge you a cleaning fee no matter what."

18 49. The Civil Code stringently sets forth requirements for the treatment of security  
19 deposits upon termination of a residential lease, *inter alia*, § 1950.5(b) provides that a landlord may  
20 only use a security deposit to satisfy charges against a former tenant for: (1) rent in arrears; (2)  
21 repairs exclusive of wear and tear; (3) cleaning required to bring the leasehold back to the condition it  
22 was in when the tenant accepted the tenancy; and (4) "to remedy future defaults by the tenant in any  
23 obligation under the rental agreement to restore, replace, or return personal property or  
24 appurtenances" if provided for in the lease. Section 1950.5(g)(1) requires that the balance of security  
25 deposits and an itemization of their disposition must be provided to the departing tenant within 21-  
26 days of vacating the leasehold. Section 1950.5(g)(2) provides the substantiation required to be sent to  
27 former tenants for charges levied against security deposits. Section 1950.5(m) provides that no  
28 portion of a security deposit may be deemed non-refundable by operation of the lease. And



1 §1950.5(f)(2) requires that, if a pre-move-out inspection is performed, the possible deductions must  
2 be itemized and an opportunity to remedy said deficiencies be given to the tenant; furthermore, a  
3 landlord may only deduct for repairs and cleaning that was itemized at the inspection and not  
4 remedied prior to the termination of the leasehold.

5 50. Defendants in this action brazenly, systematically, uniformly, and in bad faith have  
6 violated the Civil Code to the detriment of thousands of Californians over many years by charging for  
7 repairs that were never done; failing to itemize and substantiate repairs, and overcharging for them, if  
8 they were done; charging unenforceable and unlawful fees to former residents; using security  
9 deposits to satisfy charges outside the four enumerated uses of residential security deposits; and  
10 intimidating former tenants into submission to the scheme, forfeiture of security deposits and  
11 payment of additional charges.

12 **CLASS ACTION ALLEGATIONS**

13 51. Plaintiffs re-allege and incorporate by reference the allegations of all preceding  
14 paragraphs.

15 52. Plaintiffs bring this action as a class action pursuant to California Civil Code of  
16 Procedure § 382 on behalf of themselves and all other similarly situated persons in the Classes, which  
17 are composed of and defined as follows, excepting only individuals against whom or in whose favor a  
18 final judgment has already been rendered with respect to the defendant(s):

19 53. **Unsubstantiated-Charges Class:** All former residents of Defendants' properties  
20 whose leaseholds terminated between February 4, 2015 to Present, and who had at least \$125 of their  
21 security deposit retained for cleaning and/or repairs combined.

22 54. **Unauthorized-Deduction Class:** All former residents of Defendants' properties  
23 whose leaseholds terminated between February 4, 2015 to Present and whose security deposits were  
24 used, at least partially, to satisfy any charges other than: (1) rent in arrears, (2) cleaning of the  
25 leasehold, (3) repairs to the leasehold, and/or (4) to repair or replace other property of the landlord.

26 55. **Rental Concession Charge-Back Class:** All former residents of Defendants'  
27 properties who were given a rental concession upon move-in, but were charged a rental concession  
28 charge-back upon the termination of their leasehold between February 4, 2015 to Present.

1           56.    **Additional-Charges Subclass:** Any member of any class herein who paid additional  
2 amounts, over and above his retained security deposit, or had additional amounts referred to  
3 collections, for one or more of the reasons that he is a member of any other class.

4           57. The Court should permit this action to be maintained as a class action pursuant to  
5 California Code of Civil Procedure §382 because:

6           a.    **Numerosity:** The class and all subclasses are so numerous that the individual joinder  
7 of all members is impracticable. Plaintiffs are informed and believe that there are  
8 more than 20,000 class members in total and a sufficiently numerous amount in each  
9 individual class or subclass.

10          b.    **Common Questions Predominate:** Common questions of law and fact exist as to all  
11 members of the class and each subclass that predominate over any questions that affect  
12 only individual members. These common questions of law and fact include:

- 13                   1. Whether Defendants engaged in a pattern and practice of failing to  
14                   provide copies of vendor-supplied bills, receipts or invoices for repairs  
15                   or cleaning deducted from security deposits of its former tenants within  
16                   21 days of move out.
- 17                   2. Whether Defendants' uniform security deposit itemizations satisfy the  
18                   requirements for any alleged "employee performed work" on vacated  
19                   leaseholds under Civil Code § 1950.5(g)(2)(A).
- 20                   3. Whether Defendants' uniform security deposit itemizations satisfy the  
21                   requirements for any alleged "vendor performed work" on vacated  
22                   leaseholds under Civil Code § 1950.5(g)(2).
- 23                   4. Whether Defendants had a pattern and practice of overcharging former  
24                   tenants for cleaning services by charging for cleaning services that  
25                   were not performed, or performed by employees of Defendant and not  
26                   performed by the entity represented to the former tenants as having  
27                   performed the work, or performed at a cost cheaper than represented to  
28                   the former tenant.

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5. Whether Defendants had a pattern and practice of overcharging former tenants for painting services by charging for painting services that were not performed, not the responsibility of the departing tenant, or performed by employees of Defendant and not performed by the entity represented to the former tenants as having performed the work, or performed at a cost cheaper than represented to the former tenant.
6. Whether Defendants had a pattern and practice of overcharging former tenants for carpet repair and/or replacement services by overcharging for carpet repair and/or replacement that were not performed or not the responsibility of the departing tenant.
7. Whether Defendants had a pattern and practice of overcharging former tenants for repairs and cleaning that they were not legally responsible for, such as, *inter alia*, charging for repairs for pre-existing deficiencies and/or charging for ordinary wear and tear.
8. Whether Defendants' pattern and practice of imposing rental concessions charge-backs upon early surrender of a leasehold is an unenforceable penalty under Civil Code § 1671(d) and other applicable law.
9. Whether Defendants' pattern and practice of using security deposits to satisfy rental concession charge-backs is a violation of Civil Code § 1950.5(b), which limits the categories of charges that can lawfully be deducted from a security deposits.
10. Whether Defendants systematically made deductions from security deposits for any charges not authorized and enumerated in Civil Code § 1950.5(b)(2).
11. Whether Defendants, by operation of law, are barred from seeking recovery for amounts which could legitimately have been charged at move out due to their systematic and bad faith violation of Civil Code §

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1950.5 and other equitable or statutory provisions of law.

12. Whether any and all Defendants are liable to each former tenant who is a class member for punitive and/or treble damages for bad-faith retention of security deposits under Civil Code § 1950.5(l).

13. The appropriate measure of class-wide legal and/or equitable relief.

c. **Typicality:** Plaintiffs' claims are typical of those of the Plaintiff Class and the subclasses. Plaintiffs and all Plaintiff Class members sustained injuries and damages arising from Defendants' common course of conduct, and those injuries and damages were caused directly by the Defendants' wrongful conduct in violation of law as alleged.

d. **Adequacy of Representation:** Plaintiffs will fairly and adequately protect the interest of the members of the Plaintiff Class and each subclass. Plaintiffs have no interests adverse to the interests of absent class members. Plaintiffs have retained counsel adequate to prosecute the case for the entire class.

e. **Superiority:** A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impracticable; class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, because Defendants are expected to contend that any individual's damages may be relatively small, the expense and burden of individual litigation make it difficult or impossible for individual class members to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action. The cost to the judicial system of individual adjudication would be substantial and present the potential for inconsistent or contradictory judgments. In addition, individual actions give Defendants too many opportunities to take advantage of unrepresented tenants at a summary proceeding without access to substantial discovery, as discovery is not available in small claims court.

58. Plaintiffs are unaware of any difficulties that are likely to be encountered in the

1 management of this action that would preclude its maintenance as a class action.

2  
3 **FIRST CLAIM FOR RELIEF**  
4 **Unlawful Retention of Residential Security Deposits**  
5 **(California Civil Code § 1950.5)**  
6 **(Against all Defendants)**

7 59. Plaintiffs re-allege and incorporate by reference the allegations of all preceding  
8 paragraphs.

9 60. Defendants charged unreasonable and/or unsubstantiated cleaning, repair and painting  
10 fees to Plaintiffs upon the termination of their leasehold and deducted these charges from their  
11 security deposits.

12 61. Defendants charged unreasonable and/or unsubstantiated carpet replacement fees to  
13 Plaintiffs upon the termination of their leasehold and deducted these charges from their security  
14 deposits.

15 62. Defendants charged unreasonable and unlawful lease-break fees to Plaintiffs upon the  
16 termination of their leasehold and deducted these charges from their security deposits.

17 63. Defendants did not provide the requisite substantiation of the charges against  
18 Plaintiffs' security deposits required under Civil Code § 1950.5(g)(2).

19 64. Defendants, as a result of these charges, unlawfully retained some or all of Plaintiffs'  
20 security deposits.

21 65. Defendants did not return Plaintiffs' security deposits within the 21 days prescribed by  
22 Civil Code § 1950.5.

23 66. Defendants engaged in the above-described misconduct in bad faith.

24 67. As a direct and proximate cause of Defendants' conduct, Plaintiffs suffered damages.

25  
26 **SECOND CLAIM FOR RELIEF**  
27 **Restitution as a Remedy for "Unfair Competition"**  
28 **(California Business and Professions Code §§ 17200, et seq.)**  
**(Against All Defendants)**

68. Plaintiffs re-allege and incorporate by reference the allegations of all preceding  
paragraphs.

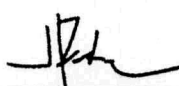




- 1 6. For punitive damages for actions made with oppression, malice and/or fraud;
- 2 7. For restitution for violation of Business and Professions Code §§ 17200 *et seq.*;
- 3 8. For pre-judgment interest;
- 4 9. For attorney's fees and expenses recoverable under law;
- 5 10. For costs, including class action notice and administration expenses;
- 6 11. For injunctive relief against Defendants' conduct, including an injunction:
- 7 a. Requiring Defendants to issue proper itemizations of security deposits as required by
- 8 Civil Code § 1950.5 within the time prescribed by law.
- 9 b. Requiring Defendants to provide a third-party documentation for every cleaning and
- 10 repair charge consistent with the provisions of Civil Code § 1950.5(g)(2);
- 11 c. Prohibiting Defendants from charging and collecting unenforceable forfeitures
- 12 disguised as rental concessions;
- 13 d. Prohibiting Defendants from charging any fees against residential security deposits
- 14 other than the charges specifically authorized by Civil Code § 1950.5(b); and
- 15 e. To declare all alleged outstanding balances owed by class members invalid and
- 16 prohibit collection thereupon.
- 17 12. For declaratory relief, declaring that outstanding balances alleged owed by former tenant class
- 18 members are extinguished by operation of this suit;
- 19 13. For all other appropriate declaratory and equitable relief;
- 20 14. Any other relief that this Court deems just.

21 DATED: February 2, 2019

LAW OFFICE OF JIMMIE DAVIS PARKER  
JIMMIE DAVIS PARKER

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26 JIMMIE DAVIS PARKER  
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4241 Arden Way  
San Diego, CA 92103  
Telephone: 619/887-3300  
Email: jdparker@gmail.com

LAW OFFICE OF RICHARD SCOTT LYSLE  
RICHARD SCOTT LYSLE (SBN: 54022)  
475 WASHINGTON BLVD.  
MARINA DEL REY, CALIFORNIA 90292  
310.822.6023  
lyslelaw@yahoo.com

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**JURY DEMAND**

Plaintiff KIERNEY WALDRON and ROES 1 through 100, individually and on behalf of the other members of the Plaintiff Classes, hereby demand trial by jury of all issues triable by a jury, pursuant to applicable law, including, but not necessarily limited to Article I, ¶16 of the California Constitution, and/or ¶592 of the California Code of Civil Procedure.

DATED: February 3, 2019

LAW OFFICE OF JIMMIE DAVIS PARKER  
JIMMIE DAVIS PARKER



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JIMMIE DAVIS PARKER

4241 Arden Way  
San Diego, CA 92103  
Telephone: 619/887-3300  
Email: jdparker@gmail.com

LAW OFFICE OF RICHARD SCOTT LYSLE  
RICHARD SCOTT LYSLE (SBN: 54022)  
475 WASHINGTON BLVD.  
MARINA DEL REY, CALIFORNIA 90292  
310.822.6023  
lyslelaw@yahoo.com

Attorneys for Plaintiffs