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FILED

LOS ANGELES SUPERIOR COURT

SEP 28 2006

John A. Glare, Executive Officer/Clerk
By D. Giles Deputy

LAW OFFICES
ROBERT F. RUBIN
A PROFESSIONAL CORPORATION
2730 WILSHIRE BOULEVARD
SUITE 488
SANTA MONICA, CALIFORNIA 90403-4747
TELEPHONE (310) 828-7400
FAX (310) 483-3255
STATE BAR NO. 58183

Attorney for Plaintiff

Case assigned to
Judge James Johnson

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SUMIE MISHIMA and LESLIE MILITZOK,
Plaintiffs,
vs.
SHERILYN FENN and DOES 1 through 10, inclusive,
Defendants.

CASE NO.: BC359444

COMPLAINT

1. Breach of Written Lease

Plaintiffs allege:

1. Defendant SHERILYN FENN is, and at all times herein mentioned was, a resident of Los Angeles County, California.
2. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as DOES 1 through 10, inclusive, therefore, sue these Defendants by such fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained.

COMPLAINT

CITICORP
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JUL 14 2006
PAYMENT: \$100.00
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330.00
CASE NO. BC359444
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1 3. On or about July 11, 2003, Plaintiffs leased to Defendant
2 SHERILYN FENN certain premises at
3 under a written Lease, a copy of which
4 is attached hereto as Exhibit "1" and made a part hereof.

5 4. On or about June 29, 2006, Plaintiffs and said Defendant
6 entered into a Lease Extension Agreement extending the term of the
7 original Lease for an additional six months until January 31, 2007,
8 at a monthly rental rate of \$3,800.00 per month. A true and
9 correct copy of said Extension Agreement is attached hereto as
10 Exhibit "2" and made part hereof.

11 5. Plaintiffs have duly performed all of the conditions of
12 the Lease and Extension Agreement to be performed on their part.

13 6. Defendant SHERILYN FENN entered into possession of the
14 premises and occupies the same as of this date but Defendant has
15 advised Plaintiffs that she is vacating the premises as of
16 September 30, 2006, and does not intend to pay the rent for the
17 final four months of the Lease Extension.

18 7. By the terms of the Lease and Lease Extension Agreement,
19 Defendant was required to pay Plaintiffs for the rent of the
20 premises the sum of \$3,800.00 per month through January 30, 2007,
21 and pursuant to Paragraph 25 of the Lease.

22 8. As a proximate result of Defendant's vacating the
23 premises and refusing to pay rent for the final four months of the
24 Lease Extension, Defendant has repudiated the Lease resulting in a
25 breach thereof and damages to Plaintiffs in the total sum of
26 \$15,200.00, together with interest thereon at the rate of ten
27 percent per annum from the date each such rent payment was due.

1 9. Defendant has further breached said Lease by causing
2 damages to the premises, the exact amount of such damages believed
3 to be in excess of Defendant's security deposit of \$3,800.00.

4 10. Additionally, Defendant has failed to pay late fees in
5 the total sum of \$2,280.00 as a result of Defendant's failure to
6 timely pay the April 15, 2004 rental and her failure to pay the
7 last month's rent of \$3,800.00 which was due on February 1, 2004,
8 as per Paragraph 8 of the Lease, together with interest thereon at
9 the rate of ten percent per annum from August 1, 2004.

10 11. As a further proximate result of Defendant's breach of
11 the Lease, Plaintiffs, in order to mitigate the damages, will incur
12 expenses in their effort to relet the premises, the exact amount of
13 such costs are unknown at this time.

14 12. Under Paragraph 37 of the Lease, it provides that:

15 "In any action or proceeding arising out of this
16 Agreement, the prevailing party between Landlord and
17 Tenant shall be entitled to reasonable attorney's fees
18 and costs."

19 Plaintiffs request that any Judgment against Defendant include an
20 Award of reasonable attorney's fees and costs against Defendant.

21 WHEREFORE, Plaintiffs pray for Judgment against Defendant
22 SHERILYN FENN as follows:

23 1. For damages for unpaid rent for the period October 1,
24 2006, to and including January 31, 2007, in the total sum of
25 \$15,200.00, together with interest thereon at the rate of ten
26 percent per annum;

1 2. For property damages in a sum presently unknown but
2 believed to be in excess of \$3,800.00 and according to proof;.

3 3. For late fees in the sum of \$2,280.00, together with
4 interest thereon at the rate of ten percent per annum from
5 August 1, 2004;

6 4. For damages incurred in effort to relet the premises
7 according to proof;

8 5. For reasonable attorney's fees and costs;

9 6. For such other and further relief as the court deems just
10 and fair.

11 Dated: September 27, 2006

LAW OFFICES OF ROBERT F. RUBIN

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14 By: Robert F. Rubin
15 ROBERT F. RUBIN,
16 Attorney for Plaintiffs
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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

Stacie Virginia and Locke Milneaf (Landlord) and Steven Kern (Tenant) agree as follows:

- 1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 215 Laurelwood Drive, Los Angeles, CA 90046. 2. TERM: This lease begins on (Date) 12/15/13 (Commencement Date), (Schedule A or B). 3. RENT: Tenant agrees to pay rent at the rate of \$3,000.00 per month. 4. SECURITY DEPOSIT: Tenant agrees to pay \$3,000.00 as a security deposit. 5. MONTHLY STATEMENTS: Table with columns: Category, Total Due, Payment Received, Balance Due, Date Due.

Table with 5 columns: Category, Total Due, Payment Received, Balance Due, Date Due. Rows include Rent from 12/15/13 to 12/15/14, Security Deposit, Other, and Total.

- 6. PARKING: Parking is permitted as follows: The right to park is included in the rent charged pursuant to paragraph 5. 7. STORAGE: The right to storage space is included in the rent charged pursuant to paragraph 5. 8. UTILITIES: Tenant acknowledges that either the payment of rent or lessor's use of a non-utilizable item (NUI) which may cause Landlord to incur some cost.

Tenant and Landlord acknowledge receipt of copy of this page, which constitutes Page 1 of 2 pages. Tenant's Initials (S.K.) Landlord's Initials (L.M.)

EXHIBIT

Printed: Eric Larralde on 1. A. for general Date 7/2/03

- 28. **INSURANCE:** Tenant's personal property and vehicles are not covered by Landlord or, if applicable, owner's association, against loss or damage due to fire, theft, vandalism, riot, wind, hail or lightning, acts of others, or any other cause. Tenant is to carry Tenant's own insurance (Tenant's insurance) to protect Tenant from any such loss.
- 29. **WARRANTY:** Tenant shall not use or have installed on the Premises (unless the Tenant obtains a valid, unexpired insurance policy (a) Tenant's insurance-the warranty-depends-on-tenant's-own-insurance-coverage-is-void-if-the-tenant-obtains-a-policy-on-the-functional-capacity-of-Principals-
- 30. **WAIVER:** The waiver of any breach shall not be construed as a waiver of the same or any subsequent breach.
- 31. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:
Landlord: 115 Alpha Sutton Place
Tenant: _____

22. **TENANCY STATEMENT (CUSTODIAL CERTIFICATE):** Tenant shall execute and return a tenancy statement (encompassed on (10/03/03)) delivered to Landlord or Landlord's agent within 5 days after he moves. The tenancy statement acknowledges that this Agreement is terminated and is in full force as modified, and states the modifications. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a lender or purchaser.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly and every other Tenant, and individually, whether or not in possession.

24. **MILITARY OBLIGATIONS:** If applicable and known to Landlord, Premises is located within one mile of an area used for military training, and which may contain potentially explosive materials.

25. **TENANT REPRESENTATIONS AND WARRANTIES:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Credit(s) to obtain Tenant's credit report at time of application and periodically during tenancy in compliance with approval, modification or enforcement of this Agreement. Landlord may cancel this Agreement, (a) before occupancy begins, upon disapproval of the credit report(s), or (b) at any time upon discovery that information in Tenant's application is false. A negative credit report reflecting on Tenant's credit may be withheld to a credit reporting agency if Tenant fails to fulfil the terms of payment and other obligations under this Agreement.

26. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**
As per item #16 (bottom of page)

The following ATTACHED supplements are incorporated in this Agreement:

27. **ATTORNEY'S FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney's fees and costs.

28. **ENTIRE CONTRACT:** This is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement which constitutes the entire contract. It is intended as a true expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or course of dealing or other agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no oral or written statements may be introduced in any judicial or quasi-judicial proceeding, in any, involving this Agreement. Any provision of this Agreement which is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement.

29. **AGENCY:**
A. **Confirmation:** The following agency relationship(s) are hereby confirmed for this transaction:
Leasing Agent: (Print firm name) _____ is the agent of (check one) the Landlord exclusively or both the Landlord and Tenant.
Leasing Agent: (Print firm name) _____ (if the same as Leasing Agent) is the agent of (check one) the Tenant exclusively or the Landlord exclusively or both the Tenant and Landlord.
B. **Disclosure:** (If checked): The terms of this lease exceed one year. An agency disclosure form has been provided to Landlord and Tenant, who each acknowledge its receipt.

30. **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted/translated for Tenant into the following language: _____ (Interpreter/Translator service has been provided by (Print name) _____ who has the following Driver's License or other identification number: _____ Tenant has been advised to rely on, and has in fact solely relied on the Interpreter/translation services of the above-named individual, and act on the Land or of other person involved in negotiating the Agreement. If the Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to California Civil Code, (C.C.A. Form LP-14-B) (Add to this requirement)

Signature of Interpreter/Translator _____ Date _____

Tenant's social security # 564-75-3724
 California Driver's License # 2E58 0088
 make, model, license plates _____

Tenant: Eric Larralde Date: 7-11-03
 Landlord: Leah M. Miller Date: 7/2/03
 Landlord (owner or agent with authority to execute this lease):
 Landlord: Leah M. Miller Date: 7/2/03
 (owner or agent with authority to enter into this lease)

Addendum to #16
 • Notify landlord immediately by phone and fax of any problem with premises.
 • Tenant shall not make any major repairs. Landlord shall make all repairs with 24 hours of notification except in a major holiday in which case repairs will be made within 48 hours. Any failure in contact will be treated by Landlord at Tenant's expense, including any material caused by Tenant.
 Landlord Initials LM

