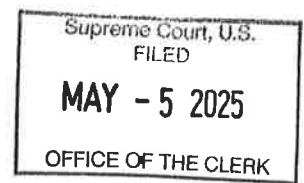


24A1085  
**SUPREME COURT OF THE UNITED STATES**



**LOUDREE ELLIS-SANDERS,  
Petitioner,**

**v.**

**GUARDIA PIAZZA D'ORO LLC,  
Respondent.**

**• EMERGENCY APPLICATION FOR STAY PENDING DISPOSITION**

**WRIT OF CERTIORARI**

Submitted to:  
Hon. Elena Kagan  
Associate Justice  
Supreme Court of the United States  
Circuit Justice for the Ninth Circuit

Respectfully submitted,

Oudree Ellis-Sanders

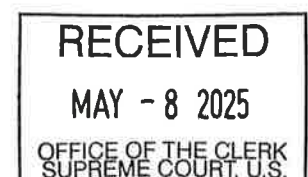
3432 Capri Way, Unit 3

Oceanside, CA 92056

Tel: (714) 329-0392

Email: Oudree.Ellis@gmail.com

May 05, 2025



**SUPREME COURT OF THE UNITED STATES**

**Oudree Ellis-Sanders, Petitioner**

**v.**

**Guardia Piazza D'Oro LLC, Respondent**

**EMERGENCY APPLICATION FOR STAY PENDING WRIT OF  
CERTIORARI**

**To the Honorable Elena Kagan, Associate Justice of the Supreme Court and  
Circuit Justice for the Ninth Circuit**

**Respectfully Submitted,**

**Oudree Ellis-Sanders**

**3432 Capri Way, Unit 3**

**Oceanside, CA 92056**

**Tel: (714) 329-0392**

**Email: Oudree.Ellis@gmail.com**

**May 05, 2025**

**EMERGENCY APPLICATION FOR STAY  
PENDING PETITION FOR WRIT OF CERTIORARI**

To the Honorable Elena Kagan, Associate Justice of the Supreme Court of the United States and Circuit Justice for the Ninth Circuit:

Pursuant to **Supreme Court Rule 23** and this Court's authority under *28 U.S.C. § 2101(f)*, Petitioner Oudree Ellis-Sanders respectfully submits this Emergency Application for a Stay of Enforcement of an unlawful detainer judgment and writ of possession entered against her, pending the timely filing and disposition of a petition for a writ of certiorari.

**I. INTRODUCTION AND RELIEF REQUESTED**

Petitioner respectfully applies for an emergency stay to halt enforcement of the judgment and eviction, including the California Supreme Court's May 2, 2025 denial of writ relief, pending the disposition of a forthcoming petition for a writ of certiorari. Petitioner intends to file her petition for certiorari within the 90-day period prescribed by the Court's rules.

Petitioner is a disabled tenant and single mother residing in California who seeks this Court's intervention following the California Supreme Court's summary denial on May 2, 2025, of her petition for writ of mandate and/or prohibition (**Case No. S290631**). That denial left in place a trial court judgment procured through unconstitutional procedures, including a lack of proper service, material misrepresentations, and denial of federal rights under the Due Process Clause, the Fair Housing Act (FHA), and the Americans with Disabilities Act (ADA).

The requested stay is necessary to prevent irreparable harm—namely, the immediate threat of eviction—and to preserve this Court’s jurisdiction to review serious constitutional violations. Petitioner intends to file a petition for writ of certiorari within the 90-day deadline set by **Rule 13**.

Contrary to the Respondent’s repeated mischaracterizations, Petitioner has never sought to avoid paying rent. Rather, the record shows that Petitioner has actively attempted to tender rent payments through her active Section 8 housing subsidy and other means, but Respondent unreasonably refused to accept those payments. Furthermore, the rent condition imposed was not a statutory requirement under *California Code of Civil Procedure* § 1176. Instead, it was a discretionary condition appended to a supersedeas order by the California Court of Appeal, Division One—without regard to Petitioner’s indigency, ADA status, or good faith efforts to comply.

Given these extraordinary circumstances and the severe and irreparable consequences that eviction would impose, including homelessness and disruption of disability-related services, Petitioner respectfully requests that this Court grant a temporary stay of enforcement of the unlawful detainer judgment and associated writ of possession until such time as this Court has had an opportunity to review her petition.

## **II. JURISDICTIONAL STATEMENT**

This Court has jurisdiction to grant the requested emergency stay pursuant to 28 U.S.C. § 1651(a) (*the All Writs Act*), 28 U.S.C. § 2101(f), and Supreme Court Rule 23. Petitioner

seeks to stay enforcement of a state-court judgment and eviction order pending the timely filing and disposition of a Petition for Writ of Certiorari.

Petitioner Oudree Ellis-Sanders filed a Petition for Writ of Mandate and/or Prohibition with the Supreme Court of California, which summarily denied the petition on May 2, 2025 in **Case No. S290631**. The denial permitted the enforcement of an unlawful detainer judgment and a Writ of Possession previously stayed conditionally pending appeal.

Petitioner now seeks a stay of enforcement of that judgment and writ of possession, which became effective on May 2, 2025, in order to preserve this Court's jurisdiction to review substantial federal questions raised under the Due Process Clause of the Fourteenth Amendment, the Fair Housing Act (*42 U.S.C. § 3601 et seq.*), and the Americans with Disabilities Act (*42 U.S.C. § 12101 et seq.*).

Petitioner intends to file a petition for a writ of certiorari in this Court within 90 days of the California Supreme Court's denial, pursuant to *28 U.S.C. § 1257(a)* and Supreme **Court Rule 13.1**. Accordingly, this application is timely and within this Court's appellate jurisdiction over final judgments of a state court that raise federal constitutional and statutory questions.

### **III. STATEMENT OF THE CASE AND FACTS**

Petitioner Oudree Ellis-Sanders is a disabled tenant and single mother of a disabled child residing at 3432 Capri Way, Unit 3, Oceanside, California. She has participated in the Section 8 Housing Choice Voucher Program for years and relied on rental subsidies to remain stably housed. Despite this, Petitioner now faces imminent eviction following a

series of unlawful and constitutionally defective state-court proceedings that culminated in a summary denial of relief by the California Supreme Court on May 2, 2025, in Case No. S290631.

The underlying dispute arises from an unlawful detainer action filed April 15, 2023 in the San Diego Superior Court (Case No. 37-2023-00015923-CU-UD-CTL) by Guardia Piazza D'Oro LLC, which claimed nonpayment of rent. However, Petitioner maintains that she was never lawfully served with the complaint and the Respondent refused rental payments, and a default judgment was entered against her in July 2023, in violation of her due process rights. The trial court later thru a motion filed by Petitioner partially granted a motion to set aside that default under *Cal. Code Civ. Proc. § 473(d)*, but only as to Petitioner—not the other named co-occupant, her adult daughter Stormi Sanders. The case then proceeded to trial without ever ordering Plaintiff to properly re-serve all parties. At the final hearing the co-defendant was dismissed from the case but only after the court proceedings proceeded without the named co-defendant and she remained defaulted unbeknownst to the Petitioner.

At trial, Petitioner presented evidence that she attempted to pay the rent via her Section 8 voucher, but the landlord refused to accept the payments, rejecting participation in the voucher program. This refusal was never disclosed in the original filings by the Respondent and constitutes a violation of *California Government Code § 12955(p)*, which makes it unlawful to discriminate based on source of income, including housing subsidies. Petitioner also raised serious habitability concerns, including a gunshot that

penetrated the wall of her residence, rodent infestations, and mold. Nonetheless, the trial court awarded possession to the landlord and later issued a Writ of Possession.

Petitioner filed a timely appeal (**Cal. Ct. App. Case No. D084362**) and was granted a discretionary stay (Supersedeas) by the Court of Appeal on December 19, 2024, conditioned on the payment monthly “reasonable rent” which the trial court later set at \$3070. That condition was not imposed under *Cal. Code Civ. Proc. § 1176*, but rather as an equitable measure. However, the trial court later lifted the stay after Petitioner, indigent and unable to pay in full and was locked out of the rent portal and informed by court clerks that payments could not be accepted. She also informed the trial judge that her church and Section 8 were prepared to pay, but no accommodation was made nor was the offer accepted by the Court or the Respondent.

Petitioner then sought relief from the California Supreme Court via a Writ of Mandate and/or Prohibition to halt enforcement of the judgment and to prevent the stay from being lifted. That petition was summarily denied on May 2, 2025—the same day the Writ of Possession became effective. No lockout date has yet been scheduled, but Petitioner and her minor child now face imminent displacement.

Petitioner intends to file a Petition for Writ of Certiorari within the 90-day period under 28 U.S.C. § 1257(a), raising substantial federal questions under the Fourteenth Amendment, the Fair Housing Act, and the ADA, including:

- Whether a trial court may proceed to judgment where personal jurisdiction is lacking due to defective service;

- Whether discriminatory refusal to accept Section 8 rental payments can support a judgment for possession;
- Whether the imposition of a rent-payment condition on an indigent litigant effectively denies access to appellate review, in violation of *Griffin v. Illinois*, 351 U.S. 12 (1956); and
- Whether judicial tolerance of misrepresentations and procedural fraud violates due process and equal protection principles.

Petitioner respectfully requests an emergency stay to maintain the status quo pending disposition of her certiorari petition.

#### **A. Procedural History**

The unlawful detainer judgment was entered in the San Diego County Superior Court by Judge Matthew Brenner, Courtroom SD-60, **Case No. 37-2023-00015923-CU-UD-CTL** on April 03, 2024. Petitioner filed a motion to vacate the default judgment under *California Code of Civil Procedure* § 473(d) in July 2023, which was granted in part. The case was ordered to proceed to trial, during which Petitioner, appearing pro se and disabled, raised meritorious defenses including lack of service, habitability violations, and refusal of rent payments. The trial court nonetheless entered judgment for possession. Petitioner appealed to the Fourth Appellate District, Division One, **Case No. D084362**, and a supersedeas stay was issued on December 19, 2024. The stay was conditioned on Petitioner paying 'reasonable rent'—not under *CCP* § 1176 but as a discretionary term imposed by the appellate court. Petitioner's inability to pay that rent, caused by Respondent's refusal to accept Section 8 payments and her indigency, led to the lifting of the stay. Her Petition for Writ of Mandate and/or Prohibition to the California Supreme Court (**Case No. S290631**) was denied on May 2, 2025.



#### IV. ARGUMENT

Petitioner satisfies all criteria for an emergency stay. First, the petition raises substantial federal questions under the Due Process Clause, the Fair Housing Act (42 U.S.C. § 3604), and the Americans with Disabilities Act (42 U.S.C. § 12132). Courts have recognized that denial of these rights in eviction proceedings implicates constitutional dimensions that warrant Supreme Court review. Second, there is a strong likelihood of success on the merits: the trial court lacked personal jurisdiction due to improper service, proceeded against an unnamed co-defendant still in default, and entered judgment based on a materially false claim that rent was unpaid when in fact Petitioner attempted to pay through Section 8 and charitable sources. The refusal to accept Section 8 payments—prohibited under *California Government Code* § 12955(p)—was a key factor in the rent accruing in addition to the small COVID-19 rental arrears being promised by the county of San Diego which the Respondent agreed to wait for. This statutory violation, when ignored by the trial court and affirmed by the appellate court, demonstrates a systemic failure to uphold the law. Furthermore, fraud on the court was perpetrated by Respondents' counsel, who submitted false proofs of service and misrepresented the identity of the party entitled to possession. These issues go to the heart of the integrity of the judicial process.

##### **A. Legal Standard for Granting a Stay Under 28 U.S.C. § 2101(f) and Supreme Court Rule 23**

Under 28 U.S.C. § 2101(f) and *Supreme Court Rule* 23, a Justice may stay enforcement of a state-court judgment pending certiorari upon a showing of: (1) a reasonable probability that certiorari will be granted; (2) a fair prospect that the applicant will ultimately prevail on the merits; and (3) a likelihood that irreparable harm will result

from the denial of a stay. Additionally, the balance of equities and public interest must support the stay.

This application for an emergency stay is brought pursuant to *28 U.S.C. § 2101(f)* and *Supreme Court Rule 23*, which together empower an individual Justice of the Supreme Court to stay the enforcement of a state-court judgment pending the timely filing and disposition of a petition for a writ of certiorari.

*Section 2101(f)* provides that “[i]n any case in which the final judgment or decree of any court is subject to review by the Supreme Court on writ of certiorari, the execution and enforcement of such judgment or decree may be stayed for a reasonable time to enable the party aggrieved to obtain a writ of certiorari from the Supreme Court.” The statute expressly authorizes the Justice assigned to the relevant Circuit—in this case, the Honorable Justice Elena Kagan, Circuit Justice for the Ninth Circuit—to grant such relief.

The standard for granting a stay under **Rule 23** and *§ 2101(f)* is aligned with the traditional criteria for injunctive relief and mirrors the analysis employed in *Nken v. Holder*, 556 U.S. 418, 426 (2009), and *Hollingsworth v. Perry*, 558 U.S. 183, 190 (2010). Specifically, a stay pending certiorari is appropriate where:

1. There is a reasonable probability that certiorari will be granted;
2. There is a fair prospect that a majority of the Court will reverse the judgment below;
3. The applicant is likely to suffer irreparable harm if the stay is denied; and

4. The balance of equities and the public interest favor a stay.

As this Court has recognized, the first two factors focus on the merits and credit worthiness of the case, while the last two weigh the equities and the necessity of interim relief. See *Maryland v. King*, 567 U.S. 1301, 1302 (2012) (Roberts, C.J., in chambers); *Lucas v. Townsend*, 486 U.S. 1301, 1304 (1988) (Kennedy, J., in chambers).

Additionally, the Court may give particular weight to whether the applicant would suffer irreparable injury and whether the case presents questions of exceptional importance or unsettled federal law, especially where lower courts have diverged in their application of constitutional protections or federal statutes. See *San Diegans for the Mt. Soledad Nat'l War Mem'l v. Paulson*, 548 U.S. 1301, 1302 (2006) (Kennedy, J., in chambers).

In this case, all four factors strongly support the issuance of a stay. Petitioner's forthcoming petition will raise substantial and unsettled federal questions implicating due process, equal protection, housing discrimination under the Fair Housing Act, and access to justice under *Griffin v. Illinois*, 351 U.S. 12 (1956). Absent a stay, Petitioner and her minor child will suffer irreparable harm in the form of homelessness before this Court can consider her petition. No comparable prejudice will befall Respondents, and the public interest overwhelmingly supports ensuring that constitutional violations in state-court housing proceedings receive full and fair review.

**B. Attorney and Process Server Misconduct – Perjury and Fraud on the Court**

The conduct of Respondents' counsel and their process server in this case rises to the level of fraud upon the court. The proof of service filed in the underlying unlawful

detainer action is demonstrably false. Petitioner has repeatedly asserted, under penalty of perjury, that no summons or complaint was ever served on her or the co-defendant, and has submitted documentary evidence establishing an alibi at the exact time service was alleged to have occurred. Yet Respondent's counsel not only relied on this fabricated proof of service to obtain a default judgment, they continued to defend the validity of service throughout the proceedings despite being confronted with contrary evidence. This constitutes not just negligence, but knowing misrepresentation to the court—a violation of professional and ethical duties that undermines the integrity of the judicial process.

In *Cedars-Sinai Medical Center v. Superior Court*, 18 Cal.4th 1, 10 (1998), the California Supreme Court held that a party commits fraud on the court when it engages in “deliberate schemes to directly subvert the judicial process.” Similarly, in *In re Marriage of Varner*, 55 Cal.App.4th 128, 142 (1997), the Court of Appeal held that perjury or false evidence offered by an attorney, when central to the litigation, may justify vacating a judgment. And in *Johnson v. Duluth*, 75 Cal.App.4th 1415, 1421 (1999), the court emphasized that “[a] judgment obtained by perjured testimony is not just erroneous—it is voidable and, in some cases, void.” Here, the perjured proof of service and ongoing misrepresentations by counsel were essential to obtaining and defending the judgment, rendering it presumptively void.

Courts are not powerless in the face of such misconduct. In *Gagnon Co. v. Nevada Desert Inn*, 45 Cal.2d 448, 459 (1955), the California Supreme Court affirmed that the trial court had an inherent duty to correct fraud, stating, “No court should be required to reward fraud, nor should it be impotent to correct what it knows to be wrong.” To ignore

Respondents' misconduct here would be to reward deceit and endorse a process infected by dishonesty.

Petitioner respectfully submits that this Court must not turn a blind eye to such egregious violations. The failure of the lower courts to meaningfully address or sanction this behavior only magnifies the injustice. Allowing the judgment to stand under these circumstances would erode public trust in the legal system and set a dangerous precedent that attorneys may mislead courts without consequence.

### **C. IRREPARABLE HARM**

Absent an immediate stay, Petitioner—a disabled single mother and Section 8 recipient—faces irreparable harm through forced eviction and homelessness, which would not only cause severe psychological and physical distress but would permanently disrupt the stability, education, and well-being of her minor daughter with disabilities. The United States Supreme Court has long recognized that loss of housing constitutes irreparable injury. In *Elrod v. Burns*, 427 U.S. 347, 373 (1976), the Court held that “[t]he loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury.” Courts have applied this logic to core rights such as shelter, recognizing that eviction and the resulting homelessness or displacement cause irreversible consequences that no later legal remedy can undo.

Likewise, federal courts have consistently found that eviction from one's home constitutes irreparable harm justifying emergency injunctive relief. In *Johnson v. U.S. Dep't of Agric.*, 734 F.2d 774, 789 (11th Cir. 1984), the court held that “the threat of eviction and loss of housing satisfies the irreparable harm requirement for injunctive

relief”, especially where the plaintiffs were financially vulnerable and disabled. In *Doe v. Department of Veterans Affairs*, 474 F. Supp. 2d 1100, 1110 (C.D. Cal. 2007), the court found irreparable harm existed where the plaintiff faced “the imminent threat of losing stable housing, causing psychological distress and deprivation of medically necessary accommodations.”

Petitioner’s situation is even more severe: she is a disabled veteran suffering from PTSD and anxiety, and currently being treated for a tumor and her daughter has documented disabilities requiring consistency and access to care. Forcing this family into homelessness would shatter their fragile medical and educational supports, violate the child’s rights under the ADA and IDEA, and severely compromise their physical and mental health. The harm is not speculative—it is inevitable, measurable, and ongoing. Once a lockout is executed and their belongings removed, there will be no way to restore their tenancy or stability, even if this Court later grants certiorari and reverses.

Additionally, courts have recognized that constitutional injuries, like due process and fair housing violations, are themselves a basis for irreparable harm. In *Monroe v. Pape*, 365 U.S. 167 (1961), the Supreme Court emphasized the need for prompt relief where constitutional rights are infringed. A court that denies shelter to a family without fair process, or upholds a judgment rendered without jurisdiction and tainted by discrimination, inflicts constitutional harm that cannot be cured after the fact.

Courts have recognized that the loss of housing causes harm that cannot be remedied by later judicial relief. Petitioner will lose her place in a housing voucher program, her child

will suffer educational and medical disruption, and both face likely homelessness. The harm is severe, imminent, and irreversible.

**D. THE BALANCE OF EQUITIES STRONGLY FAVORS GRANTING A STAY**

The balance of equities overwhelmingly supports a stay of enforcement. Without relief from this Court, Petitioner—a disabled tenant and single mother—faces imminent eviction based on a state-court judgment that is constitutionally defective, jurisdictionally void, and marred by fraud and misrepresentation. The enforcement of such a judgment would cause Petitioner and her minor child to suffer devastating and irreparable harm in the form of homelessness, loss of access to medical care, interruption of special education and disability services, and exposure to trauma and instability.

By contrast, Respondents would suffer no comparable injury from a temporary stay. The relief requested would merely preserve the status quo pending this Court’s review of a certiorari petition. This Court has made clear that stays are appropriate where, as here, denying interim relief would “foreclose any review whatever of the underlying claims” and “defeat the purpose of the petition” itself. *See Bowen v. Kendrick*, 483 U.S. 1304, 1304 (1987) (*Rehnquist, J., in chambers*). The equities are further tipped in Petitioner’s favor because Respondents have no entitlement to enforce an unlawful and void judgment obtained through improper service, material misrepresentation, and the exclusion of indispensable parties.

Federal courts have long recognized that the threat of eviction constitutes irreparable harm. *See Elrod v. Burns*, 427 U.S. 347, 373 (1976) (“*The loss of First Amendment*

*freedoms*, for even minimal periods of time, unquestionably constitutes irreparable injury.”); See also, *Doe v. Attorney General of the United States*, 941 F.3d 520, 532 (1st Cir. 2019) (noting eviction implicates constitutional liberty interests warranting heightened scrutiny and equitable relief). The Ninth Circuit has similarly held that a stay is warranted where denial would “inflict irreparable harm” and “destroy the status quo before the case can be fully adjudicated.” *Leiva-Perez v. Holder*, 640 F.3d 962, 970 (9th Cir. 2011) (*per curiam*).

Moreover, any monetary losses Respondents may claim as “rent owed” can be fully recovered if they ultimately prevail. Unlike Petitioner’s potential loss of shelter, those alleged losses are not irreparable. Courts have consistently held that “[m]ere injuries, however substantial, in terms of money, time and energy... are not enough.” *Sampson v. Murray*, 415 U.S. 61, 90 (1974).

Given the severity of the harm to Petitioner and her child—and the minor, compensable delay faced by Respondents—the equities weigh decisively in favor of granting a stay to prevent an unconstitutional and irreparable injury.

#### **E. PUBLIC INTEREST**

The public interest is best served by a stay that ensures full and fair judicial review of alleged constitutional and statutory violations. Evictions involving low-income tenants with disabilities raise urgent concerns under the FHA and ADA, particularly when access to courts is curtailed by discretionary financial conditions not authorized by statute. In this case, the California Court of Appeal imposed a ‘reasonable rent’ condition outside the scope of *CCP* § 1176, which operates as a barrier to appellate review for indigent tenants.



Such conditions disproportionately burden the poor and disabled, threatening to erode equal protection and access to justice. The Supreme Court has long recognized that 'there can be no equal justice where the kind of trial a man gets depends on the amount of money he has' (*Griffin v. Illinois*, 351 U.S. 12, 19 (1956)). Here, Petitioner's inability to satisfy an unauthorized rent condition has jeopardized her fundamental right to housing and to judicial review. Allowing this eviction to proceed would set a dangerous precedent permitting courts to insulate flawed judgments by pricing out the very litigants most in need of protection.

Similar cases demonstrate that courts have consistently found in favor of tenants where procedural violations, fraud, or discrimination occurred. In *California Civil Rights Department v. Southern California Landlord* (2024), the CRD filed suit after a landlord unlawfully refused to accept a Section 8 voucher, forcing the tenant to vacate. In *Herrera v. Lem-Ray Investors* (2016), a court enjoined a landlord from rejecting Section 8 tenants, affirming the illegality of such discrimination. The U.S. Supreme Court's ruling in *Goldberg v. Kelly*, 397 U.S. 254 (1970), underscores that government benefit recipients, including housing voucher holders, are entitled to due process before losing housing. In *Escalera v. NYC Housing Authority*, 425 F.2d 853 (2d Cir. 1970), the court confirmed that public housing tenants must receive notice and an opportunity to be heard prior to eviction. These cases collectively reinforce Petitioner's position that her rights were violated by the refusal to accept Section 8 and the court's failure to provide a fair hearing.

This Application warrants immediate relief because Petitioner's forthcoming petition for writ of certiorari satisfies the standards for review under **Supreme Court Rule 10**. First, the decision below departs from clearly established federal law and Supreme Court

precedent. The trial court entered judgment without acquiring jurisdiction over Petitioner, in violation of due process under the **Fourteenth Amendment** and *\*Goldberg v. Kelly\**, 397 U.S. 254 (1970), which prohibits termination of public benefits without prior notice and hearing. Petitioner was never properly served, and the trial court proceeded despite uncorrected default against a co-defendant, violating the procedural safeguards guaranteed by law.

Second, the case raises nationally significant questions concerning the enforcement of housing rights under the Fair Housing Act (FHA) and Americans with Disabilities Act (ADA). Petitioner's landlord refused to accept lawful rental payments via a Section 8 voucher in direct contravention of *California Government Code § 12955(p)(1)*, which prohibits source-of-income discrimination. In cases like *\*Department of Housing and Urban Development v. Rucker\**, 535 U.S. 125 (2002), the Court underscored the importance of federally supported housing protections. Additionally, the failure to accommodate Petitioner's documented disability contravenes ADA Title II (42 U.S.C. § 12132) and Supreme Court precedent recognizing the obligation of courts to ensure meaningful access to justice for individuals with disabilities.

Third, Petitioner is not merely seeking relief from a final eviction order—she is challenging the systemic denial of fundamental constitutional protections in a context of public concern. This case affects low-income tenants, particularly those with disabilities, who risk eviction based on void judgments and procedural shortcuts. The misuse of discretionary rent conditions in supersedeas orders, which here effectively foreclosed

Petitioner's appellate rights, is a growing and underreviewed issue deserving of this Court's attention.

Fourth, a stay is necessary to preserve this Court's jurisdiction. If no stay issues, Petitioner will be evicted within days, rendering any grant of certiorari hollow. The irreparable harm from homelessness, particularly involving a disabled parent and child, far outweighs any alleged prejudice to the landlord—who previously refused rent from Section 8 and charitable sources. The equities overwhelmingly favor preserving the status quo. See *\*Escalera v. NYC Housing Authority\**, 425 F.2d 853 (2d Cir. 1970) (requiring notice and opportunity to be heard in housing proceedings); see also *\*Nken v. Holder\**, 556 U.S. 418 (2009) (stay appropriate when denial would defeat the purpose of certiorari review).

## **V. Conclusion and Prayer For Relief**

This case presents the extraordinary circumstances warranting the exercise of this Court's equitable powers under 28 U.S.C. § 2101(f) and **Supreme Court Rule 23**. Petitioner seeks no more than to preserve her constitutional rights and prevent a miscarriage of justice while this Court considers her forthcoming petition for a writ of certiorari. The California courts have failed at every stage to uphold the most fundamental protections guaranteed by the Constitution: the right to due process under the Fourteenth Amendment, equal protection of the laws, and freedom from unlawful discrimination in housing under the Fair Housing Act and the Americans with Disabilities Act.

The trial court entered judgment without valid personal jurisdiction—based on a fraudulent proof of service, perjured testimony, and material misrepresentations knowingly advanced by Respondent’s counsel. The record reveals that Respondent’s attorney concealed the landlord’s refusal of Section 8 rental assistance, misled the court about the true party in interest, and fabricated service of process. These acts of fraud upon the court, if ignored, would permit an unscrupulous litigant to exploit the justice system to unlawfully dispossess a tenant who never had a fair opportunity to defend herself. As this Court cautioned in *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 246 (1944), “tampering with the administration of justice in the manner indisputably shown here involves far more than an injury to a single litigant. It is a wrong against the institutions set up to protect and safeguard the public.”

The rent-payment condition imposed by the California Court of Appeal was not mandated under *Code Civ. Proc. §1176* but was a discretionary condition of a supersedeas order. It ignored Petitioner’s indigency, her reliance on a valid Section 8 voucher, and her repeated, good-faith efforts to comply. This condition—impossible to meet because Respondent refused payment—has functioned as a procedural bar to appellate review, effectively extinguishing Petitioner’s rights through the machinery of eviction. That is not justice.

Without a stay, the irreparable harm Petitioner and her disabled daughter face is not speculative—it is imminent. Lockout and homelessness will destroy any meaningful opportunity to reverse the unlawful judgment. As this Court has held, “[t]here is no remedy at law that can restore a person to their home once they have been evicted.” (*See*

*Elrod v. Burns*, 427 U.S. 347, 373 (1976); *Nunez v. City of San Diego*, 114 F.3d 935, 944 (9th Cir. 1997)). When lower courts abdicate their duty to enforce the Constitution and instead ratify judicial errors tainted by misrepresentation, it falls to this Court to provide the last safeguard.

Petitioner's forthcoming petition for certiorari will raise substantial federal questions of national significance: the intersection of due process and disability rights in eviction proceedings, the misuse of state procedures to evade constitutional obligations, and the integrity of judgments obtained through fraud. The public interest in preventing unlawful eviction and vindicating constitutional guarantees strongly favors a stay.

Petitioner respectfully urges the Honorable Justice Elena Kagan to grant this emergency application and issue a stay of the California Supreme Court's denial and the underlying eviction judgment pending disposition of the petition for writ of certiorari. This Court remains Petitioner's only protection from irreparable harm, and from the unlawful use of state power to enforce a judgment obtained by fraud, error, and unconstitutional means.

For the foregoing reasons, Petitioner respectfully requests that the Honorable Justice Elena Kagan, as Circuit Justice for the Ninth Circuit, enter an immediate stay of enforcement of the California Supreme Court's May 2, 2025 denial of Petitioner's Writ of Mandate and/or Prohibition, and the underlying judgment and writ of possession issued in **San Diego Superior Court Case No. 37-2023-00015923-CU-UD-CTL**.

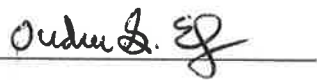
Petitioner also respectfully requests that this Court maintain the status quo and preserve its jurisdiction pending timely submission and consideration of her petition for a writ of

certiorari.

Petitioner further asks that, upon grant of certiorari, this Court vacate the judgment entered against her by the trial court and remand with instructions consistent with the Due Process Clause, Fair Housing Act, and Americans with Disabilities Act, in light of the constitutional and jurisdictional violations raised herein.

Respectfully submitted;

DATED: May 05, 2025

A handwritten signature in cursive script, appearing to read "Oudree E. Sanders", is written over a horizontal line.

Oudree Ellis-Sanders  
Petitioner, Pro Se

#### **APPENDIX**

Attached hereto are key documents necessary to support this emergency application, including the California Supreme Court's denial, relevant orders from the Court of Appeal and Superior Court, and Petitioner's verified declaration and supporting exhibits.

## **DECLARATION OF OUDREE ELLIS-SANDERS**

### **IN SUPPORT OF EMERGENCY APPLICATION FOR STAY TO THE SUPREME COURT OF THE UNITED STATES**

I, Oudree Ellis-Sanders, declare under penalty of perjury as follows:

1. I am the Petitioner in the above-captioned matter. I submit this verified declaration in support of my Emergency Application for Stay pending the filing and disposition of a Petition for Writ of Certiorari. I have personal knowledge of the matters set forth herein and, if called upon, could competently testify thereto.
2. I am a disabled tenant and the mother of a child with disabilities. I reside at 3432 Capri Way, Unit 3, Oceanside, California 92056. I have lived at this residence since August 01, 2020 and I receive federal housing assistance through the Section 8 Housing Choice Voucher Program. My tenancy and ability to remain housed are now threatened by enforcement of an unlawful detainer judgment entered without proper notice, jurisdiction, or due process, and tainted by material misrepresentation and attorney misconduct.
3. On May 2, 2025, the California Supreme Court summarily denied my Petition for Writ of Mandate and/or Prohibition in *Ellis-Sanders v. California, Case No. S290631*. That petition challenged the lower court proceedings in an unlawful detainer action brought against me by Guardia Piazza D'Oro LLC, *Case No. 37-2023-00015923-CU-UD-CTL* (San Diego Superior Court), which is currently on appeal in the California Court of Appeal, Fourth Appellate District, Division One, *Case No. D084362*.
4. The judgment at issue is void because I was never properly served with the summons and complaint. A default was entered against both myself and the co-

defendant without lawful notice. Although I filed a motion under California Code of *Civil Procedure* § 473(d) and the court vacated the default as to me, it failed to vacate the default as to the co-defendant and allowed the matter to proceed to trial without requiring Plaintiff to properly serve all parties. The trial court permitted the case to move forward with jurisdictional defects unresolved.

5. The process server's affidavit of service was demonstrably false. I was not served on the date and time alleged. I wasn't at home at said time and day, and no individual fitting the process server's description resides at my home. I have supporting documentation and declarations to verify this; the trial court agreed that I wasn't served properly.. Despite my evidence, the trial court refused to fully address the defective service and permitted the unlawful detainer to continue.
6. Plaintiff and its counsel further misled the court by submitting a verified complaint falsely asserting that Guardia Piazza D'Oro LLC was the landlord and manager of the property. In fact, FPI Management, Inc. managed the property, signed the lease, issued all notices, and dealt directly with me on all matters. This material misrepresentation resulted in the wrong party obtaining a judgment, while the real party in interest (FPI) was never named.
7. During trial, Plaintiff's counsel failed to disclose to the court that they had rejected my Section 8 housing assistance, despite being repeatedly offered rent payments from both the housing authority and charitable sources. This refusal violates California Government Code § 12955(p)(1), which prohibits discrimination based on source of income. The trial court overlooked this



unlawful conduct and relied on outdated statutory interpretations, further undermining the legality of the judgment.

8. Despite my efforts to comply with a discretionary “reasonable rent” condition imposed by the Court of Appeal as part of a supersedeas order—not pursuant to *Code Civ. Proc. § 1176*—I was unable to do so in full due to the Plaintiff’s refusal to accept section 8 payment, denial of access to the rent portal, and lack of administrative support from the court. My Section 8 assistance remains active and would have covered the rental obligation if the landlord had complied with the law.
9. The consequences of enforcement will cause me and my disabled child irreparable harm. The Writ of Possession became effective May 2, 2025. We live under imminent threat of lockout. We have no alternate housing. My daughter requires continuity of care, school, and medical services, which will be disrupted by eviction. Homelessness will jeopardize our physical and mental health, and no subsequent appeal or monetary judgment can undo that harm.
10. I intend to file a Petition for Writ of Certiorari within the 90-day window provided by Supreme Court Rule 13. The questions presented involve significant federal issues, including violations of the Due Process Clause, the Fair Housing Act, the Americans with Disabilities Act, and principles of equal protection and access to justice. This Court’s intervention is warranted to preserve its jurisdiction, protect fundamental rights, and prevent an irreparable miscarriage of justice.

11. I respectfully request that the Honorable Associate Justice Elena Kagan grant a stay of enforcement of the judgment and the writ of possession pending disposition of my forthcoming petition.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 05 day of May, 2025, in Oceanside, California.

Oudree S. Sanders

Respectfully submitted,

Oudree Ellis-Sanders

Petitioner in Pro Se

SUPREME COURT OF THE UNITED STATES

---

LOUDREE ELLIS-SANDERS,  
Petitioner,  
v.  
GUARDIA PIAZZA D'ORO LLC,  
Respondent.

---

**CERTIFICATE OF MAILING**

I, the undersigned, declare that I am over the age of 18 and not a party to this action. On the date below, I served the following documents by U.S. Postal Service First-Class Mail by depositing true and correct copies in a sealed envelope with proper postage affixed, addressed as follows:

**Documents Served:**

- **Emergency Application for Stay Pending Certiorari**
- **Appendix Exhibits A–J**
- **Verified Declaration of Petitioner**
- **Certificate of Service**
- **Table of Contents of Appendix**

**Recipients:**

1. Todd A. Brisco and Associates  
Counsel for Respondent  
2200 W. Orangewood Ave., Ste. 250  
Orange, CA 92868  
briscoassociates@briscoassociates.com

2. Clerk of the Court of Appeal  
Fourth Appellate District, Division One

750 B Street, Suite 300  
San Diego, CA 92101

3. Attorney General of California  
Office of the Attorney General  
Attn: Hon. Rob Bonta  
600 West Broadway, Suite 1800  
San Diego, CA 92101

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on: May 05, 2025

Location: Oceanside, California

Signature: Vance Myles

Name: Vance D. Myles

Address: 1764 Redondo Blvd, Apt. 17

Long Beach, CA 90804

## APPENDIX

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**Exhibit A – California Supreme Court Order Denying Petition for Writ (S290631)**



MAY 02 2025

Jorge Navarrete Clerk

S290631

Deputy

**IN THE SUPREME COURT OF CALIFORNIA**

**En Banc**

---

LOUDREE ELLIS-SANDERS, Petitioner,

v.

COURT OF APPEAL, FOURTH APPELLATE DISTRICT, DIVISION ONE et al.,  
Respondents;

GUARDIA PIAZZA D'ORO LLC, Real Party in Interest.

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The petition for writ of mandate and application for stay are denied.

**GUERRERO**

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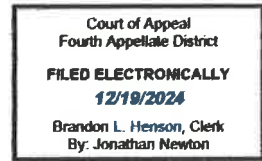
*Chief Justice*

**Exhibit B – Court of Appeal Supersedeas Order (D084362)**

**COURT OF APPEAL, FOURTH APPELLATE DISTRICT**

**DIVISION ONE**

**STATE OF CALIFORNIA**



**GUARDIA PIAZZA D'ORO LLC,**

**Plaintiff and Respondent,**

**v.**

**LOUDREE ELLIS-SANDERS,**

**Defendant and Appellant.**

**D084362**

**(Super. Ct. No. 37-2023-  
00015923-)**

**THE COURT:**

The petition for writ of supersedeas and response have been read and considered by Justices Huffman, Buchanan, and Castillo. The petition is granted. The superior court is directed to issue a stay order, which must be conditioned on the “payment of the reasonable monthly rental value to the court monthly in advance as rent would otherwise become due.” (Code of Civ. Proc., § 1176, subd. (a).) The temporary stay issued by this court on November 25, 2024, remains in effect until the entry of a stay order by the superior court. Thereafter, the superior court retains jurisdiction to ensure

compliance with this condition and may vacate the stay if appellant fails to comply.

BUCHANAN, Acting P. J.

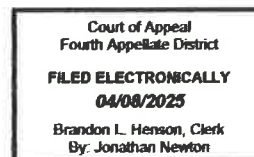
Copies to: All parties

**Exhibit C – Order Denying Motion to Modify/Stay Rent Condition**

**COURT OF APPEAL, FOURTH APPELLATE DISTRICT**

**DIVISION ONE**

**STATE OF CALIFORNIA**



**GUARDIA PIAZZA D'ORO LLC,**

**Plaintiff and Respondent,**

**v.**

**LOUDREE ELLIS-SANDERS,**

**Defendant and Appellant.**

**D084362**

**(Super. Ct. No. 37-2023-  
00015923-CU-UD-CTL)**

**THE COURT:**

**Appellant's Motion to Modify Order, respondent Guardia Piazza D'Oro LLC's informal response, and appellant's Motion for Stay of Order to Pay Rent Pending Appeal have been read and considered by Justices Buchanan, Castillo, and Rubin. The motions are denied.**

**BUCHANAN, Acting P. J.**

**Copies to: All parties**

**Exhibit D – Superior Court Notice of Ruling**

Todd A. Brisco, Esq., [State Bar No. 165935]  
 Allison K. Higley, Esq. [State Bar No. 306953]  
 Veronica R. Guzman, Esq. [State Bar No. 271845]  
 TODD A. BRISCO & ASSOCIATES, APC  
 2200 West Oranewood Avenue Suite 250  
 Orange, California 92868  
 Telephone: (714) 634-2814  
 Facsimile: (714) 634-0662

Attorney for Plaintiff,  
 GUARDIA PIAZZA D'ORO, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF SAN DIEGO – HALL OF JUSTICE**

GUARDIA PIAZZA D'ORO, LLC, a Delaware  
 Limited Liability Company;

Plaintiff,

v.

LOUDREE ELLIS-SANDERS; STORMI  
 SANDERS,

Defendants.

**Case No.: 37-2023-00015923-CL-UD-CTL**

**NOTICE OF RULING RE: CONTINUED  
 STATUS CONFERENCE (Civil)**

**Status Conference**

**Date: April 18, 2025**

**Time: 11:15 a.m.**

**Dept: C-60**

**PLEASE TAKE NOTICE** that at the Status Conference (Civil) on April 18, 2025 at 11:15 a.m. in Department C-60 of the Hall of Justice the Plaintiff's counsel advised the Court of the Order from the Court of Appeal D084362 - Appellant's motion to modify order is denied, Register of Action No. 263, and advised the court of Defendant's 4/17/25 filing in the Court of Appeal of a Motion for Reconsideration. The court ruled as follows:


1. The Order Staying Judgment Pending Appeal entered on December 20, 2024, is lifted, effective May 2, 2025;



2. The clerk of court may re-issue Writ of Execution for Possession on the expired Writ of Execution for Possession, if any.
3. Plaintiff to give notice.

**TODD A. BRISCO & ASSOCIATES, APC**

Dated: April 18, 2025

By:   
Veronica R. Guzman, Esq.  
Attorney for Plaintiff,  
GUARDIA PIAZZA D'ORO, LLC

a. My residence or business address is 2200 West Orangewood Avenue Suite 250, Orange, CA 92868

b. My electronic service address is [vguzman@briscoassociates.com](mailto:vguzman@briscoassociates.com)

#	Title
1	NOTICE OF RULING RE: CONTINUED STATUS CONFERENCE (Civl)
2	Proof of Electronic Service

#	Name	Email
1	Ellis-Sanders, Oudree	oudree.ellis@gmail.com
2	Ellis-Sanders, Oudree	oudree.ellis@gmail.com

Veronica Guzman ▶ /S/ Veronica Guzman

**Exhibit E – Motion for Reconsideration and Denial Order**

THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
FOURTH APPELLATE DISTRICT, DIVISION ONE

GUARDIA PIAZZA D'ORO LLC

Plaintiff and Respondent,

v.

LOUDREE ELLIS-SANDERS,

Defendant and Appellant.

Court of Appeal No. D084362

(Super. Ct. No. 37-2023-00015923-  
CU- UD-CTL)

Appeal From a Judgment [or Order]  
Of The Superior Court, County of San Diego  
Hon. Matthew C. Braner Judge

APPELLANT'S MOTION FOR RECONSIDERATION

**Oudree Ellis-Sanders**  
**3532 Capri Way, Unit 3**  
**Oceanside, CA 92056**  
**(714) 329-0392**  
**Appellant**  
**Self-Represented**

**APPELLANT'S MOTION FOR RECONSIDERATION OF ORDER DENYING  
MOTION TO STAY RENTAL PAYMENT PENDING APPEAL(Cal. Rules of  
Court, Rule 8.112; CCP § 1008. and Code of Civil Procedure section 1008(a).)**

**URGENT MOTION FOR RECONSIDERATION OF ORDER DENYING MOTION  
TO STAY RENT CONDITION IN SUPERSEDEAS ORDER;  
REQUEST FOR IMMEDIATE CONSIDERATION TO PREVENT  
IRREPARABLE HARM AND PROTECT DUE PROCESS**

TO THE HONORABLE PRESIDING JUSTICE AND ASSOCIATE JUSTICES OF THE  
COURT OF APPEAL OF THE STATE OF CALIFORNIA, FOURTH APPELLATE  
DISTRICT, DIVISION ONE:

Appellant OUDREE ELLIS-SANDERS respectfully moves for reconsideration of this Court's order denying her motion to stay rental payment pending appeal. This motion is made pursuant to California Rules of Court, Rule 8.112 and Code of Civil Procedure section 1008, on the grounds of (1) new facts and law not previously presented due to excusable neglect, and (2) the need to prevent manifest injustice and uphold constitutional rights. This motion also requests immediate consideration due to urgent constitutional and jurisdictional issues and imminent harm to Appellant. This Motion is based upon new facts and legal arguments not previously presented and that could not have been presented with due diligence. The supersedeas condition requiring rent payment is unlawful and

unenforceable because the trial court lacked subject matter jurisdiction due to improper service and material misrepresentation regarding the real party in interest.

## **I. INTRODUCTION**

This Court's April 8, 2025 order denied Appellant's request for a stay of rent pending appeal. Appellant is indigent, disabled, and has been granted a fee waiver. The trial court judgment did not award monetary damages. Appellant respectfully submits that the rent condition is improper and must be reconsidered in light of new facts, undisclosed conflicts, and errors of law.

Newly discovered facts reveal that the onsite property management entity that served the 3-Day Notice, issued the lease, and testified at trial, Caroline Kolosky of FPI Management, was not named in the complaint. Instead, the complaint falsely stated that Respondent owned and managed the property, although another legal entity controlled operations on-site. The omission of this party creates a legal defect that deprives the trial court of jurisdiction.

Moreover, Appellant was never properly served with the summons and complaint, and other co-defendants were defaulted without notice. The trial court lacked personal jurisdiction and could not enter any valid judgment. It is unconstitutional to enforce a rent payment condition and lift the stay on possession under these defective and unlawful circumstances.

Appellant further alleges violations of the Fair Housing Act, Americans with Disabilities Act, and due process rights. Respondent refused to accept rent from Section 8, discriminated against Appellant due to disability, and failed to act when a gunshot entered Appellant's apartment—causing a breach of quiet enjoyment and posing a direct threat to safety.

Appellant respectfully requests that the Court: (1) Reconsider its order denying the stay of rent condition; (2) Vacate or modify the supersedeas to remove the rent payment requirement; and (3) Reinstate full protection against eviction pending the appeal.

This motion is supported by the accompanying Declaration of Oudree Ellis-Sanders

## **II. NEWLY RAISED ISSUE – MATERIAL MISREPRESENTATION & FAILURE TO NAME REAL PARTY IN INTEREST**

The standard of review for a motion for reconsideration under Code of Civil Procedure section 1008(a) requires the movant to present new or different facts, circumstances, or law. Here, Appellant presents newly discovered facts showing that Respondent materially misrepresented its role in managing the premises, failed to name the actual property manager, and secured a judgment through defective service—all of which render the trial court's exercise of jurisdiction unconstitutional and void. Additionally, the Court may reconsider its prior order when necessary to prevent a miscarriage of justice. (*\*Le Francois v. Goel\** (2005) 35 Cal.4th 1094, 1108.)

New evidence and analysis reveal that the party who issued the 3-Day Notice, rent demands, and testified at trial—onsite property management—was never named in the action or disclosed as an agent of Plaintiff GUARDIA PIAZZA D’ORO LLC. Despite this, Plaintiff’s attorney represented that Plaintiff “owns and manages the property.”

This is a material misrepresentation and a failure to name the real party in interest under Code Civ. Proc. § 367 and California’s strict unlawful detainer notice requirements (Code Civ. Proc. § 1161). This undermines standing, jurisdiction, and the validity of the notice to quit.

See *Liebovich v. Shahrokhkhany* (1997) 56 Cal.App.4th 511 (strict compliance with UD notice requirements is mandatory; defects render judgment void).

See also *D’Amico v. Bd. of Medical Examiners* (1974) 11 Cal.3d 1 (standing requires a real interest in the litigation).

Further, the true entity managing the premises and issuing key documents, including the 3-Day Notice and lease agreements, was not named in the complaint. This material omission constitutes fraud on the court and undermines the validity of the entire proceeding. See *\*Rochin v. California\** (1952) 342 U.S. 165 (due process is violated when state action offends fundamental fairness and justice).

The trial court relied on that incomplete or inaccurate representation of who had authority. FPI was not named as a party despite issuing critical documents (like the 3-day notice). Courts have held that failure to properly identify the real party in interest or the agent acting with authority can be fatal:



- *Nork v. Pacific Coast Medical Enterprises* (1982) 140 Cal.App.3d 410: Misrepresentation of who holds authority can result in a void judgment.
- *Brunzell Constr. Co. v. Wagner* (1970) 2 Cal.3d 545, 553: Misrepresentation as to party identity or authority is grounds to invalidate a judgment.
- *Lewis v. Superior Court* (1994) 30 Cal.App.4th 1850: Standing is jurisdictional — real party in interest must be properly before the court.

### **III. THE UNDERLYING JUDGMENT IS VOID FOR LACK OF JURISDICTION AND DUE PROCESS VIOLATIONS**

Appellant reiterates that this case is extraordinary and warrants immediate judicial review and relief. The unlawful detainer judgment was entered without proper service, in violation of Appellant's due process rights under the United States and California Constitutions. The trial court allowed judgment against Appellant without establishing jurisdiction—an action that is void as a matter of law. See *\*In re Marriage of Goddard\** (2004) 33 Cal.4th 49, 56 (judgment entered without proper service is void).

A court cannot enter a valid judgment without jurisdiction over the defendant or force conditions such as paying rent. Proper service of process is a constitutional requirement under due process. (*Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306,

314.) In unlawful detainer actions, strict compliance with service requirements is mandatory and jurisdictional. (*Greene v. Lindsey* (1982) 456 U.S. 444, 449 [invalidating eviction notices posted in high-crime areas where notices were likely to be removed].)

Here, the Plaintiff's failure to properly serve all defendants — including a co-defendant who was defaulted without notice, and the material omission of the onsite property manager who exercised control over the property — invalidates the judgment. A judgment obtained without proper service is void. (*Ellard v. Conway* (2001) 94 Cal.App.4th 540, 544.)

The named Plaintiff alleged it owned and managed the property, but substantial evidence shows the day-to-day management and issuance of notices was done by a separate onsite company, who was not named in the pleadings or served. This is a material misrepresentation and a defect in standing, rendering the complaint legally insufficient. (See *Ovando v. County of Los Angeles* (2008) 159 Cal.App.4th 42, 61–62 [a party lacking standing cannot invoke judicial process].)

A landlord who does not hold title, possess legal authority, or issue notices may not prosecute an unlawful detainer. (See *C.B.S., Inc. v. Block* (1986) 42 Cal.3d 646, 656.) Furthermore, courts have held that fraud upon the court — including knowingly using false allegations or concealing material facts — renders a judgment void. (In re *Marriage of Varner* (1997) 55 Cal.App.4th 128, 141; *Caldwell v. Taylor* (1933) 218 Cal. 471, 476–77.)

1. **Improper Service:** The trial court lacked jurisdiction due to defective and fraudulent service. No personal or substituted service was made, and proof of service was falsified.

> *Ford v. Superior Court* (1986) 188 Cal.App.3d 737, 742; *People v. Greene* (1881) 74 Cal. 400.

2. **Disability & Source of Income Discrimination:** Respondent refused Section 8 and COVID-19 rental assistance, violating *FEHA* (Gov. Code § 12955), 24 CFR § 982.452, and the *Fair Housing Act* (42 U.S.C. § 3604).
3. **Unconstitutional Rent Condition:** Conditioning appeal rights on rent payment from a void judgment violates due process and equal protection.

> *Gallenkamp v. Superior Court* (1990) 221 Cal.App.3d 1; *People v. Davis* (1905) 147 Cal. 346.

4. **Only Possession Was Awarded:** No monetary judgment was entered in the trial court. Thus, a rent condition creates a new, unauthorized monetary obligation during appeal.

#### **IV. Habitability Violations and Breach of Quiet Enjoyment Bar Recovery of Rent and Justify Reconsideration of Rent Condition.**

Under California Civil Code § 1941.1, a landlord must provide a habitable dwelling. If a rental unit is uninhabitable, or if the landlord breaches the covenant of quiet enjoyment, a tenant has the right to withhold rent. (*Green v. Superior Court* (1974) 10 Cal.3d 616.) Here,

the breach is severe: a bullet was fired into Appellant's unit from a neighboring unit, endangering the lives of a disabled tenant and her child. Despite police involvement, the management took no protective or corrective action.

Such conditions render the unit unsafe and violate *Civil Code* §§ 1927 and 1942. A landlord's failure to remedy dangerous conditions while seeking to collect rent offends both public policy and equity. (*Knight v. Hallsthammar* (1981) 29 Cal.3d 46, 60 [a tenant may assert habitability defenses to nonpayment of rent].)

## V. EQUITY AND IRREPARABLE HARM

### 1. Enforcing a rent condition:

- Will likely lead to eviction and homelessness during a pending appeal,
- Harms a low-income, disabled tenant for asserting protected defenses,
- Renders the appeal moot if possession is lost.

### 2. The balance of hardships strongly favors Appellant.

> *Doe v. San Diego Unified Sch. Dist.* (2021) 60 Cal.App.5th 1039.

The Court's condition that Appellant pay rent or face eviction—while these jurisdictional and constitutional issues remain pending on appeal—results in grave inequity. Appellant is indigent, disabled, and unable to comply due to Respondent's refusal to accept Section 8 payments. Appellant remains in lawful possession under color of supersedeas. Enforcing

the rent condition now would cause irreparable harm including eviction, loss of disability accommodations, and potential homelessness.

This case implicates core issues of due process, access to justice, and judicial integrity. The lower court proceedings violated the statutory and constitutional safeguards that govern evictions. If allowed to stand, this case could set a dangerous precedent for similarly situated litigants—particularly those who are low-income, disabled, or rely on housing subsidies. The public has a vested interest in ensuring that unlawful detainer proceedings comply with procedural due process and anti-discrimination laws.

California courts have long recognized that preventing unnecessary eviction is an equitable interest of the highest order. (*\*Schweiger v. Superior Court\** (1970) 3 Cal.3d 507, 517 [eviction without due process is constitutionally impermissible]; *\*People v. Superior Court (Humberto S.)\** (2008) 43 Cal.4th 737, 754.) The hardship faced by Appellant—a disabled tenant and mother—far outweighs any temporary delay in enforcement sought by a landlord whose standing to prosecute the unlawful detainer is under legal challenge.

The balance of hardships in this case strongly favors Appellant. If the rent condition is not stayed, Appellant faces the imminent and irreparable harm of eviction, loss of housing stability, and potential homelessness, despite having a meritorious appeal pending. Appellant is indigent, disabled, and unable to pay the required rent due to Respondent's discriminatory refusal to accept lawful Section 8 housing assistance. In contrast, Respondent will suffer no substantial harm from a temporary stay of rent enforcement, as

the appeal directly challenges the validity of the underlying judgment and Respondent previously refused payment from a public subsidy.

### **3. The Balance of Hardship and Constitutional Interests Strongly Favor a Stay of the Rent Condition.**

Appellant is indigent, disabled, and at risk of irreparable harm if evicted during the pendency of this appeal. The Fourteenth Amendment’s due process clause and *Article I, § 7* of the California Constitution protect the right to fair hearing and meaningful appellate review. (*Logan v. Zimmerman Brush Co. (1982) 455 U.S. 422, 428* [procedural due process is required where property or liberty is at stake].)

Enforcing the rent condition — when the underlying judgment is constitutionally infirm — violates Appellant’s right to be heard on appeal. As the California Supreme Court held in *Schweiger v. Superior Court (1970) 3 Cal.3d 507*, even where judgment is entered after trial, courts must ensure that unlawful detainer actions are conducted in strict conformity with procedural protections.

The rent condition is not a neutral procedural tool, but rather an eviction trigger that deprives an indigent tenant of a meaningful chance to challenge discriminatory and unlawful conduct. This directly violates *James v. Pinnacle Property Management Services, LLC (2021) 66 Cal.App.5th 594*, where the court emphasized the importance of substantive fairness in housing disputes, particularly when vulnerable populations are involved.

## **V. CONCLUSION**

Appellant respectfully urges this Court to grant reconsideration of its April 8, 2025, order denying the motion to stay the rent condition imposed in the December 19, 2024, supersedeas order. Reconsideration is warranted under Code of Civil Procedure § 1008(a) and California Rules of Court, Rule 8.112, based on newly discovered material facts and constitutional concerns that were not previously presented. These include (1) the material omission of the actual property management entity that issued notices and exercised control over the tenancy, (2) Respondent's refusal to accept lawful Section 8 payments in violation of Government Code § 12955(p), and (3) the imminent irreparable harm that will result from enforcement of the rent condition while meritorious jurisdictional and due process issues remain unresolved on appeal.

December 19, 2024, order granting supersedeas. Reconsideration is appropriate under Code of Civil Procedure § 1008(a) and California Rules of Court, Rule 8.112 based on newly discovered material facts, legal errors, and the ongoing violation of Appellant's constitutional rights, all of which justify immediate relief.

Although this case proceeded to trial, the validity of that trial and the resulting judgment is seriously compromised by jurisdictional defects, including improper service, material omissions regarding the true managing entity, and fraud upon the court. The judgment was entered in favor of a party who may not have had standing or actual control over the property, while the entity that exercised day-to-day control, issued the 3-day notices, and testified at trial was never named in the complaint. As stated in *Davis v. Superior Court*



(1959) 175 Cal.App.2d 8, a judgment entered without proper jurisdiction is void and must be set aside.

Furthermore, Respondent's refusal to accept lawful Section 8 payments, in violation of Government Code § 12955(p), and its failure to address a life-threatening safety incident (a bullet fired through Appellant's wall), constitute serious violations of the covenant of quiet enjoyment (Civil Code § 1927) and raise grave habitability concerns under Civil Code § 1941.1. These are not minor procedural errors — they go to the heart of Appellant's rights under the California Constitution, Article I, § 7, and the Fourteenth Amendment to the U.S. Constitution.

Moreover, a stay of the rent condition pending appeal would serve the interests of justice and equity. The California Constitution, Article I, § 7, guarantees due process of law. The federal Constitution, under the Fourteenth Amendment, likewise requires that litigants receive a full and fair hearing before being deprived of housing. Courts have consistently held that the potential loss of one's home constitutes irreparable harm. (See *Jackmon v. America's Servicing Co.* (N.D. Cal. 2013) 2013 WL 594819, at \*8.)

Requiring a disabled and indigent tenant to pay disputed rent to maintain appellate rights — when the trial court's jurisdiction is contested — is fundamentally inequitable. The courts have long recognized that the loss of one's home is irreparable harm (*Jackmon v. America's Servicing Co.* (N.D. Cal. 2013) 2013 WL 594819, at \*8), and the \*public interest strongly supports judicial scrutiny in unlawful detainer proceedings, particularly where



civil rights and disability accommodations are at issue. The California Supreme Court has reaffirmed that courts must ensure judgments are based on a sound legal foundation and not on “technical compliance masking deeper defects” (*Schweiger v. Superior Court* (1970) 3 Cal.3d 507).

The balance of hardship clearly favors Appellant, who risks imminent eviction, homelessness, and loss of disability-related housing stability, while Respondent has suffered no comparable prejudice and has refused lawful rent payment. No adequate remedy at law exists, and an immediate stay is essential to preserve the integrity of the appeal.

This case is not only about one tenant — it raises broader due process concerns and questions of public importance regarding how jurisdiction, service, and standing are handled in unlawful detainer trials in California. A reconsideration and immediate stay is necessary to prevent irreparable harm and safeguard constitutional rights pending full appellate review.

Given these circumstances, the balance of hardship clearly favors Appellant. The Respondent has shown no substantial prejudice that would result from a brief delay in enforcement, while Appellant faces homelessness, loss of disability accommodations, and the deprivation of appellate rights without judicial remedy.

This Court has the inherent and equitable authority to reconsider its prior order and to stay enforcement of a rent condition that was imposed without due consideration of

constitutional, factual, and jurisdictional deficiencies. The public interest in safeguarding due process for vulnerable tenants and ensuring integrity in unlawful detainer proceedings further supports the granting of this motion.

## **VI. PRAYER FOR RELIEF**

WHEREFORE, Appellant respectfully requests that this Court:

1. Grant reconsideration of its April 8, 2025 order;
2. Vacate or stay the rent payment condition imposed in the supersedeas order;
3. Immediately enjoin the trial court from lifting the stay or issuing a writ of possession pending final appellate resolution;
4. Affirm Appellant's constitutional right to a meaningful and impartial appellate review without the coercive threat of eviction.

Respectfully submitted,

April 17, 2025



Oudree Ellis-Sanders

Appellant, Pro Se

**DECLARATION OF OUDREE ELLIS-SANDERS**

I, Oudree Ellis-Sanders, declare as follows:

1. I am the Appellant in the above-entitled action. I submit this declaration in support of my Motion for Reconsideration and Request for Immediate Consideration.
2. I respectfully submit that the rent condition imposed by the Court of Appeal in its December 19, 2024, order granting supersedeas is unconstitutional and unjust under the facts of this case. I have newly discovered evidence that the party who issued the notices and managed the rental premises—the onsite property management company—was not named as a party in the action, even though it exercised direct control, issued the notices, and appeared at trial. This omission undermines the validity of the complaint and the judgment and renders the lower court’s jurisdiction defective.
3. As an indigent, disabled tenant and mother, I cannot pay the ordered rent and have exhausted all legal and financial options. The landlord refused to accept Section 8 housing assistance in violation of California Government Code § 12955(p), which recognizes source-of-income discrimination as unlawful.
4. On November 3, 2024, a bullet was fired through the wall of my apartment from a neighboring unit. My daughter and I were placed in immediate danger. I called the police, yet management failed to respond with any corrective action. This constitutes a severe breach of the covenant of quiet enjoyment under Civil Code § 1927 and raises serious questions of habitability under Civil Code § 1941.1.
5. The lower court ignored these serious allegations, dismissed due process arguments, and allowed a judgment based on fraudulent service and omission of key parties. As a result, I

now face imminent and irreparable harm, including eviction, homelessness, and the deprivation of necessary medical accommodations—all without a constitutionally sound judgment.

6. The named Plaintiff in the unlawful detainer case is GUARDIA PIAZZA D'ORO LLC, who is listed as the owner of the property on the lease. However, the lease also expressly names FPI Management as the authorized agent and landlord, and states that FPI is responsible for property management, rent collection, issuing notices, and maintaining tenancy operations.
7. Attached as Exhibit A is a true and correct copy of my Residential Lease Agreement, signed on or around September 15, 2020, for the premises at 3432 Capri Way #3, Oceanside, California. While the lease identifies GUARDIA PIAZZA D'ORO LLC as the titled owner, it also clearly and expressly identifies FPI Management, Inc. as the authorized agent and landlord responsible for issuing notices, collecting rent, managing the property, and receiving service of process.
8. During my entire tenancy, all relevant communications — including rent demands, notices, and disability-related responses — came from FPI Management. It was FPI, not GUARDIA, that issued the 3-Day Notice to Pay Rent or Quit, executed lease documents, and controlled the day-to-day operations of the rental property.
9. Despite this, FPI Management was never named as a party to the unlawful detainer action. GUARDIA PIAZZA D'ORO LLC falsely stated in the verified complaint that it “owns and manages” the property and had standing to prosecute the unlawful detainer. No declaration from FPI Management was offered to establish the notice’s

authenticity or to explain their role. The trial court relied on these representations in error.

10. This constitutes a material misrepresentation to the trial court, and deprived me of due process and the opportunity to raise defenses against the actual party in control of the tenancy. Because FPI was the real party in interest, their absence is a jurisdictional defect. Under California law, a party must have standing to sue, and that standing must be grounded in fact. The court's judgment is void where the plaintiff misrepresents its legal interest or omits the actual landlord who exercised rights under the lease.
11. The judgment is further tainted by a lack of proper service, ADA and FHA violations, retaliation, unsafe habitability conditions — including a gunshot fired into my home — and the trial court's failure to enforce procedural protections afforded to tenants, especially those with disabilities and limited means.
12. I respectfully request that the Court reconsider its prior ruling and grant immediate relief by staying the rent-payment condition, and fully reviewing the jurisdictional and constitutional defects that infected the underlying judgment.
13. If this Court does not intervene to reconsider the denial of my motion to stay the rent condition, I will be unlawfully dispossessed before my meritorious appeal can be heard. This not only threatens my fundamental rights but could set a dangerous precedent regarding how such unlawful detainer cases are adjudicated, particularly when disabled and low-income tenants are involved.

I declare under penalty of perjury under the laws of the State of California that the foregoing  
is true and correct.

Executed this 17 day of April, 2025, in Oceanside, California.

Oudree Ellis-Sanders

Oudree Ellis-Sanders

**COURT OF APPEAL, FOURTH APPELLATE DISTRICT****DIVISION ONE****STATE OF CALIFORNIA**

Court of Appeal  
Fourth Appellate District  
**FILED ELECTRONICALLY**  
**04/18/2025**  
Brandon L. Henson, Clerk  
By: Jonathan Newton

**GUARDIA PIAZZA D'ORO LLC,**

**Plaintiff and Respondent,**

**v.**

**LOUDREE ELLIS-SANDERS,**

**Defendant and Appellant.**

**D084362**

**(Super. Ct. No. 37-2023-  
00015923-CU-UD-CTL)**

**THE COURT:**

Appellant's motion for reconsideration of this court's April 8, 2025 order has been read and considered by Justices Buchanan, Castillo, and Rubin. The motion is denied.

**BUCHANAN, Acting P. J.**

**Copies to: All parties**

**Exhibit F – Oceanside Police Report and False Proof of Service Evidence**





Oceanside Police Department  
Public Records Request  
Victim Copy

Case No. 23009772

Report No. 23009772.1

1

Page 1 of 4

Primary Victim: Ellis-Sanders, Oudree Samaiyah

GENERAL CASE INFORMATION

Primary Charge: 134 - PC - PREPARE FALSE EVIDENCE (F)

Location, City, State, ZIP:  
3432 Capri Way Unit 3, Oceanside, CA 92056

Call For Service Date/Time  
08/17/2023 17:01:27 (Thursday)

Occurrence Date/Time  
06/05/2023 18:41:00 (Friday)

Call For Service Event Type:  
Self Initiated

VICTIM/S

Victim #1

Name:  
Ellis-Sanders, Oudree Samaiyah

Sex:  
F

Age:  
44

Injury:

Home Address, City, State, ZIP:  
3432 Capri Way Unit 3, Oceanside, CA 92056

Victim Of:  
134 - PC - PREPARE FALSE EVIDENCE (F)

Employment Status: Occupation/Grade: Employer/School:

Employer Address, City, State Zip:

IBR/UCR OFFENSE/S

Offense Description:  
134 - PC - PREPARE FALSE EVIDENCE (F)

Level:  
F

Against:  
PR

Completed?  
Yes

Counts

ARRESTEE/S

SUSPECT/S (Not Yet Arrested)

WITNESSES

Witness #1

Name:  
Karhu, T

Sex:

Age:

Injury:

Home Address, City, State, ZIP:

Employment Status:  
Employed

Occupation/Grade:  
Police Officer

Employer/School:  
Oceanside Police  
Department

Employer Address, City, State Zip:  
3855 Mission, Oceanside, CA 92058

Witness #2

Name:  
Mastro, Domenic

Sex:  
M

Age:  
47

Injury:

Home Address, City, State, ZIP:

0 Unknown

Employment Status:

Occupation/Grade:

Employer/School:

Employer Address, City, State Zip:

OTHER ENTITIES

Entity #1

Name:  
Sanders, Stormi

Sex:  
F

Age:  
24

Injury:

Home Address, City, State, ZIP:

0 Unknown

Employment Status:

Occupation/Grade:

Employer/School:

Employer Address, City, State Zip:

RELEASED PER  
GOVERNMENT CODE  
7923.600

Reporting Officer

OC1529 - Karhu, Tuomas

Division / Organization

Investigations  
Property Crimes Unit - Financial  
Crimes Unit

Report Date

08/17/2023 17:16:31

Detective Assigned



Oceanside Police Department  
Public Records Request  
Victim Copy

35

Case No. 23009772

2

Primary Victim: Ellis-Sanders, Oudree Samaiyah

Report No. 23009772.1

Page 2 of 4

PROPERTY

Property Item #1.000 - Proof of service allegedly created fraudulently

Property Category: 1620 - Fraudulent, Fake or Counterfeit Document		Count: 1	Value: \$0.00
Status: S - Stolen (Bribe/Defraud/Embezzle/Ransom/Extort/Etc.)		Model:	
Manufacturer:		Body Style:	
Color:	License No:	License Type:	License Year: License State:

RELEASED PER  
GOVERNMENT CODE  
7923.600

REPORT NARRATIVE

PROSECUTION DESIRED

BWC-AXON

ORIGIN:

08/17/2023 at approximately 1700 hours I was working at the front desk of the Oceanside Police Department, located at 3855 Mission Avenue in the City of Oceanside, reference a report of preparing false evidence. The alleged actions were a violation of PC 134 and the victim was a resident of the City of Oceanside.

OFFICERS OBSERVATIONS AND ACTIONS:

While working the front desk at the Oceanside Police Department, I assisted Oudree Ellis-Sanders with filing a report regarding a violation of PC 134 - preparing false evidence.

Ellis-Sanders presented a written "Victim Complaint" she stated she had attempted to submit to the San Diego District Attorney's Office. Ellis-Sanders had been instructed to file a case with the Oceanside Police Department.

Ellis-Sanders had received notice of pending court proceedings against her on 07/08/2023, unaware that the property management had filed action against her. Ellis-Sanders stated she had never been served with documents for the case, and alleged the proof of service form she had obtained from the County Court was filed as false evidence with an intent to misrepresent that she was served. The preparer of the document was listed as [REDACTED], a process server. Ellis-Sanders stated [REDACTED] worked for [REDACTED].

The proof of service stated the documents were served on 05/05/2023 at 1841 hours, at 3432 Capri Way #3. The documentation stated Oudree Ellis-Sanders was served with the documents. A physical description was provided as "Age: 40; Race: African American; Gender: Female; Wgt: 160; Hgt: 5'6", Hair: Black;". Ellis-Sanders stated the description was incorrect because she had red hair (dyed), and stated her height was closer to 5'9".

Reporting Officer OC1529 - Karhu, Tuomas	Division / Organization Investigations Property Crimes Unit - Financial Crimes Unit
Report Date 08/17/2023 17:16:31	Detective Assigned





Oceanside Police Department  
Public Records Request  
Victim Copy

36

Case No. 23009772

3

Primary Victim: Ellis-Sanders, Oudree Samaiyah

Report No. 23009772.1

Page 3 of 4

Additionally, Ellis-Sanders stated the documents stated the process server heard barking dogs inside during the multiple unsuccessful services, but she does not have any pets.

Ellis-Sanders stated the written documents she submitted encompassed her statement regarding the incident, but added that her daughter, Stormi Sanders, did not actually reside at 3432 Capri Way Unit 3. Stormi Sanders lived in Orange County, and Ellis-Sanders wanted to get her name removed from the eviction.

Ellis-Sanders stated she had been out of town from noon on 05/05/2023, until returning on 05/07/2023. Ellis-Sanders stated she was certain she was not home at the time the proof of service described her being served with documents. Ellis-Sanders stated she had a friend, Domenic Mastro, who could verify she was in Orange County at the time.

Based on Ellis-Sanders statement, I completed a crime case for a violation of PC 134 - preparing false evidence.

I provided Ellis-Sanders with a victim's resource guide and case number.

I uploaded Ellis-Sanders' victim complaint and copy of the proof of service to Axon.

On 08/18/2023 I attempted to call the witness Domenic Mastro at the phone number provided by Ellis-Sanders. I obtained a statement from Mastro, who stated Ellis-Sanders was with him in Orange County and Los Angeles between 05/05/2023 at 1300 hours, and 05/07/2023.

This concluded my investigation.

**STATEMENTS:**

**Statement of Oudree Ellis-Sanders (Victim/Reporting Party):**

Ellis-Sanders stated the written documents she submitted encompassed her statement regarding the incident, but added that her daughter, Stormi Sanders, did not actually reside at 3432 Capri Way Unit 3. Stormi Sanders lived in Orange County, and Ellis-Sanders wanted to get her name removed from the eviction.

Ellis-Sanders stated she had been out of town from noon on 05/05/2023, until returning on 05/07/2023. Ellis-Sanders stated she was certain she was not home at the time the proof of service described her being served with documents. Ellis-Sanders stated she had a friend, Domenic Mastro, who could verify she was in Orange County at the time.

Reporting Officer <b>OC1529 - Karhu, Thomas</b>	Division / Organization <b>Investigations Property Crimes Unit - Financial Crimes Unit</b>	RELEASED PER GOVERNMENT CODE 7923.600
Report Date <b>08/17/2023 17:16:31</b>	Detective Assigned	



Oceanside Police Department  
Public Records Request  
Victim Copy

37

Case No. 23009772

4

Primary Victim: Ellis-Sanders, Oudree Samaiyah

Report No. 23009772.1

Page 4 of 4

Ellis-Sanders stated the physical description of her in the proof of service was incorrect because she had red hair (dyed), and stated her height was closer to 5'9". The proof of service also mentioned dogs barking at the residence, and Ellis-Sanders stated she had no dogs because she was allergic. Ellis-Sanders stated a recent home inspection by the property management would show she had no pets.

Ellis-Sanders believed the process server, [REDACTED], had falsified the form and misrepresented serving her the documents. Ellis-Sanders believed [REDACTED] and the [REDACTED], who represented the property management, had colluded together to present falsely that she had been served on 05/05/2023.

Ellis-Sanders desired prosecution.

Statement of Domenic Mastro (Witness):

Mastro essentially stated he was with Ellis-Sanders and her younger daughter, Trinity, during the weekend in question. Mastro met Ellis-Sanders in Anaheim on 05/05/2023 at 1300 hours. Mastro accompanied Ellis-Sanders and her daughter to a carnival in Buena Park. On Saturday, they visited thrift stores in Los Angeles. Ellis-Sanders returned home on Sunday 05/07/2023.

EVIDENCE:

See Evidence List.

PROPERTY LOSS:

None.

INJURIES:

None.

WITNESS:

See Witness List.

ATTACHMENTS:

See Attachments.

Reporting Officer <b>OC1529 - Karhu, Tuomas</b>	Division / Organization <b>Investigations Property Crimes Unit - Financial Crimes Unit</b>	<b>RELEASED PER GOVERNMENT CODE 7923.600</b>
Report Date <b>08/17/2023 17:16:31</b>	Detective Assigned	

Case # 23009772  
Filed: 08-17-2023 1700 hrs  
Officer T. Karhu #1529  
Oceanside Police Department  
3855 Mission Avenue  
Oceanside, CA 92058  
(760) 435-4900

August 17, 2023

**RE: Victim Complaint OUDREE ELLIS-SANDERS**

I became aware of an unlawful detainer case against me on or about July 08, 2023 when I retrieved my mail. The letter was from a law firm named Todd Brisco and Associates. The letter stated that they intended to request a default judgment of which I was horrified and shocked because I was never served or notified that my management had filed a UD action against me in superior court which is my constitutional right to be served. I filed an Ex Parte motion with the court to let them know I was never served the summons and complaint. I was in a state of absolute confusion that this happened to me. I have heard in the news about corrupt attorneys and process servers who have filed false documents but I never thought I would become a victim of this type of crime and in a case as serious as an unlawful detainer. I feel completely violated and angry that the law firm and the process server would be so willing to file false documents, commit crimes so easily and because of that I believe there are more victims by the hands of the process server, the agency and the law firm.

Through my research and requesting of documents from the civil business office I have a copy of the proof of service that was filed by the law firm and process server.

The law firm is Todd Brisco Law Office located at 2200 W. Orangewood, Ste 250, Orange, CA 92868 (714) 634-2814

The Process service agency is listed as United Legal 1128 E. 6<sup>th</sup> ST, Suite 2, Corona, CA 92879 1-(855) 401-8834

The Process Server is listed as Ryan Norris Registration: PSC#6312 County Orange

Ryan Norris claimed to have been at my residence five (5) times of which I never came into contact with this person any of those times and I am raising doubts as to whether he was there at all. On attempt number two he claims to have heard dogs barking inside my home and I do NOT own animals and have not had a family pet



since the age of 13 years old in fact I have so many allergies I can't have pets in my home.

On attempt number five (5) Ryan Norris claimed to have successfully served me and this was Cinco De Mayo weekend I wasn't at home on either May 05 or May 06 2023.

The description that Ryan Norris put of me is not accurate. He put that I am 5'6, 160 with Black hair. When in reality I am closer to 5'9 with red hair. It is clear that this person was guessing with the description and never saw me because my red hair is very distinct, stands out and something most people notice first about me. I am attaching the proof of service that was filed by the Plaintiff's attorney

This is corrupt and criminal behavior from both the process server and the law firm. While they also claimed to have served me May 05, 2023 they waited until May 30, 2023 to file the proof of service with the Court which I find very suspicious.

In looking at other cases like this that were prosecuted there are penal codes that allow charges to be brought both criminally and civilly against these people: Fraud; False Proofs of Service; Identity Theft; Forgery; False Presentation; False Evidence; Filing a False/Forged Instrument.

### **California Penal Codes Could Be Brought Forth Against The Perpetrators**

#### **Forging and Presenting Deeds - The California Penal Code 115 PC**

Penal Code 132 makes it a felony crime to knowingly "offer" into evidence any type of written material, instrument, that was forged or altered.

Penal Code 134 makes it a crime to "prepare" false evidence with the intent for it to be introduced in court, even if you never actually presented it in court. (Felony).

**IDENTITY THEFT LAWS IN CALIFORNIA – PENAL CODE 530.5 PC;** willfully obtained someone's information and used it for an unlawful purpose. In my case my address and someone's attempt to identify me was used in a crime of preparing false documents to the court.

California Penal Code 118 PC describes perjury as knowingly providing false testimony while under oath, which is a felony offense punishable by up to four years

in jail. Penal Code 118 perjury is defined as knowingly giving false testimony while under oath.

Universal Citation: CA Penal Code § 127 (2022)

127. Every person who willfully procures another person to commit perjury is guilty of subornation of perjury, and is punishable in the same manner as he would be if personally guilty of the perjury so procured.

It is quite certain did both Todd Brisco Law Firm and his process server Ryan Norris set out to cause me harm. Ryan Norris probably wants to get paid for every service so he falsified documents and all his court documents should be investigated. The law firm is also culpable because their behavior is suspicious and I made aware to them that I was not served the summons and complaint. The fact that the proof of service was filed nearly 30 days later is suspicious. I just think both Todd Brisco and his process server Ryan Norris don't care about the rights of people who can't afford an attorney so they figure they will not fight back and it's an easy win for them and this perverse view of the law.

Submitted by;

My witness Domestic mstrs can provide a statement and will testify, we were together my 05, 2023 and my 06, 2023.

*Oudree S. Ellis*

Oudree Ellis-Sanders  
3432 Capri Way, Unit 3  
Oceanside, CA 92056  
(714) 329-0392

UD Case # 37-2023-000 15923-CU-UD-CTL

**Exhibit G – Section 8 Voucher and Evidence of Plaintiff's Refusal**





China Rose &lt;iuniverseyou@gmail.com&gt;

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**RE: Oudree-Ellis Sanders 3432 Capri Way #3**

---

**Susana Sandoval** <SSandoval@oceansideca.org>

Fri, Feb 3, 2023 at 2:06 PM

To: Caroline Kolosky &lt;caroline.kolosky@fpimgt.com&gt;

Cc: piazzadoro@fpimgt.com &lt;piazzadoro@fpimgt.com&gt;, China Rose &lt;iuniverseyou@gmail.com&gt;

Hi Caroline Kolosky,

Ms. Ellis-Sanders' unit passed inspection 1/31/23.

In my conversation with Susan at your office, I explained that the Oceanside Housing Authority will require the following items to process payment:

- Vendor Application form, attached
- Direct Deposit form, attached
- Voided Check
- W-9 form, attached
- Property Management Agreement, if applicable
- 13 month signed lease with the rent amount \$3,529 as stated in the Request for Tenancy Approval
- Original Housing Contract signature page, left with Susan in your office. I did include a sample of the Housing Contract (attached), but the Oceanside Housing Authority will need the original signature page left at your office.

Please keep in mind, the Oceanside Housing Authority is estimated to pay the entire rent amount of \$3,529, but the first check payment will be mailed out 4 to 6 weeks after the Oceanside Housing Authority obtained all the documents pending above.

Let me know if you have any questions.

Best Regards,

Susana Sandoval

Housing Specialist

City of Oceanside Housing Authority

P: 760-435-3934

F: 760-435-6934

**From:** Caroline Kolosky <[caroline.kolosky@fpimgt.com](mailto:caroline.kolosky@fpimgt.com)>

**Sent:** Friday, February 3, 2023 10:25 AM

**To:** Susana Sandoval <[SSandoval@oceansideca.org](mailto:SSandoval@oceansideca.org)>

**Subject:** Oudree-Ellis Sanders 3432 Capri Way #3

**Warning: External Source**

Hello Susana,

I am emailing you on behalf of Oudree Eliis-Sanders.

I apologize, I did not receive the email for the request of certain forms etc. This is my direct email.

Once of the request is:

- 13 month signed lease with the rent amount \$3,529 as stated in the Request for Tenancy Approval

For certain reasons, I am unable to send the renewal to the resident. Please contact Ourdree for further explanation.

Best Regards,

**Caroline Kolosky - Community Director** Piazza D'Oro Townhomes

[www.piazzadorotownhomes.com](http://www.piazzadorotownhomes.com) | tel: (760) 966-5048

3402 Piazza De Oro Way Ste. 110, Oceanside, CA 92056



----- Forwarded message -----

From: Susana Sandoval <SSandoval@oceansideca.org>

To: "piazzadoro@fpimgt.com" <piazzadoro@fpimgt.com>

Cc: "China Rose" <iuniverseyou@gmail.com>, Keysa Machado <KMachado@oceansideca.org>

Bcc:

Date: Tue, 31 Jan 2023 22:35:31 +0000

Subject: 3432 Cspri Way Apt. 3

Hi Caroline Kolosky,

Ms. Ellis-Sanders' unit passed inspection today.

In my conversation with Susan at your office, I explained that the Oceanside Housing Authority will require the following items to process payment:

- Vendor Application form, attached
- Direct Deposit form, attached
- Voided Check
- W-9 form, attached
- Property Management Agreement, if applicable
- 13 month signed lease with the rent amount \$3,529 as stated in the Request for Tenancy Approval
- Original Housing Contract signature page, left with Susan in your office. I did include a sample of the Housing Contract (attached), but the Oceanside Housing Authority will need the original signature page left at your office.

Please keep in mind, the Oceanside Housing Authority is estimated to pay the entire rent amount of \$3,529, but the first check payment will be mailed out 4 to 6 weeks after the Oceanside Housing Authority obtained all the documents pending above.

Let me know if you have any questions.

Best Regards,

Susana Sandoval

Housing Specialist

City of Oceanside Housing Authority

P: 760-435-3934

F: 760-435-6934

HAP Contract July 2022.pdf, Vendor Packet FY21-22.pdf, 3432 Cspri Way Apt. 3.eml

**Exhibit H – Lease Agreement and Evidence of FPI Management’s Role**



# LEASE CONTRACT

CERTIFIED LEASE CALIFORNIA

## PARTIES AND LEASED PREMISES

<b>Owner</b> Guardian Piazza D'Oro, LLC	<b>Address</b> 3402 Piazza De Oro Way, Oceanside, CA 92056	<b>Phone</b> (760) 966-5048
<b>Agent</b> FPI Management, Inc.	<b>Address</b> 800 Iron Point Road, Folsom, CA 95630	<b>Phone</b> (916) 357-5300
<b>Residential Community</b> Piazza d' Oro		
<b>Street Address</b> 3402 Piazza De Oro Way	<b>City</b> Oceanside	<b>State</b> California
		<b>ZIP</b> 92056
<b>Residents:</b> OUDREE S. ELLIS-SANDERS and STORMI S. SANDERS		<b>Leased Premises</b> 3
<b>Street Address</b> 3432 CAPRI WAY	<b>City</b> OCEANSIDE	<b>State</b> California
		<b>ZIP</b> 92056
<b>Occupants</b> TRINITY ELLIS-SANDERS (Dependent)		

## LEASE TERM

<b>Type</b> <input checked="" type="checkbox"/> Move-In <input type="checkbox"/> Renewal	<b>Length</b> 11 months	<b>Move-In Date</b> 7/31/2020	<b>Start Date</b> 8/1/2020	<b>End Date</b> 6/30/2021	<b>Date Signed</b> September 15, 2020
---	----------------------------	----------------------------------	-------------------------------	------------------------------	--

## RENT

<b>Payable To</b> Piazza d' Oro	<b>Address</b> 3402 Piazza De Oro Way, Oceanside, CA 92056	<b>Phone</b> (760) 966-5048
<b>Usual Days and Hours When Rent May be Personally Paid</b> 9am to 6pm Monday - Sat, Sunday 10am to 5pm	<b>Due On</b> 1st	<b>Late On</b> 4th
		<b>Fax</b> (760) 967-6106

## CHARGES

Utilities (Late Setup)	\$25.00	Failure to Clean Animal Waste Charge	\$25.00	Flea Spraying Charge	\$35.00
Lease Buy-Out	\$4,605.00	Key Replacement Charge	\$5.00	Late Payment	\$307.00
Late Payment of Utilities Charge	\$7.00	Dishonored Payment	\$25.00	Smoke/CO Alarm Tampering Charge	\$25.00
Failure to Clean Garbage Charge	\$25.00				

## TOTAL MOVE-IN COSTS

Total Monthly Payment	\$3,070.00	Total Deposits	\$1,535.00	Total One-Time Fees	\$0.00
HOLDING DEPOSIT PAID ON 7/16/2020					(\$100.00)
<b>TOTAL DUE ON OR BEFORE MOVE-IN</b>					<b>\$4,505.00</b>

MONTHLY PAYMENTS		DEPOSITS		ONE-TIME FEES	
Base Rent	\$3,070.00	Security Deposit	\$1,535.00	Application Fee(s)	\$0.00
<b>TOTAL MONTHLY PAYMENT</b>	<b>\$3,070.00</b>	<b>TOTAL REFUNDABLE SECURITY DEPOSITS</b>	<b>\$1,535.00</b>	Paid \$104.92	
				<b>TOTAL ONE-TIME FEES</b>	<b>\$0.00</b>

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **15th** day of **September, 2020**, by and between Owner of Residential Community ("Owner") and **OUDREE S. ELLIS-SANDERS and STORMI S. SANDERS**, jointly and severally (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **3432 CAPRI WAY #3, OCEANSIDE, CA 92056** (the "Leased Premises"), located within **Piazza d' Oro** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose, except as specifically mandated by applicable law. The Leased Premises may also include the right to rent additional features such as parking spaces, storage

and garage spaces, which, if applicable, will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with and attached to this Agreement, but such third party will not have a right to possession of the Leased Premises. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors ("Owner's Related Parties") are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder, but are not personally responsible for any of Owner's obligations under this Agreement. The following person or entity ("Agent") is authorized to collect rents, manage, and maintain the Leased Premises and is authorized to act on behalf of Owner for the purpose of receiving service of process, notices, and demands: **FPI Management, Inc., 800 Iron Point Road, Folsom, CA 95630, (916) 357-5300.**

1. **OCCUPANCY OF THE LEASED PREMISES.** In addition to Resident(s), only the following occupants ("Occupants") may reside in the Leased Premises: **TRINITY ELLIS-SANDERS (Dependent)**. No other persons have permission to occupy the Leased Premises unless such permission is in writing and signed by Owner or its authorized agent. Owner's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Residents names above and shall not constitute permission for the person making the payment to occupy the Leased Premises. Should any person not named above make any claim to right of possession of the Leased Premises, any such person shall be deemed to be the guest or invitee of the named Residents and their claim to right of possession shall be denied. Any person named above in this Section who is not also named above as a Resident and/or who is not a signatory to this Agreement shall be deemed to be invitees of the named Residents, who are signatories to this Agreement. Accordingly, if any such individual is not named in any unlawful detainer action to regain possession of the Leased Premises, and if any such individual thereafter makes a claim to right of possession of the Leased Premises, that claim shall be denied on the basis that said individual is the invitee of the named Residents and does not have an independent claim to right of possession of the Leased Premises. It is a material breach of this Agreement if any person other than Residents or Occupants occupies the Leased Premises for more than **six (6)** consecutive days or **fourteen (14)** total days in any **twelve (12)** month period, and shall entitle Owner to serve Residents with a notice terminating the tenancy, in addition to any other remedies Owner may have.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. To the greatest extent allowed by law, any assignment or subletting without Owner's prior written consent shall be void and shall, at Owner's sole discretion, terminate this Agreement.

2. **TERM.** This Agreement shall be for a fixed lease term of **11 months**. The initial term ("Initial Term") of this Agreement shall begin on **August 1, 2020** and end at **11:59pm** on **June 30, 2021**. Thereafter, this Agreement will automatically renew for successive month to month terms unless either party provides written notice that it will not renew at least **thirty (30)** days prior to the expiration of the Initial Term. After the first year of occupancy, Owner shall give Residents at least sixty (60) days prior written notice of termination.

Any holding over by Residents at the expiration of the lease term with the consent of Owner shall create a month-to-month tenancy on the same terms and conditions set Civil Code Section 827 and terminable by either party upon proper written notice, in accordance with the provisions of California Civil Code Section 1946 unless otherwise prescribed by a local ordinance or other applicable law.

**2.1. Move-Out Notices and Procedures.** Prior to moving out, Residents are required to provide Owner with advance written notice of at least **thirty (30)** days. The move out notice must comply with all applicable notice provisions of this Agreement and provide Residents' move out date. Residents must obtain written acknowledgment from Owner of receipt of Residents' move out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement or a different notice period is required by law. Verbal move out notice is not an acceptable form of termination. The move out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties. Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due.

3. **SECURITY DEPOSIT.** Residents have deposited with Owner the sum of **\$1,535.00**, the receipt of which is hereby acknowledged as a security deposit and which sum shall not exceed the maximum permitted by California Civil Code Section 1950.5. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code Section 1950.5 and any other applicable statutes. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims above the amount of the security deposit. Owner shall not be obligated to pay Residents interest in connection with such security deposit, unless specifically required by applicable law.

It is understood that the security deposit is applicable to all Residents jointly, and Owner does not account for it until the



passing of the permissible statutory period after all Residents have vacated the Leased Premises. Any refund due may be made payable jointly to all Residents and it shall be the responsibility of all Residents to work out between themselves the manner of dividing said security deposit. If Owner chooses to make the refund to any one of Residents individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Leased Premises), in legal contemplation the payment shall be deemed to have been made to all Residents and Owner shall have no liability to any one or group of Residents for failure of any Resident to divide such refund equitably.

If the security deposit is later increased by agreement of the Parties for any reason (such as the installation of a satellite dish, a waterbed or relating to a pet), the additional security deposit will be disbursed by Owner in accordance with this section at the end of the statutory period following the end of Residents' tenancy. Removal of the pet, satellite dish or waterbed, or whatever caused the increase in the deposit, will not be grounds for early disbursement of the security deposit.

4. **RENT.** Residents agree to pay to Owner, as rent for the Leased Premises, the sum of \$3,070.00 per month. Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the 1st day of each month ("Due Date") in the form of personal check cashier's check money order. Rent and all other sums due to Owner will be payable to Piazza d' Oro, 3402 Piazza De Oro Way, Oceanside, CA 92056, (760) 966-5048. The usual days and hours when payments may be made personally are: 9am to 6pm Monday - Sat. Sunday 10am to 5pm, 3402 Piazza De Oro Way, Oceanside, CA 92056. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the 4th day of the month, payment must be in the form of Domuso, Certified Funds, Money Gram, Cashier's check. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of Domuso, Certified Funds, Money Gram, Cashier's check.

If Residents make any payment by check, it may be converted into an electronic funds transfer (EFT). This means Owner will copy the check and use the account information on it to electronically debit Residents' account for the amount of the check. The debit from Residents' account will usually occur within twenty-four (24) hours, and may occur as early as the same day as Owner receives payment. The debit will be shown on Residents' regular account statement. Residents will not receive the original check back. Owner will destroy your original check, but will keep a copy of it to the extent required by applicable laws. If the EFT cannot be processed for technical reasons, Residents authorize Owner to process the copy in place of the original check. If the EFT cannot be completed because of insufficient funds, Owner may require payment in certified funds.

**4.1. First Payment.** If Residents fail to pay the first month's rent on or before the date this Agreement begins, Owner may terminate this Agreement and recover damages including, but not limited to, future rents (less any mitigation) and other lawful charges. The first payment of rent must be payable in the form of Domuso, Certified Funds, Money Gram, Cashier's check only.

**4.2. Online Payments.** Residents are permitted to make rent payments via an online web-based service. Payment of rent online, while such service is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such service is used is Residents', and not Owner's, risk. Furthermore, Residents hereby agree not to chargeback any rent payments made by credit card, debit card, EFT, ACH or any other electronic means to Owner. Owner and Residents agree that when Residents chargeback rent payments in such a manner, the actual cost to Owner is difficult or impossible to ascertain, but the Parties agree that Owner does, in the event of such chargebacks, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the chargeback payment. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, which the Parties agree is difficult or impossible to ascertain, the Parties agree that, any time Residents chargeback a payment made by electronic means, Residents shall pay Owner a sum of \$0.00 for the chargeback, as stipulated liquidated damages, as both Residents and Owner hereby agree that the amount of damages Owner will be forced to endure in the event of such a chargeback. In the event of such a chargeback, Residents shall pay the rent, liquidated damages and any other applicable charges and fees then due by Domuso, Certified Funds, Money Gram, Cashier's check. If one (1) or more payments submitted by Residents are charged back in any twelve (12) month period, Residents shall be required to pay all future rent and other charges by Domuso, Certified Funds, Money Gram, Cashier's check. Owner shall not require any form of electronic funds transfer to be the only form of payment.

5. **LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, but the Parties agree that Owner does, in the event of late



payment or in the event of a dishonored check, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment. After making a reasonable endeavor to estimate accurately the approximate costs associated with such a breach, the Parties agree that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

**5.1. Late Payments.** If Residents have not paid the full rent payment before the 4th day of the month, Residents shall pay a sum of \$307.00, as stipulated liquidated damages for the amount of damages Owner will be forced to endure in the event of rent being paid late.

**5.2. Dishonored Payments.** Residents shall pay Owner a sum of \$25.00 for any returned payment, as stipulated liquidated damages, as both Residents and Owner hereby agree that the amount of damages Owner will be forced to endure in the event of such returned payments. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by Domuso, Certified Funds, Money Gram, Cashier's check. If two (2) or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any twelve (12) month period, Residents shall be required to pay all future rent and other charges by Domuso, Certified Funds, Money Gram, Cashier's check plus any and all costs required in the collection of said payments.

- 6. PAYMENTS.** Owner is not obligated to accept partial payments of rent or other charges after the expiration of a Notice to Pay Rent or Quit or Notice to Perform Covenant or Quit. Except for rent, all charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner may first apply payments received to any unpaid amounts other than rent, and/or Owner may apply payments received to the oldest amounts due from Resident before applying any payments to current amounts due, all irrespective of any written or verbal requests by Residents or when the charges may have accrued. To the extent that payments are made by Residents that Owner first applies to prior to Residents' prior amounts due, and the payments are not in amount to also cover Residents' current amounts due, Residents are advised and acknowledge that such a shortfall in the amounts paid can be subject to the provisions regarding late payments as specified above.

**6.1. Third-Party Payments.** Owner or Owner's agent is not required to accept the rent payment tendered by a third party unless the third party has provided to Owner or Owner's agent a signed acknowledgment stating that they are not currently a resident of the Leased Premises for which the rent payment is being made and that acceptance of the rent payment does not create a new tenancy with the third party. Failure by a third party to provide the signed acknowledgment to Owner or Owner's agent shall void the obligation of Owner or Owner's agent to accept Residents' rent tendered by a third party. Owner may provide a form acknowledgment to be used by third parties for such payments and Owner will accept an acknowledgment which is substantially similar to the acknowledgment provided for by California Civil Code Section 1947.3. Owner or Owner's agent may require a signed acknowledgment for each rent payment made by the third party.

- 7. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents acknowledge receipt of a copy of the Community Policies (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules with a thirty (30) day notice, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Owner and Residents agree that failure to comply with the Rules shall be deemed a material breach of this Agreement.

Residents further agree to comply with all signs posted by Owner in and around the common areas of the Residential Community including, but not limited to, parking areas and amenity areas. Owner may revoke the privilege of using any amenity by any Resident, household member, guest or invitee at the Residential Community if such persons fail to abide by posted signs or Rules relating to the amenity area and Residents shall not be entitled to any rent reduction or offset if the loss of amenity privileges is the result of the conduct of Residents, Occupants, or of Residents' household members, guests, or invitees.

Residents shall not put the Leased Premises, or any common areas associated therewith to any use that violates local zoning ordinances or any other law applicable to and about the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or any members of their household, occupants, guests, licensees or invitees.

- 7.1. Conduct of Residents.** Residents agree not to harass, assault, annoy, victimize, or endanger any other

resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any members of their household, occupants, guests, licensees or invitees while they are at the Residential Community. Residents further agree not to harass, verbally abuse, assault, denigrate or otherwise disrespect Owner, Owner's employees, agents and/or contractors or interfere with their lawful access to the Lease Premises and related common areas, or otherwise interfere with Owner's business operations. Owner and Residents agree that failure to abide by this policy can constitute a breach of this Agreement and may result in its termination.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, Owner and Residents agree will be considered a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or fire, safety, health, or criminal laws and regulations and 2) Residents or any members of their household is convicted for an offense involving actual or potential physical harm to a person or property, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia, including a misdemeanor, occurring at the Residential Community.

- 8. MULTIPLE RESIDENTS OR OCCUPANTS.** Owner and Residents agree that Residents will be in material breach of this Agreement if any Resident, Occupant, or guest (whether invited or uninvited) violate any of the terms of this Agreement or the Rules. Residents are jointly and severally liable for all obligations arising under this Agreement whether or not they remain in actual possession of the Leased Premises. Notices or demands from Owner that are served upon any Resident, Occupant or guest are deemed validly served upon all Residents. Each Resident agrees and is deemed to be an agent for service of process for all other Residents in eviction proceedings. Security deposit deduction itemizations may be sent to one Resident and shall constitute notice to all Residents. Owner may satisfy the duty to refund the security deposit by sending a security deposit accounting and/or the total amount owed to one Resident.

**8.1. Replacements and Subletting.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and rental criteria, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement unless specifically released by Owner. Replaced Residents and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises. Any attempt to replace any Residents or sublet the Leased Premises without Owner's prior written consent will be void. Residents shall not assign this Agreement.

**8.2. Assignment by Owner.** Owner may transfer or encumber Owner's interest in the Residential Community or the Leased Premises at any time during this tenancy. After Owner transfers their interest to the transferee, Residents must look solely to Owner's transferee for performance of Owner's obligations relating to the period after the transfer, including the accounting and/or return of any security deposit. Residents' obligations under this Agreement will not be affected by any transfer of Owner's interest in the Residential Community or the Leased Premises. Residents' rights in the Leased Premises are subject to and subordinate to any existing or future recorded deed of trust, easement, lien or encumbrance. If a lender forecloses on the Residential Community, Residents agree to recognize the purchaser as the owner under this Agreement if Residents are requested to do so.

**8.3. Short Term Rentals.** Residents are prohibited from engaging in short term rental activity or offering all or part of the Leased Premises for short-term rental, such as through AirBNB, VRBO, or other such sites. Engaging in short-term rental activity includes advertising and any and all other activities involved in locating short-term renters and/or disseminating information of, and regarding, the possible availability of the Residential Community or Leased Premises for any dwelling unit for rental by short-term or transient occupants on sites such as Expedia Priceline, hotels.com, booking.com, AirBNB or other similar locator websites, or web-based, electronic media, or private websites for individuals or companies. Any person who is not a Resident or a member of Residents' household, who occupies any portion of the Leased Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or barter of other goods, services, or property occupancy rights) is not an Occupant or guest. This constitutes attempted subletting or assignment under this Agreement.

- 9. USE OF LEASED PREMISES AND COMMON AREAS.** Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Residents shall not store or leave about any unattended personal property in any common area associated with the Leased Premises at any time without the express written consent of Owner or Owner's authorized agents. Residents agree to not do anything directly or indirectly in or about the Leased Premises that would otherwise cause any of Owner's insurance premiums to increase or insurance policies to be canceled. Nothing set forth herein shall be deemed as disallowing any use of the Leased



Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--other than a personal home office conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes if allowed by law; 7) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any Rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; and 8) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest, occupant or Resident in the Residential Community. Owner and Residents agree that any violation of these provisions shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with notice to cure said breach and/or terminating the tenancy depending upon the severity of said breach.

- 10. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that, prior to taking possession, Residents have been given the opportunity to inspect, and have inspected, the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner prior to or on the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat, clean and sanitary condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. The Leased Premises will be furnished with the following items: Refrigerator Dishwasher Disposal Range Microwave Washer/Dryer Air Conditioner.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic written notification to Owner any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, plumbing, appliance or appurtenance damaged by the misuse or neglect of Residents or any members of their household, occupants, guests, licensees or invitees.

**10.1. Smoke Detectors.** Residents acknowledge that the Leased Premises is equipped with operable smoke detector(s). Residents agree not to interfere with the presence or operability of such smoke detectors and to report immediately to Owner, in writing, any defects in the condition of any smoke detectors. Residents further agree that, if the smoke detector(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Residents assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Residents remove the battery of a smoke detector without immediately replacing the battery with a new one.

**10.2. Carbon-Monoxide Devices.** If a carbon-monoxide device has been installed within the Leased Premises, Residents acknowledge that the carbon-monoxide device was operable at the time Residents took possession of the Leased Premises. Residents are responsible for notifying Owner if Residents becomes aware of an inoperable or deficient carbon-monoxide device within the Leased Premises. Owner shall correct any reported deficiencies or inoperabilities in the carbon-monoxide device. Residents agree not to interfere with the presence or operability of any carbon-monoxide device. Residents further agree that, if the carbon-monoxide device(s) is battery operated, pursuant to California Civil Code Section 1942.1, as part of the consideration of the rental, Residents assumes responsibility to: (a) ensure the battery is in operating condition at all times; and (b) replace the battery as needed. Under no circumstances shall Residents remove the battery of a carbon-monoxide device without immediately replacing the battery with a new one.

- 11. UTILITIES.** Unless the following is modified by a separate addendum to this Agreement, Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: None. Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider or Owner, or Owner's designated Billing Party in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. During the Initial Term or any renewal period of this Agreement, Residents shall not allow utilities to be disconnected - and shall pay all utility bills on time. Residents shall not waste utilities supplied by Owner. Residents shall properly use all electrical, gas and plumbing fixtures and appliances. Residents shall not install or operate any

additional equipment or appliance including but not limited to additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: Water, Trash, Sewer, Gas, and Electric.

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the Due Date of the month next following the date of such billing. When Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents if utility payments are not made when due, it shall be considered a default under this Agreement.

**11.1. Connecting Utilities.** If a utility is individually metered, it must be connected in Residents' names and Residents must notify the utility provider of Residents' move-out date so the meter can be timely read. If Residents delay getting it turned on in Residents' name by lease commencement or cause it to be transferred back into Owner's name before Residents surrender or abandon the Leased Premises, Residents will be liable for a sum of \$25.00, as a liquidated damage, plus the actual or estimated cost of the utilities used while the utility should have been connected in Residents' names. If Residents are in an area open to competition and the Leased Premises is individually metered, Residents may choose or change Residents' retail electric provider at any time. If Residents qualify, Residents' provider will be the same as Owner's, unless Residents choose a different provider. If Residents choose or change Residents' provider, Residents must give Owner written notice. Residents must pay all applicable provider fees, including any fees to change service back into Owner's name after Residents move out.

- 12. DAMAGES, ALTERATIONS AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages, other than ordinary wear and tear, caused by Residents or any members of their household, occupants, guests, licensees or invitees. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner, or as expressly allowed by law. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

**EXCEPT IN CASES OF EMERGENCIES, ALL NOTICES FROM RESIDENTS OR OCCUPANTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS OR OCCUPANTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC WRITTEN FORM ONLY, AS SPECIFIED BY OWNER.** Verbal requests from Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or safety issues in the Leased Premises or at the Residential Community. Owner may terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard to the greatest extent permitted by applicable law. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

- 13. RISK OF LOSS OF RESIDENTS' PROPERTY.** Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than \$100,000.00 for the Initial Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision. Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere on the Residential Community. Residents



agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages to Residents' personal property sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents, any members of their household, occupants, guests or invitees are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.

- 14. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving 10 days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. This policy does not apply to accommodation or service animals. A disabled individual who requires an animal in order to be able to use and enjoy the Leased Premises or the Residential Community should contact Owner, before bringing the animal into the Residential Community, and request an accommodation to this lease provision. All accommodation requests will be processed in accordance with applicable laws.
- 15. HOLD HARMLESS FOR GUESTS.** To the extent allowed by law, Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' occupants, guests, invitees or any other person in the Leased Premises. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner.
- 16. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Initial Term, this Agreement will continue to be in effect, and Residents may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to allegations regarding cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.
- 17. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, subject to payment of damages for which Residents are liable.

**17.1. Safety Concerns.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of themselves, their, guests, their invitees, their licensees and their personal property as if such systems and deterrents did not exist.

Owner may install surveillance cameras in some of the common areas of the Residential Community. These cameras may or may not be monitored and the footage recorded by these cameras, if any, may or may not be kept by Owner for any length of time. Owner may remove such cameras, or install additional cameras, or cease recording with the cameras, at any time without notice to Residents. Footage from any cameras belongs to Owner and shall not be released to any resident although such footage may be released to law enforcement personnel, insurance adjusters or others with legitimate business needs for such footage in the sole discretion of Owner and without the consent of any individuals recorded by such footage.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information that is publicly available, which varies greatly from County to County, information that can be positively associated with a particular person based upon limited available identifiers in the public record, and information that is actually reviewed, and therefore are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or

future applicant.

Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request. If Residents receive a copy of any law enforcement agency's incident report for an incident that occurred on the Residential Community and said incident impacted the Leased Premises, the Residential Community or other residents at the Residential Community, Residents shall provide a copy of said incident report to Owner upon request.

**18. ACCESS.** Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; or 7) under any other circumstances permitted by state law. Owner will give Residents at least ~~twenty-four (24)~~ hours notice of Owner's intent to enter unless: a) an emergency exists; b) Residents have abandoned or surrendered the Leased Premises; or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless: i) an emergency exists; ii) Residents have abandoned or surrendered the Leased Premises; or iii) Residents consent, at the time of an entry that is not during normal business hours, to the entry. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed and constitute a waiver of any habitability or other claims Resident may have against Owner regarding any of Owner's affirmative duties associated with the condition of the Leased Premises due to Residents' interference with Owner's ability to perform said duties, and a material breach of this Agreement, which shall entitle Owner to serve Residents with a notice terminating this Agreement.

**19. TERMINATION, DEFAULT, AND REMEDIES.** Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. This Agreement shall be deemed terminated upon written notice of termination by Owner to Residents. No other action by Owner shall constitute termination of this Agreement, including, but not limited to: a) maintenance of the Leased Premises by Owner or on Owner's behalf; b) efforts to rent out the Leased Premises by Owner or on Owner's behalf; c) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement; or d) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement.

In the event of a breach by Residents, or where required by state law, Owner may provide to Residents written notice of the breach and demands for cure. Owner may terminate this Agreement if a cure is not possible or if Residents do not cure the breach within the time period provided by the notice or state law. Owner shall have the set forth in CAL. CIV. CODE 1951.2, including, but not limited to the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in this Agreement, exceeds the rental loss for the same period that the lessee proves could be reasonable avoided, and all other rights and remedies under the law and this Agreement.

Residents or any occupants, invitees, or guests shall not hold over beyond the date contained in Residents' move-out notice or Owner's notice to vacate. In the event of a holdover by Residents, any Occupants, or guests, then, in addition to all other damages to which Owner shall be entitled under applicable law and this Agreement, Residents shall be liable to Owner for all rent for the full term of the previously signed Residential Lease Contract of a new resident who can't occupy because of the holdover (subject to Owner's duty to mitigate damages).

**20. CLEANING.** Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas, so they are as clean as received. Residents must also comply with move out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses.

**21. RESIDENTS' PERSONAL PROPERTY.** Residents shall remove all personal property from the Leased Premises when vacating the Leased Premises. If personal property is left in the Leased Premises, Owner shall deem it abandoned property and dispose of it in accordance with applicable law and recover costs of doing so from Residents to the greatest extent permitted by applicable law.

**22. SECURITY DEPOSIT RETURN.** After making any lawful deductions, Owner will refund the security deposit and give

Residents an accounting of any deductions no more than twenty-one (21) days after Residents move out of the Leased Premises. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Disposition of the security deposit will be mailed to Residents' last known address unless a forwarding address is provided by Residents.

- 23. RELEASE OF RESIDENTS.** Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement for any reason during the Initial Terms or any Renewal Terms.

**23.1. Military Personnel Release.** The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. service members entered into certain real property leases. Residents eligible for protection under the SCRA include: 1) Active duty service members who receive military orders for a permanent change of station or deployment orders; 2) Residents entering active duty service for the first time; and 3) Activated Reservists and National Guardsmen, when serving in federal active duty. The SCRA allows for early termination in the following instances: a) the service member entered into the lease before active military service; b) the service member entered into the lease while on active duty and then received permanent change of station orders thirty-five (35) miles or more away from the Leased Premises; or c) the service member entered into the lease while on active duty and then received orders to deploy in support of a military operation in excess of ninety (90) days.

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due or forty-five (45) days after Owner receives notice, whichever is shorter. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

- 24. INFORMATION ABOUT BEDBUGS.** Pursuant to California Civil Code Section 1954.603, Owner hereby provides the following general information about bed bug identification, behavior, biology, the importance of cooperation for prevention and treatment, and the importance of and for prompt written reporting of suspected infestation to Owner:

**Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

**Survival:** Bed bugs can survive for months without feeding.

**Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

**Common Signs and Symptoms of a Possible Bed Bug Infestation:**

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

**More Information:** For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

**24.1. Reporting Infestations.** Residents are required to report, in writing, any suspected infestations to Owner immediately after discovery. Residents shall report any signs of any infestations, including, but not limited to any household member experiencing any bites, seeing any insects or other vermin within the Leased Premises or seeing any feces or other detritus relating to insects.

- 25. MISCELLANEOUS.** This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are



expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

**25.1. Zero Tolerance Crime Policy.** Residents, Occupants, guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or controlled substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that these provisions are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of this Agreement and is good cause for immediate termination of tenancy.

**25.2. Satellite Dishes and Antennas.** The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. This Agreement must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Resident shall not install any external media device nor climb or have others climb upon the roof.

**25.3. Domestic Violence, Sexual Assault, Human Trafficking, Abuse of an Elder or a Dependent Adult.** Owner will comply with all applicable laws regarding the changing of locks and the termination of tenancies for survivors of domestic violence, sexual assault, human trafficking, elder abuse or dependent adult abuse. Please contact Owner if you desire to terminate your tenancy for any of these reasons to discuss the documentation required.

**25.4. Attorney's Fees.** In the event of any litigation relating to this Agreement or the rights or liabilities of any party arising hereunder, the prevailing party of such litigation shall be entitled to its costs, including reasonable attorney's fees, incurred in such litigation, not to exceed a maximum total of **\$1,500.00** in fees and/or costs. In the event any such litigation is dismissed prior to trial, the parties agree that there shall be no prevailing party for purposes of an award of attorney's fees and/or costs. An eviction or unlawful detainer action shall be considered an action relating to this Agreement and thus subject to this provision.

**25.5. Fair Housing.** Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, or genetic information of that person.

**25.6. Unpaid Balances.** All unpaid balances bear ten percent (10%) interest per year from due date, compounded annually. Additionally, if Residents fail to pay all sums due as stated in the demand letter by the deadline stated in the demand letter, Residents shall be liable to pay all collection agency fees related to the collection of the unpaid balances.

**25.7. Sale of Leased Premises.** In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

**25.8. Photograph Release.** Residents give permission to Owner to use any photograph or photographic image including video or video stills taken of Residents while in the common areas of the Residential Community or at any events sponsored by the Residential Community. Residents hereby grant Owner, and any of Owner's affiliates, successors or anyone else authorized by Owner, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Residents' image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Residents also consent to the use of any printed matter in conjunction therewith. Residents hereby waive any right to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Residents hereby release, discharge, and agree to hold harmless Owner and any of Owner's affiliates, successors or anyone else authorized by Owner, for all claims and demands arising out of or in connection with the use of the images taken of Residents, including without limitation any and all claims for libel, false light or invasion of privacy.

Initial:  S.S.

**25.9. Liquid Filled Furniture.** Liquid filled furniture is allowed only with proper insurance coverage, and prior written approval of Owner. Residents must provide Owner with at least 24-hours written notice prior to the installation,



removal or movement of any liquid-filled furniture and Owner has the right to be present at the time of such installation, removal or movement. Installation movement and removal must be done in accordance with standards set by the manufacturer, retailer or state law, whichever provides the higher degree of safety. No aquariums over 10 gallons are permitted without prior written consent of Owner. Any damages to the Leased Premises, community or other community residents' belongings as a result of leaks from liquid filled furniture will be replaced at the expense of Residents. Damages caused by the liquid filled furniture to other residents' belongings will give Owner permission to provide necessary Residents' information to all parties affected by the damage. **Residents agree to comply with all requirements and conditions of CAL. CIV. CODE 1940.5 in connection with the use of a waterbed or other furniture containing a liquid filling material on the Leased Premises.**

**25.10. Notices.** A notice served by Owner to Residents shall be deemed to be properly served if the service complies with Code of Civil Procedure Section 1162 (even if Residents do not actually receive the notice). If Residents receive a notice sent by Owner, the actual receipt of the notice shall cure any defects in the service and such notice shall be deemed to have been properly served regardless if Owner failed to meet all of the requirements set forth in Code of Civil Procedure Section 1162. Service of any Resident of the Lease Premises shall be deemed as valid service upon all Residents. Unless otherwise required by law, Owner is not required to serve each Resident individually unless specifically required by law.

**25.11. Megan's Law Database Notice.** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**25.12. Proposition 65.** Proposition 65 protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform Californians about exposures to such chemicals. Residents shall refer to the Proposition 65 Addendum for warnings and additional information.

**25.13. Estoppel Certificate.** Residents agree to sign and deliver to Owner an estoppel certificate, in a form provided by Owner, within ten (10) days of receipt. The estoppel certificate acknowledges that: 1) this Agreement is in full force and effect and is unmodified (except as specifically set forth); and 2) Residents have no claims against Owner (except as specifically set forth). Failure to comply with this requirement shall be deemed to be an acknowledgment by Residents that the facts set forth in the estoppel certificate are true and may be relied on by a purchaser or lender.

**25.14. Negative Credit Report Notice.** As provided under California Civil Code Section 1785.26, Residents are notified that a negative credit report which negatively affects your credit record may be submitted by Owner to credit reporting agencies in the event Residents fail to perform all of their responsibilities under this Agreement. Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency with or without a warrant.

**25.15. Political Signs.** A "political sign" is one that relates to any of the following: (i) an election or legislative vote, including an election of a candidate to public office; (ii) the initiative, referendum, or recall process; and (iii) issues that are before a public commission, public board, or elected local body for a vote. Resident(s) may only post political signs in the window or door of the Premises in accordance with the provisions of this Agreement. The signs may not be (i) more than six (6) square feet in size; (ii) posted or displayed in violation of any local, state, or federal law; or (iii) posted or displayed in violation of a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6. Residents may not install or allow a political sign to be installed in a manner that causes any damage to or alteration of the Leased Premises such as drilling holes; nailing into outside walls, door frames, window sills, railings, etc.; or affixing tape or other sticky material in a way that will cause damage to paint or other finishes.

Residents shall post and remove any political signs in compliance with the time limits set by the ordinance for the jurisdiction where the Leased Premises is located. Residents shall be solely responsible for any violation of a local ordinance. If no local ordinance exists, or if the local ordinance does not include a time limit for posting and removing political signs on private property, political signs may be posted no earlier than ninety (90) days prior to the date of the election or vote to which the sign relates and must be removed within fifteen (15) days following the date of the election or vote. Residents are strictly liable for any damages or injury incurred as a result of such installation, and for the cost of repairs or repainting that may be reasonably necessary to restore the Leased Premises to its condition prior to the posting of the political sign(s).

**25.16. Cash is not acceptable as a form of payment. All monthly payments must be made by one (1) check not multiple checks. Partial payment of rent is not acceptable at any time; all payments must be made in full to include all amounts due. Post-dated or third party payments will not be accepted.**

**26. NON-DISCRIMINATION.** There shall be no discrimination against or segregation of, any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, handicap, disability, citizenship status, immigration status, primary language spoken or any other protected classification under state or federal law, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Leased Premises, nor shall Owner or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or vendees of the Leased Premises.

**27. REQUESTS FOR ACCOMMODATIONS OR MODIFICATIONS.** A disabled person, for all purposes under this Lease, shall be provided reasonable accommodations or reasonable modifications to the extent necessary to provide the disabled person with an opportunity to use and occupy the Leased Premises in a manner equal to that of a non-disabled person. If Residents believe Residents or a member of Residents' household requires an accommodation or modification as a result of a disability, Residents should contact Owner to begin the interactive process.

**28. NO WAIVER.** Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

**29. SEVERABILITY.** If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement remains full force in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

**30. ATTACHMENTS TO THE AGREEMENT.** Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement and understand that these attachments are part of this Agreement.

Additional Community Policies Addendum  
Amendment to Residential Lease Contract Addendum  
Animal Addendum  
Bedbug Addendum  
Community Policies  
Flood Hazard Disclosure - CA  
Key, Permits & Access Device Addendum  
Lease Buy-Out Agreement  
Live/Work Loft Addendum  
Mandatory Liability Insurance  
Moisture Disclosure Statement  
Move In - Pre-Move Out - Move Out Inspection Form

Move-In/Resident File Checklist - Conventional 10-13  
Owner or Relative Occupancy  
Parking Storage Garage Addendum  
Participation Addendum  
Pest Control Addendum - CA  
Proposition 65 Addendum - CA  
Proposition 65 Warning and Q. & A.  
Resident Contact Information  
Restricted Animal/Breed List  
Satellite Dish and Antenna Addendum  
Utilities Addendum

**31. SIGNATORIES.** This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner, and Owner has received any required Guaranty. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents

obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

**31.1. Electronic Signatures.** The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

The undersigned expressly understand and acknowledges that the "Term" Section of this Agreement provides for the tenancy to renew automatically on a month-to-month basis at the end of the Initial Term if Residents remain in possession of the Leased Premises after the expiration of the Agreement or fails to give notice of Residents' intent not to renew or extend before the expiration of the Agreement.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

9/16/2020  
03:34 PM PDT

Date

OUDREE S. ELLIS-SANDERS (Resident)

9/15/2020  
08:39 PM PDT

Date

STORMI S. SANDERS (Resident)



**Signed by JULIA RESCHAN**

Thu Sep 17 2020 10:22:48 AM PDT

Key: 26220341; IP Address: 71.137.64.91

(By FPI Management, Inc., on behalf of, and as designated agent for, Owner)

Date

**Exhibit I – Key Statutes and Due Process Provisions**

## **EXHIBIT I**

### **Key Authorities – Due Process, Proper Joinder, and Service**

#### **U.S. Constitution, Amendment XIV – Due Process Clause**

No state shall... deprive any person of life, liberty, or property, without due process of law.

#### **California Code of Civil Procedure § 410.50(a)**

A general appearance by a party is equivalent to personal service of the summons on such party.

#### **California Code of Civil Procedure § 474 – Fictitious Defendants**

Where a party sues unknown persons under fictitious names (e.g., 'All Other Occupants'), proper service must be effected before proceeding to judgment against them.

#### **Stromer v. Browning (1960) 268 Cal.App.2d 513, 516**

A default judgment entered against one defendant in a joint obligation, without proceeding properly against the others, is voidable.

#### **Sommers v. Erb (1992) 2 Cal.App.4th 1644**

Where one of several defendants is in default and the others appear, the court must adjudicate liability against all jointly or not at all.

#### **In re Marriage of Varner (1997) 55 Cal.App.4th 128**

Use of fraudulent evidence or false statements to procure a judgment constitutes a 'fraud on the court,' which justifies vacating the judgment.

**Exhibit J – Tentative Ruling of Trial Court**



**SUPERIOR COURT OF CALIFORNIA,**

COUNTY OF SAN DIEGO

HALL OF JUSTICE

TENTATIVE RULINGS - September 14, 2023

64

EVENT DATE: 09/01/2023

EVENT TIME: 09:00:00 AM

DEPT.: C-60

JUDICIAL OFFICER: Matthew C. Braner

CASE NO.: 37-2023-00015923-CU-UD-CTL

CASE TITLE: GUARDIA PIAZZA DORO LLC VS ELLIS SANDERS [IMAGED]

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Unlawful Detainer - Residential

EVENT TYPE: Motion Hearing (UD)

CAUSAL DOCUMENT/DATE FILED:

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Defendant Oudree Ellis-Sanders's motion to vacate default and default judgment is **GRANTED**.

Defendant seeks relief from the default entered against her on May 30, 2023 on the basis that she did not receive actual notice of the case against her in time to defend the action. She attests that on May 5, 2023, the day she was purported served by licensed process server Ryan Norris, she was in Orange County with her 8 year old daughter and her friend, Domenic Mastro, who also provided a declaration to support the claim. Defendant also points out that the proof of service describes service on a woman who is 5'6" with black hair, but Defendant is 5'9" with red hair.

Relief from a default judgment is available under Code of Civil Procedure section 473.5 if "service of summons has not resulted in actual notice to a party in time to defend the action and a default or default judgment has been entered against him or her in the action." (Code Civ. Proc., § 473.5, subd. (a).) A notice of motion under section 473.5 must be served and filed within a reasonable time, "but in no event exceeding the earlier of: (i) two years after entry of a default judgment against him or her; or (ii) 180 days after service on him or her of a written notice that the default or default judgment has been entered." (*Ibid.*) In addition, such a motion must be accompanied by "an affidavit showing under oath that the party's lack of actual notice in time to defend the action was not caused by his or her avoidance of service or inexcusable neglect," and the movant must also "serve and file with the notice a copy of the answer, motion, or other pleading proposed to be filed in the action." (Code Civ. Proc., § 473.5, subd. (b).)

Here, Defendant can rely on section 473.5 because she filed her motion well within the required period. The declarations provided by Defendant are also sufficient to show that her lack of actual notice in time to defend the action was not caused by her avoidance of service or excusable neglect. The urgency with which Defendant filed her motion as soon as she received notice from Plaintiff's counsel about the default entered against her further lends credence to her claim she did not receive actual notice in time to defend the action. Defendant has also sufficiently cured the prior defect with her motion of not including a proposed answer, as the court is in receipt of a copy of the proposed answer. However, it does not appear Defendant provided Plaintiff with a copy, and Defendant's attempted filing of the answer was rejected by the business office because she attempted to file the document as an answer (before the default has been vacated) rather than as an exhibit to a motion filing.

The court is not inclined to further delay progress in this case by continuing the motion again so that Defendant can get the proposed answer on file. Once the default is vacated, Defendant should have no issue filing and serving her answer. Similarly, the court is not inclined to quash the service of summons,

CASE TITLE: GUARDIA PIAZZA DORO LLC VS CASE NUMBER: 37-2023-00015923-CU-UD-CTL  
ELLIS SANDERS [IMAGED]

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notwithstanding its conclusion that Defendant did not receive actual notice in time to defend the action. At this point, Defendant has had adequate notice and has, in any case, made a litany of arguments on the merits of the case that are effectively a waiver of her arguments concerning the lack of personal jurisdiction.

Accordingly, Defendant's motion to vacate is granted. The default entered May 30, 2023 against Defendants is ordered set aside.

Defendant has until October 6, 2023, to file her proposed answer.

The minute order is the order of the court.



**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO  
CENTRAL**

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**MINUTE ORDER**

DATE: 09/15/2023                      TIME: 09:00:00 AM              DEPT: C-60  
JUDICIAL OFFICER PRESIDING: Matthew C. Braner  
CLERK: Blanca Delgado  
REPORTER/ERM: Tameka Jones CSR# 13417  
BAILIFF/COURT ATTENDANT: Z. Patterson

CASE NO: 37-2023-00015923-CU-UD-CTL CASE INIT.DATE: 04/17/2023  
CASE TITLE: **Guardia Piazza DOro LLC vs Ellis Sanders [IMAGED]**  
CASE CATEGORY: Civil - Unlimited      CASE TYPE: Unlawful Detainer - Residential

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**EVENT TYPE:** Motion Hearing (UD)

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**EVENT TYPE:** Motion Hearing (UD)

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**APPEARANCES**

Russ Bolin, counsel, present for Plaintiff(s) via remote audio conference.  
Oudree Ellis Sanders, self represented Defendant, present via remote audio conference.  
Ryan Norris, witness, present for Plaintiff(s) via Remote Audio Appearance.

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This being the time set for oral argument on the above-entitled motion(s), the Court issued its tentative ruling on September 14, 2023,

Parties, as noted above, are sworn to testify on their behalf.

The Court hears oral argument and **CONFIRMS** the tentative ruling as follows:  
Defendant Oudree Ellis-Sanders's motion to vacate default and default judgment is **GRANTED**.

Defendant seeks relief from the default entered against her on May 30, 2023 on the basis that she did not receive actual notice of the case against her in time to defend the action. She attests that on May 5, 2023, the day she was purported served by licensed process server Ryan Norris, she was in Orange County with her 8 year old daughter and her friend, Domenic Mastro, who also provided a declaration to support the claim. Defendant also points out that the proof of service describes service on a woman who is 5'6" with black hair, but Defendant is 5'9" with red hair.

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