

PARKER LAW GROUP

555 Capitol Mall, Suite 1230 Sacramento, CA 95814

Port J. Parker, SBN: 179256
Myles G. Taylor, SBN: 298687
PARKER LAW GROUP
555 Capitol Mall, Suite 1230
Sacramento, CA 95814
Telephone: (916) 996-0400

Attorneys for Plaintiffs BRUCE
PETERSON and DEANNA PETERSON

FILED
Superior Court Of California,
Sacramento
12/03/2018
iromo2
By _____, Deputy
Case Number:
34-2018-00245644

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

BRUCE PETERSON, an individual;
DEANNA PETERSON, an individual;

Plaintiffs,

v.

PAUL FEITSER, an individual; STIX
DEVELOPMENT, a California corporation;
VENIAMIN BONDARUK a/k/a BEN
BONDARUK, an individual; HBR, INC. d/b/a
HYBRID GROUP REALTY, a California
corporation; DOES 1-35;

Defendants.

Case No. _____

COMPLAINT FOR DAMAGES

BY FAX

Plaintiffs BRUCE PETERSON and DEANNA PETERSON hereby allege:

1. Plaintiffs BRUCE PETERSON and DEANNA PETERSON (collectively, "PLAINTIFFS") are individuals residing in the Sacramento County, California.

2. PLAINTIFFS bring this action arising from the purchase and sale of new construction residential real property situated at 7421 Hickory Avenue, Orangevale, California 95662 ("Residence"). PLAINTIFFS are the purchasers and homeowners of the Residence, which is located in Sacramento County, California.

///

COMPLAINT

1 3. PLAINTIFFS are informed and believe that Defendant PAUL FEITSER ("FEITSER")
2 is an individual residing in Sacramento County, California. FEITSER was the purported "owner-
3 builder" of the Residence.

4 4. PLAINTIFFS are informed and believe that Defendant STIX DEVELOPMENT
5 ("STIX") is a California corporation with its principal place of business in Placer County, California.
6 PLAINTIFFS are informed and believe that FEITSER owns and controls STIX and utilizes STIX to
7 develop residential properties in the Greater Sacramento area.

8 5. PLAINTIFFS are informed and believe Defendant VENIAMIN BONDARUK a.k.a
9 BEN BONDARUK ("BONDARUK") is an individual residing in Sacramento County, California,
10 carrying California Real Estate Sales Agent License No. 01954285.

11 6. PLAINTIFFS are informed and believe Defendant HBR, INC. d/b/a HYBRID GROUP
12 REALTY ("HYBRID") is a California corporation with its principal place of business in Sacramento
13 County, California, carrying California Real Estate Broker License No. 01977652. HYBRID acted as
14 "dual agent" for PLAINTIFFS as buyers and FEISTER as seller of the Residence.

15 7. FEITSER and STIX are collectively referred to herein as "OWNER DEFENDANTS."
16 BONDARUK and HYBRID are collectively referred to herein as "AGENT DEFENDANTS."

17 8. PLAINTIFFS are informed and believe that DOES 1 through 35 inclusive, whether
18 individual, corporate, associate or otherwise, are fictitious names of Defendants whose true names and
19 capacities are, at this time, unknown to PLAINTIFFS. PLAINTIFFS are informed and believe that at
20 all times mentioned each of the Defendants sued as DOES 1 through 25 inclusive were the developers,
21 builders, and/or owners of the Residence. PLAINTIFFS are informed and believe DOES 1 through 25
22 are responsible to PLAINTIFFS for the wrongful conduct alleged herein or are in some manner liable
23 to PLAINTIFFS for the occurrences alleged herein. PLAINTIFFS are informed and believe that DOES
24 26 through 35 were business partners, joint ventures, associates, members, or other persons or entities
25 that invested, co-developed, and contributed to the Residence with OWNER DEFENDANTS and are
26 jointly and severally liable for the damages that PLAINTIFFS have sustained. PLAINTIFFS will
27 amend this complaint once the true names of the fictitiously named DOE Defendants are ascertained.
28 DOES 1 through 35 shall be included as "OWNER DEFENDANTS," along with Defendants

1 FEITSER and STIX, where applicable.

2 9. PLAINTIFFS are informed and believe that, at all times herein mentioned, each of the
3 OWNER DEFENDANTS was acting on his, her or its own behalf and as an agent, representative,
4 partner, or employee of each of the other OWNER DEFENDANTS and was acting in the course and
5 scope of such agency, employment and representation. PLAINTIFFS are further informed and believe
6 that each of the OWNER DEFENDANTS directed, authorized, affirmed, consented to, ratified,
7 encouraged, approved, adopted, and/or participated in the acts or transactions of each or any of the
8 other OWNER DEFENDANTS as alleged.

9 10. This Court has jurisdiction over this action because: (1) PLAINTIFFS were and are
10 residents of Sacramento County; (2) the Residence is located in the Sacramento County; (3) the
11 Purchase Agreement was to be performed in the Sacramento County; (4) the OWNER DEFENDANTS
12 conducted business and engaged in acts, omissions and transactions that occurred in the Sacramento
13 County; (5) PLAINTIFFS are informed and believe FEITSER is a resident of Sacramento County;
14 and (6) PLAINTIFFS are informed and believe AGENT DEFENDANTS reside and/or have principal
15 places of business in Sacramento County. Venue in this Court is proper because: (1) various acts,
16 omissions and transactions alleged herein were performed or were to be performed in the Sacramento
17 County; (2) the situs of the Residence is located in the Sacramento County; (3) the formation of the
18 contract alleged herein was in Sacramento County.

19 **GENERAL ALLEGATIONS**

20 11. On information and belief, OWNER DEFENDANTS, including FEITSER and STIX
21 are regularly engaged in the business purchasing real property, residential homes or lots, to develop
22 and perform new construction, alternations, remodeling, maintenance, and improvements to these
23 homes or lots for the purpose of marketing and selling the finished home to members of the public at
24 large, or to contract with others to do the same.

25 12. On information and belief, OWNER DEFENDANTS purchased the two lots that
26 constitute the Residence as part of a business venture and never intended on using the lots and/or
27 subsequently constructed Residence as a personal residence.

28 ///

1 13. On information and belief, the OWNER DEFENDANTS built and/or owned the
2 Residence as a business investment and performed new construction, alteration, repairs,
3 improvements, and/or remodeling to the Residence.

4 14. PLAINTIFFS were presented the opportunity to purchase the Residence as a result of
5 the OWNER DEFENDANTS and AGENT DEFENDANTS marketing the Residence for sale to
6 members of the public at large as a brand new construction.

7 15. In or around late September/October 2016, PLAINTIFFS entered into a purchase
8 agreement with FEITSER to purchase residential real property located at 7421 Hickory Ave.,
9 Orangevale, CA 95662 (the "Purchase Agreement"). A copy of the Purchase Agreement is attached
10 as **Exhibit A** and incorporated herein by reference.

11 16. As part of the Purchase Agreement, on or about October 28, 2016, PLAINTIFFS and
12 FEITSER entered into Addendum No. 3 to the Purchase Agreement, ("Addendum No. 3"), which
13 provided:

14 Seller to leave \$10,000 in escrow as a security deposit until all work and repairs are
15 complete to the satisfaction of both parties. Upon the successful completion of all work
16 and/or repairs, buyers agree to release in full said deposit to the seller. Sellers have no more
than 30 days from close of escrow to complete said work.

17 If work is not completed within the 30 day limit or an extension of terms [acceptable
18 reasons for extension would be IE: delay in delivery of needed materials from
19 manufacturer, etc. which are out of sellers control] can not be negotiated and agreed upon
by both parties, the seller agree that the buyers can hire contractors to finish said work and
provide receipts and/or invoices to escrow to be paid from the \$10,000 security deposit.

20 When all work is finished the remaining funds are to be released to the seller. Additionally,
21 the buyers would release the seller from completing any work that was hired out for
22 completion.

23 **This would not release the seller from the standard warranties provided to buyers on**
24 **new construction, IE: 1 year on fit and finish defects and the 10 year builder defects,**
etc. [Emphasis added]

25 17. Prior to finalizing the purchase of the Residence and closing escrow, the OWNER
26 DEFENDANTS and/or AGENT DEFENDANTS made numerous assertions of fact, representations
27 and omissions about the Residence that PLAINTIFFS materially relied upon in deciding to purchase
28 the Residence, including but not limited to that the Residence was a "Brand New Custom Home" and

1 was advertised to PLAINTIFFS as such.

2 18. After close of escrow, PLAINTIFFS assumed possession of the Residence and
3 commenced occupying the Residence. Despite obligations by FEITSER and representations by
4 BONDARUK, there was a stop work order issued on the Residence. FEITSER refused to repair items
5 pursuant to Addendum No. 3 and has continuously refused to authorize that escrow funds be released
6 to PLAINTIFFS under the terms of Addendum No. 3, despite requests being made. FEITSER had
7 further agreed to provide certain information and documents pertaining to the Residence before and/or
8 after the close of escrow on the Residence, yet FEITSER has failed to provide the information and
9 documents.

10 19. After occupying the Residence, PLAINTIFFS discovered defects in the design,
11 construction, workmanship and materials throughout the Residence beyond those items identified
12 before close of escrow and subject to Addendum No. 3. The defect issues in the Residence include but
13 are not limited to the following:

- 14 a. Kitchen stove exhaust fan missing parts.
- 15 b. Kitchen counter top.
- 16 c. Family room south slider double pane glass failure.
- 17 d. Guest suite door has unrepairable stain, pimples, water damage and require replacing.
- 18 e. Laundry room door has unrepairable stain, pimples, water damage and require replacing.
- 19 f. Garage door has unrepairable stain, pimples, water damage and require replacing
- 20 g. Data closet/foyer door has unrepairable stain, pimples, water damage and require replacing.
- 21 h. Linen closet door has unrepairable stain, pimples, water damage and require replacing.
- 22 i. Guest bedroom close door handle fell off.
- 23 j. Front entry doors upper and lower locking pegs defects.
- 24 k. Front entry doors exterior and interior finish damaged during construction.
- 25 l. Doorbell wiring non-functional.
- 26 m. Front entry door weather stripping on bottom has air gaps.
- 27 n. Front entry foyer tile and grout stained.
- 28 o. Fire inspection report not provided.
- p. Door sleepers (7) missing metal flashing and paint to match door jambs.
- q. Flashing into front gutters from roof does not prevent gutter overflow condition on both sides.
- r. Gutters improperly installed at front entry door, causing issue with stucco and mineral deposit issues due to improper gutter installation.
- s. Exterior garage car doors (2) without proper weather strip and includes gaps allowing pest intrusion.

- t. Garage electrical power circuit tripped on hot days.
- u. Failure to provide wood floor care and maintenance instructions and product information.
- v. Wooden floors have paint and plaster stains, furniture scratches, splinter-like areas.
- w. Floor planks improperly installed causing squeaks, pops and looseness in dining area, near microwave, and in bedroom hallway.
- x. Laundry room LED overhead light flicking.
- y. Guest suite issues with caulking between slider and floor
- z. Guest suite wet bar faucet improperly installed and missing piece.
- aa. Guest suite exterior sconce light non-functioning.
- bb. Guest suite built-in refrigerator non-functioning.
- cc. Master bath center drawer does not remain closed.
- dd. Master bath cabinet trim nail hole filler smears and glistens.
- ee. Living room hutch countertop damages during construction.
- ff. Living room hutch center drawer installed improperly and angled.
- gg. Living room hutch lower cabinet doors.
- hh. Wet bar cabinet trim wood species does not match doors.
- ii. Wet bar cabinet trim nail hole filler smears and glistens.
- jj. Wet bar cabinet door finish from seller does not match rest of unit.
- kk. Wet bar cabinet door lacks handles.
- ll. Kitchen upper glass doors are unlevel.
- mm. Kitchen cabinet trims wood species does not match doors.
- nn. Kitchen cabinet trim nail hole filler smears and glistens.
- oo. Kitchen cabinet doors (2) underneath microwave installed with wrong finish and does not match unit.
- pp. Kitchen cabinet door (2) finish installed by seller above refrigerator does not match unit.
- qq. Kitchen cabinet doors above refrigerator needs handles installed to match rest of unit.
- rr. Kitchen island cabinet panels nail holes
- ss. Kitchen island cabinet replacement doors finish does not match rest of unit.
- tt. Failure to provide blue prints requested.
- uu. Paint peeling on window sills in master bath, master bedroom, walls, and living room.
- vv. Low voltage wiring failed when contractor installed security cameras showing CAT5 cabling issues.
- ww. Live, unterminated electrical wire left in data closet.

20. PLAINTIFFS made attempts to raise the issues involved with the Residence to FEITSER, including by and through his real estate agent BONDARUK, which have been unsuccessful to date. PLAINTIFFS are informed and believe that BONDARUK made false and misleading statements to PLAINTIFFS either for his own gain, or as an agent of FEITSER, including regarding repairs and information pertaining to the Residence and FEITSER. In and around October and November of 2016, BONDARUK misrepresented to PLAINTIFFS, including through statements to

1 PLAINTIFFS' real estate agent Ed Kroesing, who is also a sales agent for HYBRID, that certain
2 repairs would be made, that information would be provided regarding the Residence, and that
3 equipment needed to resolve issues with appliances had been ordered. It was subsequently determined
4 that BONDARUK misrepresented facts about the Residence and failed to disclose information
5 material to the value of the Residence.

6 21. PLAINTIFFS are informed and believe that, at all times relevant, BONDARUK was
7 acting in the course and scope of his role as a real estate sales agent under HYBRID, a licensed real
8 estate broker.

9 22. In or around August 27, 2017, PLAINTIFFS submitted a letter to FEITSER with a list
10 of defects and deficiencies, expressing a desire to cooperate and review the issues. FEITSER did not
11 respond to this letter.

12 23. On October 19, 2017, PLAINTIFFS, by and through an attorney, sent a letter to
13 FEITSER at three addresses found to be associated with FEITSER, including the address provided to
14 the Secretary of State for service of process for STIX. The letter was also sent to BONDARUK care
15 of FEITSER. A copy of the letter is attached as **Exhibit B** and incorporated herein by reference. The
16 letter provided a detailed list of defects and information pursuant to the Right to Repair Act and
17 requested a timely response. The letter also sought release of funds from escrow due FEITER's failure
18 to repair in the time agreed and to reimburse PLAINTIFFS for costs incurred for repairs conducted.
19 FEITSER did not respond to the letters.

20 24. PLAINTIFFS are informed and believe that PLAINTIFFS' pre-litigation requirements
21 under Civil Code § 910 *et seq.* have been fulfilled. OWNER DEFENDANTS, including FEITSER,
22 have failed to comply with obligations under Civil Code § 912 *et seq.*, including failing to provide
23 necessary information and documents, and as a result are not entitled to any protections under pre-
24 litigation Right to Repair Act procedure, including under Civil Code §§ 910 to 938.

25 25. In or around February 2018, pursuant to the Purchase Agreement, PLAINTIFFS
26 initiated mediation through the California Association of Realtors Real Estate Mediation Center
27 ("Mediation Center"). On February 26, 2018, the Mediation Center provided notice of the request to
28 mediation regarding the issues with the Residence. FEITSER did not respond to the request for

1 mediation, and the mediation process was closed.

2 26. On November 12, 2018, PLAINTIFFS caused to be mailed a letter to FEISTER, STIX,
3 and BONDARUK on behalf of HYBRID requesting whether there is interest in mediation and seeking
4 a written commitment to do so if there was any interest. None of the DEFENDANTS requested
5 mediation.

6 27. PLAINTIFFS later discovered that FEITSER has listed the Residence on STIX's social
7 media pages along with numerous other residential properties listed for sale in the Greater Sacramento
8 area, which are presented as properties developed by FEITSER by and through STIX and are publicly
9 displayed as properties listed for sale by BONDARUK. PLAINTIFFS are informed and believe that
10 FEITSER, STIX, and/or DOES 1 through 25 have regularly and continuously engaged in construction,
11 alteration, repairs, improvements, or remodeling on numerous other properties. PLAINTIFF are
12 informed and believe that FEITSER has an expired license with the Contractors State License Board.
13 PLAINTIFFS are informed and believe that neither FEITSER nor STIX have valid licensure from the
14 Contractors State License Board. PLAINTIFFS are informed and believe that FEITSER, and other
15 OWNER DEFENDANTS, were in violation of owner-builder exceptions to contractor's licenses,
16 including violating Business & Professions Code § 7044. PLAINTIFFS investigation is continuing.

17
18 **FIRST CAUSE OF ACTION**

19 **Breach of Written Contract**

20 **(Against FEITSER)**

21 28. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate these
22 paragraphs as though fully set forth herein.

23 29. PLAINTIFFS entered into the Purchase Agreement with FEITSER for the Residence.

24 30. PLAINTIFFS have performed all conditions, covenants, and promises required on their
25 part to be performed in accordance with the terms and conditions of the Purchase Agreement, except
26 for any terms and conditions prevented, waived or otherwise excused.

27 31. PLAINTIFFS are informed and believe that FEITSER had duties under the Purchase
28 Agreement to disclose any defects that were known or reasonably should have been known, and to
conduct any construction, alteration, repairs, improvements, or remodeling in a workmanlike manner,

1 free from defects, according to the plans and specifications, in compliance with the requirements of
2 all applicable building codes, and in compliance with the custom and practice in the trade or industry.

3 32. PLAINTIFFS are informed and believe that the FEITSER breached his duties under
4 the Purchase Agreement by allowing the defect issues to exist in the Residence and failing to fully
5 disclose the defect issues to PLAINTIFFS.

6 33. PLAINTIFFS are further informed and believe that FEITSER breached his duties under
7 the Purchase Agreement, specifically Addendum No. 3, by failing to perform repairs known at the
8 time of the Purchase Agreement and agreed by FEITSER to be repaired and by failing to follow the
9 terms of Addendum No. 3 to permit escrow repairs funds to be released to PLAINTIFFS.

10 34. PLAINTIFFS have demanded that the FEITSER perform their obligations pursuant to
11 the Purchase Agreement, but FEITSER has failed and refused and continues to fail and refuse to
12 perform his obligations.

13 35. As a proximate and direct result of the breaches by the FEITSER, PLAINTIFFS have
14 been damaged in an amount according to proof but in an amount no less than three-hundred thousand
15 dollars (\$300,000.00).

16 **SECOND CAUSE OF ACTION**

17 **Violation of Residential Building Standards (Civil Code § 896 et seq.)** 18 **(Against FEITSER, STIX, and DOES 1-35)**

19 36. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate these
20 paragraphs as though fully set forth herein.

21 37. PLAINTIFFS are informed and believe that OWNER DEFENDANTS and each of
22 them provided services as developer, builder, seller, contractor, subcontractor, architect, engineer,
23 consultant, and/or material supplier and developed, planned, improved, designed, supplied materials
24 for, constructed, and/or sold the Residence to PLAINTIFFS.

25 38. The Residence was constructed in violation of the Residential Building Standards set
26 forth in California Civil Code § 896 et seq., including but not limited to the violations identified in
27 Paragraph 19 above. PLAINTIFFS investigation is continuing, and additional violations may be
28 discovered as this action proceeds.

39. PLAINTIFFS are informed and believe the violations existed at the time that FEITSER entered into the Purchase Agreement with PLAINTIFFS.

40. As a proximate and direct result of the violations by OWNER DEFENDANTS, PLAINTIFFS have been damaged in an amount according to proof but in an amount no less than three-hundred thousand dollars (\$300,000.00).

THIRD CAUSE OF ACTION
Breach of Express Warranty
(Against FEITSER, STIX, and DOES 1-35)

41. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate these paragraphs as though fully set forth herein.

42. PLAINTIFFS are informed and believe that OWNER DEFENDANTS expressly warranted that any construction, alteration, repairs, improvements, or remodeling was conducted in a workmanlike manner, free from defects, according to the plans and specifications, in compliance with the requirements of all applicable building codes, and in compliance with the custom and practice in the trade or industry.

43. PLAINTIFFS are informed and believe that all OWNER DEFENDANTS breached this express warranty to PLAINTIFFS by permitting the defect issues to exist in the Residence, failing to conduct construction, alteration, repairs, improvements, or remodeling in a workmanlike manner, free from defects, according to the plans and specifications, in compliance with the requirements of all applicable building codes, and in compliance with the custom and practice in the trade or industry, failing to fully disclose the defect issues to PLAINTIFFS and failing to remedy the defect issues.

44. Upon information and belief, OWNER DEFENDANTS knew or reasonably should have foreseen, with reasonable certainty, that PLAINTIFFS would suffer severe damage and harm if OWNER DEFENDANTS permitted the defect issues to exist in the Residence, failed to conduct any construction, alteration, repairs, improvements, or remodeling in a workmanlike manner, free from defects, according to the plans and specifications, in compliance with the requirements of all applicable building codes, and in compliance with the custom and practice in the trade or industry, failed to fully disclose the defect issues to PLAINTIFFS.

1 45. The defect issues and defective component parts were a substantial factor in causing
2 PLAINTIFFS' damage and harm. As a proximate and direct result of the OWNER DEFENDANTS,
3 PLAINTIFFS have been damaged in an amount according to proof but in an amount no less than three-
4 hundred thousand dollars (\$300,000.00).

5 **FOURTH CAUSE OF ACTION**
6 **Breach of Implied Warranty**
7 **(Against FEITSER, STIX, and DOES 1-35)**

8 46. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate these
9 paragraphs as though fully set forth herein.

10 47. PLAINTIFFS are informed and believe that OWNER DEFENDANTS impliedly
11 warranted that any construction, alteration, repairs, improvements, or remodeling was conducted in a
12 workmanlike manner, free from defects, according to the plans and specifications, in compliance with
13 the requirements of all applicable building codes, and in compliance with the custom and practice in
14 the trade or industry.

15 48. PLAINTIFFS are informed and believe that all OWNER DEFENDANTS breached this
16 implied warranty to PLAINTIFFS by permitting the defect issues to exist in the Residence, failing to
17 conduct construction, alteration, repairs, improvements, or remodeling in a workmanlike manner, free
18 from defects, according to the plans and specifications, in compliance with the requirements of all
19 applicable building codes, and in compliance with the custom and practice in the trade or industry,
20 failing to fully disclose the defect issues to PLAINTIFFS and failing to remedy the defect issues.

21 49. Upon information and belief, OWNER DEFENDANTS knew or reasonably should
22 have foreseen, with reasonable certainty, that PLAINTIFFS would suffer severe damage and harm if
23 OWNER DEFENDANTS permitted the defect issues to exist in the Residence, failed to conduct any
24 construction, alteration, repairs, improvements, or remodeling in a workmanlike manner, free
25 from defects, according to the plans and specifications, in compliance with the requirements of all
26 applicable building codes, and in compliance with the custom and practice in the trade or industry,
27 failed to fully disclose the defect issues to PLAINTIFFS.

28 ///

1 50. The defect issues and defective component parts were a substantial factor in causing
2 PLAINTIFFS' damage and harm. As a proximate and direct result of the OWNER DEFENDANTS,
3 PLAINTIFFS have been damaged in an amount according to proof but in an amount no less than three-
4 hundred thousand dollars (\$300,000.00).

5 **FIFTH CAUSE OF ACTION**
6 **Negligence**
7 **(Against FEITSER, STIX, and DOES 1-35)**

8 51. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate these
9 paragraphs as though fully set forth herein.

10 52. PLAINTIFFS are informed and believe that all OWNER DEFENDANTS had a duty
11 to PLAINTIFFS to conduct construction, alteration, repairs, improvements, or remodeling in a
12 workmanlike manner, free from defects, according to the plans and specifications, in compliance with
13 the requirements of all applicable building codes, and in compliance with the custom and practice in
14 the trade or industry.

15 53. PLAINTIFFS are informed and believe that OWNER DEFENDANTS, and each of
16 them, breached their duties to PLAINTIFFS by permitting the defect issues to exist in the Residence,
17 failing to conduct any construction, alteration, repairs, improvements, or remodeling in a workmanlike
18 manner, free from defects, according to the plans and specifications, in compliance with the
19 requirements of all applicable building codes, and in compliance with the custom and practice in the
20 trade or industry and further failing to fully disclose the defect issues to PLAINTIFFS. OWNER
21 DEFENDANTS further breached duties by failing to properly supervise the work of his
22 subcontractors, employees, agents, or others performing construction, alteration, repairs,
23 improvements, or remodeling on the Residence.

24 54. OWNER DEFENDANTS' failure to conduct construction, alteration, repairs,
25 improvements, or remodeling in a workmanlike manner, free from defects, according to the plans and
26 specifications, in compliance with the requirements of all applicable building codes, and in compliance
27 with the custom and practice in the trade or industry, further failing to fully disclose the defect issues
28 to PLAINTIFFS, and further failing to properly supervise, were substantial factors in causing damage

1 and harm to PLAINTIFFS. As a proximate and direct result of OWNER DEFENDANTS,
2 PLAINTIFFS have been damaged in an amount according to proof but in an amount no less than three-
3 hundred thousand dollars (\$300,000.00).

4 **SIXTH CAUSE OF ACTION**

5 **Negligence**

6 **(Against BONDARUK, HYBRID, and DOES 1-35)**

7 55. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate
8 these paragraphs as though fully set forth herein.

9 56. PLAINTIFFS are informed and believe that as seller's agent and broker, AGENT
10 DEFENDANTS, including BONDARUK and HYBRID owed duties of care to PLAINTIFFS as
11 buyers of the Residence, including but not limited to the duties to exercise reasonable care and skill in
12 the performance of broker and agent duties, the duties of utmost care, integrity, honesty, and loyalty,
13 the duties of fair dealing in good faith, and the duties to disclose all facts known to or determined by
14 AGENT DEFENDANTS regarding the Residence.

15 57. PLAINTIFFS are informed and believe that AGENT DEFENDANTS breached their
16 duties owed to PLAINTIFFS.

17 58. As a proximate and direct result of AGENT DEFENDANTS' breaches, PLAINTIFFS
18 have been damaged in an amount according to proof but in an amount no less than three-hundred
19 thousand dollars (\$300,000.00).

20 **SEVENTH CAUSE OF ACTION**

21 **Negligent Misrepresentation**

22 **(Against BONDARUK, HYBRID, and DOES 1-35)**

23 59. PLAINTIFFS repeat and reallege Paragraphs 1 through 27 above and incorporate
24 these paragraphs as though fully set forth herein.

25 60. AGENT DEFENDANTS, including BONDARUK in the course and scope of his sales
26 agent role with HYBRID, owed duties to PLAINTIFFS as buyers of the Residence.

27 61. AGENT DEFENDANTS represented to PLAINTIFFS that certain facts were true.

28 ///

1 62. PLAINTIFFS are informed and believe that AGENT DEFENDANTS' representations
2 were not true. PLAINTIFFS are informed and believe that AGENT DEFENDANTS had no reasonable
3 grounds for believing that the representations were true when they were made.

4 63. PLAINTIFFS are informed and believe that AGENT DEFENDANTS intended for
5 PLAINTIFFS to rely on the representations, and that PLAINTIFFS, in fact, did reasonably rely on the
6 representations to their detriment.

7 64. As a proximate and direct result of AGENT DEFENDANTS' conduct, PLAINTIFFS
8 have been damaged in an amount according to proof but in an amount no less than three-hundred
9 thousand dollars (\$300,000.00).

10 **PRAYER**

11 WHEREFORE, PLAINTIFFS pray for judgment against Defendants, and each of them, as
12 follows:

- 13 1. For compensatory damages according to proof at the time of trial, but in an amount no less
14 than three-hundred thousand dollars (\$300,000.00), including but not limited to all damages
15 provided by law and as set forth in Civil Code § 944 for the reasonable value of repairing any
16 violation of the residential construction standards or diminution in value thereby caused, the
17 reasonable cost of repairing and rectifying any damages resulting from the failure of the home
18 to meet the standards, reasonable cost of removing and replacing any improper repair by the
19 Defendants, reasonable relocation and storage expenses, loss business income if the home is
20 used as a principal place of business licensed to be operated from the home, reasonable
21 investigative costs for each established violation, and other damages;
- 22 2. For an order to release the funds from escrow to Plaintiffs pursuant to contract;
- 23 3. For reasonable attorneys' fees and costs pursuant to contract and applicable law in an amount
24 according to proof;
- 25 4. For all costs of suit;
- 26 5. For prejudgment interest on the amount of any damages awarded;
- 27 6. For such other and further relief as the Court may deem just and proper.

28 ///

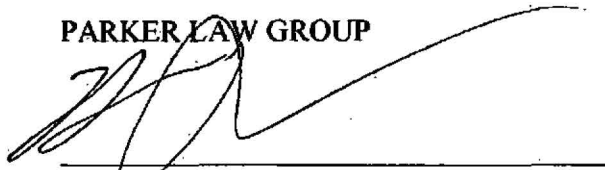
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURY TRIAL

PLAINTIFFS hereby demand a jury trial on all causes of action.

DATED: December 3, 2018

PARKER LAW GROUP



PORT J. PARKER
MYLES G. TAYLOR
Attorneys for Plaintiffs