

1 ELISHA PRISCYLLA LEIGH, an individual;
2 MARILYN GONZALEZ, an individual;
3 DAVID GONZALEZ, an individual; KYLIE
4 DOUGLAS, an individual; KAILEA GRAY, an
individual; AUBREY FISHER-GREENE, an
individual; KEVIN DAVIS, an individual;

5 Cross-Complainants,

6 v.

7 ROBERT ISRAEL SHINN, an individual;
8 SHEKINAH CHURCH, a California nonprofit
9 corporation; HANNAH GRACE SHINN, an
individual, MATTHEW SHINN, an individual,
10 ISAIAH SHINN, an individual, SHIRLEY
KIM, an individual, YOUNG BIN KIM, an
11 individual; CHRISTINA KELLER, an
individual, ABRAHAM PARK, an individual;
12 JENNY PARK, an individual; KLOE SHINN,
an individual; DANIEL JOSEPH, an individual;
13 EUNG SEOK SON a/k/a LUKE SEOK SON,
an individual; LEMUEL BETTON, an
14 individual; ALPHA PLUS REALTY, a
California stock corporation; RCP
15 FINANCIAL, INC., a California stock
corporation; IMAGINATING PICTURES an
16 unknown business entity; 7M FILMS, INC., a
California corporation; STUDIO ON THE
17 MOUNT, INC., a California corporation; and
18 ROES 1-20, inclusive.

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20 Cross-Defendants.
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12. (INTENTIONALLY OMITTED)
13. GENDER VIOLENCE [CIVIL CODE § 52.4]
14. AIDING AND ABETTING GENDER VIOLENCE [CIVIL CODE § 52.4]
15. WORK ENVIRONMENT HARASSMENT [GOV. CODE §§ 12923, 12940]
16. AIDING AND ABETTING WORK ENVIRONMENT HARASSMENT [GOV. CODE §§ 12923, 12940]
17. SEXUAL BATTERY
18. AIDING AND ABETTING SEXUAL BATTERY
19. SEXUAL BATTERY
20. BATTERY
21. AIDING AND ABETTING BATTERY
22. CONVERSION
23. CONVERSION
24. BREACH OF CONTRACT
25. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
26. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
27. WAITING TIME PENALTIES [LABOR CODE §§ 201-203]
28. WAITING TIME PENALTIES [LABOR CODE §§ 201-203]
29. WAITING TIME PENALTIES [LABOR CODE §§ 201-203]
30. WAITING TIME PENALTIES [LABOR CODE §§ 201-203]
31. FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS [LABOR CODE § 226]
32. FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS [LABOR CODE § 226]
33. FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS [LABOR CODE § 226]
34. (INTENTIONALLY OMITTED)
35. FAILURE TO PAY MINIMUM WAGE [LABOR CODE § 1194]

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- 36. FAILURE TO PAY MINIMUM WAGE
[LABOR CODE § 1194]
- 37. FAILURE TO PAY MINIMUM WAGE
[LABOR CODE § 1194]
- 38. FAILURE TO PAY MINIMUM WAGE
[LABOR CODE § 1194]
- 39. FAILURE TO PAY MINIMUM WAGE
[LABOR CODE § 1194]
- 40. QUANTUM MERUIT
- 41. QUATUM MERUIT
- 42. UNJUST ENRICHMENT
- 43. UNJUST ENRICHMENT
- 44. (INTENTIONALLY OMITTED)
- 45. UNJUST ENRICHMENT
- 46. (INTENTIONALLY OMITTED)
- 47. (INTENTIONALLY OMITTED)
- 48. (INTENTIONALLY OMITTED)
- 49. (INTENTIONALLY OMITTED)
- 50. (INTENTIONALLY OMITTED)
- 51. UNJUST ENRICHMENT
- 52. DECLARATORY JUDGMENT

JURY TRIAL DEMANDED

1 Defendant/Cross-Complainant Elisha Priscylla Leigh (“Ms. Leigh”), and Cross-Complainants,
2 Marilyn Gonzalez (“Marilyn”), David Gonzalez (“David”), Kylie Douglas (“Kylie”), Kailea Gray
3 (“Kailea”), Aubrey Fisher-Greene (“Aubrey”), and Kevin Davis (“Kevin”) (hereinafter, collectively
4 referred to as “Cross-Complainants”) by and through their attorneys of record, cross-complain and
5 allege as follows:

6 **NATURE OF ACTION**

7 1. Cross-Defendant Robert Shinn (“Robert”) is the founder of Cross-Defendant Shekinah
8 Church (“Shekinah”) and a self-proclaimed “man of God.”

9 2. For nearly twenty-three years, Robert and the other Cross-Defendants subjected Cross-
10 Complainants to brainwashing, physical abuse, sexual abuse, emotional abuse, manipulation, and
11 exploitation.

12 3. In operating his “church,” Robert preached that without him Cross-Complainants and
13 other members of Shekinah would be cursed. He convinced Cross-Complainants that unless they fully
14 submitted to him, their lives and their families’ lives would be destroyed, and that they would go to hell.
15 Robert preached that Shekinah was a member’s last chance into heaven by rapture. During sermons,
16 Robert would say that Shekinah members could leave the church at any time, but that members who left,
17 and their families, would not be protected and would instead be prone to “spiritual attacks” or attacks
18 from the devil.

19 4. Robert systematically undermined Cross-Complainants’ confidence in themselves so that
20 they felt they could not be successful unless they worked for his companies and submitted to his control.
21 He told them they would experience poverty, sickness, and death of their loved ones without full
22 submission, and that any success or benefit in their lives was due to their connection to Shekinah and
23 himself, the true man of God. He required Cross-Complainants to disclose their deepest secrets and
24 fears, so he could exploit them, and use them for blackmail. He brainwashed them into understanding
25 that submission also meant economic and physical submission, which he then used to steal their labor
26 and sexually abuse them.

27 5. Robert did so with the help, assistance, and encouragement of Cross-Defendants Hannah
28 Shinn (“Hannah”) (his wife), Matthew Shinn (“Matthew”), Isaiah Shinn (“Isaiah”), Shirley Kim

1 (“Shirley”), Young Bin Kim (“Young”), Christina Keller (“Christina” or “Chrissy”), Abraham Park
2 (“Abraham” or “Abe”), Jenny Park (“Jenny”), Eung Seok Son a/k/a Luke Seok Son (“Luke”), Lemuel
3 Betton (“Lemuel” or “Lem”), Shekinah, Alpha Plus Realty (“Alpha”), RCP Financial, Inc. (“RCP”),
4 Imaginating Pictures (“Imaginating”), 7M Films, Inc. (“7M”), and Studio on the Mount, Inc. (“Studio”)
5 (collectively with Robert and Shekinah, the “Cross-Defendants”).

6 **PARTIES**

7 6. Cross-Complainant Elisha Priscylla Leigh is, and at all relevant times was, a resident of
8 Los Angeles County, California.

9 7. Cross-Complainant Kylie Douglas is, and at all relevant times was, a resident of Los
10 Angeles County, California.

11 8. Cross-Complainant Kailea Gray is, and at all relevant times was, a resident of Los
12 Angeles County, California.

13 9. Cross-Complainant Marilyn Gonzalez was at all relevant times a resident of Los Angeles
14 County, California.

15 10. Cross-Complainant David Gonzalez was at all relevant times a resident of Los Angeles
16 County, California.

17 11. Cross-Complainant Kevin Davis is, and at all relevant times was, a resident of Los
18 Angeles County, California.

19 12. Cross-Complainant Aubrey Fisher-Greene is, and at all relevant times was, a resident of
20 Los Angeles County, California.

21 13. Cross-Defendant Robert Shinn is (“Robert”), and at all relevant times was, a resident of
22 Los Angeles County, California.

23 14. Cross-Defendant Shekinah Church (“Shekinah”) is, and at all relevant times was, a
24 California nonprofit corporation, with a principal place of business at 191 East City Place Drive, Santa
25 Ana, California, 92705.

26 15. Cross-Defendant Hannah Grace Shinn (“Hannah”) is, and at all relevant times was, a
27 resident of Los Angeles County, California. Hannah was a “mentor” at Shekinah.

28 16. Cross-Defendant Matthew Shinn (“Matthew”) is, and at all relevant times was, a resident

1 of Los Angeles County, California. Matthew was a “mentor” at Shekinah.

2 17. Cross-Defendant Isaiah Shinn (“Isaiah”) is, and at all relevant times was, a resident of
3 Los Angeles County, California.

4 18. Cross-Defendant Shirley Kim (“Shirley”) is, and at all relevant times was, a resident of
5 Los Angeles County, California.

6 19. Cross-Defendant Young Bin Kim (“Young”) is, and at all relevant times was, a resident
7 of Los Angeles County, California.

8 20. Cross-Defendant Christina Keller (“Christina” or “Chrissy”) is, and at all relevant times
9 was, a resident of Los Angeles County, California. Christina Keller is the Chief Financial Officer of
10 RCP.

11 21. Cross-Defendant Abraham Park (“Abraham” or “Abe”) is, and at all relevant times was, a
12 resident of Los Angeles County, California. Abraham owns the 191 City Place Drive property where all
13 of Robert’s businesses were headquartered.

14 22. Cross-Defendant Jenny Park (“Jenny”) is, and at all relevant times was, a resident of Los
15 Angeles County, California.

16 23. Cross-Defendant Eung Seok Son a/k/a Luke Seok Son (“Luke”) is, and at all relevant
17 times was, a resident of Los Angeles County, California.

18 24. Cross-Defendant Lemuel Betton (“Lemuel” or “Lem”) is, and at all relevant times was, a
19 resident of Los Angeles County, California. Lemuel was a “sub-mentor” at Shekinah.

20 25. Cross-Defendant Alpha Plus Realty (“Alpha”) is a California stock real estate corporation
21 with License Number 01869347, with a principal place of business at 191 East City Place Drive, Santa
22 Ana, California, 92705.

23 26. Cross-Defendant RCP Financial, Inc. (“RCP”) is a California real estate corporation with
24 License Number 01913025 and National Mortgage Lending Service ID 902781, with a principal place
25 of business at 191 East City Place Drive, Santa Ana, California, 92705.

26 27. Cross-Defendant Imaginating Pictures (“Imaginating”) is an unknown form of business
27 entity, with a principal place of business at 191 East City Place Drive, Santa Ana, California, 92705. On
28 information and belief, Cross-Defendant Isaiah is a director and Cross-Defendant Shirley is the Chief

1 Operating Officer.

2 28. Cross-Defendant 7M Films, Inc. (“7M”) is a California stock corporation, with a
3 principal place of business at 191 East City Place Drive, Santa Ana, California 92705.

4 29. Cross-Defendant Studio on the Mount, Inc. (“Studio”) is a California stock corporation,
5 with a principal place of business at 7754 McGroarty Street, Tujunga, California 91042.

6 30. The names of other cross-defendants and/or their involvement in this action are presently
7 unknown to Cross-Complainants, who therefore sue such cross-defendants in this action by fictitious
8 names. Each of the cross-defendants designated as a “Roe” is legally responsible in some manner for
9 the unlawful acts described herein. Plaintiffs will seek leave of the Court to amend this Cross-
10 Complaint to reflect the true names and capacities of the cross-defendants designated as Roes 1-20 as
11 and when their identities become known. Roes 1-20 were at all relevant times to this Cross-Complaint
12 jointly and severally liable for each and every claim alleged herein.

13 31. On information and belief, each and all of the acts and omissions alleged herein were
14 performed by, or are attributable to, Robert and Shekinah, or Roes 1-20, or each of them collectively,
15 acting as the agent or alter ego for the other, with legal authority to act on the other’s behalf. The acts of
16 any and all Cross-Defendants were in accordance with, and represent, the official policy of Robert and
17 Shekinah.

18 32. On information and belief, the Cross-Defendants were members of, and engaged in, a
19 joint venture, partnership and common enterprise, and acted within the course and scope of, and in
20 pursuit of, said joint venture, partnership and common enterprise.

21 33. At all relevant times mentioned herein, Cross-Defendants, and each of them, aided and
22 abetted the acts and omissions of each and every other cross-defendant in proximately causing the
23 damages alleged herein.

24 **JURISDICTION AND VENUE**

25 34. Jurisdiction (pursuant to Section 410.10 of the Code of Civil Procedure) and venue
26 (pursuant to Section 395(a) of the Code of Civil Procedure) are proper in this Court because all of the
27 claims alleged herein arose in Los Angeles County, and Cross-Defendants were and/or are a resident of
28 Los Angeles County, and/or the acts resulting in injury occurred in Los Angeles County.

1 Sundays. Robert would preach that members should tell him everything – even things that they would
2 not tell their own wife or husband.

3 42. Cross-Defendant Robert Shinn lives a life of luxury from the tithes he collects from
4 Shekinah’s members. Most of Robert’s wealth was built on the backs of the free labor or excessive fees
5 from Shekinah members, including Cross-Complainants.

6 43. Meanwhile, most of Cross-Complainants worked on small monthly allowances, were
7 only allowed to eat food provided by Shekinah, and were only allowed to make purchases approved by
8 Shekinah. Many wore second-hand clothing unless they were gifted other items by Shekinah, Robert, or
9 the Mentors.

10 44. All of the Cross-Complainants were required to give 10% of their income to Shekinah, a
11 tithe, which Robert and the Mentors told them would support the church. In calling this 10% donation a
12 tithe, Robert and the Mentors implied that this money would be used to support Shekinah, such as
13 through maintenance of church buildings, funding church programs, or supporting other members or
14 religious institutions. If they did not give their tithes, Robert yelled at them or threatened consequences.

15 45. Robert encouraged them to give more than 10% by saying, “The more you give, the more
16 you’ll receive,” and “Tithe is the minimum, you must one day get to a place where you give all of your
17 money, time, body, mind and heart.” Robert said this frequently during sermons which were given
18 twice a week. Robert gave sermons on Wednesday nights and Sunday mornings. In 2022, this changed
19 to Tuesday nights and Saturday mornings. All members were expected to attend sermons.

20 46. Among other things, Robert would tell Shekinah members that “If you don’t Tithe, you
21 will not go to heaven”; “God hates people that don’t tithe, therefore you are cursed and God cannot
22 protect you from harm”; “If you don’t tithe you are a child of Satan, therefore you are demonic”; and
23 “Submit all your finances to your assigned mentor.” These statements were said during his twice
24 weekly sermons.

25 47. These phrases, or slight variations thereof, would be repeated to Cross-Complainants
26 regularly by their mentors, both in person as well as over text and email. Cross-Complainants were also
27 told “When you give an offering to the Man of God, give cash so it’s more of a blessing because he
28 doesn’t need to pay taxes.”

1 48. Members were expected to give 30% of their income: 10% tithes to Shekinah, 10% in cash
2 to Robert the Man of God (which on information and belief Robert did not report as income,
3 misclassifying it as a donation). Mentors, including Matthew and Shirley, told Shekinah members that
4 they had to give the Man of God cash box, 10% or more strictly in cash, and an additional 10%
5 “offering.” Robert stated multiple times in sermons that those who are committed to God donate 100%
6 of their income and that was how one entered heaven. Robert and Shekinah would claim that the
7 monetary “donations” were used to do “God’s work.” Meanwhile, Robert and his Mentors lived lavish
8 lifestyles and the tax documents provided to members at the end of each year were inaccurate, missing
9 thousands of dollars that were given to Robert and Shekinah. Hannah, who controlled the accounts of
10 many Shekinah members, including Elisha Leigh, would write checks to Shekinah and Robert, but these
11 checks were never reflected in the members’ tax returns as offerings.

12 49. On information and belief, Robert took essentially 100% of what longtime members,
13 including Elisha Leigh, made after those members were allowed to pay for basic necessities, such as car
14 payments, insurance and income tax, as well as minimal monthly allowances. Often, Shekinah members
15 were made to believe that the only way to get to heaven was to give everything, thereby becoming
16 favored by God. Shekinah Mentors were used as examples of people that gave everything to the Man of
17 God and, thus, received a return from God.

18 50. Where members contributed more than 10% of their income to Shekinah, Ms. Leigh was
19 to classify those contributions as “offerings” and not “tithes.”

20 51. However, Robert and the Mentors used much of the funds from tithes and offerings to
21 cover personal expenses or other expenses that were not for Shekinah. None of the Cross-Complainants
22 were given complete and accurate receipts of contribution from Shekinah.

23 52. If any of Cross-Complainants started to doubt whether Shekinah was legitimate or
24 whether they were being treated fairly, they were told by Robert and the Mentors not to ask questions.
25 This included asking questions for clarity or details. Total reliance on and faith in Robert was required.
26 If Shekinah members asked questions or didn’t follow instructions from Robert and the Mentors, they
27 would be forced to miss meetings or would be called out in front of everybody during church service or
28 meetings and be demeaned before the church members.

Elisha Leigh

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2 53. In 1999, Ms. Leigh was recruited to join Shekinah by Robert. Ms. Leigh was in her late
3 teens then, coming from Korea, and abandoned by her parents. Robert told members that God called him
4 to be a father figure to them.

5 54. Ms. Leigh agreed to join Shekinah primarily because she believed she could not support
6 herself independently, financially or otherwise.

7 55. She had neither a driver's license nor a green card. When Ms. Leigh first obtained her
8 permanent driver's license, Robert gained possession of Ms. Leigh's driver's license before she did and
9 kept it from her. He told her the only reason she was able to obtain one as an undocumented person was
10 because he prayed for it. As a result, he told her, she owed him her life.

11 56. Robert directed that Elisha's wages be paid to two other Shekinah members. Ms. Leigh
12 only received a small weekly "allowance" amounting to no more than \$40.

13 57. A member of Shekinah was always separately given authority to control Ms. Leigh's, and
14 most other Shekinah members', bank accounts. On information and belief, this was to facilitate
15 embezzlement and also for the Shekinah parties to commit tax fraud, as Robert and Hannah required
16 members of Shekinah including Ms. Leigh to pre-sign checks from her account, as if direct control over
17 her money was not enough. Those checks were then made out to other Shekinah members, Robert, and
18 Shekinah, including for the payment of other's personal expenses. Other expenses of members other
19 than Elisha were directly paid from her account. Those individuals included without limitation,
20 Abraham, Kloe, Christina, Hannah, Shirley, Isaiah, Jenny and members Daniel and Lemuel. These
21 individuals knew their expenses were being paid in this way.

22 58. While members of Shekinah, Cross-Complainants had to account for and report every
23 transaction that they made using their miniscule allowance, even if it was just to buy a piece of candy.
24 Robert and Shekinah used Mentors like deputies to control members and exert Robert's will. The
25 Shekinah Mentors when Ms. Leigh joined were Daniel, Matthew, Shirley, and Hannah. Eventually,
26 Kloe became a "mentor" in 2020 or 2021. Isaiah eventually became a "mentor" as well.

27 59. Robert's indoctrination of Cross-Complainants made them fear that they would be unable
28 to make a living for themselves any other way outside of Shekinah.

1 60. As if the financial control of Cross-Complainants was not enough, Cross-Defendants also
2 subjected them to emotional abuse.

3 61. When Ms. Leigh initially joined Shekinah, Robert would preach during his sermons that
4 Shekinah was a “ministry supporting other ministries” and that all the money in Shekinah would go to
5 other ministries. Robert would also preach that God blesses him and that he receives money from
6 outside sources, not from the church.

7 62. Ms. Leigh managed to extricate herself from the church in 2004 and got married in
8 March 2008. Ms. Leigh’s sisters remained involved in Shekinah even after Ms. Leigh left. To divide
9 the family and isolate her, Ms. Leigh’s sisters were not allowed to talk to Ms. Leigh unless the
10 communication was approved or instructed by Robert or the leaders. When it was approved or instructed
11 by Robert or his leaders, the sisters would call Ms. Leigh or meet Ms. Leigh and remind her that she was
12 outside the will of God for her life and that she would go to hell unless she came back to Shekinah. This
13 messaging caused Ms. Leigh severe depression, anxiety, panic attacks and suicidal thoughts.

14 63. After Shekinah had a church split in October to November 2008, Ms. Leigh’s sister (at
15 Robert’s behest) called her in November 2008 and asked Ms. Leigh to meet with Robert. When they
16 met, Robert presented himself to Ms. Leigh as a savior.

17 64. Robert assured Ms. Leigh that he would have stopped Catherine if he had known and
18 promised that things would be different. Ms. Leigh agreed to return to Shekinah.

19 65. He took advantage of the fact Ms. Leigh was behind on her bills and falsely promised her
20 financial stability and salvation in exchange for her dedicating her life to him, once again.

21 66. Ms. Leigh capitulated and re-joined Shekinah. At that point, Ms. Leigh felt pressured to
22 make money for Robert and Shekinah. Robert claimed he and Shekinah had no money at the time but
23 assured her that everything would be taken care of as long as she worked. Ms. Leigh felt a sense of
24 obligation to him.

25 67. In 2009 after re-joining Shekinah, Ms. Leigh obtained her real estate license. Before that,
26 she had been planning on opening a new company under her own name once she obtained her broker’s
27 license. Instead, Robert created a new company for Ms. Leigh to run.

28 68. Robert made it seem to Ms. Leigh that he was helping her by opening the company and

1 taking care of the company for her, and that all she had to worry about was working. Robert took
2 advantage of Ms. Leigh’s lack of knowledge and trust in him to prevent Ms. Leigh from gaining a
3 measure of independence from his influence.

4 69. Ultimately, Ms. Leigh worked as a real estate broker for two companies that Robert
5 owned: up until the time Ms. Leigh left Shekinah in 2022, she consummated hundreds of sales, making
6 Robert and Shekinah millions of dollars in commissions.

7 70. Just as before, Ms. Leigh was given a small allowance in lieu of her pay. Shekinah later
8 paid her, but only in part. Of the money that she was “paid,” it was placed into an account controlled by
9 Shirley (from 2015 – 2017) and Hannah (from 2017 onward). Shirley had access to Ms. Leigh’s
10 account throughout this time and did make withdrawals from Ms. Leigh’s account with Hannah’s
11 approval after 2017. As Hannah and Shirley controlled Ms. Leigh’s finances, they had knowledge that
12 Ms. Leigh was not being properly compensated for the labor that she provided.

13 71. Throughout this time, Robert, Shekinah, Hannah and Shirley (among others), continued
14 to manipulate Ms. Leigh. Instead of paying her the money she earned, they told her that she would suffer
15 great harm if she did not return all of her income to Robert and Shekinah. They would force Ms. Leigh
16 to take part in actions to humiliate herself and punish her for breaking Robert’s “rules.” She was
17 repeatedly berated in front of other church members. Robert, Shirley, and Hannah verbally abused her
18 and would often require hours of manual labor from her, for which they purposely credited other
19 individuals.

20 72. Ms. Leigh was frequently given menial tasks to perform by her “mentors” Hannah and
21 Shirley in addition to her work for RCP. Ms. Leigh was expected to: cook for the entire church every
22 third Sunday; cook, clean, and buy groceries for everyone working at 191 E. City Place Drive; run
23 errands; cook at and clean Hannah’s house; clean Hannah’s parents’ house; baby sit; and more. Ms.
24 Leigh was not paid for this work.

25 73. In return for obeying her “mentors” and thus the church, all of Ms. Leigh’s finances were
26 controlled by Shekinah, first by Shirley and later by Hannah. Shirley and Hannah even gave tithes and
27 Man of God donations on Ms. Leigh’s behalf from Ms. Leigh’s financial accounts.

28 74. Despite not having control over her finances and thus not having control over how much

1 she gave to Shekinah, Ms. Leigh was instructed on tithes and offerings from the first time she went to
2 Shekinah in 1999 until she left in 2022. Giving tithe and offerings were talked about with, to, and/or in
3 front of Ms. Leigh at least once every few days.

4 75. Among other things, Robert told Ms. Leigh that “If you don’t Tithe, you will not go to
5 heaven;” “God hates people that don’t tithe, therefore you are cursed and God cannot protect you from
6 harm;” “If you don’t tithe you are a child of Satan, therefore you are demonic;” and “Tithe is the
7 minimum, you must one day get to a place where you give all of your money, time, body, mind and
8 heart.” These statements were said during his twice weekly sermons, which Ms. Leigh attended as a
9 member of Shekinah.

10 76. These phrases, or slight variations thereof, were regularly repeated to Ms. Leigh by her
11 mentors, first Shirley and later Hannah. Shirley and Hannah would tell Ms. Leigh these things orally at
12 her weekly mentor meetings and would send Ms. Leigh such statements over text and email. Although
13 he was not her mentor, Ms. Leigh also heard such statements orally from Matthew at least once a month
14 from 2015 through 2019. This is because Matthew was a mentor and they worked together.

15 77. Ms. Leigh was also told by Robert, Hannah, Shirley, and/or Matthew that she should
16 “Submit all your finances to your mentor” and that “When you give an offering to the Man of God, give
17 cash so it’s more of a blessing because he doesn’t need to pay taxes.”

18 78. Ms. Leigh was frequently told to trust in Shekinah and her “mentors,” which included not
19 asking questions. This was a foundational teaching at Shekinah. Ms. Leigh was frequently told that all
20 she needed to do was obey all instructions, focus on God and meditate on the scriptures. Members who
21 asked questions were punished, they had privileges revoked, were verbally abused in front of other
22 members, and were isolated from other members. In this way, Ms. Leigh was kept under Shekinah’s
23 complete control and had little, if any, time, energy, or motivation to question her situation.

24 79. In addition to her money that they embezzled, Robert, Hannah, Shirley, Daniel, and
25 Shekinah forced Ms. Leigh to surrender personal belongings worth approximately \$500,000 as
26 punishment for trying to separate herself from their stronghold.

27 80. First, in 2009, after Ms. Leigh returned to Shekinah, Robert showed up at her residence at
28 511 Green Acre Drive unannounced with other church members including Cross-Defendant Shirley

1 Kim. They packed her belongings and took them, informing Ms. Leigh that this was an instruction and
2 disobedience would not be allowed. Designer bags, designer clothes and shoes, jewelry, furniture,
3 perfume, make up, kitchen appliances, and cash were among the many items they confiscated.

4 81. In 2010, Robert and Hannah took all of Ms. Leigh's belongings from her while she was
5 living with other church members at a house on Madison Circle in Anaheim. They left with a car full of
6 Ms. Leigh's belongings. On information and belief, Robert and Hannah took Ms. Leigh's belongings on
7 this occasion simply because Hannah wanted them, as no other reason was given.

8 82. After taking COVID relief funds, Robert and Hannah stopped paying Ms. Leigh her
9 salary from August of 2020 through February 2021. Ms. Leigh was still expected to work 10-hour days,
10 6 days a week during this time. Hannah told Jenny to apply to the Employment Development
11 Department ("EDD") for unemployment benefits on Ms. Leigh's behalf. EDD provided a Bank of
12 America debit card for Ms. Leigh. Ms. Leigh did not receive this debit card. On information and belief,
13 Jenny had this card and she provided access to Shirley and/or Hannah. Cross-Defendants took \$800 per
14 month in unemployment payments belonging to Ms. Leigh for Cross-Defendant's own benefit. At this
15 time, Ms. Leigh's yearly salary was about \$42,000.

16 83. The Shekinah parties prepared Ms. Leigh's tax returns throughout her time in Shekinah,
17 failing to properly account for the labor and illegal transfer of funds. In particular, Cross-Defendants
18 Hannah and Christina Keller prepared Ms. Leigh's personal income tax returns without her input or any
19 information beyond Ms. Leigh's expenses, instructed Ms. Leigh to sign the tax returns which were
20 labeled "self-prepared" knowing that Ms. Leigh had no role in preparing the returns, and filed the tax
21 returns. Jenny assisted Christina and Hannah in preparing taxes for Shekinah members, including Ms.
22 Leigh's taxes.

23 84. In addition to all the foregoing wrongs, Cross-Defendants committed against Ms. Leigh,
24 Robert routinely sexually harassed and made her feel that her job, livelihood, and spiritual wellbeing
25 was at stake unless she had sex with him.

26 85. Before Ms. Leigh was married, Shekinah, at Robert's direction, set up separate living
27 quarters for men and women. Ms. Leigh was required to get approval from Robert for any relationship
28 she had with a man.

1 86. Robert started making unwelcomed sexual advances to Ms. Leigh around 2009, even
2 though he was married to Shirley. At the time Robert was 51 years old and Ms. Leigh was 29.

3 87. He started grooming Ms. Leigh to have sex with him by coming to her home when she
4 was alone and asking her to massage his thighs. This continued for about one year and each time Robert
5 ordered a massage he instructed her to get closer and closer to his crotch. Robert's behavior did not
6 change once his relationship with Hannah began in or around 2010.

7 88. Between 2010 and 2011 Ms. Leigh was living in Tustin with other Shekinah members in
8 a home Robert owned. Multiple times a week Robert met Ms. Leigh there and ordered her to take a
9 shower with him, wash his body, and have oral and penetrative intercourse with him. Immediately
10 afterwards, she had to return to work at RCP Financial, Inc., one of Robert's companies.

11 89. When Robert lived in Laguna Beach from 2011 to 2012, he coordinated the schedule of
12 his wife Hannah and his children so that the house would be empty at least once a week. When the
13 house was empty, he ordered Ms. Leigh to visit him and shower with him, wash his body, have oral and
14 penetrative intercourse with him, and return to work, just as the case had been in Tustin. Robert made
15 Ms. Leigh feel like she needed to do this to keep her job and good standing in Shekinah.

16 90. Ms. Leigh felt that she had to serve and obey Robert, including having oral and
17 penetrative sex with him, in order to stay employed by him, stay in Shekinah, be supported by Robert
18 and Shekinah, and go to heaven.

19 91. On information and belief, all Shekinah Mentors were aware that Ms. Leigh was being
20 forced to have sex with Robert, as Robert did not hide what he was doing to Ms. Leigh from Shekinah
21 Mentors.

22 92. In 2011, Robert incorporated Cross-Defendant RCP, a mortgage and real estate company.
23 Robert is and was at all times the CEO of RCP. Hannah got paid from RCP every year and handled all
24 the payroll and bookkeeping for RCP. Ms. Leigh started working for RCP as the sole broker and ran the
25 business. Robert was RCP's owner but did no work for the business. Even when Ms. Leigh left
26 Shekinah from 2012-2014, Robert left her as the broker of record. On information and belief, RCP made
27 no money and preformed no services between 2012-2014 because Ms. Leigh was the only employee
28 who knew how to do mortgages.

1 93. Ms. Leigh was an employee of RCP and received at least one W-2 form stating such. On
2 information and belief, RCP was forced to recognize Ms. Leigh as an employee because Ms. Leigh
3 provided loan processing services for RCP and one type of loan required the loan processing agent to be
4 an employee.

5 94. Ms. Leigh received wage statements from RCP less than five times during the course of
6 her employment with RCP. When she did receive wage statements, the statements did not state the total
7 number of hours worked nor last four digits her social security number or an employee identification
8 number as required by law. True and correct copies of two such wage statements are attached hereto as
9 **Exhibit C**. Ms. Leigh should have received a wage statement semimonthly or at the time of each
10 payment of wages per Labor Code § 226.

11 95. The office for Alpha and RCP, located at 191 E. City Place in Santa Ana, had a bedroom
12 on the third floor. Abe is the owner of 191 E. City Place and on information and belief he was aware of
13 everything that occurred at the office, as he owned and was present at the office. From 2010-2012
14 Robert would come to the office during the workday and force Ms. Leigh to engage in sexual acts with
15 him as a condition of maintaining her employment.

16 96. These sexual advances so disturbed Ms. Leigh that she again left the church at the end of
17 2012. Ms. Leigh left with nothing because Robert, Hannah, Shirley, and Shekinah had ensured that she
18 had very little money in the bank account they controlled and very few personal belongings.

19 97. After Ms. Leigh left, she started experiencing anxiety attacks and depression so severe
20 that she could not leave her house. While he would not answer her phone calls, Robert was still in
21 contact with Ms. Leigh over email and once again he convinced her that her mental health struggles
22 were her punishment for leaving Shekinah and that she was going to hell. At this time, Robert had
23 convinced Ms. Leigh that talking to anyone other than him about her struggles would invite Satan into
24 her life and that she would become demon possessed. Ms. Leigh believed that Robert heard from God,
25 and she was desperate for some kind of blessing that would make her anxiety attacks go away. Robert
26 told her he could only help her if she returned to Shekinah. So, she did in December 2014.

27 98. After Ms. Leigh rejoined in 2014, the Cross-Complainants' controlling and manipulative
28 behavior worsened.

1 99. In early 2014 when she was out of Shekinah, Ms. Leigh had created Elishama Inc, a real
2 estate company and Eliss Inc., a mortgage company under her name. When she joined Shekinah again
3 in December 2014, Robert demanded she close both corporations, work full time under RCP Financial
4 Inc. and refer all her real estate clients to Alpha Plus Realty Inc. under Cross-Defendant Matthew Shinn.
5 Ms. Leigh did.

6 100. On information and belief, 80% of Alpha's clients were clients referred to Alpha by Ms.
7 Leigh or referrals from Ms. Leigh's clients. Despite not bringing these clients to Alpha, Matthew Shinn
8 was credited for these clients. On information and belief, about half of Matthew's clients cancelled on
9 him because he could not close listings.

10 101. Ms. Leigh performed significant amounts of work for Alpha. Many of Ms. Leigh's
11 former clients did not trust Matthew and would call Ms. Leigh for showings as well as explanations and
12 negotiations. Ms. Leigh also had to do whatever Matthew told her to help him close a deal, including
13 doing open houses for him. Before having Ms. Leigh do an open house for him, Matthew would obtain
14 permission from Ms. Leigh's "mentor." Shirley and Hannah were Ms. Leigh's "mentors" during this
15 time.

16 102. After Ms. Leigh re-joined Shekinah, Cross-Complainant Shirley Kim, at Robert's
17 instruction moved into Ms. Leigh's home in Irvine and monitored her every move.

18 103. Robert took her brand new white 428i coupe BMW and gave it to Shirley and gave Ms.
19 Leigh a used Hyundai that broke down in the middle of the road three times. After the Hyundai broke
20 down the third time, Robert gave Ms. Leigh another used car, an old Lexus that had over 50k miles and
21 this car too broke down in the middle of the road, all the while Ms. Leigh was paying for the 428i BMW
22 Shirley used.

23 104. Shirley added herself to Ms. Leigh's bank account, gave her no allowance, and demanded
24 that Ms. Leigh ask permission for everything she wanted to buy, including the food Ms. Leigh ate.
25 Shirley often refused permission when Ms. Leigh did ask.

26 105. Shirley told Ms. Leigh to provide craft services for a production known as Diverted Eden
27 or Abducted that was being produced by Cross-Defendant Imaginating.

28 106. Ms. Leigh worked as unpaid craft services on this shoot for 30 days, four to five days a

1 week, for over ten hours a day, not including prep time. Once Ms. Leigh was done with craft services,
2 she was expected to perform mortgage and real estate work for RCP.

3 107. She almost got into a car accident due to sleep deprivation after working a 24-hour day.
4 However, Ms. Leigh felt that she could not work less because she had to obey orders.

5 108. On information and belief, Shirley also used Ms. Leigh's bank account and credit cards to
6 pay at least some of Imaginating's expenses from 2015-2017.

7 109. On information and belief, Ms. Leigh was not the only Shekinah member paying for
8 Imaginating's expenses. On information and belief, Robert told Shirley to take money from Shekinah
9 members to fund Imaginating.

10 110. On information and belief, Shirley and Hannah would call Christina and ask her which
11 Shekinah member's bank account they should take money from to cover expenses for Cross-Defendants.
12 This is because Christina had access to members' financial information for tax purposes. Christina
13 would tell Shirley and Hannah whose account they should use from a tax perspective. On information
14 and belief, Shirley and Hannah would either use the direct access they had to members' bank accounts to
15 take this money or would use the pre-signed checks they had members provide them with.

16 111. When Ms. Leigh rejoined, Shirley also took all of Ms. Leigh's belongings in including,
17 makeup, clothes, furniture, and kitchenware, and distributed them to other church members. Shirley
18 replaced the items she took from Ms. Leigh with used shoes and clothing from the other church
19 members along with their leftover makeup.

20 112. When Ms. Leigh returned to the church, she was told she had to marry Cross-
21 Complainant Luke Son, who was the janitor of Shekinah. Robert often talked disparagingly about Luke
22 during church services. Luke was ridiculed by Robert and known to Shekinah members as a virgin with
23 a porn addiction. Ms. Leigh refused to marry Luke because she was disgusted by him and found him
24 creepy. She often noticed Luke staring at her from afar at Shekinah meetings and services. Regardless,
25 for weeks in 2016, Ms. Leigh was ordered by Shirley Kim, at Robert's direction, to have intercourse
26 with Luke. Ms. Leigh refused.

27 113. Desperate to avoid having sex with Luke, she told Robert and Shirley that she had a rash
28 on her vagina.

1 114. Shortly thereafter, Robert went to see Ms. Leigh while she was working at City Place for
2 RCP. Shirley had since moved to the third floor where Robert used to sexually harass Ms. Leigh during
3 the workday. Robert took Ms. Leigh to Shirley's bedroom, ordered her to spread her legs, and saw that
4 she didn't have a rash. Shirley was there while Robert inspected Ms. Leigh.

5 115. Shirley, at Robert's behest, then ordered Ms. Leigh to go have sex with Luke at another
6 church member's home in Orange and texted Ms. Leigh throughout to make sure it was happening. Ms.
7 Leigh had never felt so humiliated in her life. Robert and Shirley made Ms. Leigh believe that she had
8 to do this in order to get rid of depression and anxiety that she was suffering and remain in good
9 standing at the church and retain her employment.

10 116. Ms. Leigh later found out that Robert offered Luke sex with Ms. Leigh in exchange for
11 access to Luke's family's connections to a prominent Korean entertainment company. On information
12 and belief, Robert intended to gain and utilize connections with the Korean entertainment company to
13 advance his daughter's singing career and make himself more famous as a pastor. Robert would
14 regularly and publicly discuss his desire for fame for himself and his direct family members, mentioning
15 such desire at almost every meeting.

16 117. Robert's unwelcomed sexual advances on Ms. Leigh resumed in the spring of 2020 at the
17 home in Tujunga where she was living and working. One day, Robert showed up unannounced, laid
18 naked on Ms. Leigh's bed, and ordered her to have sex with him. This continued at least once a week on
19 Tuesdays until she left Shekinah Church in May 2022. Shekinah member Daniel and Cross-Defendant
20 Young facilitated Robert's behavior by ensuring that no other Shekinah members were at the Tujunga
21 property when Robert wanted to have sex with Ms. Leigh.

22 118. Ms. Leigh was under Robert, Shekinah, and Shirley's complete control during this time.
23 Ms. Leigh only had a car when Shirley allowed her to use one, even though the car was in Ms. Leigh's
24 name and she was paying for it. There were times when she couldn't leave the property because there
25 was no car. Despite the car being in Ms. Leigh's name, she was frequently denied access to the car. Ms.
26 Leigh was not allowed control over what or how much she ate, this was decided by Shirley. Shirley also
27 controlled Ms. Leigh's access to her mail and would selectively grant Ms. Leigh access to her mail. Ms.
28 Leigh's phone was under a group plan that was not under her name. She was working in her room all

1 day, 7 days a week. Ms. Leigh left the house less than 20 times the whole year of 2020.

2 119. In 2021, Ms. Leigh injured her ankle and was unable to walk. Robert would not allow
3 her to go see a doctor. It was a month before she could properly walk on her ankle again.

4 120. This negative attention put pressure on Robert and some of the church “mentors” told
5 Robert that if he continued to have sex with members other than his wife, they would leave. Robert
6 asked Ms. Leigh to lunch in May 2022 and told her that he could no longer make his Tuesday visits.
7 Ms. Leigh responded that she was happy because she hated the Tuesday meetings. Robert was clearly
8 offended.

9 121. The next day, Hannah went to the house where Ms. Leigh was living, forced her way into
10 Ms. Leigh’s room, tore the room apart and ripped off the scriptures she had on her walls. While
11 destroying her personal belongings, Hannah physically assaulted Ms. Leigh for over thirty minutes,
12 hitting and pushing her with her bare hands and kicking her, while yelling profanities meant to cause
13 severe emotional distress, such as “you don’t deserve God,” “you have no rights to being loved,” and
14 “nobody likes you.” Once Hannah was done berating Ms. Leigh, Hannah brought Robert to Ms. Leigh’s
15 room and continued with her emotional abuse for more than an hour. Shirley kept everyone out of the
16 house while Hannah beat and berated Ms. Leigh.

17 122. Up until that point Robert and Shekinah, through Hannah and Shirley, continued to
18 control Ms. Leigh’s bank account and have to this day failed to pay her what she was owed for her work
19 at RCP, Imaginating, or Alpha Plus Realty.

20 **Marilyn and David Gonzalez**

21 123. The Cross-Defendants took similar advantage of Marilyn and David Gonzalez. Marilyn
22 and David are married. In 2019, Marilyn was pregnant and the young couple was looking for a home to
23 buy. Cross-Defendant Matthew Shinn was their real estate agent.

24 124. They found and purchased a house with Matthew in August 2020. Matthew invited David
25 to Shekinah Bible study in September 2020 and Marilyn joined.

26 125. After Marilyn and David attended Bible study, they were invited to visit Shekinah.
27 About a week later they were invited to join. Shekinah assigned Cross-Defendant Shirley Kim as
28 Marilyn’s “mentor.” Matthew was David’s “mentor.” Shirley started going to their house every

1 Tuesday to meet with Marilyn. When Shirley met with Marilyn, she just let Marilyn talk, they did not
2 study the Bible. Shirley used these meetings to get close to Marilyn and find things in common with
3 her.

4 126. Matthew talked with David about how good Matthew's life was and how Shekinah had
5 helped him. David thought that Shekinah would help his family and make their life better too. Daniel
6 and Young repeatedly told stories to David about things that had gone wrong in their life when they
7 questioned Robert or did not follow Robert's instructions.

8 127. Marilyn and David were told to trust in Shekinah and the Man of God. They were told
9 not to ask questions and that they would be taken care of by Shekinah. They were told that all they
10 needed to do was trust and pray.

11 128. After about a month of meetings with Marilyn, Shirley and Matthew told Marilyn that
12 Robert thought it would be a good idea for Marilyn and David to sell their house and move to Tujunga.

13 129. Marilyn and David ultimately agreed to list the house in late January 2021. It sold very
14 quickly. Matthew was the seller's agent on the deal.

15 130. In February 2021, Matthew had David perform a shower remodel for an RCP property
16 for free so that David would learn to serve others for God's work. Matthew then told David to quit his
17 job with City of Orange. Around this time David met with Robert, Hannah, Shirley, and another
18 Shekinah member, Daniel Kim. Robert asked David how much he makes per job and told David to
19 come work for him. David told Robert to match his pay from City of Orange. Robert told Shirley and
20 Hannah to pay David out of Studio on the Mount.

21 131. Shirley told Marilyn and David that Shekinah would find housing for them. They
22 weren't allowed to pick where they would live and were told that it would be "taken care of." Shekinah
23 members helped them pack.

24 132. When Marilyn went to the house in Tujunga where Shirley told her she and David would
25 be living, she felt like the house was too extravagant and wondered how she'd be able to make rent
26 payments. Marilyn was told not to say or ask anything because the leasing agent was present and
27 another Shekinah member pretending to be someone else was there to sign the lease so that they could
28 qualify. Again, she was told by Shirley that it was all "taken care of."

1 133. In fact, Marilyn and David could not afford the \$5,000 a month rent and so another
2 Shekinah member signed the lease pretending to be someone else so that they could qualify. A true and
3 correct copy of the lease is attached hereto as **Exhibit A**. Shirley and Shekinah knew that Marilyn and
4 David could not afford the house Shekinah had found for them. To date, Cross-Defendants refuse to
5 return to Marilyn and David the \$10,000 they paid as deposit for rental. Marilyn also had to pay for
6 household groceries and utilities.

7 134. Shirley told Marilyn not to ask questions regarding housing because Shirley would
8 handle everything and any attempt by Marilyn to ask questions was shut down. Simultaneously,
9 Matthew instructed David to quit his job in Orange, knowing that Marilyn’s income was insufficient to
10 pay for the \$5,000 monthly lease chosen by Shirley, an amount that Marilyn and David were not aware
11 of until it was too late, and their home was already in escrow. In fact, Shirley was the one in contact
12 with the leasing office, and Marilyn and David were not even aware of the location of the home until the
13 day they moved in. After Marilyn and David's home was in escrow, Shirley merely sent a text message
14 to Marilyn asking for a check for \$15,000, claiming it was for “moving costs.” When Marilyn informed
15 Shirley that she did not have such funds, Shirley told Marilyn over text to give her \$7,500 and she would
16 cover the rest. Marilyn and David relied on these representations, believing that Shirley and Shekinah
17 were helping them cover their cost of living.

18 135. When Marilyn complained to Shirley that she could not afford all of these expenses,
19 Shirley shut her down and said that she needed to learn to submit and serve others.

20 136. On March 13, 2021, just one week after Marilyn and David moved to Tujunga, Shirley
21 added herself to their bank account, explaining that she would be monitoring the account and helping
22 David and Marilyn to get debt free. However, she wired herself the \$7,500 that she had paid to “help”
23 them, without discussing it with Marilyn and David. Instead, they found out by reviewing their bank
24 statements and found themselves stuck with a \$5,000 rental they could not afford and no financial
25 assistance, despite the representation that Shirley and Shekinah would take care of everything. Around
26 this same time, Marilyn noticed that Shirley was also taking \$5,000 a month from Marilyn and David’s
27 account to pay the rent.

28 137. On March 20, 2021, two weeks after moving to the house that Shirley found, she

1 surprised Marilyn and David by texting them that they'd have roommates moving in later that day.
2 Marilyn and David already had a teenager and 1 year old and did not want strangers moving in. Cross-
3 Complainants Kailea Gray and Kevin Davis moved in a couple hours after Shirley told them they'd be
4 moving in. Marilyn and David had already sold their house and suddenly felt stuck.

5 138. Around the time they moved, Matthew informed David and Marilyn that Studio on the
6 Mount would "employ" them and they would receive payments as evidence of their relocation and the
7 sale of their house. Matthew and Shirley told Marilyn and David that this would help them avoid or
8 reduce certain taxes. Shirley did send them this payment but later sent it back. Marilyn and David did
9 not keep any of the payments.

10 139. Around the same time, Matthew told David he would be working at the Shekinah
11 property and asked David to give a quote for his services. David told Matthew the cost of his services.
12 Matthew later told David that it was a blessing to do God's work and never paid him. David worked
13 almost 12-hour days without any pay.

14 140. Matthew would sometimes give David clients from Matthew's real estate work for
15 Alpha. Matthew initially, in 2021, told David to charge \$100 per hour of work. In 2022, Matthew told
16 David to charge \$150 per hour. Matthew told David that these instructions came from Robert. David
17 followed these instructions.

18 141. Matthew took his cut as their real estate agent on the sale of their house. Shekinah
19 required them to give 10% of what was left as tithe and another 10% to the Man of God as a cash
20 donation. Christina Keller, a long-time member and "sub-mentor" of Shekinah, gave Marilyn and David
21 receipts that only reflected about 40% of the tithes they gave Shekinah.

22 142. Marilyn and David were instructed by Shekinah on tithes and donations throughout their
23 time with Shekinah.

24 143. Shirley first told Marilyn about tithes and donations in or around November 2020. Shirley
25 instructed Marilyn to give 10% tithe to Shekinah and a 10% offering to the Man of God for Robert
26 Shinn. Shirley told Marilyn that cash was preferred for both tithes and Man of God offerings, especially
27 for Man of God offerings which were strictly cash. Shirley also told Marilyn "We also bless the Man of
28 God, He is the connection to God himself, and the more you give, the more you will be blessed back."

1 Shirley gave Marilyn constant instructions and reminders about tithes orally as well as over text and
2 email. Marilyn was under the impression that the tithes and offerings were given for normal church
3 purposes – e.g., repairs to the church, helping people in need, supporting the church. She only found out
4 later this was not the case. Before joining Shekinah, David had been told by his brother, a Shekinah
5 member, that tithes went to other churches.

6 144. Matthew told David orally and over text that it was very important to tithe. Initially,
7 Matthew told David that the extra 10% donation to the Man of God was only if he wished to give it. A
8 week or two later, Matthew told David to give the extra 10% to the Man of God.

9 145. Throughout his time in Shekinah, Matthew told David that he would be blessed if he gave
10 more in tithes and donations. Matthew said this orally at Bible study nights on Tuesdays and over texts.
11 During sermons on Sundays and Wednesdays, Robert would tell the whole church that it was good to
12 give tithes and donations because then blessings would come. Shirley also instructed them to pay off the
13 debt on their car.

14 146. At first David and Marilyn were grateful to have someone help her manage their money.
15 But soon Marilyn realized that Shirley would exert total control over their accounts. Shirley would
16 often refuse to let Marilyn buy things for herself, even underwear. Sometimes Shirley would wire
17 money from Marilyn and David's account to a personal Chase Bank account. David and Marilyn were
18 only allowed to eat out once a month on a limited budget (less than \$100 for their family of four) and
19 Shirley had to approve the restaurant they chose.

20 147. Shirley knew Marilyn's full schedule. Marilyn reported to Shirley what she did from the
21 time she woke up to the time she went to sleep, when she went to the bathroom, and what she ate.
22 Shirley often yelled at Marilyn and used the excuse that it was so Marilyn would grow a thick skin so
23 she could better do the work of God.

24 148. Shekinah, through Shirley, Matthew, and Robert, isolated Marilyn and David from their
25 family and each other. Marilyn and David did not see each other until nighttime. Shekinah purposefully
26 kept them separate. Shirley gave Marilyn a used phone three weeks after they moved and told Marilyn to
27 give her Marilyn's old phone. Marilyn hid her phone instead of giving it to Shirley. Matthew told
28 David and Shirley told Marilyn to block their family and friends outside of Shekinah. Shirley claimed

1 that this was temporary so that they could have more time with God, to pray, and to study the Bible.

2 149. In April 2021, someone from David's family had contacted their older daughter to say
3 David's dad was really sick and their daughter relayed the message to Marilyn. Marilyn asked if she
4 could tell David. Shirley said that she would "take care of it" but never actually told David.

5 150. Shirley also said that Marilyn should get on birth control, but Marilyn was hesitant as she
6 had suffered from infertility. Shirley kept pushing it and said that the Man of God (Robert) said it was
7 best, and that he used to be a doctor. Marilyn tried to get appointment in April for birth control, but the
8 next available appointment was in June or July.

9 151. In May 2021, Marilyn was pregnant but didn't know it. When she found out in July 2021
10 that she was already three months along she had a panic attack about the fact that she would have to tell
11 Shirley. Shirley asked what she was going to do about it and asked whether Marilyn was going to get
12 paid on maternity leave. Marilyn felt like she was getting attacked instead of congratulated.

13 152. Marilyn had Bible study later that day. She was happy to be pregnant but sad because it
14 was unwelcomed at Shekinah. Shirley said that everyone in Shekinah was too busy to have children and
15 told Marilyn not to tell other people that she was pregnant.

16 153. Shirley was giving Marilyn the silent treatment and ignoring her. Marilyn started having
17 nightmares that Shekinah would take her baby. Marilyn had not been allowed to take her kids out to the
18 park or the movies and she did not want to raise her new baby in Shekinah.

19 154. Shirley instructed Marilyn to perform craft services for one of 7M's video shoots in July
20 2021. Marilyn was expected to perform this work for free as it was God's work. Robert later bragged
21 during a church sermon that they made \$100,000 from that video shoot.

22 155. Marilyn and David had been forbidden from going to Orange where their family lived,
23 but one Sunday in August they snuck out of the house in Tujunga to go. Marilyn had unblocked a
24 family member from her old phone and they told Marilyn that one of her brothers was getting married.
25 Marilyn was already feeling really depressed and wanted to see her brother getting married, so she and
26 David snuck out and went to see him. Her brother cried after having not had any contact with Marilyn
27 for four months and Marilyn realized what she was sacrificing by being in Shekinah.

28 156. Marilyn and David left Shekinah on August 2, 2022. By the time Marilyn and David left

1 Shekinah, Cross-Defendants had wrongfully taken nearly \$150,000 dollars from them, in addition to
2 failing to pay them for their work for Cross-Defendants.

3 157. After leaving Shekinah, Marilyn and David had a hard time adjusting to regular life. In
4 Shekinah they had been told by their “mentors” and Robert that you should deprive yourself of anything
5 you find joy in.

6 158. On October 7, 2022, David performed a construction job for one of Matthew’s clients.
7 This client had agreed to pay David \$5,500 for the completed job and did pay David \$1,000 in advance.

8 159. On December 17, 2022, the client told David that she was going to review the completed
9 job in person with Matthew Shinn on December 29, 2022. After multiple attempts to contact the client
10 for payment, the client paid another \$2,500 on January 30, 2023.

11 160. To date, David has not been paid the remaining \$2,000 balance on the project by the
12 client. On information and belief, Matthew told the client not to pay David, as David received a text
13 message on December 17, 2022 from this client saying she would be continuing the job with Matthew.

14 **Aubrey Fisher-Greene**

15 161. Aubrey Fisher-Greene is a professional dancer. His account on TikTok (_aubreyfisher)
16 has over 2.2 million followers.

17 162. Aubrey’s friends introduced him to Shekinah. They were so excited about going to see
18 Robert the “Man of God.” Aubrey is Christian and wanted to be a part of a church, so he was interested.
19 He soon found out that Shekinah was invitation only and Robert told him admission would depend “on
20 how bad you want it.” Robert made it seem to Aubrey like admission was the opportunity of a lifetime.
21 Initially Aubrey trusted Robert because his friends did.

22 163. Aubrey started attending Bible studies every Monday at Robert’s house and would stay
23 there until 1 a.m. or 2 a.m. He was not allowed to tell his girlfriend, Kylie Douglas, where he was
24 going.

25 164. Aubrey joined Shekinah in the fall of 2020 and started working for Cross-Defendant 7M
26 around November 2020.

27 165. When Aubrey first joined 7M, Hannah told Aubrey over text to transfer all of his existing
28 work communications and brand deals over to her because she would take over. Thereafter Aubrey sent

1 emails introducing Hannah and his new management company. Hannah also instructed Aubrey to put
2 7M's email on his social media profiles.

3 166. Cross-Defendant Hannah referred to herself as the "talent manager" for 7M and she
4 handled negotiations with brands that hired Aubrey for dances. 7M and Hannah did all the negotiating
5 and would tell Aubrey what work he would do for a brand and how much he would get paid.

6 167. 7M almost immediately took control of Aubrey's business. Hannah set up a corporation
7 for Aubrey and hired Chrissy, another Shekinah member that did taxes for all Shekinah-affiliated
8 companies, to do taxes for Aubrey's company. 7M received payments directly for any work that Aubrey
9 did and often took 20% of the fees Aubrey earned, before they would cut Aubrey a check. When
10 Aubrey received payment directly from a brand, he would receive a text from Hannah telling him how
11 much he needed to pay 7M and any videographers or choreographers for the project.

12 168. After Hannah would tell Aubrey about a job, Aubrey would have a Zoom call with
13 someone from the brand he would be working with. Hannah was present for about 90% of these calls.
14 The brands would give Aubrey instructions on what they wanted. Sometimes Aubrey would give his
15 opinion on what to do. Videos for these jobs would be taken at Aubrey's home, Robert's house, or
16 various church properties.

17 169. Robert was constantly talking about how much various Shekinah members were making
18 for the church and praised Aubrey for bringing a lot of money to 7M. In early 2021, Aubrey was
19 informed by Robert that 7M's management fee would be increasing to 40%. This occurred at a dancer's
20 meeting on Monday or at a men's meeting on Friday. Robert again preached that those who gave more
21 would be blessed and get more.

22 170. 7M did not provide Aubrey with a consistent accounting of where the funds he earned
23 went. Aubrey never received any paystubs from 7M. He did receive texts from Hannah containing only
24 a breakdown of what a brand paid, what 7M's fee was, and what any videographer fees were. Aubrey
25 later learned that 7M was also charging and taking a management fee to the brands that were hiring him.

26 171. In April 2022, Aubrey did a song promotion arranged by 7M for which Aubrey was
27 promised \$6,000 dollars. Hannah told Aubrey orally in person that 7M had negotiated this deal for him,
28 that he would do the song promotion, and get paid \$6000 for it. Hannah never secured this payment for

1 him although other members of Shekinah that worked on the project were paid.

2 172. 7M also charged Aubrey high fees for videography work done by other Shekinah
3 members – Raino and Cross-Defendant Isaiah.

4 173. In or around May 2022, Aubrey bought tires from American Tire Depot that were
5 suggested to him by Matthew. The tires cost \$766.77. At that time, Aubrey was living with Kylie,
6 Christina, and Lemuel, and stored the tires in the garage of their shared residence.

7 174. In July 2022 Aubrey and Kylie moved to a new apartment. Aubrey left the tires in the
8 garage because he could not store them in the new apartment. When Aubrey left the tires, it was
9 understood that he would return for them and did not intend to abandon the tires.

10 175. In recent months, Aubrey has attempted to reach out to Christina and Lemuel to
11 coordinate his picking up the tires and has received no response from either.

12 176. Aubrey gave more than 10% of his income as a donation to Shekinah after being
13 encouraged to do so by Robert. As he did to all Cross-Complainants, Robert represented that this
14 money was a donation to Shekinah.

15 177. Aubrey was encouraged to give more than 10% of his income to Shekinah by Robert
16 Shinn and Aubrey’s mentor, Daniel. Robert would tell Aubrey to give tithes and offerings whenever
17 Aubrey saw him speak, such as during church services, dinner meetings and Bible studies. Both Daniel
18 and Robert would give Aubrey warnings that if I didn’t give money through tithes and offerings, telling
19 Aubrey that he would suffer bad consequences. Sometimes Aubrey was privately and publicly harassed,
20 criticized and rebuked if he didn’t give enough money. This would all be done in person, over phone
21 calls, over texts, and over emails.

22 178. During Robert’s twice weekly sermons, Robert would regularly say “The more you give,
23 the more you’ll receive,” “If you give you will receive,” “When you bless the Man of God you will be
24 blessed by God,” and that blessings came to those who gave. These phrases were also repeated by
25 Mentors – including Daniel, Matthew, and Kloe – during Monday dancer meetings, and Tuesday and
26 Friday men’s meetings. Aubrey trusted Robert as his pastor and wanted to be closer to God and to be
27 blessed so he gave to Shekinah.

28 179. During his twice weekly sermons Robert would recount stories of Shekinah giving

1 money to other churches and foundations. Robert also held “Prophecy Nights” where other pastors and
2 ministers would come to Shekinah and Shekinah members would be asked, encouraged, and instructed
3 to give money to these prophets. This made Aubrey think that Shekinah was a giving ministry who gave
4 support to other ministries.

5 180. In or around March 2022 Aubrey was told to delete all of his texts and emails with
6 Shekinah members by either Daniel, Hannah, or Shirley. This was asked of Aubrey multiple times over
7 text. Aubrey did delete all messages as he was instructed.

8 181. Towards the end of his time with Shekinah, Aubrey started to feel a sense of emptiness
9 and like Robert and others in Shekinah were keeping secrets.

10 182. In August 2022, Aubrey left Shekinah and stopped working with 7M.

11 **Kylie Douglas**

12 183. Kylie Douglas is a professional dancer. Her TikTok account (_kyliedoug) has 127,000
13 followers.

14 184. Kylie’s boyfriend Aubrey had been attending Bible studies at Robert’s house and one
15 evening he told her to join him for dinner at Robert’s house. Robert asked Kylie many questions about
16 what she did and how much money she made and led her in a sinner’s prayer.

17 185. Kylie joined Shekinah in November 2020 and started working with Cross-Defendant 7M
18 in April 2021.

19 186. Kylie was taught by Robert during church services about Shekinah’s 10-10-10 practice
20 with respect to member’s income: 10% tithe to Shekinah, 10% to the Man of God, and 10% in offering
21 to Shekinah. Kylie understood the Man of God donation was to go straight to Robert, but the other 20%
22 was supposed to go to the church.

23 187. When Kylie began working with 7M she was not given an employment contract. Hannah
24 told Kylie that 7M would represent her, promote her social media pages, and get her brand deals. Kylie
25 put 7M’s contact information on her social media profiles.

26 188. Hannah and Robert would take 20% of all of Kylie’s 7M deals as a management fee as
27 part of the deal for them representing her. Even when Kylie got a deal on her own, she would have to
28 pay a management fee in order to “die” to herself and not be selfish, even though 7M had nothing to do

1 with her getting the deal. Kylie also had to pay separate fees for videography.

2 189. There are many other examples of Cross-Defendants requiring “donations” from Kylie
3 and other Cross-Complainants as proof that they had “died” to themselves and were loyal to Robert and
4 Shekinah:

5 a. Robert had some Cross-Defendants make an offering to Chez, another Shekinah member,
6 at a Bible study. They sent Cross-Defendant Isaiah a Venmo of these funds. Robert then gave Chez cash.

7 b. The same thing happened on what were called “Prophecy Nights.” Shekinah members
8 had to come up with a number to give to religious prophets. At one point Kylie offered the entire \$3,500
9 she had in her bank account because she really wanted to give her all for God. Hannah approved this
10 donation. However, when Robert announced on the pulpit how much he was giving the prophets it never
11 added up to what Kylie and other Cross-Complainants were giving. On information and belief, Robert
12 pocketed the difference, as the numbers never added up.

13 c. Cross-Complaint Aubrey gave Kylie two pairs of Louis Vuitton shoes for her birthday
14 and Christmas. As soon as Kylie told Hannah, Hannah convinced her that Kylie was not ready to receive
15 a gift like that. Hannah told Kylie to give the shoes to her at the next service. A little while later Hannah
16 took Kylie and a few other members to lunch. She told them all about how Kylie did not deserve the gift
17 and took everyone into the mall and returned the shoes in front of Kylie. She then told Kylie and another
18 member to pick out bags, using the money from the returned shoes gifted by Aubrey.

19 190. As with the other Cross-Complainants, Kylie was told that in order to do everything she
20 could for God, she needed to fully submit to Shekinah. In practice this meant reporting everything she
21 did to Hannah, who would then relay the information to Robert. Hannah was constantly telling Kylie
22 that she needed to give more to Shekinah and that she needed to empty her schedule for Shekinah if she
23 wanted to get invited to things or be included in 7M’s dance jobs and events.

24 191. When Kylie joined Shekinah she already had her own phone and phone line, tax preparer,
25 car lease, apartment, various jobs, and a company that she ran. Hannah endeavored to bring all of those
26 under Shekinah’s control. Hannah told Kylie many times to join on Aubrey’s phone line (which was
27 connected to Shirley’s) and Hannah yelled at Kylie when she told Hannah that Kylie’s family friend
28 does her taxes. Hannah told Kylie to tell her mom that she would be getting her taxes done on her own

1 and told Kylie to pay Chrissy \$200 for them. But Kylie was already getting her taxes done for free, so
2 she told Hannah no. Hannah also yelled at Kylie over this.

3 192. Robert and Hannah wanted Aubrey and Kylie to move into a home with other members
4 and, at first, Aubrey and Kylie declined. Kylie told them it was further from her jobs and that she had
5 just gotten a new lease so her miles would go up. As a result, she and Aubrey got yelled at by Robert in
6 the middle of a Shekinah service and he used Aubrey and Kylie as an example of members who were
7 not properly “submitted” to Shekinah and God.

8 193. At that point Aubrey and Kylie felt that they had no choice but to move in with other
9 Shekinah members, which resulted in Kylie paying more for rent, driving further for all of her jobs, and
10 racking up her lease miles. Kylie paid rent to Chrissy through Zelle.

11 194. Hannah continued to pressure Kylie to clear her schedule for Shekinah. Kylie felt so
12 drained by being excluded that she quit a job for a performing arts after school program that she loved
13 working. Hannah told Kylie to cut that job because it was paying the least of all Kylie’s jobs. Hannah
14 told Kylie Hannah could easily make her \$2,000 a month from social media jobs and not to worry about
15 the money. Months later Kylie was still not included in Shekinah activities or making the money
16 Hannah promised.

17 195. Hannah insinuated that Kylie should be in better shape and had Kylie switch gyms to be
18 around the Shekinah “family” more. Kylie was paying \$19 a month at her old gym but Hannah made her
19 sign up for a gym and pay for a two-year commitment at \$800.

20 196. Kylie was frequently told to get in shape and was asked questions on what she used to
21 weigh herself. Kylie was sent by Chrissy and Hannah to go grocery shopping for their house and was
22 not allowed to buy things that were not on sale if it was not a necessity. Even though groceries were
23 supposed to be included in their rent, Kylie would still pay out of pocket at Costco or Food 4 Less.

24 197. Living in a house with Shekinah members exhausted Kylie. Everything she did was
25 reported by Chrissy to Hannah (her “mentor”). If Kylie left a dish in the sink or didn’t wake up on time
26 for morning prayer or came home late and did not help make dinner, Hannah would yell at her and use
27 these things as excuses not to include her in Shekinah activities.

28 198. The Shekinah Women’s meetings on Fridays were equally as disturbing. Kylie would

1 buy the food and dinner for many Women’s meetings and bring the Mentors Starbucks. Kylie would
2 even buy food for the praise and worship team on Sunday service days. Kylie was brainwashed into
3 thinking she needed to buy everything she could for them so they would know she was “dying” to
4 herself and “not being selfish.” Hannah frequently called Kylie out for doing something wrong. Kylie
5 would fight back tears at the meeting and cry herself to sleep. Hannah would frequently tell Kylie, even
6 in front of other Shekinah members, that Kylie was “sucking” on her “mommas titties” due to visiting
7 her family or wanting to celebrate holidays with her family. On at least one occasion, after Kylie had
8 asked Hannah about seeing her family, Hannah intentionally brought Kylie, Alex, Jenny, and Chrissy
9 into the women’s room at Shekinah where Hannah then berated Kylie for two hours. This included
10 saying that Kylie was “sucking” on her “mommas titties.”

11 199. Kylie found her time in Shekinah mentally draining. She was never good enough, was
12 left out of many Shekinah activities and was separated from her own boyfriend, Aubrey, all of the time.
13 It was hard to grow her relationships when the Mentors controlled everything. Kylie was not allowed to
14 ask other members to do videos, she had to wait until they asked her. Kylie was instructed to wait to
15 post videos until dancers with more followers had posted to get all the attraction to their pages. On
16 information and belief, 7M withheld jobs from Kylie in favor of other dancers. This stunted Kylie’s
17 growth as a social media influencer.

18 200. Hannah and Shekinah worked to isolate Kylie from everyone in her life. Hannah told
19 Kylie that she needed to devote all her time to Shekinah, but intentionally excluded Kylie from many
20 Shekinah events because she said Kylie was not devoted enough. This frequently kept Kylie apart from
21 her boyfriend Aubrey. Hannah told Kylie to spend as much time at home as possible so Kylie could
22 observe Chrissy and pick up good habits. Hannah would berate Kylie and embarrass her in front of
23 others for wanting to spend time with her family. Hannah would also tell Kylie that she would not be
24 included in church events if she left to visit her family. Hannah would tell Kylie that she should not see
25 her family when they asked to see her, she should only see her family on her terms. When Kylie told
26 Hannah that she wanted to hang out with Kailea, Hannah told Kylie that new Shekinah members were
27 not allowed to hang out together to keep bad ideas from forming.

28 201. The last straw was when one day at the gym Robert said he would crack Kylie’s back but

1 then started hip thrusting into her from behind. She filed a police report against him, which is attached
2 hereto as **Exhibit B**. After Robert hip thrust into her from behind, Kylie felt distraught, confused,
3 drained, sad, and uncomfortable. Kylie was afraid that speaking up about her experience with Robert
4 would negatively affect her status in Shekinah because Robert was so highly regarded. Kylie did not
5 know who she could trust and felt like she could not tell anyone.

6 202. In July 2022, Kylie left Shekinah and stopped working with 7M.

7 **Kevin Davis**

8 203. Kevin Davis is a professional dancer. His account on TikTok (konkrete_) has 864,000
9 followers.

10 204. Kevin had known some other Shekinah members including Aubrey and Kylie for years
11 prior to us being introduced to Shekinah. One member named BDash invited Kevin to a Bible study at
12 Shekinah.

13 205. After that Bible study, Bdash invited Kevin and his partner Cross-Complainant Kailea
14 Gray to a dinner party, which turned out to be a Bible study at Robert's house. At that time, Kevin and
15 Kailea were looking for an apartment in Los Angeles because we were moving from Sacramento for
16 work opportunities. At the dinner Robert told Kailea and Kevin that he had two rooms in a large house
17 that they could rent for \$2,200 a month without a credit check.

18 206. In March 2021 Kevin joined Shekinah and in April 2021 he started working with 7M.
19 Originally 7M told Kevin that they would take 15% of all brand deals, but they actually took 20%.

20 207. While Kevin was in Shekinah, Shirley asked if anyone needed repairs for laptops or
21 computers. Kevin needed a screen fixed and told Shirley not to have the repair people touch the hard
22 drive or anything other than the screen. Kevin later found out they sent Shirley the laptop back and
23 Shirley resent it a second time for repairs without Kevin's consent. Ultimately the laptop was not
24 repaired and 5 years of music work by Kevin and roughly \$10,000 worth of software were destroyed.
25 Kevin was given a different laptop that did not work and no other compensation or rectification.

26 208. Shekinah had Kevin doing construction and pulling nails on their SOM property for free
27 and in dangerous conditions even though Robert would tell Shekinah members that there was a team of
28 people working on the church.

1 217. Kailea joined Shekinah in March 2021.

2 218. Throughout her time at Shekinah, Kailea was told by Robert and Shirley that tithes given
3 by her (and other members) would be used for other churches, to help “save souls,” and to help other
4 Christian groups. The message was that Shekinah would use this money to help others. Kailea was told
5 this by Robert during his sermons and by Shirley through text message, including but not limited on, on
6 April 25, May 9, August 25, and November 3, 2021.

7 219. In addition to the tithes, Kailea was also told that the “Man of God” donations – another
8 donation Shekinah required – would be used to help others. This was told to Kailea by Robert at a
9 sermon on September 21, 2021. Finally, when Shekinah held “Prophecy Nights,” Kailea was told that
10 the “prophets” (individuals visiting from other churches) would be given the donations. Robert and
11 Shirley told her this around March and April 2022. Kailea later discovered that money was not given to
12 them. Kailea gave the tithes, Man of God offerings, and Prophecy Nights’ offerings based on the
13 representations of where the money would go, had no other reason to believe it was false, and would not
14 have done so had she known the truth.

15 220. Shekinah asked Kailea to check in daily with her “mentor” Shirley and showed her
16 examples of how she was expected to behave. They wrapped up commands as “suggestions” to make it
17 seem as though Kailea was making decisions based on her own free will. In truth, Robert and Shirley
18 were imposing their will on Kailea and using religion and her love for God to do so.

19 221. Robert and Shirley quickly worked to isolate Kailea from her family. Shirley told Kailea
20 that being near her son before she was “made new” or “Healed” would cause him to go to hell and
21 would be Kailea’s fault. Shekinah, Robert, and the Mentors made it seem like they had the cure for all of
22 Kailea’s problems and that if she stayed around them it would save her family.

23 222. Shirley knew that Kailea had been sexually abused as a child. Kailea felt like Robert,
24 Shirley and Shekinah took advantage of the mental state she was in and the trauma she had been through
25 to manipulate her. For example, Kailea had accounts on several social media platforms for survivors of
26 sexual abuse. Shirley said that Kailea’s social media platforms were of the devil and that she should
27 delete them because she was not listening to God by having them. Kailea had amassed over 58,000
28 followers on TikTok and Instagram and was told by Shirley to delete them.

1 February 2021 when Shekinah member and Cross-Defendant Matthew told David to quit his job in
2 Orange. Around this same time, Robert told Marilyn and David to sell their house and move to Tujunga.
3 After moving into the new the house Shekinah found for them, Shirley again represented to Marilyn and
4 David that it was all “taken care of.”

5 240. On information and belief, Shirley and Shekinah had no intention of honoring the false
6 promise that Shekinah would take care of Marilyn and David’s family with respect to housing. Shirley
7 told Marilyn not to ask questions regarding housing because Shirley would handle everything and any
8 attempt by Marilyn to ask questions was shut down. Matthew instructed David to quit his job in Orange,
9 knowing that Marilyn’s income was insufficient to pay for the \$5,000 monthly lease chosen by Shirley,
10 an amount that Marilyn and David were not aware of until it was too late and their home was already in
11 escrow. In fact, Shirley was the one in contact with the leasing office, and Marilyn and David were not
12 even aware of the location of the home until the day they moved in. When Marilyn informed Shirley that
13 she could not afford all of the expenses for the house Shekinah found her family, Shirley shut her down
14 and said that she needed to learn to submit and serve others. Shirley told Marilyn and David to have
15 faith, and, unfortunately, they placed their faith in her and Shekinah, truly believing that Shekinah had
16 their best interests in mind, and that Shekinah would be supporting them so they would be able to live
17 their life as members of Shekinah. Three weeks after knowingly moving them into a home they could
18 not afford, Shirley sent a text message to Marilyn to inform her that two strangers would be moving into
19 the house with them in two hours’ time. To “help” the family afford the housing, Shekinah forced David
20 and Marilyn to take on roommates that they did not know, with no regard for the children living in the
21 house, and when this was not discussed, contemplated, or desired by Marilyn or David.

22 241. On information and belief, Shirley, individually and as a representative of Shekinah,
23 deliberately made false promises that Shekinah would “take care of” their housing to induce David to
24 quit his job in Orange and to induce Marilyn and David to sell their home and move into the house in
25 Tujunga, thereby allowing Shekinah members greater access to and ability to exert control over Marilyn
26 and David. Shekinah and Shirley knew of Marilyn and David’s financial debt and monthly income, yet
27 still instructed them to list their house, have David quit his job in February, one month before they
28 moved into the new home, requiring them to be responsible for a lease well above their budget. Two

1 weeks later, Shirley and Shekinah had access to Marilyn and David's bank account and was able to exert
2 full control by setting them up to be fully and completely dependent on Shekinah and trusting that
3 Shirley and Shekinah had their best interests in mind.

4 242. Marilyn and David reasonably relied on Shirley and Shekinah's representations when
5 David quit his job in Orange and the family moved into the home Shekinah found for them in Tujunga
6 that Marilyn and David could not afford alone. Marilyn and David would have behaved differently if
7 they had known the promises were false in that David would not have quit his job in Orange and the
8 family would not have moved into the home in Tujunga that they could not afford.

9 243. Marilyn and David's reliance on Shirley and Shekinah's false promises was justified
10 because Shirley and Matthew, as representatives of Shekinah, presented themselves as trustworthy
11 "mentors" that wanted the best for Marilyn and David.

12 244. Shirley and Shekinah's false promises, inducing Marilyn and David's reliance thereon,
13 was the direct and proximate cause of the harm Marilyn and David suffered, which their family would
14 not have suffered but for Cross-Defendants' fraud.

15 245. Marilyn and David were harmed as a result of the fraudulent inducement in an amount to
16 be determined at trial. Marilyn and David's harm includes, but is not limited to, the costs involved in
17 selling their home and the loss of any value from the sale of their home when Studio on the Mount paid
18 them and Shirley took that money, the costs incurred in renting a home they did not desire, the money
19 lost by David as a result of quitting his job. Their damages also include the \$10,000 deposit they paid
20 for the new home and the \$15,000 they paid in "moving costs."

21 246. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
22 liable for punitive damages.

23 **THIRD CAUSE OF ACTION**

24 **(Human Trafficking [Civil Code § 52.5] – By Elisha Leigh Against Robert, Shirley, Hannah, 25 Shekinah, RCP, and Alpha)**

26 247. Ms. Leigh realleges and incorporates by reference the allegations contained in the
27 preceding paragraphs as though fully set forth herein.

28 248. Ms. Leigh was deprived of personal liberty by Robert, Shirley, and Hannah, individually

1 and as agents of Shekinah, RCP, and Alpha. Ms. Leigh’s control over life was extremely limited by
2 Cross-Defendants who exerted significant control over Ms. Leigh’s finances, housing, food intake,
3 sexual activity, job, and more.

4 249. Robert, Shirley, and Hannah, individually and as agents of Shekinah, RCP, and Alpha
5 recruited Ms. Leigh to Shekinah, housed Ms. Leigh, and deprived Ms. Leigh of her liberty with the
6 intent to force Ms. Leigh to provide labor and services.

7 250. Ms. Leigh was coerced into performing services and having her liberty restrained by
8 means of a plan or scheme enacted by Cross-Defendants Robert, Shirley, and Shekinah to cause Ms.
9 Leigh to believe that, if she did not perform such services she would be disobeying the Man of God and
10 would suffer serious harm by means of a plan or scheme enacted by Cross-Defendants Robert, Shirley,
11 and Shekinah. Cross-Defendants intended to cause Ms. Leigh to believe that, if she did not perform such
12 services she would be disobeying the Man of God and would suffer serious harm including: her and her
13 family going to hell, inviting Satan into her and her family’s life, becoming demon possessed,
14 experiencing anxiety and depression, potentially losing her job, being physically assaulted by other
15 Shekinah members, and/or being emotionally abused and berated by Shekinah members in front of
16 others. In fact, Ms. Leigh suffered serious psychological harm at the hands of Robert and Shirley as a
17 direct result of her refusal to perform certain sexual services for Luke.

18 251. Ms. Leigh had to ask for permission to receive medical care from Robert and
19 subsequently was denied medical care when her ankle was injured. Ms. Leigh did not have control of
20 her finances or bank accounts—Shirley, and later Hannah, did. Ms. Leigh was not allowed to complete
21 her own taxes—those were done for her by Hannah and Cross-Defendant Christina. Shirley also denied
22 Ms. Leigh access to food, her car, and her mail.

23 252. Ms. Leigh suffered serious physical, psychological, and financial harm as a result of
24 Cross-Defendants’ plan or scheme.

25 253. Ms. Leigh was harmed and is owed damages in an amount to be determined at trial,
26 including attorney’s fees and costs.

27 254. Cross-Defendants’ actions were done with malice, fraud, and oppression, making them
28 liable for punitive damages.

FOURTH CAUSE OF ACTION

(Aiding and Abetting Human Trafficking [Civil Code § 52.5] – By Elisha Leigh Against Young and Abraham)

255. Ms. Leigh realleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

256. Cross-Defendants Robert, Hannah, and Shirley, individually and as agents of Shekinah, RCP, and Alpha coerced services from and deprived the liberty of Ms. Leigh allowing Ms. Leigh recovery under Civil Code § 52.5.

257. Cross-Defendants had actual knowledge of Robert’s coercion of services from and deprivation of liberty of Ms. Leigh and intended for such coercion and deprivation to occur.

258. On information and belief, Cross-Defendant Young substantially assisted or encouraged the coercion of sexual services and deprivation of liberty committed by Robert, individually and as an agent of RCP, against Ms. Leigh by ensuring that no other Shekinah members were at the Tujung property when Robert wanted to have sex with Ms. Leigh. Robert followed a pattern with his visits: he would always arrive between 2:00 and 2:40 p.m., send a text message to Shirley, the house captain, then Shirley would text Young, the next person in charge, who would then alert everyone else not to go into the house because Robert was coming and needed to spend time with God. Robert would then enter the house, make his way to Elisha’s room, coerce sexual services, and then go to the living room. At that point, Shirley and Young would send a text message to everyone to come to the house and eat. Because Robert made Ms. Leigh feel that her job, livelihood, and spiritual wellbeing was at stake if she did not obey him and have sex with him, Young’s knowing facilitation of Robert’s sexual extortion of Ms. Leigh substantially aided the deprivation of liberty committed by Robert against Ms. Leigh.

259. Cross Defendant Jenny knowingly and substantially assisted and encouraged the coercion of services and deprivation of liberty committed by Robert, Shirley, and Hannah, individually and as agents of Shekinah, against Ms. Leigh by applying for unemployment benefits, not providing Ms. Leigh with her EDD debit card, and keeping for herself or providing the same to Hannah and/or Shirley instead.

260. Cross-Defendant Christina knowingly and substantially assisted or encouraged the

1 coercion of services and deprivation of liberty committed by Robert, Shirley, and Hannah, individually
2 and as agents of Shekinah, against Ms. Leigh by telling Hannah and Shirley to take money from Ms.
3 Leigh's accounts when they would call and ask whose money they should use to support and fund
4 Cross-Defendants.

5 261. Cross-Defendant Abraham substantially assisted or encouraged the coercion of sexual
6 services and deprivation of liberty committed by Robert against Ms. Leigh by knowingly continuing to
7 allow Robert to use his property at E. City Place to sexually coerce and exploit Ms. Leigh. Because
8 Robert made Ms. Leigh feel that her job, livelihood, and spiritual wellbeing was at stake if she did not
9 obey him and have sex with him, Abraham's knowing facilitation of Robert's sexual extortion of Ms.
10 Leigh substantially aided the deprivation of liberty committed by Robert against Ms. Leigh.

11 262. Cross-Defendants' conduct was a substantial factor in causing Ms. Leigh harm.

12 263. Ms. Leigh was harmed in an amount to be determined at trial.

13 264. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
14 liable for punitive damages.

15 **FIFTH CAUSE OF ACTION**

16 **(Forced Labor [18 U.S.C. § 1589] – By Elisha Leigh Against Robert, Shekinah, Hannah, Matthew,**
17 **Isaiah, Shirley, Young, Christina, Abraham, Jenny, Luke, Alpha, RCP, Imaginating, and 7M)**

18 265. Ms. Leigh realleges and incorporates by reference the allegations contained in the
19 preceding paragraphs as though fully set forth herein.

20 266. Ms. Leigh performed services for Robert, Alpha, RCP, and Luke including mortgage,
21 real estate, and sexual services.

22 267. Ms. Leigh performed these services by means of a trafficking plan or scheme enacted by
23 Cross-Defendants Robert, Shirley, and Shekinah to cause Ms. Leigh to believe that, if she did not
24 perform such services she would be disobeying the Man of God and that as a result Ms. Leigh would
25 suffer serious harm including: her and her family going to hell, inviting Satan into her and her family's
26 life, becoming demon possessed, experiencing anxiety and depression, potentially losing her job, being
27 physically assaulted by other Shekinah members, and/or being emotionally abused and berated by
28 Shekinah members in front of others. In fact, Ms. Leigh suffered serious psychological harm at the

1 hands of Robert and Shirley as a direct result of her refusal to perform certain sexual services for Luke.

2 268. On information and belief, all Cross-Defendants knowingly benefitted from Ms. Leigh's
3 forced labor, or at the least recklessly disregarded the fact that RCP, and Shekinah engaged in the
4 obtaining of forced labor and services through such trafficking plans or schemes.

5 269. Ms. Leigh was harmed and is owed damages in an amount to be determined at trial.

6 **SIXTH CAUSE OF ACTION**

7 **(Forced Labor [18 U.S.C. § 1589] – By Elisha Leigh Against Imaginating, Robert, Shirley, and**
8 **Shekinah)**

9 270. Ms. Leigh realleges and incorporates by reference the allegations contained in the
10 preceding paragraphs as though fully set forth herein.

11 271. Ms. Leigh performed craft services for Imaginating.

12 272. Cross-Defendant Shirley obtained Ms. Leigh's services on behalf of Imaginating by
13 instructing Ms. Leigh to provide craft services.

14 273. Ms. Leigh performed these services by means of a trafficking plan or scheme enacted by
15 Cross-Defendants Robert, Shirley, and Shekinah to cause Ms. Leigh to believe that, if she did not
16 perform such services she would be disobeying the Man of God and would suffer serious harm
17 including: her and her family going to hell, inviting Satan into her and her family's life, becoming
18 demon possessed, experiencing anxiety and depression, potentially losing her job, being physically
19 assaulted by other Shekinah members, and/or being emotionally abused and berated by Shekinah
20 members in front of others.

21 274. On information and belief, Cross-Defendants Imaginating, Robert, and Shekinah
22 knowingly benefitted from Ms. Leigh's forced labor, or at the least recklessly disregarded the fact that
23 Imaginating and Shekinah engaged in the obtaining of forced labor and services through such trafficking
24 plans or schemes.

25 275. Ms. Leigh was harmed and is owed damages in an amount to be determined at trial.

26 **SEVENTH CAUSE OF ACTION**

27 **(Breach of Voluntarily Assumed Fiduciary Duty – By Marilyn and David Against Shirley and**
28 **Shekinah)**

1 276. Marilyn and David reallege and incorporate by reference the allegations contained in the
2 preceding paragraphs as though fully set forth herein.

3 277. Cross-Defendant Shirley, individually and as an agent of Shekinah, voluntarily assumed a
4 fiduciary relationship with Marilyn and David.

5 278. Marilyn and David were made vulnerable to Shirley through Robert Shinn and
6 Shekinah's isolating and controlling tactics which caused Marilyn and David to become totally
7 dependent on Shekinah, Robert, and Shirley.

8 279. This isolation and dependency left Marilyn and David susceptible to the undue influence
9 exerted by Shekinah, Robert, and Shirley.

10 280. Shirley, independently and as a representative of Shekinah, knowingly solicited and
11 accepted empowerment over Marilyn and David in the form of demanding, accepting, and utilizing
12 access to and control over Cross-Complainants' finances.

13 281. Marilyn and David's vulnerability to Shekinah, Robert, and Shirley led directly to their
14 giving Shirley access to their bank accounts and credit cards which empowered Shirley, and ultimately
15 Robert and Shekinah.

16 282. With other individuals accessing and handling their financial accounts for them, Marilyn
17 and David were unable to effectively protect themselves from Shirley and Shekinah's misuse of their
18 finances and felt less capable of leaving Shekinah and living on their own. In this way, Marilyn and
19 David were unable to effectively protect themselves because of Cross Defendants' empowerment.

20 283. As a result, Shirley and Shekinah owed Cross-Complainants a duty of care.

21 284. Shirley, acting individually and as a representative of Shekinah, intentionally breached
22 that duty of care in utilizing her access to and control over Marilyn and David's finances to engage in
23 self-interested transactions, misrepresenting to Cross-Complainants what money taken from their
24 financial accounts would be used for, and outright stealing or embezzling money from Cross-
25 Complainants' bank accounts and/or credit cards.

26 285. Cross-Complainants did not discover or have knowledge of Cross-Defendants'
27 misconduct causing the breach until around August 2022 because Cross-Complainants reasonably relied
28 on and trusted statements from Cross-Defendants which concealed the breach.

1 286. Cross-Defendants’ breach of the duty of care directly caused damages to Marilyn and
2 David in an amount to be determined at trial.

3 287. Cross-Defendants’ actions were done with malice, fraud, and oppression, making them
4 liable for punitive damages.

5 **EIGHTH CAUSE OF ACTION**

6 **(Breach of Voluntarily Assumed Fiduciary Duty – By Elisha Leigh Against Shirley, Hannah, and**
7 **Shekinah)**

8 288. Ms. Leigh realleges and incorporates by reference the allegations contained in the
9 preceding paragraphs as though fully set forth herein.

10 289. Cross-Defendants Shirley and Hannah, individually and as agents of Shekinah,
11 voluntarily assumed fiduciary relationships with Ms. Leigh.

12 290. Ms. Leigh was made vulnerable to Shirley and Hannah through Robert and Shekinah’s
13 isolating and controlling tactics which caused Ms. Leigh to become totally dependent on Shekinah,
14 Robert, Shirley, and Hannah.

15 291. This isolation and dependency left Ms. Leigh susceptible to the undue influence exerted
16 by Shekinah, Robert, Shirley and Hannah.

17 292. Shirley and Hannah, independently and as representatives of Shekinah, knowingly
18 solicited and accepted empowerment over Ms. Leigh in the form of demanding, accepting, and utilizing
19 access to and control over Ms. Leigh’s finances.

20 293. Ms. Leigh’s vulnerability to Shekinah, Robert, Shirley, and Hannah led directly to her
21 giving Shirley, and later Hannah, access to her bank accounts and credit cards which empowered
22 Shirley, Hannah, and ultimately Robert and Shekinah.

23 294. With other individuals accessing and handling their financial accounts for her, Ms. Leigh,
24 was unable to effectively protect herself from Shirley, Hannah, and Shekinah’s misuse of her finances
25 and felt less capable of leaving Shekinah and living on her own. In this way, Ms. Leigh was unable to
26 effectively protect herself because of Cross-Defendants’ empowerment.

27 295. As a result, Shirley, Hannah, and Shekinah owed Ms. Leigh a duty of care.

28 296. Shirley and Hannah, acting individually and as representatives of Shekinah, intentionally

1 breached that duty of care in utilizing their access to and control over Ms. Leigh’s finances to engage in
2 self-interested transactions, misrepresenting to Ms. Leigh what money taken from her financial accounts
3 would be used for, and outright stealing or embezzling money from Ms. Leigh’s bank accounts and/or
4 credit cards.

5 297. Ms. Leigh did not discover or have knowledge of Cross-Defendants’ misconduct causing
6 the breach until because Ms. Leigh reasonably relied on and trusted statements from Cross-Defendants
7 which concealed the breach.

8 298. Cross-Defendants’ breach of the duty of care directly caused damages to Ms. Leigh in an
9 amount to be determined at trial.

10 299. Cross-Defendants’ conduct arose out of and was done at least in part to further the
11 trafficking scheme Ms. Leigh was subjected to.

12 300. Cross-Defendants’ actions were done with malice, fraud, and oppression, making them
13 liable for punitive damages.

14 **NINTH CAUSE OF ACTION**

15 **(Aiding and Abetting Breach of Voluntarily Assumed Fiduciary Duty – By Elisha Leigh Against** 16 **Abraham, Christina, Hannah, Shirley, Jenny, Imaginating, and Robert)**

17 301. Ms. Leigh realleges and incorporates by reference the allegations contained in the
18 preceding paragraphs as though fully set forth herein.

19 302. Cross-Defendants Shirley and Hannah, individually and as agents of Shekinah,
20 voluntarily assumed fiduciary relationships with Ms. Leigh, owed Ms. Leigh a duty of care, and
21 breached that duty of care by engaging in self-interested transactions, misrepresenting to Ms. Leigh what
22 money taken from her financial accounts would be used for, and outright stealing or embezzling money
23 from Ms. Leigh’s bank accounts and/or credit cards.

24 303. Cross-Defendants Christina, Jenny, Imaginating, and Robert had actual knowledge of the
25 breaches committed by Shirley and Hannah individually and as an agent of Shekinah and intended for
26 the breaches to occur.

27 304. Hannah intended and substantially assisted Shirley in outright stealing or embezzling
28 money from Ms. Leigh’s bank accounts and/or credit cards when Shirley was the “mentor” with primary

1 control over Ms. Leigh’s finances. Once Hannah became the “mentor” with primary control over Ms.
2 Leigh’s finances, Shirley similarly intended and substantially assisted Hannah in outright stealing or
3 embezzling money from Ms. Leigh’s bank accounts and/or credit cards.

4 305. Cross Defendant Jenny knowingly and substantially assisted and encouraged Shirley and
5 Hannah, individually and as agents of Shekinah, in outright stealing or embezzling money from Ms.
6 Leigh by applying for unemployment benefits on Ms. Leigh’s behalf, not providing Ms. Leigh with her
7 EDD debit card, and keeping for herself or providing the same to Hannah and/or Shirley instead.

8 306. On information and belief, Cross-Defendant Christina knowingly and substantially
9 assisted or encouraged Shirley and Hannah, individually and as agents of Shekinah, in outright stealing
10 or embezzling money from Ms. Leigh by telling Hannah and Shirley to take money from Ms. Leigh’s
11 accounts when they would ask whose money they should use to support and fund Cross-Defendants.

12 307. Cross-Defendant Robert knowingly and substantially assisted Shirley and Hannah,
13 individually and as agents of Shekinah, in outright stealing or embezzling money from Ms. Leigh by
14 repeatedly telling Ms. Leigh that she had to “Submit all [her] finances to your assigned mentor” and that
15 all she needed to do was obey all instructions, focus on God and meditate on the scriptures. Robert
16 further knowingly and substantially assisted by causing Ms. Leigh to believe that disobeying the Man
17 of God, him, would result in Ms. Leigh suffering serious harm including: her and her family going to
18 hell, inviting Satan into her and her family’s life, becoming demon possessed, experiencing anxiety and
19 depression, potentially losing her job, being physically assaulted by other Shekinah members, and/or
20 being emotionally abused and berated by Shekinah members in front of others.

21 308. Cross Defendant Imaginating knowingly and substantially assisted and encouraged
22 Shirley, individually and as an agent of both Shekinah and Imaginating, in outright stealing or
23 embezzling money from Ms. Leigh, because Shirley is an agent of Imaginating and stole or embezzled
24 money on its behalf.

25 309. Cross-Defendants’ conduct was a substantial factor in causing Ms. Leigh harm.

26 310. Ms. Leigh was harmed in an amount to be determined at trial.

27 311. Cross-Defendants’ conduct arose out of and was done at least in part to further the
28 trafficking scheme Ms. Leigh was subjected to.

1 312. Cross-Defendants’ actions were done with malice, fraud, and oppression, making them
2 liable for punitive damages.

3 **TENTH CAUSE OF ACTION**

4 **(Intentional Infliction of Emotional Distress – By Elisha Leigh Against Robert, Hannah, Young,**
5 **and Shekinah)**

6 313. Ms. Leigh realleges and incorporates by reference the allegations contained in the
7 preceding paragraphs as though fully set forth herein.

8 314. Cross-Defendants Robert, Hannah, and Young individually and as representatives of
9 Shekinah, engaged in extreme and outrageous conduct intended to cause Ms. Leigh emotional distress,
10 or at the very least with reckless disregard that Ms. Leigh would suffer emotional distress, knowing that
11 Ms. Leigh was present when the conduct occurred.

12 315. Cross-Defendant Robert individually and an agent of Shekinah, specifically instructed
13 Ms. Leigh and otherwise caused Ms. Leigh to believe that not obeying the Man of God, Robert, would
14 result in Ms. Leigh suffering serious harm including her and her family going to hell, inviting Satan into
15 her and her family’s life, becoming demon possessed, and experiencing anxiety and depression. Cross-
16 Defendant Robert individually and an agent of Shekinah, also caused Ms. Leigh to believe that not
17 obeying him would put her job in jeopardy and lead to physical and emotional abuse by other Shekinah
18 members.

19 316. Cross-Defendant Robert, individually and as the Man of God of Shekinah, regularly
20 coerced Ms. Leigh into having sex with him and so intended to cause Ms. Leigh emotional distress, or at
21 the very least acted with reckless disregard that Ms. Leigh would suffer emotional distress.

22 317. Cross-Defendant Young was aware of Robert’s regular, planned sexual exploitation of
23 Ms. Leigh and conspired with Robert to intentionally facilitate Robert’s continual sexual exploitation of
24 Ms. Leigh and so intended to cause Ms. Leigh emotional distress, or at the very least acted with reckless
25 disregard that Ms. Leigh would suffer emotional distress.

26 318. Cross-Defendant Hannah, individually and as an agent of Shekinah, hit, punched, kicked,
27 and verbally berated Ms. Leigh claiming “you don’t deserve God,” “you have no rights to being loved,”
28 and “nobody likes you.” Hannah also destroyed Ms. Leigh’s personal belongings in front of her and so

1 intended to cause Ms. Leigh emotional distress, or at the very least acted with reckless disregard that
2 Ms. Leigh would suffer emotional distress.

3 319. Ms. Leigh did suffer severe emotional distress, and Robert, Hannah, and Young's
4 conduct was a substantial factor in causing Ms. Leigh's severe emotional distress.

5 320. Ms. Leigh is owed damages in an amount to be determined at trial.

6 321. Cross-Defendants' conduct arose out of and was done at least in part to further the
7 trafficking scheme Ms. Leigh was subjected to.

8 322. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
9 liable for punitive damages.

10 **ELEVENTH CAUSE OF ACTION**

11 **(Intentional Infliction of Emotional Distress – By Marilyn Against Shirley and Shekinah)**

12 323. Marilyn realleges and incorporates by reference the allegations contained in the
13 preceding paragraphs as though fully set forth herein.

14 324. Cross-Defendant Shirley, individually and as a representative of Shekinah, engaged in
15 extreme and outrageous conduct including intentionally isolating Marilyn and David from each other
16 and their families. In particular, Shirley specifically instructed Marilyn and David to block their family
17 and friends outside of Shekinah and forbid Marilyn and David from visiting family in Orange.

18 325. Cross-Defendant Shirley engaged in further extreme and outrageous conduct including
19 imposing unrealistic and unreasonable limitations on how Marilyn was allowed to spend her own money
20 on and for her own family; requiring Marilyn to report her full schedule to Shirley, including when
21 Marilyn went to the bathroom and what she ate; instructing Marilyn to go on birth control and shaming
22 Marilyn for getting pregnant; and yelling at and berating Marilyn in private and in front of other
23 Shekinah members.

24 326. Cross-Defendant engaged in this extreme and outrageous conduct intentionally to cause
25 Marilyn emotional distress, or at the very least with reckless disregard that Marilyn would suffer
26 emotional distress, knowing that Marilyn was present when the conduct occurred.

27 327. Marilyn suffered severe emotional distress, and Shirley's conduct was a substantial factor
28 in causing Marilyn's severe emotional distress.

1 328. Marilyn is owed damages in an amount to be determined at trial.

2 329. Cross-Defendants' actions were done with malice, fraud, and oppression, making her
3 liable for punitive damages.

4 **TWELFTH CAUSE OF ACTION**

5 (Intentionally Omitted)

6 **THIRTEENTH CAUSE OF ACTION**

7 (Gender Violence [Civil Code § 52.4] – By Elisha Leigh Against Robert, and Young,)

8 330. Ms. Leigh realleges and incorporates by reference the allegations contained in the
9 preceding paragraphs as though fully set forth herein.

10 331. Ms. Leigh was an employee of Robert and RCP and provided services pursuant to an
11 employment contract with RCP.

12 332. Cross-Defendant Robert subjected Ms. Leigh to severe and pervasive sexually harassing
13 conduct while he was a supervisor and agent of her employer, RCP. On information and belief, Ms.
14 Leigh was subjected to Robert's sexually harassing conduct because she was a woman. Though all
15 members were harassed, female members were least respected and seen and treated as servants – there
16 for sex, to cook, clean, obey, and submit to the men. Shekinah and Robert often taught that women must
17 submit to men or will go to hell. They also taught that women needed to give sex willingly if their
18 husbands requested sex because God hated people that do not commit to things with a willing heart.

19 333. Cross-Defendant Young was aware of Robert's regular, planned sexual exploitation of
20 Ms. Leigh and conspired with Robert to intentionally facilitate Robert's continual sexual exploitation of
21 Ms. Leigh.

22 334. Ms. Leigh considered her work environment to be hostile and oppressive but felt unable
23 to leave, as a reasonable person in Ms. Leigh's situation would have.

24 335. Ms. Leigh was harmed, offended, and severely emotionally distressed by Robert's
25 conduct, facilitated as it was by the conduct of Young, and Cross-Defendants' conduct was a substantial
26 factor in causing Ms. Leigh's harm, offense, and severe emotional distress.

27 336. Ms. Leigh is owed damages in an amount to be determined at trial.

28

1 **FIFTEENTH CAUSE OF ACTION**

2 **(Work Environment Harassment [Gov. Code §§ 12923, 12940(j)] – By Elisha Leigh Against**
3 **Robert, Young, and RCP)**

4 347. Ms. Leigh realleges and incorporates by reference the allegations contained in the
5 preceding paragraphs as though fully set forth herein.

6 348. Ms. Leigh was an employee of Robert and RCP and provided services pursuant to an
7 employment contract with RCP.

8 349. Ms. Leigh was subjected to harassing conduct by Cross-Defendant Robert, who made
9 sexual solicitations and demands for sexual compliance to Ms. Leigh while he was a supervisor and
10 agent of her employer, RCP. On information and belief, Ms. Leigh was subjected to Robert's sexually
11 harassing conduct because she was a woman.

12 350. Cross-Defendant Robert's conduct was unwelcome, pervasive, and severe. A reasonable
13 woman in Ms. Leigh's circumstances would have considered the work environment to be hostile,
14 intimidating, offensive, oppressive, or abusive. Ms. Leigh considered her work environment to be
15 hostile, intimidating, offensive, oppressive, or abusive but felt unable to leave.

16 351. Cross-Defendant Young was aware of Robert's regular, planned sexual harassment and
17 exploitation of Ms. Leigh and conspired with Robert to intentionally facilitate Robert's continual sexual
18 harassment and exploitation of Ms. Leigh.

19 352. Ms. Leigh was harmed, offended, and severely emotionally distressed by Robert's
20 conduct, facilitated as it was by the conduct of Young, and Cross-Defendants' conduct was a substantial
21 factor in causing Ms. Leigh's harm, offense, and severe emotional distress.

22 353. Ms. Leigh is owed damages in an amount to be determined at trial.

23 354. Cross-Defendants' conduct arose out of and was done at least in part to further the
24 trafficking scheme Ms. Leigh was subjected to.

25 355. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
26 liable for punitive damages.

27 356. On August 28, 2023, Ms. Leigh has filed a complaint with the California Civil Rights
28 Department and has obtained a right-to-sue letter regarding her work-environment claim. Attached as

1 **Exhibit D** is a true and correct copy of the right to sue letter.

2 **SIXTEENTH CAUSE OF ACTION**

3 **(Aiding and Abetting Work Environment Harassment [Gov. Code §§ 12923, 12940(j)] – By Elisha**
4 **Leigh Against Young)**

5 357. Ms. Leigh realleges and incorporates by reference the allegations contained in the
6 preceding paragraphs as though fully set forth herein.

7 358. Cross-Defendant Robert, individually and as agent and owner of RCP, sexually harassed
8 Ms. Leigh.

9 359. Cross-Defendant Young had actual knowledge sexual harassment committed by Robert,
10 individually and as an agent of RCP, and intended for the sexual harassment to occur.

11 360. On information and belief, Cross-Defendant Young substantially assisted or encouraged
12 the sexual harassment committed by Robert by ensuring that no other Shekinah members were at the
13 Tujunga property when Robert wanted to have sex with Ms. Leigh.

14 361. Cross-Defendants' conduct was a substantial factor in causing Ms. Leigh harm.

15 362. Ms. Leigh was harmed in an amount to be determined at trial.

16 363. Cross-Defendants' conduct arose out of and was done at least in part to further the
17 trafficking scheme Ms. Leigh was subjected to.

18 364. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
19 liable for punitive damages.

20 365. On August 28, 2023, Ms. Leigh has filed a complaint with the California Civil Rights
21 Department and has obtained a right-to-sue letter regarding her work-environment claim. (Ex. D.)

22 **SEVENTEENTH CAUSE OF ACTION**

23 **(Sexual Battery – By Elisha Leigh Against Robert and Young)**

24 366. Ms. Leigh realleges and incorporates by reference the allegations contained in the
25 preceding paragraphs as though fully set forth herein.

26 367. Cross-Defendant Robert intended to cause and caused harmful and offensive sexual
27 contact with Ms. Leigh.

28 368. Cross-Defendant Young were aware of Robert's regular, planned sexual exploitation of

1 Ms. Leigh and conspired with Robert to intentionally facilitate Robert's continual sexual exploitation of
2 Ms. Leigh.

3 369. Ms. Leigh did not give valid consent to sexual contact with Robert and only consented
4 under duress and fear of financial reprisals, including but not limited to losing her job.

5 370. Ms. Leigh was harmed, offended, and severely emotionally distressed by Robert's
6 conduct and is owed damages in an amount to be determined at trial.

7 371. Cross-Defendants' conduct arose out of and was done at least in part to further the
8 trafficking scheme Ms. Leigh was subjected to.

9 372. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
10 liable for punitive damages.

11 **EIGHTEENTH CAUSE OF ACTION**

12 **(Aiding and Abetting Sexual Battery – By Elisha Leigh Against Young)**

13 373. Ms. Leigh realleges and incorporates by reference the allegations contained in the
14 preceding paragraphs as though fully set forth herein.

15 374. Cross-Defendant Robert, individually and as agent and owner of RCP, committed sexual
16 battery against Ms. Leigh.

17 375. Cross-Defendant Young had actual knowledge of the sexual battery in the form of sexual
18 exploitation committed by Robert, individually and as an agent of RCP, and intended for the sexual
19 battery to occur.

20 376. On information and belief, Cross-Defendant Young substantially assisted or encouraged
21 the sexual exploitation committed by Robert by ensuring that no other Shekinah members were at the
22 Tujunga property when Robert wanted to have sex with Ms. Leigh.

23 377. Cross-Defendants' conduct was a substantial factor in causing Ms. Leigh harm.

24 378. Ms. Leigh was harmed in an amount to be determined at trial.

25 379. Cross-Defendants conduct arose out of and was done at least in part to further the
26 trafficking scheme Ms. Leigh was subjected to.

27 380. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
28 liable for punitive damages.

1 **NINETEENTH CAUSE OF ACTION**

2 **(Sexual Battery – By Kylie Against Robert)**

3 381. Kylie realleges and incorporates by reference the allegations contained in the preceding
4 paragraphs as though fully set forth herein.

5 382. Cross-Defendant Robert intended to cause and caused a harmful and offensive sexual
6 contact with Kylie which Kylie did not consent to when he hip-thrust into her from behind while at the
7 gym.

8 383. Kylie was harmed and offended by Robert’s conduct and is owed damages in an amount
9 to be determined at trial.

10 384. Cross-Defendant’s actions were done with malice, fraud, and oppression, making him
11 liable for punitive damages.

12 **TWENTIETH CAUSE OF ACTION**

13 **(Battery – By Elisha Leigh Against Hannah)**

14 385. Ms. Leigh realleges and incorporates by reference the allegations contained in the
15 proceeding paragraphs as though fully set forth therein.

16 386. Cross-Defendant Hannah, individually and as a representative of Shekinah, physically
17 assaulted Ms. Leigh by hitting, pushing, and kicking her with the intent to harm or offend.

18 387. Ms. Leigh did not consent to being hit, pushed, or kicked by Hannah.

19 388. Ms. Leigh was harmed, offend, and severely emotionally distressed by Hannah’s
20 conduct, as a reasonable person in Ms. Leigh’s situation would have been.

21 389. Ms. Leigh is owed damages in an amount to be determined at trial.

22 390. Cross-Defendant’s actions were done with malice, fraud, and oppression, making her
23 liable for punitive damages.

24 **TWENTY-FIRST CAUSE OF ACTION**

25 **(Aiding and Abetting Battery – By Elisha Leigh Against Shirley)**

26 391. Ms. Leigh realleges and incorporates by reference the allegations contained in the
27 preceding paragraphs as though fully set forth herein.

28 392. Cross-Defendant Hannah, individually and as a representative of Shekinah, committed

1 battery against Ms. Leigh.

2 393. Cross-Defendant Shirley had actual knowledge of the battery committed by Hannah and
3 intended for the battery to occur.

4 394. Cross-Defendant Shirley substantially assisted or encouraged the battery committed by
5 Hannah by keeping everyone out of the house while Hannah beat and berated Ms. Leigh.

6 395. Cross-Defendant's conduct was a substantial factor in causing Ms. Leigh harm.

7 396. Ms. Leigh was harmed in an amount to be determined at trial.

8 397. Cross-Defendant's actions were done with malice, fraud, and oppression, making her
9 liable for punitive damages.

10 **TWENTY-SECOND CAUSE OF ACTION**

11 **(Conversion – By Kevin Against Shirley)**

12 398. Kevin realleges and incorporates by reference the allegations contained in the proceeding
13 paragraphs as though fully set forth therein.

14 399. Cross-Defendant Shirley substantially interfered with Kevin's personal laptop, which he
15 owned, by knowingly and intentionally preventing Kevin from having access to the laptop beyond what
16 Kevin consented to.

17 400. Kevin was harmed and Shirley's conduct was a substantial factor in causing Kevin's
18 harm.

19 401. Kevin is owed damages in an amount to be determined at trial.

20 402. Cross-Defendant's actions were done with malice, fraud, and oppression, making her
21 liable for punitive damages.

22 **TWENTY-THIRD CAUSE OF ACTION**

23 **(Conversion – By Aubrey Against Christina and Lemuel)**

24 403. Aubrey realleges and incorporates by reference the allegations contained in the
25 proceeding paragraphs as though fully set forth therein.

26 404. Aubrey owns tires that are currently located at Christina and Lemuel's current residence,
27 which is Aubrey's previous residence.

28 405. On information and belief, Cross-Defendants Christina and Lemuel Betton have

1 substantially interfered with Aubrey's tires by knowingly and intentionally preventing Aubrey from
2 having access to the tires and effectively refusing to return Aubrey's tires to him after Aubrey sought
3 their return.

4 406. Christina and Lemuel have substantially interfered with Aubrey's access to his tires and
5 have effectively refused to return the tires to Aubrey by not responding to Aubrey's multiple attempts to
6 schedule a time for Aubrey to retrieve the tires from Christina and Lemuel's residence.

7 407. Aubrey did not consent to Christina and Lemuel's retaining the tires for longer than it
8 took Aubrey to arrange for the transport and storage of the tires.

9 408. Aubrey was harmed and Christina and Lemuel's conduct was a substantial factor in
10 causing Aubrey's harm.

11 409. Aubrey is owed damages in an amount to be determined at trial.

12 410. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
13 liable for punitive damages.

14 **TWENTY-FOURTH CAUSE OF ACTION**

15 **(Breach of Contract – By Kevin and Aubrey Against 7M)**

16 411. Kevin and Aubrey reallege and incorporate by reference the allegations contained in the
17 proceeding paragraphs as though fully set forth therein.

18 412. Kevin and Cross-Defendant 7M entered into an oral contract under which 7M would take
19 15% of all of Kevin's brand deals. Cross-Defendant 7M breached this contract in taking 20% of all of
20 Kevin's brand deals.

21 413. Aubrey and Cross-Defendant 7M entered into an oral contract under which 7M would
22 provide Aubrey \$6,000 for a song promotion. Cross-Defendant 7M breached this contract in not paying
23 Aubrey any of the \$6,000 after Aubrey performed the promotion.

24 414. Kevin and Aubrey were harmed and 7M's breach of the contract was a substantial factor
25 in causing their harm.

26 415. Kevin is owed damages in an amount to be determined at trial.

27 416. Aubrey is owed damages in an amount to be determined at trial.

28 **TWENTY-FIFTH CAUSE OF ACTION**

1 427. On information and belief, Matthew acting individually and as a representative of
2 Shekinah intended and caused the client to breach the contract between the client and David because
3 David received a text message on December 17, 2022 from the client, stating she would be continuing
4 the job with Matthew instead.

5 428. David was harmed and Matthew's conduct was a substantial factor in causing David's
6 harm.

7 429. David is owed damages in an amount to be determined at trial.

8 430. Cross-Defendants' actions were done with malice, fraud, and oppression, making them
9 liable for punitive damages.

10 **TWENTY-SEVENTH CAUSE OF ACTION**

11 **(Waiting Time Penalties [Labor Code §§ 201-203] – By Elisha Leigh Against Robert and RCP)**

12 431. Ms. Leigh realleges and incorporates by reference the allegations contained in the
13 proceeding paragraphs as though fully set forth therein.

14 432. Sections 201 and 202 of the Labor Code require employers to promptly pay all wages
15 owing to an employee at the conclusion of employment.

16 433. Ms. Leigh no longer works for Cross-Defendants. Ms. Leigh quit in June of 2022.

17 434. Ms. Leigh is informed and believes, and based thereon alleges, that Cross-Defendants'
18 failure to pay her upon her employment ending was willful.

19 435. Robert acted on behalf of RCP as its owner and as its CEO and violated Labor Code
20 § 226 or otherwise caused Labor Code § 226 to be violated. As such, Robert may be held liable as the
21 employer under Labor Code § 558.1. As indicated above, Robert made all final decisions for Shekinah
22 and the related businesses. Anything that affected Ms. Leigh's work would have been decided by
23 Robert.

24 436. Ms. Leigh is no longer working for Cross-Defendants and is therefore entitled to
25 penalties against Cross-Defendants in an amount to be determined at trial pursuant to Labor Code § 203.

26 **TWENTY-EIGHTH CAUSE OF ACTION**

27 **(Waiting Time Penalties [Labor Code §§ 201-203] – By David Against Shekinah)**

28

1 437. David realleges and incorporates by reference the allegations contained in the proceeding
2 paragraphs as though fully set forth therein.

3 438. David was an employee of Shekinah. Shekinah provided David with jobs and told David
4 how much to charge for the work he performed. When David was working on Shekinah properties he
5 would show up and be told what to do, he was not afforded initiative or control.

6 439. Sections 201 and 202 of the Labor Code require employers to promptly pay all wages
7 owing to an employee at the conclusion of employment.

8 440. David no longer works for Cross-Defendant.

9 441. David is informed and believes, and based thereon alleges, that Cross-Defendant's failure
10 to pay him upon his employment ending was willful.

11 442. David is no longer working for Cross-Defendant and is therefore entitled to penalties
12 against Cross-Defendant in an amount to be determined at trial pursuant to Labor Code § 203.

13 **TWENTY-NINTH CAUSE OF ACTION**

14 **(Waiting Time Penalties [Labor Code §§ 201-203] – By Kevin Against Shekinah)**

15 443. Kevin realleges and incorporates by reference the allegations contained in the proceeding
16 paragraphs as though fully set forth therein.

17 444. Shekinah had complete control of the work Kevin did, had other people working for
18 Shekinah doing the same thing Kevin was doing, and Kevin was not engaged in independent trade in the
19 same nature of the work that was performed.

20 445. Sections 201 and 202 of the Labor Code require employers to promptly pay all wages
21 owing to an employee at the conclusion of employment.

22 446. Kevin no longer works for Cross-Defendant. Kevin quit working for Shekinah in July
23 2022.

24 447. Kevin is informed and believes, and based thereon alleges, that Cross-Defendant's failure
25 to pay him upon his employment ending was willful.

26 448. Kevin is no longer working for Cross-Defendant and is therefore entitled to penalties
27 against Cross-Defendant in an amount to be determined at trial pursuant to Labor Code § 203.

28 **THIRTIETH CAUSE OF ACTION**

1 **(Waiting Time Penalties [Labor Code §§ 201-203] – By Marilyn Against 7M)**

2 449. Marilyn realleges and incorporates by reference the allegations contained in the
3 proceeding paragraphs as though fully set forth therein.

4 450. In July 2021, Marilyn was directed to perform craft services for 7M for a video shoot that
5 the company was doing. The video shoot, and the services needed to conduct it, were a part of 7M’s
6 regular business. Marilyn was not independently engaged in this profession. Marilyn performed the
7 work as directed by Shirley.

8 451. Marilyn worked for 7M when she was instructed to do so by Shirley. All of Marilyn’s
9 work ended after July 2021.

10 452. Sections 201 and 202 of the Labor Code require employers to promptly pay all wages
11 owing to an employee at the conclusion of employment.

12 453. Marilyn no longer works for Cross-Defendant.

13 454. Marilyn is informed and believes, and based thereon alleges, that Cross-Defendant’s
14 failure to pay her upon her employment ending was willful.

15 455. Marilyn is no longer working for Cross-Defendant and is therefore entitled to penalties
16 against Cross-Defendant in an amount to be determined at trial pursuant to Labor Code § 203.

17 **THIRTY-FIRST CAUSE OF ACTION**

18 **(Failure to Provide Accurate, Itemized Wage Statements [Labor Code § 226] – By Elisa Leigh**
19 **Against Robert and RCP)**

20 456. Ms. Leigh realleges and incorporates by reference the allegations contained in the
21 proceeding paragraphs as though fully set forth therein.

22 457. Ms. Leigh was an employee of RCP and received at least one W-2 statement providing
23 such. Ms. Leigh received wage statements from RCP less than five times during the course of her
24 employment. When she did receive wage statements, the statements did not state the total number of
25 hours worked nor the last four digits of her social security number or an employee identification number
26 as required by law.

27 458. Section 226(a) of the Labor Code requires Cross-Defendants to itemize in wage
28 statements all deductions made from wages earned by Ms. Leigh and to accurately report total hours

1 worked, and wages earned. Cross-Defendants have knowingly and intentionally failed to comply with
2 Labor Code § 226(a) on each and every wage statement that should have been provided to Ms. Leigh.

3 459. By failing to keep adequate records, as required by Labor Code § 226, Cross-Defendants
4 have injured Ms. Leigh, and made it confusing and difficult to calculate the unpaid wages earned and the
5 expenditures not indemnified by Cross-Defendants (including wages, interest, and penalties) due to Ms.
6 Leigh.

7 460. For all instances RCP failed to provide Ms. Leigh with a wage statement, she is deemed
8 to suffer injuries for purposes of Labor Code § 226(e)(2). For those instances when RCP did provide her
9 with a wage statement, Ms. Leigh is also deemed to suffer injuries for purposes of Labor Code
10 § 226(e)(2) because Ms. Leigh was not exempt from payment of overtime, and Cross-Defendant's
11 failure to provide the total number of hours worked as well as the last four digits of her social security
12 number or an employee identification number means that Ms. Leigh could not determine such promptly
13 and easily from the wage statement alone.

14 461. Robert acted on behalf of RCP as its owner and as its CEO and violated Labor Code
15 § 226 or otherwise caused Labor Code § 226 to be violated. As such, Robert may be held liable as the
16 employer under Labor Code § 558.1. As indicated above, Robert made all final decisions for Shekinah
17 and the related businesses. Anything that affected Ms. Leigh's work would have been decided by
18 Robert.

19 462. Ms. Leigh seeks to recover the statutory penalties provided by Labor Code § 226(a) for
20 the wage statement violations committed by Cross-Defendants.

21 **THIRTY-SECOND CAUSE OF ACTION**

22 **(Failure to Provide Accurate, Itemized Wage Statements [Labor Code § 226] – by David Against**
23 **Shekinah)**

24 463. David realleges and incorporates by reference the allegations contained in the proceeding
25 paragraphs as though fully set forth therein.

26 464. David was an employee of Shekinah. Shekinah provided David with jobs and told David
27 how much to charge for the work he performed. When David was working on Shekinah properties he
28 would show up and be told what to do, he was not afforded initiative or control.

1 473. Kevin worked for Shekinah on November 10-19, 2021, on January 15-23, 2022, and in
2 March 2022 and was never provided any wage statements. Kevin is therefore deemed to suffer injuries
3 for purposes of Labor Code § 226(e)(2).

4 474. Kevin seeks to recover the statutory penalties provided by Labor Code § 226(a) for the
5 wage statement violations committed by Cross-Defendants.

6 **THIRTY-FOURTH CAUSE OF ACTION**

7 **(INTENTIONALLY OMITTED)**

8 **THIRTY-FIFTH CAUSE OF ACTION**

9 **(Failure to Provide Accurate, Itemized Wage Statements [Labor Code § 226] – by Aubrey, Kailea,
10 and Kevin Against 7M)**

11 475. Aubrey, Kailea, and Kevin reallege and incorporate by reference the allegations
12 contained in the proceeding paragraphs as though fully set forth therein.

13 476. Aubrey was an employee of 7M as he did not have control over the jobs he was told to do
14 or how much he would charge for his work. The work Aubrey did for 7M was what the business did
15 normally. Aubrey was always paid in checks made out to him personally.

16 477. Kevin was an employee of 7M as 7M paid out every month and his paychecks went
17 through 7M instead of to Kevin directly. 7M had complete control over the work he performed for 7M,
18 including locations, song choice, wardrobe, and collaborations within the group. The work Kevin did
19 for 7M was what the business did normally. All of the work Kevin did while employed by 7M went
20 through 7M.

21 478. Kailea was an employee of 7M as 7M had complete control over her work, including
22 what she did, how and when she filmed, what settings she was to use, and how the work would be
23 distributed. The work Kailea did was usual for 7M's course of business. Kailea regularly filmed with
24 talent and filmed exclusively for 7M during her months working for them.

25 479. Kevin worked for 7M from April 2021 to July 2022. Kevin did not receive wage
26 statements from 7M from April 2021 through December 2021. The wage statements that he did receive
27 were deficient because they did not state the total number of hours worked, the last four digits of his
28 social security number or an employee identification number, nor the hourly rates in effect as required

1 by law. The name and address of the employer were also not provided or were incorrect. The statements
2 also showed surprise deductions like filming costs that Kevin had not agreed to and contained the
3 incorrect management fee of 20% (Kevin had agreed to a management fee of 15%).

4 480. Kailea received deficient wage statements from 7M from September 2021 through June
5 2022. The wage statements were deficient because they did not state gross wages earned, the last four
6 digits of her social security number or an employee identification number, net wages, nor the hourly
7 rates in effect as required by law. The name and address of the employer were also incorrect. The total
8 number of hours worked was also incorrect as it only listed in a screen shot was brand deals, not videos
9 of 7M's talent taken for 7M for their pages that weren't brand deals, nor did it include editing time. The
10 statements did list the applicable month but not the exact dates of the pay period.

11 481. Section 226(a) of the Labor Code requires Cross-Defendants to itemize in wage
12 statements all deductions made from wages earned by Aubrey, Kailea, and Kevin and to accurately
13 report total hours worked, and wages earned. Cross-Defendants have knowingly and intentionally failed
14 to comply with Labor Code § 226(a) on each and every wage statement that should have been provided
15 to David.

16 482. By failing to keep adequate records, as required by Labor Code § 226, Cross-Defendants
17 have injured Aubrey, Kailea, and Kevin, and made it confusing and difficult to calculate the unpaid
18 wages earned and the expenditures not indemnified by Cross-Defendants (including wages, interest, and
19 penalties) due to Aubrey, Kailea, and Kevin.

20 483. Aubrey was never provided any wage statements and is therefore deemed to suffer
21 injuries for purposes of Labor Code § 226(e)(2).

22 484. For all instances 7M failed to provide Kevin with a wage statement, he is deemed to
23 suffer injuries for purposes of Labor Code § 226(e)(2). For those instances when 7M did provide him
24 with a wage statement, Kevin is also deemed to suffer injuries for purposes of Labor Code § 226(e)(2)
25 because Kevin was not exempt from payment of overtime, and Cross-Defendant's failure to provide the
26 aforementioned information means that Kevin could not determine such information promptly and easily
27 from the wage statement alone.

28

1 485. For those instances when 7M provided her with a deficient wage statement, Kailea is
2 deemed to suffer injuries for purposes of Labor Code § 226(e)(2) because Kailea was not exempt from
3 payment of overtime, and Cross-Defendant's failure to provide the aforementioned information means
4 that Kailea could not determine such information promptly and easily from the wage statement alone.

5 486. Aubrey, Kailea, and Kevin seek to recover the statutory penalties provided by Labor
6 Code § 226(a) for the wage statement violations committed by Cross-Defendants.

7 **THIRTY-SIXTH CAUSE OF ACTION**

8 **(Violation of Labor Code § 1194 – By Elisha Leigh Against Robert and RCP)**

9 487. Ms. Leigh realleges and incorporates by reference the allegations contained in the
10 proceeding paragraphs as though fully set forth therein.

11 488. Ms. Leigh performed work for Robert and RCP and was paid less than the minimum
12 wage by RCP for at least some of the hours worked. From August of 2020 through February 2021 RCP
13 stopped paying Ms. Leigh and paid her nothing for the mortgage, loan processing, and real estate
14 services Ms. Leigh was providing. Ms. Leigh was still expected to work 10-hour days, 6 days a week
15 during this time, and did so.

16 489. Cross-Defendants' conduct arose out of and was done at least in part to further the
17 trafficking scheme Ms. Leigh was subjected to.

18 490. Ms. Leigh is owed damages to be determined at trial.

19 **THIRTY-SEVENTH CAUSE OF ACTION**

20 **(Violation of Labor Code § 1194 – By David Against Shekinah and Studio on the Mount)**

21 491. David realleges and incorporates by reference the allegations contained in the proceeding
22 paragraphs as though fully set forth therein.

23 492. David performed construction work for Shekinah and was paid less than the minimum
24 wage by Shekinah. In fact, David was not paid at all for these services. David performed this work
25 around March through July 2021 and around August 2022.

26 493. David worked for Studio on the Mount loading and unloading equipment in or around
27 July 2021 and was not paid at all for these services.

28 494. David is owed damages to be determined at trial.

1 **THIRTY-EIGHTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 1194 – By Kevin Against Shekinah)**

3 495. Kevin realleges and incorporates by reference the allegations contained in the proceeding
4 paragraphs as though fully set forth therein.

5 496. Kevin performed music and choreography work for Shekinah and was paid less than the
6 minimum wage by Shekinah. In fact, Kevin was not paid at all for these services.

7 497. Kevin created two original songs, mixed other hit songs together, and choreographed
8 each section for Shekinah’s short film, “The Circuit.” Kevin performed this work from November 10-19,
9 2021 and from January 15-23, 2022. Kevin also provided construction services for Shekinah in March
10 2022 for which he was not paid.

11 498. Kevin is owed damages to be determined at trial.

12 **THIRTY-NINTH CAUSE OF ACTION**

13 **(Violation of Labor Code § 1194 – By Marilyn Against 7M and Studio on the Mount)**

14 499. Marilyn realleges and incorporates by reference the allegations contained in the
15 proceeding paragraphs as though fully set forth therein.

16 500. Marilyn performed craft services for 7M in July 2021 and was paid less than the
17 minimum wage by 7M. In fact, Marilyn was not paid at all for these services.

18 501. Marilyn performed craft services for Studio on the Mount on two separate occasions in
19 July 2021 and was not paid at all for these services.

20 502. Marilyn is owed damages to be determined at trial.

21 **FORTIETH CAUSE OF ACTION**

22 **(Quantum Meruit – By Kevin Against Shekinah)**

23 503. Kevin realleges and incorporates by reference the allegations contained in the proceeding
24 paragraphs as though fully set forth therein.

25 504. There is no contract between Kevin and Shekinah that covers this dispute.

26 505. Kevin performed in good faith music and choreography services for the benefit of
27 Shekinah and its short film, “The Circuit” pursuant to a request for such services by Shekinah. Kevin
28 performed this work from November 10-19, 2021 and from January 15-23, 2022

1 money taken from their financial accounts would be used for, and outright stealing or embezzling money
2 from Cross-Complainant Elisha Leigh, Marilyn, and David’s bank accounts and/or credit cards.

3 537. Cross-Defendants’ conduct arose out of and was done at least in part to further the
4 trafficking scheme Ms. Leigh was subjected to.

5 538. Cross-Defendants were unjustly enriched in an amount to be determined at trial.

6 **FIFTY-SECOND CAUSE OF ACTION**

7 **(Declaratory Judgment of Unenforceability – By Aubrey Against Shekinah)**

8 539. Cross-Complainant Aubrey realleges and incorporates by reference the allegations
9 contained in the proceeding paragraphs as though fully set forth therein.

10 540. On or about July 17, 2022, Cross-Complainant Aubrey and Cross-Defendant Shekinah
11 Church entered into a “Non-Disclosure and Confidentiality Agreement” (the “NDA”). The NDA
12 appears to limit the disclosure of any information exchanged between Aubrey, on the one hand, and
13 Shekinah and almost anyone that Shekinah has had a business or personal relationship with. The
14 information prohibited from disclosure appears to encompass any and all information exchanged.¹

15 541. As a result of the facts described in the preceding paragraphs, there exists a controversy
16 of sufficient immediacy and reality to warrant the issuance of a declaratory judgment that the NDA
17 signed by Aubrey with Cross-Defendant Shekinah is unenforceable and not legally binding. On
18 information and belief, Cross-Defendants take the position that the NDA is enforceable.

19 542. Cross-Complainant Aubrey alleges that the NDA is a generic internet form, overbroad
20 and unenforceable as to scope, lacking in consideration, too vague as to time, and too vague as to
21 consequences, and is thus unenforceable.

22 543. Cross-Complainant is entitled to a declaratory judgment that the NDA is unenforceable
23 and not legally binding.

24
25
26
27
28 ¹ The NDA prohibits disclosure of the exact terms. Aubrey can provide the NDA under seal to the Court
if necessary. It presumably, is also available to Shekinah, as it executed the NDA too.

1 **PRAYER**

2 **WHEREFORE**, Cross-Complainants pray for judgment against the Cross-Defendants, and each
3 of them, as follows:

- 4 1. General and compensatory damages, including emotional distress damages, according to
5 proof on each cause of action for which such damages are available;
- 6 2. Special damages according to proof;
- 7 3. Equitable relief;
- 8 4. Declaratory relief;
- 9 5. Punitive and exemplary damages in an amount to be proved at trial;
- 10 6. Attorney's fees and costs
- 11 7. Prejudgment and post-judgment interest; and
- 12 8. Such other and further relief as the Court may deem just and proper.

13
14 Date: May 3, 2024

BROWN NERI SMITH & KHAN, LLP

15
16 By:  _____

17 Ethan J. Brown

18 *Attorneys for Cross-Complainants*

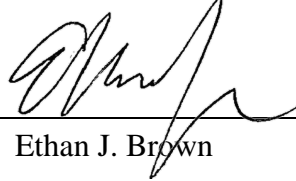
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1 **DEMAND FOR JURY TRIAL**

2 Cross-complainants demand a trial by jury of all issues such triable.

3
4 Date: May 3, 2024

BROWN NERI SMITH & KHAN, LLP

5
6 By:  _____

7 Ethan J. Brown

8 *Attorneys for Cross-Complainants*

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EXHIBIT A



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 12/19)

Date 02/16/2021, Atlantic 777, Inc. (Landlord) and Aditaim Lopez, David Gonzalez, Marilyn Gonzalez, Aubrey Fisher-Greene (Tenant) agree as follows (Agreement):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 10651 Hillrose Cir, Sunland, CA 91040-2607 (Premises).
B. The Premises are for the sole use as a personal residence by the following named person(s) only: Aubrey Fisher, Aditaim Lopez, David Gonzalez, Marilyn Gonzalez.
C. The following personal property, maintained pursuant to paragraph 11, is included: or (if checked) the personal property on the attached addendum is included.
D. The Premises may be subject to a local rent control ordinance.

2. TERM: The term begins on (date) March 1, 2021 (Commencement Date). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

(Check A or B):

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) February 28, 2023 at 9:00 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by any rent increase cap or just cause eviction control under any state or local law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$5,000.00 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or day) of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
D. PAYMENT: (1) Rent shall be paid by personal check, money order, cashier's check, made payable to wire/electronic transfer, or other.
(2) Rent shall be delivered to (name) Atlantic 777, Inc. (whose phone number is) (213)612-0000 at (address) 643 S. Olive St. #1000 Los Angeles, Ca 90014, (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of and on the following days).
(3) If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$10,000.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (Dg) (MG) (AF) (AL)

Landlord's Initials (FL)



Premises: **10651 Hillrose Cir, Sunland, CA 91040-2607**

Date: **02/16/2021**

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by personal check, money order, or cashier's check, wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>03/01/2021</u> to <u>03/31/2021</u> (date)	\$5,000.00		\$5,000.00	02/25/2021	Atlantic 777, Inc
*Security Deposit	\$10,000.00		\$10,000.00	02/25/2021	Atlantic 777, Inc
Other					
Other					
Total	\$15,000.00		\$15,000.00		

*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____% of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

A. Parking is permitted as follows: Garage, driveway, and street parking where allowed.

The right to parking is is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

B. Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**

A. Storage is permitted as follows: All storage space provided in the property.
The right to separate storage space is, is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: Garden / lawn maintenance, except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. **Gas Meter:** The Premises does not have a separate gas meter.

C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) within 3 days after execution of this Agreement; prior to the Commencement Date; within 3 days after the Commencement Date.
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials [Dg] [Mc] [AF] [al]

Landlord's Initials [FL] []

LR REVISED 12/19 (PAGE 2 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 2 OF 8)



Premises: 10651 Hillrose Cir, Sunland, CA 91040-2607

Date: 02/16/2021

D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.

E. Other: Walkthrough inspection with tenant prior to move-in.

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. Landlord Tenant shall water the garden, landscaping, trees and shrubs, except: _____

C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____

D. Landlord Tenant shall maintain _____

E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. Smoking of the following substances only is allowed: _____

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____

2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord, shall have the right to deduct such amounts from the security deposit.

Tenant's Initials (Dg) (MG) (AF) (AL)

Landlord's Initials (FL) ()



Premises: 10651 Hillrose Cir, Sunland, CA 91040-2607

Date: 02/16/2021

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date, or _____):

4 key(s) to Premises, 2 remote control device(s) for garage door/gate opener(s),
 key(s) to mailbox, _____,
 key(s) to common area(s), _____.

B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING: A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

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

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement

Tenant's Initials (Dg) (MG) (AF) (AL) Landlord's Initials (FL) (_____)

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 8)



Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or _____) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

or (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys and any opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 25C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established by paragraph 25, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.

27. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.

28. DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

29. INSURANCE: A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance. C. Tenant shall obtain liability insurance, in an amount not less than \$ _____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.

30. WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises Portable Dishwasher Portable Washing Machine.

31. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Atlantic 777, Inc.
643 S. Olive St. #1000 Los Angeles, Ca 90014
(213)612-0000
Hours of Operation Monday-Friday 10:00 am to 4:00 pm.

Tenant: _____

Tenant's Initials (Dg) (MG) (AF) (AL)

Landlord's Initials (FL) ()



Premises: **10651 Hillrose Cir, Sunland, CA 91040-2607**Date: **02/16/2021**

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ _____), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

A. LEAD-BASED PAINT (If checked): Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):

1. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

2. Premises is a house. Tenant is responsible for periodic pest control treatment.

C. METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. MEGAN'S LAW DATABASE DISCLOSURE: 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. 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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental hazards booklet.

G. MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

39. SERVICEMEMBERS CIVIL RELIEF ACT: Notwithstanding anything to the contrary in paragraphs 2, 4, 26 or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in Sections 3951 and 3955 of the Act.

40. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement

Tenant's Initials **(Dg)** **(MG)** **(AF)** **(al)**

Landlord's Initials **(FL)** ()



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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)

Premises: 10651 Hillrose Cir, Sunland, CA 91040-2607

Date: 02/16/2021

with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are confirmed for this transaction:

Landlord's Brokerage Firm BERKSHIRE HATHAWAY Crest R.E. License Number 01190835

Is the broker of (check one): the Landlord; or both the Tenant and Landlord. (Dual Agent).

Landlord's Agent Adrieh Betcherl License Number 01247696

Is (check one): the Landlord's Agent. (salesperson or broker associate) both the Tenant's and Landlord's Agent. (Dual Agent)

Tenant's Brokerage Firm Shinn Real Estate Group License Number 01869347

Is the broker of (check one): the Tenant; or both the Tenant and Landlord. (Dual Agent)

Tenant's Agent Shirley Kim License Number 01520279

Is (check one): the Tenant's Agent. (salesperson or broker associate) both the Tenant's and Landlord's Agent. (Dual Agent)

B. DISCLOSURE: (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

42. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID)

Bed Bug Disclosure (C.A.R. Form BBD); Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

Other: Addendum #1

47. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 50 or 51 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

48. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):

Listing firm in box below Leasing firm in box below Property Management firm immediately below

Real Estate Broker (Property Manager) _____ DRE Lic # _____

By (Agent) _____ DRE Lic # _____

Address _____ Telephone # _____

Tenant's Initials (DG) (MG) (AF) (AL)

Landlord's Initials (FL) ()

Premises: **10651 Hillrose Cir, Sunland, CA 91040-2607**

Date: **02/16/2021**

50. Tenant agrees to rent the Premises on the above terms and conditions.

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant David Gonzalez Aubrey Fisher Date _____
 Print Name David Gonzalez Aubrey Fisher
 Address _____ City _____ State _____ Zip _____
 Telephone (714) 273-4923 Fax _____ E-mail _____

Tenant Marilyn Gonzalez Aditaim Lopez Date _____
 Print Name Marilyn Gonzalez Aditaim Lopez
 Address _____ City _____ State _____ Zip _____
 Telephone (714) 408-8814 Fax _____ E-mail _____

Additional Signature Addendum attached (C.A.R. Form ASA)

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____ Date _____
 Guarantor _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ E-mail _____

51. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord [Signature] Date 2/19/21 Landlord _____ Date _____
Atlantic 777, Inc.
 Address 643 S. Olive Street #1000, Los Angeles, CA 90014
 Telephone (213) 612-0000 Fax _____ E-mail _____

REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 41.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) Shinn Real Estate Group DRE Lic. # 01869347
 By (Agent) Shirley Kim Shirley Kim DRE Lic. # 01520279 Date _____
 Address 191 E. City Place Dr. City Santa Ana State CA Zip 92705
 Telephone (877) 333-7557 Fax (877) 252-3887 E-mail shirley@shinnreg.com

Real Estate Broker (Listing Firm) BERKSHIRE HATHAWAY Crest R.E. DRE Lic. # 01190835
 By (Agent) Adrineh Betcheri DRE Lic. # 01247696 Date _____
 Address 8307 Foothill Blvd City Sunland State CA Zip 91040
 Telephone (818) 951-1851 Fax (818) 951-1859 E-mail AdrinehBetcheri@gmail.com

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BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated February 16, 2021, on property known as 10651 Hillrose Cir, Sunland, CA 91040-2607

in which David Gonzalez, Marilyn Gonzalez is referred to as ("Tenant")
and Atlantic 777, Inc. is referred to as ("Landlord").

INFORMATION ABOUT BED BUGS:

1. 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.
2. 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.
3. Bed bugs can survive for months without feeding.
4. 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.
5. 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.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date	_____	Date	_____
Tenant	<u>David Gonzalez</u> 2/16/2021 3:36:06 PM PST	Landlord	<u>Aubrey Fisher</u> 2/16/2021 4:15:37 PM PST
Tenant	<u>Marilyn Gonzalez</u> 2/16/2021 4:13:39 PM PST	Landlord	<u>Aditaim Lopez</u> 2/16/2021 4:20:47 PM PST

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BBD REVISED 12/18 (PAGE 1 OF 1)

BED BUG DISCLOSURE (BBD PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

TENANT FLOOD HAZARD DISCLOSURE (C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), [] Residential Lease After Sale, [] Other _____, dated _____, on property known as _____ 10651 Hillrose Cir, Sunland, CA 91040-2607 _____, in which _____ David Gonzalez, Marilyn Gonzalez _____ is referred to as ("Tenant") and _____ Atlantic 777, Inc. _____ is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

[] The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____
Tenant David Gonzalez 2/16/2021 3:56:07 PM PST
Tenant Marilyn Gonzalez 2/16/2021 4:13:40 PM PST
Aubrey Fisher 2/16/2021 4:15:38 PM PST
Aditain Lopez 2/16/2021 4:20:48 PM PST

Date _____
Landlord [Signature]
Landlord Atlantic 777, Inc.

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TFHD REVISED 12/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)





RENT CAP AND JUST CAUSE ADDENDUM

(C.A.R. Form RCJC, 12/20)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated _____ on property known as 10651 Hillrose Cir, Sunland, CA 91040-2607 in which David Gonzalez, Marilyn Gonzalez is referred to as "Tenant" and Atlantic 777, Inc. is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs tenant of the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. **Single Family Residential** property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

Notice of Exemption: This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

III. ADDITIONAL EXEMPTIONS ONLY APPLICABLE TO JUST CAUSE EVICTIONS*:

1. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the residential real property.
2. Single-family Owner-occupied residences, including a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

IV. RENT CAP REQUIREMENTS

1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an Owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same Tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no Tenant from the prior tenancy remains, the Owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

V. JUST CAUSE REASONS FOR TERMINATION OF TENANCY

1. "At-Fault" Reasons:

- A. Default in payment of rent.

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RCJC 12/20 (PAGE 1 OF 2)



RENT CAP AND JUST CAUSE ADDENDUM (RCJC PAGE 1 OF 2)

- B. Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
- C. Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
- D. Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
- E. The Tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the Owner, the Tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
- F. Criminal activity by the Tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any Owner or agent of the Owner of the premises.
- G. Assigning or subletting the premises in violation of the Tenant's lease.
- H. The Tenant's refusal to allow the Owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.
- I. Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- J. When the Tenant fails to deliver possession of the residential real property after providing the Owner written notice of Tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

2. "No-fault" Reasons:



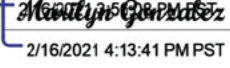
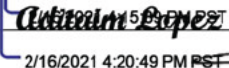
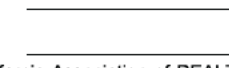
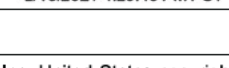
- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

3. Just Cause Notices:

- A. Curable "At-Fault" Reasons: Before the Owner can terminate the tenancy for an At-Fault Just Cause violation that is curable, the Owner must first provide notice to cure giving the Tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).
- B. Tenant Payments Pursuant to "No-Fault" Eviction: (1) If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the Tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice. (2) In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state the amount of rent waived and that no rent is due for the final month of tenancy.

NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.

The undersigned acknowledge a copy of this document and agree that the terms specified in Sections I, II(3), if checked, and V(3) are made a part of the lease or rental agreement specified above.

Tenant			<u>David Gonzalez</u>	Date _____
Tenant			<u>Marilyn Gonzalez</u>	Date _____
Landlord			<u>Atlantic 777, Inc.</u>	Date _____
Landlord				Date _____

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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant	<u>David Gonzalez</u>	<u>Aubrey Fisher</u>	<u>David Gonzalez</u> Date
Buyer/Tenant	<u>Marilyn Gonzalez</u>	<u>Arditain Lopez</u>	<u>Marilyn Gonzalez</u> Date
Seller/Landlord	<u>Atlantic 777, Inc.</u>		Date

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CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [] Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other

dated February 15, 2021, on property known as 10651 Hillrose Cir Sunland, CA 91040-2607

in which is referred to as ("Buyer/Tenant") and Atlantic 777, Inc. is referred to as ("Seller/Landlord").

Late charge: will be assessed at the rate of 6% of the monthly rent plus \$7.00 per each day that the rent is late starting from the first day that it is due.

A fee of \$50 will be incurred each time the Landlord is required to serve a 3-day Notice to Pay The Rent due to the Tenant's failure to pay rent timely.

Plumbing: Unclogging of clogged drains is responsibility of the Tenants unless it is a main line.

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$150 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date

Buyer/Tenant David Gonzalez

2/16/2021 3:56:11 PM PST

Buyer/Tenant Marilyn Gonzalez

2/16/2021 4:13:45 PM PST

Aubrey Fisher

2/16/2021 4:15:42 PM PST

Aditaim Lopez

2/16/2021 4:20:52 PM PST

Date

Seller/Landlord

Atlantic 777, Inc.

Seller/Landlord

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



EXHIBIT B

CASE SCREENING FACTOR(S) <input type="checkbox"/> SUSPECT/VEHICLE NOT SEEN <input type="checkbox"/> PRINTS OR OTHER EVIDENCE NOT PRESENT <input type="checkbox"/> MO NOT DISTINCT <input checked="" type="checkbox"/> PROPERTY LOSS LESS THAN \$5,000 <input checked="" type="checkbox"/> NO SERIOUS INJURY TO VICTIM <input checked="" type="checkbox"/> ONLY ONE VICTIM INVOLVED		REPORT OF SEXUAL BATTERY		INVEST DIV N.H.L.D.	INC # 220425000PTSD	DR #	
VICTIM LAST NAME, FIRST, MIDDLE (OR NAME OF BUSINESS) DOUGLAS KYLIE TOWNAN		SEX F	DESC W	HT 506	WT 140	AGE 24	DOB 10/22/97
ADDRESS [REDACTED]		ZIP [REDACTED]	PHONE [REDACTED]		E-MAIL ADDRESS DANIEL.K.GOOD@gmail.com		CELL PHONE [REDACTED]
PREMISES (SPECIFIC TYPE) ATM		DR. LIC. NO. (IF NONE, OTHER ID & NO.) [REDACTED]		FOREIGN LANGUAGE SPOKEN [REDACTED]		OCCUPATION [REDACTED]	
ENTRY 4598/FV POINT OF ENTRY <input type="checkbox"/> FRONT <input type="checkbox"/> REAR <input type="checkbox"/> SIDE <input type="checkbox"/> ROOF <input type="checkbox"/> FLOOR <input type="checkbox"/> OTHER		POINT OF EXIT [REDACTED]		LOCATION OF OCCURRENCE 9300 W. ... [REDACTED]		SAME AS VS <input type="checkbox"/> RES <input type="checkbox"/> BUS	
METHOD [REDACTED]		DATE & TIME OF OCCURRENCE LATE NOV 2011 APPROX 1938		DATE & TIME REPORTED TO PD 09/20/12 APPROX 1000		PRINTS BY PREL INV ATTEMPT OBTAINED <input type="checkbox"/> Y <input type="checkbox"/> N	
INSTRUMENT/TOOL USED [REDACTED]		TYPE PROPERTY STOLEN/LOST/DAMAGED [REDACTED]		\$	\$	\$	EST. DAMAGED ARSON / VAND.
VICT'S VEH. (IF INVOLVED) YEAR, MAKE, TYPE, COLOR, LIC NO		NOTIFICATION(S) (PERSON & DIVISION)		CONNECTED REPORT(S) (TYPE & DR #)			
MO IF LONG FORM LIST UNIQUE ACTIONS IF SHORT FORM DESCRIBE SUSPECT'S ACTIONS IN BRIEF PHRASES, INCLUDING WEAPON USED DO NOT REPEAT ABOVE INFO BUT CLARIFY REPORT AS NECESSARY. IF ANY OF THE MISSING ITEMS ARE POTENTIALLY IDENTIFIABLE, ITEMIZE AND DESCRIBE ALL ITEMS MISSING IN THIS INCIDENT IN THE NARRATIVE. SUSP APPROACHED VICT FROM BEHIND AND GRABBED VICT FROM THE HIPS, AND COMPLETED MOVING THINGS IN A SEXUAL MANNER.							
TRANSIT-RELATED INCIDENT <input type="checkbox"/>		MANDATORY MARYS'S RIGHTS CARD PROVIDED TO THE VICTIM <input checked="" type="checkbox"/>		MOTIVATED BY HATRED/PREJUDICE <input type="checkbox"/>		DOMESTIC VIOLENCE <input type="checkbox"/>	
REPORTING EMPLOYEE(S) INITIALS, LAST NAME D. SANCHEZ		SERIAL NO 45002	DIV./DETAIL N.H.L.D.	PERSON REPORTING KYLIE J. [REDACTED]		SIGNATURE [REDACTED]	
NOTE: IF SHORT FORM AND VICTIM/PR ARE NOT THE SAME, ENTER PR INFORMATION IN INVOLVED PERSONS SECTION							

THIS REPORT DOES NOT CONSTITUTE VALID IDENTIFICATION

KEEP THIS REPORT FOR REFERENCE. INSTRUCCIONES EN ESPAÑOL AL REVERSO.

Your case will be assigned to a detective for follow-up investigation based upon specific facts obtained during the initial investigation. Studies have shown that the presence of these facts can predict whether a detailed follow-up investigation would likely result in the arrest and prosecution of the suspect(s) or the recovery of property in a manner that is cost-effective to you, the taxpayer. Significant decreases in personnel have made it impossible for detectives to personally discuss each and every case with all crime victims. A detective will not routinely contact you, unless the detective requires additional information.

TO REPORT ADDITIONAL INFORMATION: If you have specific facts to provide which might assist in the investigation of your case, please contact the detective Monday through Friday, between 8:00 A.M. and 9:30 A.M., or between 2:30 P.M. and 4:00 P.M. at telephone number _____. If the detective is not available when you call, please leave a message and include the telephone number where you can be reached.

COPY OF REPORT: If you wish to purchase a copy of the complete report, phone (213) 486-8130 to obtain the purchase price. Send a check or money order payable to the Los Angeles Police Department to Records and Identification Division, Box 30158, Los Angeles, CA 90030. Include a copy of this report or the following information with your request: 1) Name and address of victims; 2) Type of report and DR number (if listed above); 3) Date and location of occurrence. NOTE: Requests not accompanied by proper payment will not be processed.

DR NUMBER: If not entered on this form, the DR number may be obtained by writing to Records and Identification Division and giving the information needed to obtain a copy of the report (see above paragraph). Specify that you only want the DR number. It will be forwarded without delay. There is no charge for this service.

CREDIT CARDS/CHECKS: Immediately notify concerned credit corporation or banks to avoid possibility of being liable for someone else using your stolen or lost credit card or check.

HOW YOU CAN HELP THE INVESTIGATION OF YOUR CASE:

- * Keep this memo for reference.
- * If stolen items have serial numbers not available at time of report, attempt to locate them and phone them to the detective at the listed number.
- * If you discover additional losses, complete and mail in the Supplemental Property Loss form given to you by the reporting employee.
- * Promptly report recovery of property.
- * Promptly report additional information such as a neighbor informing you of suspicious activity at time crime occurred.

VICTIM ASSISTANCE PROGRAM: The Los Angeles City Attorney's Victim Assistance Program and Los Angeles District Attorney's Office Bureau of Victim Services can help determine if you qualify for victim compensation. If you are a victim of a qualifying crime, they will assist with filing your claim application. If you are a victim or a witness to a crime and will be going to court, they will explain the court procedures to you. To find the program location nearest you, call the Los Angeles City Attorney's Victim Assistance Program at (213) 978-4537, or the Los Angeles County District Attorney's Office, Bureau of Victim Services, at (800) 380-3811.

CALIFORNIA VICTIM COMPENSATION BOARD: Refer to paragraph at bottom of reverse side.



EXHIBIT C

RCP Financial, Inc
 191 E. City Place Dr.
 Santa Ana, CA 92705
 (714) 884-4663

Elisha P. Leigh

Orange, CA 92867

Employee Elisha P. Leigh SSN XXX-XX-XXXX Check Number 1349 Check Date 8/31/2017					W/H Status Federal: 3-Single State: CA: 3-Single or Married (2 incomes)			Employer RCP Financial, Inc 191 E. City Place Dr. Santa Ana, CA 92705 (714) 884-4663		
Period Begin	8/1/2017	Period End	8/31/2017	Hire Date	09/01/2015					
Earnings					Taxes, Deductions, and Adjustments					
Description	Rate	Hours	Current	Year to Date	Description	Current	Year to Date			
Salary			4160.00	24980.00	Fed Inc Tax	404.52	1991.16			
					Soc Sec Tax	257.92	1548.76			
					Medicare Tax	60.32	362.21			
					State Inc Tax	131.79	506.12			
					CA SDI	37.44	224.82			
TOTAL GROSS PAY			4160.00	24980.00	TOTAL DEDUCTIONS		891.99	4633.07		
					NET PAY		3268.01	20346.93		

Employee Elisha P. Leigh SSN XXX-XX-XXXX Check Number 1349 Check Date 8/31/2017					W/H Status Federal: 3-Single State: CA: 3-Single or Married (2 incomes)			Employer RCP Financial, Inc 191 E. City Place Dr. Santa Ana, CA 92705 (714) 884-4663		
Period Begin	8/1/2017	Period End	8/31/2017	Hire Date	09/01/2015					
Earnings					Taxes, Deductions, and Adjustments					
Description	Rate	Hours	Current	Year to Date	Description	Current	Year to Date			
Salary			4160.00	24980.00	Fed Inc Tax	404.52	1991.16			
					Soc Sec Tax	257.92	1548.76			
					Medicare Tax	60.32	362.21			
					State Inc Tax	131.79	506.12			
					CA SDI	37.44	224.82			
TOTAL GROSS PAY			4160.00	24980.00	TOTAL DEDUCTIONS		891.99	4633.07		
					NET PAY		3268.01	20346.93		

RCP Financial, Inc
 191 E. City Place Dr.
 Santa Ana, CA 92705
 (714) 884-4663

Elisha P. Leigh

Tujunga, CA 91042

Employee Elisha P. Leigh SSN XXX-XX-XXXX Check Number 1612 Check Date 5/17/2022					W/H Status 2019 Federal: 3-Single State: CA: 3-Single or Married (2 incomes)			Employer RCP Financial, Inc 191 E. City Place Dr. Santa Ana, CA 92705 (714) 884-4663	
Period Begin 5/1/2022		Period End 5/31/2022		Hire Date 09/01/2015					
Earnings					Taxes, Deductions, and Adjustments				
Description	Rate	Hours	Current	Year to Date	Description	Current	Year to Date		
Salary			3640.00	18200.00	Fed Inc Tax	251.72	1258.60		
					Soc Sec Tax	225.68	1128.40		
					Medicare Tax	52.78	263.90		
					State Inc Tax	72.55	362.75		
					CA SDI	40.04	200.20		
TOTAL GROSS PAY			3640.00	18200.00	TOTAL DEDUCTIONS		642.77	3213.85	
						NET PAY	2997.23	14986.15	

Employee Elisha P. Leigh SSN XXX-XX-XXXX Check Number 1612 Check Date 5/17/2022					W/H Status 2019 Federal: 3-Single State: CA: 3-Single or Married (2 incomes)			Employer RCP Financial, Inc 191 E. City Place Dr. Santa Ana, CA 92705 (714) 884-4663	
Period Begin 5/1/2022		Period End 5/31/2022		Hire Date 09/01/2015					
Earnings					Taxes, Deductions, and Adjustments				
Description	Rate	Hours	Current	Year to Date	Description	Current	Year to Date		
Salary			3640.00	18200.00	Fed Inc Tax	251.72	1258.60		
					Soc Sec Tax	225.68	1128.40		
					Medicare Tax	52.78	263.90		
					State Inc Tax	72.55	362.75		
					CA SDI	40.04	200.20		
TOTAL GROSS PAY			3640.00	18200.00	TOTAL DEDUCTIONS		642.77	3213.85	
						NET PAY	2997.23	14986.15	

EXHIBIT D



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

August 28, 2023

Elisha Leigh

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202308-21755925
Right to Sue: Leigh / Shinn et al.

Dear Elisha Leigh:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective August 28, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 either. She again became an employee of Shinn and RCP in 2014. Robert Shinn was an
2 agent of RCP and Ms. Leigh's supervisor when she worked at RCP. From 2011-2012, Mr.
3 Shinn would come into RCP's office where Ms. Leigh was working, and force her to engage
4 in sexual acts with him as a condition of maintaining her employment. After Ms. Leigh
5 returned to work for RCP and Robert, the sexual harassment resumed again in the spring of
6 2020. Mr. Shinn would show up unannounced where Ms. Leigh was working, get naked on
7 her bed, and order her to have sex with him. This happened once a week until Ms. Leigh left
8 her job again in May 2022. It is believed that Mr. Shinn subjected Ms. Leigh to this unlawful
9 conduct because she was a woman. Ms. Leigh considered her work environment to be
10 hostile, intimidating, offensive, oppressive, or abuse but felt unable to leave. Young Bin Kim
11 knew of and assisted Robert Shinn in harassing Ms. Leigh by ensuring that no other
12 individuals were present at the property when Mr. Shinn forced Ms. Leigh to have sex with
13 him.
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1 VERIFICATION

2 I, **Kete Barnes**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On August 28, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Albany, New York**

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Date Filed: August 28, 2023

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am over 18 years of age and not a party to this action. I am employed in Los Angeles County,
4 California. My business address is 11601 Wilshire Blvd., Suite 2080, Los Angeles, CA 90025.

5 On the date below, I caused the following, **THIRD AMENDED CROSS-COMPLAINT**, to be
6 served by electronic transmission to the address below:

7 Daniel R. Gutenplan
8 dgutenplan@epglawyers.com
9 Neelou Mahrouyan
10 nmahrouyan@epglawyers.com
11 ENESTEIN PHAM & GLASS
12 3200 Bristol Street, Suite 500
13 Costa Mesa, California 92626

14 *Attorneys for Plaintiffs/Cross-Defendants*

15 Daniel S. Rubin
16 drubin@rubinlawpc.com
17 Rubin Law, P.C.
18 3731 Wilshire Blvd., Ste. 514
19 Los Angeles, CA 90010

20 *Attorneys for Defendant Kimberly Wujek*

21
22 **(VIA E-MAIL)** A copy of the document(s) was/were served via electronic transmission upon the
23 parties listed using their email addresses as shown in the service list.

24 I declare that I am employed in the office of a member of the Bar of, or permitted to practice
25 before, this Court at whose direction the service was made. I declare under penalty of perjury under the
26 laws of the State of California that the foregoing is true and correct.

27 Executed on May 8, 2024, at Albany, New York.

28 
Kete P. Barnes