LAW OFFICE OF CHAD D. MORGAN Chad D. Morgan, Esq. SBN 291282 P.O. Box 1989 PMB 342 2 40729 Village Drive #8 Big Bear Lake, CA 92315 Tel: (951) 667-1927 · Fax: (866) 495-9985 chad@chadmorgan.com Attorney for Plaintiffs, Big Star Enterprises, Inc. & Guido Campellone 8 SUPERIOR COURT OF THE STATE OF CALIFORNIA 9 FOR THE COUNTY OF ORANGE 10 11 30-2023-01369166-CU-CR-NJC 12 Case No .: Big Star Enterprises, Inc. and Assigned for all purposes: Judge Donald F. Gaffney Guido Campellone, 13 Complaint for Damages Plaintiffs, . Chad Morgan Esq 14 15 VS. 16 Jason Oh, 17 Myungshin Rachel Oh, Northwood II Community Association, 18 Dan Choe, and 19 DOES 1 through 20, inclusive, > Philip E Black Esq. Defendants. 20 21 22 23 24 25 26 27 28

PARTIES

- 1. Plaintiff **Big Star Enterprises**, **Inc.** (Big Star) is a corporation organized under the laws of Colorado and having its principal place of business in Newport Beach, California. Big Star has leased residential real property located at 55 Bombay, Irvine, CA 92620 (the Bombay Property).
- 2. Plaintiff **Guido Campellone** is an individual who resides at the Bombay Property with his family. Guido Campellone is Big Star's President and its sole shareholder.
- 3. Defendants Jason Oh and Myungshin Rachel Oh (together, the Ohs) are individuals and residents of Fairfax, Virginia. The Ohs own the Bombay Property in Irvine, California.
- 4. Defendant **Northwood II Community Association** (Northwood or the Association) is a nonprofit public benefit corporation organized under the laws of the State of California. Northwood is the home owners association for the community where the Bombay Property is located.
- 5. Defendant Dan Choe is an individual and resident of the City of Irvine, County of Orange. He is the Chairperson of Northwood's Board of Directors. At all times relevant to this complaint, Choe was acting both as an individual and as Northwood's agent.
- 6. The true names of Defendant DOES 1 through 20, inclusive, are unknown to Plaintiff, who therefore brings this action against DOES 1 through 20, inclusive, by such fictitious names and will seek leave of this Complaint to show their true names, identities, and capacities when they have been ascertained. These DOE Defendants include (but are not limited to) individual Northwood members, Northwood officers and board members, and other Northwood employees or agents.
- 7. Together, Northwood and Choe plus any other Northwood members, officers, directors, or agents who might be named as DOE Defendants are referred to as the Northwood Defendants.

JURISDICTION AND VENUE

- 8. The Orange County Superior Court is the proper venue because this action arises from and concerns the lease of real property located in Orange County.
- 9. The Orange County Superior Court is the proper venue because the conduct Plaintiffs complain of has occurred in the County of Orange and several defendants reside in the County of Orange.
- 10. Northwood is the home owners association for a community located wholly within Orange County.
- 11. The Ohs own real property in Orange County California and have leased that property to Big Star. They have sufficient minimum contacts with the State of California to subject them this Court's jurisdiction.
 - 12. The relief sought is within the jurisdiction of this Court.

FACTS COMMON TO ALL CAUSES OF ACTION

- 13. On August 9, 2015, Big Star entered into a written lease agreement with the Ohs to lease the Bombay Property. The lease was for the benefit of Big Star's owner, Guido Campellone and his family (the Campellones).
- 14. On June 11, 2021, Big Star and the Ohs entered into an "Extension of Lease" through June 30, 2022. On June 8, 2022, they entered into another "Extension of Lease" through June 30, 2023. Prior to June 30, 2023, the Ohs promised—by words and conduct—to extend the lease for another term.
- 15. For reasons described below, the Ohs breached their promise—the parties' agreement—to continue leasing the Bombay Property to Big Star even though they do not intend on selling or occupying the property. Rather than continuing to rent the Bombay Property to Big Star—as previously promised—the Ohs are evicting Big Star and the Campellones so they can rent the property to someone else.
- 16. The Ohs refusal to continue renting to Big Star is the result of an orchestrated campaign of harassment and discrimination by Northwood and its members, officers, and directors—the

Northwood Defendants—who seek to expel the Campellones from the community on the basis of their race.

- 17. One such example is a "Friendly Reminder" that Northwood sent to the Ohs on March 22, 2023 alleging that the Campellones' "pet" was in violation of Northwood's leash rule. This prompted a response from Jason Oh to Guido Campellone: "I did not know that you have a pet. [¶] Per our lease agreement, we agreed not to have a pet. Any way [sic], please follow the community rules." First, Campellone does not have a pet. He has a service animal that is protected by the Americans with Disabilities Act and state law. Second, Campellone's service dog was not off leash, as alleged. Northwood fabricated this allegation with the intent to drive a wedge between the Ohs and Campellones. Third, many Northwood members allow their untrained pets to run off leash. Northwood ignores those violations and has arbitrarily attempted to enforce its rules against the Campellones on the basis of the Campellones' race in order to drive them from the community.
 - 18. Other examples of Northwood's harassment and intimidation include:
 - a. Northwood's towing of Campellone's vehicle, which was parked in front of his home. Northwood wrongfully alleged that the car was parked illegally and wrongfully asserted its right to tow the vehicle. Rather than towing Campellone's vehicle for a lawful purpose, Northwood towed Campellone's vehicle as a means to harass and discriminate against the him and his family. To the extent Northwood might have had the right to tow Campellone's vehicle, it lost its right to enforce whatever rule he violated (if he violated a rule) because it did not enforce that rule against other residents who regularly park their cars in front of their homes. If Northwood acted within its rules, it arbitrarily applied that rule to Campellone on the basis of his race to harass and discriminate against him while ignoring the same rule as it might be applied to residents who share Choe's race—the race favored by Northwood, its members, and its board.

b.	Northwood's demand to inspect the interior of the Campellone's home-made	
	without authority or justification—was a mechanism by which Northwood	
	attempted to intimidate and discriminate against the Campellone family. While	
	the Ohs generally have a right to inspect their property, their assertion of that	
	right in response to Northwood's demands was an act that aided and abetted	
	Northwood's harassment and discrimination because the Ohs asserted that right	
	at Northwood's behest rather than for any independent reason related to their	
	oversight of the property.	

- 19. Other instances of harassment and/or discrimination are described in the causes of action below.
- 20. The Ohs eventually admitted that Northwood's interference was the basis for their decision to terminate the lease. On April 30, 2023, Jason Oh wrote to Guido Campellone:

Guido,

Hope you are doing well.

Upon much reflection, I have decided not to renew the lease this time.

After going through a lot of things with HOA and the Property Management past one year [sic], I think it is best for both of us.

So, I have asked my realtor to prepare a lease termination notice letter and I am emailing it to you in the attachment.

Please review it.

Thank you,

Tason

21. The "a lot of things with HOA and the Property Management" that Oh referred to is Northwood's systematic harassment of Guido Campellone and his family. Jason Oh's reference to "the Property Management"—even though he capitalized the words as if it was a proper noun—is a reference to how difficult Northwood had made it to manage the property rather than a reference to any sort of dispute between the Campellones' and Oh's property manager because the Ohs did not appoint a property manager until June 14, 2023, nearly two months later.

22. All of the conduct described in each cause of action below, as attributed to each of the Defendants, was done with sufficient malice and oppression as to warrant punitive damage for each cause of action. That malice and oppression is the Defendants' discriminatory intent to deny Plaintiffs' access to housing on the basis of race and/or disability.

CAUSES OF ACTION

- I. FIRST CAUSE OF ACTION: Violation of the California Fair Employment and Housing Act (FEHA) by all Plaintiffs and against all Defendants
- 23. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22, above, as if fully set forth herein.
 - 24. Under section 12955 of the Government Code it is unlawful
 - a. "[f]or the owner of any housing accommodation to discriminate against or harass any person because of the race, color, ... [or] disability ... of that person." (Gov. Code § 12955(a).)
 - b. "[f]or any person ... to discriminate against any person on the basis of ... color, race, ... [or] disability" (Gov. Code § 12955(c).)
 - c. "[f]or any person to aid, abet, incite, compel, or coerce the doing of any of the acts or practices declared unlawful in this section, or to attempt to do so." (Gov. Code § 12955(g).)
- 25. Individuals among Northwood's membership (DOE Defendants) discriminated against Campellone on the basis of his race and color. They also discriminated against him on the basis of his disability.
- 26. Individuals on Northwood's Board—Dan Choe and DOE Defendants—also discriminated against Guido Campellone both on their own behalf and on behalf of other Northwood members and Northwood itself. By discriminating against Guido Campellone on behalf of Northwood and other Northwood members, Choe and other board members aided and abetted that discrimination.

- 27. Northwood is liable for discrimination by Choe and other Northwood board members because those individuals were acting on Northwood's behalf and carrying out its official position because, *inter alia*, those the individuals were Northwood's policy makers and established that course of conduct as Northwood's official position. Furthermore, Northwood was or should have been aware of discrimination its members and board members directed to Campellone and did nothing to prevent that discrimination.
- 28. The discrimination by the Northwood Defendants was intended to (1) drive the Campellone family from their home or (2) induce the Ohs to cease renting the Bombay Property to the Campellones if they would not leave on their own.
- 29. Part of the discrimination by the Northwood Defendants has been harassment that has created a hostile environment that was so severe that it has interfered with Campellone's enjoyment of the Bombay Property. The Northwood Defendants have engaged in stalking on Northwood's behalf by stopping in front of the Campellones' home and trying to peer inside; aggressively staring at the Campellones (in a way that is not done to other residents) as they move throughout the community in an effort to intimidate them and make them feel unwelcome; making false accusations that the Campellone's have violated Association rules in an intimidating manner and threatening to have them evicted from their home; threatening to make reports to law enforcement based on false accusations of Association rule violations; blocking their driveway while they were attempting to enter or exit the property in manner that forced the Campellones to choose between receiving Defendants' discrimination or altering their arrival or departure plans; spreading rumors and making false statements to others in the community with the intent of increasing community animosity against the Campellones in furtherance of Defendants' effort to force them from the community; the use of RFID date to monitor the Campellones ingress into and egress from the community for the purpose of harassing and intimidating them; demands to inspect the interior of the Campellone's home and other forms of harassment.
- 30. While the discrimination described above did not induce the Campellones to voluntarily move, it did induce the Ohs' to breach their promise to renew Big Star's lease and is otherwise

the reason why the Ohs' instigated eviction proceedings against Big Star and the Campellones.

This is both an independent of act of discrimination by the Ohs against the Campellones and also an act by the Ohs to aid and abet discrimination by the Northwood Defendants.

- 31. The effect of this course of conduct was to make the Bombay Property—the Campellones' residence for nearly 10 years—unavailable to them. Rather than evicting the Campellones for a lawful purpose, the Ohs are evicting them so that they can rent the property to someone who shares their race and who does not have a disability that requires the use of a service animal.
- 32. Plaintiffs have suffered and continue to suffer harm as a result of Defendants' conduct. In addition to general damages and emotional distress, they have been forced to incur attorneys fees to defend against Defendants' unlawful eviction. If that eviction is successful, they will be forced to incur moving costs and other expenses associated with their move from the Bombay Property. The pattern of willful and purposeful conduct—harassment—is in conscious disregard of Plaintiffs' rights and is without just cause or excuse. It is a basis for punitive damages.
- II. SECOND CAUSE OF ACTION: Violation of the Federal Fair Housing Act (FHA) by all Plaintiffs against all Defendants
- 33. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22, above, as if fully set forth herein.
- 34. California's Fair Employment and Housing Act is generally modeled on the federal Fair Housing Act (FHA) (42 U.S.C. § 3601 et seq.), which is an additional basis for relief.
 - 35. Under the FHA, the following acts are unlawful:
 - a. To "make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin." (42 U.S.C. § 3604(a).)
 - b. "To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin." (42 U.S.C. § 3604(b).)

- c. "To represent to any person because of race, color, religion, sex, handicap, familial status, or national origin that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available." (42 U.S.C. § 3604(d).)
- d. To discriminate in the rental of a dwelling on the basis of the renter's disability or the disability of anyone residing in the dwelling. (42 U.S.C. § 3604(f).)
- 36. Plaintiffs reallege and incorporate by reference paragraphs 25 through 32, above, as if fully set forth herein.
- III. THIRD CAUSE OF ACTION: Intentional Interference with Contractual Relations by all Plaintiffs against the Northwood Defendants.
- 37. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22, above, as if fully set forth herein.
- 38. There is a valid contract between Big Star and the Ohs. These parties knew and understood that the contract was intended for the benefit of the Campellone family.
- 39. The Northwood Defendants knew of the contract between the Campellone/Big Star and the Ohs.
- 40. The Northwood Defendants' intentional acts were intended to induce the Ohs to breach their agreement with the Campellones and remove them from property.
- 41. But for the Northwood Defendants' interference, the Ohs would have renewed Big Star's lease for another year and the Campellones would not have been evicted from their home.
- 42. Plaintiffs have incurred general and special damages as a result of the Northwood Defendants' interference in their relationship with the Ohs.
- 43. Plaintiffs reallege and incorporate by reference paragraphs 25 through 32, above, as if fully set forth herein.
- IV. FOURTH CAUSE OF ACTION: Promissory Estoppel by all Plaintiffs against the Ohs
- 44. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22, above, as if fully set forth herein.

- 45. Jason Oh, on behalf of himself and Myungshin Rachel Oh, made a clear and unambiguous promise to Guido Campellone, individually and on Big Star's behalf, to extend the lease for another year.
- 46. Big Star and Campellone reasonably relied upon that promise and made future plans about the residence for the coming year based on that promise.
- 47. The Ohs breach of that promise has caused Big Star and Campellone harm. That harm includes the economic costs associated with leaving their residence of nearly 10 years plus the emotional toll the unlawful eviction and impending move have taken upon them.
- 48. Enforcement of the Ohs' promise is necessary to avoid the injustice Plaintiffs have suffered.
- V. FIFTH CAUSE OF ACTION: Civil Stalking (Civ. Code § 1708.7) by Campellone against the Northwood Defendants.
- 49. Plaintiffs reallege and incorporate by reference paragraphs 1 through 22, above, as if fully set forth herein.
- 50. For the past several years, Defendant Dan Choe, along with presently unidentified DOE Defendants, acting on Northwood's behalf, has engaged in a course of conduct that is consistent with the definition of civil stalking set forth in Civil Code section 1708.7.
- 51. Choe's actions and the action of other Northwood directors and members was on Northwood's behalf.
- 52. Plaintiffs reallege and incorporate by reference paragraphs 29 through 31, above, as if fully set forth herein.
- 53. The Northwood Defendants' knowing and willful conduct was intended to seriously alarm, annoy, torment, or terrorize Guido Campellone. This conduct was intended to drive the Campellones' from their home—an unlawful purpose.
- 54. Defendants' conduct was the type of conduct that would cause a reasonable person to suffer substantial emotional distress.

55. Defendants' conduct actually caused Campellone to suffer substantial emotional distress.

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1. Check one box below for the case type that	t best describes this case:		
Auto Tort	Contract	Provisionally Complex Civil Litigation	
Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400–3.403)	
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)	
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)	
Damage/Wrongful Death) Tort	Insurance coverage (18)	Mass tort (40)	
Asbestos (04)	Other contract (37)	Securities litigation (28)	
Product liability (24)		Environmental/Toxic tort (30)	
Medical malpractice (45)	Real Property	Insurance coverage claims arising from the	
Other PI/PD/WD (23)	Eminent domain/Inverse condemnation (14)	above listed provisionally complex case	
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Non-PI/PD/WD (Other) Tort		Enforcement of Judgment	
Business tort/unfair business practice (07)		Enforcement of judgment (20)	
Civil rights (08)		Miscellaneous Civil Complaint	
Defamation (13)	Commercial (31)	RICO (27)	
Fraud (16)	Residential (32)	Other complaint (not specified above) (42)	
Intellectual property (19)	Drugs (38)	Miscellaneous Civil Petition	
Professional negligence (25)	Judicial Review		
Other non-PI/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)	
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Wrongful termination (36)	Other judicial review (39)		
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(NOTICE		
 Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. 			
File this cover sheet in addition to any cover	r sheet required by local court rule.		
If this case is complex under rule 3.400 et s		nust serve a copy of this cover sheet on all	
other parties to the action or proceeding.	The state of the s		
Unless this is a collections case under rule	3.740 or a complex case, this cover sheet	will be used for statistical purposes only. Page 1 of 2	