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7 Attorneys for Plaintiff JINPING WAN,
8 individually and as trustee of the JW Trust

Assigned for All Purposes
Judge Kimberly A. Knill

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

12 JINPING WAN, individually and as trustee of
13 the JW Trust,

Case No.: 30-2023-01324853-CU-BC-CJC
Assigned to:
Dept.:

14 Plaintiff,

COMPLAINT FOR:

15 v.

1. VIOLATION OF CALIFORNIA CIVIL CODE §4740 et seq.
2. BREACH OF QUIET ENJOYMENT/NUISANCE
3. BREACH OF CONTRACT/CC&Rs
4. BREACH OF FIDUCIARY DUTY
5. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS
6. HARASSMENT
7. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
8. DECLARATORY RELIEF

16 NORTHWOOD II COMMUNITY
17 ASSOCIATION, a California nonprofit mutual
18 benefit corporation; DAN CHOE, an individual;
19 and DOES 1 through 50, inclusive,

20 Defendants.

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23 **GENERAL ALLEGATIONS**

24 1. Defendant NORTHWOOD II COMMUNITY ASSOCIATION (“HOA”) is a
25 nonprofit, mutual benefit corporation organized and acting as the homeowners’ association in a
26 planned development in the City of Irvine, Orange County, California, consisting of separate
27 interests within the defined terms of Davis-Stirling Common Interest Development Act.
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1 9. Upon becoming a member of the Board, Defendant Choe began his personal
2 campaign of targeting, penalizing, and attempting to restrict the rights of homeowners within the
3 HOA who leased their properties to tenants.

4 10. Plaintiff is one such homeowner who leased her property within the HOA to
5 tenants.

6 11. Using his position on the Board, upon information and belief, Choe spearheaded
7 the Board's efforts to adopt the New Standards and Guidelines, which contain the following new
8 provision not contained in the Original Standards and Guidelines:

- 9 a. "Any rental, lease, or other occupancy of a Lot for occupancy of a term of less
10 than a period of ninety (90) consecutive days is prohibited." (hereafter the "90-day
11 Ban").
- 12 b. "Within seven (7) days after executing, or otherwise entering into, a lease... the
13 Owner shall provide the Associations managing agent: (a) the name of the
14 lessee... and all other persons occupying the Lot, and a complete valid copy of the
15 lease..., and (b) the name, mailing address, email address and telephone number
16 of the lessee... who can respond to any contact from the Association within two
17 (2) hours." (hereafter the "Lease Disclosure Requirement").
- 18 c. "All Owners who become the Owner of a Lot after the effective date of this Policy
19 adoption must occupy their Lot... for at least twelve (12) months... before the Lot
20 may be rented or leased." (hereafter the "Owner Occupancy Requirement").
- 21 d. "vehicle transponders and key fobs which will not be provided without the
22 owner's written request and completed application per association rules."
- 23 e. "A fine in the amount of \$200.00 will be imposed for failure to timely register a
24 tenant with the Association's managing agent as required above."
- 25 f. Fine for violation of the 90-day Ban set to "First Infraction – warning letter
26 outlining violation; Second Infraction – notice of hearing and fine of \$1,000;
27 Second Fine \$2,000; Third Fine \$4,000; Additional Fines \$4,000".

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1 g. Fine for “all other violations” set to “First Infraction – warning letter outlining
2 violation; Second Infraction – notice of hearing and fine of \$100; Second Fine
3 \$200; Third Fine \$400; Additional Fines \$200 increments up to \$800 per month”.

4 12. Upon information and belief, the 90-day Ban and the Owner Occupancy
5 Requirement are unlawful and unenforceable as they are in violation of *California Civil Code*
6 §4740 et seq. Upon information and belief, counsel for the HOA has admitted that the 90-day
7 Ban is unlawful.

8 13. California Civil Code §4740 et seq. provides in relevant part:

- 9 a. “An owner of a separate interest in a common interest development shall not be
10 subject to a provision in a governing document or an amendment to a governing
11 document that prohibits the rental or leasing of any of the separate interests in
12 that common interest development to a renter, lessee, or tenant unless that
13 governing document, or amendment thereto, was effective prior to the date the
14 owner acquired title to their separate interest.” (§4740(a)).
- 15 b. “An owner shall provide the association verification of the date the owner
16 acquired title to the separate interest and the name and contact information of the
17 prospective tenant or lessee or the prospective tenant’s or lessee’s representative.”
18 (§4740(d)).
- 19 c. “An owner of a separate interest in a common interest development shall not be
20 subject to a provision in a governing document or an amendment to a governing
21 document that prohibits, has the effect of prohibiting, or unreasonably restricts the
22 rental or leasing of any of the separate interests, accessory dwelling units, or junior
23 accessory dwelling units in that common interest development to a renter, lessee,
24 or tenant.” (§4741(a)).
- 25 d. “...Notwithstanding any other provision of law or provision of the governing
26 documents, the board, without approval of the members, shall amend any
27 declaration or other governing document no later than July 1, 2022, that includes a
28 restrictive covenant prohibited by this section by either deleting or restating the

1 restrictive covenant to be compliant with this section, and shall restate the
2 declaration or other governing document without the restrictive covenant but with
3 no other change to the declaration or governing document.” (§4741(f)).

4 e. “A common interest development that willfully violates this section shall be liable
5 to the applicant or other party for actual damages, and shall pay a civil penalty to
6 the applicant or other party in an amount not to exceed one thousand dollars
7 (\$1,000).” (§4741(g)).

8 14. The 90-day Ban exceeds *Civil Code* §4741(c)’s allowance of prohibition of leases
9 that are 30 days or less, and unreasonably restricts the renting of the properties within the HOA in
10 violation of *Civil Code* §4741(a).

11 15. The Lease Disclosure Requirement and Owner Occupancy Requirement are
12 unreasonably burdensome and restrictive in violation of *Civil Code* §4741(a). Specifically, the
13 Lease Disclosure Requirement of submitting a lease within seven days, with the name, mailing
14 address, email, and phone number, and requiring a tenant to respond to the HOA within two
15 hours of any contact is unduly burdensome and intrusive above and beyond what is allowed in
16 *Civil Code* §4740(d).

17 16. Requiring Plaintiff to submit complete leases with the financial and personal
18 information of tenants is also in violation of Plaintiff and tenants’ right to privacy as provided by
19 the California constitution.

20 17. Not only is the New Standards and Guidelines in contravention of *Civil Code*
21 §4740 et seq., the rental restrictions in the New Standards and Guidelines were adopted by the
22 Board after Plaintiff’s purchase of her property, so the rental restrictions are not applicable to
23 Plaintiff.

24 18. Yet, in violation of *Civil Code* §4740 et seq., the Board assessed fines against
25 Plaintiff for alleged violations of the New Standards and Guidelines, including for alleged
26 violations of the unlawful 90-day Ban and the Lease Disclosure Requirement.

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1 19. Plaintiff has informed the HOA of the unlawfulness of the New Standards and
2 Guidelines multiple times, in writing, to no avail. The HOA has willfully refused to amend,
3 delete, or restate the unlawful rental restrictions in violation of *Civil Code* §4741(f).

4 20. Rather, the HOA continued to assess fines against Plaintiff for alleged violations
5 of the 90-day Ban and Lease Disclosure Requirement.

6 21. Not only are the fines assessed against Plaintiff for alleged violations of
7 unenforceable rental restrictions, the fines were assessed incorrectly even according to the HOA's
8 own New Standards and Guidelines. In many instances, fines were assessed even when there was
9 no violation of the Lease Disclosure Requirement.

10 22. Per the New Standards and Guidelines, violations of the Lease Disclosure
11 Requirement may be fined as follows: "First Infraction – warning letter outlining violation;
12 Second Infraction – notice of hearing and fine of \$100; Second Fine \$200; Third Fine \$400".

13 23. Plaintiff has not received any warning letter outlining any alleged violation.
14 Rather, the HOA set disciplinary hearings against Plaintiff for alleged violations, and then
15 without evidence, fined Plaintiff \$1,000, \$2,000, and in some instances \$4,000 for alleged
16 violations of the Lease Disclosure Requirement.

17 24. In total, Plaintiff has been improperly and unlawfully fined by the HOA in an
18 amount in excess of \$15,000 ("Fines").

19 25. Per *Civil Code* §4741(g), the Defendants are liable for Plaintiff's actual damages
20 and civil penalties.

21 **SECOND CAUSE OF ACTION**

22 **(BREACH OF QUIET ENJOYMENT/NUISANCE)**

23 **Against All Defendants**

24 26. Plaintiff incorporates herein by reference the allegations contained in all preceding
25 paragraphs as if fully set forth herein.

26 27. Beginning around 2020, Defendants HOA and Choe began to target Plaintiff with
27 unjustifiable, specious and punitive action all under the color and authority of the HOA and its
28 Board. Choe specifically harassed, stalked, and threatened people he believed were tenants of

1 Plaintiff, by following them around the HOA community, interrogating them about their
2 residences, and questioning their right to be present in the HOA community. Choe has admitted
3 to personally following people around the HOA community and questioning them.

4 28. On multiple occasions, Defendant Choe showed up to Plaintiff's property
5 uninvited and demanded the residents of the property to answer his numerous questions about
6 how long they have lived there, when they were planning on leaving, etc. Choe has even showed
7 up uninvited to Plaintiff's property at 10 p.m. at night to wake up and harass the residents.

8 29. Defendants HOA and Choe have also undertaken a course of action to interfere
9 with Plaintiff's free use and enjoyment of her property and her rights related to her property,
10 including the ability to access and lease her property within the HOA.

11 30. Due to Choe's harassment and stalking of tenants, which exceeded his authority as
12 a Board member, tenants of Plaintiff have complained about feeling afraid of, harassed by, and
13 intimidated by Choe, such that they were unable to reside at and enjoy the benefits of the
14 property.

15 31. Defendant HOA has restricted Plaintiff's and/or Plaintiff's tenants' right to access
16 and use the community facilities, such as the swimming pool, based on the incorrectly and
17 illegally assessed Fines.

18 32. Upon information and belief, Choe commandeered the HOA's property
19 management company's duties related to the administration of the vehicle transponders and gate
20 codes, which provide access into the community, and into Plaintiff's property.

21 33. Despite repeated requests from Plaintiff, and Plaintiff's completion of the required
22 application, Defendant HOA, at the instruction of Choe, has refused to provide Plaintiff with
23 vehicle transponder(s) and the gate code necessary to access Plaintiff's property within the
24 community.

25 34. Defendant Choe has imposed, without the ratification of the HOA, arbitrary rules
26 and requirements to obtain the transponder(s), which rules and requirements are not supported by
27 or contained within the HOA's Bylaws, CC&Rs, or even New Standards and Guidelines.

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- 1 g. Assessing unreasonably high, discriminatory, and retaliatory fines in violation of
2 the provision governing Special Assessment within the CC&Rs (§§1.66; 12.5.7);
3 h. Interfering with Plaintiff's rights of enjoyment to her property, including without
4 limitation her right of ingress/egress, in violation of the CC&Rs (§§3.1; 12.5.7);
5 and,
6 i. Limiting and precluding vehicular access to Plaintiff's property, in violation of the
7 CC&Rs (§§3.1.6; 12.5.7).

8 39. Plaintiff has been harmed, and continues to suffer harm, as a result of the HOA's
9 breaches of the governing documents.

10 **FOURTH CAUSE OF ACTION**
11 **(BREACH OF FIDUCIARY DUTY)**
12 **Against All Defendants**

13 40. Plaintiff incorporates herein by reference the allegations contained in all preceding
14 paragraphs as if fully set forth herein.

15 41. The HOA owes a fiduciary duty to its members. The HOA operates through its
16 Board, who also owes a fiduciary duty to all homeowners and residents of the HOA.

17 42. Defendants failed to use reasonable care in performing their obligations under the
18 Bylaws and CC&Rs, specifically, in their administration and enforcement of the New Standards
19 and Guidelines.

20 43. Defendants HOA and Choe acted recklessly, willfully, maliciously, and in bad
21 faith, in targeting Plaintiff and disturbing her right to use and enjoy her property. Defendants
22 were woefully deficient and reckless in their enforcement of alleged rules violation.

23 44. Choe's actions were particularly egregious, beyond the scope of his duties as a
24 member of the Board, and in disregard for the best interests of the HOA and its members,
25 including Plaintiff. Rather, Choe acted to satisfy his own agenda of power and control, and acted
26 at the whim of his ego.

1 45. Under the guise of providing Plaintiff with the much needed transponder, Choe
2 lured Plaintiff to meet with him on or around April 14, 2023. Choe forbade Plaintiff from
3 bringing anyone else with her to the meeting.

4 46. When Plaintiff arrived to meet with Choe, instead of giving Plaintiff any
5 transponder(s), Choe began an approximately two-hour long diatribe against Plaintiff, mixed with
6 self-aggrandizing statements about his purported contribution to the community.

7 47. Choe's diatribe was quite tortuous for Plaintiff to listen to, however, Plaintiff felt
8 unable to leave, because she needed the transponder(s) that Choe now personally administered
9 and controlled.

10 48. During Choe's diatribe, Choe insulted Plaintiff's non-native English; commented
11 that Plaintiff was "irrational" despite being a scientist; pushed Plaintiff to hire a property
12 management company of his recommendation to manage Plaintiff's property; threatened to notice
13 a disciplinary hearing against her every month unless she acquiesced to his demand to use his
14 recommended property management company; threatened to punish Plaintiff using the HOA's
15 reserve fund; and, boasted about being able to use the HOA's reserve fund for attorney's fees
16 fighting Plaintiff.

17 49. In spewing his diatribe, Choe acted outside of the scope of his role as a member of
18 the Board, and acted in breach of his duty of loyalty to the HOA by demonstrating a complete
19 disregard for the financial interests of the HOA. Choe acted solely for the purpose of self-
20 gratification.

21 50. Ultimately, Choe refused to provide Plaintiff with the transponder(s).

22 51. When Plaintiff attempted to discuss the unlawfulness of the Fines assessed against
23 her, Choe refused to even have a discussion with Plaintiff, unless Plaintiff apologized to him first.
24 By refusing to discuss or consider whether the Board's adoption of the New Standards and
25 Guidelines are unlawful, unless Plaintiff "acknowledged her mistakes", Choe put his personal
26 feelings of his hurt ego ahead of the best interest of the HOA and a member.

27 52. Plaintiff was harmed as a result of Defendants' breaches of their fiduciary duties.
28

1 53. Board members are held to a high standard of conduct, the breach of which may
2 subject each of them to individual liability. Defendants committed the above alleged actions with
3 malice, oppression, and fraud, entitling Plaintiff to an award of punitive damages.

4 **FIFTH CAUSE OF ACTION**

5 **(INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS)**

6 **Against All Defendants**

7 54. Plaintiff incorporates herein by reference the allegations contained in all preceding
8 paragraphs as if fully set forth herein.

9 55. Defendants were aware of Plaintiff's contractual relationship with various tenants.

10 56. Defendants' interference with Plaintiff's right to use and enjoy her property,
11 specifically the right to use the community facilities, and the right to ingress/egress, prevented
12 Plaintiff's performance and/or made performance under the leases with her tenants more difficult.

13 57. Defendant Choe's harassment and stalking of tenants within the HOA also
14 rendered Plaintiff's performance under the leases more difficult, and as a result, tenants refused to
15 extend or renew their leases with Plaintiff.

16 58. Plaintiff was harmed as a result of Defendants' conduct as alleged above.

17 **SIXTH CAUSE OF ACTION**

18 **(HARASSMENT)**

19 **Against All Defendants**

20 59. Plaintiff incorporates herein by reference the allegations contained in all preceding
21 paragraphs as if fully set forth herein.

22 60. The Defendants engaged in a knowing and willful course of conduct directed at
23 Plaintiff that seriously alarmed, annoyed, and harassed Plaintiff, and that served no legitimate
24 purpose. (*Code of Civil Procedure* §527.6(b)). Choe engaged in this course of conduct out of
25 personal vendetta, and outside of the scope of his duties as a member of the Board.

26 61. From 2021 to the present, Choe directed the Board to set disciplinary hearings
27 against Plaintiff almost every month, based on specious allegations that Plaintiff violated
28 provisions within the New Standards and Guidelines.

1 62. After the April 14, 2023 meeting with Choe, Choe made good on his threat, and
2 shortly after the meeting, set another disciplinary hearing against Plaintiff for specious claims.

3 63. The course of conduct engaged by the Board and Choe would cause a reasonable
4 person to suffer substantial emotional distress, and actually did cause substantial emotional
5 distress to Plaintiff. (*Code of Civil Procedure* §527.6(b)). Plaintiff was forced to attend the
6 numerous disciplinary hearings, which were conducted by the Board, led by Choe, in an
7 extremely unprofessional and uncivil manner, and which failed to afford Plaintiff a fair
8 opportunity to examine the allegations against her.

9 64. At the most recent disciplinary hearing on or around May 2, 2023, members of the
10 Board, especially Choe, refused to identify all the attendees present for the hearing, which was
11 an executive session confidential for the benefit of Plaintiff; repeatedly interrupted Plaintiff's
12 representative; made ad hominem attacks against Plaintiff's representative; used offensive
13 language like "God damn"; and eventually kicked Plaintiff out of the hearing prematurely before
14 Plaintiff's representative was given the opportunity to finish her sentence.

15 65. The Board, controlled by Choe, improperly weaponized the hearing procedures of
16 the HOA solely to restrict Plaintiff from leasing her property, and to harass, intimidate, and
17 subdue Plaintiff into obeying the Board's New Standards and Guidelines without question.

18 66. Defendants committed the above alleged actions with malice, oppression, and
19 fraud, entitling Plaintiff to an award of punitive damages.

20 **SEVENTH CAUSE OF ACTION**

21 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

22 **Against Defendant CHOE**

23 67. Defendants committed the above alleged actions with malice, oppression, and
24 fraud, entitling Plaintiff to an award of punitive damages Plaintiff incorporates herein by
25 reference the allegations contained in all preceding paragraphs as if fully set forth herein.

26 68. Choe's conduct as alleged herein was extreme and outrageous with the intention of
27 causing, or in reckless disregard of the probability of causing, emotional distress for Plaintiff.

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1 69. Plaintiff suffered severe and extreme emotional distress, as a result of Choe's
2 actions.

3 70. Defendant Choe committed the above alleged actions with malice, oppression, and
4 fraud, entitling Plaintiff to an award of punitive damages.

5 **EIGHTH CAUSE OF ACTION**
6 **(DECLARATORY RELIEF)**
7 **Against Defendant HOA**

8 71. The legality and enforceability of the New Standards and Guidelines, including the
9 rental restrictions, are in controversy, and judicial determination on the matter is needed for
10 homeowners within the HOA to appropriately ascertain their rights and obligations within the
11 HOA.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 14 a. For compensatory damages according to proof at trial;
- 15 b. For punitive damages as requested herein;
- 16 c. For judicial declaration declaring the rental restrictions contained in the New
17 Standards and Guidelines unlawful;
- 18 d. For costs, expenses, and attorney's fees as allowed by law;
- 19 e. For costs of suit; and,
- 20 f. For such other and further relief as the Court deems just and proper.

22 DATED: May 9, 2023

SL LAW, PC

/s/ Suoo Lee

SUOO LEE, ESQ.

Attorneys for PLAINTIFF JINPING WAN

1 **PROOF OF SERVICE**

2 I declare that I am employed in the County of Los Angeles, State of California. I am over
3 the age of eighteen years at the time of service and not a party to the within cause. My business
address is 550 South Hope Street, 22nd Floor, Los Angeles, California 90071-2627.

4 On September 15, 2023, I served copies of the attached document(s) entitled:
5 DEFENDANT NORTHWOOD II COMMUNITY ASSOCIATION'S ANSWER TO
PLAINTIFF'S COMPLAINT, on the interested parties in this action addressed as follows:

6 Suoo Lee, Esq.
7 SL LAW, PC
4343 Von Karman Avenue, Suite 250J
8 Newport Beach, California 92660

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13
14 in the manner set forth below:

- 15 **BY U.S. MAIL.** I placed such envelope, addressed as above by first-class mail,
16 postage prepaid, for collection and mailing at my business address following our
17 ordinary business practices. I am readily familiar with our ordinary business
18 course of collection and processing of correspondence for mailing with the U.S.
Postal Service. In the ordinary course of business on the same day that
19 correspondence is placed for collection and mailing, it is deposited with the U.S.
Postal Service for delivery to the addressee.
- 20 **BY ELECTRONIC MAIL.** I caused a copy of the document (s) to be sent from
21 e-mail address sheila.benton@fmglaw.com to the persons at the e-mail address
22 listed above. I did not receive, within a reasonable time after the transmission,
any electronic message or other indication that the transmission was
23 unsuccessful.
- 24 **BY PERSONAL SERVICE.** I caused these documents to be delivered by hand
delivery to the offices indicated on the service list.
- 25 **STATE.** I declare under penalty of perjury under the laws of the State of
California that the above is true and correct.

26 Executed on September 15, 2023 at Los Angeles, California.

27 
28 _____
Sheila Benton