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Superior Court of California,
County of San Diego
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5 Attorneys for Plaintiff,
6 FRANCES BRESLAUER, an individual, and as Trustee of the Breslauer Family Trust, Dated August
18, 1988

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO – HALL OF JUSTICE**
9 **[CIVIL UNLIMITED]**

10
11 FRANCES BRESLAUER, an individual, and as
Trustee of the Breslauer Family Trust, Dated
12 August 18, 1988;

13 Plaintiff,

14 v.

15 ELDERHELP OF SAN DIEGO, a California
Corporation; and, DOES 1-25, inclusive,

16 Defendants.
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Case No. 37-2017-00032172-CU-FR-CTL

PLAINTIFF’S COMPLAINT FOR:

1. **CONSTRUCTIVE FRAUD;**
2. **UNFAIR BUSINESS PRACTICES**
[Bus. & Prof. Code, § 17200, et seq.]
3. **NEGLIGENT SELECTION;**
4. **NEGLIGENT INFLICTION OF**
EMOTIONAL DISTRESS;
5. **NEGLIGENT**
MISREPRESENTATION;
6. **BREACH OF CONTRACT; and,**
7. **PROMISSORY ESTOPPEL**

[DEMAND FOR JURY TRIAL]

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23 **COMES NOW**, Plaintiff Frances Breslauer, an individual, and as Trustee of the Breslauer
24 Family Trust, Dated August 18, 1988, and complains as follows on information and belief:

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1 **PREFACE**

2 This is another sad case of what has become an epidemic of elder abuse at the hands of
3 purported live-in caretakers. The following excerpt was taken from a 2011 report to the California
4 Senate Office of Oversight and Outcomes entitled “*Caregiver Roulette: California Fails to Screen*
5 *those who Care for the Elderly at Home.*”

6 *Unlike most other states, California does not regulate the burgeoning in-home care*
7 *industry, leaving consumers prey to individuals who fail to disclose their criminal*
8 *backgrounds and dependent on agencies whose “background checks” don’t come*
9 *close to digging up unsavory pasts. A 2008 law intended to help individuals hiring*
10 *caregivers on their own has languished as the result of confusion over who’s*
11 *supposed to spell out how it will work.*

12 *The state does license home health agencies, which provide skilled nursing at home*
13 *in conjunction with a plan prescribed by a doctor. But agencies that place*
14 *caregivers who help with activities of daily living - such as bathing, toileting,*
15 *dressing, walking and eating - do not require anything more than a business*
16 *license. Individuals who offer these services in newspaper classified ads or Internet*
17 *services such as Craigslist are similarly free of state oversight.*

18 Although some effort was made in 2015 to legislate home care agencies that *employ* caretakers,
19 there is still no regulation or oversight of home care *referral* agencies such as the one at issue in this
20 case. Sadly, elderly victims must exclusively resort to civil litigation for recompense.

21 **THE PARTIES**

22 1. Plaintiff Frances Breslauer (hereinafter “PLAINTIFF”) was, at all relevant times alleged
23 herein, the owner of the real property commonly described as 5352 Prosperity Lane in San Diego,
24 California (the “PROPERTY”).

25 2. Defendant Elderhelp of San Diego (“ELDERHELP”) is a California Corporation operating
26 out of its principal place of business at 3860 Calle Fortunada, Suite101, San Diego, CA 92123.

27 3. The true names, identities, and capacities, whether individual, corporate, associate or
28 otherwise of Defendants DOES 1 through 25 are unknown to PLAINTIFF; who, therefore, sues said
Defendants by such fictitious names. When the true names, identities, and capacities of said
Defendants are ascertained, PLAINTIFF will seek leave to amend this complaint accordingly. Each
of the Defendants designated herein as a DOE is responsible negligently, intentionally, tortuously or

1 in some other actionable manner including, but not limited to, the causes of action alleged herein, for
2 the events referred to herein, and caused damages to PLAINTIFF as herein alleged.

3 4. At all relevant times discussed herein each Defendant, including those fictitiously named,
4 was the agent, employee and servant of all the remaining Defendants; and, in doing the things alleged
5 herein, was acting within the course and scope of said agency and employment.

6 5. Unless specifically indicated otherwise, all references in this complaint to Defendant
7 ELDERHELP shall also refer to its agents, officers, directors, managers, and employees, and to all
8 fictitiously named Defendants.

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10 **JURISDICTION AND VENUE ARE PROPER**

11 6. This Court has jurisdiction over the subject matter of this action pursuant to Code of Civil
12 Procedure § 410.10.

13 7. Venue in this judicial district is appropriate pursuant to Code of Civil Procedure, § 395,
14 subd. (a).

15 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

16 8. In 2015, PLAINTIFF and her late husband, Alan Breslauer, were faced with a problem all
17 too common for elderly Americans. Mr. Breslauer was in his twilight years and then 89-year-old
18 PLAINTIFF, elderly herself, was struggling to care for her husband while maintaining their College-
19 area home.

20 9. Approximately one year earlier, the Breslausers had thought they found the perfect solution
21 when they discovered ELDERHELP's "HomeShare" program, which connects the elderly with live-
22 in caregivers willing to work in exchange for free or reduced rent. ELDERHELP promised a thorough
23 and rigorous background check of each potential caregiver with a personal interview to ensure the
24 placement was a good fit.

25 10. ELDERHELP's advertisement materials promised it would ". . . provide[] personalized
26 services and information that help seniors remain independent and live with dignity in their own
27 homes." ELDERHELP also represented: "We do the right thing even when no one is looking, we
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1 remain focused on those we serve, and we are trustworthy and honest.... We strive for quality in all
2 we do; we are responsive, innovative and efficient."

3 11. ELDERHELP promises elderly homeowners "more than a roommate matching service"
4 because they provide individualized home assessments and referrals to "screened and qualified renters
5 or housemates." In particular, ELDERHELP's HomeShare program promises: (1) a comprehensive
6 personal interview and assessment; (2) a criminal background check through the San Diego County
7 Sheriff's Department; (3) proof of income; and (4) references checked including employer, landlord,
8 and personal references known at least 5 years.

9 12. Once ELDERHELP finds a match, it promises to provide "Home Providers" and "Home
10 Seekers" with rental or service agreements specifying the parties' rights and responsibilities.

11 13. The promises of "comprehensive" background checks and "qualified" live-in caretakers
12 were, of course, alluring to the Breslauers.

13 14. The protection of the Breslauers' home was particularly important because it was more
14 than just a house. They lived at the PROPERTY for 58 years and raised two daughters there.
15 PLAINTIFF designed the home and built it with the help of a VA loan. After decades of sacrifice,
16 discipline, and hard work to care for the home, its sentimental value cannot be understated.

17 15. Encouraged and reassured by ELDERHELP's promises, PLAINTIFF signed up for the
18 HomeShare program, first in 2014. She went to the office and spoke with ELDERHELP and was
19 assigned a staff member to help with screening candidates. ELDERHELP approved a caregiver whom
20 the Breslauers hired in 2014, and who worked for them for approximately one year. Then, in late 2015,
21 the Breslauers once again turned to ELDERHELP to screen candidates for a new live-in caregiver.

22 16. Once again, as she had in 2014, PLAINTIFF began sending candidates she found to
23 ELDERHELP, so ELDERHELP could screen them. One such candidate was a seemingly pleasant
24 woman in her 70s named Cheryl Sherrell ("SHERRELL"). PLAINTIFF did not think twice about
25 SHERRELL since nothing about her appeared off at first; and, according to ELDERHELP, she was a
26 perfect fit. PLAINTIFF agreed to the placement and allowed SHERRELL to stay in her detached
27 studio apartment in partial consideration for help caring for Mr. Breslauer. SHERRELL and
28 PLAINTIFF memorialized their agreement in a written contract.

1 17. Under the written agreement, SHERRELL was required to turn over all keys and vacate
2 the apartment upon her termination as an at-will employee.

3 18. Sadly, PLAINTIFF's trust in ELDERHELP and SHERRELL proved to be a tragic mistake
4 that robbed her--not only of her home--but most importantly, of peace and comfort in her last days
5 with her husband.

6 19. PLAINTIFF did not know it at the time, but SHERRELL is a compulsive hoarder. In fact,
7 a simple Google search of her name reveals she was featured on a 2010 episode of The Learning
8 Channel's "Hoarding: Buried Alive." A Union Tribune article dated May 1, 2010 titled "Compulsive
9 hoarder gets help; show to air" describes an interview with SHERRELL where she describes her
10 longstanding compulsions. Another article states SHERRELL described herself as a "professional
11 hoarder" who has lived for "fifty years" with the hoarding condition.

12 20. A few months after SHERRELL moved in, Mr. Breslauer complained to PLAINTIFF that
13 SHERRELL was acting inappropriately towards him. PLAINTIFF terminated SHERRELL in writing
14 and, although it was not necessary, gave her thirty days notice on December 18, 2015. SHERRELL
15 refused to leave and began acting increasingly hostile towards the Breslausers.

16 21. In early January, Alan Breslauer was suddenly hospitalized with a very serious ailment.
17 That night in the ER, he decided to go into hospice care and die at home. While he was in the hospital
18 and during the time he came home to die, SHERRELL continued to live on the property and insert
19 herself into PLAINTIFF's interactions with her dying husband. This put a dark cloud over a time when
20 PLAINTIFF was supposed to be comforting her husband and spending quality time in his last days.

21 22. Sadly, Mr. Breslauer passed away on January 19, 2016 while his home was in a state of
22 chaos and animosity at the hands of SHERRELL.

23 23. After Alan Breslauer's passing, SHERRELL became overtly hostile towards PLAINTIFF.
24 She forcefully threw keys at PLAINTIFF, injuring her wrist. SHERRELL also turned up the water
25 heater to its highest setting, which caused PLAINTIFF to suffer severe burns on her skin when she
26 tried to wash her hands. While PLAINTIFF was gone, SHERRELL also filled the bedroom that had
27 belonged to PLAINTIFF and her husband with dog feces, despoiling not only the house but
28 PLAINTIFF's memories during her time of mourning.

1 24. On February 29, 2016, PLAINTIFF hired a locksmith to keep SHERRELL out of the main
2 house. This seemed to work *at first*; SHERRELL vacated the PROPERTY on March 11, 2016.

3 25. With SHERRELL gone, the grieving PLAINTIFF travelled to Oregon to visit her daughter
4 and hired a real estate broker to list the PROPERTY for sale. Sadly, SHERRELL forced her way back
5 into the PROPERTY. SHERRELL also brazenly hired a locksmith to change the locks in the home.

6 26. SHERRELL proceeded to destroy PLAINTIFF's beloved home. The caretaker-turned-
7 squatter inundated the home with garbage, defecation, urine, and hoarding clutter. She even managed
8 to rent out rooms in the home to whoever could bear her mess and stench.

9 27. SHERRELL continued her campaign of destruction for over four months while
10 PLAINTIFF fought her in court with restraining order and forcible/unlawful detainer proceedings.
11 Thankfully, SHERRELL was eventually arrested on charges of theft, criminal trespass, and elder
12 abuse. She was also ordered to stay at least 100 feet away from the PROPERTY and PLAINTIFF.
13 SHERRELL's arrest was welcome news, albeit a small consolation given all PLAINTIFF had
14 suffered. However, even though SHERRELL was out of the house, her mountains of junk were not.
15 She refused to give up legal possession, thus further depriving PLAINTIFF of the use of her property
16 for additional months, until a court order finally forced SHERRELL to remove her belongings.

17 28. In the end, regaining possession and remediating the property of the thicket of disgusting
18 junk, defecation, pet urine and other miscellaneous damage amounted to over \$200,000. Getting the
19 home back to a habitable condition required *extensive* remediation including flooring, doors, locks,
20 walls, ceilings, garage, fixtures, and appliances.

21
22 **COUNT ONE**
(Constructive Fraud)

23 29. PLAINTIFF repeats and incorporates by reference the allegations in paragraphs 1-28 as if
24 set forth fully herein.

25 30. ELDERHELP owed PLAINTIFF fiduciary duties because PLAINTIFF, a vulnerable
26 elderly woman in her 90s with an ailing husband, reasonably and justifiably reposed trust and
27 confidence in ELDERHELP's self-purported integrity and fidelity.

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1 31. As PLAINTIFF's fiduciary, ELDERHELP owed her the utmost duty of care, including the
2 duty to fully disclose every material fact within its knowledge of which PLAINTIFF was ignorant.

3 32. ELDERHELP represented to PLAINTIFF that it carefully vetted and screened the
4 caretakers it refers. Either ELDERHELP failed to investigate SHERRELL's background with a
5 reasonable degree of competency, or it knew about and withheld SHERRELL's troubled history of
6 mental illness and hoarding from PLAINTIFF. Either way, ELDERHELP concealed critical facts
7 (either that they did not perform basic background check or that SHERRELL was unfit) that led to
8 tragic consequences for PLAINTIFF.

9 33. ELDERHELP had no reasonable grounds for representing to PLAINTIFF that SHERRELL
10 was fit for placement at her home, or knew SHERRELL was unfit for placement.

11 34. PLAINTIFF reasonably relied on ELDERHELP's representations because of its purported
12 experience and expertise in custom-screening and vetting caretakers. PLAINTIFF had no reason to
13 suspect ELDERHELP would not so much as Google search the names of its applicants.

14 35. PLAINTIFF's reliance on ELDERHELP's false representations caused her serious harm
15 in that she suffered at least \$200,000 in damages to her home and severe emotional distress.

16 36. ELDERHELP's false representations and PLAINTIFF's reasonable reliance thereon were
17 substantial factors in causing PLAINTIFF harm.

18 37. ELDERHELP's managers, directors, and officers knew its HomeShare program did not
19 provide so much as a cursory investigation into potential caregivers, and knew the serious risk of harm
20 posed by placing potentially mentally ill persons with vulnerable elderly homeowners. As such,
21 ELDERHELP's actions were malicious, oppressive, and fraudulent within the meaning of Civil Code,
22 § 3294, thereby justifying the imposition of exemplary damages.

23 **COUNT TWO**

24 *(Unfair Business Practices, Bus & Prof. Code, § 17200, et seq.)*

25 38. PLAINTIFF repeats and incorporates by reference the allegations in paragraphs 1-37 as if
26 set forth fully herein.

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1 39. Business and Professions Code, Section 17200 states, in pertinent part: “...unfair
2 competition shall mean and include any unlawful, unfair or fraudulent business act or practice and
3 unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing
4 with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

5 40. Unfair Conduct: At all times mentioned herein, ELDERHELP engaged in “unfair” business
6 practices because its conduct was immoral, unethical, oppressive, unscrupulous and substantially
7 damaging to PLAINTIFF. Specifically, and without limitation, the particular offensive conduct
8 includes: ELDERHELP representing that it carefully screens and vets live-in caretakers and performs
9 rigorous background checks so vulnerable elderly homeowners can rest assured they are getting
10 “qualified” caretakers; when, in fact, ELDERHELP fails to perform even the most basic investigation.
11 ELDERHELP also unfairly represents that it only refers “qualified” caregivers, which implies some
12 degree of regulation of, or licensure for, the caregivers’ work, which is clearly false and misleading.

13 41. Fraudulent Conduct. At all times mentioned herein, ELDERHELP engaged in “fraudulent”
14 business practices because members of the public are likely to be deceived as a result of the conduct
15 alleged herein.

16 42. As a direct and proximate result of ELDERHELP’s wrongful acts, PLAINTIFF suffered
17 harm and losses as described herein and in amounts to be proved at trial. PLAINTIFF therefore seeks
18 restitution from ELDERCARE.

19 **COUNT THREE**
20 *(Negligent Selection)*

21 43. PLAINTIFF repeats and incorporates by reference the allegations in paragraphs 1-42 as if
22 set forth fully herein.

23 44. On or about October 2015, ELDERHELP represented to PLAINTIFF that SHERRELL
24 was acceptable as a live-in caregiver for PLAINTIFF and her husband. ELDERHELP was familiar
25 with the PLAINTIFF and her conditions, needs and requests for her husband, as it had screened
26 potential caregivers for PLAINTIFF on past occasions and personally interviewed PLAINTIFF.
27 ELDERHELP knew that SHERRELL was identified as a potential caregiver from Craig’s List, and
28 that they were to be relied on for their investigation, screening and approval. This is the primary reason
that PLAINTIFF used ELDERHELP.

1 45. PLAINTIFF would not have accepted SHERRELL's placement had she been advised of
2 her background and severe mental illness. SHERRELL was not acceptable as a caregiver, due to
3 several factors which even a cursory screening would have disclosed; including, among other things,
4 that she was mentally ill with a hoarder's disease or syndrome and previously represented that she
5 could not work due to the illness. PLAINTIFF certainly would not have used ELDERHELP's services
6 had she known of their ineffective or non-existent background investigation and vetting process.

7 46. ELDERHELP owed the elderly, including PLAINTIFF--a then 89- year old widow who
8 relied on it for acceptable caregivers --a duty of care to provide a reasonable background investigation,
9 as it had promised. That duty arose once the ELDERHELP made screening available and accepted the
10 request from PLAINTIFF for screening potential caregivers. ELDERHELP undoubtedly had a duty to
11 reasonably screen SHERRELL before recommending her placement in PLAINTIFF's home.

12 47. ELDERHELP also owed Plaintiff a duty to inquire into, and a duty to disclose,
13 SHERRELL's personal and professional history, and a duty to reject her from consideration as a
14 caregiver given her troubled history and background. Instead, ELDERHELP raised no objection or
15 concern regarding SHERRELL's acceptability.

16 48. Approving SHERRELL was a reckless, negligent action which falls well below the
17 standard of care to conduct reasonable screening.

18 49. PLAINTIFF reasonably trusted and relied on ELDERHELP to screen all proposed
19 caregivers, including SHERRELL.

20 50. ELDERHELP did not disclose that SHERRELL was afflicted with a widely-publicized
21 clinical disorder that usually requires treatment with medication and therapy, and which could have
22 devastating consequences for an elderly employer.

23 51. Had PLAINTIFF disclosed the fact that SHERRELL was mentally ill, PLAINTIFF would
24 not venture the risk of allowing her into the home, only to have it converted to a fire hazard and risk
25 the lives of PLAINTIFF and her husband in the process.

26 52. Nor did ELDERHELP disclose warning signs evidenced from the publicly available
27 Google searches revealing that SHERRELL described herself as a "professional hoarder" with "fifty
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1 years” of manifesting the hoarding condition. ELDERHELP failed to disclose SHERRELL’s very
2 public averments that she lived in a chaotic state and could not work.

3 53. The selection of SHERRELL for PLAINTIFF was reckless, wanton, negligent and a breach
4 of ELDERHELP’s assumed and legally-imposed duty to carefully screen, investigate, and vet in-home
5 caretakers.

6 54. As a direct and proximate result of the acts and omissions of ELDERHELP as alleged
7 hereinabove, PLAINTIFF was damaged and continues to be emotionally distressed and shocked at the
8 events that befell her as a result of SHERRELL’s introduction into her life. The dilapidated condition
9 of the home caused by SHERRELL invades her consciousness every day, and the home she and her
10 late husband designed, built and lived in for 58 years, remained overrun with garbage, defecation,
11 urine, and hoarding clutter--a strain and shock that continued for over a year. ELDERHELP’s breached
12 duties were a substantial factor in causing the aforementioned harm.

13 55. PLAINTIFF’s damages continue and are not finally calculated, known or currently able to
14 be quantified, which will be more particularly determined according to proof at trial.

15 **COUNT FOUR**

16 *(Negligent Infliction of Emotional Distress)*

17 56. PLAINTIFF repeats and incorporates by reference the allegations in paragraphs 1-55 as if
18 set forth fully herein.

19 57. By undertaking the acts and conduct set forth herein, ELDERHELP assumed a duty to do
20 so with care.

21 58. Because PLAINTIFF reasonably expected and relied upon ELDERHELP to provide
22 assistance, PLAINTIFF made no other arrangements for assistance such as involving close friends or
23 family members to screen the proposed caregiver.

24 59. ELDERHELP had a unique and special relationship with PLAINTIFF in that it represented
25 itself to her as a sort of social service agency whose purpose was assisting the elderly community, and
26 particularly its clients. ELDERHELP interviewed her for an hour about her needs and concerns, and
27 promised to refer or approve only quality, vetted, and “qualified” caretakers. PLAINTIFF put all of
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1 her trust in ELDERHELP because ELDERHELP did not seem to have an ulterior motive and only
2 seemed to have her best interests in mind.

3 60. ELDERHELP, in breach of the duties described above, negligently and carelessly selected
4 SHERRELL, and/or failed to disclose known and serious risks of harm to PLAINTIFF's person and
5 property.

6 61. SHERRELL commandeered PLAINTIFF's home, ousted her from it, took over the
7 property she peaceably occupied for 58 years, filled it with garbage and clutter, rented out rooms, and
8 allowed pets to defecate freely throughout, all to the shock, horror and distress of PLAINTIFF.

9 62. As a direct and proximate result of ELDERHELP's negligence and carelessness,
10 PLAINTIFF suffered, and continues to suffer, economic, emotional and physical distress in an amount
11 and manner according to proof.

12 **COUNT FIVE**

13 *(Negligent Misrepresentation)*

14 63. PLAINTIFF repeats and incorporates by reference the allegations in paragraphs 1-62 as if
15 set forth fully herein.

16 64. ELDERHELP represented to PLAINTIFF that it rigorously and carefully vetted and
17 screened its caregivers with investigations into their personal, employment, residential, and criminal
18 backgrounds, including discussions with personal references. ELDERHELP also represented it would
19 require a note from the caretaker's physician before recommending a placement if it felt it was
20 necessary. These representations were not true.

21 65. Although ELDERHELP may have initially believed or intended that the representations
22 were true, it had no reasonable grounds for believing they were true when they were made.

23 66. ELDERHELP intended that PLAINTIFF rely on its representations.

24 67. PLAINTIFF reasonably relied on said representations, which was a substantial factor in
25 causing the harm described herein.

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COUNT SIX
(Breach of Contract)

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2 68. PLAINTIFF repeats and incorporates by reference the allegations in paragraphs 1-67 as if
3 set forth fully herein.

4 69. PLAINTIFF and ELDERHELP entered into an oral contract, the material terms of which
5 were substantially as follows: based on its status as a non-profit providing charitable services to the
6 elderly population, ELDERHELP would locate, screen, and vet potential live-in caretakers who, based
7 on ELDERHELP's custom and expert evaluation of PLAINTIFF's particular needs, would be suitable
8 for placement in PLAINTIFF's home.

9 70. PLAINTIFF did all of the things required of her under the agreement, or was excused from
10 performing any things she did not perform thereunder.

11 71. ELDERHELP failed to perform even the most basic background investigation of
12 SHERRELL. Had even a cursory investigation been performed, ELDERHELP would have discovered
13 she was a mentally ill and dangerous compulsive hoarder who lacked the capacity to care for herself,
14 let alone then-89-year-old PLAINTIFF and her ailing husband.

15 72. PLAINTIFF was harmed as a direct and proximate result of ELDERHELP's breach in that
16 her home was decimated by waste, clutter, urine and feces, and was deprived of peace and safety in
17 her last days with her husband. Such damages were reasonably foreseeable to ELDERHELP because
18 it had previously worked with PLAINTIFF to find a caregiver and knew of her vulnerable situation
19 and the likely consequences of sending a dangerously mentally ill person into PLAINTIFF's home.

COUNT SEVEN
(Promissory Estoppel)

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22 73. PLAINTIFF repeats and incorporates by reference the allegations in paragraphs 1-72 as if
23 set forth fully herein.

24 74. ELDERHELP made a clear and unambiguous promise to PLAINTIFF that only qualified,
25 screened, and carefully vetted caregivers would be approved and referred to her.

26 75. PLAINTIFF reasonably and justifiably relied on said promises and put her trust in
27 ELDERHELP that it would fulfill its promises. As such, PLAINTIFF did no independent investigation
28 into SHERRELL's background because it had purportedly already been done by ELDERHELP.

1 76. ELDERHELP did not perform its promise to provide a qualified, screened, and carefully
2 vetted caregiver. Instead, ELDERHELP referred SHERRELL, a literally notorious, mentally ill,
3 dangerous, compulsive hoarder.

4 77. PLAINTIFF's reliance on ELDERHELP's promises was a substantial factor in causing
5 PLAINTIFF harm as alleged herein.

6 **PRAYER**

7 **WHEREFORE**, PLAINTIFF prays for judgment as follows:

- 8 1. For general and special damages according to proof;
9 2. For exemplary damages;
10 3. For restitution and treble damages under Civil Code, § 3345 (Count Two only);
11 4. For costs of suit incurred herein, including reasonable attorney's fees; and
12 5. For such other and further relief as the court may deem proper.

13 DATED: August 29, 2017

RIDGEWAY LAW, PLC

15 By: Christopher Ridgeway
16 Christopher M. Ridgeway
17 Attorneys for Plaintiff,
18 FRANCES BRESLAUER, an individual, and as
19 Trustee of the Breslauer Family Trust, Dated
20 August 18, 1988
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a trial by jury of all issues triable as a right by jury.

DATED: August 29, 2017

RIDGEWAY LAW, PLC

By: Christopher Ridgeway
Christopher M. Ridgeway
Attorneys for Plaintiff,
FRANCES BRESLAUER, an individual, and as
Trustee of the Breslauer Family Trust, Dated
August 18, 1988

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