AMBER L. KEMBLE, SBC # 221366
LAW OFFICE OF AMBER L. KEMBLE
4160 Suisun Valley Road, Suite E-444
Fairfield, CA 94534
Tel: (707) 410-6690
Fax: (707) 747-5209
Email: deltalawyers@gmail.com

Attorneys for Plaintiff JESSE MARION and CATHY MARION

$435 Cmft 343449

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SOLANO

UNLIMITED JURISDICTION

JESSE MARION, an individual, and CATHY MARION, an individual,

Plaintiffs

v.

JOHN ROSCOE, an individual, MARILYN ROSCOE, an indivdual, and Does 1 - 20, inclusive,

Defendants

Case No. FCS 051017

VERIFIED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

1. Fraud
2. Breach of Oral Contract
3. Anticipatory Repudiation
4. Promissory Estoppel
5. Breach of Good Faith and Fair Dealing
6. Unjust Enrichment
7. Quiet Title
8. Trespass
9. Invasion of Privacy
10. Declaratory Relief
11. Injunctive Relief

GENERAL ALLEGATIONS

1. Plaintiffs JESSE MARION and CATHY MARION are husband and wife and at all times relevant to this complaint are and were the owners of real property that is situated on the landmark that is commonly known as Twin Sisters in the south western hills of Solano County, with Assessor's Parcel Number 0149-010-040 ("Property"). This Property has a house which is commonly known as 1772 or 1774 Twin Sisters Road, Fairfield, California, 94534, ("House").

Prior to the devastating October 2017 multi-county wildfire commonly known as the Atlas Fire, there was an additional house and a barn that was also located on this Property, but that Fire burned down one of Plaintiffs' houses and Plaintiffs' barn. Plaintiffs' Property, containing 152.67 acres, is more particularly described in Exhibit A, a true and correct copy is attached to and expressly incorporated in this complaint.

2. At all times relevant to this complaint, Defendants JOHN ROSCOE and MARILYN ROSCOE are husband and wife and have been residing in Plaintiffs' House, since at least February 20, 2013, when Plaintiffs acquired title of the Property. Plaintiffs still live in Plaintiffs' House, though Plaintiffs are in the process of terminating their tenancy. In addition, Defendants' son and his family lived the other house – the one that no longer exists, since at least February 2013 to the time when the October 2017 fire burned that house down. Defendants JOHN ROSCOE and MARILYN ROSCOE had used Plaintiffs' barn for storage since at least February 2013 until when it burned down in October 2017. The houses and the barn were all located in close proximity to each other on the Property.

3. Plaintiffs are informed and belive and based thereon allege that Defendants were once the owners of much, if not all, of what is now Plaintiffs' property holdings in Solano County, but significant legal and financial problems forced Defendants to transfer such properties to others, such as to Defendants' investors (i.e. Twin Sisters, LLC) and a bankruptcy trustee.

4. Also at the time Planitiffs' acquired the Property, several large animal statues made of fiberglass were located on it, including but not limited to: a dinosaur (currently laid on its side in pieces, but approximately 50 feet tall x 70 feet long when put together – "Dinosaur"), camels, elephants (1 large and 2 small), a zebra, a giraffe, and a cow (collectively referred to as the "Animals" or "Animal Statues").

5. In April 2013 Plaintiff JESSE MARION and Defendant JOHN ROSCOE made an oral agreement that Defendants, as well as Defendants' son, could stay in Plaintiffs' houses and Defendants could use Plaintiffs' barn until such time they vacated the premises following a 60 day notice to terminate their tenancy ("Notice"), so long as Defendant JOHN ROSCOE transferred the

Animal Statues to the Plaintiffs ("Agreement"). The transfer of the Animals was a way to compensate Plaintiffs, at least in part, for allowing Defendants and their family to stay in Plaintiffs' houses and use Plaintiffs' barn without paying money for rent. The parties did not specify the length of time that Defendants would be allowed to stay. As is described in greater detail below, to date Defendants have lived in Plaintiffs' House for a period of over five (5) years.

6. On or about April 2, 2018 Defendant JOHN ROSCOE sought written permission from Plaintiff JESSE MARION to bring a news crew through a gate on one of Plaintiffs' neighboring properties (APN 0149-010-050 -- "Plaintiffs' Neighboring Parcel") and across Plaintiffs' Property (distant from the House) to show the large Dinosaur, which lay on its side in pieces on Plaintiffs' Property (APN 0149-010-040). Exhibit B, attached to and expressly incorporated in this complaint, is a true and correct copy of an email from Defendant JOHN ROSCOE to Plaintiff JESSE MARION, dated April 2, 2018, wherein Defendant JOHN ROSCOE seeks permission to enter Plaintiffs' properties and bring the news crew.

7. On or about April 2, 2018, Plaintiff JESSE MARION immediately responded, stating unequivocally to Defendant JOHN ROSCOE, that he refuses to permit a news crew entry on any of his properties.

8. Thereafter, Defendant JOHN ROSCOE directly defied Plaintiff JESSE MARION'S clear directive not to bring the news crew on Plaintiffs' properties and Defendant JOHN ROSCOE trespassed through Plaintiffs' gate that is located on one of Plaintiffs' Neighboring Parcel, bringing in a news crew by vehicle(s).

9. As a result, ABC and CBS local news stations, and *The Vacaville Reporter* newspaper all aired or published stories wherein Defendant JOHN ROSCOE claims not only to own Planitiffs' Dinosaur, but indicates that it is available for sale to anyone by just calling Defendant JOHN ROSCOE. See Exhibit C, a true and correct copy which is attached hereto is a news article by John Bartell, published that on or about May 11, 2018, wherein Defendant JOHN ROSCOE offers Plaintiffs' Dinosaur to, "Anyone from an community that wants to put Dixie [Plaintiffs' Dinosaur] back together again can just call me."

10. Worse yet, Plaintiffs are informed and believe and based thereon allege that Defendant JOHN ROSCOE invited the local ABC news crew *for the purpose of selling* Plaintiffs' large Dinosaur. However, Defendant JOHN ROSCOE was already required to transfer the ownership of the Dinosaur to Plaintiffs per the Agreement. This was Defendants' consideration for the Agreement. Plaintiffs had already performed all of their obligations under the Agreement by allowing Defendants and their son's family to reside in Plaintiffs' houses and use Plaintiffs' barn in lieu of paying them money for rent.

11. Plaintiffs are informed and belive and based thereon allege that notwithstanding the prior Agreeement with Plaintiffs, that Defendant JOHN ROSCOE offered to sell Plaintiffs' Dinosaur. Plaintiffs are informed and belive and based thereon allege that Defendant JOHN ROSCOE'S offer aired on television, that it can still be found on the internet and was published in the newspaper, Vacaville's *The Reporter*.

12. Plaintiffs are informed and belive and based thereon allege that on May 22, 2018 the city council for the City of Dixon voted to purchase the Dinosaur statue from Defendant JOHN ROSCOE by a 3 to 2 vote, as the City of Dixon was unaware that Plaintiffs were and are the true owners of the Dinosaur.

13. Defendant, JOHN ROSCOE was not acting as an agent for Plaintiffs, the true owners of the Dinosaur, when he offered the it for sale on the local news station or to the City of Dixon. Moreover, Plaintiffs expressly prohibited Defendant JOHN ROSCOE from coming on their Property with the news crew in the first place.

14. On or about May 24, 2018 Plaintiffs learned that Defendant JOHN ROSCOE had not only offered the Dinosaur statue for sale to the City of Dixon, but that the City of Dixon actually bought it on or about May 22, 2018.

15. Defendant JOHN ROSCOE continues to contest that he still owns the Dinosuar, as well as all of the other Animals that were expressly part of the consideration for Defendants being allowed to use and occupy Plaintiffs' Propertyn lieu of paying money for rent. Defendant JOHN ROSCOE now states that he does not recall the oral Agreement wherein he transferred the Animal

Statues to the Plaintiffs. Exhibit D, a true and correct copy is attached to and is expressly incorporated in this complaint of an email from Defendant JOHN ROSCOE to Plaintiff JESSE MARION, dated May 25, 2018. In that email Defendant JOHN ROSCOE tries to sell the Animals to Plaintiffs again. Exhibit E a true and correct copy is attached to and is expressly incorporated in this complaint of an email from Defendant JOHN ROSCOE to Plaintiff JESSE MARION, dated May 28, 2018.

16. The acts and omissions alleged herein took place in Solano County, California, which is the proper venue for determination of this action.

17. The true names or capacities, whether individual, associate, corporate, or otherwise of defendants charged in this complaint as Does 1 through 20, inclusive, and each of them, are unknown to the Plaintiffs, who therefore sue said defendants by such fictitious names. As soon as their respective true names and capacities have been ascertained, Plaintiffs will amend this complaint to show the same.

18. Plaintiffs are informed and believe, and on that basis allege, that each of said fictitiously named defendants is responsible in some manner for the occurrences herein alleged and the Plaintiffs' injuries herein alleged were proximately caused by each of said defendants' acts or omissions.

FIRST CAUSE OF ACTION

(Fraud)

Against Defendant JOHN ROSCOE and Does 10 - 20, inclusive

19. Plaintiffs repeat, reallege and incorporate by reference all of the foregoing paragraphs though they were set forth in full herein.

20. Defendant JOHN ROSCOE represented to Plaintiff JESSE MARION that if Defendants and their family could live in Plaintiffs' houses and use Plaintiffs' barn, for an unspecified time until 60 days Notice would terminate the same, then he would transfer of ownership of the Animals. In reliance on said representations, Plaintiffs allowed Defendants, and their family, to stay in Plaintiffs' two houses and use Plaintiffs' barn, without paying money for rent, or any storage fees for the Animals.

21. Defendant JOHN ROSCOE falsely and intentionally made the following oral misrepresentations to Plaintiff JESSE MARION. Namely: (a) that he would transfer ownership of the Animals to Plaintiffs; and (b) that said transfer of the ownership was in lieu of payment of money for rent.

22. Defendant JOHN ROSCOE knew his representations were false. Defendants resided on Plaintiffs' Property without payment of money for rent or storage fees for the large Animals. In addition, Defendant JOHN ROSCOE is now contesting that Plaintiffs own the Animals, despite having already having benefitted greatly from Plaintiffs' performance of their obligations under the Agreement.

23. Defendant JOHN ROSCOE knew it was fraud when he sold the Dinosaur for a second time to the City of Dixon, all the while he is living in Plaintiffs' House without paying reasonable market value in money for rent.

24. Plaintiffs relied on Defendant's representations to transfer the Animals in lieu of paying rent money by letting Defendants and their family use and occupy the houses and barn for an extended period of time. The Animals, as well as Defendants, were located on the Property when Plaintiffs purchased the Property, so Plaintiffs reasonably relied on the fact that the Animals were already delivered to Plaintiffs' Property.

25. Plaintiffs, at the time the promises and representations were made, and at the time they took the actions herein alleged, were ignorant of Defendant's true intentions in that they would reside in Plaintiffs' houses and use Plaintiffs' barn without payment rent money of and then claim that the Animals belonged to Defendant JOHN ROSCOE. Plaintiffs could not, in the exercise of reasonable diligence, have discovered Defendant's secret intentions, and their reliance on the representations were justified since the representations were reasonable in that the Animals offered Plaintiffs some compensation for allowing Defendants not to pay money for rent, and the Animals were located on Plaintiffs' Property.

26. In reliance on the representations of Defendant JOHN ROSCOE, Plaintiffs agreed to allow Defendants and their family to reside without the paying of money for rent in two houses

on Plaintiffs' Property and to use Plaintiffs' barn, based upon the representation that ownership in the Animals would transfer to the Plaintiffs. Defendants, each of them, resided on Plaintiffs' Property for a period of time in excess of five (5) years without paying rent money to Plaintiffs, based on the respresentations of Defendant JOHN ROSCOE to Plaintiff JESSE MARION.

27. If Plaintiffs had known of the true facts underlying Defendant's fraud, Plaintiffs would never have taken such action; would never have allowed Defendants to reside and use the barn without payment of money for rent for a period for over five (5) years; or would never have permitted Defendants to keep the animals on Plaintiffs' Property, without payment of storage fees.

28. As a direct and proximate result thereof, Plaintiffs have incurred damages by way of lost rent for the use of their Property in a sum exceeding $338,100.00.

29. In doing the acts alleged herein, Plaintiffs acted with oppression, fraud, and malice, and Plaintiff is entitled to punitive damages pursuant to California Civil Code Section 3294.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

SECOND CAUSE OF ACTION

(Breach of Oral Contract)

Against Defendant JOHN ROSCOE and Does 10 - 20, inclusive

30. Plaintiffs repeat, reallege and incorporate by reference all preceding paragraphs as if set forth fully herein.

31. In April 2013, Plaintiff JESSE MARION, made the oral Agreement with Defendant JOHN ROSCOE, that Defendants and their family could live in Plaintiffs' houses and use Plaintiffs' barn until Notice, so long as the Defendant JOHN ROSCOE transfers the Animals to the Plaintiffs.

32. Plaintiffs have performed all of their obligations pursuant to the terms of the Agreement in that the Defendants, each of them, have lived in Plaintiffs' House and used Plaintiffs' barn from at least February 2013, when Plaintiff took possession of the Property and continuing to present, when this complaint was filed. In addition, as part of the Agreement with Plaintiffs, Defendants' son resided in Plaintiffs' house from at least February 2013 to October 2017. At all times Plaintiffs have acted in good faith and have dealt fairly with Defendants.

33. Defendant JOHN ROSCOE had and has a legal obligation to transfer the Animals to Plaintiffs. Now he is claiming that he still owns them and is under no obligation to transfer them to Plaintiffs. See Exhibits D and E, true and correct copies of emails dated May 25 and May 28, 2018, which are attached hereto, showing the position of Defendant JOHN ROSCOE that he will not to transfer the Animals to Plaintiffs per the Agreement.

34. Defendant JOHN ROSCOE also failed to perform under the terms of the oral Agreement by selling one of the Animal Statues, namely, the Dinosaur, to the City of Dixon in or about April or May 2018. On or about May 22, 2018, the City Council for the City of Dixon voted to buy it.

35. Plaintiffs are informed and belive and based thereon that Defendant JOHN ROSCOE now claims that he has no knowledge of the parties' oral Agreement. Defendant JOHN ROSCOE has failed to perform under the terms of the oral Agreement by living in Plaintiffs' residence without paying money for rent, while also claiming to own all of the Animals and exercising dominion over the same. Moreover, he has already sold Plaintiffs' Dinosaur.

36. Plaintiffs are entitled to specific performance of the oral Agreement.

37. As a proximate and direct result of Defendant JOHN ROSCOE breaching the parties' Agreement, Plaintiffs have suffered damages in an amount to be proven at trial, but not less than $338,100.00.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

THIRD CAUSE OF ACTION

(Breach of Contract - Anticipatory Repudiation)

Against Defendant JOHN ROSCOE and Does 10 - 20, inclusive

38. Plaintiffs repeat, reallege and incorporate by reference all preceding paragraphs as if set forth fully herein.

39. Plaintiffs have performed all obligations on their part pursuant to the terms of the oral Agreement as stated above, by allowing Defendants to reside in their houses and use their barn until Notice, without payment of money for rent for a period in excess of five (5) years, or until they burned in the unforeseeable Atlas Fire.

40. On or about May 25, 2018, Defendant JOHN ROSCOE indicated to Plaintiff JESSE MARION that he owns the Animals, and he has "no record or recollection" of the parties' oral Agreement. See Exhibit D, a true and correct copy is attached to and expressly incorporated in this complaint showing email from Defendant JOHN ROSCOE to Plaintiff JESSE MARION, dated May, 25, 2018. Exhibit E, a true and correct copy is attached to and expressly incorporated in this complaint showing an email from Defendant JOHN ROSCOE to Plaintiff JESSE MARION, dated May 28, 2018.

41. On or about May 31, 2018, Defendant JOHN ROSCOE indicated to Plaintiffs' counsel that he owns the Animals and always has owned the Animals. Defendant JOHN ROSCOE further indicates that he has no intention of performing by continuing to claim absolute ownership of the Animals. In addition, Defendant has an open option as was stated to at least one television camera, that he is intersted in selling the Dinosaur "to [a]nyone." See Exhibit C, attached hereto. Accordingly, Defendant has expressly stated that he will not perform his contractual obligations under the Agreement.

42. As a proximate and direct result of Defendants' anticipatory breach of the oral Agreement, Plaintiffs have suffered damages in an amount to be proven at trial, but in a sum exceeding $338,100.00.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

FOURTH CAUSE OF ACTION

(Breach of Contract – Promissory Estoppel)

Against Defendant JOHN ROSCOE and Does 10 - 20, inclusive

43. Plaintiffs repeat, reallege and incorporate by reference all preceding paragraphs as if set forth fully herein.

44. Defendant JOHN ROSCOE promised Plaintiff JESSE MARION to transfer ownership of the Animals in exchange for living in Plaintiffs' houses and occupying Plaintiffs' barn until Notice.

45. Defendant JOHN ROSCOE breached that promise when he sold the Dinosaur to the City of Dixon on or about May 22, 2018; when he claimed ownership of all of the Animals in May by way of phone calls and emails to Plaintiff JESSE MARION and to Plaintiffs' counsel, all the while continuing to live without paying Plaintiffs money for rent.

46. Plaintiffs actually and determimentally relied on Defendant's promise by having Defendants live in the houses without collecting rent money for an extended period of time, which they otherwise would have without the agreed upon transfer of the Animals.

47. Plaintiffs' reliance was reasonable and foreseeable in that the Animals were already located on Plaintiffs' land, as such delivery of the Animals was complete.

48. Injustice can only be avoided by enforcement of the promise. Defendants have already benefitted staying in Plaintiffs' houses and occupying Plaintiffs' barn since February 2013 to present, or to October 2017 in the case of the barn and the other house, without payment of rent money. Now, rather than honoring the oral Agreement, Defendant JOHN ROSCOE has sold and is threatening to sell the Dinosaur and the other Animals to third parties. It would be highly unjust to allow Defendant to retain the Animals, or any portion thereof, considering that he agreed with Plaintiffs that he would transfer those Animals in lieu of paying money for rent.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

FIFTH CAUSE OF ACTION

(Breach of Contract – Breach of Good Faith and Fair Dealing)

Against Defendant JOHN ROSCOE and Does 10 - 20, inclusive

49. Plaintiffs repeat, reallege and incorporate by reference all preceding paragraphs as if set forth fully herein.

50. In April 2013 Plaintiff JESSE MARION made the oral Agreement with Defendant JOHN ROSCOE, that Defendants and their family could live in Plaintiffs' houses and use Plaintiffs' barn until Notice, so long as the Defendant JOHN ROSCOE transfers the Animals to the Plaintiffs.

51. Defendant JOHN ROSCOE breached the covenant of the Agreement that required he refrain from rendering performance of the contract impossible. However, he has already sold one of Plaintiffs' Animals to the City of Dixon, thereby breaching the implied convenant of good faith and fair dealing. Moreover, he is threatening that he owns all of the Animals and therefore can do with him what he wants, including offering them for sale to third parties. For example, he has offered the Dinosaur for sale to, "Anyone from any community that wants to put Dixie [Plaintiffs' Dinosaur] back together again." See Exhibit C, attached hereto.

52. Plaintiff has acted in good faith and fairly dealing throughout the duration of the parties' Agreement by faithfully performing all of their duties and obligations in allowing Plaintiffs to use and occupy their houses and barn for an extend period of time, while not being able to otherwise use said Property.

53. As a proximate and direct result of Defendants' of said breach of the term of good faith and fair dealing implied in the parties' oral Agreement, Plaintiffs have suffered damages in an amount to be proven at trial, but in a sum exceeding $338,100.00.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

SIXTH CAUSE OF ACTION

(Breach of Contract – Unjust Enrichment. Alternative Count)

Against Defendant JOHN ROSCOE, MARILYN ROSCOE and Does 10 - 20, inclusive

54. Plaintiffs repeat, reallege and incorporate by reference all preceding paragraphs as if set forth fully herein.

55. There is an unjust retention of the benefit at the expesne of another in that Defendants, each of them, benefitted greatly from Plaintiffs only because Defendant JOHN ROSCOE promised that he would transfer the Animals. Defendants resided in Plaintiffs' houses and used Plaintiffs' barn for an extended period of time. The fair rental and market value for the Defendants' use and occupancy of Plaintiffs' houses and barn is estimated as follows: for the House wherein Defendants JOHN ROSCOE and MARILYN ROSCOE reside is in excess of

$2,500.00 per month for 64 months[1]; for the house where Defendants' son and his family lived until it burned in October 2017 is in excess of $1,850.00 for 54 months; for storage charges for the Animals is in excess of $800.00 per month for 64 months; and use of Plaintiffs' barn for 54 months at a value in excess of $500.00 per month. Thus, 64 months x $2,500 =$160,000.00; 54 months x $1,850 = $99,900.00; 64 months x $800.00 = $51,200.00; and $500 per month for 54 months = $27,000.00, for a grand total of $338,100.00 ($160,000.00 + $99,900.00 +$51,200.00 + $27,000 =$338,100.00). In the event that title to the Animals was not and is not transferred to the Plaintiffs, Defendants will be unjustly enriched a dollar amount equivalent to $338,100.00.

56. Defendants' unjust enrichment is at Plaintiffs' expense because they are out significant money for the fair market rental value for the houses and barn by not being paid money for rent, if Plaintiffs keep the Animals.

57. Defendants' conduct was unjust and wrongful because Defendants have lived in Plaintiffs' House for over five (5) years. Moreover, the value of the benefit to Defendants for rent is much higher than the value of the Animals. It would be unjust, to say the least, for Defendants to retain this benefit. Accordingly, it would be wrong and unjust for Plaintiffs to be out the reasonable dollar value of the rent benefit retained by the Defendants.

58. Plaintiffs are entitled to restitution from the Defendants for the benefits they have received and retain. If Plaintiffs are not awarded specific performance of the Agreement by the transfer of the Animals, then Plaintiffs are entitled to the a the fair market value for the use and possession of the houses and barn and are entitled to be restored to the position they would have been in, by reimbursement for the use and possession of the Plaintiffs' houses and barn, in the event title to the Animals are not transferred to the Plaintiffs.

WHEREFORE Plaintiffs pray for judgment as hereinafter set forth.

SEVENTH CAUSE OF ACTION

(Quiet Title)

Against Defendants JOHN ROSCOE and Does 10 - 20, inclusive

[1] Beginning in March 2013, following when Plaintiffs acquired title to the Property, thru July, 2018 because Defendants must vacate at a time after July 2018.

59. Plaintiffs repeat, reallege and incorporate herein by this reference all paragraphs set forth above, as though fully set forth herein.

60. Defendant JOHN ROSCOE claims some right, title, estate, lien, or interest in and to Plaintiffs' Animal Statues of Plaintiffs which have been located on Plaintiffs' Property since at least 2013, when Plaintiffs took ownership. Defendant JOHN ROSCOE disputes and denies that Plaintiffs are the true owners of the statues. An actual controversy has arisen and now exists between the parties. Plaintiffs contend that they own the Animal Statues, whereas Defendant JOHN ROSCOE disputes this contention, and claims that the Animal Statues are owned by him.

61. Plaintiffs seek to quiet title against the claims of Defendant JOHN ROSCOE.

62. In doing the acts alleged herein, Defendant JOHN ROSCOE acted with oppression, fraud, and malice, and Plaintiff is entitled to punitive damages pursuant to California Civil Code Section 3294; costs and for injunctive relief is authorized by Code of Civil Procedure Section 526.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

EIGHTH CAUSE OF ACTION

(For Trespass)

Against Defendant JOHN ROSCOE and Does 1 - 10, inclusive

63. Plaintiffs repeat, reallege and incorporate herein by this reference, all paragraphs above, as though fully set forth herein.

64. On or about April 2, 2018, after Plaintiff JESSE MARION, specifically denied entry to Defendant JOHN ROSCOE and emphatically prohibited Defendant JOHN ROSCOE from bringing a news crew onto Plaintiffs' private property. Nevertheless, Defendant JOHN ROSCOE trespassed onto Plaintiffs' Property which is located a significant distance from the houses and barn on APN 0149-010-040 and also onto Plaintiffs' Neighboring Parcel (APN 0149-010-050) by entering and bringing a news crew through Plaintffs' gate on APN 0149-010-050 to show the Dinosaur.

65. As a foreseeable result of Defendant JOHN ROSCOE'S actions, the news clips of Plaintiffs' private property was then broadcast on the news—on television, on the internet and

published in the newspaper. Additionally, some of the other animals, such as the camel were shown in the news clip, implying that they too could be sold.

66. As a proximate result of such trespass, Plaintiffs have suffered from Defendant's unlawfully interference with Plaintiffs' possession of real property by entering Plaintiffs' Property after specifically and expressly being denied access for that very purpose.

67. In addition to Defendant JOHN ROSCOE'S disrespect and degradation of Plaintiffs' private property rights, Plaintiffs have also been deprived of the use and enjoyment of their properties and have suffered inconvenience and personal discomfort due to the entry of Defendant JOHN ROSCOE and his bringing in a news crew.

68. Unless similar intrusions by Defendant JOHN ROSCOE are prevented, the use of Plaintiffs' private property rights will be diminished.

69. In addition because Defendant JOHN ROSCOE continues to contest the ownership of the Animal Statues and because access for a vehicle to the Dinosaur statue is through Plaintiffs' Neighboring Parcel, Defendants must be restrained by order of this Court, as Plaintiffs are continually threatened with Defendants additional trespass on Plaintiffs' lands. This is especially so because Defendant JOHN ROSCOE threatens to sell the Dinosaur to the City of Dixon and/or other bidders. As such, Plaintiffs are and will be deprived of the comfortable enjoyment of the same. In addition to damages, injunctive relief is authorized by Code of Civil Procedure Section 526.

70. As a result of such injuries, Plaintiffs have suffered damages in an amount according to proof, but not less than $150,000.00.

71. In doing the acts alleged herein, Defendants acted with oppression, fraud, and malice, and Plaintiffs are entitled to punitive damages pursuant to California Civil Code Section 3294.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

NINTH CAUSE OF ACTION

(Invasion of Privacy)

Against Defendants JOHN ROSCOE and Does 1 - 10, inclusive

72. Plaintiffs repeat, reallege and incorporate herein by this reference all paragraphs set forth above, as though fully set forth herein.

73. As was foreseeable by Defendants' actions of the trespass described above, Defendant invaded Plaintiffs' privacy. Moreover, it was a foreseeable result of Defendant JOHN ROSCOE bringing up the news that Plaintiffs' private life would be invaded by displaying Plaintiffs' private facts on the news. In fact, Plaintiffs' Dinosaur on Plaintiffs' private Property was broadcast on ABC (at least twice), CBS, and published in Vacaville's *The Reporter* newspaper. Defendant made the unlawful determination to make public Plaintiffs' private art collection.

74. Plaintiffs have the expectation that their private lives and private collection of Animals remain private, and not publically broadcast on at least 2 local television news networks.

75. In direct defiance of the prohibition by Plaintiff JESSE MARION when he admonished Defendant JOHN ROSCOE not to trespass, he went ahead and facillitated and invited a news crew on Plaintiffs' properties.

76. The local news depicted Defendant JOHN ROSCOE standing on Plaintiffs' private property hawking Plaintiffs' private art collection, especially the Dinosaur for sale to any buyer, including but not limited to the City of Dixon.

77. This invasion to Plaintiffs' privacy was highly offensive to Plaintiff, in part, because Plaintiff JESSE MARION expressly told Defendant JOHN ROSCOE that Plaintiffs do not want news crews to enter their properties to show the Dinosaur. Planitiffs' clear prohibition further established Plaintiffs' expectation of privacy and clearly communicated the same to Defendant JOHN ROSCOE.

78. It is a foreseeable result that bringing up a news crew for the purpose of showing Defendant JOHN ROSCOE'S offer to sell Plaintiffs' Dinosaur on Plaintiffs private property would expose Plaintiffs' private an facts that are not otherwise newsworthy. Defendant JOHN ROSCOE'S publicity stunt to offer Plaintiffs' Dinosaur was at Plaintiffs' expense. The location

of the saleability of the Dinosaur is not newsworthy at the time Defendant JOHN ROSCOE facillitated the news coverage because the Dinosaur is owned by private individuals who wished it to remain private.

79. This act by Defendant JOHN ROSCOE proximately invaded Plaintiffs' privacy and damaged Plaintiffs by making private facts public, including but not limited to Plaintiffs' private ownership of the Dinosaur and the Dinosaur's location on private Property. For example, news reporters are phoning Plaintiffs' counsel to inquire whether or not they will sell the dinosaur to the City of Dixon.

80. As a result of such injuries, Plaintiffs have suffered damages in an amount according to proof, but not less than $500,000.00.

81. Plaintiffs have no adequate remedy at law for the injuries currently being suffered. Because Defendants claim ownership of the dinosaur, Defendant JOHN ROSCOE will continue to invade Plaintiffs' privacy unless restrained. In addition to damages, injunctive relief is authorized by Code of Civil Procedure Section 526.

82. In doing the acts alleged herein, Defendants acted with oppression, fraud, and malice, and Plaintiffs are entitled to punitive damages pursuant to California Civil Code Section 3294.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

TENTH CAUSE OF ACTION

(Declaratory Relief)

Against Defendants JOHN ROSCOE, MARILYN ROSCOE and Does 10 - 20, inclusive

83. Plaintiffs repeat, reallege and incorporate herein by this reference all paragraphs set forth above, as though fully set forth herein.

84. An actual controversy has arisen and now exists between the parties. Plaintiffs contend that they own the Animal Statues which are located on their Property, whereas Defendants dispute this contention and claim that the Animal Statues are owned by them.

85. A judicial resolution of this controversy is necessary and appropriate in order that

Plaintiffs may ascertain their rights.

WHEREFORE, Plaintiffs pray for judgment as hereinafter set forth.

ELEVENTH CAUSE OF ACTION

(Injunctive Relief)

Against Defendants JOHN ROSCOE, MARILYN ROSCOE and Does 1 - 20, inclusive

86. Plaintiffs repeat, reallege and incorporate herein by this reference all paragraphs set forth above, as though fully set forth herein.

87. Unless Plaintiffs are granted injunctive relief they will suffer grave and irreparable harm in that Defendants have already once purported to sell the Animals and are contesting that the Animals belong to the Plaintiffs. Additionally, Defendants will permit third-parties and potential buyers to tresspass and enter Plaintiffs' properties without their consent in an attempt to sell the Animal Statues. Unauthorized entry on to Plaintiffs' properties and conversion of Plaintiffs' Animals, or any part thereof, would cause permanent harm if the one-of-a-kind statues are sold or otherwise transferred, to the detriment of Plaintiffs.

88. Plaintiffs lack an adequate remedy at law because monetary damages cannot be ascertained and Plaintiffs cannot be compensated if the Dinosaur or other one of kind Animals are sold. Moreover, Defendant JOHN ROSCOE is threatening to sell or remove the Animals.

89. In addition to damages, injunctive relief is authorized by section 526 of the Code of Civil Procedure Section 526.

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

ON THE FIRST CAUSE OF ACTION FOR FRAUD

1. For general damages according to proof at trial, but not less than $450,000.00;
2. For general damages according to proof at trial, but not less than $450,000.00;
3. For prejudgment interest; and
4. For punitive damages according to proof at trial.

ON THE SECOND CAUSE OF ACTION FOR BREACH OF ORAL CONTRACT

1. For compensatory damages according to proof at trial in a sum exceeding $338,100.00;

2. Specific Performance; and

3. Prejudgment interest.

ON THE THIRD CAUSE OF ACTION FOR ANTICIPATORY REPUDIATION

1. For compensatory damages according to proof at trial in a sum exceeding $338,100.00;

2. Specific Performance; and

3. For prejudgment interest.

ON THE FOURTH CAUSE OF ACTION FOR PROMISSORY ESTOPPEL

1. For compensatory damages according to proof at trial in a sum exceeding $338,100.00;

2. Specific Performance; and

3. For prejudgment interest.

ON THE FIFTH CAUSE OF ACTION FOR BREACH OF GOOD FAITH AND FAIR DEALING

1. For compensatory damages according to proof at trial in a sum exceeding $338,100.00;

2. Specific Performance; and

3. For prejudgment interest.

ON THE SIXTH CAUSE OF ACTION FOR UNJUST ENRICHMENT

1. For a writ of restitution for the fair market rental value for the use and occupation of Plaintiffs' houses and barn for a period exceeding five (5) years in a sum exceeding $338,100.00; and

2. For prejudgment interest.

ON THE SEVENTH CAUSE OF ACTION FOR QUIET TITLE

1. That this court adjudge the true and correct owner of the Animals are the Plaintiffs;

2. That Plaintiffs' title in and to the Animals be quieted and that it be adjudged that Plaintiffs are the owners and that the Defendants have no right, title, estate, lien, or other interest in or to the Animals; and

3. That the Defendants be forever enjoined and restrained from claiming or asserting any claim or interest in or to Plaintiffs' Animal Statues, or any portion thereof, and from questioning, distributing, or interfering with his ownership, or attempting so to do; and

4. For punitive damages according to proof at trial.

ON THE EIGHTH CAUSE OF ACTION FOR TRESPASS

1. For damages to Plaintiffs' Property in a sum according to proof at trial but not less than $150,000.00;

2. For general damages according to proof at trial, but not less than $150,000.00;

3. For special damages according to proof at trial, but not less than $150,000.00;

4. For prejudgment interest;

5. For punitive damages according to proof at trial; and

6. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all prohibiting Defendants and their invitees from trespassing on Plaintiffs' property, except to to the extent that Defendants may live in Plaintiffs' House and use Plaintiffs' road thereto, until the expiration of the Notice of Termination of Tenancy.

ON THE NINTH CAUSE OF ACTION FOR INVASION TO PRIVACY

1. For general damages according to proof at trial, but not less than $500,000.00;

2. For special damages according to proof at trial, but not less than $500,000.00;

3. For prejudgment interest;

4. For punitive damages according to proof at trial; and

5. For an order requiring Defendants to show cause, if they have any, why they should not be enjoined from invading Plaintiffs' privacy by bringing news crews and other third-parties on to Plaintiffs' properties, during the pendency of this action.

ON THE TENTH CAUSE OF ACTION FOR DECLARATORY RELIEF

1. For judgment declaring the respective rights, duties and obligations of the Plaintiffs and Defendants to the Animal Statues; and

2. For a judgment declaring that Plaintiffs are the owners of the Animal Statues and that Defendants have no right, title or interest in them.

ON THE ELEVENTH CAUSE OF ACTION FOR INJUNCTION

1. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all prohibiting Defendants and their agents, from selling, transferring, moving, donating or impacting Plaintiffs' Animals in any way, and for temporary restraining order, a preliminary injunction, and a permanent injunction, all prohibiting Defendants from inviting third parties onto the Plaintiffs' property with the intention of showing the Animals or attempting to sell the Animals.

FOR ALL CAUSES OF ACTION

1. For costs of suit herein incurred and a reasonable attorney's fee if permitted by statute; and

2. For such other and further relief as the Court may deem proper.

Respectfully submitted,

DATED: June 13, 2018 LAW OFFICE OF AMBER L. KEMBLE

By: _____

AMBER KEMBLE
Attorney for Plaintiffs
JESSE MARION and CATHY MARION

DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury.

DATED: June 13, 2018 LAW OFFICE OF AMBER L. KEMBLE

By: _____

AMBER KEMBLE
Attorney for Plaintiffs
JESSE MARION and CATHY MARION

VERIFICATION

I, Jesse Marion, declare that I am a plaintiff in the above-entitled action; that I have read the foregoing

VERIFIED COMPLAINT BY PLAINTIFF JESSE MARION AND CATHY MARION

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to the matters which are therein stated upon our information or belief, and as to those matters, we believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED this 2nd day of June, 2018, at Houston, Texas.

By: _____
Jesse Marion
Plaintiff