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9 SAMUEL AND EVA RODRIGUEZ

10 SUPERIOR COURT FOR THE COUNTY OF  
11 SACRAMENTO  
12 UNLIMITED CIVIL

13 SAMUEL AND EVA RODRIGUEZ

CASE NO.:

14 PLAINTIFFS,

15 VS.

COMPLAINT FOR DAMAGES

16 WILLIE CAULEY-STEIN AND DOES 1-25,

17 INCLUSIVE,

18 DEFENDANT

19 COMES NOW, Plaintiffs, SAMUEL AND EVA RODRIGUEZ, (hereinafter  
20 "Plaintiffs") by and through their attorney of record herein, brings this Complaint against the  
21 above-named Defendants and in support thereof alleges as follows:  
22

23 I. PARTIES TO COMPLAINT

24 1. Plaintiffs are an adult male and female married couple residing in the County of  
25 Sacramento.  
26



1           12. Defendant allowed people to reside in the home during his leasehold who  
2 damaged the property by engaging in drug use while in and on the property, in violation of the  
3 lease. This drug use permeated the walls and floors of the home.

4           13. Defendant violated the lease by not properly caring for dogs residing on the  
5 property allowing them to misuse the property without cleaning up after them, damaging the  
6 floors and walls of the home.

7           14. Defendant destroyed the hot tub located on the property.

8           15. Defendants abandoned the landscaping allowing the property to languish into  
9 further deterioration.

10          16. On or about August 23, 2019 a young man, allowed to reside in and on the  
11 property by Defendant took steps to commit a crime while on the property. In the course of that  
12 action three individuals were shot, one of them being killed. The other two sustained minor  
13 injuries.

14          17. During the incident the home was severely and significantly damaged including  
15 but not limited to bullet holes in walls, blood stains throughout the home, broken windows,  
16 doors, gates, railways, destroyed carpet and other such damage to the subject property.

17          18. The police were called to the home who were forced to do additional damage to  
18 the home in attempt to apprehend the shooter.

19          19. The lease ended on its own terms on August 29, 2019.

20          20. Plaintiffs engaged Realtor Gina Crane on or around July 20, 2019 to take steps to  
21 sell the subject property.

22          21. Shortly thereafter Ms. Crane placed the home for sale.

23          22. Defendant was properly notified on the pending sale.

24          23. Due to the initial damage, not due to the incident on August 23, 2019, in the  
25 home Plaintiffs could not list the home at their desired asking price, and ultimately listed the  
26 home at \$200,000.00 less than their desired price. Desired price was \$1.25 million.

1           24.     Realtor Gina Crane located a buyer for the subject property who made a good  
2 faith offer on the home. The offer made was \$1.041 million. This offer was accepted by the  
3 Plaintiffs.

4           25.     Thereafter the parties accepted the reduced offer and escrow opened on the  
5 home.

6           26.     As stated above the incident on August 23, 2019 occurred prior to the close of  
7 escrow.

8           27.     The buyers indicated that they were no longer willing to purchase the home at the  
9 asking price due, solely, to the incident at the home indicating that once a crime has been  
10 committed on a property the value of the property significantly reduces. The buyers then  
11 offered to purchase the home at \$885,000.00. Plaintiffs could not accept this offer.

12          28.     Plaintiffs have been unable to sell the home to date, and have been required to  
13 take steps in effort to remediate the damage done to the home.

14          29.     Plaintiffs pray for relief in the amount of \$2,000,000.00 for damage done as  
15 outlined herein.

16  
17                           **IV.    FIRST CAUSE OF ACTION**  
18                           **BREACH OF CONTRACT**  
19                           **AGAINST DEFENDANT CAULEY-STEIN**

20 Plaintiffs incorporate herein by reference each and every allegation contained in paragraphs 1  
21 through 29, inclusive, of this complaint as fully set forth herein.

22          30.     On or around July 27, 2017 Defendant entered into a Residential Lease  
23 Agreement with Plaintiffs.

24          31.     Under Item 11 of the Residential Lease Agreement, Defendant agreed to  
25 “properly use, operate and safeguard premises, including if applicable, any landscaping,  
26 furniture, furnishings and appliances, all mechanical, electrical, gas and plumbing fixtures... and  
27 keep them and the Premises clean, sanitary, and well ventilated....”  
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