

James E. Perero (SBN 258124)
Myers, Widders, Gibson, Jones & Feingold, LLP
39 N. California St.
Ventura, CA 93001

Telephone: (805) 644-7188
Facsimile: (805) 644-7390
E-mail: jperero@mwgjlaw.com

Attorneys for Plaintiff

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David W. Slayton,
Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
LIMITED CIVIL CASE

DOUGLAS KRUSCHEN, an individual

Plaintiff,

vs.

ANNANDALE TOWNHOUSE
ASSOCIATION, INC., a California nonprofit
mutual benefit corporation; STEVEN
RICHARD GITTLEMAN, an individual;
FRANK RICHARD GREICO, an individual;
VICTOR RENE MARTINEZ, an individual;
and DOES 1 through 15, inclusive,

Defendants.

Case No.: 24STLC07774

**COMPLAINT OF DOUGLAS KRUSCHEN
AGAINST ANNADALE TOWNHOUSE
ASSOCIATION, INC. FOR INJUNCTIVE
RELIEF, DECLARATORY RELIEF, AND
DAMAGES**

AMOUNT DEMANDED EXCEEDS \$10,000

JURY TRIAL DEMANDED

COMES NOW, Plaintiff DOUGLAS KRUSCHEN ("Plaintiff"), and alleges causes of action
against Defendant ANNANDALE TOWNHOUSE ASSOCIATION, INC. (the "Association"),
STEVEN RICHARD GITTLEMAN ("Gittleman"), FRANK RICHARD GREICO ("Greico"),
VICTOR RENE MARTINEZ ("Martinez"), and DOES 1 through 15, inclusive, as follows:

JURISDICTION AND VENUE

1. Pursuant to Code of Civil Procedure §410.10 and applicable California law, this
Court has jurisdiction over this action.

2. Pursuant to Code of Civil Procedure §392, venue is proper before this Court.

PARTIES

3. Plaintiff is, and at all times relevant has been, an individual residing in the County of Los Angeles, State of California. Plaintiff is an owner of real property at a common interest development located in Agoura Hills commonly referred to as Annandale Townhouse Association, Inc. (the “Project”). Membership in the Association is appurtenant to ownership of a separate interest unit at the Project and Plaintiff has been a member in good standing at all times since becoming a member.

4. The Association’s principal place of business is in the City of Agoura Hills, County of Los Angeles. It is a nonprofit mutual benefit corporation and the community association responsible for managing the Project.

5. Gittleman, Greico, and Martinez are individuals residing in the County of Los Angeles, State of California. Gittleman and Martinez own real property located within the Project. Greico does not. Further, based on information and belief, at all times relevant herein, Gittleman, Greico, and Martinez have acted on behalf of the Association, engaged in Association business, and conducted Association affairs. Martinez holds himself out as President of the Association; Gittleman and Greico hold themselves out as Officers of the Association and are named as nominal defendants to preclude any argument that a requested order affecting Gittleman and Greico would be ineffective if they were not made party to this action.

6. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES (“DOEs”) 1 through 15, inclusive, and each of them, are unknown to Plaintiff who therefore sues those DOE Defendants by such fictitious names. Plaintiff will amend this complaint to show such true names and capacities when they have been ascertained. Plaintiff is further informed and believes, and thereon alleges, that all DOE Defendants are individuals, corporations, general partnerships, and/or limited partnerships organized and existing by virtue of the laws of the State of California and/or are individuals either residing or doing business in the State of California. Plaintiff is informed and believes and based thereon alleges that each fictitiously named defendant is responsible in some manner for the wrongful conduct herein alleged and that Plaintiff’s damages as

alleged herein were proximately caused by their conduct.

7. The named defendants and DOE defendants (collectively, “Defendants”), and each of them, were at all times herein mentioned, the agents and/or co-conspirators of each of the other Defendants, and at all times herein mentioned were acting in the course and scope of said agency, service, and in furtherance of a joint venture and/or conspiracy.

FIRST CAUSE OF ACTION

Enforcement of Civil Code §5655

(Against the Association and DOEs 1–10)

8. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

9. The Association has the authority and responsibility to levy fines, interest, late payment fees, and initiate foreclosure against its members. Plaintiff is responsible for remitting monthly dues payments totaling approximately \$500 and has, on multiple occasions since becoming a member, had payments negotiated by the Association but not credited to his account.

10. Accordingly, Civil Code §5655(b) entitles owners, such as Plaintiff, to payment receipts “indicat[ing] the date of payment and the person who received it.” Moreover, the statute affirmatively provides that “the owner may request a receipt and the association shall provide it[.]”

11. Plaintiff has requested, in writing on multiple occasions since becoming a member, that the Association provide him with Civil Code §5655(b) compliant payment receipts for payments made to his account.

12. The Association and DOEs 1 through 10 have heretofore refused to comply with Plaintiff’s lawful requests for compliant receipts.

13. Plaintiff is entitled to an order directing the Association and DOEs 1 through 10 to comply with their legal obligation.

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SECOND CAUSE OF ACTION**Enforcement of Obligation to Give Notice re Pesticide Application****(Against the Association and DOEs 1–10)**

14. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

15. Civil Code §4775 requires the Association and DOEs 1 through 10 to maintain, repair and replace the Project's common areas. Based on information and belief, this includes an obligation to effectuate pest and vermin control within the Project's common areas.

16. Based on information and belief, Code of Regulations §6618 applies to licensed pest control operators. Code of Regulations §6618(b)(1) requires that "[e]ach person performing pest control shall assure that the operator of the property to be treated receives notice of the scheduled application." Moreover, Code of Regulations §6618(b)(2) requires that "[t]he operator of property shall assure that notice is given to all persons who are on the property to be treated[.]"

17. Pursuant to Code of Regulations §6618(b)(2), the notice the Association is required to provide must include: "(A) The date of the scheduled application; (B) The identity of the pesticide (including spray adjuvants, if applicable) by brand or common chemical name; and (C) Precautions to be observed as printed on the pesticide product labeling or included in applicable laws or regulations related to the entry of the treated area."

18. Pursuant to Civil Code §4777, "[a]n association or its authorized agent that applies any pesticide to a separate interest or to the common area without a licensed pest control operator" is obligated to provide notice to owners of the separate interest, and "if making broadcast applications, or using total release foggers or aerosol sprays, [to] the owner [of] an adjacent separate interest that could reasonably be impacted by the pesticide[.]"

19. Where Civil Code §4777 requires notice, the notice must indicate, *inter alia*, the pests to be controlled; the name and brand of the pesticide product to be used; and the approximate date, time, and frequency with which the pesticide will be applied

20. While the Association and DOEs 1 through 10 are required to proactively provide

notice before each pesticide application, Plaintiff has requested, in writing, that the Association provide him the required notices regarding pesticide application.

21. The Association and DOEs 1 through 10 refuse to comply proactively or in response to Plaintiff's requests.

22. Plaintiff is entitled to an order directing the Association and DOEs 1 through 10 to comply with their legal obligation.

THIRD CAUSE OF ACTION

Enforcement Obligation to Conduct and Distribute Audits to Members

(Against the Association and DOEs 1–10)

23. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

24. The Association's Bylaws, at Article IV, Section 14, require that "Within sixty (60) days of the close of each fiscal year, the Board shall cause an independent audit of the accounts of the Association by certified public accountants, and upon completion of said audit, cause to be prepared and delivered to each unit over within thirty (30) days after completion, a true and exact copy thereof."

25. Moreover, Civil Code §5305 requires that "[a] copy of the review of the [audit] shall be distributed to the members within 120 days after the close of each fiscal year, by individual delivery pursuant to Section 4040."

26. While the Association is required to proactively provide audits, Plaintiff has also requested them in writing.

27. The DOEs 1 through 10 have failed and refused to comply with its legal obligation regarding audits for fiscal years 2022 and 2023.

28. Plaintiff is entitled to an order directing the Association and DOEs 1 through 10 to comply with their legal obligation.

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FOURTH CAUSE OF ACTION

Enforcement of Corporations Code §8334

(Against the Association and DOEs 1–10)

29. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

30. Corporations Code §8334 provides that “[e]very director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a director.”

31. Plaintiff was elected to the Association’s Board of Directors in 2020 and has not been lawfully replaced.

32. Plaintiff has requested, in writing on multiple occasions, that the Association provide him, as a Director, access to and copy of various books, records and documents. The Association and DOEs 1 through 10 have refused to comply.

33. Plaintiff is entitled to an order directing the Association and DOEs 1 through 10 to comply with their legal obligation.

FIFTH CAUSE OF ACTION

Enforcement of Obligation to Disclose Records to Members

(Against the Association and DOEs 1–10)

34. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

35. Civil Code §5200 defines the corporate records that shall be available to all members of the Association for inspection and copy.

36. Civil Code §5205(a) provides that “[t]he association shall make available association records for the time periods and within the timeframes provided in Section 5210 for inspection and copying by a member of the association, or the member’s designated representative.”

37. Civil Code §5205(h) provides that “[r]equesting parties shall have the option of receiving specifically identified records by electronic transmission or machine-readable storage

1 media[.]”

2 38. Civil Code §5235(a) provides that “[a] member may bring an action to enforce that
3 member’s right to inspect and copy the association records. If a court finds that the association
4 unreasonably withheld access to the association records, the court shall award the member
5 reasonable costs and expenses, including reasonable attorney’s fees, and may assess a civil penalty
6 of up to five hundred dollars (\$500) for the denial of each separate written request.”

7 39. Corporations Code §8320 defines corporate records that shall be kept by the
8 Association.

9 40. Corporations Code §8333 provides that “[t]he accounting books and records and
10 minutes of proceedings of the members and the board and committees of the board shall be open to
11 inspection upon the written demand on the corporation of any member at any reasonable time, for a
12 purpose reasonably related to such person’s interests as a member.”

13 41. On September 1, 2023, Plaintiff requested, in writing, that the Association provide
14 him access to and copies of various books, records and documents and do so via machine-readable
15 storage media. A copy of the request is attached hereto as **Exhibit 1** and is incorporated herein by
16 this reference.

17 42. The Association heretofore has refused to comply with Plaintiff’s lawful request.

18 43. On December 16, 2023, Plaintiff made further request for records to the Association.
19 On or about December 17, 2023, Martinez emailed an internal reply to the other Directors and the
20 Association’s counsel of record, writing his intended reply to be that “[y]ou’re obviously entitled to
21 the information you requested,” indicating the Association is aware of its obligations and Plaintiff’s
22 rights and would get to it at some undetermined future time, and “[u]ntil then, STFU.” A copy of
23 the request is attached hereto as **Exhibit 2** and is incorporated herein by this reference. A copy of
24 Martinez’s email, partially redacted, is attached hereto as **Exhibit 3** and is incorporated herein by
25 this reference. Plaintiff

26 44. Based on information and belief, Martinez used the acronym “STFU” to
27 communicate the off-color colloquialism “shut the f@#% up.”
28

and amended CC&Rs which required each member to maintain insurance but the required vote of the members was unsuccessful and the Association did not pursue a court order.

54. Nevertheless, the Association requires its members to independently obtain an insurance policy which will cover the common area Clubhouse property (28700 Conejo View Drive) naming the Association as an “additional insured” as a precondition to members using the common area Clubhouse.

55. Though optional, Plaintiff responsibly carries HO-6 (condo), liability, and business insurance but Plaintiff is unable to name the Association as an “additional insured” under his HO-6 policy due to carrier restrictions. Upon information and belief, few if any insurance carriers will cover common areas as the Association has primary legal responsibility for insuring that portion of the project.

56. Between 2020 and 2023, the Association’s prior President, knowing of members’ hardship in obtaining the Association’s “additional insured” status, generously allowed some members to use her insurance coverage to meet the precondition.

57. Upon information and belief, the Association continues to maintain the insurance precondition as a highly successful method of limiting the use of the common area amenity in an effort to reduce its exposure to loss affecting its own insurance plus its direct costs related to cleaning, maintenance, repair, and utility (gas, electricity, and water) use.

58. A dispute has arisen between Plaintiff and the Association regarding this issue. Plaintiff contends that the Association’s insurance precondition is unreasonable, not made in good faith, and is not in accordance with the association's governing documents and that its policy and efforts to enforce same (or use the policy as a basis for precluding members from using the common area for its designed purpose) is a violation of the CCR&S.

59. Plaintiffs seeks a judicial declaration as to whether the CC&Rs preclude the Association from imposing the above-described limitation on the rights that he and all members would otherwise enjoy regarding use of and access to the common area Clubhouse already insured by the Association.

SEVENTH CAUSE OF ACTION

Negligence

(Against the Association and DOEs 1–10)

60. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

61. The Association and DOEs 1 through 10 have a duty to maintain, repair and replace the Project's common areas, including the concrete structural foundations of 72 multifamily condominium buildings plus amenity buildings.

62. Between 2022 and 2023, the Association repaired the structural foundations of at least three buildings affected by malfunction and also paid for the repair of interior damage to some affected members' separate interest units as a result. Foundation underpinning costs approached one-half million dollars. Numerous meetings were held with affected members including Plaintiff, the Association, its Management agents, and its legal counsel, in which members were assured the Association would make them whole.

63. In 2023, the Association performed and direct paid for interior repairs to 28717 Conejo View Drive following foundation repair.

64. In 2023, the Association reimbursed the owner of 28582 Conejo View Drive for their interior damage following foundation repair.

65. In December 2022, while patiently waiting for the Association to get to his building's repair, Plaintiff's property suffered damage the proximate cause of which being the foundation instability (sinking). To mitigate damages, Plaintiff was forced to contract and pay for the repairs himself and has sought reimbursement from the Association without closure.

66. Prior to the Association underpinning and raising the concrete foundation under Plaintiff's property in 2023, it performed numerous invasive interior inspections, and again on August 2, 2023, it sent its vendor to inspect and prepare an estimate to repair the unit's interior.

67. Since that time, the Association and DOEs 1 through 10 have unreasonably refused and failed to respond to requests for finality. Plaintiff communicated with the manager and the

1 vendor multiple times as instructed and was advised each time that the Association and DOEs 1
2 through 10 had not approved any repairs to his home. Rather than leave his family's residence in a
3 state of disrepair, Plaintiff was left with no choice but to work to mitigate his damages and has
4 caused to be performed necessary repairs temporarily bearing the significant financial burden
5 thereof.

6 68. The Association and DOEs 1 through 10 breached their duty regarding maintenance
7 and repair of common area. That breach caused damage to the separate interest units described
8 above. Plaintiff has been damaged in an amount to be proven at trial.

9 **EIGHTH CAUSE OF ACTION**

10 **Enforcement of Obligation to Maintain and Repair Common Area**

11 **(Against the Association and DOEs 1–10)**

12 69. Plaintiff incorporates the allegations in each of the preceding paragraphs as though
13 fully set forth herein.

14 70. Civil Code §4775 and the Association's Declaration require the Association to
15 maintain, repair, and replace the Project's common areas.

16 71. The Association defines its common area components to include, among other items,
17 roofs, carports, exterior wood trim, eave vents, vinyl fencing, patio sheds, and exterior paint.

18 72. Plaintiff possesses a deeded carport and a leased carport both under the same
19 contiguous roof. Plaintiff has advised the Association, on multiple occasions, that the carport roof
20 leaks and has requested repair. In 2023, the Association engaged a vendor to diagnose and provide
21 a repair estimate. The repair vendor confirmed the roof requires replacement. The Association
22 heretofore refuses to perform the necessary repairs. Plaintiff is precluded from independently
23 performing the repairs.

24 73. In 2022, the Association by and through a vendor, performed a property wide wood
25 destroying organism eradication and repair project. The Association replaced affected wood on
26 Plaintiff's carport structure but used visibly unmatched paint colors. In 2022, the Association
27 announced to its members that it would be painting the entire property in 2023 versus individually
28

fixing unmatched paint. Heretofore it has not done so. Plaintiff is precluded from performing the repairs.

74. Plaintiff has advised the Association, on multiple occasions, that eave vents around his property are, understandably, clogged by dust, dirt, and/or paint from prior exterior paint jobs it performed. The Association refuses to perform the necessary repairs. Plaintiff is precluded from performing the repairs.

75. Plaintiff has advised the Association, on multiple occasions, that the vinyl fencing surrounding his east and west patios are defective and collapsing. The Association engaged a vendor to diagnose and provide a repair estimate. The repair vendor confirmed the fencing requires replacement. Upon information and belief, the Association has repaired or replaced numerous other members' fences between 2022 and today. The Association agreed to repair or replace Plaintiff's defective fences when the foundation repair was complete but heretofore has not done so. Plaintiff is precluded from performing the repairs.

76. Plaintiff has advised the Association, on multiple occasions, that his Association managed patio shed door is misaligned and leaking and has mold growing in its doorframe. Upon information and belief, the Association has repaired numerous other members' misaligned, leaking and moldy doors and frames between 2022 and today. The Association refuses to perform Plaintiff's necessary repairs. Plaintiff is precluded from performing the repairs.

77. Plaintiff has advised the Association, on multiple occasions, that wood and stucco paint is missing and mismatched within and above his patios. The Association agreed to repair when the foundation repair was complete but did not and has not done so. Plaintiff is precluded from performing the repairs.

78. The Association has and continues to perform similar repairs on other properties and upon information and belief, refuses to repair Plaintiff's property in retaliation for Plaintiff bringing multiple successful legal claims against the Association in recent years and for voluntarily advocating for other members of the Association in their legal pursuits.

79. Plaintiff is entitled to an order directing the Association to properly discharge its

obligation to maintain and repair common areas indicated and to cease and desist from refusing to do so in retaliation for Plaintiff's exercise of his legal rights

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NINTH CAUSE OF ACTION

Enforcement of Bylaws

(Against the Association, Gittleman, Greico, and DOEs 1–10)

80. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

81. The Association's Bylaws provide at Article V, Section I, that "[t]he principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors."

82. Pursuant to California law, only members of a community association may serve on its board of directors and those members must also meet community association-imposed eligibility requirements to serve as directors.

83. Directors and Officers of a community association are entrusted with access to common funds, and confidential, sensitive, and private information and records relating to the association and its members.

84. Based on information and belief, contrary to its Bylaws and to the advice of its third-party manager, the Association (by and through its Board of Directors) willfully and intentionally appointed Gittleman—who is neither a director of the Association nor eligible to serve as a director of the Association—to serve as a corporate officer. Further, based on information and belief, Gittleman has received unfettered access to corporate records, bank accounts, and vendors such as management, legal counsel, accountants, and maintenance professionals.

85. Based on information and belief, contrary to its Bylaws and to the advice of its third-party manager, the Association (by and through its Board of Directors) willfully and intentionally appointed Greico—who is not a member of the Association, and neither a director of the Association

nor eligible to serve as a director of the Association—to serve as a corporate officer. Further, based on information and belief, Greico has received unfettered access to corporate records, bank accounts, and vendors such as management, legal counsel, accountants, and maintenance professionals.

86. Based on information and belief, non-member Greico has attended open Board meetings and served on an ad-hoc Finance Committee of the Association.

87. Gittleman and Greico have attended closed, private, and confidential executive sessions of the Board of Directors despite not being directors.

88. The Association and DOEs 1 through 10 have refused to comply with their legal obligations regarding officer qualifications and appointment.

89. Plaintiff is entitled to an order directing the Association and DOEs 1 through 10 to comply with their legal obligations and an injunction barring Gittleman and Greico from participating in the administration of the Association’s business.

TENTH CAUSE OF ACTION

Private Nuisance

(Against the Association, Martinez, and DOEs 1–10)

90. Plaintiff incorporates the allegations in each of the preceding paragraphs as though fully set forth herein.

91. The Association’s CC&Rs provide at Article XV, Section 15.7, that “...each Owner shall each have the right, but not the obligation, to enforce by any proceeding at law, in equity, or as otherwise available hereunder, all of the protective covenants, conditions, and restrictions now and hereafter imposed by the provisions of this Declaration and the Governing Documents as amended...”

92. Residents of the Project, including Martinez, have repeatedly and regularly engaged in acts on the Project’s common area which are prohibited by the Association’s governing documents, specifically its “Rules and Regulations Revised March 2019.” Those include, but are not necessarily limited to, loitering, congregating, allowing dogs off leash, and smoking and/or

vaping (the “Conditions”). The Association has a duty to maintain the common area in a reasonably safe condition and in a manner consistent with its own governing documents.

93. The Association, in its March 2024 newsletter, referred to smoking in the community as “SMOKING NUISANCE.”

94. Between 2021 and today, the Association has acted against other members for causing or permitting similar and same conditions to exist.

95. Plaintiff has on multiple occasions reported the Conditions to the Association through its management, Board, and legal counsel. The Association has failed and refused to act. Based on information and belief, it has failed to and refused to act because Martinez has acted in violent fashion toward its agents and is now acting as a director of the Association.

96. Martinez, through his affirmative conduct, and the Association, by knowing and refusing and failing to act, have caused or permitted the above described conditions to exist. Said conditions are harmful to health, offensive to the senses, and constitute an obstruction of the free use of property, so as to interfere with the comfortable enjoyment of life or property.

97. The conduct of Martinez in creating the Conditions was intentional and unreasonable or unintentional, but negligent and reckless. The Association’s conduct in failing to act, was intentional and unreasonable or unintentional, but negligent and reckless.

98. The Conditions have substantially interfered with Plaintiff’s use and enjoyment of his real property.

99. An ordinary person would reasonably be annoyed or disturbed by the conduct of the Association and Martinez.

100. Plaintiff was harmed.

101. The conduct of Martinez was a substantial factor in causing Plaintiff’s harm. The Association’s conduct was a substantial factor in causing Plaintiff’s harm.

102. The seriousness of the harm outweighs the public benefit of the Association’s conduct.

103. Martinez’s conduct constitutes a nuisance entitling Plaintiff to damages in an amount

to be proven at trial within the jurisdiction of this court, or an injunction directing Martinez to cease and desist from conduct giving rise to or creating the Conditions. The Association's failure and refusal to act has allowed and permitted a nuisance to exist and persist, entitling Plaintiff to damages in an amount to be proven at trial within the jurisdiction of this court, or an injunction directing the Association and DOEs 1 through 10 to comply with their legal obligation to exercise their power to abate the Conditions.

PRAYER

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

AS TO THE FIRST CAUSE OF ACTION

1. For an order directing the Association and DOEs 1 through 10 to deliver to Plaintiff one or more Civil Code §5655(b) compliant receipts reflecting all payments made to Plaintiff's owner account for a period of three years preceding the filing of this Complaint; and

2. For an order directing the Association and DOEs 1 through 10 to deliver to Plaintiff Civil Code §5655(b) compliant receipts going forward when payments are made to his owner account.

AS TO THE SECOND CAUSE OF ACTION

3. For a permanent injunction directing the Association and DOEs 1 through 10 to deliver advanced notice to Plaintiff via U.S. Mail at all addresses on file with the Association at any given time, of the following: a) the date of scheduled pesticide applications within the Project; b) the identity of any pesticides (including spray adjuvants, if applicable) by brand or common chemical name; and c) precautions to be observed as printed on the pesticide product labeling or included in applicable laws or regulations related to the entry of the treated area.

AS TO THE THIRD CAUSE OF ACTION

4. For an order directing the Association and DOEs 1 through 10 to: a) retain a Certified Public Accountant to perform an audit of its accounts for fiscal years 2022 and 2023; b) complete said audit within a commercially reasonable time but in no event later than 90-days following issuance of the order requested herein; and c) distribute copies of the audit to all members of the

Association by individual delivery pursuant to Civil Code §4040 within thirty days of receipt by the Association; and

5. For attorney fees pursuant to statute.

AS TO THE FOURTH CAUSE OF ACTION

6. For a judicial declaration, decree, and determination that the Association and DOEs 1 through 10 have an obligation to disclose records to any director, including Plaintiff;

7. For an order obligating the Association and DOEs 1 through 10 to disclose to the requested records; and

8. For attorney fees pursuant to statute.

AS TO THE FIFTH CAUSE OF ACTION

9. For an order directing the Association and DOEs 1 through 10 to deliver over to Plaintiff the full and complete records he requested on September 1, 2023, and December 16, 2023, via machine readable storage media (CD/DVD/USB Flash Storage) within a commercially reasonable time but in no event later than 30-days following issuance of the order requested herein;

10. For a civil penalty pursuant to Civil Code §5235 in the amount of \$500 for the denial of each separate request; and

11. For attorney fees pursuant to statute.

AS TO THE SIXTH CAUSE OF ACTION

12. For a judicial declaration, decree, and determination that the Association's policy of requiring each owner, including Plaintiff, to independently obtain an insurance policy naming the Association as an additional insured as a precondition to using the common area Clubhouse violates the Association's CC&Rs and is therefore unlawful.

AS TO THE SEVENTH CAUSE OF ACTION

13. For compensatory damages.

AS TO THE EIGHTH CAUSE OF ACTION

14. For an order directing the Association and DOEs 1 through 10 to:

a) Repair Plaintiff's carport roof leaks and mismatched paint;

b) Repair missing and mismatched wood and stucco paint within Plaintiff's east and west patios and within the airspace of Plaintiff's unit;

c) Repair Plaintiff's eave vents to proper function;

d) Replace the vinyl fences surrounding Plaintiff's east and west patios; and to

e) Repair Plaintiff's Association managed patio shed door function and perform mold remediation thereto; and

15. For attorney fees pursuant to statute.

AS TO THE NINTH CAUSE OF ACTION

16. For an order directing the Association and DOEs 1 through 10 to remove all non-directors from any principal officer role to which they have been elected or appointed; and

17. For attorney fees pursuant to statute.

AS TO THE TENTH CAUSE OF ACTION

18. For compensatory damages; or

19. For an injunction directing the Association and DOEs 1 through 10 to abate the Conditions.

AS TO ALL CAUSES OF ACTION

20. For recovery of costs; and

21. For such other relief as may be just and necessary.

Dated: October 24, 2024

MYERS, WIDDERS, GIBSON,
JONES & FEINGOLD, L.L.P.

By: 

James E. Perero
Attorneys for Plaintiff Douglas Kruschen

Exhibit 1

Mr. and Mrs. Douglas Kruschen

*P.O. Box 465
Agoura Hills, CA 91376*

September 1, 2023

Annandale Townhouse Association, Inc.
c/o Sunrise Property Management Group
9431 Haven Avenue, Suite 220
R. Cucamonga, CA 91730
(Via USPS FCM)

Re: Annandale Unit #253
Homeowner's Biannual Request for Records

Dear Managing Agent:

As you are aware, we made a similar request for records on June 1, 2023, however, Len Siegel requested that we withdraw our request to allow you more time to get acclimated to the contract. In good-faith we acquiesced and withdrew the request.

Since you have been provided 90-days, this correspondence serves as our written request for a copy of the following Association records dated June 1, 2021, through September 1, 2023, per the right all owner members have under Civil Code section 5200(a):

- General ledger.
- Budget comparisons.
- State and federal tax returns.
- Executed agreements (contracts, settlements, mutual releases, grants, donations, MOAs, MOUs) that bind the Association and/or its members to specific performance.
- Executed agreements (contracts, settlements, mutual releases, grants, donations, MOAs, MOUs) that provide for direct or indirect compensation from or to the Association.
- Written board approval of vendor and contractor proposals and invoices.

This correspondence serves as our written request for a copy of the following enhanced Association records dated June 1, 2021, through September 1, 2023, per the right all members have under Civil Code section 5200(b):

- Canceled checks for payments made by the Association, purchase orders approved by the Association, bank account statements for bank accounts in which assessments are deposited or withdrawn, credit card statements for credit cards issued in the name of the Association, statements for services rendered, and reimbursement requests submitted to the Association.

This correspondence serves as our written request for a copy of the following Association election materials dated June 1, 2021, through September 1, 2023, per the right all members have under Civil Code section 5200(c):

- Returned ballots, the voter list of names, parcel numbers, and voters to whom ballots were to be sent, proxies, nomination forms, and candidate registration lists.

This correspondence serves as our written request for a copy of the following non-redacted records per the right all members have under Civil Code section 5215(F):

- Exterior architectural plans, including security features, for each individual unit.

The corporation is required to keep and maintain minutes of Board meetings, member meetings, and committee meetings pursuant to Corporations Code section 8333 and members are entitled to inspection and copy thereof. This correspondence serves as our written request for a copy of the following records:

- Minutes of all non-executive open meetings of the Board of Directors since 1/2006.
- Minutes of all committee meetings of the Board of Directors since 1/2006.
- Minutes of all open member meetings of the Association since 1/2006.
- The legal notices and agendas for each.

Per Civil Code section 5205(h), we elect to receive the records electronically via machine-readable storage media (CD/DVD/USB Flash Storage) and agree to pay for the direct cost of producing the records in electronic format if the Association is now charging all members who request electronic records.

We agree per Civil Code section 5230 that the information will not be sold nor used for commercial purposes and we certify that the records are being requested for personal recordkeeping and discussion as lawful members of the Association.

While our request is voluminous, it is intended to limit the potential cost to us as outlined by Civil Code section 5205(g).

Thank you for your time, anticipated cooperation, and providing of the records within 30-days.

Sincerely,



Douglas Kruschen
Sharon Kruschen

Exhibit 2

Mr. and Mrs. Douglas Kruschen

P.O. Box 465
Agoura Hills, CA 91376

December 16, 2023

Annandale Townhouse Association, Inc.
c/o Sunrise Property Management Group
9431 Haven Avenue, Suite 221
R. Cucamonga, CA 91730
(Via email: info@sunrisepmg.com)
(Via USPS FCM)

Re: Annandale Unit #253
Members' Request for Association Records (FY2023)

Dear Annandale Townhouse Association:

We hereby request the following FY2023 Association Records as members in good standing of Annandale Townhouse Association pursuant to the right all members have under Civil Code section 5200:

- Annandale's FY2022 state and federal tax returns (completed in FY2023).
- Annandale's FY2022 CPA prepared "independent audit of the accounts of the Association" pursuant to the Bylaws, Article IV, Section 14 (completed in FY2023).
- Executed agreements (contracts, settlements, mutual releases, grants, donations, MOAs, MOUs) that bind the Association and/or its members to specific performance (10/20/23 through current).
 - *Including, but not limited to, Lordon's management contract.*
- Executed agreements (contracts, settlements, mutual releases, grants, donations, MOAs, MOUs) that provide for direct or indirect compensation from or to the Association (10/20/23 through current).
 - *Including, but not limited to, Lordon's management contract.*
- Written board approval of vendor and contractor proposals and invoices (10/20/23 through current).

We hereby request the following FY2023 Enhanced Association Records as members in good standing of Annandale Townhouse Association pursuant to the right all members have under Civil Code section 5200:

- Canceled checks for payments made by the Association, purchase orders approved by the Association, bank account statements for bank accounts in which assessments are deposited or withdrawn, credit card statements for credit cards issued in the name of the

Association, statements for services rendered, and reimbursement requests submitted to the Association (10/20/23 through current).

We hereby request the following FY2023 Election Materials, as they relate to the March 2023 vote to approve amended and restated Association Bylaws and CC&Rs, as members in good standing of Annandale Townhouse Association pursuant to the right all members have under Civil Code section 5200(c):

- Returned ballots, the voter list of names, parcel numbers, and voters to whom ballots were to be sent, proxies, and ballot receipt logs.

Per Civil Code section 5205(h), we elect to receive the records electronically via machine-readable storage media (CD/DVD/USB Flash Storage) and agree to pay for the direct cost of producing the records in electronic format if the Association is now charging every member who requests electronic records.

We agree per Civil Code section 5230 that the information will not be sold nor used for commercial purposes and we certify that the records are being requested for personal recordkeeping and public discussion thereof as members in good standing of the Association.

Thank you for your anticipated cooperation in providing the requested records within the very short statutorily prescribed timeframe(s).

Sincerely,



Douglas Kruschen



Sharon Kruschen

cc: James Perero, Esq.

Exhibit 3



From: Victor Martinez vulturevic@gmail.com
Subject: Re: 12/16/23 - Annandale Members' Records Request
Date: December 17, 2023 at 2:32 PM
To: Doreen Murray [REDACTED]
Cc: Jeff Atkinson jeffatkinson56@gmail.com, James G jdgrossman18@gmail.com, Anthony.wagner@sbcglobal.net, Scott Perl scottperl@gmail.com, Leonard Siegel lsiegel@kgsowlaw.com

Hello,

I see the response from the Association falling along these lines.

"As you are well aware, having served three (3) years on the previous board , you, Jenni, Will, and Mo were responsible for maintaining all the records you are requesting. You guys failed miserably!

Due to your gross incompetence and lack of integrity, the taxes have yet to be paid for FYI 2022 and the audit is impossible to complete.

You're obviously entitled to the information you requested, and when this newly elected board has had time to parse through this clusterfuck of an administrative nightmare you guys left us, we'll get something to you. Until then, kindly STFU.

Sincerely,
All other 291 shareholders"

There may be a word or two in need of a thesaurus, but it is the truth.

Thank you,
Victor Martinez

On Dec 16, 2023, at 2:15 PM, Doreen Murray <info@sunrisepmg.com> wrote:

Get [Outlook for iOS](#)

From: [REDACTED]
Sent: Saturday, December 16, 2023 2:11:55 PM
To: Doreen Murray [REDACTED]
Cc: [REDACTED]
Subject: 12/16/23 - Annandale Members' Records Request

Request for Association records per Civil Code section 5200 is attached.
Thank you for your anticipated assistance and compliance.

Best,

Douglas and Sharon Kruschen
<2023-12-16 Records Request.pdf>