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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF CONTRA COSTA

11 Tommy Redwood and Ollie Redwood,
12 Plaintiffs,

13 vs.

14 James Walker, Dena Williams, Senior Care
15 Advocates, Inc., and Does 1 through 20,
16 Defendants.

Case No. C07-01556

COMPLAINT FOR:

1. Elder Financial Abuse (W & I § 15610.30)
2. Fraud
3. Negligent Misrepresentation
4. Violation of Consumers' Legal Remedies Act (CC § 1750)
5. Violation of Unfair Competition Law (B & P § 17200)

17 **PRELIMINARY ALLEGATIONS**

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19 1. At all times mentioned, Plaintiffs were natural persons over the age of 18 years.
20 Plaintiff Ollie Redwood (Ollie) is an incompetent person, and her husband, Tommy Redwood
21 (Tommy), has been duly appointed guardian ad litem to prosecute this action on her behalf.

22 2. Defendants James Walker (Walker) and Dena Williams (Williams) are natural
23 persons. Defendant Senior Care Advocates, Inc. ("SCA") is business entity of unknown form.

24 3. The true names and capacities of Defendants sued as Does are unknown, and
25 Plaintiffs will amend this complaint to show their true names and capacities when this information
26 is ascertained. Each Doe defendant is in some manner responsible for the damages alleged pursuant
27 to each cause of action asserted, either through its own conduct, or vicariously through the conduct
28 of others. All further references in this complaint to any of the named defendants, or to Defendants

1 generally, shall include such fictitiously named defendants.

2 4. At all times mentioned, each defendant was an agent, servant, employee, partner, and
3 joint venturer of each and every other defendant and was acting within the course and scope of this
4 relationship. The conduct of each defendant was ratified by each and every other defendant.

5 5. This court is the proper court in which to bring this action because Plaintiffs
6 sustained injury within its jurisdiction, and one or more defendants are located within its
7 jurisdiction.

8 **GENERAL ALLEGATIONS**

9 6. Paragraphs 1 through 5 are incorporated by reference.

10 7. Tommy Redwood was born on November 6, 1930, and was 76 years old at the time
11 of the events alleged in this complaint. Plaintiff Ollie Redwood was born on February 1, 1936, and
12 was 71 years old at the time of the events alleged in this complaint. In 2000 and 2006, Ollie suffered
13 strokes and is now bedridden and uses a wheelchair. Tommy is retired and is the primary caretaker
14 of Ollie.

15 8. Prior to June 4, 2007, Defendants telephoned Plaintiffs and explained that
16 Defendants provided a service assisting elders in advantageously arranging their assets. During that
17 telephone call, Defendants arranged for Williams to visit Plaintiffs at their home located at 6047
18 Arlington Blvd. in Richmond.

19 9. On June 4, 2007, Williams visited Plaintiffs at their home. Tommy told her that
20 Plaintiffs were concerned that Ollie would require institutionalization in a skilled nursing facility
21 and that he was concerned about paying this expense. Williams questioned Tommy and obtained a
22 variety of personal information about Plaintiffs, including information regarding Plaintiffs' marital
23 status, health, ownership of their home, the nature and extent of their assets. Williams obtained from
24 Plaintiffs copies of various documents. After reviewing this information, Williams told Tommy that
25 Defendants could help Plaintiffs avoid paying for skilled nursing care by rendering Plaintiffs
26 eligible for Medi-Cal benefits. Williams instructed Tommy to deliver to her a check, made payable
27 to SCA, in the amount \$19,975 for such services.

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2 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**
3 **(Elder Financial Abuse)**

4 10. Paragraphs 1 through 9 are incorporated by reference.

5 11. Defendants made various representations to Plaintiffs that by purchasing the services
6 of Defendants, Plaintiffs' assets could be restructured such that Plaintiffs would become eligible for
7 Medi-Cal benefits. As a direct result of these representations, Plaintiffs paid Defendants \$19,975.
8 The services offered by Defendants to Plaintiffs, if any, were of no value to Plaintiffs, or if of any
9 value, were of a value far less than the amount paid. In addition, these services were incorrect,
10 improper, ineffective, and illegal. In engaging in such conduct, Defendants took, secreted,
11 appropriated, and retained the property of Plaintiffs, elders, to a wrongful use within the meaning of
12 Welfare & Institutions Code § 15610.30. Defendants engaged in such conduct either directly, or
13 assisted others in such conduct.

14 12. In engaging in such conduct, Defendants intended to defraud Plaintiffs within the
15 meaning of Welfare & Institutions Code § 15610.30.

16 13. As a direct and proximate cause of Defendants' wrongful conduct, Plaintiffs have
17 been deprived of their property, namely their money, have sustained related damages of loss of
18 income on that money, and have incurred attorney's fees and costs.

19 14. In addition to all other remedies provided by law, Plaintiffs are entitled to recover
20 reasonable attorney's fees and costs for financial abuse pursuant to Welfare & Institutions Code §
21 15657.5.

22 15. Defendants' conduct constituted oppression, fraud, and malice in the commission of
23 the financial abuse and Plaintiffs are entitled to recover damages for the sake of example and by
24 way of punishing Defendants for financial abuse pursuant to Civil Code § 3294.

25 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**
26 **(Fraud)**

27 16. Paragraphs 1 through 15 are incorporated by reference.

28 17. The representations which Defendants made to Plaintiffs regarding the ability of
Defendants to restructure Plaintiffs' assets so as to qualify Plaintiffs for Medi-Cal benefits were

1 false, misleading, and misrepresented both the law and Defendants' intent.

2 18. The false and misleading statements of Defendants were material to Plaintiffs'
3 decision to pay Defendants, and Plaintiffs relied to their detriment on them by paying Defendants
4 \$19,975.

5 19. Defendants knew that these statements were false and misleading and that Plaintiffs
6 would rely upon them to their detriment, and Defendants thereby intended to defraud Plaintiffs.

7 20. As a direct and proximate result of Defendants' wrongful conduct, Plaintiffs suffered
8 damages as alleged herein.

9 21. Defendants' conduct constituted oppression, fraud, and malice, and Plaintiffs are
10 entitled to recover damages for the sake of example and by way of punishing Defendants pursuant
11 to Civil Code § 3294.

12 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**
13 **(Negligent Misrepresentation)**

14 22. Paragraphs 1 through 21 are incorporated by reference.

15 23. In providing Plaintiffs with advice, Defendants owed Plaintiffs a duty to provide
16 them with accurate advice which was in Plaintiffs' best interests. Defendants acted negligently and
17 unreasonably and breached this duty by advising Plaintiffs to purchase Defendants' services to
18 restructure Plaintiffs' assets so as to become eligible for Medi-Cal benefits.

19 24. As a direct and proximate result of Defendants' wrongful conduct, Plaintiffs suffered
20 damages of not less than \$19,975.

21 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
22 **(Violation of Consumers' Legal Remedies Act (CC § 1750))**

23 25. Paragraphs 1 through 24 are incorporated by reference.

24 26. Defendants violated the Consumers' Legal Remedies Act by engaging in unfair or
25 deceptive acts or practices by doing the following: (1) using deceptive representations in connection
26 with their services by, among other things, representing that the services were worth \$19,975 when
27 the services were of nominal or no value; (2) representing that the services have characteristics and
28 benefits which they do not have by misrepresenting the Medi-Cal planning eligibility of Plaintiffs;

1 (3) representing that the services are of a particular standard or quality when the services are of a
2 different standard or quality; and (4) inserting an unconscionable provision in the contract, namely a
3 price of \$19,975.

4 27. As a direct result of Defendants' unfair or deceptive acts or practices, Plaintiffs have
5 been deprived of their money and property and have sustained damages of not less than \$19,975.

6 28. Defendants' wrongful conduct constituted oppression, fraud, and malice and
7 Plaintiffs are entitled to recover damages for the sake of example and by way of punishing
8 Defendants pursuant to Civil Code § 3294.

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10 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**
11 **(Violation of Unfair Competition Law – B & P § 17200 *et seq.*)**

12 29. Paragraphs 1 through 28 are incorporated by reference.

13 30. Defendants' conduct as alleged in this complaint constitutes unfair, unlawful, or
14 fraudulent acts or practices within the meaning of Business & Professions Code § 17200 *et seq.*

15 31. Specifically, Defendants engaged in unfair, unlawful, or fraudulent acts or practices
16 by: making statements likely to deceive Plaintiffs as to the terms, value, suitability, desirability, and
17 appropriateness of the services offered by Defendants; employing advertising and other promotional
18 devices which misled Plaintiffs as to the terms, value, suitability, desirability, and appropriateness
19 of the services offered by Defendants; and otherwise engaging in unfair, unconscionable, and illegal
20 conduct.

21 32. As a direct result of Defendants' unfair, unlawful, or fraudulent acts or practices,
22 Plaintiffs were deprived of their money and property. As a further direct result of Defendants'
23 unfair, unlawful, or fraudulent acts or practices, Plaintiffs are entitled to restitution.

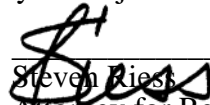
24 33. Plaintiffs seek injunctive relief against further acts and practices by Defendants
25 constituting unfair competition in violation of Business & Professions Code § 17200. The legal
26 remedy of damages is inadequate because recovering damages will not prevent the ongoing harm
27 caused by Defendants' continued unfair business practices.

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

1. Elder Financial Abuse (W & I Code § 15610.30):

- 1 a. Compensatory damages according to proof;
- 2 b. Reasonable attorney's fees and costs according to proof;
- 3 c. Punitive damages according to proof;
- 4 d. Treble damages pursuant to CC § 3345;
- 5 2. Fraud:
 - 6 a. Compensatory damages according to proof;
 - 7 b. Punitive damages according to proof;
 - 8 c. Treble damages pursuant to CC § 3345;
- 9 3. Negligent misrepresentation:
 - 10 a. Compensatory damages according to proof;
- 11 4. Violation of the Consumers' Legal Remedies Act (CC § 1750):
 - 12 a. Compensatory damages according to proof;
 - 13 b. Punitive damages according to proof;
 - 14 c. Treble damages pursuant to CC § 3345;
- 15 5. Violation of Unlawful Competition Law (B & P § 17200):
 - 16 a. Compensatory damages according to proof;
 - 17 b. Punitive damages according to proof;
 - 18 c. Treble damages pursuant to CC § 3345;
 - 19 d. For preliminary and permanent injunctive relief prohibiting defendants from
 - 20 engaging in further acts of unfair competition;
 - 21 e. Reasonable attorney's fees and costs according to proof;
- 22 6. Interest pursuant to CC §§ 3287 and 3288;
- 23 7. Costs pursuant to CCP § 1032; and
- 24 8. For such further relief as the court may deem just.

25 Dated: July 25, 2007



Steven Riess
Attorney for Redwood

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