

SEP 08 2026

VERONICA D. FIELDS, Plaintiff in Pro Per  
JESUS MARIA REYES, Plaintiff in Pro Per  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA

VERONICA D. FIELDS and  
JESUS MARIA REYES,

Plaintiffs,

CHRISTINA VELASCO,

Defendant.

Case No.: \_\_\_\_\_

Dept.: \_\_\_\_\_

**COMPLAINT FOR:**

- 1. DECLARATORY RELIEF CONCERNING  
CIVIL CODE § 1946.2**
- 2. RETALIATION UNDER CIVIL CODE §  
1942.5**
- AND REQUEST FOR TEMPORARY,  
PRELIMINARY, AND PERMANENT  
INJUNCTIVE RELIEF**

Plaintiffs VERONICA D. FIELDS and JESUS MARIA REYES ("Plaintiffs"), appearing in propria persona, allege:

**I. NATURE OF THE ACTION**

1. This action concerns Plaintiffs' residential tenancy at 1171 Richmond Road, Santa Paula, California 93060 ("Premises") and Defendant Christina Velasco's August 26, 2026 Notice of Termination of Tenancy asserting owner/family occupancy as the basis for terminating Plaintiffs' tenancy.

2. Plaintiffs seek a judicial determination of whether the asserted owner/family occupancy termination complies with Civil Code section 1946.2.

3. Approximately twenty days before issuance of the termination notice, Plaintiffs documented in a contemporaneous written communication to Defendant that another residential unit at the same property had already become vacant.

1 4. Civil Code section 1946.2(b)(2)(A)(iii) provides that the owner/family occupancy provision does  
2 not apply if a vacancy of a similar unit already exists at the property.

3 5. Plaintiffs contend that the preexisting vacancy creates a substantial dispute concerning whether  
4 Defendant was legally entitled to terminate Plaintiffs' tenancy on the asserted owner/family  
5 occupancy ground.

6 6. The termination also followed documented communications between Plaintiffs and Defendant  
7 concerning maintenance and tenancy matters, including plumbing, pests, a clothes-dryer exhaust  
8 duct, yard maintenance, rent records, and related issues.

9 7. Plaintiffs contend that the timing and surrounding circumstances additionally support a claim  
10 under Civil Code section 1942.5.

11 8. Plaintiffs seek declaratory and injunctive relief so these issues may be adjudicated before  
12 Plaintiffs are displaced pursuant to the challenged termination.

13 9. Plaintiffs further seek, to the extent within the Court's equitable authority, an order tolling or  
14 suspending the running and legal effect of the August 26, 2026 Notice of Termination of Tenancy  
15 during any period in which enforcement of that notice is restrained by temporary or preliminary  
16 injunctive relief, so that the notice does not expire solely through passage of time while Defendant is  
17 judicially restrained from enforcing it.

18 10. Alternatively, if the Court determines that formal tolling of the notice period is not appropriate,  
19 Plaintiffs request such other equitable relief as is necessary to prevent Defendant from relying upon  
20 expiration of the notice during the period of injunctive restraint to defeat the effectiveness of the  
21 Court's preservation order.

## 22 **II. PARTIES**

23 11. Plaintiff VERONICA D. FIELDS is, and at all relevant times was, a residential tenant or lawful  
24 occupant of the Premises.

25 12. Plaintiff JESUS MARIA REYES is, and at all relevant times was, a residential tenant or lawful  
26 occupant of the Premises.

27 13. Defendant CHRISTINA VELASCO ("Defendant") is the person who has acted as Plaintiffs'  
28 housing provider and to whom Plaintiffs have paid or tendered rent.

14. On August 26, 2026, Plaintiffs received a letter identifying Bravo Realty and Pete Castellon Jr. as  
newly responsible for property-management matters. Neither Bravo Realty nor Pete Castellon Jr. is  
named as a defendant in this action.

## **III. JURISDICTION AND VENUE**

1 15.This Court has jurisdiction because this action concerns rights arising under California law and  
2 seeks declaratory and equitable relief concerning residential real property located within Ventura  
3 County.

4 16.Venue is proper in Ventura County because the Premises are located at 1171 Richmond Road,  
5 Santa Paula, California 93060, and the conduct underlying this action occurred substantially within  
6 Ventura County.

7 17.An actual and present controversy exists between Plaintiffs and Defendant concerning the  
8 validity and enforceability of the August 26, 2026 termination notice and Plaintiffs' right to  
9 continued possession.

#### 10 IV. THE TENANCY

11 18.Plaintiffs reside at the Premises and have occupied the Premises for more than twelve months.

12 19.Plaintiffs' monthly rent is approximately \$2,700.

13 20.Plaintiffs have paid or tendered rent during the tenancy and are prepared to continue timely  
14 tendering rent legally due while this controversy is adjudicated, subject to the final-month rent  
15 waiver stated in Defendant's termination notice and any order of the Court.

16 21.On August 26, 2026, Plaintiffs received a written property-management notice from Bravo  
17 Realty.

18 22.The letter identifies a rental agreement dated January 11, 2024 and states that all other terms of  
19 the rental agreement remain unchanged.

20 23.Plaintiffs presently do not possess a complete copy of that rental agreement.

21 24.Plaintiffs therefore do not allege that the agreement contains or lacks any particular provision that  
22 Plaintiffs cannot presently establish.

#### 23 V. THE PREEXISTING VACANT RESIDENTIAL UNIT

24 25.Before Defendant issued the challenged termination notice, another residential unit at the same  
25 property had become vacant.

26 26.On August 6, 2026, Plaintiffs sent Defendant a written text message concerning parking at the  
27 property.

28 27.Plaintiffs stated: "We noticed the tenants in the other half of the complex have moved out . . . ."

29 28.Plaintiffs explained that the former occupants previously had multiple vehicles using available  
30 parking spaces and that their departure had left those spaces unused.

31 29.Plaintiffs therefore requested permission to use an additional parking space.

1 30.This communication was sent approximately twenty days before issuance of the August 26  
2 termination notice.

3 31.The August 6 statement concerning the vacancy arose in an unrelated parking discussion and was  
4 not created for purposes of this litigation.

5 32.Plaintiffs have lawfully observed and photographed the exterior of the other residential unit.

6 33.Based upon Plaintiffs' personal observations and knowledge, it is a separate residential unit  
located at the same property.

7 34.Plaintiffs have continued to observe circumstances consistent with that unit remaining vacant  
8 after the former occupants moved out.

9 35.Plaintiffs have not entered the vacant unit to inspect its interior.

10 36.Plaintiffs therefore presently lack complete information concerning its precise interior square  
11 footage, bedroom and bathroom count, floor plan, and other characteristics potentially relevant to  
12 whether it constitutes a "similar unit" under Civil Code section  
1946.2.

13 37.Such information may be established through property records, prior leases, rental  
14 advertisements, photographs, floor plans, or other evidence available through Defendant or ordinary  
15 discovery.

16 **VI. THE AUGUST 26, 2026 TERMINATION**

17 38.On or about August 26, 2026, Defendant caused a Notice of Termination of Tenancy concerning  
18 Plaintiffs' tenancy to be delivered or posted at the Premises.

19 39.Plaintiffs possess photographs depicting the notice posted at the Premises.

20 40.Plaintiffs subsequently received a mailed copy of the termination documents.

21 41.The notice identifies October 26, 2026 as the asserted termination date.

22 42.The notice states that Plaintiffs' tenancy is subject to the Tenant Protection Act and identifies  
"Family Move-In" as the asserted no-fault just cause.

23 43.The accompanying family-move-in disclosure identifies Margarita Velasco, described as  
24 "Grandmother," and Felix Velasco, described as "Grandfather," as the intended occupants.

25 44.The termination notice states that \$2,700 in final-month rent will be waived.

26 45.Plaintiffs therefore do not allege that the face of the notice entirely omits the relocation benefit  
required for a qualifying no-fault termination.

27 46.Plaintiffs instead dispute whether the owner/family occupancy ground was legally available  
28 under the circumstances existing when Defendant issued the notice.

**VII. THE PREEXISTING VACANCY DIRECTLY AFFECTS THE ASSERTED JUST CAUSE**

47.Civil Code section 1946.2 limits termination of covered residential tenancies to specified forms of just cause.

48.Owner or qualifying-family occupancy may constitute no-fault just cause when the statutory requirements are satisfied.

49.Civil Code section 1946.2(b)(2)(A)(iii), however, provides that the owner/family occupancy provision does not apply if the intended occupant occupies another rental unit at the property or if a vacancy of a similar unit already exists at the property.

50.Plaintiffs allege that another residential unit at this property was already vacant before August 26, 2026.

51.Whether that preexisting vacant residential unit constitutes a “similar unit” is therefore a material factual issue directly affecting whether Defendant could rely upon owner/family occupancy as the asserted just cause for termination.

52.Plaintiffs seek adjudication of that issue from competent evidence.

53.Civil Code section 1946.2(g) provides that an owner’s failure to comply with any provision of section 1946.2 renders the written termination notice void.

**VIII. ADDITIONAL SECTION 1946.2 REQUIREMENTS**

54.Civil Code section 1946.2 imposes additional requirements upon an owner/family occupancy termination.

55.Defendant’s disclosure identifies Margarita Velasco and Felix Velasco and describes their asserted relationships.

56.Plaintiffs do not presently allege that those relationships are false.

57.Plaintiffs instead seek the proof contemplated by section 1946.2 so that the qualifying relationship and ownership supporting the termination may be established rather than assumed.

58.Because the rental agreement is identified as dating from January 2024, the written-agreement requirements of Civil Code section 1946.2(b)(2)(A)(ii) are also relevant.

59.Defendant’s termination documents represent that Plaintiffs previously agreed to an applicable owner/family occupancy provision and reference a January 2024 C.A.R. form.

60.Plaintiffs presently lack the complete rental agreement.

61.Plaintiffs therefore do not allege that the required provision is absent.

62.Plaintiffs seek preservation and production of the agreement so that its actual terms and applicability can be determined.

**IX. PRETERMINATION MAINTENANCE AND TENANCY COMMUNICATIONS**

63.Before issuance of the August 26 termination, Plaintiffs communicated with Defendant regarding several maintenance and tenancy matters.

64.On or about June 3, 2026, Plaintiffs reported that a bathtub spout continued releasing a noticeable stream of water despite an attempt to shut off the fixture.

65.Defendant responded, requested photographs, and informed Plaintiffs that a maintenance worker would be dispatched.

66.Plaintiffs do not allege that Defendant ignored this particular plumbing complaint. The communication nevertheless documents a maintenance complaint preceding the termination.

67.On or about July 26, Plaintiffs informed Defendant that Plaintiffs had themselves trimmed foliage and shrubs that had become overgrown.

68.Defendant responded by thanking Plaintiffs.

69.On or about July 28, Plaintiffs and Defendant communicated concerning an ant problem.

70.Defendant recommended that Plaintiffs obtain TERRO liquid ant bait.

71.Plaintiffs do not allege that this recommendation, standing alone, conclusively establishes a violation of California's tenantability statutes.

72.The communication establishes that a pest concern was communicated to Defendant and documents Defendant's response.

73.The same exchange concerned a separate maintenance issue involving the clothes-dryer exhaust duct running underneath the dryer/house.

74.Defendant stated that the handyman believed replacement was unnecessary but could clean the exhaust and would become available in approximately two weeks.

75.Plaintiffs allege from personal knowledge that the promised servicing had not occurred before Defendant issued the August 26 termination notice.

76.On August 10, Plaintiffs sent Defendant another written communication concerning several tenancy matters.

77.Plaintiffs requested rent receipts or a payment history, sought a response concerning parking, and requested clarification concerning recurring yard maintenance.

1 78. Defendant responded that parking would remain governed by the lease, stated that foliage work  
2 would occur during the third week of the month, stated that a receipt of rent paid would be mailed,  
3 and directed future rent payments to a Camarillo post-office box.

4 79. Sixteen days later, Defendant issued the challenged owner/family move-in termination.

#### 5 **X. FIRST CAUSE OF ACTION**

6 **DECLARATORY RELIEF CONCERNING CIVIL CODE § 1946.2 Against Defendant Christina Velasco**

7 80. Plaintiffs incorporate paragraphs 1 through 79.

8 81. An actual controversy exists between Plaintiffs and Defendant concerning their respective rights  
9 and obligations under Civil Code section 1946.2.

10 82. Defendant asserts through the August 26 notice that Plaintiffs' tenancy may be terminated  
11 because qualifying family members intend to occupy the Premises.

12 83. Plaintiffs dispute the validity and enforceability of that termination.

13 84. Another residential unit at the property was already vacant before Defendant issued the  
14 termination notice.

15 85. Civil Code section 1946.2(b)(2)(A)(iii) makes a preexisting vacancy of a "similar unit" directly  
16 material to the availability of owner/family occupancy as just cause.

17 86. A judicial determination is therefore necessary concerning whether the other vacant residential  
18 unit constitutes a similar unit and whether Defendant was legally entitled to invoke owner/family  
19 occupancy as the basis for terminating Plaintiffs' tenancy.

20 87. Additional controversy exists concerning Defendant's compliance with other applicable  
21 requirements of section 1946.2, including the written authorization applicable to a post-July-2020  
22 tenancy and qualifying ownership and relationship requirements, to the extent those matters remain  
23 disputed after the relevant evidence is produced.

24 88. Plaintiffs seek a declaration of their rights under section 1946.2 and a determination of whether  
25 the August 26 termination notice is valid and enforceable.

#### 26 **XI. SECOND CAUSE OF ACTION**

27 **RETALIATION — CIVIL CODE § 1942.5 Against Defendant Christina Velasco**

28 89. Plaintiffs incorporate paragraphs 1 through 88.

90. Before issuance of the termination notice, Plaintiffs lawfully and peaceably communicated with  
Defendant regarding maintenance and tenancy conditions.

1 91. These communications included a plumbing problem, a pest concern, the clothes-dryer exhaust  
2 duct, and recurring property-maintenance matters.

3 92. Civil Code section 1942.5 prohibits specified retaliatory conduct against tenants and prohibits a  
4 lessor from causing a tenant to quit involuntarily for the purpose of retaliating because the tenant  
5 lawfully and peaceably exercised rights under law.

6 93. Plaintiffs allege that the chronology and surrounding circumstances support an inference that  
7 retaliation was a motivating purpose behind Defendant's decision to terminate the tenancy.

8 94. Plaintiffs do not allege that temporal proximity alone establishes retaliation.

9 95. The termination occurred shortly after documented tenancy-related communications and at a time  
10 when another residential unit at the property had already become vacant, creating a substantial  
11 question concerning whether the particular statutory ground selected for terminating Plaintiffs'  
12 tenancy was legally available.

13 96. Plaintiffs allege that these circumstances, considered together, warrant adjudication of whether  
14 the asserted owner/family occupancy basis was genuine and legally available and whether retaliatory  
15 purpose contributed to Defendant's decision to cause Plaintiffs to quit.

16 97. Plaintiffs seek relief available under Civil Code section 1942.5 to the extent established by the  
17 evidence.

## 18 **XII. BASIS FOR INJUNCTIVE AND TOLLING RELIEF**

19 98. Plaintiffs incorporate paragraphs 1 through 97.

20 99. Plaintiffs face threatened loss of possession of their residence pursuant to a termination whose  
21 statutory validity is presently disputed.

22 100. The Premises and the challenged August 26 termination notice are direct subjects of this action.

23 101. If Plaintiffs are displaced before the Court determines whether Defendant possessed a lawful  
24 statutory basis for terminating the tenancy, the event Plaintiffs seek to prevent will already have  
25 occurred.

26 102. Residential displacement would require Plaintiffs to obtain replacement housing, satisfy  
27 screening and income requirements, produce deposits and moving expenses, coordinate household  
28 and employment obligations, transport their possessions, and reorganize their household before  
adjudication of the underlying controversy.

103. Monetary relief after displacement would not completely restore the status quo existing before  
Plaintiffs lost possession of their home.

1 104. Plaintiffs are prepared to continue timely tendering rent legally due during adjudication, subject  
2 to the final-month rent waiver contained in Defendant's termination notice and any order of the  
3 Court.

4 105. Plaintiffs therefore seek temporary and preliminary injunctive relief preserving the status quo  
5 while this action is adjudicated.

6 106. Because the termination notice states an October 26, 2026 termination date, merely restraining  
7 enforcement while permitting the notice period and its asserted legal effect to continue running  
8 could allow the notice to expire during the period of judicial restraint.

9 107. If Defendant could immediately rely upon that expiration when the restraint ends, Plaintiffs  
10 contend that the effectiveness of the requested status-quo relief could be substantially undermined.

11 108. Code of Civil Procedure section 526 permits injunctive relief where conduct during litigation  
12 threatens irreparable injury or tends to render the eventual judgment ineffectual.

13 109. Plaintiffs therefore request, to the extent within the Court's equitable authority, that the Court  
14 toll or suspend the running and legal effect of the August 26 termination notice during any period in  
15 which its enforcement is restrained.

16 110. Alternatively, if the Court declines to characterize such relief as tolling, Plaintiffs request an  
17 order preventing Defendant from relying upon expiration occurring solely during the period of  
18 judicial restraint to immediately obtain possession, except pursuant to further lawful notice, judicial  
19 process, or further order as the Court determines appropriate.

20 111. Plaintiffs also seek permanent injunctive relief to the extent warranted by the ultimate  
21 determination of their claims.

### 22 **XIII. PRESERVATION OF EVIDENCE**

23 112. Evidence material to this controversy may be within Defendant's possession or control.

24 113. Material evidence includes:

- 25 a. the January 2024 rental agreement and referenced addenda;
- 26 b. records concerning the other residential unit, including its characteristics, prior tenancy, vacancy,  
27 advertisements, photographs, floor plans, or other descriptive records;
- 28 c. communications and records concerning the decision to issue the August 26 termination;
- d. evidence concerning the intended occupants and their asserted qualifying relationship;
- e. ownership records or documents relevant to Civil Code section 1946.2;
- f. communications concerning Plaintiffs' maintenance complaints; and
- g. records concerning preparation and service of the termination notice.

1 114. Plaintiffs request preservation of material evidence pending adjudication and ordinary civil  
2 discovery.

3 **XIV. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs request judgment against Defendant Christina Velasco as follows:

5 1. For a declaration of Plaintiffs' and Defendant's respective rights and obligations under Civil Code  
6 section 1946.2;

7 2. For a declaration determining whether the August 26, 2026 Notice of Termination of Tenancy is  
8 valid and enforceable;

9 3. For a determination whether the residential unit that was vacant before issuance of the termination  
10 constitutes a "similar unit" within Civil Code section 1946.2(b)(2)(A)(iii);

11 4. If noncompliance with section 1946.2 is established, for a declaration that the challenged  
12 termination notice is void as provided by law;

13 5. For temporary and preliminary injunctive relief preserving the status quo and restraining  
14 enforcement of the challenged August 26, 2026 termination while its validity is adjudicated, to the  
15 extent permitted by law;

16 6. To the extent within the Court's equitable authority, for an order tolling or suspending the running  
17 and legal effect of the August 26, 2026 Notice of Termination of Tenancy during any period in  
18 which its enforcement is restrained by a TRO, preliminary injunction, or other order of this Court;

19 7. Alternatively, if formal tolling is not ordered, for such equitable relief as is necessary to prevent  
20 expiration occurring during the period of judicial restraint from rendering the Court's preservation  
21 order ineffectual, including an order that Defendant may not rely solely upon such expiration to  
22 immediately obtain possession without whatever further lawful notice, judicial process, or order the  
23 Court determines necessary;

24 8. For permanent injunctive relief to the extent warranted following adjudication;

25 9. For relief available under Civil Code section 1942.5 to the extent retaliation is established;

26 10. For appropriate preservation of material evidence;

27 11. In connection with any temporary restraining order or preliminary injunction, for an order  
28 dispensing with an undertaking based upon Plaintiffs' financial inability to furnish substantial  
security, to the extent authorized by law;

12. Alternatively, if the Court requires an undertaking under Code of Civil Procedure section 529, for  
an order fixing the undertaking at the lowest amount the Court determines appropriate under the  
circumstances;

1 13. For waiver of court fees and costs only to the extent authorized by a separately submitted and  
2 granted Judicial Council fee-waiver request;

3 14. For costs of suit to the extent permitted by law; and

4 15. For such other and further relief as the Court deems just and proper.

5 Dated: 09/08/2026

6 **VERONICA D. FIELDS**

7 Plaintiff in Pro Per

8 **JESUS MARIA REYES**

9 Plaintiff in Pro Per  
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