

1 JARED KRAUSE
2 1071 Dominion Road
3 Ojai, CA 93023
4 415-871-1845
5 JaredKrause@gmail.com

JAN 08 2026

6 Plaintiff in *Pro Per*
7
8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

9 JARED KRAUSE, an individual,

No.:

10 Plaintiff,

COMPLAINT FOR:

11 vs.

12 CAROLE GRAY, an individual; DARCY
13 GRAY, an individual; and DOES 1 through 20,
14 inclusive,

1. FRAUD;

2. BREACH OF DUTY TO DISCLOSE;
3. BREACH OF FIDUCIARY DUTY; AND
4. NEGLIGENCE.

15 Defendants.

16 Plaintiff alleges:

17 1. Plaintiff, JARED KRAUSE, ("Plaintiff" or "KRAUSE"), is, and at all times herein
18 mentioned was, an individual residing in the State of California, County of Ventura.

19 2. On information and belief, Defendant, Defendant, CAROLE GRAY ("CAROLE"),
20 is, and at all times mentioned in this complaint was an individual residing in the State of California.

21 3. On information and belief, Defendant, DARCY GRAY ("DARCY"), is, and at all
22 times mentioned in this complaint was an individual residing in the State of California.

23 4. Defendants DOES 1-20, inclusive, are sued in this complaint under fictitious names.
24 Their true names and capacities are unknown to Plaintiff. When their true names and capacities are
25 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities in this
26 complaint. Plaintiff is informed and believes and thereon alleges that each of these fictitiously
27 named defendants claim some right, title, estate, lien, or interest in the described property adverse to
28 Plaintiff's title; that each of them is responsible in some manner for the (threatened) wrongful

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1 conduct alleged; and that their claims, and each of them, constitute a cloud on Plaintiff's title to that
2 property.

3 5. In or about 2022, Plaintiff purchased the real property located at 1071 Dominion Rd,
4 Ojai, CA 93023 (the "Property") from Defendants CAROLE and DARCY (collectively "Sellers" or
5 "GRAY"). Ms. Donna Sallen was the California real estate agent, and RE/MAX was the California
6 real estate broker for the transaction, representing Plaintiff and Sellers as dual agents.¹

7 6. During escrow for the sale of the Property to Plaintiff, Defendants provided Plaintiff
8 with a Real Estate Transfer Disclosure Statement and Seller Property Questionnaire.

9 7. In Section II.C.8 of the Transfer Disclosure Statement: Defendants checked "NO"
10 regarding "Flooding, drainage or grading problems." See Transfer Disclosure Statement, attached
11 hereto as Exhibit A.

12 8. Plaintiff relied on the Transfer Disclosure Statement and the Seller Property
13 Questionnaire for the purchase of the Property.

14 9. After escrow had closed, Plaintiff experienced severe and recurring flooding, water
15 intrusion, and drainage failure in the Property's yard, crawlspace and foundation. This occurs during
16 every significant rain event.

17 10. Plaintiff learned that this water intrusion was not an isolated or new incident. Rather,
18 it is a "well-known" systemic issue affecting the entire block where the Property is located.
19 Neighbors have confirmed that the drainage problems on this specific lot are historical and severe.

20 11. The Property suffers from severe, systemic grading and drainage defects. The
21 residence is situated at the lowest point of the lot, below street grade, creating a "bowl" effect with
22 no path for runoff. Consequently, during heavy rains, surface water pools across the yard and pours
23 directly into the crawlspace through vents and access openings. This condition is not merely a rare
24 occurrence but a known, historical issue affecting the specific lot and the surrounding neighborhood
25 block.

26
27
28 ¹ Ms. Sallen and RE/MAX have both entered into a tolling agreement so this complaint is being filed against the seller's
only to preserve the Statute of Limitations.

1 12. On information and belief, all Defendants knew or should have known of these
2 flooding and drainage issues.

3 13. Plaintiff didn't know of these defects at the time of purchase due to the Defendants'
4 active concealment. Plaintiff first discovered the surface water intrusion and grading defects on
5 January 9, 2023, during a severe rain event when the yard flooded and water inundated the
6 crawlspace.

7 14. In addition to the surface water issues, the Property suffers from a rising water table
8 (groundwater) that breaches the foundation from below during saturation events. This groundwater
9 defect is entirely distinct from the surface water issue.

10 15. Plaintiff acted with reasonable diligence by remediating the surface drainage issues
11 discovered in 2023. However, despite these repairs, the crawlspace flooded again on December 26,
12 2025. It was only on this date that Plaintiff discovered the separate and distinct nature of the rising
13 water table defect, which had been masked by the surface water intrusion.

14 16. Plaintiff is informed and believes that Sellers knew of these defects having lived in
15 the Property. Plaintiff further alleges that Ms. SALLEN and RE/MAX knew, or in the exercise of
16 their fiduciary duty should have known, of these defects given that the flooding is a "well-known"
17 issue on the specific block where the Property is located, and Ms. SALLEN holds herself out as a
18 neighborhood specialist.

FIRST CAUSE OF ACTION

(Fraud)

Against all Defendants

17. Plaintiff incorporates in this cause of action by reference Paragraphs 1 through 16.

22 18. In or about March of 2022, Plaintiff entered into a written agreement to purchase the
23 Property from Sellers. Escrow closed on this sale transaction on 4/29/22.

24 19. In this transaction, Defendants CAROLE and DARCY were the sellers of the
25 Property.

20. At some time prior to the execution of the sales agreement and continuing through the
21 escrow period, Defendants became aware of certain defects in the Property: Flooding and drainage
22 issues. Defendants knew that these defects were unknown to, or were beyond the reach of, Plaintiff.

21. These defects materially affect the value and the desirability of the Property.

22. Defendants concealed and failed to disclose to Plaintiff the existence of this defect with the intent to induce Plaintiff to complete the purchase of the Property.

23. As a result of Defendants' fraudulent concealment and failure to disclose these defects to Plaintiff, Plaintiff completed the purchase of the Property and has been damaged in an amount according to proof at the time of trial.

**SECOND CAUSE OF ACTION
(Breach of Duty to Disclose)
Against all Defendants**

24. Plaintiff incorporates in this cause of action by reference Paragraphs 1 through 23.

25. At some time prior to the execution of the sales agreement and continuing through the escrow period, Defendants became aware of certain defects in the Property: flooding and drainage issues on the Property. Defendants knew that these defects were unknown to Plaintiff and were not within the diligent attention and observation of Plaintiff, and failed to disclose these defects to Plaintiff.

26. These defects materially affect the value and the desirability of the Property.

27. As a result of Defendants breach of its duty to disclose these defects to Plaintiff, Plaintiff completed the purchase of the Property and has been damaged in an amount according to proof at the time of trial.

**FOURTH CAUSE OF ACTION
(Negligence)
Against all Defendants**

28. Plaintiff incorporates in this cause of action by reference Paragraphs 1 through 27.

29. At all times mentioned in this Complaint, Defendants breached their duty to exercise reasonable skill and care in performing their duties in that Defendants failed to conduct a reasonably competent and diligent inspection of the Property and disclose to Plaintiff certain defects in the Property: flooding and drainage issues on the Property.

1 30. As a result of Defendants' breach of their duty to exercise reasonable skill and care in
2 performing their duties, Plaintiff completed the purchase of the Property and has been damaged in an
3 amount according to proof at the time of trial.

PRAYER FOR RELIEF

5 WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

6 | ON THE FIRST CAUSE OF ACTION:

7 1. For damages in an amount according to proof;
8 2. For punitive damages in an amount according to proof;

9 | ON THE SECOND CAUSE OF ACTION:

10 3. For damages in an amount according to proof:

11 | ON THE THIRD CAUSE OF ACTION:

12 4. For damages in an amount according to proof;

13 | ON THE FOURTH CAUSE OF ACTION:

14 5. For damages in an amount according to proof;

15 | ON ALL CAUSES OF ACTION:

16 6. For costs of suit herein incurred; and
17 7. For such other and further relief as the court may deem proper.

19 | Dated:

~~JARED KRAUSE~~
Plaintiff, in *Pro Per*

Tan 82028

Exhibit A

Property Address: 1071 Dominion Rd, Orl, CA 93023-1553

H. Insurance claims affecting the Property within the past 5 years Yes No
 I. Matters affecting title of the Property Yes No
 J. Material facts or defects affecting the Property not otherwise disclosed to Buyer Yes No
 K. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 Yes No

Explanation, or (if checked) see attached:

7. REPAIRS AND ALTERATIONS:

A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) Yes No
 B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? Yes No
 C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) Yes No
 D. Any part of the Property being painted within the past 12 months Yes No
 E. Whether the Property was built before 1978
 (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed Yes No
 (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No

Explanation:

The study (car port garage) was just recently painted new. New air conditioning 10k00, air traffic insulation ducts 1/2/2016, New Roof 10/3/2016.

8. STRUCTURAL SYSTEMS AND APPLIANCES:

A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
 B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s) Yes No
 C. An alternative septic system on or serving the Property Yes No

Explanation: *New sewer pipe from back to jet of septic out (installed new furnace AC). New ducts, Attic insulation, New Roof, New floors in both rooms, Kitchen.*

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No

Explanation:

10. WATER-RELATED AND MOLD ISSUES:

A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
 B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property Yes No
 C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation:

11. PETS, ANIMALS AND PESTS:

A. Past or present pets on or in the Property Yes No
 B. Past or present problems with livestock, wildlife, insects or pests on or in the Property Yes No
 C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
 D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No

If so, when and by whom _____

Explanation:

He

ARE YOU (SELLER) AWARE OF?

