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Karolina J. Pengilley
567 W. Channel Island Blvd.# 116
Port Hueneme, CA 93041
In Pro Per

RECEIVED FOR SCANNING
VENTURA SUPERIOR COURT

JUN 05 2026

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

CASE NO.

Karolina J. Pengilley,
Plaintiff,
v.
Jeffrey R. Pengilley and
DOES 1-20
Defendants.

COMPLAINT FOR:

1. Breach of Written Contract
2. Breach of the Implied Covenant of Good Faith and Fair Dealing.
3. Promissory Estoppel
4. Wrongful Exclusion / Interference with Possession
5. Fraud in the Inducement / Promissory Fraud
6. Declaratory Relief
7. Dependent Adult Abuse (Welf. & Inst. Code §15610 et seq.)
8. Financial Abuse of a Dependent Adult (Welf. & Inst. Code §15610 et seq.)
9. Intentional Infliction of Emotional Distress

ASSIGNED TO HONORABLE
JUDGE
DEPARTMENT:

DEMAND FOR JURY TRIAL
THIS IS AN UNLIMITED CIVIL CASE. THE
AMOUNT OF DAMAGES SOUGHT EXCEEDS
\$25,000

1 **I. PARTIES**

2 1. Plaintiff KAROLINA PENGILLEY is an individual
3 residing in Ventura County, California.

4 2. Defendant JEFFREY (Jeff) R. PENGILLEY is an
5 individual residing in California and Joe Doe (1-20).
6 Plaintiff is informed and believes that additional
7 individuals and entities, presently unidentified and
8 therefore sued herein as DOES 1 through 20, inclusive,
9 participated in, assisted with, authorized,
10 facilitated, or otherwise contributed to the conduct
11 alleged herein. Plaintiff will amend this Complaint to
12 allege the true names and capacities of said DOE
13 Defendants when ascertained.

14 **II. JURISDICTION AND VENUE**

15 3. This Court has jurisdiction over this action
16 pursuant to California law because the amount in
17 controversy exceeds the jurisdictional minimum of this
18 Court.

19 4. Venue is proper in Ventura County because Defendant
20 resides in Ventura County, and the events, written
21 contracts, conduct, and property at issue occurred or
22 are located within Ventura County, California.

23 **III. GENERAL ALLEGATIONS**

24 5. Plaintiff brings this action arising from
25 Defendant's alleged breach of written contractual
26 obligations (Exhibit A) together with related verbal
27 representations and promises made during the COVID-19
28 pandemic period and Plaintiff's subsequent neurological

1 and medical crisis involving a 3.5 cm brain mass
2 (Exhibit D) with hydrocephalus requiring open brain
3 surgery and prolonged postoperative recovery.

4 5A. During the COVID-19 pandemic period, Plaintiff
5 experienced increasing medical vulnerability,
6 neurological impairment, financial instability, loss of
7 income, housing uncertainty, and growing dependence
8 upon stable housing and support as Plaintiff's brain
9 mass diagnosed in 2020 and hydrocephalus progressively
10 affected Plaintiff's health and daily functioning
11 (Exhibit D).

12 5B. In connection with Defendant's efforts to refinance
13 the La Plata property during a period of historically
14 low interest rates, ongoing COVID-19-related financial
15 uncertainty, and Plaintiff's impending open brain
16 surgery, the parties entered into a post-judgment
17 written contract dated April 30, 2021 (Exhibit A)
18 concerning Plaintiff's continued residence and housing
19 stability at the La Plata property. In reliance upon
20 Defendant's written contractual promises and assurances
21 concerning stable housing and continued occupancy,
22 Plaintiff executed a quitclaim deed (Exhibit B),
23 relinquishing ownership interest relating to the
24 property on April 30, 2021.

25 5C. Post Plaintiff's open brain surgery and after
26 hospital discharge, in or about mid-July 2022,
27 Defendant repudiated the written contract and excluded
28 Plaintiff from the La Plata residence during

1 Plaintiff's critical postoperative neurological
2 recovery period. Defendant engaged in conduct
3 substantially impairing Plaintiff's housing stability,
4 medical recovery, financial security, and day-to-day
5 continuity with the parties' children during
6 Plaintiff's recovery period and ongoing disability.

7 5D. The April 30, 2021 written agreement was signed by
8 Defendant using the name "Jeff Pengilley." References
9 herein to "Jeff Pengilley" refer to Defendant Jeffrey
10 R. Pengilley.

11 6. In or about October 2019, a Judgment of Dissolution
12 was entered between the parties. However, within months
13 thereafter, the COVID-19 pandemic resulted in statewide
14 stay-at-home orders, school closures beginning in or
15 about March 2020, remote learning requirements for the
16 parties' children, widespread business disruptions,
17 public health restrictions, and substantial uncertainty
18 affecting housing, employment, income, caregiving
19 responsibilities, and daily family life. Plaintiff's
20 financial circumstances were further affected by the
21 loss of crucial rental income and the loss of her part-
22 time drafting employment, leaving Plaintiff
23 increasingly dependent upon Defendant for housing and
24 financial stability.

25 6A. These circumstances materially altered the parties'
26 housing, financial, caregiving, and medical needs. In
27 response to those changed circumstances, the parties
28 addressed ongoing issues through the written contract

1 dated April 30, 2021 (Exhibit A), together with related
2 oral and written representations, rather than
3 immediately seeking formal modification of the
4 dissolution judgment. During this same period,
5 Plaintiff was experiencing progressive neurological
6 symptoms caused by a substantial brain tumor that was
7 diagnosed in March 2020.

8 6B. Pursuant to the parties' October 2019 Judgment, the
9 Alostia property in Camarillo, California, was assigned
10 to Plaintiff and La Plata property in Camarillo,
11 California was assigned to Defendant.

12 6C. Although the judgment assigned the respective
13 properties to each party, Plaintiff and Defendant
14 continued retaining ownership interests relating to
15 both properties pending related property arrangements
16 and changing circumstance resulting from the COVID-19
17 pandemic.

18 6D. In early 2020, the parties' daughter was 16 years
19 old, and the parties' son was 13 years old. Plaintiff
20 had historically been the children's primary stay-at-
21 home caregiver, while Defendant continued working
22 outside the home during the pandemic period.

23 7. Although the October 2019 Judgment of Dissolution
24 contemplated that the parties would reside in separate
25 homes, the COVID-19 pandemic, an Alostia property
26 tenant's COVID-19 illness, statewide stay-at-home
27 orders, school closures, remote learning requirements,
28 Plaintiff's caregiving responsibilities, and rapidly

1 changing family circumstances resulted in Plaintiff and
2 the parties' children relocating back to the La Plata
3 residence assigned to Defendant. During this period,
4 Defendant continued working outside the home for the
5 City of Oxnard while Plaintiff remained primarily
6 responsible for the day-to-day care and supervision of
7 the parties' minor children.

8 7A. At the same time, conditions at the Alostia property
9 assigned to Plaintiff became increasingly unstable. One
10 tenant residing at the property contracted the COVID-19
11 virus at a time when the virus was widely regarded as
12 highly contagious and dangerous. Another tenant lost
13 employment during the pandemic and ceased paying rent,
14 substantially reducing rental income available to
15 support the property. These circumstances significantly
16 disrupted Plaintiff's housing stability, financial
17 security, and ability to safely maintain the property
18 while caring for the parties' minor children during the
19 pandemic.

20 7B. As a result of the COVID-19 pandemic, statewide
21 lockdowns, illness affecting a tenant at the Alostia
22 property, Plaintiff's caregiving responsibilities, and
23 the parties' desire to maintain safety and stability
24 for their minor children during an unprecedented public
25 health emergency, Plaintiff and the parties' children
26 relocated full-time to the La Plata residence.

27 7C. Prior to entering into the April 30, 2021 written
28 contract (Exhibit A) and subsequently executing the

1 April 30, 2021 quitclaim deed (Exhibit B) in reliance
2 thereon, Plaintiff remained an owner of record and on
3 title to the La Plata property.

4 7D. In reliance upon the parties' written contract
5 dated April 30, 2021 (Exhibit A), Plaintiff executed
6 the April 30, 2021 quitclaim deed (Exhibit B) and
7 relinquished her ownership interest in the La Plata
8 property. Defendant, however, continued to retain his
9 ownership interest in the Alostia property
10 notwithstanding the existence of the parties' written
11 contract.

12 8. In or about early 2020, in addition to losing rent
13 income, Plaintiff also lost part-time AutoCAD-related
14 employment during the COVID-19 pandemic period.

15 Defendant, on the other hand remained steadily employed
16 full-time with the City of Oxnard during this period.

17 9. Additionally, in March 2020, following a rear-end,
18 high-impact motor vehicle accident, Plaintiff underwent
19 MRI imaging and learned she had an approximately 3.5 cm
20 brain mass which, due to its large size, required open
21 brain surgery. Plaintiff informed Defendant of the
22 brain mass in early 2020. The condition caused
23 significant medical uncertainty, neurological symptoms,
24 and increasing concerns regarding Plaintiff's future
25 health, functional stability, and ability to
26 independently secure housing and relocate during the
27 COVID-19 pandemic period.

28 10. Due to the combined effects of the COVID-19

1 pandemic, statewide stay-at-home orders, Plaintiff's
2 financial instability, loss of employment income,
3 caregiving responsibilities for the parties' minor
4 children, and Plaintiff's neurological condition
5 arising from the brain mass, Plaintiff could not
6 reasonably or safely relocate out of the La Plata
7 residence, in which Plaintiff remained a co-owner with
8 Defendant.

9 10A. The need for the parties' subsequent written
10 contract arose because the COVID-19 pandemic and
11 resulting changes in circumstances substantially
12 altered the assumptions underlying the parties' October
13 2019 dissolution judgment and living arrangements. At
14 the time, the duration and economic effects of the
15 pandemic, school closures, housing instability, and
16 tenant-payment disruptions remained unknown and
17 unpredictable. As a result of these materially changed
18 circumstances, the parties entered into the post-
19 judgment written contract (Exhibit A) concerning
20 Plaintiff's continued residence, housing stability, and
21 execution of the quitclaim deed relating to the La
22 Plata property.

23 10B. In 2021, Defendant sought to refinance the La
24 Plata residence during a period of historically low
25 interest rates. Defendant represented to Plaintiff that
26 he had secured a favorable refinance interest rate and
27 that removal of Plaintiff's name from title was
28 necessary to complete the refinancing transaction.

1 Plaintiff relied upon those representations, together
2 with Defendant's promises regarding continued housing
3 stability, in entering into the April 30, 2021 written
4 contract and executing the quitclaim deed.

5 10C. At the time these representations were made,
6 Defendant was aware that Plaintiff was suffering from
7 progressive neurological symptoms associated with a
8 large brain tumor, creating substantial medical
9 uncertainty and increasing Plaintiff's reliance upon
10 Defendant regarding housing and financial stability.
11 Defendant further represented that Plaintiff would be
12 permitted to continue residing at the La Plata property
13 pursuant to the April 30, 2021 written contract.

14 Plaintiff relied upon those representations and
15 promises in relinquishing her ownership interest in the
16 property.

17 10D. Plaintiff is informed and believes, and thereon
18 alleges, that at the time such representations and
19 promises were made, Defendant did not intend to fully
20 perform them and instead intended to obtain Plaintiff's
21 relinquishment of her ownership interest while
22 retaining the ability to later exclude Plaintiff from
23 the property.

24 11. As a result of the April 30, 2021 written contract
25 (Exhibit A) and Plaintiff's execution of the quitclaim
26 deed (Exhibit B), Defendant obtained sole ownership of
27 the La Plata property while Plaintiff relinquished the
28 legal protections associated with her ownership

1 interest in reliance upon the parties' written
2 contract. Plaintiff executed the quitclaim deed based
3 upon Defendant's written promises concerning continued
4 residence and housing stability at the La Plata
5 property.

6 12. Pursuant to the parties' written contract dated
7 April 30, 2021 (Exhibit A), Defendant agreed that
8 Plaintiff would continue residing at the La Plata
9 residence until at least June 27, 2024, when the
10 parties' youngest child would reach the age of
11 eighteen. At the time the contract was executed, both
12 children were still minors. Plaintiff had historically
13 been responsible for a substantial portion of the
14 children's educational, medical, and day-to-day care
15 needs. The parties' contract concerning Plaintiff's
16 continued residence at the La Plata property was
17 intended to provide housing stability and continuity
18 for the children during the COVID-19 pandemic,
19 Plaintiff's developing medical condition, and the
20 parties' changing circumstances. The parties' son
21 additionally required ongoing educational support,
22 supervision, and continuity of care, circumstances
23 known to Defendant when the contract was executed.

24 13. The written contract dated April 30, 2021 (Exhibit
25 A) contained the following material promises and
26 obligations:

27 (a) Promise #1: Plaintiff would continue residing at
28 the La Plata residence until at least the time the

1 parties' son, Nathaniel Pengilley, reached the age of
2 eighteen;

3 (b) Promise #2: Plaintiff would retain full access to
4 her personal safe box pursuant to the parties'
5 dissolution judgment;

6 (c) Promise #3: Defendant would extend the due date for
7 approximately \$40,000 claimed to be owed by Plaintiff,
8 without interest, due to COVID-19-related financial
9 delays;

10 (d) Promise #4: Defendant would refinance the Alostia
11 mortgage rate; and

12 (e) Promise #5: Defendant would sign a quitclaim deed
13 relating to the Alostia property.

14 13A. The foregoing promises were material terms of the
15 written contract and formed part of the consideration
16 exchanged between the parties.

17 13B. In reliance upon the written contract and
18 Defendant's promises contained therein, Plaintiff
19 executed April 30, 2021, quitclaim deed (Exhibit B)
20 transferring her ownership interest in the La Plata
21 property to Defendant, thereby relinquishing
22 substantial legal ownership protections and enabling
23 Defendant to obtain the benefits of sole ownership and
24 refinancing.

25 13C. Plaintiff fully performed her obligations,
26 including executing the quitclaim deed and providing
27 Defendant the benefits contemplated by the parties'
28 agreements. Defendant thereafter failed to perform

1 material obligations under the written contract and
2 failed to honor related verbal promises made to
3 Plaintiff, thereby causing Plaintiff substantial
4 damages.

5 13D. Defendant knew or should have known that Plaintiff
6 was experiencing significant neurological impairment,
7 medical stress, cognitive limitations, financial
8 instability, and uncertainty relating to her brain
9 tumor, anticipated surgery, and recovery. Defendant
10 further knew that Plaintiff depended upon stable
11 housing and relied upon Defendant's written contractual
12 promises concerning continued residence, financial
13 stability, and occupancy rights.

14 13E. After obtaining sole ownership and control of the
15 La Plata property through Plaintiff's execution of the
16 quitclaim deed, Defendant used that control in or about
17 mid-July 2022 to exclude Plaintiff from the residence
18 despite the written contract and despite Plaintiff's
19 known postoperative disability and medical
20 vulnerability.

21 14. In reliance upon Defendant's written promises and
22 the parties' written contract, Plaintiff executed a
23 quitclaim deed relinquishing her ownership interest in
24 the La Plata property on or about April 2021.

25 Plaintiff was experiencing years of progressive
26 neurological impairment, hydrocephalus-related brain
27 pressure of the 3.5 cm size brain tumor (Exhibit D -
28 2020 MRI report), cognitive limitations, significant

1 medical uncertainty, and anticipated open brain surgery
2 at the time she executed the quitclaim deed.

3 15. Shortly after Plaintiff executed the quitclaim
4 deed, Defendant communicated to Plaintiff that he
5 questioned the validity of the written contract and did
6 not intend to fully honor its terms. Plaintiff is
7 informed and believes that Defendant did not intend to
8 fully perform all material promises contained in the
9 written contract when those promises were made.

10 However, Plaintiff and the parties' children continued
11 to reside at the La Plata residence until Plaintiff's
12 open brain surgery in June 2022. Defendant's subsequent
13 conduct demonstrates that he possessed the ability to
14 perform his obligations under the written contract and
15 related verbal communications, including honoring
16 Plaintiff's occupancy rights, providing the promised
17 housing stability, refinancing the Alostia mortgage,
18 removing his name from the Alostia property, and
19 otherwise working cooperatively toward those
20 objectives. Instead, in or about mid-July 2022,
21 following Plaintiff's hospital discharge and while
22 Plaintiff was recovering from open brain surgery,
23 Defendant chose to pursue actions inconsistent with
24 those obligations, representations, and the purpose of
25 the parties' agreement.

26 15A. Despite questioning the validity of the written
27 contract, Defendant retained and benefited from
28 Plaintiff's transfer of her ownership interest in the

1 La Plata property and the resulting refinancing
2 benefits while failing to perform material obligations
3 required under the written contract.

4 Defendant did not allow the Plaintiff to come back from
5 the hospital in mid-July 2022, failed to remove his
6 name from the Alostia property until December 2022,
7 failed to refinance the Alostia mortgage as agreed, and
8 instead continued pursuing court proceedings relating
9 to the Alostia property while Plaintiff was suffering
10 from neurological disability and recovering from open
11 brain surgery in 2022.

12 15B. Following Plaintiff's execution of the quitclaim
13 deed, Defendant engaged in escalating efforts to
14 isolate, exclude, and exert control over Plaintiff's
15 living conditions and access to property. Such conduct
16 included restricting Plaintiff's access to the bathroom
17 at the La Plata residence, restricting access to
18 personal belongings and her personal safe, changing
19 locks, requiring Plaintiff to use children's bathroom
20 while Plaintiff was experiencing balance issues due to
21 the brain tumor, and otherwise interfering with
22 Plaintiff's use and enjoyment of the property despite
23 the parties' written contract.

24 15C. Said conduct occurred while Defendant knew
25 Plaintiff was experiencing progressive neurological
26 impairment, significant medical uncertainty, and
27 preparing for open brain surgery. Defendant further
28 knew that Plaintiff depended upon stable housing,

1 access to personal property, transportation assistance,
2 and regular contact with her children during this
3 period.

4 15D. Following Plaintiff's open brain surgery in June
5 2022 and during Plaintiff's postoperative recovery,
6 Defendant refused to permit Plaintiff to return to and
7 reside at the La Plata residence as provided in the
8 written contract. At the time, Defendant knew Plaintiff
9 was experiencing neurological disability, partial
10 facial paralysis, impaired balance, inability to
11 independently drive, and dependence upon third parties
12 for transportation and daily support.

13 15E. By excluding Plaintiff from the residence,
14 limiting access to her belongings, and depriving
15 Plaintiff of the housing stability promised under the
16 written contract, Defendant exercised substantial
17 control over Plaintiff's living circumstances at a time
18 when Plaintiff was medically vulnerable and recovering
19 from major neurosurgery.

20 15F. Following Plaintiff's open brain surgery in June
21 2022 and after the hospital discharge in mid-July 2022,
22 Plaintiff was permitted only limited visits to the La
23 Plata residence and generally only after requesting
24 permission from Defendant, primarily for purposes
25 relating to the parties' children who continued
26 residing full time at the La Plata residence.

27 15G. Instead of letting Plaintiff come back to La Plata
28 residence, in or about mid-July 2022 as required by the

1 written contract, Defendant directed Plaintiff via text
2 toward the Alostá property (Exhibit C - July 2022 text
3 exchange) despite code violations and housing-related
4 issues at the Alostá property known to Defendant, and
5 despite Defendant having filed forced-sale proceedings
6 relating to the Alostá property that were not disclosed
7 to Plaintiff at that time.

8 During this period, Plaintiff continued suffering from
9 neurological disability, partial paralysis, inability
10 to independently drive until approximately 2023, and
11 dependence upon friends and third parties for
12 transportation to visit the children, and food and
13 water deliveries to Alostá property.

14 15H. The Alostá property was located approximately
15 twenty-five minutes from the La Plata residence,
16 further impairing Plaintiff's ability to maintain
17 consistent daily contact with the parties' children,
18 access her belongings, and preserve housing stability
19 while continuing postoperative rehabilitation and
20 recovery. Plaintiff continued relying upon Defendant's
21 written contractual promises and related
22 representations concerning continued housing and
23 stability during her recovery.

24 16. Prior to surgery, Plaintiff underwent months of
25 medical preparation relating to the brain tumor and
26 anticipated open brain surgery. Plaintiff's surgery was
27 scheduled for June 1, 2022. Prior to hospitalization,
28 Plaintiff left her personal belongings and living

1 arrangements in her room at the La Plata residence and
2 requested that Defendant leave the room and Plaintiff's
3 belongings undisturbed pending Plaintiff's return
4 following surgery and recovery.

5 16A. Plaintiff was hospitalized from June 1, 2022,
6 until approximately mid-July 2022. Following
7 Plaintiff's hospital discharge in or about mid-July
8 2022, Defendant refused to permit Plaintiff to return
9 to the La Plata residence. Due to Plaintiff's limited
10 financial resources and ongoing postoperative
11 disabilities, Plaintiff's father arranged and paid for
12 Plaintiff to temporarily reside at Bernadette's Care
13 Home in Camarillo, California during Plaintiff's
14 neurological recovery. Plaintiff resided at
15 Bernadette's Care Home from approximately mid-July 2022
16 until mid-August 2022.

17 16B. While Plaintiff was residing at Bernadette's Care
18 Home in Camarillo from approximately mid-July through
19 mid-August 2022, Plaintiff's father informed Plaintiff
20 that Defendant, without Plaintiff's consent, had
21 removed and had transferred certain of Plaintiff's
22 personal belongings from the La Plata residence to the
23 Alost property. Those belongings included Plaintiff's
24 bed, which Defendant had dismantled at La Plata
25 residence. Plaintiff was informed that she was expected
26 to reside at the Alost property following her stay at
27 Bernadette's Care Home.

28 16C. Defendant exercised control over Plaintiff's

1 personal property and living arrangements without
2 Plaintiff's consent during Plaintiff's hospitalization
3 and neurological recovery, at a time when Plaintiff was
4 physically and neurologically unable to adequately
5 protect her property interests.

6 17. During Plaintiff's hospitalization and
7 postoperative recovery, Defendant continued pursuing
8 litigation and property-related proceedings despite
9 knowledge of Plaintiff's neurological disability,
10 physical limitations, inability to work, and dependence
11 upon others for transportation and daily support.

12 17A. Defendant's actions increased Plaintiff's legal,
13 financial, and housing-related burdens at a time when
14 Plaintiff was recovering from major neurosurgery,
15 experiencing significant medical uncertainty, and
16 lacked the ability to independently earn income
17 or effectively protect her interests.

18 17B. Defendant knew or should have known Plaintiff's
19 post-operative condition and physical difficulties
20 because during Plaintiff's hospitalization and
21 discharge period in or about mid-July 2022, Plaintiff
22 and Defendant continued communicating via text
23 regarding Plaintiff's anticipated return to the La
24 Plata residence following discharge and recovery
25 (exhibit C).

26 17C. At the time of Plaintiff's hospitalization and
27 postoperative recovery, Defendant remained a co-owner
28 of the Alostá property and had previously agreed in the

1 parties' written contract to refinance the Alost
2 mortgage or remove his name from the property.
3 Defendant failed to perform those obligations. Rather
4 than fulfilling his contractual obligations, Defendant
5 pursued court proceedings concerning the Alost
6 property, including proceedings seeking a forced sale,
7 while retaining the benefits of co-ownership.

8 17D. As a result of Defendant's actions, Plaintiff
9 remained responsible for substantial property-related
10 burdens, expenses, and liabilities associated with the
11 Alost property during a period when Defendant knew
12 Plaintiff was recovering from open brain surgery,
13 unable to work, financially vulnerable, and dependent
14 upon others for daily assistance. Plaintiff continued
15 bearing significant code-compliance expenses,
16 maintenance obligations, and other financial
17 liabilities associated with the property, including
18 costs necessary to address conditions that required
19 correction before the Alost property could be sold.

20 17E. Defendant knew of the significant code-compliance
21 and property-related issues affecting the Alost
22 property affecting the Alost property, including an
23 aging residence originally constructed in or about 1942
24 and he knew Plaintiff was recovering from open brain
25 surgery and suffering from substantial physical
26 limitations, including partial paralysis and inability
27 to independently drive. Nevertheless, Defendant pursued
28 sale-related proceedings while leaving Plaintiff to

1 address those issues on her own during recovery. As a
2 result of Defendant's exclusion of Plaintiff from the
3 La Plata residence and Defendant's efforts to force the
4 sale of the Alostia property, Plaintiff was required to
5 reside at Alostia property and address substantial code-
6 compliance and property-related issues during some of
7 her most medically vulnerable periods of her
8 postoperative recovery. These expenses included
9 approximately \$60,000 in septic-system repairs alone,
10 together with additional code-compliance expenses,
11 legal fees, carrying costs, and other property-related
12 expenditures. Defendant failed to take reasonable steps
13 to assist in resolving those issues despite his
14 ownership interest in the property and knowledge of
15 Plaintiff's medical condition. Plaintiff alleges that,
16 although many of the code-compliance and property-
17 related issues predated the forced-sale proceedings,
18 Defendant's conduct substantially increased Plaintiff's
19 financial and practical burden by requiring her to
20 address those issues during a period of severe medical
21 and cognitive impairment following open brain surgery
22 and related complications. Plaintiff further alleges
23 that many of the expenses associated with the Alostia
24 property, including code-compliance expenses,
25 corrective actions, and other property-related
26 obligations, should have been shared by Defendant as a
27 co-owner. Instead, Defendant failed to share
28 responsibility for those expenses and obligations,

1 forcing Plaintiff to bear a disproportionate share of
2 the resulting costs and burdens despite Defendant's
3 ownership interest in the property and prior knowledge
4 of its condition.

5 18. Following discharge from Bernadette's Care Home in
6 or about mid-August 2022, Plaintiff continued
7 recovering from complications of open brain surgery
8 while experiencing partial facial paralysis, left vocal
9 cord paralysis, balance impairment, and dependence upon
10 a feeding tube, which remained in place until
11 approximately the end of August 2022. Plaintiff was
12 unable to walk or drive safely, relied upon food and
13 water deliveries, had no independent source of income,
14 and could ambulate only with the assistance of a
15 walker. Plaintiff remained medically disabled and
16 unable to work throughout this period and required
17 ongoing assistance with daily activities and recovery-
18 related needs.

19 18A. Plaintiff's recovery required follow-up surgeries,
20 ongoing medical treatments, rehabilitation, and
21 assistance from family members, friends, and others.
22 Plaintiff remained physically impaired, financially
23 vulnerable, and dependent upon others for
24 transportation, daily necessities, and recovery-related
25 support. Plaintiff's neurological impairments
26 substantially limited her ability to independently
27 manage housing, financial, and legal matters during
28 this period.

1 18B. Defendant knew, or reasonably should have known,
2 of Plaintiff's medical condition and postoperative
3 limitations. Defendant was aware that Plaintiff had
4 undergone open brain surgery, remained medically
5 disabled, was unable to work, had significant mobility
6 limitations, and depended upon others for daily
7 assistance and housing stability during her recovery.

8 19. As a direct and proximate result of Defendant's
9 conduct, breaches of the written contract, and failure
10 to honor material promises concerning Plaintiff's
11 housing and financial stability during recovery from
12 open brain surgery, Plaintiff suffered loss of housing
13 stability, financial harm, disruption of medical
14 recovery, emotional distress, and other damages
15 according to proof at trial.

16 19A. Following Plaintiff's June 1, 2022 open brain
17 surgery, Plaintiff underwent prolonged neurological
18 recovery, rehabilitation, and continuing medical
19 treatment. Following discharge from Bernadette's Care
20 Home in or about mid-August 2022, Plaintiff continued
21 experiencing significant neurological impairments,
22 physical limitations, partial facial paralysis, left
23 vocal cord paralysis, balance dysfunction, and other
24 recovery-related functional impairments. Plaintiff
25 remained medically disabled, unable to work, and
26 dependent upon ongoing medical care and assistance with
27 daily activities. Plaintiff's feeding tube remained in
28 place until approximately the end of August 2022.

1 Plaintiff also experienced significant psychological
2 trauma and PTSD symptoms associated with major
3 neurological surgery and recovery, exclusion from the
4 La Plata residence, loss of housing stability,
5 disruption of Plaintiff's established living
6 arrangements and daily contact with the parties'
7 children, financial insecurity, and ongoing legal and
8 housing disputes during a period of substantial medical
9 disability.

10 19B. During the postoperative recovery period,
11 Plaintiff's ability to independently protect her legal,
12 financial, housing, and property interests, obtain
13 legal representation, manage complex legal and
14 financial matters, and pursue litigation was
15 substantially impaired by her ongoing neurological
16 condition, physical limitations, balance dysfunction,
17 cognitive fatigue, PTSD symptoms, and recovery-related
18 impairments. Plaintiff lacked independent income,
19 stable housing, reliable transportation, and the
20 functional capacity she possessed prior to surgery.

21 Although Plaintiff maintained limited family law
22 representation during portions of this period, such
23 representation did not eliminate Plaintiff's medical
24 impairments, restore Plaintiff's functional capacity,
25 or enable Plaintiff to independently manage the
26 numerous legal, financial, housing, and property-
27 related issues arising during recovery. As a result,
28 Plaintiff remained substantially dependent upon family

1 members, friends, members of her church community, and
2 others for transportation, assistance with daily
3 activities, housing-related matters, and recovery-
4 related support.

5 19C. During Plaintiff's ongoing neurological recovery
6 and disability, Plaintiff incurred substantial
7 financial burdens and expenses, including attorney's
8 fees, housing-related expenses, property maintenance
9 costs, code-compliance expenses, carrying costs, and
10 other obligations associated with the Alostia property.
11 Plaintiff was further required to address significant
12 property-related issues despite being unable to work,
13 lacking independent income, and relying upon others for
14 transportation and assistance with daily activities.
15 These burdens included approximately \$60,000 in septic-
16 system repairs alone, together with additional expenses
17 necessary to address conditions affecting the property.

18 19D. As a result of Defendant's conduct, Plaintiff
19 remained responsible for substantial financial
20 obligations, including an approximate \$7,000 monthly
21 mortgage obligation and code-compliance costs, despite
22 her inability to work, reduced rental income, ongoing
23 neurological disability, and continuing medical
24 treatment during her postoperative recovery while
25 residing at the Alostia property. Plaintiff's savings
26 were depleted during her recovery, forcing Plaintiff to
27 rely upon credit and incur substantial debt to pay for
28 housing, property-related expenses, medical needs, and

1 daily living expenses. Following the sale of the Alost
2 property in or about December 2022, a significant
3 portion of the proceeds was used to satisfy debts that
4 had accumulated during Plaintiff's recovery period.
5 19E. During Plaintiff's ongoing recovery from open
6 brain surgery, Plaintiff suffered the loss of housing
7 stability and disruption of her established support
8 network, including regular contact with neighbors,
9 friends, church members, and the parties' children.
10 While residing at the Alost property during her
11 recovery, Plaintiff experienced significant social
12 isolation and separation from parties' children,
13 established community at a time when she remained
14 medically disabled and particularly dependent upon
15 emotional and practical support. Plaintiff was deprived
16 of the stability and day-to-day assistance available
17 through her established living arrangements while
18 continuing to recover from major neurological surgery.
19 The disruption of Plaintiff's relationship and regular
20 contact with the parties' children caused additional
21 emotional distress and further complicated Plaintiff's
22 recovery. Plaintiff was also deprived of the financial
23 stability necessary to continue providing gifts,
24 activities, and other forms of support and
25 participation in her children's lives during a period
26 when Plaintiff remained medically disabled and unable
27 to work.
28 19F. As a consequence of Defendant's pursuit of the

1 sale of the Alostá property rather than providing the
2 housing assistance contemplated under the parties'
3 written contract, combined with reduced rental income
4 from the property and Plaintiff's inability to work due
5 to ongoing neurological disability, the Alostá property
6 was ultimately sold in or about December 2022.

7 Defendant retained his name on the Alostá property deed
8 and maintained control over the property until its
9 sale, notwithstanding the parties' written agreement.

10 Yet the financial obligations associated with the
11 property, including mortgage and property-related
12 expenses, fell upon Plaintiff while she remained
13 medically disabled, unable to work, and recovering from
14 major neurological surgery.

15 Despite the parties' April 30, 2021 written contract
16 extending the due date of the approximately \$40,000
17 obligation without interest, Defendant subsequently
18 demanded interest on that obligation. Plaintiff was
19 required to retain and utilize family law counsel to
20 negotiate and resolve Defendant's demand, resulting in
21 additional attorney fees, costs, and financial strain
22 during a period when Plaintiff remained medically
23 disabled, unable to work, and recovering from major
24 neurological surgery.

25 19G. As a result of Defendant's refusal to honor the
26 parties' written agreement concerning Plaintiff's
27 continued residence at the La Plata property and
28 refinancing of the Alostá mortgage, Plaintiff lost the

1 opportunity to remain stably housed near the parties'
2 children during her postoperative neurological
3 recovery. Instead, Plaintiff was required to pursue
4 alternative housing arrangements while continuing
5 treatment and rehabilitation during her ongoing
6 disability.

7 19H. Defendant never permitted Plaintiff to return to
8 the La Plata residence following Plaintiff's mid-July
9 2022 hospitalization discharge and open brain surgery
10 notwithstanding the parties' written contract
11 concerning Plaintiff's continued residence rights and
12 housing stability. Following the sale of the Alostia
13 property in or about December 2022, Plaintiff used a
14 substantial portion of the sale proceeds to satisfy
15 debts that had accumulated during her recovery. Because
16 Plaintiff remained medically disabled, financially
17 unstable, unable to return to the La Plata residence,
18 and in need of ongoing neurological treatment,
19 rehabilitation, and daily assistance, Plaintiff was
20 ultimately forced to relocate to the San Francisco Bay
21 Area to reside with a longtime friend who provided
22 housing, daily support, and practical assistance during
23 Plaintiff's recovery, approximately eight hours away
24 from the parties' children until 2023. From 2023 to
25 the present, Plaintiff has continued to reside in
26 rented housing within Ventura County while undergoing
27 ongoing medical treatments, rehabilitation, and
28 recovery from the lasting effects of her surgeries and

1 related disabilities.
2 .20. Since Plaintiff's March 2020 diagnosis of a 3.5 cm
3 brain tumor with hydrocephalus, Plaintiff's physical,
4 neurological, and cognitive condition progressively
5 deteriorated. Between 2020 and 2022, Plaintiff focused
6 on obtaining medical treatment, preparing for open
7 brain surgery, and managing the effects of her
8 worsening neurological condition while also navigating
9 the COVID-19 pandemic and other significant life
10 events. By approximately May 2022, one month before
11 Plaintiff's June 1, 2022 open brain surgery,
12 Plaintiff's attention became focused almost entirely
13 upon the impending surgery and related medical care.
14 During this period, and continuing through the end of
15 2022, family law proceedings concerning Plaintiff's
16 housing and property interests remained active while
17 Plaintiff was hospitalized, recovering from major open
18 brain surgery, undergoing rehabilitation, residing in
19 assisted-care settings, and experiencing significant
20 neurological impairment. Plaintiff relied substantially
21 upon legal counsel to monitor and respond to court
22 proceedings, seek continuances where necessary, and
23 protect Plaintiff's interests. Due to her medical
24 condition, hospitalization, rehabilitation, cognitive
25 limitations, and postoperative impairments, Plaintiff
26 was not capable of independently monitoring,
27 understanding, organizing, directing, or meaningfully
28 participating in the litigation to the same extent as a

1 healthy individual. Plaintiff therefore depended upon
2 counsel to address those matters on her behalf.

3 21. Between 2022 and 2026, Plaintiff continued to
4 undergo follow-up surgeries, neurological treatment,
5 rehabilitation, medical evaluations, therapies, and
6 ongoing care relating to Plaintiff's brain surgery,
7 postoperative complications, neurological impairment,
8 hearing impairment, balance dysfunction, partial facial
9 paralysis, cognitive limitations, and related medical
10 conditions.

11 22. As a result of Plaintiff's ongoing medical
12 condition, repeated medical procedures, postoperative
13 neurological recovery, physical disability, cognitive
14 limitations, housing instability, and financial
15 dependence, Plaintiff experienced significant
16 functional impairments affecting her ability to work,
17 independently manage complex financial and legal
18 matters, organize records, obtain legal assistance,
19 protect her housing, financial, and property interests,
20 investigate potential legal claims and effectively
21 pursue civil litigation between 2022 and 2025.

22 22A. Defendant further knew, or reasonably should have
23 known, that Plaintiff's medical condition and
24 postoperative limitations substantially impaired
25 Plaintiff's ability to independently protect her
26 housing, financial, and property interests.

27 **IV. TIMELY FILING AND TOLLING OF STATUTES OF LIMITATION**
28 **INCLUDING CCP §§ 337, 352(a), EQUITABLE TOLLING,**

1 **DELAYED ACCRUAL, AND EQUITABLE ESTOPPEL**

2 Plaintiff realleges and incorporates by reference all
3 preceding paragraphs as though fully set forth herein.
4 Plaintiff's claims for Breach of Written Contract,
5 Breach of the Implied Covenant of Good Faith and Fair
6 Dealing, and Promissory Estoppel are timely pursuant to
7 California Code of Civil Procedure section 337 and
8 other applicable California law. Plaintiff alleges that
9 Defendant's breach became apparent in approximately
10 mid-July 2022, when Defendant refused to permit
11 Plaintiff to return to the La Plata residence following
12 hospitalization and recovery from open brain surgery,
13 despite prior promises and written contract regarding
14 Plaintiff's continued housing.
15 Plaintiff further alleges that the remaining causes of
16 action, including Wrongful Exclusion/Interference with
17 Possession, Fraud in the Inducement/Promissory Fraud,
18 Dependent Adult Abuse, Financial Abuse of a Dependent
19 Adult, and Intentional Infliction of Emotional
20 Distress, are timely under their respective statutes of
21 limitation, including but not limited to tolling under
22 California Code of Civil Procedure section 352(a),
23 equitable tolling principles, delayed accrual
24 principles, equitable estoppel, and other applicable
25 doctrines.
26 Between 2020 and 2025, Plaintiff suffered from a 3.5 cm
27 cerebellopontine angle brain tumor with hydrocephalus
28 (exhibit D), underwent open brain surgery and related

1 procedures, and experienced significant physical
2 disability, neurological impairment, partial facial
3 paralysis, balance dysfunction, hearing impairment,
4 inability to drive, cognitive limitations, PTSD-related
5 symptoms, housing instability, financial instability,
6 and continuing recovery-related impairment.

7 Plaintiff's medical condition required extensive open
8 brain surgery, follow-up surgeries and recoveries. On
9 June 1, 2022, Plaintiff underwent open brain surgery
10 for removal of a large cerebellopontine angle tumor,
11 followed by placement of a brain shunt and extended
12 neurological recovery. Plaintiff subsequently underwent
13 feeding tube procedures in June 2022, eyelid surgery in
14 September 2022, facial nerve transfer surgery in
15 January 2023, an attempted additional nerve surgery in
16 July 2023 later cancelled following discovery of vocal
17 cord paralysis, restorative surgery in January 2024,
18 additional eyelid surgery in April 2025, and continuing
19 neurological treatment, rehabilitation, evaluations,
20 and postoperative care throughout the relevant period.
21 Moreover, Plaintiff's April 2025 MRI showed 1.4 cm
22 brain tumor residual (Exhibit E).

23 As a result of Plaintiff's medical condition, repeated
24 surgeries, neurological recovery, disability-related
25 limitations, and continuing treatment, Plaintiff's
26 ability to investigate claims, appreciate the legal
27 significance of Defendant's conduct, organize records,
28 secure appropriate legal representation, protect

1 housing and property interests, and independently
2 manage complex legal affairs was substantially impaired
3 during relevant portions of the applicable limitations
4 periods. During substantial portions of this period,
5 Plaintiff was primarily focused upon survival, medical
6 treatment, rehabilitation, and recovery.

7 Plaintiff further alleges that any otherwise applicable
8 limitations period was tolled, in whole or in part,
9 pursuant to California Code of Civil Procedure section
10 352(a), due to Plaintiff's severe medical incapacity,
11 neurological impairment, hospitalization, surgical
12 recovery, postoperative complications, hydrocephalus,
13 partial paralysis, cognitive limitations, and resulting
14 inability to effectively manage legal affairs.

15 Defendant was aware of Plaintiff's major neurological
16 condition, open brain surgery, postoperative
17 disabilities, inability to work, dependence upon stable
18 housing and financial support, and ongoing medical
19 recovery during the relevant period.

20 Plaintiff further alleges that Defendant should be
21 equitably estopped from asserting a statute of
22 limitations defense because Defendant's continuing
23 representations, promises, and conduct induced
24 Plaintiff to delay legal action while attempting to
25 resolve housing and property issues outside of
26 litigation.

27 The accrual of Plaintiff's claims, applicability of
28 tolling doctrines, Plaintiff's ability to investigate

1 and pursue claims, Defendant's knowledge of Plaintiff's
2 condition, and the reasonableness of Plaintiff's
3 actions during the relevant period depend upon disputed
4 factual issues, including Plaintiff's medical
5 condition, neurological impairment, recovery periods,
6 housing instability, financial dependency, access to
7 records, and Defendant's conduct during the relevant
8 period. These issues are not appropriate for resolution
9 at the pleading stage and should be determined through
10 discovery and evidentiary development.

11 **V. CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **Breach of Written Contract**

14 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,
15 inclusive)

16 23. Plaintiff realleges and incorporates by reference
17 all preceding allegations.

18 24. On or about April 30, 2021, Plaintiff and Defendant
19 entered into a written contract signed by both parties
20 in which Defendant JEFF PENGILLEY expressly agreed that
21 in #1 that Plaintiff "lives at La Plata till at least
22 their son, Nathaniel Pengilley is 18," which would
23 occur on June 27, 2024. Defendant later refused to
24 honor the written contract during Plaintiff's
25 neurological disability and recovery period (Exhibit A)
26 24A. At the time the April 30, 2021 written contract
27 and related quitclaim transactions occurred, Plaintiff
28 was suffering from a previously diagnosed approximately

1 3.5 cm brain mass with hydrocephalus and worsening
2 neurological impairment, which had been disclosed to
3 Defendant. Plaintiff alleges that Defendant was aware
4 of Plaintiff's medical vulnerability, financial
5 instability, dependence upon stable housing, and
6 anticipated need for major neurological surgery and
7 recovery when the parties entered into the written
8 contract and related property arrangements.

9 25. In reliance upon Defendant's written promises and
10 related representations, Plaintiff executed a quitclaim
11 deed relinquishing her ownership interest in the La
12 Plata property on or about April 30, 2021. The next day
13 Defendant contacted Plaintiff and asserted that the
14 written contract was unenforceable and/or signed under
15 duress, despite Defendant having voluntarily executed
16 the written contract and accepted the benefits of the
17 related property arrangements.

18 25A. Plaintiff alleges that immediately after obtaining
19 Plaintiff's relinquishment of ownership interests in
20 the La Plata property in reliance upon Defendant's
21 written promises and related representations, Defendant
22 began repudiating the written contract and later used
23 his resulting ownership control and legal position to
24 undermine and terminate Plaintiff's housing stability
25 during Plaintiff's neurological disability and
26 postoperative recovery period.

27 The written contract further addressed Plaintiff's
28 continued access to her personal safe, extension of

1 \$40,000 owed by Plaintiff without interest due to
2 COVID-19 circumstances, Plaintiff's health and
3 employment hardships, refinancing of the Alostia
4 property, and execution of a quitclaim deed relating to
5 the Alostia property.

6 27. Defendant materially breached the written contract
7 by, among other things:

- 8 ● refusing to permit Plaintiff continued residence at
9 the La Plata property as agreed;
- 10 ● restricting and interfering with Plaintiff's access
11 to the residence and portions thereof;
- 12 ● limiting Plaintiff's access to personal belongings,
13 clothing, bathroom facilities, and personal safe;
- 14 ● failing to refinance and remove obligations relating
15 to the Alostia property as agreed;
- 16 ● refusing to honor financial and housing-related
17 obligations under the written contract;
- 18 ● pursuing legal proceedings and property-related
19 actions intended to terminate Plaintiff's housing
20 stability and occupancy rights despite the written
21 contract;
- 22 ● Defendant directed Plaintiff to relocate to the
23 Alostia property (Exhibit C) during her postoperative
24 recovery in mid- July 2022, despite having already
25 filed Request for Order seeking sale of the Alostia
26 property;
- 27 ● and otherwise repudiating material obligations owed
28 to Plaintiff under the written contract.

1 28. Plaintiff later discovered that on May 2, 2022,
2 before Plaintiff's June 1, 2022 brain surgery,
3 Defendant sought court orders for both the sale of the
4 Alostá property and Plaintiff's removal from the La
5 Plata residence. Despite those filings and significant
6 code-related issues affecting the Alostá property,
7 Defendant directed in mid-July 2022, Plaintiff to
8 relocate to the Alostá property during her
9 postoperative recovery while continuing to pursue
10 relief inconsistent with Plaintiff's continued
11 occupancy.

12 28A. Plaintiff further alleges that the Alostá property
13 did not constitute stable or reasonably equivalent
14 alternative housing during the relevant period due to
15 significant property-related issues, including code-
16 related conditions, financial instability, and
17 Defendant's subsequent pursuit of sale-related
18 proceedings concerning the property during Plaintiff's
19 neurological disability and postoperative recovery.

20 29. Defendant accepted and retained the benefits of the
21 written contract, including Plaintiff's relinquishment
22 of her ownership interest in the La Plata property,
23 while refusing to perform corresponding material
24 obligations owed to Plaintiff.

25 30. As a direct and proximate result of Defendant's
26 breaches, Plaintiff suffered substantial housing
27 instability, relocation-related expenses, Bay Area
28 rental and temporary housing costs, financial harm,

1 disruption of medical recovery, worsening neurological
2 and psychological distress, serious PTSD-related
3 symptoms, loss of property-related protections, and
4 substantial disruption affecting Plaintiff's ongoing
5 relationship and daily contact with the parties'
6 children, together with other damages according to
7 proof at trial.

8 SECOND CAUSE OF ACTION

9 Breach of the Implied Covenant of Good Faith and Fair
10 Dealing.

11 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,
12 inclusive)

13 31. Plaintiff realleges and incorporates by reference
14 all preceding paragraphs as though fully set forth
15 herein.

16 32. The April 30, 2021 written contract constituted a
17 valid contract between Plaintiff and Defendant. Implied
18 in every contract is a covenant of good faith and fair
19 dealing requiring that neither party do anything to
20 unfairly interfere with the other party's right to
21 receive the benefits of the contract.

22 32A. Following the parties' October 2019 dissolution
23 judgment, the COVID-19 pandemic, Plaintiff's March 2020
24 diagnosis of a 3.5 cm brain mass with hydrocephalus
25 (Exhibit D), Plaintiff's inability to work, and the
26 parties' resulting housing and financial circumstances
27 materially changed the parties' situation, leading them
28 to enter into the April 30, 2021 written agreement

1 addressing Plaintiff's continued occupancy, housing
2 stability, and related property arrangements.

3 33. In reliance upon Defendant's written promises
4 concerning Plaintiff's continued occupancy, housing
5 stability, and related protections at the La Plata
6 residence, and Alostia property mortgage and deed
7 interests, Plaintiff relinquished her ownership
8 interest in the La Plata property by executing a
9 quitclaim deed in favor of Defendant.

10 34. Defendant obtained and retained the benefits of the
11 Plaintiff's performance, including Plaintiff's transfer
12 of her ownership interest in the La Plata property,
13 sole
14 ownership of the property, refinancing benefits, and
15 relief from any competing ownership interest.

16 35. One of the principal benefits for which Plaintiff
17 bargained was continued housing stability, continued
18 occupancy rights at the La Plata property, financial
19 protections, and security during a period of
20 significant medical vulnerability and anticipated open
21 brain surgery and postoperative recovery. Plaintiff had
22 continued residing at the La Plata residence consistent
23 with the parties' contract until her open brain surgery
24 in June 2022.

25 36. Rather than honoring his promises in the written
26 contract after accepting its benefits, Defendant
27 refused Plaintiff's access to the residence and
28 personal property in or about mid-July 2022, failed to

1 perform material obligations required by the contract,
2 refused to permit Plaintiff's return to the La Plata
3 residence following the open brain surgery, demanded
4 interest contrary to the parties' agreement, and
5 otherwise acted in a manner inconsistent with
6 Plaintiff's reasonable expectations under the written
7 contract thereby depriving Plaintiff of a principal
8 benefit of the parties' written contract.

9 37. Defendant engaged in such conduct despite knowing,
10 or reasonably should have known, that Plaintiff was
11 medically disabled, unable to work, dependent upon
12 stable housing and financial support, and recovering
13 from major neurological surgery and its postoperative
14 complications.

15 38. By the foregoing conduct, Defendant unfairly
16 frustrated the purpose of the written contract and
17 deprived Plaintiff of the benefits of the written
18 contract, including housing stability, occupancy
19 rights, financial protections, and the security and
20 support Plaintiff reasonably expected when executing
21 the quitclaim deed and performing her obligations
22 under the contract.

23 39. As a direct and proximate result of Defendant's
24 breach of the implied covenant of good faith and fair
25 dealing, Plaintiff suffered housing instability,
26 financial loss, disruption of medical recovery, loss of
27 the benefits of the contract, and other damages
28 according to proof at trial.

1 THIRD CAUSE OF ACTION

2 Promissory Estoppel

3 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,
4 inclusive)

5 40. Plaintiff realleges and incorporates by reference
6 all preceding allegations.

7 41. On or about April 30, 2021, Defendant made clear
8 written promises to Plaintiff, including that Plaintiff
9 could continue residing at the La Plata residence until
10 at least June 27, 2024, when the parties' son would
11 reach the age of eighteen.

12 41A. Defendant further made related verbal, written,
13 and text-message representations concerning Plaintiff's
14 continued ability to return to and reside at the La
15 Plata property during Plaintiff's hospitalization and
16 postoperative recovery period.

17 41B. On or about mid-July 2022, during Plaintiff's
18 hospitalization and postoperative recovery period,
19 Defendant continued communicating, directly and through
20 family members, concerning Plaintiff's anticipated
21 return to the La Plata residence, further reinforcing
22 Plaintiff's reliance upon Defendant's promises and
23 representations regarding continued housing stability
24 (Exhibit C).

25 Defendant further represented that Plaintiff would
26 continue to have housing stability, occupancy rights at
27 the La Plata residence, access to her personal property
28 and records, and continued performance of the parties'

1 property-related arrangements.

2 43. At the time the promises were made, Defendant was
3 aware that Plaintiff was suffering from significant
4 medical vulnerability, neurological impairment,
5 financial instability, dependence upon stable housing,
6 and anticipated major neurological surgery and
7 postoperative recovery.

8 43A. Plaintiff was diagnosed with a 3.5 cm brain mass
9 in March 2020, between 2020 and 2022 plaintiff
10 underwent preoperative preparation and then the open
11 brain surgery was scheduled for June 1, 2022.

12 Plaintiff informed Defendant about it.

13 45. Defendant reasonably expected and intended that
14 Plaintiff would rely upon Defendant's promises and
15 related representations in connection with Plaintiff's
16 relinquishment of ownership interests and related
17 property decisions.

18 46. In reasonable reliance upon Defendant's promises
19 and representations, Plaintiff executed a quitclaim
20 deed relinquishing her ownership interest in the La
21 Plata property and materially changed her legal and
22 financial position after Defendant signed the written
23 contract.

24 47. Plaintiff's reliance upon Defendant's promises and
25 representations was reasonable under the circumstances,
26 including the parties' written contract, Defendant's
27 repeated reaffirmation of Plaintiff's continued right
28 to reside at the La Plata property, the parties'

1 ongoing family and housing arrangements, and
2 Defendant's knowledge of Plaintiff's significant
3 medical disability, impending and subsequent open brain
4 surgery, financial dependence, and need for stable
5 housing during neurological recovery.

6 48. In or about mid-July 2022, after Plaintiff's
7 hospital discharge Defendant repudiated and failed to
8 honor the promises and representations upon which
9 Plaintiff reasonably relied. Defendant refused
10 Plaintiff to come back to La Plata Residence and
11 directed her into Alostia property instead (Exhibit C)
12 48A. Following the subsequent sale of the Alostia
13 property in or about December 2022, Defendant still
14 refused to permit Plaintiff to return to or continue
15 residing at the La Plata property despite Plaintiff's
16 ongoing neurological disability, postoperative
17 recovery, and prior reliance upon Defendant's promises
18 and representations.

19 48B. Plaintiff continued to rely upon Defendant's
20 promises and representations during her postoperative
21 recovery and rehabilitation, including while arranging
22 housing, medical treatment, and financial affairs, and
23 therefore did not immediately recognize that Defendant
24 would permanently refuse to honor the promises upon
25 which Plaintiff had relied.

26 49. As a direct and proximate result of Defendant's
27 conduct, Plaintiff suffered substantial housing
28 instability, financial harm, disruption of medical

1 recovery, emotional distress, loss of property-related
2 protections, and other damages according to proof at
3 trial.

4 49A. Plaintiff further incurred substantial relocation-
5 related expenses, temporary housing costs, Bay Area
6 rental expenses, disruption of medical recovery, and
7 additional financial instability resulting from
8 Defendant's refusal to honor the promises and
9 representations upon which Plaintiff relied.

10 50. Injustice can be avoided only by enforcement of
11 Defendant's promises and by such equitable and legal
12 relief as the Court deems proper.

13 FOURTH CAUSE OF ACTION

14 Wrongful Exclusion / Interference with Possession
15 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,
16 inclusive)

17 51. Plaintiff realleges and incorporates by reference
18 all preceding paragraphs as though fully set forth
19 herein.

20 52. Pursuant to the parties' written contract and
21 Defendant's related representations, Plaintiff
22 reasonably understood and relied upon the understanding
23 that she could continue residing at the La Plata
24 residence until the parties' son turned eighteen in
25 June 2024.

26 53. Despite those contractual promises and related
27 representations, Defendant substantially interfered
28 with Plaintiff's possession, occupancy, and access

1 rights relating to the La Plata residence following
2 Plaintiff's June 2022 open brain surgery and
3 postoperative recovery period, including by refusing to
4 permit Plaintiff to remain overnight at the residence,
5 restricting Plaintiff's access except for limited
6 visits relating to the parties' children, and requiring
7 Plaintiff to request permission before visiting the
8 residence while Plaintiff suffered health limitations
9 and disabilities.

10 54. During Plaintiff's stay at Bernadette's Care Home
11 in or about mid-July to mid-August 2022, Defendant
12 removed, without Plaintiff's consent, certain of
13 Plaintiff's personal belongings from the La Plata
14 residence and transferred them to the Alostá property.

15 54A. Defendant disassembled Plaintiff's bed and
16 transferred the bedframe pieces to the Alostá property,
17 where they remained disassembled until the sale of the
18 property in or about December 2022. During portions of
19 this period, Plaintiff, while partially paralyzed and
20 recovering from open brain surgery, slept on a mattress
21 placed directly on the floor.

22 54B. Plaintiff further alleges that certain of her
23 personal belongings including clothing, shoes, purses
24 and jewelry were placed into storage boxes and
25 initially left in her room, later being moved to
26 locations unknown and inaccessible to Plaintiff.

27 55. In or about mid-July 2022, during Plaintiff's
28 postoperative recovery from open brain surgery,

1 Defendant redirected Plaintiff to the Alostá property
2 despite prior written and verbal promises concerning
3 Plaintiff's continued right to reside at the La Plata
4 residence, including the representations reflected in
5 Exhibit C. Defendant did so despite knowledge of
6 Plaintiff's neurological disability, partial paralysis,
7 transportation limitations, financial dependence, and
8 need for stable housing during recovery. Defendant
9 further knew that the Alostá property was subject to
10 housing-related and code-compliance issues and that he
11 had previously filed court proceedings seeking the sale
12 of that property, yet nevertheless directed Plaintiff
13 toward Alostá while refusing to permit Plaintiff to
14 resume occupancy at the La Plata residence.

15 56. At all relevant times, Defendant knew Plaintiff
16 remained medically vulnerable following open brain
17 surgery, postoperative neurological complications,
18 partial paralysis, and extended recovery periods, yet
19 nevertheless interfered with Plaintiff's housing
20 stability, occupancy, and access to La Plata residence.

21 57. As a direct and proximate result of Defendant's
22 conduct, Plaintiff suffered housing instability,
23 interference with possession and occupancy, loss of
24 access to her belongings and children, relocation-
25 related damages, emotional distress, and other damages
26 according to proof at trial.

27 FIFTH CAUSE OF ACTION

28 Promissory Fraud / Fraud in the Inducement

1 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,
2 inclusive)

3 58. Plaintiff realleges and incorporates by reference
4 all preceding allegations.

5 59. Beginning on or about April 30, 2021, and
6 continuing thereafter through written communications,
7 verbal discussions, and text-message representations,
8 Defendant made representations to Plaintiff that
9 Plaintiff could continue residing at the La Plata
10 residence until at least June 27, 2024, when the
11 parties' son would reach the age of eighteen. Defendant
12 further represented that Plaintiff would continue to
13 have housing stability, continued access to personal
14 belongings, and continued access to the La Plata
15 residence during Plaintiff's anticipated medical
16 treatment and postoperative recovery period.

17 60. At the time the foregoing promises and
18 representations were made, Defendant was aware that
19 Plaintiff was suffering from significant neurological
20 impairment, financial instability, dependence upon
21 stable housing, and a serious medical condition
22 involving an approximately 3.5 cm brain tumor with
23 hydrocephalus requiring major neurological open brain
24 surgery and postoperative recovery.

25 61. Plaintiff further alleges that during portions of
26 Plaintiff's June and July 2022 hospitalization and
27 immediate postoperative recovery period at St. John's
28 Hospital, Plaintiff remained significantly cognitively

1 impaired and disoriented following major brain surgery,
2 including periods in which Plaintiff experienced
3 confusion regarding time, surroundings, and daily
4 functioning. Plaintiff further alleges that during the
5 relevant postoperative period Plaintiff experienced
6 paralysis, cognitive impairment, impaired executive
7 functioning, and diminished ability to safely manage
8 complex housing, financial, and property-related
9 matters.

10 61A. Plaintiff further alleges that at the time of the
11 foregoing promises, representations, and related
12 property transactions in 2020 and 2021, Plaintiff was
13 suffering from a substantial intracranial tumor later
14 measured at approximately 3.5 x 2.9 centimeters. As
15 reflected in Plaintiff's March 6, 2020 MRI (exhibit D),
16 the tumor was causing significant mass effect on the
17 cerebellum, apparent compression of the fourth
18 ventricle, and moderate hydrocephalus. During this
19 period, Plaintiff experienced progressive hearing loss,
20 tinnitus, balance impairment, fatigue, cognitive
21 slowing, and diminished ability to evaluate complex
22 financial, legal, and property-related matters.

23 Defendant was aware of Plaintiff's declining health,
24 neurological symptoms, increasing dependence upon
25 stable housing, and anticipated need for major
26 neurological treatment and recovery.

27 62. Plaintiff alleges that Defendant made the foregoing
28 promises and representations with the intent to induce

1 Plaintiff to relinquish her ownership interest in the
2 La Plata property, execute the related quitclaim deed,
3 and obtain sole ownership and control of the La Plata
4 property, while assuring Plaintiff that she would
5 continue to have housing stability and the right to
6 reside at the residence during her anticipated medical
7 treatment and postoperative recovery period.

8 63. Plaintiff is informed and believes, and thereon
9 alleges, that at the time Defendant made the foregoing
10 promises and representations, Defendant did not intend
11 to fully honor or perform the promises concerning
12 Plaintiff's continued residence, housing stability, and
13 access to the La Plata property. Plaintiff further
14 alleges that Defendant intended to obtain the benefits
15 of Plaintiff's relinquishment of her ownership interest
16 and thereafter use the ownership position acquired
17 through the transaction to restrict, undermine, and
18 ultimately terminate Plaintiff's housing rights and
19 occupancy at the residence.

20 64. In reasonable reliance upon Defendant's foregoing
21 promises and representations, Plaintiff executed a
22 quitclaim deed relinquishing her ownership interest in
23 the La Plata property and materially changed her legal
24 and financial position. Plaintiff would not have
25 relinquished her ownership interest, transferred sole
26 ownership and control of the La Plata property to
27 Defendant, or agreed to the related property
28 transactions absent Defendant's representations that

1 Plaintiff would continue to have housing stability,
2 occupancy rights, and the ability to reside at and
3 return to the La Plata residence during her anticipated
4 medical treatment and postoperative recovery.

5 Plaintiff's reliance was reasonable given the
6 uncertainty of the COVID-19 pandemic, Plaintiff's
7 worsening neurological condition, anticipated open-
8 brain surgery, and concern for the wellbeing and
9 stability of the parties' minor children.

10 65. Shortly after execution of the written contract and
11 related quitclaim transactions, and inconsistent to his
12 promises, Defendant repudiated the written contract and
13 asserted that the written contract was allegedly
14 unenforceable or signed under duress, despite Defendant
15 having voluntarily executed the written contract and
16 accepted the benefits of the related property
17 arrangements, and despite Plaintiff continuing to
18 reside at the La Plata residence and continuing to rely
19 upon Defendant's promises through the time of her open-
20 brain surgery in June 2022.

21 65A. Plaintiff later discovered that on or about May 2,
22 2022, while Plaintiff was preparing for open-brain
23 surgery scheduled for June 1, 2022, Defendant filed a
24 Request for Order in Ventura County Superior Court
25 seeking, among other relief, an order requiring
26 Plaintiff to vacate the La Plata residence and
27 proceedings concerning the sale of the Alostia property.
28 These filings were inconsistent with Defendant's prior

1 promises and representations that Plaintiff would
2 continue to reside at, and have access to, the La Plata
3 residence during her anticipated medical treatment and
4 postoperative recovery period. Plaintiff was not aware
5 of, and did not reasonably appreciate the significance
6 of, Defendant's May 2, 2022 filings at the time due to
7 her neurological condition, impending surgery, and
8 related impairments. Plaintiff did not discover and
9 appreciate the significance of these filings until
10 years later while reviewing court records and related
11 documents. Plaintiff is informed and believes, and
12 thereon alleges, that Defendant's May 2, 2022 filings
13 are further evidence that Defendant intended to obtain
14 the benefits of Plaintiff's relinquishment of her
15 ownership interest in the La Plata while using, or
16 intending to use, the ownership position acquired
17 through that transaction to restrict, undermine, and
18 ultimately terminate Plaintiff's housing rights and
19 occupancy at the La Plata residence.

20 66. Plaintiff further alleges that during Plaintiff's
21 hospitalization and postoperative recovery period,
22 Defendant continued making inconsistent verbal and
23 text-message representations concerning Plaintiff's
24 housing situation, including statements acknowledging
25 that Plaintiff's return to the La Plata residence
26 remained a "backup plan" (Exhibit C) while
27 simultaneously insisting that Plaintiff instead
28 relocate to the Alost property despite Plaintiff's

1 medical vulnerability and ongoing instability, code-
2 related issues, and later forced-sale proceedings filed
3 by Defendant relating to the Alostta property.

4 66A. Plaintiff is informed and believes, and thereon
5 alleges, that during Plaintiff's hospitalization in
6 July 2022 and discharge-planning process following open
7 brain surgery, hospital personnel, including a social
8 worker involved in discharge planning, communicated
9 with Defendant regarding Plaintiff's postoperative
10 condition, anticipated care needs, functional
11 limitations, and need for housing stability and
12 assistance during recovery. Plaintiff is informed and
13 believes that Defendant therefore had actual knowledge
14 of Plaintiff's significant medical vulnerability,
15 including neurological impairments and limitations
16 affecting her ability to independently manage housing,
17 property, and financial matters. Despite such
18 knowledge, Defendant continued to represent that
19 Plaintiff should relocate to the Alostta property rather
20 than return to the La Plata residence, while
21 simultaneously refusing to provide housing or
22 assistance and despite knowing, or having reason to
23 know, of the substantial code-compliance, property-
24 related, and financial issues affecting the Alostta
25 property.

26 66B. Plaintiff did not discover and reasonably
27 appreciate the significance of Defendant's May 2, 2022
28 filing until approximately 2025 while gathering court

1 records and related documents in connection with
2 subsequent legal proceedings. At the time of the
3 filing, Plaintiff was preparing for open-brain surgery
4 and experiencing neurological impairments that affected
5 her ability to understand, investigate, and appreciate
6 the significance of the filing.

7 66C. Plaintiff alleges that Defendant's May 2, 2022
8 filing was directly inconsistent with his prior
9 representations that Plaintiff could continue residing
10 at, and return to, the La Plata residence during her
11 anticipated medical treatment and recovery period. This
12 conduct, occurring less than four weeks before
13 Plaintiff's open brain surgery and while Plaintiff
14 continued to rely upon Defendant's promises, is
15 evidence from which Defendant's intent not to perform
16 and fraudulent inducement may reasonably be inferred.

17 67. Although Plaintiff had previously arranged
18 automatic mortgage payments and had engaged a real-
19 estate agent concerning the Alostá property prior to
20 hospitalization, Plaintiff was not reasonably capable
21 during the relevant postoperative period of
22 independently comprehending, evaluating, or resolving
23 the full extent of the Alostá property issues and
24 related housing instability. Plaintiff's postoperative
25 incapacity further impaired her ability to protect her
26 interests, challenge Defendant's conduct, or mitigate
27 the consequences of Defendant's prior
28 misrepresentations.

1 68. Between April 2021 and Plaintiff's discharge from
2 St. John's Hospital in or about mid-July 2022,
3 Plaintiff continued to rely upon Defendant's
4 representations that she would retain stable housing
5 and be permitted to reside at or return to the La Plata
6 residence during her medical treatment and recovery.
7 Plaintiff did not understand that Defendant had already
8 taken actions inconsistent with those representations
9 and therefore continued to act in reliance upon them
10 while preparing for surgery and during the
11 postoperative recovery period.

12 69. Plaintiff further alleges that Defendant later
13 claimed Plaintiff had been told to permanently leave
14 the La Plata residence beginning in or about 2020
15 (Exhibit C). Plaintiff denies such characterization and
16 alleges that, had Defendant clearly represented that
17 Plaintiff would not be permitted to continue residing
18 at the La Plata property during Plaintiff's anticipated
19 medical treatment and postoperative recovery period,
20 Plaintiff would not have relinquished ownership
21 interests or materially changed Plaintiff's legal and
22 financial position.

23 69A. Plaintiff relinquished her ownership interest in
24 the La Plata property and materially changed her legal
25 and financial position in reasonable reliance upon
26 Defendant's promises and representations. Absent those
27 promises and representations, Plaintiff would not have
28 relinquished her ownership interest or agreed to the

1 related property transactions, particularly given the
2 uncertainty of the COVID-19 pandemic, Plaintiff's
3 anticipated open-brain surgery and recovery, and
4 Plaintiff's concern for the stability and wellbeing of
5 the parties' minor children.

6 70. Following Plaintiff's discharge from St. John's
7 Hospital in or about mid-July 2022 after open-brain
8 surgery, rather than permitting Plaintiff to return to
9 the La Plata residence despite the parties' written
10 housing contract and Defendant's prior representations
11 that Plaintiff would continue to reside at, and have
12 access to, the La Plata residence during her
13 anticipated medical recovery, Defendant instead relied
14 upon the ownership position and control he had obtained
15 through Plaintiff's relinquishment of her ownership
16 interest to deny Plaintiff the housing stability and
17 occupancy rights previously promised. Instead of
18 permitting Plaintiff to return to the La Plata
19 residence as previously promised, Defendant directed
20 Plaintiff to relocate to the Alost property despite
21 Plaintiff's significant neurological disability,
22 postoperative limitations, and need for stable housing
23 assistance.

24 71. Plaintiff reasonably relied upon Defendant's
25 promises and representations and would not have
26 relinquished ownership interests or materially changed
27 position absent such reliance.

28 72. As a direct and proximate result of Defendant's

1 conduct, Plaintiff suffered substantial housing
2 instability, loss of ownership rights, loss of housing
3 security, relocation-related expenses, Bay Area rental
4 and temporary housing costs, financial harm, disruption
5 of medical recovery, emotional distress, and other
6 damages according to proof at trial.

7 Defendant knowingly entered into the written contract
8 with the intent not to perform the promises and
9 representations concerning Plaintiff's continued
10 housing, residency rights, and access to the La Plata
11 residence, and induced Plaintiff to relinquish valuable
12 ownership rights and transfer sole ownership and
13 control of the La Plata property to Defendant in
14 reliance upon those false promises and representations.
15 Defendant's conduct was carried out with oppression,
16 fraud, and malice within the meaning of California
17 Civil Code section 3294. Defendant knowingly subjected
18 Plaintiff, a medically vulnerable individual, to cruel
19 and unjust hardship in conscious disregard of
20 Plaintiff's rights, health, financial security, housing
21 stability, and wellbeing. Defendant's conduct was
22 intentional, despicable, and undertaken with knowledge
23 of Plaintiff's vulnerability and dependence, thereby
24 entitling Plaintiff to punitive damages according to
25 proof.

26 SIXTH CAUSE OF ACTION

27 Declaratory Relief

28 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,

1 inclusive)

2 73. Plaintiff realleges and incorporates by reference
3 all preceding paragraphs as though fully set forth
4 herein.

5 74. On or about April 30, 2021, Plaintiff and Defendant
6 entered into a written contract concerning Plaintiff's
7 housing, occupancy, financial, and property-related
8 rights.

9 75. In said written contract, Defendant Jeff Pengilley
10 specifically agreed "that Karolina Pengilley lives at
11 La Plata till at least their son, Nathaniel Pengilley
12 is 18."

13 76. Plaintiff is informed and believes, and based
14 thereon alleges, that the foregoing provision
15 constituted a material promise concerning Plaintiff's
16 continued housing stability, occupancy rights, and
17 ability to remain at the La Plata property during a
18 medically vulnerable period of Plaintiff's life.

19 77. Plaintiff reasonably relied upon Defendant's
20 express written promise concerning continued residence
21 at the La Plata property in making substantial
22 financial, medical, and property-related decisions.

23 78. On the same date said written contract was
24 executed, Plaintiff relinquished Plaintiff's ownership
25 interest in the La Plata property by executing a
26 quitclaim deed in reliance upon Defendant's written
27 promises and assurances, including the express written
28 promise that Plaintiff would continue residing at the

1 La Plata property until at least the time the parties'
2 son reached the age of eighteen.

3 79. Plaintiff's reliance upon Defendant's written
4 promises was reasonable under the circumstances,
5 including during the COVID-19 pandemic and while
6 Plaintiff was preparing for significant neurological
7 treatment and anticipated open brain surgery.

8 80. Without Defendant's written promise concerning
9 stable housing and continued occupancy at the La Plata
10 property, Plaintiff would not have relinquished
11 Plaintiff's ownership interest in said property.

12 81. In said written contract, Defendant Jeff Pengilley
13 further agreed "that Karolina Pengilley has full access
14 to her safe per the final judgment."

15 82. Plaintiff is informed and believes, and based
16 thereon alleges, that the foregoing provision
17 constituted an written contract concerning Plaintiff's
18 continued access to personal property, financial
19 materials, documents, possessions, and related property
20 rights.

21 83. In said written contract, Defendant Jeff Pengilley
22 further agreed "to extend the due date for the \$40,000
23 owed that has been delayed due to Covid-19 without the
24 interest rate."

25 84. Plaintiff is informed and believes, and based
26 thereon alleges, that the foregoing provision
27 constituted financial accommodation and acknowledgment
28 of Plaintiff's financial circumstances during the

1 COVID-19 pandemic and related hardships.

2 85. In said written contract, Defendant JEFFREY
3 PENGILLEY further agreed "to refinance Alostá mortgage
4 rate."

5 86. Plaintiff is informed and believes, and based
6 thereon alleges, that the foregoing provision
7 constituted a written contract concerning financial
8 obligations and property-related responsibilities
9 associated with the Alostá property.

10 87. In said written contract, Defendant Jeff Pengilley
11 further agreed "to sign the quitclaim on Alostá."

12 88. Plaintiff is informed and believes, and based
13 thereon alleges, that the foregoing provision
14 constituted a written contract concerning transfer
15 and/or relinquishment of ownership interests associated
16 with the Alostá property.

17 89. Plaintiff is informed and believes, and based
18 thereon alleges, that although Plaintiff relinquished
19 Plaintiff's ownership interest in the La Plata property
20 contemporaneously with the parties' written contract,
21 Defendant did not similarly relinquish Defendant's
22 ownership interest in the Alostá property as
23 contemplated by the parties' written contract.

24 90. A true and correct copy of the April 30, 2021
25 written contract will be attached hereto as Exhibit A.

26 91. An actual controversy has arisen and now exists
27 between Plaintiff and Defendants concerning the
28 parties' respective rights and obligations arising from

1 each individual provision of the April 30, 2021 written
2 contract.

3 92. Plaintiff contends that the foregoing provisions
4 constituted valid and enforceable promises,
5 representations, and contractual obligations upon which
6 Plaintiff reasonably relied.

7 93. Plaintiff is informed and believes, and based
8 thereon alleges, that Defendants dispute the
9 enforceability, interpretation, legal effect,
10 performance obligations, and/or breach of one or more
11 provisions of the April 30, 2021 written contract.

12 94. Plaintiff further contends that Defendants
13 interfered with Plaintiff's occupancy, housing
14 stability, possession, financial security, and related
15 contractual rights contrary to the parties' written
16 contract and Plaintiff's reasonable reliance thereon.

17 95. A judicial declaration is necessary and appropriate
18 because the parties continue to dispute the validity,
19 enforceability, interpretation, performance, and legal
20 effect of the April 30, 2021 written contract, creating
21 present uncertainty regarding their respective rights
22 and obligations. The primary controversy concerns the
23 validity, enforceability, interpretation, and legal
24 effect of Defendant's express written promise that
25 Plaintiff would continue residing at the La Plata
26 property until at least the parties' son reached the
27 age of eighteen. Plaintiff contends that this provision
28 constituted a material contractual promise concerning

1 her housing stability, occupancy rights, and continued
2 residence at the La Plata property, upon which she
3 reasonably relied in relinquishing her ownership
4 interest and transferring sole ownership and control of
5 the property to Defendant.

6 Plaintiff seeks a judicial determination concerning:

7 a. The validity and enforceability of each provision of
8 the April 30, 2021 written contract;

9 b. Plaintiff's occupancy and housing-related rights
10 arising from said written contract;

11 c. The parties' respective property-related rights and
12 obligations;

13 d. Whether Defendant breached one or more obligations
14 arising from said written contract;

15 e. Whether Plaintiff reasonably relied upon Defendant's
16 written promises and representations; and

17 f. Whether Plaintiff possesses continuing occupancy,
18 housing, access, and property-related rights arising
19 from the April 30, 2021 written contract.

20 96. Plaintiff presently seeks a judicial determination
21 of these controversies in order to resolve uncertainty
22 regarding the parties' legal rights and obligations.

23 WHEREFORE, Plaintiff prays for declaratory relief as
24 set forth in the Prayer for Relief below.

25 SEVENTH CAUSE OF ACTION

26 Dependent Adult Abuse - Welfare & Institutions Code

27 §15610.23 et seq.

28 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,

1 inclusive)

2 97. Plaintiff realleges and incorporates by reference
3 all preceding paragraphs as though fully set forth
4 herein.

5 98. At all relevant times herein, Plaintiff was a
6 dependent adult within the meaning of California
7 Welfare and Institutions Code section 15610.23.

8 99. At all relevant times herein, Plaintiff was
9 suffering from significant neurological and medical
10 impairments, including conditions associated with a
11 brain tumor, hydrocephalus, neurological decline,
12 hearing loss, facial paralysis, cognitive impairment,
13 surgical recovery, and related physical and functional
14 limitations.

15 100. Plaintiff's conditions substantially limited
16 Plaintiff's ability to independently protect
17 Plaintiff's housing stability, financial interests, and
18 personal welfare during the relevant time period.

19 100A. As a result of Plaintiff's brain tumor,
20 hydrocephalus, progressive neurological symptoms, and
21 subsequent surgical treatment and recovery, Plaintiff
22 experienced cognitive impairment, diminished executive
23 functioning, fatigue, impaired judgment, hearing loss,
24 balance dysfunction, and reduced ability to
25 independently manage complex financial, housing, legal,
26 and property-related matters. These conditions
27 substantially increased Plaintiff's dependence upon
28 stable housing, assistance from others, and protection

1 from exploitation during the relevant period.

2 101. Defendant knew of Plaintiff's medical condition,
3 neurological impairments, dependence, vulnerability,
4 and diminished ability to independently secure stable
5 housing and financial protection.

6 102. Defendant further knew that Plaintiff was
7 preparing for and recovering from significant
8 neurological treatment and open brain surgery during
9 portions of the relevant period.

10 103. Despite such knowledge, Defendant induced
11 Plaintiff to relinquish Plaintiff's ownership interest
12 in the La Plata property through written promises and
13 assurances concerning continued housing stability and
14 occupancy.

15 104. Plaintiff reasonably relied upon Defendant's
16 written promise in the written contract (Exhibit A)
17 that "Karolina Pengilley lives at La Plata till at
18 least their son, Nathaniel Pengilley is 18," together
19 with Defendant's related written promises and
20 representations.

21 104A. Plaintiff's dependency and vulnerability were
22 known to Defendant prior to Plaintiff's relinquishment
23 of her ownership interest in the La Plata property.

24 104B. Following Plaintiff's March 2020 diagnosis of a
25 3.5 cm brain tumor with hydrocephalus and progressive
26 neurological impairment, Defendant obtained Plaintiff's
27 execution of documents relinquishing Plaintiff's
28 ownership interest in the La Plata property in reliance

1 upon Defendant's written promises concerning continued
2 housing stability, occupancy rights, financial
3 accommodations, and related property protections.

4 104C. At the time of the foregoing transactions,
5 Plaintiff was experiencing significant hearing loss,
6 tinnitus, balance dysfunction, fatigue, cognitive
7 slowing, and diminished ability to evaluate complex
8 financial, legal, and property-related matters.

9 Defendant was aware of Plaintiff's declining health,
10 increasing dependence upon stable housing, and
11 anticipated need for major neurological treatment and
12 recovery.

13 104D. Defendant obtained substantial benefit from
14 Plaintiff's relinquishment of her ownership interest
15 while Plaintiff was in a medically vulnerable condition
16 and unable to protect her interests to the same extent
17 as a healthy and independent adult.

18 104E. Following Plaintiff's June 2022 open brain
19 surgery and prolonged hospitalization, rehabilitation,
20 and recovery, Plaintiff became further dependent upon
21 stable housing, assistance from others, and a safe
22 recovery environment.

23 104F. Despite knowledge of Plaintiff's postoperative
24 condition, neurological impairments, facial paralysis,
25 hearing loss, balance dysfunction, cognitive
26 limitations, and recovery needs, Defendant denied
27 Plaintiff the benefit of the housing stability
28 previously promised and directed Plaintiff to reside at

1 the Alostá property rather than permitting Plaintiff to
2 return to the La Plata residence.

3 104G. Defendant further directed Plaintiff to the
4 Alostá property despite knowledge of housing-related
5 and code-compliance issues affecting that property,
6 Plaintiff's limited ability to independently protect
7 her own interests, and Plaintiff's need for stable and
8 supportive housing during recovery from major
9 neurological surgery.

10 104H. Defendant's conduct substantially interfered with
11 Plaintiff's housing stability, recovery environment,
12 personal security, emotional well-being, and ability to
13 safely recover from significant neurological surgery.

14 104I. Defendant exercised substantial control and
15 influence over Plaintiff's housing and property
16 circumstances during the relevant period and knew that
17 Plaintiff depended upon stable housing and a supportive
18 recovery environment due to Plaintiff's neurological
19 impairments, postoperative condition, and diminished
20 ability to independently obtain and secure appropriate
21 housing. Defendant used that position to obtain
22 substantial benefits from Plaintiff's relinquishment of
23 property rights while depriving Plaintiff of housing
24 protections and stability upon which Plaintiff
25 reasonably depended.

26 104J. Defendant knew or reasonably should have known
27 that disruption of Plaintiff's housing stability during
28 neurological treatment and recovery would foreseeably

1 cause emotional distress, increased stress, financial
2 hardship, diminished recovery conditions, and
3 additional harm to Plaintiff's health, safety, and
4 wellbeing.

5 105. After Plaintiff relinquished Plaintiff's ownership
6 interest in the La Plata property in reliance upon said
7 promises, Defendant engaged in conduct interfering with
8 Plaintiff's housing stability, occupancy, possession,
9 financial security, and recovery environment.

10 106. Plaintiff is informed and believes, and based
11 thereon alleges, that Defendant's conduct included
12 interference with housing rights, destabilization of
13 Plaintiff's living conditions, coercive conduct, and
14 actions taken in conscious disregard of Plaintiff's
15 medically vulnerable condition.

16 106A. Defendant's conduct included interference with
17 Plaintiff's housing stability and recovery environment
18 despite knowledge of Plaintiff's neurological
19 impairments, dependence upon stable housing, and
20 ongoing medical recovery. Plaintiff is informed and
21 believes that Defendant directed Plaintiff toward
22 unstable or unsuitable housing arrangements to Alost
23 property while aware of Plaintiff's diminished ability
24 to independently protect her own interests (Exhibit C).

25 107. Plaintiff is informed and believes, and based
26 thereon alleges, that Defendant's conduct constituted
27 abuse and/or neglect of a dependent adult within the
28 meaning of the Elder Abuse and Dependent Adult Civil

1 Protection Act by knowingly interfering with
2 Plaintiff's housing stability, recovery environment,
3 and ability to protect her own interests while aware of
4 Plaintiff's dependent adult status, neurological
5 impairments, and medical vulnerability due to her large
6 brain tumor.

7 108. As a direct and proximate result of Defendant's
8 conduct, Plaintiff suffered harm including housing
9 instability, emotional distress, financial harm,
10 worsening stress during neurological recovery, loss of
11 security, and related damages according to proof.

12 109. Defendant's conduct was carried out with conscious
13 disregard of Plaintiff's rights, health, safety, and
14 wellbeing and was oppressive, fraudulent, and malicious
15 within the meaning of California law.

16 WHEREFORE, Plaintiff prays for relief as set forth in
17 the Prayer for Relief below.

18 EIGHTH CAUSE OF ACTION

19 Financial Abuse of a Dependent Adult - Welfare &
20 Institutions Code §15610.30

21 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,
22 inclusive)

23 100. Plaintiff realleges and incorporates by reference
24 all preceding paragraphs as though fully set forth
25 herein.

26 101. At all relevant times herein, Plaintiff was a
27 dependent adult within the meaning of California
28 Welfare and Institutions Code section 15610.23.

1 102. At all relevant times herein, Plaintiff was
2 suffering from significant neurological and medical
3 impairments, including conditions associated with a
4 brain tumor, hydrocephalus, hearing loss, facial
5 paralysis, cognitive impairment, neurological decline,
6 surgical recovery, and related physical and functional
7 limitations.

8 103. Plaintiff's medical condition substantially
9 limited Plaintiff's ability to independently protect
10 Plaintiff's financial interests, housing stability,
11 property rights, and overall welfare during the
12 relevant period.

13 104. Defendant knew of Plaintiff's medically vulnerable
14 condition, neurological impairments, diminished earning
15 capacity, inability to maintain normal employment, and
16 dependence upon stable housing and financial security
17 during the relevant period.

18 105. On or about April 30, 2021, Defendant entered into
19 a written contract with Plaintiff concerning
20 Plaintiff's housing, occupancy, financial rights, and
21 property-related interests.

22 106. In said written contract, Defendant expressly
23 agreed, among other things, that "Karolina Pengilley
24 lives at La Plata till at least their son, Nathaniel
25 Pengilley is 18."

26 107. Contemporaneously with said written contract,
27 Plaintiff relinquished Plaintiff's ownership interest
28 in the La Plata property by executing a quitclaim deed

1 in reliance upon Defendant's written promises and
2 assurances concerning continued housing stability,
3 occupancy, and related protections.

4 108. Plaintiff reasonably relied upon Defendant's
5 written promises and representations in relinquishing
6 valuable property rights and refraining from securing
7 alternative housing and financial protections.

8 109. Plaintiff's reliance upon Defendant's written
9 promises was reasonable under the circumstances,
10 including during the COVID-19 pandemic and while
11 Plaintiff was preparing for significant neurological
12 treatment and anticipated open brain surgery.

13 110. Without Defendant's written promises and
14 assurances concerning stable housing and continued
15 occupancy at the La Plata property, Plaintiff would not
16 have relinquished Plaintiff's ownership interest in
17 said property.

18 110A. At the time Plaintiff executed documents
19 relinquishing her ownership interest in the La Plata
20 property, Plaintiff was suffering from significant
21 neurological symptoms associated with a diagnosed brain
22 tumor, hydrocephalus, hearing loss, tinnitus, balance
23 dysfunction, fatigue, cognitive slowing, and diminished
24 ability to evaluate complex financial and property-
25 related matters.

26 110B. Defendant knew of Plaintiff's medical condition,
27 anticipated need for major neurological treatment,
28 reduced earning capacity, and dependence upon stable

1 housing and financial security.

2 110C. Defendant obtained substantial benefit from
3 Plaintiff's relinquishment of her ownership interest
4 while Plaintiff was medically vulnerable and
5 substantially limited in her ability to independently
6 protect her financial and property interests.

7 110D. Plaintiff is informed and believes that Defendant
8 used Plaintiff's vulnerability, dependence upon housing
9 stability, and reliance upon Defendant's written
10 promises and representations to obtain and retain
11 valuable property rights under circumstances
12 constituting wrongful use and/or undue influence.

13 110E. Defendant knew or reasonably should have known
14 that Plaintiff's reliance upon Defendant's promises
15 concerning continued occupancy, housing stability, and
16 related financial protections would cause Plaintiff to
17 refrain from pursuing alternative housing arrangements,
18 legal protections, and financial safeguards.

19 111. Although Plaintiff relinquished Plaintiff's
20 ownership interest in the La Plata property
21 contemporaneously with the parties' written contract,
22 Defendant did not relinquish Defendant's ownership
23 interest in the Alostá property as contemplated by the
24 parties' written contract.

25 112. Portions of the Alostá property contained
26 longstanding code-related issues and nonconforming
27 conditions existing prior to Plaintiff's sole ownership
28 and continuing throughout the parties' ownership

1 period.

2 113. Such conditions included failure of the original
3 septic systems servicing the property, issues relating
4 to original window locations, original electrical
5 wiring throughout the older home, together with other
6 repair, remediation, and compliance-related matters
7 requiring correction prior to the eventual sale of the
8 property.

9 114. Replacement of two failed septic systems and
10 substantial additional corrective work became necessary
11 before the property could be sold.

12 115. Defendant knew or reasonably should have known
13 that the property could not reasonably be sold without
14 substantial repairs, remediation, and correction of
15 code-related issues and nonconforming conditions.

16 116. Despite such knowledge, Defendant filed to force
17 sale of the property (Exhibit F) while expecting
18 Plaintiff to bear substantial repair, remediation,
19 septic replacement, electrical, and compliance-related
20 expenses necessary to complete the sale process.

21 117. Although Defendant retained ownership interests
22 and rights associated with the Alostta property,
23 Defendant failed to adequately assist with or
24 contribute toward substantial repair, remediation,
25 septic replacement, electrical, and compliance-related
26 expenses associated with resolving said longstanding
27 conditions and violations.

28 118. Plaintiff was ultimately forced to undertake and

1 coordinate substantial repair, remediation, septic
2 replacement, and compliance-related efforts necessary
3 for completion of the sale despite Plaintiff's medical
4 disability, inability to maintain regular employment,
5 and ongoing recovery from significant neurological
6 treatment and open brain surgery.

7 119. During this period, Plaintiff required assistance
8 from members of Plaintiff's church community, including
9 Deacon Harold and others, in attempting to address the
10 overwhelming financial, practical, and physical burdens
11 associated with the property and sale process.

12 120. During Plaintiff's recovery from significant
13 neurological treatment and open brain surgery,
14 Defendant pursued legal filings and related actions
15 concerning the sale of the Alostia property while
16 knowing Plaintiff was medically disabled, unable to
17 maintain normal employment, experiencing significant
18 neurological impairments, and dependent upon limited
19 financial resources.

20 120A. Defendant knew or reasonably should have known
21 that substantial code-compliance, repair, remediation,
22 septic, electrical, and related issues affecting the
23 Alostia property required significant expenditures,
24 coordination, and corrective work before the property
25 could reasonably be sold.

26 120B. Defendant nevertheless pursued actions that
27 increased Plaintiff's financial burdens and obligations
28 associated with the Alostia property while Plaintiff was

1 medically impaired, recovering from open brain surgery,
2 unable to maintain regular employment, and
3 substantially limited in her ability to independently
4 manage complex property-related matters.

5 120C. Defendant knew or reasonably should have known
6 that such actions would foreseeably increase
7 Plaintiff's financial hardship, legal expenses,
8 emotional distress, and instability during a period of
9 significant medical vulnerability.

10 121. Defendant knew or should have known that
11 Plaintiff, as a medically vulnerable dependent adult,
12 would likely rely upon Defendant's written promises
13 concerning stable housing, financial accommodation,
14 continued occupancy, and related property protections.

15 121A. Defendant exercised substantial influence and
16 control over Plaintiff's housing and financial
17 circumstances during periods in which Defendant knew
18 Plaintiff was medically vulnerable, dependent upon
19 stable housing, and unable to protect her interests to
20 the same extent as a healthy and independent adult.

21 122. Defendant obtained and retained Plaintiff's
22 ownership interest in the La Plata property and
23 deprived Plaintiff of valuable property rights through
24 wrongful use and/or undue influence while Plaintiff was
25 a medically vulnerable dependent adult within the
26 meaning of Welfare and Institutions Code section
27 15610.30 due to her large brain tumor and related
28 health issues.

1 123. Defendant's conduct constituted financial abuse of
2 a dependent adult within the meaning of Welfare and
3 Institutions Code section 15610.30.

4 124. As a direct and proximate result of Defendant's
5 conduct, Plaintiff suffered damages including loss of
6 property rights, housing instability, financial harm,
7 increased legal expenses, emotional distress, loss of
8 security, worsening stress during neurological
9 recovery, and related damages according to proof.

10 125. Defendant's conduct was carried out with
11 oppression, fraud, and malice within the meaning of
12 California Civil Code section 3294. Defendant knowingly
13 subjected a medically vulnerable dependent adult to
14 cruel and unjust hardship in conscious disregard of
15 Plaintiff's rights, health, financial security, housing
16 stability, recovery needs, and wellbeing. Defendant's
17 conduct was intentional, despicable, and undertaken
18 with knowledge of Plaintiff's vulnerability, dependence
19 upon stable housing, diminished ability to protect her
20 interests, and need for significant neurological
21 treatment and recovery, thereby entitling Plaintiff to
22 enhanced remedies, punitive damages, and all other
23 relief permitted by law.

24 WHEREFORE, Plaintiff prays for relief as set forth in
25 the Prayer for Relief below.

26 As a direct and proximate result of Defendant's
27 conduct, Plaintiff suffered damages according to proof
28 at trial.

1 NINTH CAUSE OF ACTION

2 Intentional Infliction Of Emotional Distress

3 (Against Defendant Jeffrey R. Pengilley and DOES 1-20,
4 inclusive)

5 126. Plaintiff realleges and incorporates by reference
6 paragraphs 1 through 125 as though fully set forth
7 herein.

8 127. Since about early 2020, Defendant knew Plaintiff
9 was suffering from a serious brain tumor and
10 experiencing significant neurological symptoms,
11 including cognitive difficulties, and increasing
12 functional limitations. Defendant further knew
13 Plaintiff was preparing for major open brain surgery
14 and would require substantial recovery, stability,
15 support, and housing security. Defendant knew, or
16 reasonably should have known, that Plaintiff's medical
17 vulnerability, cognitive limitations, anticipated
18 surgery, and dependence upon stable housing and family
19 support made her particularly susceptible to severe
20 emotional distress if those sources of stability and
21 support were disrupted during her recovery.

22 127A. Plaintiff's neurological condition and
23 postoperative recovery, including cognitive impairment,
24 partial facial paralysis, balance dysfunction, left
25 vocal cord paralysis, and other neurological
26 complications, remained ongoing for years following
27 surgery. In April 2025, MRI imaging continued to
28 demonstrate a residual brain tumor measuring

1 approximately 1.4 cm, confirming that Plaintiff's
2 condition and recovery were not temporary and that
3 Plaintiff continued to experience the effects of her
4 neurological injuries and related complications.
5 Plaintiff's partial facial paralysis and left vocal
6 cord paralysis have persisted and remain permanent
7 impairments.

8 127B. Plaintiff further alleges that, during one of the
9 most medically vulnerable periods of her recovery,
10 Defendant refused to permit Plaintiff's return to the
11 La Plata residence despite the parties' written
12 contract and prior verbal and written communications
13 concerning Plaintiff's continued housing following the
14 open brain surgery. Instead, Defendant directed
15 Plaintiff to reside at the Alostia property while sale-
16 related proceedings and significant code-compliance
17 issues remained ongoing. Plaintiff alleges that these
18 circumstances created substantial stress, instability,
19 uncertainty, and emotional hardship that compounded the
20 challenges of her neurological recovery.

21 128. Defendant knew Plaintiff was medically vulnerable,
22 financially dependent upon limited resources, and
23 substantially limited in her ability to protect her own
24 interests due to her medical condition, anticipated
25 neurological treatments, and multiple post-surgical
26 recoveries.

27 128A. Plaintiff is informed and believes, and thereon
28 alleges, that during Plaintiff's hospitalization and

1 discharge-planning process, a social worker involved in
2 Plaintiff's care and discharge planning communicated
3 with Defendant regarding Plaintiff's anticipated
4 postoperative limitations, need for assistance,
5 anticipated outpatient therapies, and expected care
6 requirements following open brain surgery.

7 129. In or about mid-July 2022, while Plaintiff
8 remained hospitalized following open brain surgery and
9 was preparing for discharge, Plaintiff continued to
10 believe she would be permitted to return to the La
11 Plata residence consistent with the parties' prior
12 agreements and communications. Plaintiff discussed with
13 the parties' 18-years old daughter, who was then
14 residing at the La Plata residence, the practical
15 assistance Plaintiff might require during her recovery,
16 including help obtaining food and other basic
17 necessities due to Plaintiff's partial facial
18 paralysis, balance dysfunction, inability to drive, and
19 other postoperative limitations. Shortly thereafter,
20 Defendant sent Plaintiff a text message stating, "Why
21 are you asking Evie to buy you food? Please don't put
22 her in the middle of things that is not fair to her."

23 (Exhibit F) Plaintiff understood the communication as
24 interference with and gatekeeping of Plaintiff's
25 relationship and communications with the parties'
26 daughter at a time when Plaintiff remained hospitalized
27 and medically vulnerable. Plaintiff further alleges
28 that, prior to the surgery, she enjoyed a close and

1 supportive relationship with the parties' daughter and
2 that Defendant's conduct contributed to tension,
3 confusion, and emotional distress during Plaintiff's
4 recovery.

5 129A. At the time Plaintiff was discharged from the
6 hospital and directed to reside at the Alostia property,
7 the parties' children continued residing full-time at
8 the La Plata residence with Defendant. As a result of
9 Defendant's decision not to permit Plaintiff's return
10 to the La Plata residence and the resulting housing
11 arrangements during Plaintiff's recovery from open
12 brain surgery and significant postoperative
13 impairments, Plaintiff became separated from the
14 children during a critical period of recovery. The
15 resulting separation caused Plaintiff significant
16 emotional distress, fear, anxiety, isolation, and
17 grief. Plaintiff further alleges that Defendant knew,
18 or reasonably should have known, that separating
19 Plaintiff from her children during such a medically
20 vulnerable period would cause substantial emotional
21 harm thereby compounding the challenges Plaintiff faced
22 during her recovery from open brain surgery and related
23 neurological impairments.

24 129B. Defendant knew that Plaintiff had devoted a
25 substantial portion of her adult life to raising the
26 parties' children, including leaving her engineering
27 career to serve as a full-time homemaker and primary
28 caregiver. Defendant therefore knew, or reasonably

1 should have known, that separating Plaintiff from the
2 children during her recovery from open brain surgery
3 would cause Plaintiff significant emotional pain,
4 distress, anxiety, and suffering.

5 129C. Plaintiff further alleges that child-support
6 payments ceased during her hospitalization and recovery
7 periods and did not resume until approximately mid-
8 2023. This occurred while Plaintiff was suffering from
9 significant neurological impairments, cognitive
10 limitations, partial facial paralysis, and other
11 postoperative complications, while remaining separated
12 from the parties' children and later excluded from the
13 La Plata residence as a result of Defendant's refusal
14 to permit her return. Plaintiff is informed and
15 believes that Defendant had the financial ability to
16 continue providing support that would have assisted
17 Plaintiff in maintaining stability and meaningful
18 involvement with the parties' children during her
19 recovery. Instead, Defendant ceased such support at a
20 time when Plaintiff was medically vulnerable and
21 substantially dependent upon stable housing, family
22 support, and assistance. Plaintiff alleges that
23 Defendant knew, or reasonably should have known, that
24 these actions would increase Plaintiff's fear of
25 becoming further separated from her children and
26 contribute to grief, anxiety, isolation, and emotional
27 distress during a critical period of recovery.

28 130. At the time of Defendant's conduct, Defendant knew

1 Plaintiff was preparing for or recovering from major
2 neurological surgery, was unable to maintain regular
3 employment, suffered significant physical and
4 neurological impairments, had limited income, depended
5 upon stable housing and support, and was particularly
6 susceptible to emotional distress.

7 131. Defendant's conduct was extreme and outrageous and
8 exceeded the bounds of conduct ordinarily tolerated in
9 a civilized society. Defendant knew, or acted with
10 reckless disregard of the probability, that such
11 conduct would cause Plaintiff severe emotional
12 distress.

13 131A. Defendant pressured Plaintiff to relinquish
14 valuable property rights while knowing Plaintiff was
15 medically vulnerable, financially dependent, facing a
16 serious neurological condition, preparing for open
17 brain surgery, and relying on his promises concerning
18 housing and stability. After obtaining the benefit of
19 Plaintiff's relinquishment, Defendant repudiated those
20 promises and engaged in conduct that increased
21 Plaintiff's housing insecurity, isolation, and
22 emotional distress during a period of severe medical
23 impairment, continued medical interventions and
24 recovery.

25 131B. In Spring of 2023, while still recovering at her
26 friend's in the San Francisco Bay Area, Plaintiff
27 received a disturbing text message indicating that her
28 father had been hospitalized and that the parties' son

1 was experiencing significant emotional and academic
2 difficulties. At the time, Plaintiff remained
3 physically impaired, unable to drive, dependent upon
4 ongoing medical treatment, and continued to recover
5 from open brain surgery and related neurological
6 complications. Plaintiff remained concerned about her
7 son's wellbeing and emotional health while
8 simultaneously struggling to regain her own
9 independence and functional abilities.

10 131Ba. Despite Plaintiff's ongoing medical limitations
11 and emotional distress, Plaintiff undertook significant
12 efforts to regain independence and assist her family.
13 In or about April or May 2023, Plaintiff returned to
14 Camarillo, obtained housing, resumed driving despite
15 continuing physical limitations, and began efforts to
16 assist both her father and the parties' son. Following
17 Plaintiff's return to Camarillo, Plaintiff engaged in
18 numerous discussions with Defendant regarding resuming
19 custodial time with the parties' then-minor son.

20 131Bb Plaintiff was concerned that the parties' son was
21 experiencing depression, falling behind academically,
22 and engaging in risky behaviors including alcohol use.
23 In response, Plaintiff sought to become more actively
24 involved in her son's life. Despite still recovering
25 from major neurological surgery and related
26 complications, Plaintiff sought educational support,
27 and provided increased parental guidance and
28 supervision. Plaintiff subsequently secured housing,

1 reestablished 50/50 custody, obtained tutoring
2 assistance for the parties' son, enrolled him in
3 Taekwondo, and attempted to re-establish a stable
4 parent-child relationship while continuing her
5 recovery.

6 131Bc. Despite multiple text exchanges and plans
7 regarding renewing custody, in or about June 2023,
8 Defendant contacted law enforcement and reported that
9 Plaintiff had improperly taken the parties' son and
10 that the child was in danger. Defendant personally
11 accompanied law-enforcement officers to Plaintiff's
12 apartment complex gate in connection with Incident No.
13 23-79145.

14 131Bd. Because Plaintiff feared Defendant and did not
15 feel safe allowing him access to the apartment complex,
16 Plaintiff did not permit Defendant beyond the entrance
17 gate. A law-enforcement officer subsequently contacted
18 Plaintiff by telephone and requested to speak with the
19 parties' son. The parties' son met law-enforcement
20 officers at the entrance gate of Plaintiff's apartment
21 complex and spoke directly with law enforcement,
22 confirming that he was safe and present voluntarily.
23 Thereafter he returned to Plaintiff's apartment. No
24 further action was taken.

25 131Be. Plaintiff had lawful custodial rights at the
26 time and had informed Defendant that the parties' son
27 was with her. The incident caused Plaintiff significant
28 fear, anxiety, humiliation, sleep disturbance,

1 emotional distress, and concern that her efforts to
2 rebuild a relationship with her son would be disrupted
3 during an ongoing period of medical recovery. During
4 the incident, the parties' son stated to Plaintiff,
5 "Mom, you could have been arrested," which Plaintiff
6 experienced as further evidence of the strain the
7 incident had placed upon their relationship.

8 131Bf. Following the June 2023 law-enforcement
9 incident, and despite Plaintiff's continued efforts to
10 maintain and strengthen the parent-child relationship,
11 Plaintiff observed a significant deterioration in her
12 relationship with the parties' son. Plaintiff observed
13 that the parties' son became increasingly distant,
14 appeared less receptive to Plaintiff's guidance and
15 support, appeared dismissive of Plaintiff's emotional
16 distress, increasingly withdrew from Plaintiff, and
17 resisted Plaintiff's efforts to maintain a close
18 parent-child relationship. Plaintiff observed that
19 these changes were inconsistent with the close parent-
20 child relationship she had worked to rebuild following
21 her surgery and recovery. The parties' son later moved
22 to reside full-time with Defendant a few months before
23 reaching the age of eighteen.

24 131C. In or about 2024, during Plaintiff's continuing
25 recovery from major neurological surgery and related
26 complications. Plaintiff remained visibly affected by
27 partial facial paralysis and other neurological
28 impairments resulting from her brain tumor and surgery.

1 Defendant was aware of those conditions and Plaintiff's
2 ongoing efforts to rebuild family relationships and
3 social confidence following years of illness and
4 recovery. Defendant continued engaging in conduct that
5 interfered with Plaintiff's efforts to restore
6 relationships with her family, support network, and the
7 parties' son. For example, when Plaintiff's father
8 organized a family sailing trip to the Channel Islands
9 involving family members, including the parties' son,
10 Defendant sent Plaintiff a text message stating that he
11 preferred Plaintiff not to attend because Defendant's
12 brother would be present. Plaintiff reasonably
13 understood the communication as an effort to discourage
14 her participation in a family gathering and further
15 isolate her from family support during a period when
16 Plaintiff was still recovering from the effects of her
17 neurological condition and attempting to restore
18 relationships that had been disrupted during her
19 illness and recovery. As a result, Plaintiff felt
20 humiliated, excluded, emotionally distressed, and
21 fearful of creating additional conflict, and did not
22 attend the gathering.

23 131D. In or about 2025, after the parties' son
24 underwent knee surgery, Plaintiff attempted to assist
25 and support the parties' son during his recovery.
26 Despite the passage of time since the parties' housing
27 agreement and Plaintiff's continued efforts to maintain
28 a relationship with the parties' son, Defendant

1 informed Plaintiff in advance that she would not be
2 permitted to remain overnight at the La Plata
3 residence. Plaintiff reasonably understood the
4 communication as a continuation of Defendant's
5 longstanding practice of treating Plaintiff as though
6 she had no right to be present at the residence and of
7 limiting Plaintiff's role in the parties' son's care
8 and recovery. Plaintiff felt humiliated, excluded, and
9 distressed by Defendant's conduct.

10 131E. Defendant intended to cause Plaintiff emotional
11 distress or acted with reckless disregard of the
12 probability that his conduct would cause Plaintiff
13 severe emotional distress while she was recovering
14 after open brain surgery and partial facial paralysis.

15 131F. Taken together, Defendant's conduct constituted a
16 deliberate and continuing pattern of exploitation
17 directed at a medically vulnerable individual facing a
18 serious neurological condition, major brain surgery,
19 and prolonged recovery. Defendant induced Plaintiff to
20 relinquish valuable property rights through promises of
21 housing stability, repudiated those promises after
22 obtaining the benefit of Plaintiff's relinquishment,
23 and thereafter engaged in conduct that foreseeably
24 undermined Plaintiff's housing security, neurological
25 recovery, emotional wellbeing, financial stability, and
26 relationship with the parties' children. Defendant
27 knew, or acted with reckless disregard of the
28 probability, that such conduct would cause, contribute

1 to, compound, and exacerbate Plaintiff's severe
2 emotional distress during an already difficult medical
3 recovery.

4 132. As a direct and proximate result of Defendant's
5 conduct, Plaintiff suffered severe emotional distress
6 including anxiety, fear, humiliation, insecurity, sleep
7 disturbance, panic symptoms, emotional trauma, loss of
8 enjoyment of life, and psychological suffering.

9 133. Plaintiff was diagnosed with PTSD, participated in
10 counseling and therapy, was prescribed Zoloft and other
11 medications, experienced panic attacks, episodes of
12 awakening with anxiety and heart palpitations, sleep
13 disruption, and other PTSD-related symptoms, remained
14 on Zoloft until approximately 2025, and continues to
15 experience emotional distress and PTSD-related
16 symptoms.

17 134. Defendant's conduct was carried out with
18 oppression, fraud, and malice within the meaning of
19 California Civil Code section 3294. Defendant knowingly
20 subjected Plaintiff to cruel and unjust hardship in
21 conscious disregard of Plaintiff's rights, health,
22 housing stability, recovery needs, family
23 relationships, and wellbeing. Plaintiff is therefore
24 entitled to punitive damages according to proof.

25 WHEREFORE, Plaintiff prays for relief as set forth in
26 the Prayer for Relief below.

27 V. PRAYER FOR RELIEF

28 WHEREFORE, Plaintiff prays for judgment against

1 Defendant Jeffrey R. Pengilley and DOES 1-20,
2 inclusive, as follows:
3 1. For compensatory damages according to proof at
4 trial;
5 2. For consequential, incidental, and economic damages
6 according to proof at trial;
7 3. For restitution according to proof;
8 4. For damages for emotional distress according to
9 proof at trial;
10 5. For punitive and exemplary damages where permitted
11 by law;
12 6. For declaratory relief concerning the parties'
13 respective rights and obligations under the April 30,
14 2021 written agreement;
15 7. For costs of suit incurred herein;
16 8. For pre-judgment and post-judgment interest as
17 permitted by law;
18 9. For such other and further relief as the Court deems
19 just and proper.

20 VI. JURY DEMAND

21 Plaintiff hereby demands a trial by jury on all issues
22 so triable.

23
24 DATED: June 4, 2026

25
26 KAROLINA J. PENGILLEY Plaintiff, In Pro Per
27
28

1 **EXHIBIT INDEX**

2 **Exhibit A:** April 30, 2021 Written Agreement signed by
3 Jeffrey ("Jeff") Pengilley and Karolina Pengilley.

4
5 **Exhibit B:** Grant Deed / Transfer of Plaintiff's
6 ownership interest in 2901 La Plata Drive, signed April
7 30, 2021 and recorded May 5, 2021.

8
9 **Exhibit C:** July 2022 text messages concerning
10 Plaintiff's housing, recovery, relocation to Alostá,
11 and Defendant's direction regarding housing
12 arrangements following brain surgery.

13
14 **Exhibit D:** March 6, 2020 MRI report documenting a 3.5 x
15 2.9 cm cerebellopontine brain angle mass and
16 hydrocephalus.

17
18 **Exhibit E:** April 28, 2025 MRI report documenting
19 residual vestibular schwannoma and continuing
20 neurological impairment.

21
22 **Exhibit F:** July 8, 2022 text message exchange
23 reflecting Plaintiff's ongoing postoperative housing
24 needs and Defendant's reference to the pending court
25 hearing concerning the parties' property and housing
26 dispute.

Exhibit A

April 30, 2021 Written Agreement signed by Jeffrey
("Jeff") Pengilley and Karolina Pengilley.

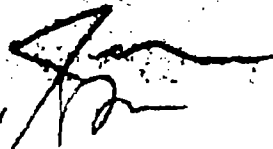
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4/30/2021

I Jeff Pengilley, agree:

1. that Karolina Pengilley lives at La Plata till at least their son, Nathaniel Pengilley is 18.
2. that Karolina Pengilley has full access to her safe per the final judgment
3. to extend the due date for the \$40,000 owed that has been delayed due to Covid-19 without the interest rate.
4. to refinance Alosta mortgage rate
5. to sign the quitclaim on Alosta

JEFFREY PENGILLEY



4/30/21

KAROLINA PENGILLEY

4/30/21

Exhibit B

Grant Deed / Transfer of Plaintiff's ownership interest
in 2901 La Plata Drive, executed April 2021 and
recorded May 5, 2021.

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RECORDING REQUESTED BY: *SPL*
Stewart Title - Glendale
MAIL TAX STATEMENTS
AND WHEN RECORDED MAIL TO:

Mr. Jeffrey Pengilley
2901 La Plata Drive
Camarillo, CA 93010

20210505-00091281-0 1/3
Ventura County Clerk and Recorder
MARK A. LUNN
05/05/2021 12:32:22 PM
1823348 \$20.00 ON

Electronically Recorded in Official Records,
County of Ventura

THIS SPACE FOR RECORDER'S USE ONLY:

Title Order No.: CA0310-21007980-38

Escrow No.: 003820-JM

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$0.00

"This conveyance is, in dissolution of marriage by one spouse to the other, R & T 11927."

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of [^] AND **CAMARILLO**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Jeffrey Pengilley (who acquired title as Jeff Pengilley) and Karolina Pengilley, husband and wife joint tenants.

hereby GRANT(s) to:

**Exempt from fee per GC27388.1;
document transfers real property that is
a residential dwelling to an owner-occupier**

**Jeffrey Pengilley, an unmarried man
CITY OF CAMARILLO,**

the real property in the County of Ventura, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 2901 La Plata Drive, Camarillo, CA 93010
AP#: 111-0-070-015
Dated April 12, 2021

[Signature]

Jeffrey Pengilley

[Signature]

Karolina Pengilley

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

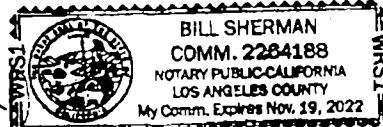
STATE OF CALIFORNIA
COUNTY OF *Ventura*

On *4/30/2021* before me, *Bill Sherman* A Notary Public personally appeared *Karolina Pengilley & Jeffrey* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____

[Signature]
[Signature]



MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

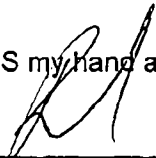
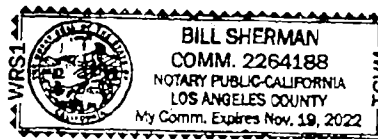
County of Ventura)

On 4-30-2021 before me, Bill Sherman, Notary Public
(Here insert name and title of the officer)

personally appeared Jeffrey Pengilly & Karolina Pengilly who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Camarillo, County of Ventura, State of California, and is described as follows:

A condominium comprised of:

Parcel I

An undivided 1/6th fee simple interest as a tenant in common in and to Lot 1 as shown on the Condominium Plan for Lots 1 through 14, inclusive, of Tract No. 5172, filed in Book 139, Pages 52 through 54, inclusive, of Miscellaneous Records (Maps), in the Office of the County Recorder of Ventura County, State of California, which Condominium Plan was recorded on November 24, 1999, as Instrument No. 99-212530, of Official Records of said County.

Excepting therefrom, Units 1 through 6, inclusive, as shown on said Condominium Plan.

Also excepting therefrom, that certain interest reserved by Howard C. Alphson, Trustee of Kathleen McPhail Duntley Trust B, in Deed recorded in Book 4449, Page 102, of Official Records, said Deed recites as follows:

"Reserving all oil, gas, hydrocarbon substances and other mineral and fissionable substances lying in, on and under the above described lands."

Parcel II

Unit No. 1 of Lot 1, consisting of certain airspace and surface and subsurface elements, as shown and described in said Condominium Plan for Lots 1 through 14 of Tract No. 5172.

Reserving therefrom easements and rights-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and, remove at any time and from time to time, landscaping and irrigation systems, storm drain facilities, sub-drains, utility lines (including, but not limited to, electricity, telephone, gas, sewer, water, coaxial cable, pull boxes, fire hydrants and television) and meters and appurtenant structures and facilities necessary to provide such utility service, on, over, under and across that portion of the Unit being a strip of land bounded on one or more sides by the private streets shown on said Condominium Plan as a Public Utility Easement and having the width specified in said Condominium Plan, the recorded Map of Tract No. 5172 and/or the Declaration. Grantor reserves the right to grant to any third persons (including any public utility, governmental entity, or private or public corporation), at any time in the future, said easements as may be necessary or desirable for the benefit of the Fairways at Sterling Hills Owners Association and/or the members thereof.

Parcel III:

Nonexclusive easements for access, ingress, egress, use, enjoyment, drainage, encroachment, support, maintenance, repairs and for other purposes, all as described in the Declaration.

APN: 111-0-070-015

Exhibit C

July 2022 text messages concerning Plaintiff's housing, recovery, relocation to Alostá, and Defendant's direction regarding housing arrangements following brain surgery.

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jeff >

Zuza said that you agreed that I can stay. I have nowhere to go.

There is no boarding for two days

It will be ok. Don't worry.

God will bless you for your hard work

I don't know when my dad is coming back

I will join the Bible Study tonight at 7

As you are

I promise God will reward you for your hard work.

I said that as a backup plan about 3 weeks ago. The first option is Alostia. We are going to be back to the same issues if you stay at my home - I have asked you to move back to Alostia since 2020.

3:13

VIII

The insurance agreed that
stay till _____ sday
Lisa is _____ July 15 th
for a v _____
jeff)

722

Jul 8, 2022 at 5:19PM

Are you aware that we have
our 3x rescheduled court
hearing on Monday?

No. I wasn't Thank you.
What about ?
I couldn't talk to Don

I will call him tomorrow

Thank you 🙏

What do you mean 'what is
it about?'. It is your court
action regarding title and
my counter regarding living
at my house.

You should plan to do
board & care until Lisa is
here, then get set up at
Alosta with your dad's help.



Text Message • SMS



that I can stay. I have

< 722

at my house. jeff >

You should plan to do board & care until Lisa is here, then get set up at Alostia with your dad's help.






Zuza said that you agreed that I can stay. I have nowhere to go. There is no boarding for two days It will be ok. Don't worry. God will bless you for your hard work

I don't know when my dad is coming back



I will join the Bible Study tonight at 7 As you are I promise God will reward you for your hard work. 🙏

3:14

722

that I can stay. I have
nowhere to go.    86
There is no boarding for
two days. 
It will be  Don't worry.
God will bless you for your
hard work

I don't know when my dad
is coming back

I will join the Bible Study
tonight at 7
As you are
I promise God will reward
you for your hard work. 


I said that as a backup plan
about 3 weeks ago. The
first option is Alostia. We
are going to be back to the
same issues if you stay at
my home - I have asked
you to move back to Alostia
since 2020, this seems like
a good time to transition. I
continue to pray for your
healing and understanding.

Jul 8, 2022 at 8:50 PM



Text Message • SMS



Study on zoom until now

Exhibit D

March 6, 2020 MRI report documenting a 3.5 x 2.9 cm cerebellopontine angle mass and hydrocephalus.

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Continued: Page 2 of 2

Patient: PENGILLEY, KAROLINA
MRN: SC9326
Date of Birth: 12/22/1968
Date of Exam: 03/06/2020

1. 3.5 x 2.9 cm left cerebellopontine angle mass extending in the left internal auditory canal causing significant mass effect on the left cerebellum and apparent compression of the fourth ventricle. Recommend further evaluation with IAC protocol MRI.
2. Moderate hydrocephalus, potentially related to compression of the fourth ventricle by left CP angle mass.

03/06/2020 09:30 AM

Electronically signed by:
JUSTIN BICK-FORRESTER, MD

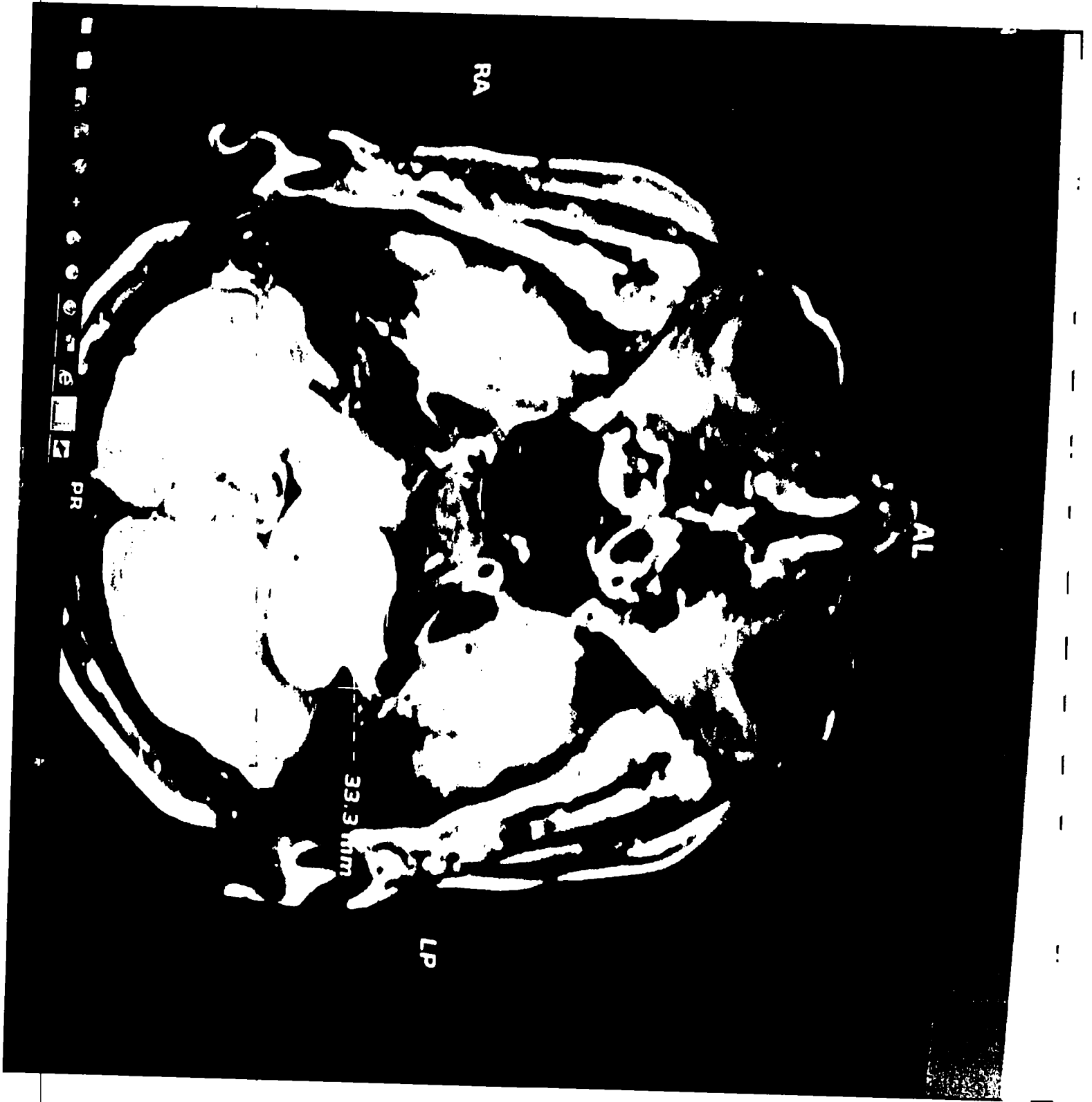
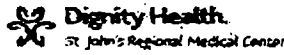


Exhibit E

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2 April 28, 2025 MRI report documenting residual
3 vestibular schwannoma and continuing neurological
4 impairment.
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Rolling Oaks Radiology St. John's
 1700 N. Rose Ave. Suite 110
 Oxnard, CA 93030
 Phone: (805) 983-0883
 Fax: (805) 983-1029

Ordered By

PENGILLEY, KAROLINA
 MRN: 1026201BR1
 DOB: 12-22-1968 Sex: F
 Phone: (805) 443-8544

DR Nuhzer

QUINTON GOPEN, MD
 200 UCLA MEDICAL PLZ, STE 550
 LOS ANGELES CA, 90095

Date of Service: 04-28-2025

*NUVO
 DR BROWN
 NOTE*

FAX: (310) 206-7384

EXAM: MRI INTERNAL AUDITORY CANALS WITHOUT AND WITH CONTRAST

HISTORY: Vestibular schwannoma post resection

TECHNIQUE: Multiplanar, multisequence MRI of the brain with special attention to the internal auditory canals was obtained with and without intravenous contrast. Dedicated thin slice images through the internal auditory canals were obtained. Contrast: The patient was injected with 11 cc Clariscan from a 15 cc single-use vial (remainder discarded).

COMPARISON: MR brain 3/2/2022, CT brain 5/20/2022

FINDINGS:

Changes from left suboccipital craniotomy for resection of previously visualized large enhancing mass centered at the left cerebellopontine angle extending into the left internal auditory canal. There is encephalomalacia/gliosis along the lateral aspect of the left cerebellar hemisphere with suspected hemosiderin staining. The cisternal segments of the left 7th/8th cranial nerve complex are not definitively visualized. There is residual enhancement in the left internal auditory canal measuring approximately 0.6 x 1.4 x 0.6 cm, likely residual vestibular schwannoma. The right seventh/8th cranial nerve complexes and cerebellopontine angle are within normal limits.

The diffusion-weighted sequence is degraded by susceptibility artifact from a right frontal approach ventriculostomy catheter reservoir. No restricted diffusion in the nondegraded portions of the examination.

Right frontal approach ventriculostomy catheter terminates in the region of the anterior third ventricle. Previously visualized hydrocephalus has resolved. There is diffuse dural thickening/enhancement. No midline shift. The basal cisterns are maintained. Intracranial flow voids are preserved.

The paranasal sinuses are well-aerated. Opacification of the right mastoid tip.

IMPRESSION:

Post surgical changes from left suboccipital craniotomy for resection of previously visualized vestibular schwannoma. The cisternal left 7th/8th cranial nerve complex is not discretely visualized. There is residual enhancement in the left internal auditory canal measuring up to 1.4 cm, likely residual schwannoma.

Right frontal approach ventriculostomy catheter with interval improvement in previously visualized hydrocephalus. Diffuse dural thickening/enhancement is noted and may be seen in the setting of chronic shunting/over shunting and clinical correlation is recommended.

Exhibit F

July 8, 2022 text message exchange reflecting
Plaintiff's ongoing postoperative housing needs and
Defendant's reference to the pending court hearing
concerning the parties' property and housing dispute

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◀ Camera



January 13, 2024

6:14 PM



in July of 2022.

9:20 👤



Today
6:27 PM

All Photos



jeff >

Jul 8, 2022 at 2:28 PM

Why are you asking Evie to buy you food? Please don't put her in the middle of things that is not fair to her.

I said that's all I need help with
The insurance agreed that I stay till Tuesday
Lisa is coming July 15 th for a week

Jul 8, 2022 at 5:19 PM

Are you aware that we have our 3x rescheduled court hearing on Monday?

