

PLD-C-001

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Hector Orellana 4211 W. 1st St # 3 Santa Ana, CA 92703</p> <p>TELEPHONE NO: 657-247-8092 FAX NO. (Optional): E-MAIL ADDRESS (Optional): hectorkemp@yahoo.com ATTORNEY FOR (Name): Pro Per</p>	<p>FOR COURT USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF CALIFORNIA STREET ADDRESS: 700 Civic Center Drive MAILING ADDRESS: 700 Civic Center Drive CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center</p>	
<p>PLAINTIFF: Hector Orellana DEFENDANT: Jessie Lopez <input checked="" type="checkbox"/> DOES 1 TO 1</p>	
<p>CONTRACT</p> <p><input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number):</p> <p><input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number):</p>	
<p>Jurisdiction (check all that apply):</p> <p><input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000 but does not exceed \$25,000</p> <p><input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)</p> <p><input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited</p>	<p>CASE NUMBER: 30-2022-01258717-CU-BC-CJC</p> <p>Assigned for All Purposes Judge Stephanie George</p>

1. Plaintiff* (name or names):
Hector Orellana
alleges causes of action against defendant* (name or names):
Jessie Lopez
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. a. Each plaintiff named above is a competent adult
 except plaintiff (name):
(1) a corporation qualified to do business in California
(2) an unincorporated entity (describe):
(3) other (specify):
- b. Plaintiff (name):
a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
b. has complied with all licensing requirements as a licensed (specify):
- c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.
4. a. Each defendant named above is a natural person
 except defendant (name):
(1) a business organization, form unknown
(2) a corporation
(3) an unincorporated entity (describe):
(4) a public entity (describe):
(5) other (specify):
- except defendant (name):**
(1) a business organization, form unknown
(2) a corporation
(3) an unincorporated entity (describe):
(4) a public entity (describe):
(5) other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

SHORT TITLE: Orellana vs Lopez	CASE NUMBER:
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4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) Doe defendants (specify Doe numbers): _____ are persons whose capacities are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. Defendants who are joined under Code of Civil Procedure section 382 are (names):

5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
- b. is excused from complying because (specify):

6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.

7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):

8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- Breach of Contract
- Common Counts
- Other (specify):

9. Other allegations:

10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: \$ 35,000.00
- b. interest on the damages
- (1) according to proof
- (2) at the rate of (specify): _____ percent per year from (date):
- c. attorney's fees
- (1) of: \$
- (2) according to proof.
- d. other (specify):

11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 04/14/2022

Hector Orellana

 (TYPE OR PRINT NAME)



 (SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

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1 **CAUSE OF ACTION—Breach of Contract**
(number)

ATTACHMENT TO Complaint Cross - Complaint
(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff *(name)*: Hector Orellana

alleges that on or about *(date)*:

a written oral other *(specify)*:

agreement was made between *(name parties to agreement)*:

Hector Orellana and Jessie Lopez

A copy of the agreement is attached as Exhibit A, or

The essential terms of the agreement are stated in Attachment BC-1 are as follows *(specify)*:

BC-2. On or about *(dates)*:

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts *(specify)*:

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

as stated in Attachment BC-4 as follows *(specify)*:

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute

of \$

according to proof.

BC-6. Other:

1 **Hector Orellana**
2 4211 W. 1st St #3
3 Santa Ana, CA 92703
4 Telephone:(657) 247-8092
5 E-mail: hectokemp@yahoo.com

6 Pro Per

7
8 **UNITED STATES DISTRICT OF COURT**
9 **COUNTY OF ORANGE**

10 HECTOR ORELLANA , an individual,

11 Plaintiff

12 vs.

13
14 Jessie Lopez, an individual

15 Defendant
16
17
18
19

Case No.:

CAUSE OF ACTION- BREACH OF
CONTRACT

20 **Attachment BC-1**

21 I, Hector Orellana, am filing a civil complaint against my last tenant, Jessie Lopez for
22 continued nonstop, unacceptable harassment. I, Hector Orellana leased one of my bedrooms in
23 my property located on 1702 E Fruit St., Santa Ana, CA 92701 to Myriam Rodriguez back in
24 January 2017. All was well until she transferred the lease to Jessie Lopez in early 2021.

25
26 The harassment began right after I, Hector Orellana let Jessie Lopez know that I was
27 putting the property up for sale. Jessie Lopez, purposefully and maliciously began to hide and
28 throw away my US mail without my consent. As an excuse for Jessie Lopez to delay the payment
of rent, she began to create plumbing issues when there were non existing before. As if that was

1 not enough, Jessie Lopez began to communicate with other tenants for them to start doing the
2 same malicious things that Lopez was doing.

3
4 I, Hector Orellana decided to sell the property located on 1702 E Fruit St., Santa Ana, CA
5 92701. I, Hector Orellana verbally notified Jessie Lopez and the other tenants that I would be
6 putting up the property up for sell. In January of 2022 I went ahead and gave Jessie Lopez and
7 the other tenants a 90 day notice to move out (see Exhibit A) Jessie Lopez refused to leave and I
8 was not able to sell the property since Lopez and other tenants were still residing there. Since
9 they refused to leave I was not able to sell the property and I lost almost a year worth of equity.

10
11 I pray the court to grant me the relief of \$40,000 to remedy my loses so I am able to move
12 on with my life and leave this behind me.

Exhibit A

LOAN # 2003122611

RESIDENTIAL LEASE AGREEMENT

THIS LEASE DATE WAS THE FIRST DAY OF JANUARY 2017 BETWEEN: THE LENDER HECTOR MANUEL ORELLANA AND THE TENANT MIRIAM RODRIGUEZ IN CONSIDERATION OF THE LANDLORD LEASING CERTAIN PERMISES TO THE TENANT AND OTHER VALUABLE CONSIDERATION THE PARTIES AGREE AS FOLLOWS:

THE RENT OF THE ROOM IS \$500.00 PER MONTH THE TENANT WILL PAY THE RENT ON OR BEFORE THE 5 OF EACH ANDEVERY MONTH OF THE TERM OF THIS LEASE.

THE LANDLORD AGREES TO RENT THE TENANT ONE ROOM OF THE HOUSE ADREES 1702 E. FRUIT ST. SANTA ANA CA 92701.

TERM: THE LEASE COMMENCES JANUARY FIRST 2017 AND ENDS WHEN THE TENANT WANTS WITH 30 DAYS OF NOTICE TO THE LANDLORD OF THE CONTINUOS YEARS.

IN WITNESS OF HECTOR M. ORELLANA AND RIGOBERTO MONROY HAVE DULY AFFIXED THEIR SIGNATURES


HECTOR MANUEL ORELLANA

LANDLORD

MIRIAM RODRIGUEZ

714-574-8018

