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2 **Declaration of Maria Lopez**

3 I, Maria Lopez, declare: **[Note: all names have been changed.]**

- 4 1. The following is based on my own personal knowledge and if called to testify, I could,
5 and would, testify competently thereto.
- 6 2. Plaintiff Tony Lopez (hereinafter “**TONY**”) is my husband. First person plural pronouns
7 (“we”, “us”, “our”) herein refer to TONY and me. We have three children, aged 22, 14
8 and 4.
- 9 3. We speak both English and Spanish, as do our three children. Defendant Ignatio Fuentes
10 (hereinafter “**FUENTES**”) also speaks both English and Spanish. Quotations herein
11 from conversations are paraphrased to the best of my recollections, and statements made
12 in Spanish have been translated into English by me.
- 13 4. We are, and since 1998 have been, the owners of a real property located in [redacted]
14 (hereinafter the “**PROPERTY**”). A diagram of most of the relevant portions of the
15 **PROPERTY** is set forth in **Exhibit 1** attached hereto (hereinafter the “**DIAGRAM**”).
16 The **DIAGRAM** is not to scale.
- 17 5. On the **PROPERTY** there is a two-story building (hereinafter the “**BUILDING**”),
18 portions of which is shown on the **DIAGRAM**. Some parts of the **DIAGRAM** are at
19 ground level, and other parts are at the second floor level. The **BUILDING** contains four
20 apartments on the second floor, all of which are shown on the **DIAGRAM**. The
21 **BUILDING** also contains two retail storefronts and one apartment at ground level, but
22 these are not shown on the **DIAGRAM**. The individual apartments and storefronts each
23 have their own street addresses. Also on the **PROPERTY**, behind the **BUILDING** is a
24 parking lot (hereinafter the “**PARKING LOT**”). An alley (hereinafter the “**ALLEY**”)
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2 runs along the back of the PROPERTY. The adjacent property to the South of the
3 PROPERTY is a motel, called the [redacted], which sits at the corner of [redacted].

4 6. The PROPERTY has three doors that open directly from the sidewalk along [redacted]
5 Avenue. Two of these three sidewalk doors are not shown in the DIAGRAM, and they
6 open into the two storefronts (also now shown). The third sidewalk door is shown in the
7 DIAGRAM, and is labeled “Front Door” (hereinafter the “**FRONT DOOR**”). As shown
8 on the DIAGRAM, the FRONT DOOR opens into a small ground-floor-level entry area
9 (hereinafter the “**ENTRY AREA**”). The mailboxes for the BUILDING are located in the
10 ENTRY AREA.

11 7. As shown on the DIAGRAM, a stairway (hereinafter the “**FRONT STAIRWAY**”)
12 ascends from the ENTRY AREA up to a second-floor hallway (hereinafter the
13 “**HALLWAY**”). The HALLWAY runs straight through the middle of the BUILDING to
14 a door labeled on the DIAGRAM as “Rear Door (kept open in summer)” (hereinafter the
15 “**REAR DOOR**”). The doors to three of the second-floor apartments open from the
16 HALLWAY. The REAR DOOR opens onto an exterior porch (hereinafter the
17 “**EXTERIOR PORCH**”) that is covered by roofing and surrounded by railings. The
18 door to the fourth second-floor apartment opens from the EXTERIOR PORCH. Another
19 stairway (hereinafter the “**REAR STAIRWAY**”) descends from the EXTERIOR
20 PORCH to a mid-level landing, and then into the PARKING LOT.

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22 8. As shown on the DIAGRAM, the PARKING LOT (and also the mid-level landing of the
23 REAR STAIRWAY) are surrounded by a fence. The portion of the fence that abuts the
24 ALLEY contains two gates. One is a sliding gate that is used for vehicles to access the
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2 PARKING LOT (hereinafter the “**SLIDING GATE**”). The other is a walk-through gate
3 (hereinafter the “**WALK-THRU GATE**”).

4 9. We provide the tenants in each apartment with a set of the following keys (hereinafter a
5 “**KEY SET**”): (a) a key to the door of their individual apartment, (b) a key to the FRONT
6 DOOR, (c) a key to their individual mailbox, and (d) a key to the SLIDING GATE.
7 Apartment tenants are not normally given a key to the WALK-THRU GATE.

8 10. We live with our three children in the BUILDING in a second-floor apartment
9 (hereinafter the “**OUR APARTMENT**”), which is labeled on the DIAGRAM as
10 “Plaintiffs’ Apt” and has the street address is [redacted]. I own and operates a business
11 in one of the BUILDING’S downstairs storefronts (hereinafter the “**SHOP**”), which is
12 not shown on the DIAGRAM and the street address is [redacted].

13 11. FUENTES is our tenant and lives in the second-floor apartment whose door opens onto
14 the EXTERIOR PORCH (hereinafter the “**DEFENDANT’S APARTMENT**”), which is
15 labeled on the DIAGRAM as “Defendant’s Apt” and has the street address [redacted].
16 We rented it to him in November 2007, and the monthly rent is \$850.00. On November
17 10, 2007, FUENTES moved into the DEFENDANT’S APARTMENT. Sometime in
18 December 2007, with Plaintiffs’ consent, FUENTES’S girlfriend [redacted] (hereinafter
19 “**GIRLFRIEND**”) moved into the DEFENDANT’S APARTMENT with an infant child
20 (hereinafter the “**BABY**”). However, he quickly fell behind in the rent and stopped
21 paying rent altogether after January 2008. He currently owes \$4,992.50 in rent.

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23 12. Under more ordinary landlord/tenant circumstances, we would have filed an action for
24 unlawful detainer to evict FUENTES for failure to pay rent. Indeed, in the early months
25 we served two notices on FUENTES in preparation for an unlawful detainer action.
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2 However, because of FUENTES’S conduct in the later months (described below) of
3 stalking, assault, extortion and threats of violence, including threats of violence in the
4 event of an eviction, we have opted not to file an unlawful detainer action at this time to
5 minimize the risk to their safety and the safety of their children.

6 13. This action under the civil harassment law (hereinafter the “**CH ACTION**”) is for a
7 temporary restraining order (hereinafter “**TRO**”) and three-year injunction prohibiting
8 harassment, and its purpose is to protect my safety and the safety of and my family.
9 Concurrently with filing this action, we are filing second and related action (hereinafter
10 the “**MONEY ACTION**”) for money damages, including for the tort of stalking under
11 Civil Code § 1708.7, as well as for recovery of rent. We will cause the process server to
12 serve the TRO and Order to Show Cause in the CH ACTION on FUENTES at the same
13 time that the Summons and Complaint in the MONEY ACTION is served on him. That
14 way, if FUENTES becomes abusive in response to being served (as we do anticipate), the
15 police will be able to arrest FUENTES for violating the TRO.

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17 14. Once protections are in place from the CH ACTION, and FUENTES’S conduct in
18 response thereto has been observed, then, when we feel safe doing so, we will proceed
19 with a third related action for unlawful detainer (hereinafter the “**UD ACTION**”). In the
20 MONEY ACTION and the CH ACTION, we are represented by attorney [redacted]. In
21 the UD ACTION, however, we will be represented by separate counsel, who specializes
22 in unlawful detainer and who will consult with [redacted] for coordination of the three
23 actions.

24 15. Since we are seeking recovery of rents in the MONEY ACTION, the UD ACTION will
25 only seek possession of the DEFENDANT’S APARTMENT—the UD ACTION will not
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2 seek recovery of any rents. Thus, the three actions will cleanly segregate the following
3 remedies: (a) money damages (the MONEY ACTION), (b) protection of our safety (the
4 CH ACTION), and (c) possession of the DEFENDANT’S APARTMENT (the UD
5 ACTION).

6 16. On or about late February 2008, FUENTES began parking a brand new full-sized car in
7 his compact parking space. He then telephoned MARIA, told her that he was getting a
8 personal loan to cover the rent, and requested that she lie to the lender by telling the
9 lender he had been living at the DEFENDANT’S APARTMENT for two years. MARIA
10 told him she would not to make any such statement to the lender, whereupon FUENTES
11 became angry and called her a “stupid, f..king bitch.”

12 17. On March 1, 2008, FUENTES presented a check for \$1,000 to me. FUENTES told me
13 not to deposit the check until March 15th because the funds would not be in the account
14 until then. He then demanded a written receipt stating that the \$1,000 had been paid in
15 cash, and he also demanded a letter from me stating that his rent was fully paid to date. I
16 refused both requests, whereupon FUENTES screamed at me, “I need you to do this so I
17 get a personal loan to pay the rent. You stupid, f..king bitch. You better do it.” I said
18 nothing and returned to OUR APARTMENT.

19 18. On or about March 3, 2008, I received a voicemail message from Mrs. [redacted] at
20 [redacted] (hereinafter “**ABC CREDIT**”) concerning verifying information on an
21 automobile loan application made by FUENTES. Two days later, I returned the call.
22 Notwithstanding that I had never spoken to anyone at ABC CREDIT, I was told that I
23 had already verified the information on FUENTES’S credit application, and that his car
24 loan had been approved. We are fearful that FUENTES managed to perpetrate some
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2 form if identity theft in order to cause ABC CREDIT to believe I verified the information
3 on FUENTES'S credit application, when in fact I had not.

4 19. On Saturday March 15, 2008, I approached FUENTES in the EXTERIOR PORCH and
5 politely requested that he move out. FUENTES replied that he does not want to move
6 because he really likes the apartment, that he is very happy there, and that the place is
7 quiet and clean, with no rodents or cockroaches and no noisy neighbors. I informed him
8 that he owed a lot of money and that she needed the money to make payments on the
9 BUILDING'S mortgage, and that he cannot stay unless he pays the rent. **FUENTES told**
10 **me to just leave him alone, otherwise, if I keep asking for the rent, he would lose his**
11 **temper and hurt me**. FUENTES then assured me that the funds were in the bank to
12 cover the \$1000 check. Later that day, I went to the bank the check was drawn on, but
13 the bank informed me there were insufficient funds. I then telephoned FUENTES, who
14 answered and said the bank made a mistake and that the funds would be in the account on
15 Monday (March 17th).

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17 20. Two days later, on Monday March 17, 2008, I went to the same bank and was again
18 informed there were insufficient funds to cover the check. I then telephoned FUENTES,
19 but he did not answer. I then knocked at the door of the DEFENDANT'S
20 APARTMENT, but he did not answer. I knocked repeatedly, and he finally answered. I
21 told him there were insufficient funds in the account, but he retorted that the money was
22 in the account. I then said, "Then, why don't you go to the bank, cash the check yourself,
23 and bring the cash to me?" **FUENTES then lost his temper and began screaming at**
24 **me**. He screamed that he was going to call the police. I replied, "Go ahead and call the
25 police." Then, in a softer tone of voice, **FUENTES told me he would harass all the**
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2 **other tenants so that they would move out, and we would end up with no tenants**
3 **except for him. FUENTES then glared fiercely at me and his eyes then got very**
4 **wide.** I got scared and took a few steps backwards. I then told him that she would have
5 to evict him. FUENTES replied, "**If you evict me I will hurt your kids, especially the**
6 **little one.**" I was terrified by this statement and immediately returned to OUR
7 APARTMENT.

8 21. On March 19, 2008, we went together to the police station and reported the March 17th
9 incident described in the preceding paragraph. The police then went us to the
10 DEFENDANT'S APARTMENT to talk with FUENTES, who answered the door holding
11 the BABY and denied everything. The police then advised us that we would need to take
12 FUENTES to court.

13 22. During the period from November 2007 through mid-March 2008, FUENTES claimed to
14 have lost his KEY SET four times (hereinafter the "**LOST KEY SET CLAIMS**"). Each
15 time he requested to borrow a KEY SET from me and promised to copy them to make
16 himself a new KEY SET, and then return them. Each time, I loaned him a KEY SET, but
17 FUENTES failed to return any of the loaned KEY SETS. However, one or more of
18 FUENTES'S LOST KEY SET CLAIMS were fabrications that were intended to harass
19 us.

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21 23. The fourth of the LOST KEY SET CLAIMS occurred on March 22, 2008.
22 GIRLFRIEND approached me in the PARKING LOT and told me she had left her keys
23 to the DEFENDANT'S APARTMENT hanging in the door and asked if I had taken
24 them. I did not take the keys and said I had not taken them. GIRLFRIEND then told me
25 that FUENTES had gotten very angry at her for leaving the keys in the door.

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2 GIRLFRIEND also told me that FUENTES was being abusive and that she was scared of
3 him. After GIRLFRIEND reported back to FUENTES that I had not taken the keys,
4 FUENTES called the police and complained that I had taken the keys (hereinafter
5 “**POLICE CALL ONE**”). The police responded before noon, entered the SHOP and
6 asked me if she had taken the keys. I told the police she had not, that this was his fourth
7 LOST KEY SET CLAIM, that each time he had borrowed a KEY SET to copy and failed
8 to return it, and that I was down to my last KEY SET, except that I no longer had a key to
9 his mailbox because I had loaned him my last one. The police asked me if I would
10 myself copy the keys, but also told me I was not obliged to make new keys for him. I
11 told the police I was too busy in the SHOP right then, but would do so later that day.

12 24. Later that same day (March 22, 2008), at approximately 5:30 p.m., FUENTES called the
13 police a second time (hereinafter “**POLICE CALL TWO**”) and again complained about
14 the keys. When the police responded, TONY was home, but I was gone to do various
15 errands, including making a new KEY SET. The following story was subsequently told
16 to me by TONY: The police questioned TONY about the keys, but TONY did not know
17 what was going on or that I had gone to make a new KEY SET. The police told TONY
18 that FUENTES claimed to have lost his entire KEY SET, including his keys to the CAR
19 GATE and the FRONT DOOR. However, after the police departed, TONY examined the
20 videos from the BUILDING’S security cameras and discovered that in the afternoon of
21 that same day (March 22, 2008) the cameras showed FUENTES (a) unlocking the CAR
22 GATE, and (b) unlocking the FRONT DOOR. (At the time, there was no camera
23 coverage of either the door to the DEFENDANT’S APARTMENT or the mailbox.)
24 Clearly, FUENTES was lying to the police about losing his KEY SET.

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2 25. Then, astonishingly, at approximately 8:00 p.m. on that same day (March 22, 2008),
3 FUENTES called the police a third time (hereinafter “**POLICE CALL THREE**”) and
4 again complained about the keys. I was still not back from my errands, and so the police
5 again questioned TONY about the keys. This time, TONY invited the officers into OUR
6 APARTMENT and explained to them that FUENTES’S LOST KEY SET CLAIMS were
7 bogus and that he was making them, and calling the police three times in one day, for the
8 purpose of harassing us. TONY then proved this to the police officers by playing back a
9 video showing FUENTES unlocking the CAR GATE and unlocking the FRONT DOOR
10 sometime between POLICE CALL ONE and POLICE CALL TWO!

11 26. On April 4, 2008 I knocked at the door of the DEFENDANT’S APARTMENT, but
12 FUENTES did not answer. I knocked repeatedly, and he finally answered. I demanded
13 the rent. FUENTES got angry and told me, “Don’t you dare ask me for any rent. You
14 should be the one giving money to me, because you have money and I don’t.”
15 FUENTES then told me that he had been following me when I drove my kids to
16 school, and thereby knows where they go to school. He said he had followed TONY
17 to work and thereby knows where he works. FUENTES said to me, “I can have my
18 hommies hurt your kids, and I don’t have to get my hands dirty with your family.
19 All it takes is a phone call and a few dollars, and your family will get hurt. \$850 in
20 rent money is nothing to have your family safe. Ignore me completely, like I’m not
21 here at all, and I will make sure nothing happens to your family.” I was terrified for
22 my safety and the safety of my family. I was also shocked to see how sick and dangerous
23 FUENTES is. I immediately returned to OUR APARTMENT.
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2 27. Terrified of FUENTES, I began to modify my behavior to avoid him. This included
3 carefully monitoring the video cameras, watching for whether his car in the parking lot,
4 and walking lengthier routes within the BUILDING in attempt to avoid encounters with
5 him.

6 28. On April 28, 2008 TONY knocked at the door of the DEFENDANT’S APARTMENT,
7 and FUENTES answered. TONY later told me what happened: TONY asked for the rent
8 and *told FUENTES to stop disrespecting, harassing and threatening me.* FUENTES
9 replied, **“F..k you. You can’t get me out of here even with six lawyers. If you ever**
10 **knock on this door again, then I will just take care of business. I have people who**
11 **can take care of you in no time for just a little money. The only thing I want is for**
12 **you to touch me. Go ahead and touch me so I can own this whole f..king building.**
13 **I’m telling the other tenants I am suing you, and you can’t do shit about it.”** I was in
14 OUR APARTMENT and overheard a portion of this conversation myself.

15 29. On April 29, 2008 FUENTES telephoned me and told me to come over because he is
16 moving out. I then knocked at the door of the DEFENDANT’S APARTMENT and
17 FUENTES answered. He then told me, **“I need \$18,000 to move out. You pay me**
18 **\$18,000 and I will move out. You think about it.”** I said nothing and returned to OUR
19 APARTMENT.

20 30. On April 30, 2008, as I was walking through the REAR DOOR to get to the REAR
21 STAIRWAY, FUENTES came out of the DEFENDANT’S APARTMENT and said to
22 me, **“Did you think about it? If you don’t want me to move out for \$18,000, then I**
23 **can call my hommies and they will hurt your family.”** I was terrified and retreated
24 into OUR APARTMENT.
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2 31. On May 3, 2008 the tenant in the apartment adjacent to OUR APARTMENT (labeled in
3 the DIAGRAM as “Other Apt A”) moved out. He told me that he was moving out
4 because he had overheard many of the statements made by FUENTES and was very
5 afraid.

6 32. On May 4, 2008, as I was walking through the REAR DOOR to get to the REAR
7 STAIRWAY, FUENTES came out of the DEFENDANT’S APARTMENT and said to
8 me, **“See, one by one your tenants will move out, and I will still be here. I will not**
9 **move out. Unless you pay me \$18,000. Will you?”** MARIA did not reply.
10 **FUENTES then got furious and shouted, “You’re not taking me seriously. You’re**
11 **not being smart about this.”** I was terrified and retreated into OUR APARTMENT.

12 33. After the May 4th incident, I took stronger measures to avoid FUENTES, including
13 instructing her children to stay as far away as possible from FUENTES. We were, and
14 still are, living in great fear of violence by FUENTES and/or his “hommies.”

15 34. On several occasions since May 4, 2008, **FUENTES has stood waiting in the**
16 **EXTERIOR PORCH knowing I would have to pass through to access the REAR**
17 **STAIRWAY. Each time, as I passed through, he said to me, “Where’s my money?”**

18 35. As a direct consequence of FUENTES’S conduct, we have been and are suffering
19 extreme, substantial and severe emotional distress.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct.

22 Dated: _____

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24 Maria Lopez

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Exhibit 1
DIAGRAM of the PROPERTY

[Redacted] Avenue

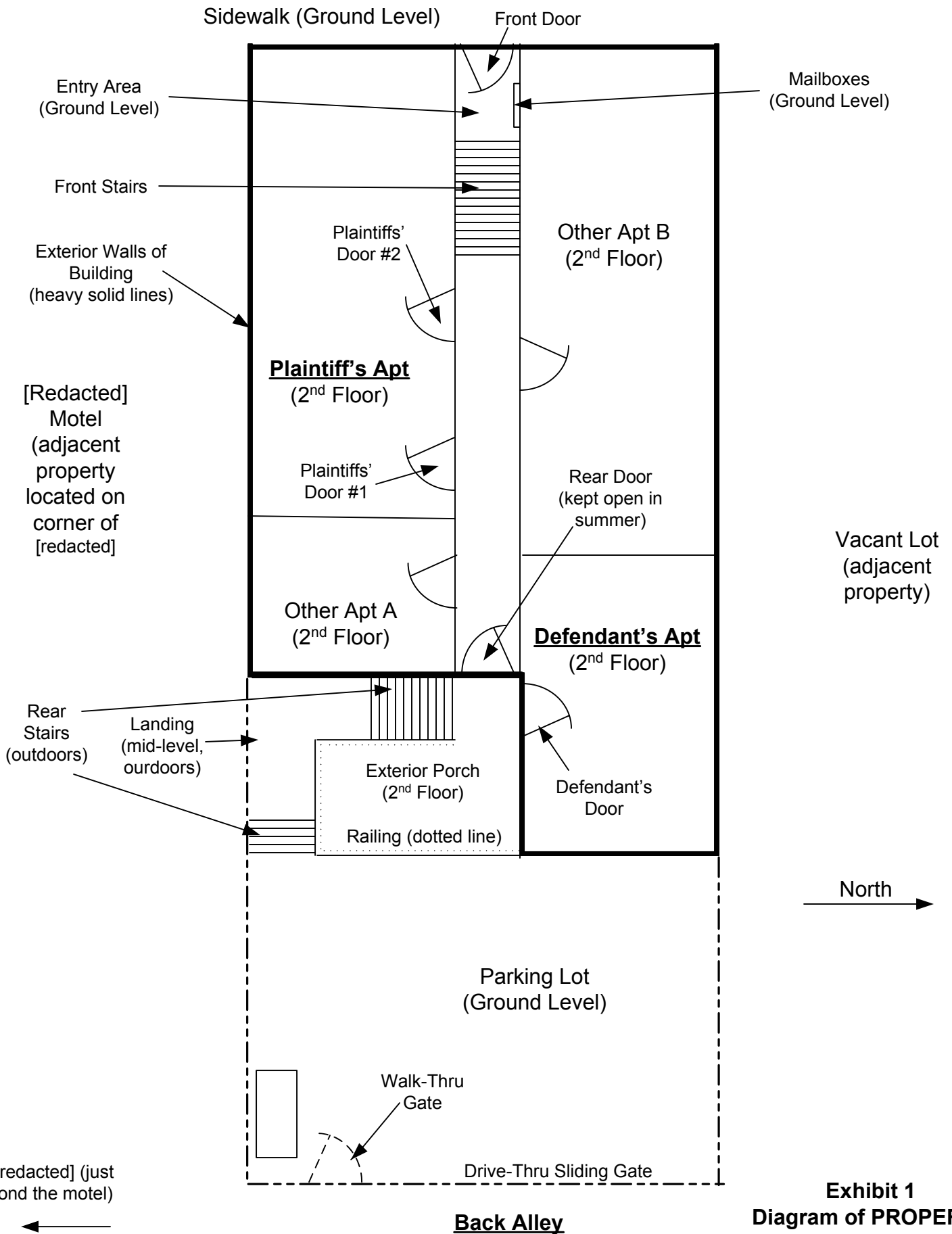


Exhibit 1
Diagram of PROPERTY
(Not to scale)