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**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**FEB 10 2015**  
Sherri R. Carter, Executive Officer/Clerk  
By Myrna Beltran, Deputy

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

**FILED**

ANNIE LOGOAI, an individual; IANNA DUMAS-SMITH, an individual; CHERYL CRAFT, an individual; CHERYL ANDERSON, an individual; BRANDI JOHNSON, an individual; LOKILANI LEOMITI; BRIANA MULIPOLA, an individual; OLOFA VAIFANUA, an individual; and MICHELLE MCDONALD, an individual;

Plaintiffs,

v.

ALAMEDA COURT, LLC, a California Limited Liability Company; FORTE RESOURCES, INC., a California Corporation; CHUANG-I LIN, and individual; TERESA TING d/b/a MASTERS REALTY, an individual; PHOENIX MASTERS INVESTMENT, INC., a California Corporation; DOUG BAKER, an individual; and DOES 1 through 25, inclusive;

Defendants.

Case No.: **BC 572165**

**COMPLAINT FOR:**

- (1) Fraud
- (2) Negligent Misrepresentation
- (3) Conversion
- (4) Breach of Fiduciary Duty
- (5) Breach of Lease
- (6) Breach of the Implied Covenant and Fair Dealing
- (7) Breach of the Implied Covenant of Quiet Enjoyment
- (8) Retaliatory Eviction
- (9) Intentional Infliction of Emotional Distress
- (10) Specific Performance
- (11) Unruh Act
- (12) Bus & Prof Code §17200

1 For their Complaint against ALAMEDA COURT, LLC (“ACLLC”); FORTE  
2 RESOURCES, INC. (“Forte Resources”); CHUANG-I LIN (“Lin”) (ACLLC, Forte Resources and  
3 Lin collectively, the “AC Defendants”); TERESA TING d/b/a MASTERS REALTY (“Ting”);  
4 Phoenix Masters Investment, Inc. (Ting and Phoenix Masters Investment, Inc. collectively,  
5 “Masters Realty”) and Doug Baker (“Baker”) (collectively, “Defendants”), Plaintiffs Annie Logoai  
6 (“Annie”), Ianna Dumas-Smith (“Ianna”), Cheryl Craft (“Cheryl”), Cheryl Anderson (“Cheryl A”),  
7 Brandi Cherise Johnson (“Brandi”), Lokilani Leomiti (“Loki”); Briana Mulipola (“Briana”); Olofa  
8 Vaifanua (“Olofa”); and Michelleann McDonald (“Michelle”) (collectively, “Plaintiffs”) allege as  
9 follows:

10 **PARTIES**

- 11 1. Annie Logoai is an individual residing in Los Angeles, California.
- 12 2. Ianna Dumas-Smith is an individual residing in Los Angeles, California.
- 13 3. Cheryl Craft is an individual residing in Los Angeles, California
- 14 4. Cheryl Anderson is an individual residing in Los Angeles, California.
- 15 5. Brandi Cherise Johnson is an individual residing in Los Angeles, California.
- 16 6. Lokilani Leomiti is an individual residing in Los Angeles, California.
- 17 7. Briana Mulipola is an individual residing in Los Angeles, California.
- 18 8. Olofa Vaifanua is an individual residing in Los Angeles, California.
- 19 9. MichelleAnn McDonald is an individual residing in Los Angeles, California.
- 20 10. Upon information and belief, defendant ACLLC is a California limited liability  
21 company doing business in Los Angeles, California.
- 22 11. Upon information and belief, defendant Forte Resources, Inc. is a California  
23 corporation doing business in Los Angeles, California.
- 24 12. Upon information and belief, Chuang-I Lin is an individual residing in and doing  
25 business in Los Angeles, California. Mr. Lin is the founder and principal of Forte Resources and  
26 ACLLC.



1 Defendants absconded with Plaintiffs’ respective down payments. When Plaintiffs began inquiring  
2 as to their down payments, Defendants refused to return them. Defendants thereafter subjected  
3 Plaintiffs, and each of them, to incessant and pervasive harassment in order to force them out of  
4 Alameda Court and replace them with month to month renters. Now that Defendants have become  
5 aware that Alameda Court tenants are organizing to fight this ongoing injustice they have redoubled  
6 their efforts to remove Plaintiffs from Alameda Court by refusing to accept rent, verbal and  
7 psychological harassment, etc. In addition to the verbal and psychological harassment, Defendants  
8 have continued to raise the rent in an effort to push Plaintiffs out of the complex. The next  
9 threatened rent increase is due to take effect March 1, 2015.

10 **VENUE**

11 19. Venue is proper in the County of Los Angeles as the wrongful conduct perpetrated  
12 by Defendants took place entirely within the County of Los Angeles and Plaintiffs suffered injury  
13 here.

14 **JOINDER**

15 20. The causes of action alleged herein on behalf of each of the respective Plaintiffs  
16 premised upon common issues of law and fact, in that Defendants are alleged to have engaged in a  
17 common scheme to defraud Plaintiffs by promising them, respectively a rent to own opportunity at  
18 Alameda Court, and then reneging on that promise and refusing to refund Plaintiffs’ earnest money.  
19 Joinder is therefore in the best interest of the parties and judicial economy.

20 **STATEMENT OF FACTS**

21 **Facts Applicable to All Plaintiffs and Defendants**

22 21. Forte Resources markets itself as a developer of affordable housing projects.  
23 According to its website, “Forte has aggressively pursued affordable housing opportunities  
24 throughout the greater Los Angeles area, seeking to partner with local municipalities to create the  
25 highest qualify affordable housing projects.”

1           22.     Lin is the principal and founder of Forte Resources and at all times alleged herein  
2 was aware of and directed Forte Resources' actions as well as that of Forte Resources employees  
3 and agents.

4           23.     Lin is also the principal and founder of ACLLC and at all times alleged herein was  
5 aware of and directed ACLLC's actions as well as that of ACLLC's employees and agents.

6           24.     In or about 2007, ACLLC and Forte Resources broke ground on what was supposed  
7 to be one of many new developments in the City of Compton, Los Angeles. Known as Alameda  
8 Court, the development was billed as "another successful public-private partnership" between Forte  
9 Resources and the City of Compton.

10          25.     At the time, Alameda Court was championed by then Compton City Councilmember  
11 Isadore Hall as "another shining star in the rebirth of Compton." Mr. Hall actually resides at  
12 Alameda Court and recently won election to the California State Senate. Unlike the Plaintiffs  
13 herein, Mr. Hall has received 'white glove' treatment from the AC Defendants, including but not  
14 limited to additional and reserved parking spaces for multiple vehicles, regular visits from Lin, etc.

15          26.     Alameda Court was also championed by Tyrone Freeman, who at the time was the  
16 chairman of the "Long Term Care Housing Corporation", a purported nonprofit charity operated  
17 by the Service Employees International Union. At the time, Mr. Freeman was quoted as stating  
18 that, "We're looking forward to building partnerships with more cities to help meet their  
19 responsibility to provide safe, affordable, quality housing for their low-income residents." Mr.  
20 Freeman was sentenced to 33 months in federal prison in 2013 for using the purported charity to  
21 underwrite a lavish lifestyle.

22          27.     Alameda Court was completed in or about 2009, and was marketed as an affordable  
23 housing opportunity with special financing assistance available from the City of Compton,  
24 including but not limited to a "silent second" mortgage that would be waived if residents remained  
25 for 15 years.

26          28.     Alameda Court units were listed and marketed by the AC Defendants in conjunction  
27 with Masters Realty.

28

1           29.     The timing could not have been worse, as the real estate market in 2009 was in a  
2 freefall.

3           30.     Upon information and belief, after failing to sell a single unit at Alameda Court,  
4 Defendants made the decision to falsely market the property as a “rent to own” opportunity in or  
5 about 2010.

6           31.     At this point, however, Defendants knew or should have known that the property  
7 was unsaleable as a result of multiple liens against the property.

8           32.     With such knowledge, Defendants nonetheless proceeded to market the property to  
9 Plaintiffs and others as an affordable home ownership opportunity. In addition to representing  
10 Alameda Court, Masters Realty represented the prospective ‘purchasers,’ including but not limited  
11 to most of the Plaintiffs (as further detailed below). The plan was to obtain higher rental rates, by  
12 promising prospective renters that a portion of their rent and their security deposits would go toward  
13 the purchase of the unit at Alameda Court

14           33.     Prospective purchasers, including Plaintiffs, were told, uniformly, that between  
15 \$200 and \$350 of each month’s rent as well as the security deposit would be held in trust and  
16 credited against the closing costs for the purchase of the unit, which would occur in about a year.

17           34.     Most of the leases for the units contained a provision along the lines of the  
18 following: “This is a lease with option to buy, upon buyers’ closing, sellers will credit buyers  
19 \$[200-350]/month for the total months of rent paid and security deposit toward the purchase.”

20           35.     On most leases, Masters Realty acknowledged that it was representing “both Tenant  
21 and Landlord” in the transaction.

22           36.     After the leases were executed, however, the promised sale transactions either never  
23 materialized at all, or ended prematurely as a result of title problems with the property.

24           37.     Nonetheless, Plaintiffs were told by Doug Baker and other representatives of the AC  
25 Defendants and Masters Realty, respectively, that ACLLC would not be paying for any repairs to  
26 the units since the tenants “technically owned them.”  
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1           38.     In addition, Plaintiffs were encouraged to (and did) make their own upgrades to the  
2 units, since they were going to own them.

3           39.     The AC Defendants and Masters Realty thereafter contradicted themselves and  
4 began informing Plaintiffs that the ownership aspect of their respective leases was now in doubt.

5           40.     When tenants, including but not limited to Plaintiffs, began to inquire as to the  
6 purchase opportunity and, more importantly, the whereabouts of their purchase set aside monies,  
7 they were told by Defendants that the units were no longer available for purchase and that the  
8 monies would not be refunded.

9           41.     As Plaintiffs became more persistent, Defendants became more aggressive in their  
10 efforts to squelch any protest.

11          42.     Doug Baker (“Baker”) is and has been the resident manager of Alameda Court, and  
12 is and has been responsible *inter-alia* for the collection of rent, administration of complaints and  
13 repairs, and other duties consistent with the manager of a multi-unit complex.

14          43.     Baker is also a licensed real estate agent under Masters Realty’s broker license.

15          44.     Upon information and belief, Mr. Baker is an agent of and acting on behalf of  
16 Masters Realty as well as the AC Defendants.

17          45.     Over the past two years, Mr. Baker has accessed Plaintiffs’ mail boxes without  
18 authorization, hired third parties to loiter around the complex for the purposes of scaring and  
19 intimidating Plaintiffs, verbally abused Plaintiffs and other residents, refused to accept Plaintiffs’  
20 rent, threatened to raise Plaintiffs’ rent if they persisted in claiming their deposits, charged all  
21 manner of cash penalties for purported community violations and/or late rent, randomly caused the  
22 towing of Plaintiffs’ automobiles, etc.

23          46.     Mr. Baker, Lin and others have also made numerous racially insensitive remarks  
24 indicating a strong animus to African Americans. Such remarks include but are not limited to, the  
25 complex is “good living for your people,” if you’re not happy why don’t you “go on section 8,”  
26 we’d like to get “more of your kind” [directed to a Pacific Islander].





1           55.     Annie Logoai (“Annie”) executed a lease with ACLLC in December 2011 for a unit  
2 in Alameda Court. Annie, her husband and children moved into their unit thereafter.

3           56.     Annie executed her lease based on representations by Jonathan Hansan (“Hansan”) of Forte Resources and Cindy Loi (“Loi”) of Masters Realty that Annie and her family would be  
4 purchasing the unit and that \$200 of each monthly rent payment as well as the initial security deposit  
5 would be held in trust by ACLLC and applied to said purchase.  
6

7           57.     At the time, Hansan was Forte Resources’ project manager for the Alameda Court  
8 development. Ms. Loi was a real estate agent employed by Masters Realty.

9           58.     At the time these representations were made, Masters Realty was acting as the  
10 broker of record for Annie and her husband.

11          59.     These representations were knowingly false when made. Upon information and  
12 belief, Hansan and Loi knew or should have known that the units were not saleable due to defects  
13 in title, and that the rent to own representations were merely a ploy to obtain renters for the units at  
14 higher rental rates. The misrepresentations made by Hansan and Loi were made with the  
15 knowledge and consent of the AC Defendants and Masters Realty, respectively.

16          60.     Annie would not have entered into the lease at the rate of rent requested, had she  
17 known that there would be no opportunity going forward to purchase the unit.

18          61.     In 2013, Annie began inquiring about the status of her purchase deposit as well as  
19 the timing of the purchase of the unit. It was only at this point that she learned, or through  
20 reasonable diligence could have learned, that the unit was no longer for sale. Indeed, she was told  
21 by Mr. Baker and others that the units were not for sale individually as the entire development was  
22 in the process of being sold.

23          62.     When she asked about the refund of her purchase set aside, she was alternatively  
24 told to check back, and then finally informed that she would not be receiving the money back.

25          63.     In early 2014, Annie was presented with a month to month lease at a substantially  
26 higher rate and told to sign it. She refused to do so.  
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1           83.     Brandie Cherise Johnson (“Brandie”) executed a lease for a unit in Alameda Court  
2 in February 2012.

3           84.     She and her husband had originally heard about Alameda Court in 2010, but at that  
4 time were not in a position to buy a home.

5           85.     Brandie was contacted again in 2012 by Loi and offered a “lease to own program”  
6 for one of the units at Alameda Court. Loi of Masters Realty represented that \$200 of each monthly  
7 rent payment and the security deposit would be applied toward the downpayment for the home.

8           86.     While Brandie was paying far less rent at another residence at the time, she agreed  
9 to the higher rate offered by Masters Realty and ACLLC, because of the option to buy.

10          87.     The lease Brandie executed provided that “This is a lease with option to buy, upon  
11 buyers’ closing, sellers will credit buyers \$200/month for the total months of rent paid and security  
12 deposit toward the purchase.”

13          88.     At the time the lease to own representations were made, Masters Realty and the AC  
14 Defendants knew or should have known that their the units at Alameda Court were unsaleable due  
15 to title issues.

16          89.     Indeed these misrepresentations were made with the intent of deceiving Brandi and  
17 others like her into agreeing to above market leases for units at Alameda Court.

18          90.     Had Brandie known the truth, she would never have entered into the lease.

19          91.     In addition, ACLLC demanded a \$300 cleaning deposit for the unit. When Brandi  
20 and her family moved in, however, the unit was filthy and damaged.

21          92.     Brandie moved into a unit with her husband in February 2012. Thereafter, she began  
22 inquiring of Baker and others about the purchase opportunity.

23          93.     During this period, Baker and the AC Defendants refused to make repairs to  
24 Brandie’s unit because “she technically owned it.”

25          94.     Brandi was also told by Baker that the units were a “good living for your people.”  
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1 rent to own opportunity. Similar misrepresentations were made on behalf of Masters Realty by Loi  
2 and others.

3 106. Unbeknownst to Cheryl, neither ACLLC nor Forte Resources had any intention of  
4 correcting the title issues that prevented the sale of the unit and were instead purely interested in  
5 collecting as much rent from Cheryl as possible.

6 107. Had she known the truth, Cheryl would never have entered into the lease.

7 108. Since entering into the lease, the AC Defendants have attempted to raise the rent on  
8 Cheryl multiple times, and have consistently refused to refund the \$350 per month that was  
9 supposed to go toward her purchase of the unit.

10 109. Baker has continued to harass Cheryl by *inter-alia* refusing to accept her rent and  
11 threatening her with eviction.

12 110. Baker's continued harassment has caused Cheryl to suffer severe anxiety and  
13 sleeplessness, and has worsened her pre-existing medical condition.

14 111. Baker's harassment has been done with the knowledge and authorization of the AC  
15 Defendants and Masters Realty.

16 **Lokilani Leomiti**

17 112. Lokilani Leomiti ("Loki") moved into a unit in or about May 2012 with her husband,  
18 children and her mother.

19 113. Loki initially became interested in Alameda Court based upon representations by  
20 Loi, Hansan and others that she and her husband were being offered a rent to own opportunity.

21 114. Written into their lease was the same language as in the other Plaintiffs' leases,  
22 namely that \$200 per month of rent along with the security deposit would be held in trust and used  
23 toward the purchase price of the unit.

24 115. Once again, Masters Realty acted as both the leasing and lessee broker for Loki's  
25 lease.

26 116. Unbeknownst to Loki, neither ACLLC nor Forte Resources had any intention of  
27 selling the unit to Loki, nor could it due to existing liens on the property.

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1 opportunity, pursuant to which their security deposit and a set amount of their monthly rent would  
2 be held in trust and put toward the purchase of the unit.

3 163. Defendants knew or should have known at the time these representations were made,  
4 that they were blatantly untrue. Defendants knew or should have known that title to Alameda Court  
5 was unmarketable due to outstanding liens on the property.

6 164. Defendants, and each of them, owed a duty to each of the respective Plaintiffs to  
7 honestly disclose that there would be no opportunity to purchase the units at Alameda Court and  
8 that Plaintiffs would not be receiving their down payments back.

9 165. As a direct and proximate result of the fraud perpetrated by Defendants, Plaintiffs  
10 have been damages in an amount to be proven at trial.

11 **THIRD CAUSE OF ACTION**  
12 **Conversion**  
13 **(By All Plaintiffs Against ACLLC)**

14 166. Plaintiff incorporates the allegations contained in paragraphs 1 through 165 of this  
15 Complaint as though fully set forth in this cause of action.

16 167. ACLLC promised to each of the Plaintiffs herein that it would set aside their  
17 respective security deposits and a portion of their respective monthly rent for use as a down  
18 payment toward the purchase of a unit at Alameda Court.

19 168. ACLLC has not made the units available for purchase and indeed cannot do so as a  
20 result of defects in the properties' title. These defects are in no way the fault of Plaintiffs.

21 169. ACLLC has nonetheless refused to refund Plaintiffs' down payments in spite of  
22 Plaintiffs numerous requests to do so.

23 170. As a direct and proximate cause of ACLLC's wrongful conduct, Plaintiffs have been  
24 damaged in an amount to be proven at trial.

25 171. ACLLC's conduct, as alleged above, was carried out willfully, intentionally, and  
26 with oppression, malice and fraud and was carried out with a conscious disregard of Plaintiffs'  
27 respective rights. As a result, Plaintiffs are entitled to punitive damages. The aforementioned  
28

1 conduct on which punitive damages are alleged was authorized, ratified and or committed by an  
2 officer, director and/or managing agent of ACLLC.

3 **FOURTH CAUSE OF ACTION**  
4 **Breach of Fiduciary Duty**  
5 **(By All Plaintiffs Against Masters Realty and Baker)**

6 172. Plaintiff incorporates the allegations contained in paragraphs 1 through 171 of this  
7 Complaint as though fully set forth in this cause of action.

8 173. As the broker of record for each of the Plaintiffs herein, Masters Realty and Baker  
9 owed each of the Plaintiffs a fiduciary duty to act at all times in their respective best interests, and  
10 to fully disclose all material information concerning the purported ‘rent to own’ transactions  
11 Plaintiffs were being asked to enter into.

12 174. Masters Realty and Baker breached their fiduciary duty to each of the Plaintiffs by  
13 obtaining their respective consent to enter into purported rent to own transactions for units at  
14 Alameda Court, which Masters Realty and Baker knew or should have known that ACLLC and/or  
15 Forte Resources could not and had no intention of honoring the rent to own transactions.

16 175. Indeed, Masters Realty and Baker were knowingly complicit and conspired with  
17 ACLLC and Forte Resources to obtain much needed rental income for the Alameda Court  
18 development, by offering above-market leases as a purported “rent to own” opportunity, which in  
19 fact no such opportunity existed.

20 176. As a direct and proximate cause of Masters Realty’s and Baker’s wrongful conduct,  
21 Plaintiffs have been damaged in an amount to be proven at trial.

22 177. Masters Realty’s and Baker’s conduct, as alleged above, was carried out willfully,  
23 intentionally, and with oppression, malice and fraud and was carried out with a conscious disregard  
24 of Plaintiffs’ respective rights. As a result, Plaintiffs are entitled to punitive damages. The  
25 aforementioned conduct on which punitive damages are alleged was authorized, ratified and or  
26 committed by an officer, director and/or managing agent of Masters Realty and Baker, including  
27 but not limited to Teresa Ting.

1 **FIFTH CAUSE OF ACTION**  
2 **Breach of Lease**  
3 **(By All Plaintiffs Against ACLLC)**

4 178. Plaintiffs incorporate the allegations contained in paragraphs 1 through 177 of this  
5 Complaint as though fully set forth in this cause of action.

6 179. ACLLC entered into leases with each of the Plaintiffs pursuant to which *inter-alia*  
7 ACLLC agreed to set aside a portion of the Plaintiffs' monthly rent as well as their respective  
8 security deposits for use toward the purchase of a unit at Alameda Court.

9 180. ACLLC breached the terms of the lease by failing to set aside these monies for the  
10 purchase of a unit at Alameda Court and failing to return these monies to the respective Plaintiffs  
11 when it became apparent that ACLLC was unable to sell the units due to defects in title.

12 181. Plaintiffs, and each of them, have fully performed each of their duties and  
13 obligations under the respective leases.

14 182. As a direct and proximate result of ACLLC's breach of each of the respective leases,  
15 Plaintiffs have been damages in an amount to be proven at trial.

16 **SIXTH CAUSE OF ACTION**  
17 **Breach of the Implied Covenant of Good Faith and Fair Dealing**  
18 **(By All Plaintiffs Against ACLLC)**

19 183. Plaintiffs incorporate the allegations contained in paragraphs 1 through 182 of this  
20 Complaint as though fully set forth in this cause of action.

21 184. Implied in every contract is a covenant requiring the parties to the contract to act at  
22 all times in good faith with respect to the parties' respective performance under the contract.

23 185. Each of the leases between ACLLC and the respective defendants contains an  
24 implied covenant of good faith and fair dealing.

25 186. ACLLC breached the implied covenant of good faith and fair dealing when entered  
26 into these leases with no intention of fulfilling the rent to own aspects of any of the leases.

27 187. Plaintiffs, and each of them, have fully performed each of their duties and  
28 obligations under the respective leases.









(By Plaintiffs Against ACLLC and Forte Resources)

214. Plaintiffs incorporate the allegations contained in paragraphs 1 through 213 of this Complaint as though fully set forth in this cause of action.

215. Plaintiffs each entered into purchase agreements for their respective units in Alameda Court.

216. Plaintiffs each seek an order from the Court ordering specific performance of said respective purchase agreements, such that ACLLC and/or Forte Resources are directed to sell the respective units to Plaintiffs, respectively, at the price originally agreed upon.

**ELEVENTH CAUSE OF ACTION**  
**Unruh Act, Civil Code §§ 51, 52 *et seq.***  
**(By Plaintiffs Against all Defendants)**

217. Plaintiffs incorporate the allegations contained in paragraphs 1 through 215 of this Complaint as though fully set forth in this cause of action.

218. Plaintiffs and each of them are members of protected classes, in terms of their respective color, ancestry, national origin, age, etc.

219. Defendants, and each of them, have engaged in discriminatory conduct against Plaintiffs, and each of them, as a proximate and direct result of Plaintiffs' respective color, ancestry, national origin, etc.

220. Such conduct, includes but is not limited to, verbal and psychological harassment, racial remarks and slurs, intended to intimidate Plaintiffs and ultimately to force them out of Alameda Court.

221. As a direct and proximate result of Defendants discriminatory conduct, Plaintiffs have been damaged in an amount to be proven at trial.

222. Plaintiffs are further entitled to statutory damages pursuant to Civil Code § 51.7.

**TWELFTH CAUSE OF ACTION**  
**Unfair Business Practice, Bus. & Prof. Code §17200, *et seq.***  
**(By Plaintiffs Against all Defendants)**

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223. Plaintiffs incorporate the allegations contained in paragraphs 1 through 222 of this Complaint as though fully set forth in this cause of action.

224. Defendants' wrongful conduct as described herein constitutes an unfair, fraudulent and unlawful business practice in violation of California Business & Professions Code § 17200, *et seq.*

225. As a result of Defendants' numerous violations of § 17200, *et seq.*, Plaintiffs are entitled to restitution of Defendants' ill-gotten rents and penalties.

226. Plaintiffs are further entitled to preliminary and permanent injunctive relief enjoining Defendants' unlawful, fraudulent and unfair business practices as set forth herein.


**PRAYER**

WHEREFORE, Plaintiffs pray judgment for all causes of action as follows:

- 1. For general, special and punitive damages directly or proximately caused by Defendants' wrongful conduct as alleged herein;
- 2. For costs of suit against Defendants and Does 1 through 10;
- 3. For reasonable attorneys' fees incurred as a result of bringing this action;
- 4. For pre-judgment and post-judgment interest as provided by law;
- 5. For preliminary and permanent injunctive relief as alleged herein;
- 6. For specific performance as indicated herein; and
- 7. For such other and further relief as may be deemed just and proper by this Court.

DATED: February 6, 2015

**FERNALD LAW GROUP LLP**  
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Attorneys for Annie Logoai, Ianna Dumas-Smith, Cheryl Craft, Cheryl Anderson, Brandi Cherise Johnson, Lokilani Lemoiti, Nina Mailoto, Briana Mulipola, Olofa Vaifanua, and Michelleann McDonald

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