

8/24/2026 9:57:04 PM

Clerk of the Superior Court
By G. Escorcia ,Deputy Clerk

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13 Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

14 LYNNETTE BATY,
15 ALEXANDER JARVIS, and
16 JOHN MONCAYO, individually
17 and on behalf of others
18 similarly situated,

19 Plaintiffs,

20 v.

21 PINNACLE BROADWAY US,
22 LLC, a Nevada limited liability
23 company,
24 PINNACLE INTERNATIONAL
25 DEVELOPMENT, INC., a
26 California corporation, and
27 DOES 1 through 50,

28 Defendants.

Case Number:

26CU044877C

CLASS ACTION
(Plaintiff Class,
Cal.Code Civ.Proc., § 382)

FIRST AMENDED COMPLAINT
FOR LEGAL AND EQUITABLE
RELIEF;
JURY DEMAND

ACTION FILED:

21 AUGUST 2026

TRIAL DATE:

Not set.

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2. Venue of this civil action is properly fixed in San Diego County, California, pursuant to Code of Civil Procedure section 395.5.

PARTIES

4. Plaintiff, Alexander Jarvis (**hereinafter “Jarvis”**), has at all times relevant been an individual citizen of California whose principal residence is within San Diego County, California.

6. Defendant, Pinnacle Broadway US, LLC (**hereinafter “Pinnacle”**), is a limited liability company organized and existing under the laws of the State of Nevada, whose principal place of business is within San Diego County, California.

7. Defendant, Pinnacle International Development, Inc. (**hereinafter the “Management Company”**), is a corporation organized and existing under the laws of the State of California, whose principal place of business is within San Diego County, California.

8. Plaintiffs are informed and believe, and thereupon aver, that DOES 1 through 50 are other natural persons, corporations, limited liability companies,

1 general partnerships, limited partnerships, limited liability partnerships, trusts,
2 unincorporated associations, and/or other entities of any kind or character,
3 who/which have incurred liability to Plaintiffs in relation to the transactions
4 and/or occurrences which are the subject of the instant Complaint, and/or
5 who/which have any interest in the subject of the instant Complaint.

6 9. Except as may be described herein, Plaintiffs are as yet ignorant of
7 the true names, capacities, and nature and extent of participation in the course
8 of conduct alleged herein of the persons sued as DOES 1 through 50 inclusive,
9 and Plaintiffs are as yet ignorant of the nature and extent of any interest which
10 the persons sued as DOES 1 through 50 inclusive may have in the subject of the
11 instant Complaint; Plaintiffs therefore sue these defendants by such fictitious
12 names. Plaintiffs will amend this Complaint to allege the true names and
13 capacities of the DOE defendants when ascertained.

14 CLASS ALLEGATIONS

15 10. Pinnacle is the owner of twin residential high-rise buildings in
16 downtown San Diego, *viz.*:

- 17 a. Broadway Towers, a 32-story, approximately 310-unit high-rise
18 apartment building whose address is at 1150 “E” Street, San Diego,
19 California 92101; and
- 20 b. Concert Residences, a second high-rise apartment building whose
21 address is 955 Eleventh Street, San Diego, California 92101.

22 11. Pinnacle does business under the fictitious business name,
23 “Broadway Towers”.

24 12. For clarity, we herein refer to the building owner as, “Pinnacle”, and
25 to the apartment building located at 1150 “E” Street, San Diego, California
26 92101, as “Broadway Towers”.

27 13. This action pertains to Broadway Towers.
28

1 14. Pinnacle leases the apartments in Broadway Towers for residential
2 use; Plaintiffs are informed and believe, and thereupon aver, that, at any point
3 in time, Pinnacle has approximately 310 residential tenants who reside in
4 Broadway Towers.

5 15. Baty, Jarvis, and Moncayo (**hereinafter collectively the “Named**
6 **Plaintiffs”**) are each (or have been within the applicable limitations period)
7 residential tenants of Pinnacle who reside in Broadway Towers.

8 16. Because California recognizes a common law implied warranty of
9 habitability in residential leases, Pinnacle has warranted to each residential
10 tenant who resides in Broadway Towers that they will have the bare living
11 requirements.

12 17. Our Supreme Court has described the following words as a, “... good
13 indication of the general scope of the warranty of habitability ...”:

14 “In a modern society one cannot be expected to live in a multi-storied
15 apartment building without ... elevator service [*inter alia*]. Failure
16 to supply such things is a breach of the implied covenant of
17 habitability.”

18 *Green v. Superior Court* (1974) 10 Cal.3d 616, 637 n.22.

19 18. Broadway Towers was designed with four (4) elevators because four
20 (4) elevators were reasonably necessary to render Broadway Towers suitable for
21 residential occupancy.

22 19. Of the four (4) elevators at Broadway Towers, three (3) also provide
23 access to the underground parking garage (when they are working).

24 20. Broadway Towers was designed with three (3) elevators which
25 provide access to the underground parking garage because three (3) were
26 reasonably necessary to render Broadway Towers suitable for residential
27 occupancy.

1 21. For many months, it has been rare that all four (4) elevators at
2 Broadway Towers have been in service. (Exact dates should be ascertainable
3 through the discovery process.)

4 22. For at least approximately the two or three months prior to the
5 commencement of this Action, not more than two (2) of the elevators at Broadway
6 Towers have been in service, and only one (1) of those provides access to the
7 underground parking garage. (Exact dates should be ascertainable through the
8 discovery process.)

9 23. Over at least the approximately the two or three months prior to the
10 commencement of this Action, there have been times that only one (1) of the
11 elevators at Broadway Towers has been in service. (Exact dates should be
12 ascertainable through the discovery process.)

13 24. Labor Code section 7301 provides, *inter alia*:
14 “No conveyance shall be operated in this state unless a permit for its
15 operation is issued by or in behalf of the division, and unless the
16 permit remains in effect and is kept posted conspicuously on the
17 conveyance. ...”

18 (See, Lab. Code, § 7301.)

19 25. Title 8, Cal.CodeRegs., § 3001(c) provides, *inter alia*: “No elevator
20 shall be operated without a valid, current permit issued by the Division [of
21 Industrial Safety].”

22 26. Labor Code section 7302 provides, *inter alia*:
23 “The operation of a conveyance without a permit by any person
24 owning or having the custody, management, or control of the
25 operation of the conveyance, is a misdemeanor, punishable by a fine
26 of not more than one thousand dollars (\$1,000), imprisonment in the
27 county jail for not more than 10 days, or by both that fine and
28

1 imprisonment. Each day of operation for each conveyance without a
2 permit is a separate offense. ...”

3 (See, Lab. Code, § 7302.)

4 27. Named Plaintiffs are informed and believe, and thereupon aver that,
5 **from and after approximately 30 January 2025, Broadway Towers has**
6 **not had a single working elevator with a valid permit.** Copies of the long-
7 expired permits are reproduced at Exhibit “A”, *post*. (These photos were taken
8 on 21 August 2026, by Named Plaintiff, Jarvis.)

9 28. The one or two elevators at Broadway Towers which are “working”
10 at any point in time are unsafe and unreliable.

11 29. Health and Safety Code section 17920.3 prescribes, *inter alia*, that:
12 “Any building or portion thereof, regardless of zoning designation or
13 approved uses of the building, including any dwelling unit,
14 guestroom or suite of rooms, or the premises on which the same is
15 located, in which there exists any of the following listed conditions
16 ***to an extent that endangers the life, limb, health, property,***
17 ***safety, or welfare of the occupants of the building, nearby***
18 ***residents, or the public shall be deemed and hereby is declared***
19 ***to be a substandard building:***

20 * * *

21 “(a) Inadequate sanitation shall include, but not be limited
22 to, the following:

23 * * *

24 “(14) ... improper maintenance.

25 * * *

26 “(f) ***All mechanical equipment***, including vents, except
27 equipment that conformed with all applicable laws in effect at the
28

1 time of installation and that has been maintained in good and safe
2 condition, or that may not have conformed with all applicable laws
3 in effect at the time of installation but is currently in good and safe
4 condition and working properly.”

5 (See, Health & Saf. Code, § 17920.3(f). [Emphasis added.]

6 30. Elevators are a species of “mechanical equipment”.

7 31. The elevators at Broadway Towers have had improper maintenance,
8 and they have not been maintained in good and safe condition, and they are not
9 currently in good and safe condition and working properly.

10 32. Broadway Towers is thus deemed and declared “substandard” by
11 operation of Health and Safety Code section 17920.3, and subdivision (f) thereof.

12 33. The conditions listed in Health and Safety Code section 17920.3 and
13 described above exist to an extent that endangers life, limb, health, property,
14 safety, and/or welfare of the public and/or the occupants of Broadway Towers.

15 34. Several persons (including residential tenants of Pinnacle who reside
16 in Broadway Towers) have been trapped in the elevators at Broadway Towers,
17 necessitating the attendance by emergency response personnel (the San Diego
18 Fire Department) to extricate those trapped persons.

19 35. In addition, as fewer elevators have become operable, it has become
20 quite common for dog urine and feces to be present in the elevator(s) that is/are
21 working, and many residential tenants of Pinnacle who reside in Broadway
22 Towers have stepped in dog urine and feces while on an elevator; the common
23 occurrence of dog urine and feces in the elevators is caused by the delays that dog
24 owners experience when they wish to take their dogs outside to relieve
25 themselves and find that they must undergo an inordinate wait for an elevator
26 which has room for an additional passenger (plus his or her canine).

27 36. Named Plaintiffs are informed and believe, and thereupon aver, that
28

1 a public officer or employee who is responsible for the enforcement of housing
2 laws has inspected the Broadway Towers premises and has notified Pinnacle
3 and/or its agents in writing of Pinnacle's obligation to abate the nuisance and/or
4 to repair the substandard conditions.

5 37. The nuisance and/or substandard conditions have existed and have
6 not been abated 35 days beyond the date of service of the notice alleged in the
7 preceding paragraph.

8 38. The nuisance and/or substandard conditions were not caused by any
9 act or omission of any tenant at Broadway Towers.

10 39. With the exception of the Sixth Claim for Relief herein, Named
11 Plaintiffs bring this action on behalf of themselves, and on behalf of all others
12 similarly situated, as a class action pursuant to Code of Civil Procedure section
13 382. The class which the Named Plaintiffs seeks to represent is composed of and
14 defined as follows:

15 **Proposed Definition of Tenant Class:**

16 All persons who are citizens of the State of California and who have
17 been tenants of Pinnacle and residents of Broadway Towers at any
18 time from and after 21 August 2022.

19 **Exclusions from Class:**

20 Excluded from membership in the Plaintiff Class defined herein shall be:

21 (a) any judicial officer who exercises any authority over the above-
22 captioned civil action; (b) any employee of any court which exercises any
23 authority over the above-captioned civil action; and (c) Named Plaintiffs'
24 undersigned counsel and any employee of same.

25 40. This action has been brought and may properly be maintained as a
26 class action pursuant to the provisions of Code of Civil Procedure section 382
27 because there is a well-defined community of interest in the litigation and the
28

1 proposed class is ascertainable.

2 41. Common legal and factual issues will predominate; the Named
3 Plaintiffs' claims are typical of those of the members of the proposed Plaintiff
4 Class; and the Named Plaintiffs and their undersigned counsel can and will
5 adequately represent the proposed Plaintiff Class.

6 42. Class treatment of the claims asserted herein is superior to any
7 potential alternative means of adjudicating the claims of the members of the
8 proposed Plaintiff Class.

9 43. Named Plaintiffs are unaware of any difficulties that are likely to be
10 encountered in the management of this action that would preclude its
11 maintenance as a class action.

12
13 **FIRST CLAIM FOR RELIEF**
14 **(for breach of implied warranty of habitability)**
15 **(Civ. Code, § 22.2)**
16 **(asserted by Named Plaintiffs and the Plaintiff Class against**
17 **Defendants, Pinnacle and DOES 1 through 50)**

18 44. The averments contained in paragraphs 1 through 43 hereof are
19 incorporated herein by reference.

20 45. The above-described conditions regarding the elevators at Broadway
21 Towers constitute a material defective condition affecting the premises'
22 habitability.

23 46. The tenants at Broadway Towers have provided notice to Pinnacle
24 of such conditions within a reasonable time after the their discovery of the
25 condition, and have done so repeatedly.

26 47. Pinnacle has had a reasonable time to correct the deficiency, but has
27 failed to do so.

28 48. The fair rental value of each unit in Broadway Towers under the
above-described conditions regarding the elevators at Broadway Towers is lower
than the fair rental value of such premises if they had been as warranted.

49. As a direct and proximate result of the above-described conditions regarding the elevators at Broadway Towers, and Pinnacle's continuing failure and refusal to cure same, the Named Plaintiffs and each member of the proposed Tenant Class have sustained actual damages.

WHEREFORE, Named Plaintiffs and the Plaintiff Class request relief as set forth hereinbelow.

51. The averments contained in paragraphs 1 through 50 hereof are incorporated herein by reference.

53. As stated above, all conditions enumerated within Civil Code section 1942.4, subdivision (a), exist; notwithstanding the foregoing, Pinnacle has continued to demand and collect rent from the residential tenants who reside in Broadway Towers.

1 constitutes an unlawful business act or practice for purposes of Business and
2 Professions Code section 17200.

3 55. Each residential tenant who resides in Broadway Towers who has
4 paid rent while all conditions enumerated within Civil Code section 1942.4,
5 subdivision (a), have existed has suffered injury in fact and has lost money and/or
6 property as a result of the above-described unfair competition.

7 56. If not enjoined from doing so, Pinnacle will continue to demand and
8 collect rent from the residential tenants who reside in Broadway Towers while
9 all conditions enumerated within Civil Code section 1942.4, subdivision (a),
10 continue to exist.

11 57. The facts set forth hereinabove establish that Named Plaintiffs and
12 the Plaintiff Class are entitled to: (a) equitable restitution of all rents which
13 Pinnacle has collected while all conditions enumerated within Civil Code section
14 1942.4, subdivision (a), have existed; and (b) injunction prohibiting Pinnacle from
15 engaging in the unlawful business practice of demanding and collecting rent from
16 the residential tenants who reside in Broadway Towers while all conditions
17 enumerated within Civil Code section 1942.4, subdivision (a), continue to exist.

18 WHEREFORE, Named Plaintiffs and the Plaintiff Class request relief as
19 set forth hereinbelow.

20 **THIRD CLAIM FOR RELIEF**
21 **(for mandatory injunction)**
22 **(Civ. Code, § 1941)**

23 **(asserted by Named Plaintiffs and the Plaintiff Class against**
24 **Defendants, Pinnacle and DOES 1 through 50)**

25 58. The averments contained in paragraphs 1 through 57 hereof are
26 incorporated herein by reference.

27 59. As stated above, Broadway Towers is deemed and declared
28 “substandard” by operation of Health and Safety Code section 17920.3, and
subdivision (f) thereof; Broadway Towers is therefore deemed “untenantable” for

1 purposes of Civil Code section 1941, by operation of Civil Code section 1941.1,
2 subdivision (a).

3 60. Civil Code section 1941 provides:

4 “The lessor of a building intended for the occupation of human beings
5 must, in the absence of an agreement to the contrary, put it into a
6 condition fit for such occupation, and repair all subsequent
7 dilapidations thereof, which render it untenable, except such as
8 are mentioned in section nineteen hundred and twenty-nine.”

9 (*See*, Civ. Code, § 1941.)

10 61. The Named Plaintiffs are not a party to any “agreement to the
11 contrary”, and the Named Plaintiffs have no reason to believe or suspect that any
12 member of the Plaintiff Class has ever entered into an agreement with Pinnacle
13 which would absolve Pinnacle of its statutory obligation to, “... repair all
14 subsequent dilapidations thereof, which render it untenable ...” Upon
15 information and belief, Named Plaintiffs allege that no such agreement(s) exist.

16 62. Pinnacle has failed and refused, and continues to fail and refuse, to
17 restore the minimal level of elevator service necessary to render Broadway
18 Towers habitable.

19 63. The facts set forth hereinabove establish that Named Plaintiffs and
20 the Plaintiff Class are entitled to mandatory injunction compelling Pinnacle to
21 restore the minimal level of elevator service necessary to render Broadway
22 Towers habitable.

23 WHEREFORE, Named Plaintiffs and the Plaintiff Class request relief as
24 set forth hereinbelow.

25 ///

26 ///

27 ///

1 **FOURTH CLAIM FOR RELIEF**

2 **(for mandatory injunction)**

3 **(Civ. Code, § 3479)**

4 **(asserted by Named Plaintiffs and the Plaintiff Class against**
5 **Defendants, Pinnacle and DOES 1 through 50)**

6 64. The averments contained in paragraphs 1 through 63 hereof are
7 incorporated herein by reference.

8 65. Civil Code section 3479 provides:

9 “Anything which is injurious to health, including, but not limited to,
10 the illegal sale of controlled substances, or is indecent or offensive to
11 the senses, or an obstruction to the free use of property, so as to
12 interfere with the comfortable enjoyment of life or property, or
13 unlawfully obstructs the free passage or use, in the customary
14 manner, of any navigable lake, or river, bay, stream, canal, or basin,
15 or any public park, square, street, or highway, is a nuisance.”

16 (See, Civ. Code, § 3479.)

17 66. The facts set forth hereinabove establish that Pinnacle’s failure to
18 repair and maintain the elevators at Broadway Towers has created a nuisance,
19 and that nuisance is a continuing nuisance.

20 67. At a minimum, the above-described circumstances created by
21 Pinnacle are a continuing obstruction to the free use of Broadway Towers, so as
22 to interfere with the comfortable enjoyment of life and/or the respective homes
23 of the Named Plaintiffs and the members of the Plaintiff Class.

24 68. The above-described circumstances created by Pinnacle constitute a
25 substantial invasion of the interests of the Named Plaintiffs and the members of
26 the Plaintiff Class in the use and enjoyment of their respective homes.

27 69. The above-described circumstances created by Pinnacle are of such
28 a nature, and have continued for such a duration and magnitude, as to constitute
unreasonable interference with the use and enjoyment of the respective homes

1 of the Named Plaintiffs and the members of the Plaintiff Class.

2 70. The above-described substantial and unreasonable interference with
3 the present enjoyment of the respective homes of the Named Plaintiffs and the
4 members of the Plaintiff Class has inflicted substantial damage upon the Named
5 Plaintiffs and each member of the Plaintiff Class.

6 71. Pinnacle has failed and refused, and continues to fail and refuse, to
7 make or cause to be made the repairs necessary to abate the above-described
8 nuisance.

9 72. The facts set forth hereinabove establish that Named Plaintiffs and
10 the Plaintiff Class are entitled to mandatory injunction compelling Pinnacle to
11 make or cause to be made the repairs necessary to abate the above-described
12 nuisance.

13 WHEREFORE, Named Plaintiffs and the Plaintiff Class request relief as
14 set forth hereinbelow.

15
16 **FIFTH CLAIM FOR RELIEF**
17 **(for recovery of damages as a remedy for nuisance)**
18 **(Civ. Code, § 3479)**
19 **(asserted by Named Plaintiffs and the Plaintiff Class against**
20 **Defendants, Pinnacle and DOES 1 through 50)**

21 73. The averments contained in paragraphs 1 through 72 hereof are
22 incorporated herein by reference.

23 74. The facts set forth hereinabove establish that Named Plaintiffs and
24 the Plaintiff Class are entitled to judgment awarding recovery of all actual
25 damages sustained by them as a direct and proximate result of the above-
26 described nuisance.

27 WHEREFORE, Named Plaintiffs and the Plaintiff Class request relief as
28 set forth hereinbelow.

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SIXTH CLAIM FOR RELIEF
(for recovery of damages as a remedy for negligence)
(Civ. Code, § 22.2)
(asserted by Moncayo, individually, against Defendants,
Pinnacle, Management Company, and DOES 1 through 50)

75. The averments contained in paragraphs 1 through 74 hereof are incorporated herein by reference.

76. Moncayo brings this Sixth Claim for Relief as an individual claim.

77. At all times relevant, Pinnacle has appointed Management Company as its managing agent to manage and operate the Broadway Towers.

78. At all times relevant, Pinnacle and Management Company owed a duty of care to the residents of the Broadway Towers, including the duty to properly maintain the elevators at Broadway Towers in a safe condition.

79. Pinnacle, as a building owner who provides elevator service, is a “carrier of persons for reward”, and is thus subject to a non-delegable heightened duty of care; Management Company assumed the same duty of care when it accepted appointment as Pinnacle’s managing agent.

80. Pinnacle and Management Company breached their duty of care by failing to properly maintain the elevators at Broadway Towers in a safe condition.

81. As noted above, Labor Code sections 7301 and 7302, and Title 8, Cal.CodeRegs., § 3001(c), provide that it is unlawful to operate an elevator without a valid, current permit issued by the Division of Industrial Safety.

82. At all times relevant, Pinnacle and Management Company have operated the elevators in Broadway Towers in contravention of these public-safety laws.

83. Prior to 7 August 2026, it was foreseeable to Pinnacle and Management Company that residents of Broadway Towers (and their invitees) would become trapped in the elevators that Pinnacle and Management Company were operating unlawfully without the permits required by law; it was

1 foreseeable because residents of Broadway Towers (and/or their invitees) *had*
2 become trapped in the elevators at times proximate to and prior to 7 August
3 2026; Pinnacle and Management Company knew, or should have known, of these
4 entrapments, *inter alia*, because the San Diego Fire Department had come to
5 extricate those previously entrapped.

6 84. The elevators at Broadway Towers are traps – they are concealed
7 dangers known to Pinnacle and Management Company but clothed with a
8 deceptive appearance of safety.

9 85. On 7 August 2026, Moncayo was using an elevator at Broadway
10 Towers when it suddenly stopped between floors.

11 86. Moncayo was trapped for a substantial period of time – suspended
12 many stories above ground level.

13 87. Eventually, the San Diego Fire Department came to extricate
14 Moncayo.

15 88. Moncayo suffered actual damages as a direct and proximate result
16 of his entrapment.

17 89. Pinnacle's and Management Company's violations of Labor Code
18 sections 7301 and 7302, and Title 8, Cal.CodeRegs., § 3001(c), and Pinnacle's and
19 Management Company's breach of their duty of care, proximately caused the
20 actual damages sustained by Moncayo.

21 90. Moncayo's entrapment was an occurrence of the same nature that
22 Labor Code sections 7301 and 7302, and Title 8, Cal.CodeRegs., § 3001(c), were
23 designed to prevent.

24 91. Moncayo is a member of the class of persons for whose protection
25 Labor Code sections 7301 and 7302, and Title 8, Cal.CodeRegs., § 3001(c), were
26 adopted.

27 92. While Pinnacle's and Management Company's negligence is
28

1 established by the facts set out above, Pinnacle's and Management Company's
2 breach of their duty of care is also presumed by operation of Evidence Code
3 section 669.

4 93. The facts set forth hereinabove establish that Moncayo is entitled to
5 judgment awarding recovery of all actual damages sustained by him as a direct
6 and proximate result of the above-described negligence of Pinnacle and
7 Management Company.

8 WHEREFORE, Moncayo requests relief as set forth hereinbelow.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Named Plaintiffs and the Plaintiff Class request the
12 following relief:

- 13 a. On the First Claim for Relief, judgment over and against Pinnacle
14 and DOES 1 through 50, jointly and severally, awarding recovery of
15 all actual damages sustained as a direct and proximate result of
16 Pinnacle's above-described breach of the implied warranty of
17 habitability.
- 18 b. On the Second Claim for Relief, judgment over and against Pinnacle
19 and DOES 1 through 50, jointly and severally:
 - 20 i. awarding equitable restitution of all rents which Pinnacle has
21 collected while all conditions enumerated within Civil Code
22 section 1942.4, subdivision (a), have existed; and
 - 23 ii. enjoining Pinnacle from engaging in the unlawful business
24 practice of demanding and collecting rent from the residential
25 tenants who reside in Broadway Towers while all conditions
26 enumerated within Civil Code section 1942.4, subdivision (a),
27 continue to exist; and
- 28 c. On the Third Claim for Relief, judgment for mandatory injunction

1 compelling Pinnacle and DOES 1 through 50 to restore the minimal
2 level of elevator service necessary to render Broadway Towers
3 habitable;

- 4 d. On the Fourth Claim for Relief, judgment for mandatory injunction
5 compelling Pinnacle and DOES 1 through 50 to make or cause to be
6 made the repairs necessary to abate the above-described nuisance;
7 e. On the Fifth Claim for Relief, judgment over and against Pinnacle
8 and DOES 1 through 50, jointly and severally, awarding recovery of
9 all actual damages sustained as a direct and proximate result of the
10 above-described nuisance; and
11 f. such other and further relief, at law or in equity, to which the Court
12 finds Named Plaintiffs and the Plaintiff Class justly entitled.

13 WHEREFORE, Moncayo requests the following relief:

- 14 g. On the Sixth Claim for Relief, judgment over and against Pinnacle,
15 Management Company, and DOES 1 through 50, jointly and
16 severally, awarding recovery of all actual damages sustained as a
17 direct and proximate result of the above-described negligence; and
18 h. such other and further relief, at law or in equity, to which the Court
19 finds Moncayo justly entitled.

20 Dated: 24 August 2026

Respectfully submitted,

21 DAVID J. GALLO
22 **LAW OFFICES OF DAVID J. GALLO**
23 12702 VIA CORTINA, SUITE 500
24 DEL MAR, CALIFORNIA 92014-3769
Telephone: (858) 509-3652

25 /s/ David J. Gallo
26 By: David J. Gallo,
27 California Bar No. 127722
28 Attorneys for all Plaintiffs

[COMPLAINT, FAC filed 24AUG26.wpd]

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Dated: 24 August 2026

DAVID J. GALLO
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 12702 VIA CORTINA, SUITE 500
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 Telephone: (858) 509-3652

[COMPLAINT, FAC filed 24AUG26.wpd]

Exhibit “A”

STATE OF CALIFORNIA
Department of Industrial Relations
Division of Occupational Safety & Health

INSPECTION: 187163
Conveyance Number

01/30/2024
Date of Inspection

01/30/2025
Date Permit Expires

LOCATION: 1150 E St
Street Address

SAN DIEGO
City or Town

LOAD
PERMISSIBLE: 3,500
Pounds

21
Persons

AR622
Inspector

DESCRIPTION: Passenger
Type of conveyance

ELEV 3
Operator's ID

VVAC
Power

Overhead Tract
Type of Machine



THIS PERMIT SHALL BE POSTED ON THE CONVEYANCE

REVISED 10/05

Temporary Permit

Inspected By: AR622

Date: 01/2024

Annual Permit Pending

STATE OF CALIFORNIA
Department of Industrial Relations
Division of Occupational Safety & Health

INSPECTION: 187164
Conveyance Number

LOCATION: 1150 E ST.
Street Address

LOAD 2,100
PERMISSIBLE: Pounds

DESCRIPTION: Passenger
Type of conveyance



01/13/2024
Date of Inspection

01/13/2025
Date Permit Expires

SAN DIEGO
City or Town

13
Persons

AR622
Inspector

ELEV 4
Owner's ID

VV-AC
Power

Overhead Tract
Type of Machine

THIS PERMIT SHALL BE POSTED ON THE CONVEYANCE