	1 2 3 4 5 6 7	FERNALD LAW GROUP L.L.P. RACHEL D. STANGER (BAR NO. 200733) BRANDON C. FERNALD (BAR NO. 222429) 510 W. Sixth St., Suite 700 Los Angeles, California 90014 Telephone: (323) 410-0300 Facsimile: (323) 410-0330 E-Mail: rachel.stanger@fernaldlawgroup.com brandon.fernald@fernaldlawgroup.com	
By Fax	8 9 10	SUPERIOR COURT OF THE ST COUNTY OF LOS	
	11	DANIEL AND MARY LOU PERELMUTTER,) Case No. BC 6 1 9 1 2 2
	12	Plaintiffs,))) JURY TRIAL DEMANDED
	13	v.) JUNI IRIAL DEMANDED
	14	LINDSAY WINEBERG, as Trustee of the 2569 Creston Drive Revocable Trust dated May 15,) COMPLAINT FOR:
	15 16	1998; a California limited liability company; MINNIE DRIVER, an individual; and DOES ONE through TEN, inclusive,	 (1) Quite Title (2) Establishment of Prescriptive Easement
	17	Defendants.	 (3) Establishment of Equitable Easement
	18) (4) Trespass) (5) Private Nuisance
	19		 (6) Assault (7) Intentional Infliction of Emotional Distress
	20		(8) Declaratory Judgment
	21		 (9) Preliminary and Permantent Injunctive Relief
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2	For their Complaint against Lindsay Wineberg, as Trustee of the 2569 Creston Drive			
3	Revocable Trust dated May 15, 1998 ("Wineberg") and Minnie Driver ("Driver") (collectively,			
	"Defendants"), Plaintiffs Daniel and Mary Lou Perelmutter (collectively, the "Perelmutter 4			
5	"Plaintiffs") allege as follows:			
6	<u>PARTIES</u>			
7	1. The Perelmutters are individuals residing in Los Angeles County, California.			
8	2. Defendant Wineberg is an individual serving as Trustee of the 2569 Creston Drive			
9	Revocable Trust dated May 15, 1998, which owns the real property at issue herein, located in Los			
10	Angeles County, California.			
10	3. Minnie Driver is an individual residing in Los Angeles County, California.			
11	4. Plaintiff is not aware of the true names and capacities, whether individual or			
12	corporate, associate or otherwise, of Defendants Does 1 through 10 ("Defendant Does"). Plaintiffs			
13	therefore sue Defendant Does by such fictitious names and asks leave of Court to amend the			
14	Complaint to show their true names and capacities when the same have been fully ascertained.			
15	Each of these fictitiously named defendants is responsible in some way, whether directly or			
10	indirectly, for the injuries complained of in this action.			
17	5. Each of the Defendants is the agent, servant, employee, and/or joint venturer of each			
10	of the other Defendants such that each of the Defendants are responsible in some manner or to some			
20	degree for the action omissions of each of the other Defendants sued herein.			
20 21	NATURE OF THE CASE			
21	6. This action seeks redress for Defendants' continuing efforts to block and/or impede			
22	Plaintiffs' use of a driveway easement to access the real property located at 7668 Woodrow Wilson			
23 24	Drive. This action further seeks the removal of the gate blocking access to the easement, and a			
24 25	preliminary and permanent injunction enjoining Defendants from continuing in their efforts to			
23 26	impede Plaintiffs' lawful use of the easement.			
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1	FACTUAL ALLEGATIONS
2	7. Plaintiffs are the owners of real property located at 7668 Woodrow Wilson Drive
3	(the "7668 Property"), commonly known as APN: 5570-031-025 and legally described as follows:
4	THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION
5	32, TOWNSHIP 1 NORTH, RANGE 14 WEST, SBB&M, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
6	DESCRIBED AS FOLLOWS.
7	BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LAND DESCRIBED IN THE DEED RECORDED IN BOOK 14988, PAGE 225
8	OFFICIAL RECORDS OF LOS ANGELES COUNTY, WITH THE EASTERLY LINE OF WOODROW WILSON DRIVE, AS SHOWN ON MAP OF TRACT
9	6993, AS PER MAP RECORDED IN BOOK 129 PAGES 29 TO 31 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
10	WHICH IS A POINT ON A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 131.26 FEET, AT WHICH POINT THE RADIUS BEARS SOUTH
11	78° 33' 00" EAST;
12	THENCE NORTHERLY ALONG SAID CUR.VE AN ARC DISTANCE OF 6980 FEET TO A POINT WHERE THE RADIUS BEARS NORTH 70° 58' 55" EAST,
13	WHICH IS THE TRUE POINT OF BEGINNING;
14	THENCE NORTHERLY ALONG SAID EASTERLY LINE OF WOODROW WILSON DRIVE, WHICH IS THE ARC OF A CURVE CONCAVE TO THE
15	SOUTHWEST WITH ARC RADIUS OF 131.26 FEET AN ARC DISTANCE OF 45.S2 FEET TO A POINT IN A REVERSE CURVE WITH A COMMON RADIUS
16	THAT BEARS SOUTH 50° 54" 10" WEST;
17	THENCE NORTHERLY ALONG SAID EASTERLY LINE OF WOODROW WILSON DRIVE, WHICH IS THE ARC OF A CURVE CONCAVE TO THE
18	EAST RADIUS OF 71.37 FEET AN ARC DISTANCE OF 59.05 FEET TO A POINT WHERE THE RADIUS BEARS NORTH 81° 41' 20" WEST;
19	THENCE SOUTH 51° 13' 00" EAST 212. 95 FEET;
20	THENCE NORTH 81° 38' 10" WEST 57.40 FEET;
21	THENCE SOUTH 46° 40' 00" WEST 22.00 FEET;
22	THENCE NORTH 51° 13' 00" WEST 71.50 FEET TO THE TRUE POINT OF
23	BEGINNING.
24	SAID LAND IS ALSO SHOWN AS THAT PORTION OF PARCEL NO. 4, IN THE CITY OF LOS ANGELES, AS SHOWN ON THAT CERTAIN RECORD OF
25	SURVEY MAP RECORDED IN BOOK 46, PAGE 49 OF RECORDS OF SURVEYS.
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1	8. In or about May 19, 1939, an easement deed was recorded between the then owners
2	of Parcels 1, 2, 3 and 4 as indicated on the Record of Survey Map recorded in book 46, page 49 of
3	the Records of Surveys (the "Record of Survey").
4	9. The roadway easement provided a means of entering and exiting Parcels 2, 3 and 4
5	as indicated on the Record of Survey and ran from Parcel 3 in a northwest direction to Woodrow
6	Wilson Drive (the "Easement").
7	10. In or about February 1951, what was then known as Parcel 4 on the Record of Survey
8	was subdivided, with the northeastern portion of the land becoming what is now known 7666
9	Woodrow Wilson Drive, or APN 5570-031-019 (the "7666 Property").
10	11. The 7666 Property is presently owned by Wineberg and/or Driver and upon
11	information and belief is occupied by Driver.
12	12. The southwestern portion of Parcel 4 was further subdivided, becoming what is now
13	known as the 7668 Property and 7670 Woodrow Wilson Drive (APN 6670-031-26) (the "7670
14	Property").
15	13. Historically, the 7668 Property has been accessible both at its northwestern tip,
16	directly from Woodrow Wilson Drive, and via a gate at the southeastern edge of the property, via
17	the Easement.
18	14. The 7668 Property retains ownership of the Easement both via the original grant of
19	easement, as well as because of the open and notorious use of the Easement to access the gate at
20	the southeastern edge of the property.
21	15. In or about January 2014, the Perelmutters purchased the 7668 Property with the
22	intention of building a home on it.
23	16. After obtaining all appropriate permits, the Perelmutters began construction in
24	approximately March 2015.
25	17. As prior owners had done historically, the Perelmutters utilized the Easement to
26	access the 7668 Property via the southeastern gate to the property.
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1 18. As construction proceeded, the gate was removed, leaving an opening at the
 2 southeastern edge of the property where construction vehicles could access the 7668 Property.

3 19. The Perelmutters have now to reinstalled a gate at the southeastern edge of the 7668
4 Property.

5 20. During the course of construction, Driver has obstructed the Perelmutter's 6 construction efforts by deliberately blocking access to the 7668 Property via the southeastern 7 entrance.

8 21. First, Driver had previously installed an electric gate across the Easement, with the 9 promise of providing electronic access to the Perelmutters. In early 2015, such electronic access 10 was cut off. Thereafter, the Perelmutters were required to manually open the gate via a switch on 11 the inside of the gate.

12 22. After Driver realized that cutting off electronic access had failed to prevent the
13 Perelmutters from utilizing the Easement, she had the switch disabled.

When that failed, she began blocking access to the southeastern entrance to the 7668
Property by deliberately parking her vehicle within the 7668 Property line, right outside the
southeastern entrance, which served to block ingress and egress from the southeastern entrance to
the 7668 Property.

18 24. When these efforts failed to halt construction, she took to verbally harassing the
19 Perelmutters as well as construction workers present at the 7668 Property.

20 25. Driver regularly *inter-alia* screams all manner of obscenities at the Perelmutters and 21 construction worker's present; speeds her car toward construction workers and/or the Perelmutters; 22 throws construction materials onto the 7670 Property; and causes intentional damage to the 23 structures being built on the 7668 Property.

24 26. Upon information and belief, Driver has also vandalized the home being constructed
25 on the 7668 Property by throwing baby food jars filled with black paint against the walls of the
26 home.

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1	27. Driver's efforts have caused substantial delays and cost overruns with respect to the		
2	construction on the 7668 Property. At times, her conduct has caused construction workers to be		
3	trapped on the 7668 Property for upwards of 8 hours because Driver has caused their vehicles to be		
4	blocked in; and has caused construction workers to leave the site out of fear for their safety.		
5	28. Driver's conduct has also caused severe emotional distress to the Perelmutters,		
6	resulting in significant anxiety, sleeplessness and depression.		
7	29. Daniel Perelmutter, a heart transplant recipient, has suffered significant ill health		
8	effects as a result of Driver's ongoing course of conduct.		
9	FIRST CAUSE OF ACTION		
10	Quiet Title To Easement		
11	(Against All Defendants)		
12	30. The allegations in paragraphs 1 through 29 above are incorporated herein by		
13	reference as though fully set forth.		
14	31. Plaintiffs' right to the Easement is by grant dated May 19, 1939 to Plaintiffs'		
15	predecessors in interest to the 7668 Property.		
16	32. Plaintiffs and their predecessors in interest have used and enjoyed said Easement for		
17	the purpose of accessing the southeastern gate to the 7668 Property and have not by their actions		
18	or words waived or relinquished any right thereto, despite intermittent interference and trespass by		
19	Defendants.		
20	33. Defendants have no colorable claim to their <i>exclusive</i> use of the Easement and have		
21	not obtained any prescriptive right thereto.		
22	34. Plaintiffs seek to quiet title against all adverse claims, including Defendants, and all		
23	persons seeking any exclusive right, title, estate, lien or interest in the Easement adverse to		
24	Plaintiffs' title, or any part of that property.		
25	35. Plaintiffs seek to quiet title as of the date that their original complaint was filed.		
26	SECOND CAUSE OF ACTION		
27	Establishment of Easement By Prescription		
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1	(Against All Defendants)	
2	36. The allegations in paragraphs 1 through 35 above are incorporated herein by	
3	reference as though fully set forth.	
4	37. Plaintiffs and their predecessors in interest have continuously, openly, notoriously	
5	utilized the Easement for a period in excess of five years prior to the commencement of this action,	
6	for purposes of accessing the 7668 Property via the southeastern entrance.	
7	38. By reason of the facts alleged herein, Plaintiffs have established a prescriptive	
8	easement over the Easement for the purposes of accessing the southeastern entrance to the 7668	
9	Property. Plaintiffs are therefore entitled to a judgment of this Court establishing an appurtenant,	
10	non-exclusive easement for the benefit of Plaintiff, for the purpose of accessing the southeastern	
11	portion of the 7668 Property.	
12	THIRD CAUSE OF ACTION	
13	Establishment of Equitable Easement	
14	(Against All Defendants)	
15	39. The allegations in paragraphs 1 through 38 above are incorporated herein by	
16	reference as though fully set forth.	
17	40. Plaintiffs' and their predecessors in interest's use of the Easement to access the	
18	southeastern portion of the 7668 Property has at all times been innocent and without any willfulness	
19	or negligence on Plaintiffs' part, as Plaintiffs have always understood they were legally entitled to	
20	to their existing use of the Easement for the purpose of accessing the southeastern entrance to the	
21	7668 Property.	
22	41. The hardship to Defendants resulting from a judgment establishing an equitable	
23	easement for the benefit of Plaintiffs, is minimal and greatly disproportionate to the very substantial	
24	hardship that would be imposed upon Plaintiffs if they were precluded from continuing their long-	
25	established use of the Easement to access the southeastern entrance to the 7668 Property.	
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1	42. Pursuant to the facts alleged herein, Plaintiffs are entitled to a judgment of this Court		
2	establishing an equitable easement, for the benefit of Plaintiffs, for the continued use of the		
3	Easement for the purposes alleged herein.		
4	FOURTH CAUSE OF ACTION		
5	Trespass		
6	(Against Defendant Driver)		
7	43. The allegations in paragraphs 1 through 42 above are incorporated herein by		
8	reference as though fully set forth.		
9	44. Driver has intentionally trespassed on and interfered with Plaintiffs' efforts to		
10	lawfully construct a home on the 7668 Property.		
11	45. As a direct and proximate result of Driver's intentional and wrongful acts described		
12	herein, Plaintiffs' construction efforts have been substantially delayed at significant additional cost		
13	to Plaintiffs.		
14	46. Driver's acts of trespass as alleged herein are intentional, reckless and malicious,		
15	and with utter disregard for the property and personal interest of Plaintiffs.		
16	47. As a result, Plaintiffs seek punitive damages against Driver.		
16 17	47. As a result, Plaintiffs seek punitive damages against Driver.FIFTH CAUSE OF ACTION		
17	FIFTH CAUSE OF ACTION		
17 18	FIFTH CAUSE OF ACTION Private Nuisance		
17 18 19	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver)		
17 18 19 20	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver) 48. The allegations in paragraphs 1 through 47 above are incorporated herein by		
17 18 19 20 21	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver) 48. The allegations in paragraphs 1 through 47 above are incorporated herein by reference as though fully set forth.		
17 18 19 20 21 22	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver) 48. The allegations in paragraphs 1 through 47 above are incorporated herein by reference as though fully set forth. 49. Driver's actions as set forth herein have substantially interfered with Plaintiffs' use		
17 18 19 20 21 22 23	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver) 48. The allegations in paragraphs 1 through 47 above are incorporated herein by reference as though fully set forth. 49. Driver's actions as set forth herein have substantially interfered with Plaintiffs' use and enjoyment of the 7668 Property.		
 17 18 19 20 21 22 23 24 	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver) 48. The allegations in paragraphs 1 through 47 above are incorporated herein by reference as though fully set forth. 49. Driver's actions as set forth herein have substantially interfered with Plaintiffs' use and enjoyment of the 7668 Property. 50. Driver's actions were taken without consent, express or implied, of Plaintiffs.		
 17 18 19 20 21 22 23 24 25 	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver) 48. The allegations in paragraphs 1 through 47 above are incorporated herein by reference as though fully set forth. 49. Driver's actions as set forth herein have substantially interfered with Plaintiffs' use and enjoyment of the 7668 Property. 50. Driver's actions were taken without consent, express or implied, of Plaintiffs. 51. Driver's actions, as described herein, have substantially delayed Plaintiffs'		
 17 18 19 20 21 22 23 24 25 26 	FIFTH CAUSE OF ACTION Private Nuisance (Against Driver) 48. The allegations in paragraphs 1 through 47 above are incorporated herein by reference as though fully set forth. 49. Driver's actions as set forth herein have substantially interfered with Plaintiffs' use and enjoyment of the 7668 Property. 50. Driver's actions were taken without consent, express or implied, of Plaintiffs. 51. Driver's actions, as described herein, have substantially delayed Plaintiffs' construction of a home on the 7668 Property, causing Plaintiffs significant damage.		

1	53.	Driver's actions were willful, malicious and in utter disregard of the rights of	
2	Plaintiffs, there	by entitling Plaintiffs to punitive damages.	
3		SIXTH CAUSE OF ACTION	
4		Assault	
5		(Daniel Perelmutter Against Driver)	
6	54.	The allegations in paragraphs 1 through 53 above are incorporated herein by	
7	reference as the	bugh fully set forth.	
8	55.	On more than one occasion, Driver drove her vehicle at a high rate of speed toward	
9	Defendant Daniel Perelmutter with the intent of causing Daniel imminent apprehension of harmful		
10	contact.		
11	56.	In light of Driver's prior irrational and bizarre conduct directed at Plaintiffs and their	
12	construction w	orkers, Daniel Perelmutter believed that Driver intended to and would run him down	
13	with her vehicl	e.	
14	57.	Daniel Perelmutter suffered severe distress as a direct and proximate result of	
15	Driver's malici	ous, intentional and wrongful conduct.	
16	58.	Daniel Perelmutter is further entitled to punitive damages as a result of Driver's	
17	malicious, inte	ntional and wrongful conduct.	
18		SEVENTH CAUSE OF ACTION	
19		Intentional Infliction of Emotional Distress	
20		(Against Driver)	
21	59.	The allegations in paragraphs 1 through 58 above are incorporated herein by	
22	reference as the	ough fully set forth.	
23	60.	As a direct and proximate result of Driver's often bizarre, and obstreperous conduct,	
24	as described he	erein, Plaintiffs have suffered and continue to suffer severe emotional distress.	
25	61.	Such distress has resulted in sleeplessness, severe anxiety, and depression. Daniel	
26	Perelmutter in	particular has suffered both mentally and physically as a result of Driver's unjustified	
27	and abhorrent of	conduct.	
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1	62. As a direct and proximate result of Driver's intentional conduct, the Perelmutters
2	have been and continue to be damaged in an amount to be proven at trial.
3	63. Driver's conduct was and is wrongful, malicious, fraudulent, and in conscious
4	disregard of the rights of Plaintiffs.
5	64. Punitive damages should be awarded in order to punish and make an example
6	of Driver.
7	SEVENTH CAUSE OF ACTION
8	Declaratory Judgment
9	(Against All Defendants)
10	65. The allegations in paragraphs 1 through 64 above are incorporated herein by
11	reference as though fully set forth.
12	66. An actual controversy has arisen and now exists between Plaintiffs and Defendants
13	concerning their respective rights and duties with respect to the Easement, and in particular
14	Plaintiffs' right to utilize the Easement to access the southeastern portion of the 7668 Property.
15	67. Plaintiffs desire a judicial determination of the respective rights and duties of the
16	parties, and a declaration that they are entitled to unfettered use of the Easement for the purposes
17	of ingress and egress to the 7668 Property via its southeastern entrance. A failure to do so will
18	result in the diminution in the value of Plaintiffs' property.
19	68. Plaintiffs have been compelled to institute this action in order to determine the
20	respective rights of the parties with respect to the Easement, and have and will continue to incur
21	substantial economic damage in pursuit of this action.
22	EIGHTH CAUSE OF ACTION
23	Preliminary and Permanent Injunction
24	(Against Driver)
25	69. The allegations in paragraphs 1 through 68 above are incorporated herein by
26	reference as though fully set forth.
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1	70.	Drive	r's wrongful conduct, as hereinabove alleged, unless and until enjoined and	
2	restrained by order of this Court, will cause irreparable injury to Plaintiffs in that Plaintiffs have			
3	been and continue to be precluded and impeded from utilizing the Easement to access the			
4	southeastern entrance to the 7668 Property.			
5	71. Plaintiffs have no adequate remedy at law for the injuries suffered and threatened in			
6	that the prop	that the property is unique, and as such it will be impossible to determine the precise amount of		
7	damages they	damages they will suffer if Driver's conduct is not restrained and enjoined.		
8	72.	In par	ticular, Plaintiffs seek an injunction enjoining Driver from the following:	
9		(a)	Closing the gate which Driver previously installed across the Easement;	
10		(b)	Impeding access in any manner to the 7668 Property via the southeastern	
11	entrance;			
12		(c)	Driving her vehicles at a high rate of speed toward Plaintiffs or any of their	
13	construction	workers	;;	
14		(d)	Screaming obscenities and/or death threats at Plaintiffs or their construction	
15	workers.			
16			PRAYER	
16 17	WHE	REFOR	PRAYER RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and	
	WHE severally, as		RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and	
17	severally, as	follows	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and	
17 18	severally, as	follows For da	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and	
17 18 19	severally, as	follows For da For p	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and : amages in an amount to be proven at trial;	
17 18 19 20	severally, as 1. 2.	follows For da For p For at	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and amages in an amount to be proven at trial; unitive or exemplary damages;	
17 18 19 20 21	severally, as 1. 2. 3.	follows For da For p For at For co	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and amages in an amount to be proven at trial; unitive or exemplary damages; torneys' fees according to law;	
17 18 19 20 21 22	severally, as 1. 2. 3. 4.	follows For da For p For at For co For p	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and amages in an amount to be proven at trial; unitive or exemplary damages; torneys' fees according to law; osts of suit herein;	
17 18 19 20 21 22 23	severally, as 1. 2. 3. 4. 5.	follows For da For p For at For co For p For da	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and amages in an amount to be proven at trial; unitive or exemplary damages; torneys' fees according to law; osts of suit herein; re-judgment and post-judgment interest as provided by law;	
17 18 19 20 21 22 23 24	severally, as 1. 2. 3. 4. 5. 6.	follows For da For p For at For co For p For da For p	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and amages in an amount to be proven at trial; unitive or exemplary damages; torneys' fees according to law; osts of suit herein; re-judgment and post-judgment interest as provided by law; eclaratory judgment in the form set forth herein;	
17 18 19 20 21 22 23 24 25	severally, as 1. 2. 3. 4. 5. 6. 7.	follows For da For p For at For co For p For da For p	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and amages in an amount to be proven at trial; unitive or exemplary damages; torneys' fees according to law; osts of suit herein; re-judgment and post-judgment interest as provided by law; eclaratory judgment in the form set forth herein; reliminary and permanent injunctive relief as set forth herein; and	
 17 18 19 20 21 22 23 24 25 26 	severally, as 1. 2. 3. 4. 5. 6. 7.	follows For da For p For at For co For p For da For p	RE, the Plaintiffs pray for judgment and relief against Defendants, jointly and amages in an amount to be proven at trial; unitive or exemplary damages; torneys' fees according to law; osts of suit herein; re-judgment and post-judgment interest as provided by law; eclaratory judgment in the form set forth herein; reliminary and permanent injunctive relief as set forth herein; and	

1	FERNALD LAW GROUP LLP BRANDON C. FERNALD
2	RACHEL D. STANGER
3	DA
4	Dated: May 6, 2016 Brandon C. Fernald
5	Dated: May 6, 2016 Brandon C. Fernald Attorneys for Daniel and Mary Lou Perelmutter
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