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10 MARIAN LARATTA

Electronically  
**FILED**  
by Superior Court of California, County of San Mateo  
ON 10/14/2022  
By /s/ Maria Coronel  
Deputy Clerk

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 IN AND FOR THE COUNTY OF SAN MATEO

13 MARIAN LARATTA,

14 Plaintiff,

15 vs.

16 CORY L. COOPER; DWELL REALTORS,  
17 INC.; COMPASS CALIFORNIA II, INC.; and  
18 DOES 1 – 50, INCLUSIVE,

19 Defendants.

Case No.: 22-CIV-04304

COMPLAINT FOR:

1. Financial Elder Abuse
2. Breach of Fiduciary Duty

1 **GENERAL ALLEGATIONS**

2 COMES NOW, Plaintiff Marian LaRatta (hereinafter referred to as "Plaintiff" or "Marian  
3 LaRatta") who files her Complaint herein and complains against Defendants as follows:

4 1. Plaintiff Marian LaRatta ("PLAINTIFF"), an individual, who at all times  
5 referenced herein was a resident of San Mateo, California. Plaintiff now resides in Sacramento,  
6 California. PLAINTIFF at all times mentioned herein is an elder as described in Welfare &  
7 Institutions Code section 15600 et. seq.

8 2. Defendant Cory L. Cooper ("COOPER"), an individual, who at all times  
9 referenced herein was a duly licensed California real estate salesperson.

10 3. Defendant Dwell Realtors, Inc. ("DWELL") who at all times referenced herein is  
11 a California corporation, with its principal place of business in the City of Los Gatos, County of  
12 Santa Clara, State of California.

13 4 Defendant Compass California II, Inc. ("COMPASS") who at all times referenced  
14 herein is a Delaware corporation, with its main office being in the City and County of San  
15 Francisco, State of California

16 5. Upon information and belief, Plaintiff alleges COOPER, DWELL and  
17 COMPASS (hereinafter collectively referred to as "Defendants") acted as agent, servant,  
18 employee, bailee, lessee, assignor, and/or successor in interest, of the each of the other named  
19 Defendants and was acting within the course and scope of said agency, service, employment,  
20 bailment, lease, assignment, and/or successor in interest with the knowledge, permission and  
21 consent of each of other named Defendants.

22 6. The true names and capacities, whether individual, corporate, associate or  
23 otherwise of Defendants Does 1 through 50, inclusive, are unknown to Plaintiff who, therefore,  
24 sues said Defendants by such fictitious names. Plaintiff are informed and believe and thereon  
25 allege that each of the Defendants designated herein as a fictitiously named Defendant is, in  
26 some manner, responsible for the events and happenings herein referred to, either contractually  
27 or tortuously, and caused the damage to Plaintiff herein alleged. When Plaintiff ascertains the  
28 true names and capacities of Does 1 through 50, they will seek leave of this Court to amend this

1 Complaint by setting forth the same.

2 7. Upon information and belief, on or about March of 2020 PLAINTIFF hired  
3 COOPER and DWELL to list her residence located 236 24th Ave in San Mateo (“Property”) for  
4 sale.

5 8. PLAINTIFF had lived in the Property for 50 years. She was 87 years old.

6 9. PLAINTIFF hired COOPER to assist her with selling the Property. While  
7 COOPER worked at DWELL, COOPER told PLAINTIFF that because the Property was old and  
8 in poor condition that listing the Property on MLS would be a mistake. Instead, COOPER took  
9 financial advantage of PLAINTIFF by not listing the Property on MLS.

10 10. COOPER engaged in extremely aggressive and improper sales tactics to  
11 overcome PLAINTIFF’s will and get her to quickly sell the Property without receiving a  
12 competing bid. COOPER knew that PLAINTIFF had limited financial resources and was in  
13 desperate need to sell the Property because it was too large for her to maintain. He told  
14 PLAINTIFF that the transaction needed to be completed as quickly as possible or the only buyer  
15 would go away. COOPER falsely told PLAINTIFF that he could get her a better offer if the  
16 Property was not listed on MLS. COOPER scared PLAINTIFF into believing that she would  
17 receive less if the Property was listed on MLS, even though she believed getting multiple offers  
18 was what should occur. COOPER relentlessly pressured PLAINTIFF to agree to not list the  
19 Property on MLS and that if she thought getting multiple offers was better that it would slow the  
20 process down and that she did not have time to get advice from others regarding the sale.

21 11. COOPER falsely told PLAINTIFF that he would get the best price for the  
22 Property because he knew of an active real estate investor, Gregory Driker, and that COOPER  
23 would get a much better offer from him than what she would receive if the Property was listed on  
24 MLS. Instead of getting competing bids, COOPER allowed Mr. Driker to make the only offer  
25 on the Property, falsely telling PLAINTIFF this was the best she could get because COOPER  
26 wanted to take financial advantage of PLAINTIFF because he knew PLAINTIFF was elderly  
27 and would not challenge COOPER’s position that the Property should not be listed on MLS.

28 12. On or about March 13, 2020, PLAINTIFF agreed to sell the PROPERTY to Mr.

1 Driker with a close of escrow set on April 6, 2020 with Mr. Driker agreeing to allow  
2 PLAINTIFF to remain in possession of the Property until July 7, 2020.

3 13. On or about March 17, 2020, local jurisdiction and the State of California issued  
4 stay at home orders due to COVID. The COVID Pandemic caused a shock to the real estate  
5 market causing the real estate industry to quickly draft a coronavirus addendum which allowed  
6 parties to cancel their contract.

7 14. On March 23, 2020, PLAINTIFF instructed COOPER to cancel the contract with  
8 Mr. Driker pursuant to the Coronavirus addendum. PLAINTIFF signed the cancellation  
9 addendum.

10 15. Shortly thereafter, COOPER informed PLAINTIFF that the contract was  
11 cancelled, but this was untrue. The contract was never cancelled because COOPER never  
12 obtain a signature from Mr. Driker on the cancellation addendum.

13 16. Approximately one year later, PLAINTIFF noticed life returning to a new normal  
14 and decided to pursue the sale of the Property again. PLAINTIFF contacted COOPER.  
15 COOPER was now working as an agent with COMPASS.

16 17. COOPER, again, falsely told PLAINTIFF that he could get her a better offer if the  
17 Property was not listed on MLS. COOPER scared PLAINTIFF into believing that she would  
18 receive less if the Property was listed on MLS, and he again engaged in the same ruthless  
19 pressure tactics to get PLAINTIFF to agree to sell the Property quickly without being listed on  
20 MLS.

21 18. COOPER, again, falsely told PLAINTIFF that he would get the best price for the  
22 Property. Instead of getting competing bids, COOPER again contacted Mr. Driker.

23 19. Shortly after contacting COOPER about wanting to sell the Property, PLAINTIFF  
24 received correspondence from Mr. Driker's attorney demanding that PLAINTIFF perform as set  
25 forth in the Contract she entered into with Mr. Driker on March 23, 2020. Said correspondence  
26 demand that PLAINTIFF go through with the sale, or face litigation.

27 20. PLAINTIFF was under extreme duress after receiving the letter. PLAINTIFF  
28 asked COOPER whether he had cancelled the contract as instructed and as COOPER had

1 previously confirmed. COOPER responded that it was not his problem, and he couldn't give  
2 PLAINTIFF advice.

3 **FIRST CAUSE OF ACTION**

4 **(FINANCIAL ELDER ABUSE AGAINST ALL DEFENDANTS)**

5 21. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through  
6 20 inclusive, and incorporates by reference the allegations as though set forth in full herein.

7 22. At all times mentioned, PLAINTIFF was an "elder" within the meaning of  
8 California Welfare & Institutions Code and was a resident of State of California. COOPER  
9 knew or should have known that PLAINTIFF was an elder. Because of her age and the special  
10 relationship between Defendants and PLAINTIFF, Plaintiff was substantially more vulnerable to  
11 the Defendants' wrongful conduct.

12 23. PLAINTIFF had lived at the Property for fifty (50) years. She and her husband  
13 had sold a home previously, in or about 1955. PLAINTIFF knew that it was in her best interest  
14 to have the Property listed on MLS, so that the Property could receive multiple bids.

15 24. PLAINTIFF, aged 87, a widow, needed to sell the Property because she could not  
16 afford the upkeep, and she was no longer able to physically maintain the Property. Her finances  
17 were extremely limited and she was vulnerable to pressure that would reduce or cause her to  
18 incur additional costs.

19 25. At times, PLAINTIFF had her eldest child, Thomas, assist her. Defendants, and  
20 DOES 1 - 50, and each of them, knew that PLAINTIFF was vulnerable to financial pressure, so  
21 they tried to isolate PLAINTIFF and exerting pressure on her when she was alone.

22 26. Defendants, and DOES 1 - 50, and each of them, engaged in extremely aggressive  
23 and improper sales tactics to overcome PLAINTIFF's will and get her to quickly sell the  
24 Property without receiving a competing bid. Defendants, and DOES 1 - 50, and each of them,  
25 knew that PLAINTIFF had limited financial resources and was in desperate need to sell the  
26 Property because it was too large for her to maintain.

27 27. Defendants, and DOES 1 - 50, and each of them, told PLAINTIFF that the  
28 transaction needed to be completed as quickly as possible or the only buyer would go away.

1 Defendants, and DOES 1 - 50, and each of them, falsely told PLAINTIFF that he could get her a  
2 better offer if the Property was not listed on MLS. COOPER scared PLAINTIFF into believing  
3 that she would receive less if the Property was listed on MLS, even though she believed getting  
4 multiple offers was what should occur. Defendants, and DOES 1 - 50, and each of them,  
5 relentlessly pressured PLAINTIFF to agree to not list the Property on MLS and that if she  
6 thought getting multiple offers was better that it would slow the process down and that she did  
7 not have time to get advice from others regarding the sale. Said pressure tactics were  
8 purposefully done when Defendants, and DOES 1 - 50, and each of them, had isolated  
9 PLAINTIFF from receiving assistance from her eldest son. Defendants, and DOES 1 - 50, and  
10 each of them, knew that PLAINTIFF's will would be harder to overcome if she received the  
11 assistance from her eldest son.

12 28. Defendants, and DOES 1 - 50, and each of them, had more than one person  
13 contact PLAINTIFF to add to the pressure campaign. Defendants, and DOES 1 - 50, and each of  
14 them, intimidated PLAINTIFF by telling there was no guarantee she would recover the money that  
15 she would be required to spend to fix up the place before its sale. Further, Defendants, and  
16 DOES 1 - 50, and each of them, falsely told PLAINTIFF there no time to check on other options  
17 and that she risked losing the best offer she was going to get.

18 29. Defendants, and DOES 1 - 50, and each of them, are guilty of elder abuse under  
19 Sections 15610.30 et seq. of the California Welfare & Institutions Code (the Elder Abuse and  
20 Dependent Adult Protection Act).

21 30. Defendants, and DOES 1 - 50, and each of them, are guilty of elder abuse under  
22 Sections 15610.30 et seq. of the California Welfare & Institutions Code (the Elder Abuse and  
23 Dependent Adult Protection Act).

24 31. Defendants are responsible of attempting to take, secret, appropriate, obtain,  
25 and/or retain financial gain from PLAINTIFF, by undue influence, by abusing the confidence  
26 PLAINTIFF placed in DEFENDANTS by taking advantage of PLAINTIFF's age, weakness of  
27 mind, and persuading PLAINTIFF through sales pressure tactics that were coercive in nature that  
28 overcame the will of PLAINTIFF as defined in Section 1575 of the Civil Code.



1 Property to obtain the best sale price.

2 42. Defendants, and DOES 1 - 50, and each of them, breached the Fiduciary duty  
3 owed to PLAINTIFF by not obtaining a fully executed cancellation addendum.

4 43. Defendants, and DOES 1 - 50, and each of them, breached the Fiduciary duty  
5 owed to PLAINTIFF by not preparing and serving on Mr. Driker a demand to close escrow, if  
6 Mr. Driker refused to cancel the sale.

7 44. As a legal result of Defendants' conduct herein alleged, Plaintiff has suffered  
8 financial damages including, without limitations, general and economic damages, in an amount  
9 according to proof at time of trial.

10 45. As set forth above, the breach of fiduciary duty committed by COOPER was  
11 committed and/or authorized/ratified by DWELL and/or COMPASS, and thereby acted  
12 despicably, fraudulently, and is liable under California Civil Code Section 3333 and California  
13 Civil Code Section 3294 for exemplary and punitive damages. PLAINTIFF is therefore entitled  
14 to an award of exemplary and punitive damages against Defendants, and DOES 1 - 50, and each  
15 of them, in an amount to be determined according to proof at the time of trial.

16 WHEREFORE, Plaintiff pray for judgment against Defendants and each of them as  
17 follows:

- 18 1. For financial damages in an amount to be determined at trial;
- 19 2. For punitive and exemplary damages;
- 20 3. Treble damages;
- 21 4. For a determination that Defendants breached the covenant of good faith and fair  
22 dealing;
- 23 5. For cost of suit herein;
- 24 6. For attorneys' fees; and
- 25 7. For such other and further relief as the Court deems appropriate.

26 Dated: October 14, 2022

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Joshua J.K. Henderson