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Defendant in Pro Per

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Elizabeth Ann Williams,
Plaintiff,

Case No.: **26CV163434**

v.

Jesse Lucas,
Defendant.

MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF EX PARTE
APPLICATION FOR EMERGENCY STAY
OF JUDGEMENT OF WRIT OF POSSESSION

I. INTRODUCTION

1. Defendant Jesse Lucas respectfully requests this Court issue an emergency stay of execution of the Writ of Possession issued on January 26, 2026 and permit Defendant to present his meritorious defenses to this unlawful detainer action.
2. Defendant, a disabled veteran experiencing chronic homelessness, was unable to timely respond to this action due to documented financial hardship stemming from prior wage theft, identity theft, and vehicle theft, alongside financial exploitation. Defendant accepted a settlement offer far less than he intended in another legal matter in which he was victim of financial exploitation against a bank, and as a result of this unlawful retaliatory eviction, but still has not received any compensation. The Merits of this matter are not limited to but do include:
 - (1) fraudulent misrepresentation of income to HUD-VASH officials by Plaintiff's business partners;
 - (2) public corruption involving Oakland city employees coordinating with Plaintiff;
 - (3) breach of warranty of habitability with 96+ documented complaints; and
 - (4) retaliatory eviction following official VA complaints.

Without a stay, Defendant will be irreparably harmed by loss of housing before having any opportunity to be heard on the merits.

II. STATEMENT OF FACTS

A. Background of Tenancy and VA Housing Assistance

1. Defendant Jesse Lucus is a military veteran who served with the California Army National Guard as an Information Systems Analyst. (Declaration of Jesse Lucus ["Lucus Decl."], ¶ 3.)
2. In April 2023, Defendant was the victim of domestic violence in Ohio and received assistance from the Veterans Administration to escape that situation. (Lucus Decl., ¶ 4.)
3. Between April 2023 and January 2026, Defendant was forced to move approximately 22 times due to damage to his credit reputation caused by identity theft and financial crimes perpetrated against him. (Lucus Decl., ¶ 5; Exh. M [Extortion Evidence].)
4. In December 2024, Defendant's case was transferred from Nations Finest in Monterey to Fremont VA, and then to Oakland in February 2025 when he was placed into an SSVF (Supportive Services for Veteran Families) grant housing unit managed by Party Insight Housing. (Lucus Decl., ¶ 7.)
5. On February 5, 2025, Defendant met with Nhu-Ly Tran, Supervisor for Fremont HUD-VASH, and completed financial disclosure forms accurately reporting his business income from Fused Gaming, LLC. (Lucus Decl., ¶ 8; Exh. D [Financial Disclosure to Fremont HUD-VASH].)
6. On February 18, 2025, Defendant met with Plaintiff's case manager, Roynelle Mayfield of Insight Housing. When reviewing Defendant's accurate financial disclosures, Ms. Mayfield physically tore up the accurate disclosure and instructed Defendant to sign a newly drafted disclosure containing materially false information. (Lucus Decl., ¶ 9; Exh. E [Fraudulent Financial Disclosure].)
7. Under duress and protest, Defendant signed the false disclosure to avoid being returned to homelessness. Defendant moved into the unit at 1055 72nd Ave Apt 4 on February 19, 2025 under a one-year written lease agreement without having seen the apartment prior to signing. (Lucus Decl., ¶ 10; Exh. A [Lease Agreement].)

B. Habitability Violations and Security Failures

1. From the first day of tenancy, Defendant encountered severe security and habitability issues at the property. On his first day, while unloading belongings, someone attempted to punch the ignition of his guest's vehicle parked on the sidewalk and stripped the battery, costing Defendant \$675 in repairs he paid to his guest. (Lucus Decl., ¶ 11.)

C. The property has an entrance gate that is consistently left unlocked and in disrepair, allowing unauthorized persons onto the property. (Lucus Decl., ¶ 12; Exh. Q [Video: "Gate Lock.MOV" showing non-functional gate repair].)

1. On November 3, 2025, while Defendant was briefly away walking his service dog, an intruder reached through his apartment window (which Defendant always keeps locked when away) and stole his keys, laundry coin jar, and MacBook computer containing critical business files and developer conference materials. (Lucus Decl., ¶ 13; Exh. H [11-3-2025 Stolen Keys Demand]; Exh. I [11-3-2025 FG-Security-Audit.pdf - Invoice specifying necessary security fixes].)

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2. This theft prevented Defendant from participating in developer conferences in San Francisco, directly impacting his ability to pursue business opportunities through his software engineering and blockchain forensics companies. (Lucus Decl., ¶ 14.)
 3. Between February 19, 2025 and January 8, 2026, Defendant made over 96 documented complaints to Plaintiff regarding unsanitary conditions (human waste on property), insecure conditions (broken gates, unlocked entrances), repeated thefts, excessive police presence, and repeated demands for remediation. (Lucus Decl., ¶ 15; Exh. S [Proof of Correspondence Logs - video recording of complaint documentation].)
 4. Plaintiff failed to adequately respond to or remedy these conditions despite being provided with specific technical recommendations and repeated demands. (Lucus Decl., ¶ 16; Exh. J [Photos of human waste - "1-3-2026 Poopy1.MOV" and "1-3-2026 Poopy2.MOV"].)
- D. Official Complaints and Retaliatory Eviction
1. On January 4, 2026, after months of ignored complaints, Defendant filed an official complaint with the National Homeless Veterans Hotline discussing the habitability violations, security failures, and demanding accountability by Plaintiff. (Lucus Decl., ¶ 17; Exh. K [1-4-2026 National Homeless Veterans 1.m4a - recorded official complaint].)
 2. Only four days later, on January 8, 2026, Defendant received by mail the Summons and Complaint for unlawful detainer. (Lucus Decl., ¶ 18.)
 3. On January 19, 2026, Defendant followed up with the VA call center regarding his complaints and also contacted VA OIG, Oakland Police, HUD Police, and city officials including U.S. Representative Lateefa Simon. (Lucus Decl., ¶ 19; Exh. L [Email to Rep. Lateefa Simon].)
 4. On January 22, 2026, Defendant made a third recorded call to the National Homeless Veterans Hotline following the retaliatory eviction action. (Lucus Decl., ¶ 20; Exh. N [1-22-2026 National Homeless Veterans 3.m4a].)
- E. Financial Hardship and Inability to Respond
1. At the time Defendant was served with the Summons and Complaint on January 8, 2026, Defendant was experiencing severe financial hardship. (Lucus Decl., ¶ 21.)
 2. In April 2023, Defendant was the victim of wage theft by Dru Addam Mundorff of Arizona, who contracted Defendant to perform specific work but failed to pay despite Defendant fulfilling all requirements. This wage theft, combined with the domestic violence incident, initiated Defendant's financial crisis. (Lucus Decl., ¶ 22.)
 3. In November 2025, Defendant's vehicle, which was legally parked and secured, was stolen by thieves. It took 14 follow-up calls before any criminal proceedings began. (Lucus Decl., ¶ 23; Exh. O [11-28-2025 Phoenix Police Report]; Exh. P [11-30-2025 Oakland Police Report]; Exh. R [12-13-2025 phoenix pd.m4a - recorded call].)
- F. Defendant has been the victim of ongoing identity theft and financial extortion, severely damaging his credit and banking relationships. (Lucus Decl., ¶ 24; Exh. M [Extortion evidence - "Extortion1.png"]; Exh. T [12-30-2025 CHEXSYSTEMS.pdf showing banking restrictions].)

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1. As of January 8, 2026, Defendant did not have sufficient funds to pay the filing fee required to file a responsive pleading in this action. (Lucus Decl., ¶ 25; Exh. U [Bank statements showing insufficient funds]; Exh. V ["Hardship.PNG"].)
 2. Defendant is certified as chronically homeless with a documented disability. (Lucus Decl., ¶ 26; Exh. W [Certification - Chronically Homeless]; Exh. X [1-19-2026 bart.pdf - BART Medical documentation of disability].)
- G. Default, Writ of Possession, and Current Ability to Defend
1. Due to Defendant's financial inability to respond, Plaintiff obtained a default and default judgment. A Writ of Possession was issued on January 26, 2026, with execution scheduled for January 31, 2026. (Lucus Decl., ¶ 27; Exh. G [Writ of Possession].)
 2. On January 19, 2026, Defendant received settlement funds from Chime Financial resolving a separate legal matter, providing him with resources to now defend this action. (Lucus Decl., ¶ 28; Exh. Y [Chime Settlement documentation and emails].)
 3. On January 22, 2026, Defendant received a voucher to facilitate relocation, demonstrating ongoing coordination with VA housing services. (Lucus Decl., ¶ 29; Exh. Z [1-22-2026 Signed Lucas VOUCHER.pdf].) Defendant is a software engineer and entrepreneur with expertise in blockchain forensics and is currently operating multiple technology ventures while seeking to secure proper housing stability. (Lucus Decl., ¶ 30; Exh. AA ["Developer.PNG" - proof of developer work].)

III. LEGAL ARGUMENT

A. Standard for Ex Parte Relief:

1. Ex parte applications are disfavored and may be granted only upon a showing of exceptional circumstances requiring immediate action to prevent irreparable harm. (Cal. Rules of Court, rule 3.1202(c).)
2. The applicant must demonstrate both the urgency necessitating ex parte relief and that the applicant will suffer immediate harm if the matter is not heard on an ex parte basis. (*Wilcox v. Birtwhistle* (1999) 21 Cal.4th 973, 978.)
 - a. Here, exceptional circumstances exist because the Writ of Possession will be executed on January 31, 2026 - only days away - rendering Defendant, a disabled veteran experiencing chronic homelessness, without shelter before any opportunity to be heard on the merits.
 - b. Once evicted, Defendant cannot be restored to possession even if he ultimately prevails on his substantial defenses involving fraud, public corruption, habitability violations, and retaliation. This constitutes the type of immediate, irreparable harm that justifies ex parte consideration.
 - c. Moreover, given the allegations of corruption involving city employees and fraudulent dealings with federal housing officials, advance notice creates risk of evidence destruction or coordination to defeat Defendant's claims.

B. Standard for Stay of Execution

1. A trial court has inherent authority to stay enforcement of its own judgments pending disposition of post-judgment motions. (*Westrec Marina Management, Inc. v. Jardine Ins. Brokers Orange County, Inc.* (2000) 85 Cal.App.4th 1042, 1048.) The court may stay execution of a judgment upon such terms as are just. (Code Civ. Proc., § 918.)
2. In determining whether to grant a stay, courts consider:
 - (1) the likelihood of success on the merits;
 - (2) the balance of potential harm to the parties; and
 - (3) the public interest. (*Lucas v. County of Los Angeles* (1996) 47 Cal.App.4th 277, 285.)

C. Each factor favors the Defendant.

1. Likelihood of Success on the Merits
2. Defendant has multiple substantial defenses, each supported by documentary evidence and sworn testimony, demonstrating strong likelihood of success if permitted to defend:
 - i. First, fraudulent misrepresentation to federal housing officials: Plaintiff's case manager Roynelle Mayfield destroyed Defendant's accurate financial disclosures and forced him to sign false disclosures on February 18, 2025, constituting fraud in the inducement affecting the validity of the entire tenancy arrangement and Plaintiff's standing to bring this action under HUD-VASH program requirements.
 - ii. Second, breach of warranty of habitability: With over 96 documented complaints supported by photographs, videos, recorded calls to authorities, and written correspondence spanning nearly a year, Defendant has established severe habitability violations including security failures allowing repeated thefts, unsanitary conditions (human waste on property), and broken security gates. Under *Green v. Superior Court* (1974) 10 Cal.3d 616, such violations provide complete or partial defense to unlawful detainer and may offset rent obligations.
 - iii. Third, retaliatory eviction: The temporal proximity between Defendant's official January 4, 2026 complaint to the National Homeless Veterans Hotline and the January 8, 2026 service of summons (merely 4 days) raises strong inference of retaliation in violation of Civil Code section 1942.5. Defendant's complaints addressed issues affecting "health and safety" and involved "reporting code violations" - both protected activities triggering the statute's presumption of retaliation when eviction follows within 180 days.

- iv. Fourth, due process violations: Defendant was effectively denied opportunity to be heard due to financial barriers—a disabled, chronically homeless veteran with documented hardship stemming from criminal victimization (domestic violence, wage theft, vehicle theft, identity theft). The opportunity to be heard is meaningless when financial obstacles prevent court access, particularly for vulnerable populations the HUD-VASH program exists to serve.
3. Balance of Hardships
 - i. The hardship to Defendant from denial of a stay vastly outweighs any hardship to Plaintiff from a brief delay. Defendant, already certified as chronically homeless with disability, faces immediate return to homelessness and loss of all personal property. As a software engineer and entrepreneur operating multiple technology ventures, Defendant requires stable housing to maintain business operations and continue seeking permanent housing solutions—the precise goal of the VA housing assistance program.
 - ii. Plaintiff's only hardship is a short delay in regaining possession while Defendant's defenses are heard. If Defendant's defenses fail, Plaintiff will obtain possession having been delayed only briefly. But if Defendant's defenses succeed—particularly the fraud and corruption allegations involving federal housing program abuse—justice demands those claims be adjudicated before a vulnerable veteran is wrongfully rendered homeless.
 - iii. Relief from Default and Default Judgment Under CCP § 473(b) Code of Civil Procedure section 473(b) provides that the court "may, upon any terms as may be just, relieve a party or his or her legal representative from a judgment, dismissal, order, or other proceeding taken against him or her through his or her mistake, inadvertence, surprise, or excusable neglect. "The policy favoring trial on the merits is "well established." (*Rappleyea v. Campbell* (1994) 8 Cal.4th 975, 980.) Courts have consistently held that financial inability to pay filing fees constitutes excusable neglect justifying relief under section 473(b). (*Lorenz v. Commercial Acceptance Ins. Co.* (1995) 40 Cal.App.4th 981, 989-990.)
 - iv. Defendant's failure to respond was due to documented, extraordinary financial hardship resulting from multiple criminal victimizations over a three-year period: domestic violence and vehicle theft (April 2023), wage theft by Arizona contractor (ongoing since 2023), vehicle theft (November 2025), and identity theft/extortion (ongoing). These circumstances, combined with Defendant's status as a disabled veteran experiencing chronic homelessness, constitute quintessential excusable neglect—not lack of diligence or intentional avoidance. As soon as Defendant obtained funds through the January 19, 2026 Chime settlement which he accepted far less than he intended so he could provide financial support to defend himself, he immediately sought to exercise his right to defend. This demonstrates the good faith and diligence section 473(b) requires.
 4. Due Process Requires Opportunity to Be Heard

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- i. Both the federal and state Constitutions guarantee due process before deprivation of a property interest. (U.S. Const., 14th Amend.; Cal. Const., art. I, § 7.)
 - ii. A tenant's possessory interest in rental property is a protected property interest. (*Lindsey v. Normet* (1972) 405 U.S. 56, 65.)
 - iii. Due process requires, at a minimum, notice and an opportunity to be heard at a meaningful time and in a meaningful manner. (*Mathews v. Eldridge* (1976) 424 U.S. 319, 333.)
 - iv. While Defendant received notice of the unlawful detainer action, he was effectively denied any opportunity to be heard due to inability to pay filing fees resulting from documented criminal victimization and financial hardship. For a disabled, chronically homeless veteran—precisely the vulnerable population -- federal housing assistance programs exist to serve—financial barriers to court access render the "opportunity to be heard" illusory. Defendant now seeks the meaningful opportunity that due process guarantees.
5. Meritorious Defenses Exist
- i. To obtain relief from default, a defendant must present a meritorious defense. (Code Civ. Proc., § 473(b); *Rappleyea v. Campbell*, *supra*, 8 Cal.4th at p. 981.)
 - ii. A defense is meritorious if the defendant presents facts showing a reasonable probability of success if default is set aside. (*Anastos v. Lee* (2004) 118 Cal.App.4th 1314, 1319.)
 - iii. Defendant has multiple substantial meritorious defenses:
6. Fraudulent Misrepresentation to Federal Housing Officials
- i. On February 18, 2025, Plaintiff's case manager Roynelle Mayfield destroyed Defendant's accurate financial disclosures previously provided to Fremont HUD-VASH officials and forced Defendant to sign materially false disclosures.

This constitutes fraud affecting:

- (a) the validity of the lease itself (procured through fraudulent inducement);
- (b) Plaintiff's compliance with HUD-VASH program requirements; and
- (c) Plaintiff's standing to pursue eviction under federal housing assistance guidelines.

Federal housing assistance programs require accurate income reporting. Plaintiff's deliberate falsification of Defendant's income—documented through Defendant's testimony and the existence of accurate prior disclosures to Fremont HUD-VASH—may constitute federal program fraud. A lease procured through fraud is voidable, and a landlord cannot benefit from its own fraudulent conduct by enforcing such a lease through eviction.

7. Breach of Warranty of Habitability

- i. Plaintiff breached the implied warranty of habitability by failing to maintain the premises in a habitable condition throughout Defendant's tenancy. Specific conditions include:
 1. Broken and non-functional entrance gate allowing unauthorized persons onto property, documented through video evidence showing poor repairs and consistent failure to maintain security.
 2. Unsanitary conditions including human waste on property, documented through video and photographic evidence dated January 3, 2026;
 3. Security failures resulting in theft of Defendant's property on November 3, 2025 (MacBook, keys, laundry coins) when intruder reached through window due to inadequate property security;
 4. First-day theft attempt on guest's vehicle costing Defendant \$675 in repairs;
 5. Excessive police presence and criminal activity on property creating an unsafe environment.
 - ii. Defendant notified Plaintiff of these conditions through over 96 documented complaints between February 2025 and January 2026, including: written demands, technical security audit with remediation recommendations (November 3, 2025), photographs, videos, recorded complaints to VA authorities, and correspondence to federal elected officials.
 - iii. Plaintiff failed to make adequate repairs or maintain safe, sanitary conditions despite specific notice and technical recommendations. Under **Green v. Superior Court** (1974) 10 Cal.3d 616, breach of warranty of habitability provides defense to unlawful detainer and may reduce or eliminate rent obligations. The extensive documentation spanning 11 months demonstrates not isolated incidents but systemic failure to maintain habitability.
8. Retaliatory Eviction
- i. This eviction violates California Civil Code section 1942.5, which prohibits retaliatory eviction when a tenant has complained about habitability issues or exercised legal rights.
 - ii. On January 4, 2026, Defendant filed an official complaint with National Homeless Veterans Hotline documenting habitability violations, security failures, and demanding accountability—a protected activity under section 1942.5 as it involved health and safety concerns and reporting code violations to governmental authorities.
 - iii. Only four days later, on January 8, 2026, Defendant received the unlawful detainer summons. This temporal proximity—combined with Plaintiff's documented failure to address 11 months of complaints—creates strong inference of retaliatory motive. Section 1942.5(b) establishes presumption of retaliation when eviction follows protected activity within 180 days, placing burden on Plaintiff to prove legitimate, non-retaliatory grounds.
9. Public Corruption and Ethics Violations

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- i. Defendant has evidence suggesting coordination between Plaintiff, Oakland city employees, and VA housing officials involving potential ethics violations and public corruption. [NOTE: Defendant will supplement with specific evidence once provided.]
 - ii. Such corruption, if proven, would affect Plaintiff's standing and the validity of any eviction action pursued through abuse of governmental housing assistance programs Oakland Just Cause for Eviction Ordinance
 - iii. The property at 1055 72nd ave is subject to Oakland's Just Cause for Eviction Ordinance, Oakland Municipal Code section 8.22.300 et seq. Plaintiff has failed to establish just cause for eviction as required. Given the documented habitability violations, fraud allegations, and retaliatory timing, Plaintiff cannot meet the just cause standard under Oakland law.
10. Balance of Hardships Favors Granting Stay
- i. The hardship analysis overwhelmingly favors Defendant. Without a stay, Defendant—a disabled veteran certified as chronically homeless—will be immediately rendered homeless, losing shelter, access to personal property, and ability to maintain business operations necessary for self-sufficiency.
 - ii. As a software engineer operating technology ventures, Defendant requires stable housing to maintain business relationships, attend developer conferences, and secure permanent housing—the very goals of VA housing assistance. Eviction will appear on Defendant's record, making future housing virtually impossible despite eventual vindication.
 - iii. In contrast, Plaintiff's hardship from temporary stay is minimal—merely brief delay while substantial defenses involving fraud, corruption, habitability, and retaliation are adjudicated. If Defendant's defenses fail, Plaintiff obtains possession with short delay. But if defenses succeed, justice requires adjudication before a vulnerable veteran suffers irreparable harm through wrongful eviction.

IV. CONCLUSION

For the foregoing reasons, Defendant respectfully requests this Court:

1. Grant an emergency stay of execution of the Writ of Possession;
2. Grant relief from default and default judgment pursuant to Code of Civil Procedure section 473(b);
3. Set a hearing on Defendant's motion to set aside the judgment and permit Defendant to file Answer and present meritorious defenses; and
4. Grant such other and further relief as the Court deems just and proper.

Dated: January 30, 2026

Jesse Lucas
Defendant in Pro Per