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County of Alameda
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

HAOLIN ZHANG, an individual,
Plaintiff,

v.

MV-EPT APARTMENTS, LLC, a
California Limited Liability Company;
PINNACLE PROPERTY MANAGEMENT
SERVICES CALIFORNIA CORP., a
Delaware Corporation, and Does 1- 100,
inclusive,

Defendants.

Case No.: **25CV11886**

Complaint for Damages

1. Negligence - Premises Liability

Jury Trial Demanded

Plaintiff HAOLIN ZHANG brings the following causes of action against MV-EPT APARTMENTS, LLC, a California Limited Liability Company doing business under the fictitious name WATERSTONE AT FREMONT (“MVA”), and PINNACLE PROPERTY MANAGEMENT SERVICES CALIFORNIA CORP. (“Pinnacle”), a Delaware Corporation.

I. INTRODUCTION

1. This Complaint arises from a dangerous fire (“Waterstone Fire”) that occurred on April 6, 2025, at a property MVA owned and Pinnacle managed in Fremont, California, in Alameda County.

2. The Waterstone Fire ignited at around 2:53 A.M. on April 6, 2025, on the fourth floor of Building number 25 in the multi-family residential housing complex commonly known as “Waterstone Apartments,” located at 3939 Bidwell Drive in Fremont, California.



Aftermath of Waterstone Fire – Photo via KRON4 News

1 3. The Waterstone Fire killed two people and injured two others. Several residents in
2 nearby apartments were also harmed by the Waterstone Fire, which forced them to evacuate their
3 homes and damaged or destroyed their personal property.

4 4. Plaintiff Zhang lives on the fourth floor of Building 25 at the Waterstone
5 Apartments. Plaintiff was asleep in his apartment when the Waterstone Fire ignited. Around 3:00
6 am, Plaintiff was rudely awakened by the sound of fire alarms, neighbors screaming for help, and
7 first responders arriving on the scene. Plaintiff was immediately inundated by the threat of large
8 flames and thick smoke coming from a neighbor's apartment on the same floor.

9 5. Plaintiff immediately called 911 and was instructed to evacuate immediately.
10 Plaintiff had just enough time to collect his dog and wallet before trying to evacuate the harsh
11 conditions. Plaintiff attempted to evacuate, but once he entered the hallway the heavy smoke and
12 advancing flames made it impossible to see or breathe. Plaintiff had no other choice but to turn
13 around and wait to be rescued from his balcony. Plaintiff, with help from a first responder, was
14 able to climb down a ladder from his fourth-floor balcony to the ground below.

15 6. Plaintiff and his dog made it safely to the ground, where first responders provided
16 first aid. Plaintiff felt nausea, dizziness, and had difficulty breathing. Plaintiff then hired a Lyft to
17 transport him and his dog to a nearby hospital. While at the hospital, Plaintiff underwent medical
18 examinations to evaluate his condition. After several hours of medical care, Plaintiff was released
19 from the hospital.

20 7. Plaintiff was temporarily allowed to return home after being released from the
21 hospital. However, due to severe smoke, fire, and water damage from the Waterstone Fire
22 Plaintiff remains unable to return home and has since been displaced.

23 8. Through this lawsuit, Plaintiff seeks just compensation and all other available
24 remedies for the damages caused by Defendants MVA's, Pinnacle's, and Does 1-100's acts and
25 omissions in connection with the Waterstone Fire.

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II. JURISDICTION AND VENUE

9. Jurisdiction is proper in this court because the amount in controversy exceeds \$25,000, exclusive of costs and interest.

10. Venue is proper in this court because the injury to Plaintiff Haolin Zhang occurred within Alameda County, Defendant MVA resides in Alameda County, and Defendants formed a valid contract with Plaintiff within Alameda County.

III. PARTIES

11. Plaintiff Haolin Zhang is an individual and resident of Alameda County, State of California.

12. Defendant MVA is a limited liability company doing business under the fictitious name "Waterstone At Fremont," duly organized and existing under the law of the State of California. MVA owned and/or controlled the real property at 3939 Bidwell Drive, Fremont, California 94538 ("Property") at the time of the Fire.

13. Defendant MVA is domiciled in California with their headquarters and principal place of business located at 39600 Fremont Boulevard, Fremont, California 94538.

14. Defendant Pinnacle is a foreign corporation, duly organized and existing under the law of the State of Delaware and authorized to conduct business within the State of California. Pinnacle maintained, managed, and/or controlled the Property at 3939 Bidwell Drive, Fremont, California 94538 at the time of the Fire.

15. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise, of Doe Defendants 1 through 100. Plaintiff alleges based on information and believe that defendants Does 1 through 100, inclusive, are in some manner responsible for the acts, occurrences, and transactions set forth herein and are legally liable to Plaintiff. Consistent with Code of Civil Procedure section 474, Plaintiff will seek leave to amend this complaint to set forth the true names and capacities of said fictitiously named defendants, together with appropriate charging allegations, when ascertained.

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12 18. Each of these Defendants are jointly and severally responsible and liable to
13 Plaintiffs for the damages alleged.

15 19. On April 6, 2025, at approximately 2:53 a.m., the Fremont Fire Department
16 (“FFD”) responded to an apartment fire on the fourth floor of the Waterstone Apartments,
17 Building 25, located at 3939 Bidwell Drive, Fremont, California 94538.

20. Upon arrival, FFD encountered large flames and heavy smoke pouring out of the fourth floor apartment unit. Multiple residents had been trapped on the balcony as they attempted to escape the intense fire conditions.

21 21. FFD Firefighters immediately began rescue efforts as they worked to bring the
22 blaze under control and coordinate necessary resources.

22. Shortly after the FFD Battalion Chief arrived on scene at 3:02 a.m., a request was made for additional fire-fighting resources. Ultimately, 31 members of the FFD were needed to get control of the Waterstone Fire, including a Staff Captain, two Battalion Chiefs, and a Division Chief, along with significant fire-fighting resources, including seven fire engines and two FFD trucks.

COMPLAINT FOR DAMAGES

23. Incredibly, FFD managed to get full containment over this large two-alarm fire, by 3:40 AM.

24. Unfortunately, despite the skilled and heroic efforts of firefighters and paramedics, the Waterstone Fire claimed the lives of two residents and injured two more.

25. All 30 apartments in Building 25 sustained smoke and water damage that left them uninhabitable, displacing Plaintiff Zhang and all other residents living in these units. After fleeing his apartment in the middle of the night on April 6, 2025, Plaintiff found temporary lodging at a nearby hotel. Plaintiff was temporarily allowed to return to his Waterstone apartment while under supervision. Plaintiff was able to retrieve some but not all personal belongings causing significant stress, discomfort, and emotional strain. He does not know when he will be allowed to resume with his daily activities, or what the apartment conditions will be like when he does.

26. Defendant MVA owned and/or controlled the Waterstone Apartments located at 39600 Fremont Boulevard, Fremont, California 94538. The Waterstone Apartments is a multi-family residential apartment complex and community, comprised of stand-alone apartment buildings, each with several floors of individual one and two-bedroom units. The Waterstone Apartments includes a leasing office, residential parking spaces, several pools, a playground, tennis courts, laundry facilities, a fitness center, and other amenities.

27. Defendant MVA and its agent, Pinnacle, owned, managed, and controlled the Waterstone Apartments and, accordingly, had a duty to maintain its facilities in order to provide a safe living environment for all residents and their guests.

28. Upon information and belief, MVA and Pinnacle advertise the Waterstone Apartments, promoting the benefits of living within their multi-family residential apartment complex and community to encourage people to lease and live there. .

29. Despite Defendants' obligation to exercise reasonable care in maintaining safe property conditions, they failed to do so.

30. Plaintiffs damages are a direct and proximate result of Defendants' acts and omissions.

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1 31. Since the Waterstone Fire, Plaintiff has suffered personal property losses, loss of
2 use and enjoyment, evacuation costs, displacements costs, and other harms.

3 32. Plaintiff is informed and believes, and on that basis, alleges that Defendants MVA
4 and Pinnacle engaged in commingling of affairs, including control of Waterstone Apartments,
5 such that there is no distinction of who or what entity is in fact responsible for the Waterstone
6 Fire.

7 **V. FIRST CAUSE OF ACTION**

8 **Negligence – Premises Liability**

9 **(By Plaintiff Against All Defendants)**

10 33. Plaintiff incorporates each allegation contained in every preceding paragraph.

11 34. Defendant MVA owned, operated, and controlled the Waterstone Apartments.
12 Accordingly, they had a duty keep the property in a reasonably safe condition. This includes a
13 duty to use reasonable care to find any unsafe conditions and to repair, replace, or give adequate
14 warning about any unsafe conditions that could reasonably be expected to harm others.

15 35. The Property was in a dangerous condition at the time of Plaintiff's injuries.
16 Defendants MVA and Does 1-50 should have noticed the faulty, dangerous condition and taken
17 action to remove it, reduce the risk, or eliminate the risk altogether. The presence of the
18 dangerous condition created an unreasonable risk of injury.

19 36. Defendants MVA and Does 1-50 were negligent because they, and each of them,
20 failed to use reasonable care to keep the Property in a reasonably safe condition, or reasonably
21 maintain the property in a safe condition.

22 37. The condition was in existence long enough that Defendants MVA and Does 1-50
23 had sufficient time to discover it, and, in the exercise of reasonable care, repair or remediate the
24 dangerous condition.

25 38. As acting Landlord of the Waterstone Apartments, Defendants Pinnacle and Does
26 51-100 each owed a duty to exercise reasonable care to keep the Property in a reasonably safe
27 condition. This includes a duty to conduct reasonable periodic inspections of rental properties,
28 including common areas, before tenants take possession. And, after a tenant has taken possession,

1 Defendants are obligated to take reasonable precautions to prevent injury due to any unsafe
2 condition of which they are aware, or reasonably should be aware, in an area under their control.

3 39. Defendants Pinnacle and Does 51-100 breached this duty because the Property was
4 not kept in a reasonably safe condition. The unsafe condition was a clearly visible, hazardous,
5 dangerous condition on the property. Defendants Pinnacle and Does 51-100 failed to take
6 reasonable steps to repair or remediate the property.

7 40. Defendants have existing safety policies and failed to properly enforce their
8 policies and procedures during the Waterstone Fire. Defendants failed to implement proper
9 inspections or enforcement procedures to ensure compliance with its policies.

10 41. During the Waterstone Fire, Defendants failed to properly implement their risk
11 management and prevention policies and safety procedures at Waterstone Apartments.

12 42. Defendants' acts and omissions directly and proximately resulted in, and were a
13 substantial factor in causing, Plaintiff's damages.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against all Defendants, and each of them, as
16 follows:

- 17 1. For general damages in an amount to be proven at trial;
- 18 2. For special damages including, but not limited to, the reasonable value for personal
19 property that was damaged or destroyed from the Waterstone Fire;
- 20 3. For loss of use and enjoyment, loss of impairment of earnings and earning
21 capacity, past, present, and future, to Plaintiff in an amount to be proven at the
22 time of trial
- 23 4. For an award of costs incurred by Plaintiff in bringing and maintaining this action;
- 24 5. For pre-judgment interest pursuant to any applicable statute; and
- 25 6. For such other and further relief which this Court deems just and proper.

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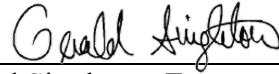
DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury on all claims for relief alleged in, and on all issues raised by, this Complaint.

Dated: April 14, 2025

SINGLETON SCHREIBER, LLP

By:



Gerald Singleton, Esq.

Paul Starita, Esq.

Stephen Demik, Esq.

Attorneys for Plaintiff Haolin Zhang