



533 Airport Blvd Suite 400,
Burlingame CA 94010
(415) 843-1LAW[1529]

May 19, 2025

VIA CERTIFIED MAIL & EMAIL

Sarah Ho & Chungjen Ho
happyearth2012@gmail.com
chungjenho@gmail.com

Property Address:

**1678 HARRISON STREET APT A
Santa Clara CA 95050**

Mailing Address:

**12696 LA CRESTA DR
LOS ALTOS HILLS, CA 94022**

Subject: Demand for Return of Security Deposit and Relocation Assistance – Khuddush Abdul

Our firm represents Khuddush Abdul, your former tenant at 1678 Harrison Street, Unit A, Santa Clara, CA 95050. This letter serves as a **second and final formal demand** for a good-faith settlement of the following:

- Full return of Mr. Abdul's \$2,250 security deposit
- Relocation assistance in the amount of \$2,250 under Civil Code § 1946.2
- Compensation of \$2,250 for wrongful eviction and emotional distress due to retaliatory conduct

In total, Mr. Abdul is prepared to accept **\$6,750** to resolve all claims and avoid litigation.



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Background

Mr. Abdul vacated the premises on January 31, 2025, returned the keys promptly, and left the unit clean and undamaged. He provided you with move-out photographs that are time-stamped and show no damage to the flooring or other areas. Mr. Abdul sent you multiple email reminders 21 days after vacating the property for which you had not responded until he reached our law office for assistance upon learning about the wrongful eviction case. Your deduction letter dated February 5, 2025 — received over 45 days after move-out — claimed damages of \$2,400, without providing any receipts, invoices, or contractor documentation. These deductions were issued only after Mr. Abdul challenged your wrongful eviction filing.

Legal Violations

1. Bad Faith Retention of Security Deposit (Civil Code § 1950.5(l))

California law requires deductions from a security deposit to be reasonable, timely, and supported by documentation. Your failure to produce proper evidence or respond to pre-move-out inspection requests, combined with the excessive and delayed deductions, supports a claim of bad faith. Mr. Abdul is entitled to:

- Return of the \$2,250 deposit
- Statutory damages of up to twice that amount (\$4,500)

2. Retaliatory Conduct (Civil Code § 1942.5)

Your filing of a baseless eviction action and subsequent withholding of funds following Mr. Abdul's exercise of his legal rights — such as requesting repairs and contesting the termination — constitute retaliatory behavior under Civil Code § 1942.5. This entitles our client to:

- Civil penalties of up to \$2,000



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3. Violation of Tenant Protection Act (AB 1482) – Failure to Provide Relocation Assistance (Civil Code § 1946.2(d))

You served multiple Notices of Termination, including one dated November 27, 2024, under the pretense of “substantial renovation,” a no-fault just cause under AB 1482. Mr. Abdul vacated in good faith but was never issued the required one-month relocation assistance. This is a direct violation of California law.

Final Settlement Offer

To avoid litigation, Mr. Abdul is willing to accept a one-time payment of **\$6,750**, which includes:

- \$2,250 – Return of security deposit
- \$2,250 – Relocation assistance
- \$2,250 – Compensation for wrongful eviction and retaliatory conduct

In exchange, Mr. Abdul will:

- Waive all further claims, including statutory damages and penalties
- Refrain from filing any legal action
- Execute a mutual release of all claims

Deadline for Response

This offer is open for **7 calendar days**. If we do not receive full payment of **\$6,750** and written confirmation of settlement by **Monday, May 26, 2025, at 5:00 PM (PDT)**, we will proceed with legal action without further notice.



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Consequences of Noncompliance

If this matter is not resolved by the above deadline, we are prepared to pursue the following claims in small claims or civil court:

- **\$2,250** – Return of security deposit
- **\$2,250** – Relocation assistance under Civil Code § 1946.2
- **\$4,500** – Statutory damages under Civil Code § 1950.5(l)
- **\$2,000** – Civil penalties under Civil Code § 1942.5

Total Claim: \$11,000

We strongly encourage you to resolve this matter immediately. Payment may be made by cashier's check or via Zelle. Please reply in writing to confirm your acceptance of this offer.

Sincerely,

A handwritten signature in blue ink that reads "John Iaccarino".

John Iaccarino, Esq
Attorney at Law
Iaccarino Law Group
Burlingame, CA 94010