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30-2026-01539610-CU-BC-CJC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By T. Wojnar, Deputy Clerk.

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Yaling Zhou, as Trustee of the Yaling Family Trust

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

Assigned for All Purposes
Judge Thomas J Lo

YALING ZHOU, as Trustee of the Yaling Family Trust,

Plaintiff,

vs.

YINGZI PENG, an Individual aka ANNA PENG; ALINK REAL ESTATE GROUP, a California corporation doing business as ALINK REALTY GROUP; and DOES 1 through 10, inclusive,

Defendant(s).

Case No.: 30-2026-01539610-CU-BC-CJC

COMPLAINT FOR DAMAGES FOR:

1. Professional Negligence
2. Breach of Fiduciary Duty
3. Negligent Undertaking
4. Negligent Misrepresentation
5. Constructive Fraud
6. Unfair Business Practices – Bus. & Prof. Code §17200 et seq

DEMAND FOR JURY TRIAL

INTRODUCTION

1. This is an action arising out of Defendants' professional negligence, breach of fiduciary duty, negligent misrepresentation, and constructive fraud in connection with a residential leasing transaction in which Defendant Yingzi Peng aka Anna Peng acted as a dual agent for both landlord and tenants and failed to disclose material facts, failed to obtain informed consent, and failed to conduct reasonable tenant due diligence.
2. Plaintiff relied on Defendants' professional expertise and fiduciary obligations. As a direct and proximate result of Defendants' tortious conduct, Plaintiff suffered substantial economic and consequential damages, including unpaid rent, litigation expenses, loss of rental value, property-related costs, and related harms.

THE PARTIES

3. Plaintiff Yaling Zhou is, and at all relevant times was, the Trustee of the Yaling Family Trust, the owner of the residential real property located at 121 Reyes Aly, Lake Forest, California (the "Property").
4. Defendant Yingzi Peng aka Anna Peng is an individual licensed real estate salesperson in the State of California who, at all relevant times, acted as a real estate agent and dual agent in the subject leasing transaction.
5. Defendant Alink Real Estate Group, a California corporation dba Alink Realty Group is, upon information and belief, a California real estate brokerage firm and the supervising broker/employer of Defendant Peng, and is vicariously liable for her acts and omissions.
6. DOES 1–25 are persons or entities whose true names and capacities are presently unknown to Plaintiff, who participated in or are responsible for the conduct alleged herein. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to Article VI, section 10 of the California Constitution.

8. Venue is proper in this Court pursuant to Code of Civil Procedure §§395 and 410.10 because the Property is located in this County, Defendants conduct business in this County, and the acts and omissions giving rise to this action occurred in this County.

FACTUAL ALLEGATIONS

9. In or about May 2024, Plaintiff retained Defendants to act as licensed real estate professionals in connection with the leasing of the Property.

10. Defendant Peng acted in a dual-agency capacity, representing both Plaintiff/landlord and the prospective tenants, while acting under the supervision, authority, and control of Defendant Alink Realty Group, the responsible broker of record.

11. At all relevant times, Defendant Peng was acting within the course and scope of her agency and employment with Alink Realty Group, and Alink Realty Group is vicariously liable for her acts and omissions pursuant to Business and Professions Code §§10159.2 and 10177(h), and general agency principles.

12. As a dual agent, Defendants owed Plaintiff the highest fiduciary duties of loyalty, honesty, full disclosure, reasonable care, and full explanation of material contract terms, arising under California statutory and common law and independent of any contract.

13. Defendants failed to adequately explain the nature, risks, and limitations of dual agency, failed to disclose material conflicts of interest, and failed to obtain Plaintiff's informed written consent as required by Civil Code §2079.17.

14. Defendants further failed to conduct reasonable tenant screening and due diligence, including but not limited to credit review, income verification, rental history investigation, eviction history review, and prior landlord contact.

15. Defendants undertook to prepare, present, and explain the Residential Lease and related disclosures, thereby assuming a duty to perform those services with reasonable care, competence, and loyalty.

16. Defendants represented, expressly and/or by implication, that the tenants were suitable and qualified, and that the lease adequately protected Plaintiff's interests, without reasonable grounds for such representations.

17. After taking possession of the Property, the tenants failed to pay rent and engaged in conduct consistent with so-called "professional tenant" practices, requiring Plaintiff to initiate eviction proceedings.

18. Plaintiff reasonably relied on Defendants' professional skill, representations, omissions, and fiduciary obligations in approving the tenants and entering into the lease.

19. Defendants' acts and omissions were a substantial factor in causing Plaintiff's damages.

FIRST CAUSE OF ACTION
(Professional Negligence)
(Against All Defendants)

20. Plaintiff realleges and incorporates paragraphs 1 through 19.

21. Defendants owed Plaintiff a duty to exercise the level of skill, prudence, and care ordinarily exercised by reasonably careful California real estate professionals.

22. Defendants breached that duty by, among other things, failing to conduct reasonable tenant screening, failing to investigate material facts, and failing to disclose foreseeable risks.

23. As a direct and proximate result of Defendants' negligence, Plaintiff suffered damages according to proof.

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty)
(Against All Defendants)

24. Plaintiff realleges and incorporates paragraphs 1 through 23.

25. Defendants owed Plaintiff fiduciary duties arising from their agency relationship, including duties of loyalty, full disclosure, candor, competence, and utmost care.

26. Defendant Peng breached those fiduciary duties by, among other things, failing to disclose material information regarding tenant suitability and risks, failing to explain the legal consequences of dual agency, failing to explain material lease provisions affecting eviction and remedies, and placing her own interests and the tenants' interests above Plaintiff's.

27. Defendant Alink Realty Group breached its independent fiduciary and statutory duties by failing to reasonably supervise Defendant Peng, failing to ensure compliance with dual-agency disclosure laws, failing to implement or enforce tenant-screening standards, and ratifying or permitting Peng's misconduct.

28. Plaintiff suffered damages as a direct and proximate result of these breaches.

THIRD CAUSE OF ACTION
(Negligent Undertaking)
(Against All Defendants)

29. Plaintiff realleges and incorporates paragraphs 1 through 28.

30. Defendants voluntarily undertook to provide professional real estate services to Plaintiff, including tenant placement, lease preparation, explanation of lease terms, and transaction guidance.

31. Having undertaken these services, Defendants owed Plaintiff a duty to perform them with reasonable care pursuant to the negligent-undertaking doctrine.

32. Defendants negligently performed these undertakings by failing to investigate tenants, failing to explain material risks and lease provisions, and failing to protect Plaintiff's interests.

33. Plaintiff suffered damages as a result.

FOURTH CAUSE OF ACTION
(Negligent Misrepresentation)
(Against All Defendants)

34. Plaintiff realleges and incorporates paragraphs 1 through 33.

35. Defendants represented that the tenants were suitable and qualified, or concealed material facts regarding their financial reliability, without reasonable grounds for believing such representations to be true.

36. Defendants intended Plaintiff to rely on these representations.

37. Plaintiff justifiably relied on Defendants' representations and omissions.

38. Plaintiff suffered damages as a result.

FIFTH CAUSE OF ACTION
(Constructive Fraud)
(Against All Defendants)

39. Plaintiff realleges and incorporates paragraphs 1 through 38.

40. Defendants, as fiduciaries, gained an advantage by misleading Plaintiff through nondisclosure and omission of material facts they were legally obligated to disclose.

41. Defendants' failure to disclose material tenant risks, failure to explain the consequences of dual agency, and concealment of foreseeable harm constitute constructive fraud under California law.

42. Plaintiff suffered damages according to proof.

SIXTH CAUSE OF ACTION
(Unfair Business Practices – Bus. & Prof. Code §17200 et seq.)
(Against All Defendants)

43. Plaintiff realleges and incorporates paragraphs 1 through 42.

44. Defendants engaged in unlawful, unfair, and fraudulent business practices within the meaning of Business and Professions Code §17200, including but not limited to breaches of fiduciary duty, negligent misrepresentation, and violations of statutory duties imposed on licensed real estate professionals.

45. Defendants' practices were likely to deceive members of the public and constitute ongoing misconduct affecting consumers and property owners.

46. Plaintiff is entitled to restitution, disgorgement of commissions and fees, and injunctive relief to prevent Defendants from engaging in similar conduct in the future.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

A. For general, special, and consequential damages according to proof;

B. For restitution and disgorgement of any commissions or fees received by Defendants;

C. For punitive and exemplary damages;

D. For costs of suit incurred herein;

E. For pre- and post-judgment interest as allowed by law; and

F. For such other and further relief as the Court deems just and proper.

X. JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: January 6, 2026

DM NORMAN LAW OFFICES, APC

By: _____
Ronald Norman, Esq.
Attorney for Plaintiff, Yaling Zhou,
Trustee of the Yaling Family Trust