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30 JORDANA ACKERMAN

31 SUPERIOR COURT OF THE STATE OF CALIFORNIA

32 COUNTY OF ALAMEDA

33 JORDANA ACKERMAN, an individual, on
34 behalf of herself and the Estate of Sidney Dearing,

35 Case No.

36 Plaintiff,

37 COMPLAINT FOR:

38 v.
39 CITY OF PIEDMONT, a municipal corporation,
40 Defendant.

(1) **FRAUDULENT INDUCEMENT; AND**
(2) **RESCISSION/RESTITUTION; AND**
(3) **ARTICLE ONE, SECTION SEVEN OF
THE CALIFORNIA STATE
CONSTITUTION**

1 Plaintiff Jordana Ackerman (“Plaintiff”) alleges as follows:

2 **PARTIES, JURISDICTION, AND VENUE**

3 1. Plaintiff is a resident of Oakland, California, and, as a great-granddaughter, is a
4 descendant and heir of, and successor in interest to, Sidney Dearing. A declaration pursuant to Code of
5 Civil Procedure § 377.32 is filed concurrently herewith.

6 2. Sidney Dearing and his family—the first Black homeowners in Piedmont—endured
7 intentional racial discrimination, and Dearing was forced to sell his home under threat of condemnation
8 by the City through fraud, intimidation, harassment, terror, and violence, because Dearing and his family
9 were Black.

10 3. Plaintiff is informed and believes, and on that basis alleges, that the City of Piedmont
11 (“Defendant” or the “City”) is a municipal corporation organized and existing under the laws of the
12 State of California in the County of Alameda.

13 4. Pursuant to Article VI, Section 10 of the California Constitution, subject matter
14 jurisdiction is proper in the Superior Court of California, County of Alameda.

15 5. All conditions precedent (i.e., exhaustion of administrative remedies or claims
16 presentment) to jurisdiction have been complied with.

17 6. Pursuant to Section 395 of the California Code of Civil Procedure, venue is proper in
18 the Superior Court of California for the County of Alameda, because all parties, facts, and circumstances
19 giving rise to this action were located in Alameda County at all relevant times.

20 **FACTUAL BACKGROUND**

21 7. Sidney Dearing (“Dearing” or “Plaintiff Decedent”) was a Black person, and a successful
22 businessman who owned a store and a jazz club, the Creole Café, in West Oakland, which featured jazz,
23 big-band music, and Southern-style food.

24 8. On January 21, 1924, Dearing, his wife, Iréne, and their two children became the first
25 Black homeowners of Piedmont by purchasing a house at 67 Wildwood Avenue (the “Property”).

26 9. At the time, Piedmont prided itself on being an exclusive enclave of White professionals
27 and business executives, with no Black residents and few foreign-born residents.

1 10. Due to laws and racially restrictive covenants prohibiting Black people from owning
2 property, Dearing's White mother-in-law, Julia Davis, purchased the Property for approximately
3 \$10,000, using Dearing's money, before transferring the property to Dearing and his wife.

4 11. Laws and covenants restricting home ownership only to White persons were in force and
5 effect in Piedmont into at least the first half of the twentieth century. Although these practices were
6 outlawed or ruled unenforceable under *Shelley v. Kraemer*, 334 U.S. 1 (1948), and later, the Fair
7 Housing Act, 42 U.S.C. § 3601, et seq., other practices like banking schemes to deny funding to Black
8 families and exclusionary zoning were employed well into the second half of the twentieth century in
9 Piedmont.

10 12. Nonetheless, on information and belief, the specific Whites-only restriction in the
11 original deed to the Property expired in 1923 and may have not been in effect at the time the Dearings
12 moved into the Property.

13 13. Thus, after becoming the first Black property owners in the City, the Dearings were then
14 the only Black family residing in Piedmont at the time of the events alleged herein.

15 14. When Piedmont residents and officials discovered that Dearing was a Black person and
16 the Property's racially restrictive covenant may have expired, Piedmont residents, encouraged and aided
17 by City officials, immediately began a campaign to forcibly remove him and his family.

18 15. On or about March 14, 1924, residents protested to the City about the sale of the Property
19 to a Black family. The City colluded with its residents to try to buy Dearing out, with the Dearings
20 receiving purchase offers that were less than what the family originally paid for the house. Dearing soon
21 began receiving threatening letters demanding that he either sell or rent the Property to White people,
22 but he repeatedly declined.

23 16. On or about the evening of May 6, 1924, a mob of at least 500 City residents rioted in
24 front of the Dearings' Property, demanding that Dearing sell it and leave Piedmont permanently.
25 Piedmont Police Chief Burton Becker ("Chief Becker"), a high-ranking member of the local Ku Klux
26 Klan, refused to protect the Dearings or deter the mob. Thus, the Alameda County Sheriff, Frank Barnet,
27 stepped in to attempt to provide some protection. According to the *Oakland Post Enquirer* on May 19,
28 1924, reporting on these demonstrations against the Dearings, County Sheriff Barnet said: "When police

1 refuse or neglect to do their duty, as Piedmont police are reported to have done, then I am going to get
2 on the job as provided by law.”¹

3 17. The mob dispersed *only* after Dearing agreed to meet one week later to discuss
4 arrangements for selling the Property. Thereafter, having only resided in their new home a few months,
5 Dearing’s wife and two daughters moved out of the City for their own safety, and Dearing was forced to
6 hire private protection.

7 18. A May 7, 1924 *Oakland Tribune* article described Dearing as saying that “he had been
8 requested to move because the Piedmont property holders did not wish to have a colored resident in their
9 district.”²

10 19. In a letter dated May 16, 1924, City Attorney Girard Richardson (“Richardson”), writing
11 on behalf of the City, offered Dearing \$8,000 for the Property, 20% less than what the Dearings
12 purchased it for, and demanded that he leave town or else threatened that the City would start
13 condemnation proceedings. At one point, Dearing countered that he would not sell under “peaceful
14 conditions for less than \$15,000, and that under the present harsh conditions for nothing less than
15 \$25,000. [\$10,000 of the price is for] the surrender of constitutional rights.”³

16 20. On May 29, 1924, the *Oakland Tribune* quoted the then-mayor of Piedmont, Oliver
17 Ellsworth, stating that “The matter of condemning the Dearing [P]roperty and building this street will be
18 for the improvement of the city as well as to make the negro [Sidney Dearing] move from Piedmont.”⁴

21 1 Sidney Dearing: About Sidney & the Dearing Family (*Oakland Post Enquirer*, May 19, 1924),
22 <https://www.sidneydearing.com/about-sidney> (last visited Jan. 22, 2026).

23 2 Sidney Dearing: About Sidney & the Dearing Family, <https://www.sidneydearing.com/about-sidney>;
24 *see also* Answer & Cross Compl. of Defs. Dearing & Wife, Ex. G, *City of Piedmont v. Richardson*, No.
78295 (Cal. Super. Ct. Alameda Cnty., Dept. 6, Aug. 23, 1924) (on file with counsel).

25 3 Marta Symkowick, *Uncovering Dearing: How Piedmont’s First Black Homeowner Was Run Out of
26 Town, and the Lingering Effects on the City’s history*, Piedmont Exedra (Sept. 15, 2020),
<https://piedmontexedra.com/2020/09/uncovering-dearing-how-piedmonts-first-black-homeowner-was-run-out-of-town-and-the-lingering-effects-on-the-citys-history>; *see also* Answer & Cross Compl. of
27 Defs. Dearing & Wife, Ex. D, *City of Piedmont v. Richardson*, No. 78295 (Cal. Super. Ct. Alameda
Cnty., Dept. 6, Aug. 23, 1924) (on file with counsel).

28 4 Sidney Dearing: Racial Restriction: Redlining in Piedmont (*Oakland Tribune*, May 29, 1924 Page 6),
<https://www.sidneydearing.com/piedmont-red-line> (last visited Jan. 22, 2026).

1 21. Similarly, on June 6, 2024, the *Oakland Tribune* wrote that the then-mayor of Piedmont,
2 Ellsworth, “declared that the suit to condemn the Dearing’s property will solve the problem which has
3 been perplexing the city officials and residents for many weeks.”⁵

4 22. Ultimately, when Dearing refused to accept the City’s offer, the City Council
5 unanimously passed a resolution to condemn the Property and to direct the City Attorney to initiate the
6 condemnation action. Specifically, the City purported to have “determine[d] that the public necessity
7 requires the acquisition, *construction and completion* by the City of Piedmont of a certain public
8 improvement, to wit: a public street and that the [Property] is necessary.” (emphasis added).⁶

9 23. On June 19, 1924, the City filed an action in Alameda County Superior Court against
10 Dearing, seeking to condemn the Property for the purported purpose of building a road between
11 Wildwood Avenue and Fairview Ave (the “Condemnation Action”). On information and belief, at *no*
12 time did the City ever intend to use the Property for the construction of a road or for any other public
13 purpose.

14 24. The true goal of the City’s Condemnation Action was to oust Dearing and his family
15 from Piedmont because they were Black people. In contemporaneous reporting of the City Council’s
16 action, it was described that “[b]y [the City Council] unanimously adopting a resolution to condemn
17 Dearing’s Property at 67 Wildwood avenue under the right of eminent domain...that the perplexing
18 negro resident problem had been solved.”⁷ The City Council’s resolution, urged by White residents,
19 constituted “[m]easures which residents of Piedmont declare will be both expeditious and effectual to rid
20 the exclusive and aristocratic [City] of Sydney Dearing, its only negro resident.”⁸

21 25. Indeed, discussions between the then-Mayor Ellsworth and the City Council revealed
22 officials were concerned about the expense of constructing a street on the site of the Dearing Property.
23 Then-mayor Ellsworth told the City Council it was “legally possible to secure a deed to the [P]roperty

25 ⁵ Sidney Dearing: About Sidney & the Dearing Family, <https://www.sidneydearing.com/about-sidney>;
26 *Club Files Suit to Acquire Home of Negro as Site for City Library*, Oakland Tribune (June 6, 1924),
available at <https://www.newspapers.com/image/95522644/Newspaper.com>.

27 ⁶ Complaint at 3, 6, *City of Piedmont v. Richardson*, No. 78295 (Cal. Super. Ct. Alameda Cnty., Dept. 6,
June 19, 1924) (on file with counsel); *see also* Answer & Cross Compl., Ex. D, *supra* note 3.

28 ⁷ Answer & Cross Compl., Ex. D, *supra* note 3.

8 *Id.*

1 by petitioning the Court" and "[w]ithout specifying that the[P]roperty be used for a street," which would
2 allow the City to "put it to other use and save excavation expenses."⁹ Piedmont's City Clerk had advised
3 the City that "the cost of building the street through the Property and buying it would increase the city
4 tax rate" and "estimated that the City would save \$7,500 should the County Court give the City the
5 Deed."¹⁰

6 26. In answering and disputing the Condemnation Action, the Dearings, represented by two
7 Black lawyers, John D. Drake and Lawrence Sledge, responded that the City sought to take the Property
8 "solely for the reason" that Dearing and Iréne, his wife, "are members of the African race, and it hurts
9 the pride" of the City "and its residents and citizens to have an African as a resident in its midst."¹¹ The
10 Dearings further disputed that the City "wants the property... for a public use."¹² Rather, the Dearings
11 contended that the City "conspired with certain of its citizens and residents and with certain
12 improvement clubs of the City of Piedmont and with certain of its city officials [including the then-
13 mayor, City Council, and City Attorney] to oust and eject and remove [the Dearings] as residents and
14 householders thereof", as a "direct result of race prejudice, race hatred and race and color antipathy."¹³

15 27. Throughout this period, both before and after the Condemnation Action was instituted,
16 the Dearings were subject to persistent harassment, terror, threats of violence, and actual violence.
17 Multiple bombs were found on or near Dearing's Property. On June 1, 1924, a bomb was found on the
18 neighboring property. On June 5, 1924, Dearing found a bomb on his lawn with its fuse sputtering.
19 Dearing snuffed it out with his feet and ran for protection. When he went back to check if the threat was
20 neutralized, the bomb was gone. On another occasion, a bomb was thrown from a passing car. A police
21 detective working for the City stated that though he believed reports of the attempted bombings were
22 true, he had no interest in investigating.

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25 ⁹ Answer & Cross Compl, of Defs. Dearing & Wife, Ex. E, *City of Piedmont v. Richardson*, No. 78295
26 (Cal. Super. Ct. Alameda Cnty., Dept. 6, Aug. 23, 1924) (on file with counsel).

27 ¹⁰ *Id.*

28 ¹¹ Answer & Cross Compl, of Defs. Dearing & Wife at 2, *City of Piedmont v. Richardson*, No. 78295
29 (Cal. Super. Ct. Alameda Cnty., Dept. 6, June 23, 1924) (on file with counsel).

30 ¹² *Id.* at 2-3.

31 ¹³ *Id.* at 3-4.

1 28. Reports also indicated that gunshots were fired through a car window that stopped in
2 front of the Dearings' Property.

3 29. Dearing also received letters from the Ku Klux Klan—threatening to lynch Dearing—
4 after he moved to Piedmont and amid the condemnation proceedings. An original reproduction of one
5 such letter filed by Dearing in the Condemnation Action is attached hereto as **Exhibit A**. Bricks were
6 also thrown through the windows of the Property, but the City's police officers, led by Chief Becker, a
7 Klansman, refused or otherwise failed to properly investigate or protect the Dearing family and their
8 Property.¹⁴

9 30. During the proceedings in the Condemnation Action, City Attorney Richardson
10 represented that the public purpose for which the City sought the Property was to build a road between
11 Wildwood Avenue and Fairview Avenue. Though Dearing attempted to challenge and defend against
12 the Condemnation Action, the Alameda County Court endorsed the City's representations of the public
13 purpose for which the Action was being instituted and set the matter for trial to determine the value of
14 the Property. The Alameda County Court also granted the City's Motion to Strike all mentions of the
15 racial animus and racial discrimination within Dearing's Answer and counterclaim as "sham and
16 irrelevant and irrelevant and redundant matter."¹⁵

17 31. Faced with the Court's acceptance of the City's representations of its lawful public
18 purpose in seizing the Property as asserted by City Attorney Richardson—and under pressure from
19 relentless threats, harassment, terror, and violence by City officials and residents, from which the City
20 police force refused to protect him—on or about January 29, 1925, Dearing agreed to settle the
21 Condemnation Action and sell the Property. On information and belief, the sale of the Property was
22 executed through a written agreement, which is standard practice for a transfer of real property and
23 required under California's Statute of Frauds in effect at the time. Cal. Civ. Code § 1624.

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26 ¹⁴ Ruth Dusseault, *Piedmonter's Work to Unearth Buried History Paved Way for Dearing Memorial*
27 *Project*, Bay City News (Nov. 10, 2023), <https://piedmontexedra.com/2023/11/piedmonters-work-to-unearth-buried-history-paved-way-for-dearing-memorial-project>; Symkowick, *supra* note 3.

28 ¹⁵ Mot. to Strike, *City of Piedmont v. Richardson*, No. 78295, (Cal. Super. Ct. Alameda Cnty., Dept. 6, Oct. 3, 1924) (on file with counsel).

1 32. On information and belief, the City's true purpose, however, was not to build a public
2 road through the Property, and the City's representations to the Court and to Dearing of this intention
3 were false. This is evident from: the relentless pursuit by private citizens and the City to buy Dearing's
4 Property for far less than what he only recently purchased it for prior to the Condemnation Action; the
5 relentless campaign to use extra-judicial means to forcibly and violently remove the Dearings from their
6 Property prior to raising the Condemnation Action; and the City's consideration of other means to seize
7 the Property (i.e., obtain the deed from the County Court) to spare the City the expense of building the
8 street prior to bringing the Condemnation Action.

9 33. Additionally, approximately three months after the settlement in the Condemnation
10 Action, on May 3, 1925, the *Oakland Tribune* published an advertisement for the City's sale of the
11 Property which stated: "Must be sold. Best offer buys."¹⁶ The *Oakland Post Enquirer* later reported that
12 by August 4, 1925, the City had sold the Property to a private citizen as announced by City Attorney
13 Richardson. On information and belief, this private citizen was a White person.

14 34. Between late January 1925 when the Dearings and the City settled and August 1925
15 when their Property was resold, no road through the seized Property was constructed.

16 35. All told, the Dearing family had ownership of the Property for about one year. Only a few
17 months into living there, family members had to flee their home and the City ultimately for their safety.
18 Dearing, who stayed and defended his Property and life, and his family were denied the ability to fully
19 and peacefully enjoy the Property, due to Piedmont residents and officials' persistent threats,
20 harassment, terrorizing, and violence. As the Petaluma Daily Morning Courier wrote on June 4, 1924 in
21 an article titled *Infernal Machine of Deadly-Power Menaces Home of Negro Invader*, "Dearing, since he
22 moved into the exclusive Piedmont neighborhood, has been the object of a campaign by neighbors to
23 have him sell out or move away and rent to white people."¹⁷

24 36. Dearing and Iréne, his wife, divorced in 1925, shortly after the forcible sale of their
25 Property. According to Dearing's death certificate, he died in 1953 in Oakland of inanition, colloquially
26 understood to be starvation.

27 ¹⁶ Sidney Dearing in Piedmont, 1924-1925, Piedmont Historical Society,
28 https://piedmonthistorical.org/_trashed.html (last visited Jan. 26, 2026).

17 Sidney Dearing: About Sidney & the Dearing Family, <https://www.sidneydearing.com/about-sidney>.

1 37. On information and belief, after the Dearings were ousted in 1925, it would take several
2 decades, into the 1950s or 1960s, for another Black person to own property in Piedmont, when the
3 Williamson family became homeowners.

4 38. Piedmont had been identified as a “probable” sundown town, meaning that non-White
5 people were not welcome after dusk and could face violence and intimidation, well into the late 1960s.

6 39. In 2020, Piedmont City Council member and professional city planner Tim Rood told the
7 *Piedmont Exedra*, “The segregated land use pattern created in Piedmont by the ‘whites only’ tract maps
8 and covenants in place throughout its development persists today, with 68% of Piedmont’s total land
9 area, and over 99% of its residential land, reserved for the most expensive form of housing ever invented
10 – the detached single-family home.”¹⁸ According to a 2020 report by the Othering & Belonging Institute
11 at the University of Berkeley, 100% of the land in Piedmont is dedicated to single-family zoning. In
12 effect, the study concludes, zoning laws have created restrictive neighborhoods segregated by race and
13 identifies Piedmont as one of the top cities in the Bay Area of California in need of zoning reform.

14 40. Approximately a century after the Dearings were the only Black homeowners in
15 Piedmont, the City remains overly comprised of White residents and few Black residents. As of the 2020
16 Census, less than 2% of Piedmont’s total population is comprised of Black people.

17 41. In September 2021, the state of California enacted Assembly Bill 1466, a bill authorizing
18 owners, real estate professionals, and others to remove racially restrictive covenants from property
19 documents. In response, the Alameda County Clerk-Recorder’s Office created a Restrictive Covenant
20 Modification Program to identify all such unlawfully restrictive covenants still existing throughout the
21 County, which includes Piedmont. Despite the Assembly Bill, a November 2021 real estate ad placed in
22 California’s Nob Hill Gazette advertised Piedmont as a desirable place to live in part because, “The city
23 is surrounded by Oakland but worlds apart . . . Among its 11,270 residents, 74.5% are white.”¹⁹

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26 ¹⁸ Nick Levinson & Marta Symkowick, *After Dearing: Residential Segregation and the Ongoing Effects*
27 on Piedmont, Piedmont Exedra (Oct. 27, 2020), <https://piedmontexedra.com/2020/10/after-dearing-residential-segregation-and-the-ongoing-effects-on-piedmont>.

28 ¹⁹ Piedmont Exedra, *Nob Hill Gazette Apologizes for Real Estate Ad that Plays into Old Stereotypes* (Nov. 19, 2021), <https://piedmontexedra.com/2021/11/nob-hill-gazette-apologizes-for-real-estate-ad-that-plays-into-old-stereotypes>.

DISCOVERY OF THE CITY'S FRAUD BY DEARING'S DESCENDANTS

42. Having been forced out of town by official City actions, working in tandem with private actors, the Dearing family, including their descendants, never returned to learn what became of the Property, given the relentless harassment, threats, terror, and violence, with limited official protection, they faced while living there.

43. As taxpaying citizens, the Dearing family were denied the opportunity to use and enjoy the Property, which is now worth over 2 million dollars, and for their children to attend public schools in Piedmont, considered one of the best public school districts in California and the country (e.g., students ranked third among all unified California districts in 2023 for both English and Math proficiency).

44. On information and belief, in May 2022, following an increase in awareness about past racial injustice, in part inspired by the movement against police brutality stemming from the murder of George Floyd by police, the City directed its Park Commission to research recommendations for a physical memorial to the Dearing family.

45. On various occasions in 2022 and 2023, while considering the development of this memorial, the City admitted its role in the discriminatory ouster of the Dearing family. For example, City Administrator, Sara Lillevand, acknowledged that the Dearings “were targeted due to their race, and forced to leave their home as a result of community and governmental action”²⁰, and that the “Piedmont Police Department did little to protect the Dearing Family.”²¹ However, on information and belief, the City has never specifically detailed the City’s role, including through its City Attorney, in making false representations in court in the Condemnation Action, asserting the public purpose of building a road when in fact it was to oust the Dearings from their Property.

²⁰ Park Comm'n. Agenda Report at 1, City of Piedmont (June 1, 2022), https://piedmont.ca.gov/news/kcom-tv/live_content_and_video_archive; see also Park Comm'n. Agenda Draft at 1-2, City of Piedmont (Aug. 3, 2022), https://piedmont.ca.gov/news/kcom-tv/live_content_and_video_archive; Park Comm'n. Agenda at 3-4, City of Piedmont (May 16, 2022), https://piedmont.ca.gov/news/kcom-tv/live_content_and_video_archive.

²¹Park Comm'n. Agenda Report at 1 (June 1, 2022), *supra* note 20; *see also* Park Comm'n. Agenda Draft at 1-2 (Aug. 3, 2022), *supra* note 20; Park Comm'n. Agenda at 3 (May 16, 2022), *supra* note 20.

1 46. Initially, no members of the Dearing family were involved in specifically requesting this
2 memorial, as they were unaware of the full history and current status of the Property or of the City's
3 newly discovered interest in appealing to contemporary sensibilities about righting past racial injustice.

4 47. In or about late September 2022, Plaintiff learned about the memorial project for the first
5 time when the City asked her to participate as a direct descendant and living heir of the Dearings.
6 Plaintiff initially agreed to assist the City with the memorial project, and also later inquired about direct
7 reparation for the harms done by the City to her family.

8 48. There is no evidence that Sidney or Iréne Dearing shared the details of the dispossession
9 of the Property with their descendants. Therefore, when the City reached out to her, Plaintiff was not
10 aware of the specific facts of how the City managed to deceive and defraud her great-grandfather,
11 Dearing, to settle the Condemnation Action the City filed against him, in the context of also contributing
12 to a relentless terror campaign against him and his family.

13 49. Plaintiff only learned of the specifics of the City's false representations, including those
14 made through the City Attorney Richardson, to the Court, in or about March 2025, through research
15 performed by her agents, well after she was invited to participate in the memorial project.

16 50. Plaintiff attempted to present a claim to the City to negotiate for some form of direct
17 reparations for herself and other descendants and heirs to the Dearing estate, including in or about
18 March 2025. The City responded that it was willing to discuss Plaintiff's claims. In reliance on this
19 representation, Plaintiff sent letters to the City explaining the basis for her claims and held off from
20 filing an action in court, but ultimately the City delayed and failed to make any effort to negotiate. As a
21 result, Plaintiff was left with no recourse but to institute this action as an heir and successor in interest to
22 Plaintiff Decedent on behalf of the estate of Plaintiff Decedent to seek real restitution for the City's
23 harms.

24 51. The City's acts and failures to act have caused continuing economic and emotional harms
25 to the Dearing family.

FIRST CAUSE OF ACTION

(Fraudulent Inducement)

52. Plaintiff hereby re-alleges every allegation set forth in the preceding paragraphs and incorporates them by reference as though fully set forth herein.

53. Defendant, through its officer City Attorney Girard Richardson, falsely represented to Plaintiff Decedent and to the Alameda County Court that the lawful public purpose of instituting the Condemnation Action against the Property was to build a road between Wildwood Avenue and Fairview Avenue.

54. These representations were in fact false, and/or Defendant failed to disclose and/or concealed facts that materially qualified these representations. The true facts were: Defendant never intended to construct a road and instituted the Condemnation Action for the sole purpose of forcibly expelling the City's first Black homeowners.

55. When Defendant made these omissions and representations, it knew them to be false and misleading, and made them with the intent to deceive and defraud Dearing, who also faced duress from an ongoing terror campaign, and to induce Dearing and the Alameda County Court to act in reliance on its representations in the manner herein alleged.

56. Dearing, at the time these omissions and representations were made by Defendant and at the time Plaintiff Decedent took the actions herein alleged, was ignorant of or unable to demonstrate the falsity of Defendant's representations and had no other choice but to accept them as true, and/or was ignorant of the facts Defendant failed to disclose.

57. At the time these omissions and representations were made by Defendant, Dearing was a Black person defending against a White power structure in and outside of the legal system, while also facing, without Piedmont police protection, the terror and duress of violence for simply being a Black person who dared to own a home in racially-exclusive Piedmont. In reliance on these representations and ignorant of the omissions and/or unable to demonstrate their falsity, Plaintiff Decedent was induced to and did enter into an agreement with the Defendant to settle the Condemnation Action and sell the Property located at 67 Wildwood Avenue, in Piedmont, California.

58. Had Plaintiff Decedent known the actual facts and/or known the facts that Defendant failed to disclose and/or that it suppressed and/or been able to demonstrate the falsity of the City's representations, Plaintiff Decedent, under duress and terror from the legal and extra-legal actions taken against him to force this sale, would not have settled the Condemnation Action and sold the Property.

59. Plaintiff Decedent's reliance on Defendant's representations was justified because he did not actually know that Defendant would sell the Property to the public, rather than build a road. Plaintiff did not discover the fraud until, at the earliest, her agents began reviewing historic records in or about January 2025.

60. As a proximate result of Defendant's fraudulent conduct as herein alleged, Plaintiff Decedent lost ownership of the Property which today is valued at over \$2,000,000.

61. Defendant (including its managing agents, directors and/or officers) acted with malice, oppression, and/or fraud by intentionally or recklessly making material omissions or misstatements, including to the Court, knowing that Plaintiff Decedent would and did rely on Defendant's omissions or statements to Plaintiff and Plaintiff Decedent's detriment. Such conduct justifies an award of punitive damages.

SECOND CAUSE OF ACTION

(Recission/Restitution)

62. Plaintiff hereby re-alleges every allegation set forth in the preceding paragraphs and incorporates them by reference as though fully set forth herein.

63. In the alternative, should Defendant contend that it later determined, within just months of the settlement of the Condemnation Action and sale of the Property, that it could not carry forward with its purported public purpose of building a road between Wildwood Avenue and Fair View Avenue, then Defendant should have informed Plaintiff Decedent and offered to rescind the contract and restore the Property to Plaintiff Decedent.

64. Furthermore, even if Defendant's representations were true at the time, Plaintiff Decedent was placed under duress and given no choice but to settle the Condemnation Action and sell the Property, rather than litigate further, given the constant threat, terror, menace of violence, and actual violence done by the City's residents, including the Ku Klux Klan, against the Dearings, which City

officials, including the City police—whose Chief was a leading Klan member—refused to protect against.

65. The sale of the Property by Plaintiff Decedent to Defendant resulted in Plaintiff Decedent's substantial loss of the value of real estate that has increased far above the value of any interest that could have been accrued from the value of cash received from the sale, and solely benefited Defendant in that Defendant, within months of settling the Condemnation Action, later sold the Property to White resident(s), who continued to pay property taxes and other fees and costs to Defendant.

66. Were Plaintiff not compensated for the monetary and opportunity costs lost from the sale of the Property, as described above, Defendant would be unjustly enriched at Plaintiff's expense. To date, Defendant has not compensated Plaintiff or any other successor to Plaintiff Decedent for the increase in value of the Property or the tax revenue Defendant received from keeping the Property as a residence rather than building a road for which Defendant would have to expend revenue on construction and maintenance.

67. As a result of Defendant's actions, Plaintiff, at minimum, should be compensated by Defendant for the reasonable value of the tax revenue Defendant collected from the Property and the increased value of the Property, which will be proven at trial.

THIRD CAUSE OF ACTION

(Article I, Section 7(a) of California Constitution — Equal Protection Claim)

68. Plaintiff hereby re-alleges every allegation set forth in the preceding paragraphs and incorporates them by reference as though fully set forth herein.

69. Section 7(a) of Article I of the California Constitution provides: “A person may not be deprived of life, liberty, or property without due process of law or denied equal protection of the laws.” Cal. Const. art. I, § 7(a). Equal protection of the laws assures that people who are ““similarly situated for purposes of [a] law”” are generally treated similarly by the law. *Cooley v. Superior Court*, 29 Cal.4th 228, 253 (2002). California’s equal protection clause applies to laws that ““discriminate explicitly between groups of people,”” and are “motivated at least in part by purpose or intent to harm a protected group” like a racial group. *Sanchez v. State of California*, 179 Cal.App.4th 467, 487 (2009) (citations omitted).

1 70. The California Supreme Court has held that despite the similarity in language between
2 the equal protection clause of the Federal Constitution and the California Constitution, that the state
3 equal protection guarantee is “possessed of an independent vitality which, in a given case, may demand
4 an analysis different from that which would obtain if only the federal standard were applicable.” *Serrano*
5 *v. Priest (Serrano II)*, 557 P.2d 929, 950 (Cal. 1976). Thus, California courts have determined that the
6 “independent vitality” of the California Constitution “may, in some cases, provide broader rights than
7 those granted by the federal constitution.” *People v. Leung*, 7 Cal.Rptr.2d 290, 296 (Cal. Dist. Ct. App.
8 1992) (citations omitted).

9 71. Plaintiff Decedent’s right to use and enjoy his property is recognized under California
10 law. “[E]qual protection and security should be given to all under like circumstances in the enjoyment of
11 their personal and civil rights; that all persons should be equally entitled to pursue their happiness and
12 enjoy property; that they should have like access to the courts of the country for the protection of their
13 persons and property” *In re Kotta*, 187 Cal. 27, 31 (1921) (quoting *In Barbier v. Connolly*, 113 U.
14 S. 27, 31 (28 L. Ed. 923) (1884)).

15 72. Plaintiff Decedent was an American businessman and, as a Black person, a member of a
16 protected class.

17 73. Plaintiff Decedent’s right to buy and sell property and make contracts was violated
18 through Defendant’s fraudulent inducement of Plaintiff Decedent to settle the Condemnation Action and
19 sell the Property to Defendant under the false premise that Defendant intended to use the Property for
20 construction of a road. Defendant undertook these actions because Plaintiff Decedent was Black.

21 74. Defendant’s intent to discriminate against Plaintiff Decedent, and/or deliberate
22 indifference to Plaintiff Decedent’s rights because he was Black, is corroborated by the actions of City
23 officials, including: colluding with the residents of Piedmont to force Plaintiff Decedent to sell the
24 Property through constant threats of violence, actual violence, intimidation, harassment, and terror,
25 including allowing a 500-person mob to riot in front of the Property; failing to properly investigate
26 attempted bombings and other threats to the life and safety of Plaintiff Decedent and his family; and
27 instituting the Condemnation Action against the Property on the false premise of using the Property to
28 build a road only to sell the Property to a White person for private use within months after settlement.

75. Defendant would not have instituted the Condemnation Action or failed to enforce the law to protect Plaintiff Decedent in the manner that it did if Plaintiff Decedent had not been a Black person and not subjected to Defendant's racial animus.

76. Plaintiff Decedent was denied the right to enjoy the benefits and privileges of his ownership of the Property, was further deprived of public services while similarly situated persons outside his protected class were not, and/or received services in a markedly hostile manner and in a manner which a reasonable person would find objectively racially discriminatory.

77. By taking these racially discriminatory actions, Defendant violated Plaintiff Decedent's right to equal protection under the law, as guaranteed by Article I, Section 7(a) of the California Constitution.

PRAYER FOR RELIEF

Plaintiff prays for judgment as follows:

1. Judgment for Plaintiff;
2. Compensatory damages, plus interest, according to proof;
3. Restitution according to proof;
4. Punitive damages;
5. A declaration that Defendant has been and continues to be unjustly enriched;
6. All costs incurred in connection with this proceeding; and,
7. Any other and further relief the Court considers proper.

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DATED: February 2, 2026

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**Pro Hac Vice Applications Forthcoming*

EXHIBIT A

EXHIBIT "A"

"You lousy black bastard you would sell damm quick
if we had you down South After you sold we'd take the
money and swing you from the nearest tree

K. K. K. member
Southern Branch"